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Agreement

between the

BLOOMFIELD PROFESSIONAL EDUCATION
ASSOCIATION

and the

SUPERINTENDENT OF SCHOOLS

of the

Bloomfield Central School District

July 1, 2013 - June 30, 2016

Table of Contents

Article		Page
1	Recognition	3
2	Negotiations Procedure	3
3	Evaluation of Teachers	4
4	Improvement Plan	4
5	Work Day.....	4
6	Salary Calculation and Payment.....	5
7	Annual Assignments and Pay Rates.....	7
8	Vacancies and Transfers.....	7
9	Leaves and Conferences.....	8
10	Use of School Facilities.....	12
11	Principal’s Advisory Team.....	13
12	Additional Benefits.....	13
13	Grievance Procedures.....	15
14	Curricular and Co-Curricular Extra-Duty Pay Schedule.....	19
15	Subcontracting.....	22
16	Staff Development/Work Year.....	22
17	Continuing Learning and Professional Development Incentives.....	22
18	Duration of Agreement.....	25
Appendix A	Designation and Payroll Deduction Authorization.....	26
Appendix B	Agency Fee.....	27

ARTICLE 1

Recognition

The Bloomfield Central School District Board of Education, having determined that the Bloomfield Professional Education Association is supported by a majority of teachers in a unit composed of all certificated personnel in the District, excluding administrative personnel, per diem substitute teachers, permanent substitute teachers and teaching assistants, but including long-term substitute teachers, (hereinafter sometimes referred to collectively as “unit members” or “teachers”) hereby recognizes the Bloomfield Professional Education Association as exclusive negotiating agent for the unit.

This Recognition Agreement shall remain in effect for the maximum period permitted by law.

ARTICLE 2

Negotiations Procedure

- A. The Superintendent or his /her designated representative(s) will meet with representatives designated by the Association for the purpose of negotiating a successor Agreement.

Upon the request of either the President of the BPEA or the Superintendent, to the other party for a meeting to open negotiations, a mutually acceptable meeting date and place shall be set. In the last year of this Agreement, such request shall be made on or before December 1st, and the first meeting will occur by February 1st. The parties will share budgetary and operational data and information.

- B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- C. Copies of the final Agreement resulting from such negotiations shall be printed at the expense of the District and distributed to all unit members now employed, or hereafter employed, by the District within one month after its execution, or at the time of employment, if that occurs later.
- D. This Agreement is the result of collective negotiations between the Superintendent and the Association, which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act, (Taylor Law). The provisions of the Agreement supersede all conflicting policies and directives of the Board, and may be changed only through the mutual agreements of the Superintendent and the Association. It is the intention of the parties that the policies and regulations set forth in the final agreement shall govern their relations during the term of the Agreement. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement as consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement, or contract, contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 3
Evaluation of Teachers

The criteria and process for evaluation of teachers is governed by the District's annual professional performance and review (APPR) plan and not by this contract. The APPR plan applies to all teacher evaluation with full legal force and effect as a separate contractual agreement.

ARTICLE 4
Improvement Plan

The APPR plan and not this contract provides for teacher improvement plans.

ARTICLE 5
Work Day

A. 1) The regular professional workday shall be the student instructional day, including thirty minutes duty-free lunch. In addition, the following times are required for completion of professional responsibilities:

Three one hour and 15 minute meetings per month at the conclusion of the instructional day. These meetings include full faculty, grade level and department meetings. Meetings for each school year will be placed on the calendar at the beginning of that school year. There will be opportunities for optional meetings (i.e. TAR).

In addition, in order to meet professional responsibilities, teachers will be prepared for instruction and are expected to be readily available outside the student instructional day for purposes such as:

- Access for parents
- Availability for students
- Availability to meet with administrators and colleagues

If a teacher has not fulfilled his/her responsibilities, the Superintendent (or designee) and the Association President will meet with that unit member and address the issue.

2) Unit members shall be allowed to leave the building during his/her half-hour lunch period, provided that said unit members notify the office of their absence.

3) Unit members may be allowed to leave early in the afternoon with the Building Principal's permission.

B. Elementary Contact Time

Each elementary teacher shall have at least thirty consecutive minutes of duty-free planning time scheduled within the student day.

The non-contact time in the workday is to be assigned and scheduled for use as preparation time, planning time, and other work-related purposes.

C. Class Load

In any grade level or class with two or more sections, student enrollment will be scheduled in such a way that the number of pupils in each class will be essentially the same, except as prohibited by scheduling.

D. Secondary Six Assignments

- 1) Every effort will be made to limit secondary teachers (grades 7-12) to a maximum of five classes and three preparations.

In the event the District finds it necessary to assign a sixth teaching assignment to a secondary teacher, the building principal will discuss that need with the affected department. The building principal and department chair will consider volunteers as part of the selection process, and will make the assignment after discussion with the individual teacher selected. If the building principal and department chair do not agree on the selection, the Superintendent will make the final decision. The assignment will be made by the principal. In such cases, the sixth assignment shall be in lieu of supervisory assignments. The parties recognize that assigning a sixth period is not the ideal solution to staff shortages, but the final decision is in the District's discretion.

- 2) When it is necessary to assign a sixth teaching assignment, compensation will be provided in the amount of \$2,000 per year. For classes not offered daily or for a whole year, the amount of compensation will be prorated.

E. Professional Libraries

The librarian in each building will head a committee appointed by the BPEA president to be responsible for a collection of professional books, pamphlets, and periodicals to be maintained for the professional staff. A fund, not to exceed \$150, will be allocated for this purpose and spent at the discretion of the committee.

F. Parent Conferences

In order to assist teachers in meeting parent conference expectations, the District will schedule for Grades K-8, four (4) half-days of non-student contact time for parent conferencing.

ARTICLE 6

Salary Schedule, Calculation and Payment

- A. The salary payment schedule is to include the normal teacher school year with teachers having the option to elect twenty-one or twenty-five paychecks, provided that such request is made in writing and filed with the business office on or before August 15.
- B. All unit members are to be placed on the proper step of the appropriate schedule according to years of service and educational preparation, except that during the first three years of employment of a teacher, the District may pay additional compensation that it deems appropriate in order to attract or retain the teacher; this additional compensation shall not be part of the teacher's base salary.
- C. Salary payments shall be made every other Friday. Paychecks scheduled to be issued during a vacation

or holiday period shall be distributed on the last official day prior to the holiday or vacation, and appropriately dated.

D. 2013 – 2016 Base Salary Schedule

Salary Schedule

STEP	2013-14	2014-15	2015-16
1	\$42,000	\$42,500	\$43,000
2	\$42,322	\$42,840	\$43,350
3	\$42,969	\$43,168	\$43,697
4	\$43,709	\$43,829	\$44,031
5	\$44,519	\$44,583	\$44,705
6	\$45,284	\$45,410	\$45,474
7	\$45,798	\$46,190	\$46,318
8	\$46,366	\$46,714	\$47,114
9	\$46,876	\$47,294	\$47,648
10	\$47,397	\$48,714	\$48,239
11	\$48,161	\$48,345	\$48,770
12	\$48,714	\$49,124	\$49,312
13	\$49,306	\$49,688	\$50,107
14	\$50,040	\$50,292	\$50,682
15	\$50,725	\$51,040	\$51,298
16	\$51,358	\$51,739	\$52,061
17	\$52,562	\$52,385	\$52,774
18	\$53,984,	\$53,613	\$53,433
19	\$55,326	\$55,064	\$54,685
20	\$56,874	\$56,433	\$56,165
21	\$58,195	\$58,012	\$57,561
22	\$59,638	\$59,359	\$59,172
23	\$61,166	\$60,831	\$60,546
24	\$62,436	\$62,389	\$62,047
25	\$63,079	\$63,685	\$63,637

Off-Step: Returning unit members above step 25 shall receive a base salary increase of \$1,989 for the 2013-2014 year, a 2% increase in base salary for 2014-2015, and a 2% increase in base salary for 2015-2016.

Up to 60 Credit Hours (graduate or in-service hours as described in Article 17) will be paid at the rate of \$50 per Credit Hour.

The Master’s stipend is \$1,000. For the purposes of salary adjustment for a Masters Degree, an official letter from the college or university, indicating that the requirements have been met, will be sufficient.

The District will make a one-time recognition payment of \$1,000 to teachers who earn a Doctorate degree or the initial National Certification.

“Step-Up” or “Double Duty” compensation: the parties recognize that in certain instances teachers may be asked by the Principal with approval of the Superintendent to perform substantial additional planning and related work due to the extended absence of a colleague in order to maintain a proper educational experience for the students. In such instances the Superintendent and the BPEA President shall agree upon suitable additional compensation or may agree upon a suitable formula to determine compensation.

- E. The parties of this Agreement, being fully aware of the requirements of the Civil Service Law, Section 209-a(1)(d) and (e) [Triborough Amendment], do hereby agree that the District is under no obligation to make payment of any increment or step movement to any unit members who return to service after June 30, 2016; and that any such right to step movement is waived by the Association.

ARTICLE 7

Annual Assignments and Pay Rates

- A. Assignments. Under normal circumstances, tentative grade level/subject assignments and room changes for the next school year will be given to unit members by June 1 of the preceding school year. Changes may be made, thereafter, but only after consultation with the unit member involved. It is understood that emergency situations could arise that would disallow this notification. If a teacher is informed in July or August of a room change, the District will provide compensation for up to one day during the summer to set up the new room.
- B. Salary Notice. Salary notices for the next school year will be given to unit members within one month of the ratification of the Agreement by the parties, or within one month of the determination of the new salary schedule pursuant to the contract.
- C. Summer Employment. Any unit member engaged in regular classroom teaching, or related work such as curriculum development for periods between July 1 and August 31, shall be paid at the rate of .0075 of the starting salary per day (2013-2014: \$315; 2014-2015: \$318.75; 2015-2016: \$322.50) for classroom teaching and staff development work, and .00075 of the starting salary per hour (2013-2014: \$31.50; 2014-2015: \$31.88; 2015-2016: \$32.25) for curriculum writing.

ARTICLE 8

Vacancies and Transfers

- A. When any vacancy occurs, or a new position is created, in the teaching staff for the regular year, or summer school employment, or in administrative positions in the elementary or high school, the Superintendent, when possible, will make the staff aware of the vacancy or new position. Certified and qualified members of the faculty, as well as applicants from outside the District, will be considered for such vacancies when a formal application is made. The submission of a formal application shall guarantee the unit member the right to an interview, if that unit member is available at the time of interviewing. It is the intention of the parties that no unit member be precluded from making formal application.
- B. When a vacancy occurs, or is created in the District during the school year, the Superintendent will post, for no less than seven (7) calendar days, notice of the vacancy or new position prior to filling the position. Posting will include sending the notice via e mail to all unit members for whom the District has e-mail addresses. The parties may mutually waive this posting period in an emergency. Posting will be

in at least one designated place in each building office and the District office. When a vacancy occurs, or is created after the school year ends, the Superintendent will contact all persons registered in the skills bank, developed during the school year, who are qualified for and interested in the position(s), and who can be contacted within a week.

- C. In the event reassignment of staff at an elementary area, grade level, or subject is necessary, the District will seek volunteers from those staff members qualified for the position(s). All other criteria being equal, any involuntarily transferred unit member shall have preference, when a vacancy exists in the elementary area, grade level, or subject she/he was involuntarily transferred from, the next time a vacancy exists in that elementary area, grade level, or subject. For the purposes of this Article, elementary area shall be defined as primary (K-3) or intermediate (4-6).
- D. Substitute Teachers. The Superintendent has the responsibility of providing for the day-to-day substitutes to fill the position held by a unit member. All substitute teachers are expected to continue the absent unit member's program of instruction. It is essential that each unit member's lesson plans (including special activities and books to be used), class book, room keys, seating desk charts, and all other materials needed by a substitute, to be in the unit member's desk or left in the office for the substitute's use.

ARTICLE 9

Leaves and Conferences

A. Personal Leave

1. Each unit member may be granted up to four (4) days of leave per year for personal business on a non-cumulative basis.
2. Use of personal leave days will not be allowed for personal vacation, family vacation travel, honeymoon periods or holiday situations, except recognized religious holidays.
3. Use of personal leave days will not be allowed on days immediately preceding or immediately following vacation, holiday recess periods or conference days.
4. Exception to #3 will be allowed upon written notification to the Superintendent of Schools where the reason is clearly not in violation of #2 above.
5. Unused personal days shall be added to cumulative sick days.

B. Jury Duty Leave

Employees will be permitted time off for jury duty and for all required appearances in court. The jury fee, less travel expenses, shall be remitted to the business office of the district by the teacher immediately upon receipt thereof.

C. Bereavement Leave

Each unit member shall be granted up to three (3) days for death in the immediate family. Immediate family shall be defined as parent, spouse, child, brother, sister, mother and father-in-law, brother and sister-in-law, grandparents and grandchildren. Exceptions may be granted at the discretion of the Superintendent. This leave is non-cumulative.

D. Sick Leave

Each unit member may be granted ten (10) sick leave days for the first year of employment, with ten (10) days each year thereafter cumulative to 200 days without loss of pay.

1. The unit member shall be paid sick leave benefits for that period of temporary disability provided that the unit member has accumulated sufficient sick leave days to cover the request. The District may request a certificate of disability from the unit member's physician in an appropriate case.
2. All benefits that relate to paid sick leave under the terms of this agreement will accrue to unit members for a period of physical disability for childbirth or any other disability.

E. Notification of Unused Sick Days

Each unit member shall be given a written accounting of accumulated sick days by September 1st of each year.

F. Income Protection/Sick Leave Bank

To provide Income Protection in the case of prolonged illness or disability, a Sick Leave Bank ("SLB") has been established. The SLB will provide members with 100% compensation, for up to 12 months, starting 45 consecutive work days after the first day of illness or disability. During the 45 consecutive work day waiting period the unit member will use his/her own accumulated sick leave days or will not be compensated or subsequently reimbursed for the unpaid medical leave days.

Definition: "prolonged illness or disability" means an inability to work due to illness or other disability which has lasted at least 45 consecutive unit member work days from the most recent date of onset of the illness or other disability. A prolonged illness or disability will be established by necessary absence due to the illness or disability for 45 consecutive work days or more.

1. The SLB will be maintained as follows:

- a) When the SLB was initially established, each participating unit member contributed 2 days from his or her accumulated sick leave. New employees will be given the option to enroll in the SLB at hire.
- b) Unit members who choose not to participate in the SLB will receive no sick leave bank income protection from the District. If a unit member leaves the bank he or she cannot take the days out that he or she has donated.
- c) The District made an initial one-time contribution to establish the SLB. Beginning in September 2003, the District will contribute up to 10 days per year to the SLB for each unit member who has reached his or her maximum sick leave days, to help maintain the SLB.
- d) The SLB will be audited by May 30 each year to determine the status of accumulated sick days available to members. If the accumulated sick leave days available drops below 100 sick leave days, unit members will be notified and each will contribute 1 additional sick leave day to replenish the SLB. Unit members not wishing to participate at that time must notify the District by June 30 of that year. The Association President and the Superintendent will review the status at other times in the event of an unanticipated deficit and may require an additional contribution to correct the deficit, subject to the unit

member's right to opt out of the SLB. If accumulated sick leave days are above 100 days no additional contributions will be necessary.

2. Use of the SLB will be permitted on the following terms:
 - a). A unit member must be current contributing member.
 - b). A unit member must have used all of her/his accrued sick leave days.
 - c). A unit member may draw sick leave days from the SLB for up to one calendar year from the end of the 45 consecutive work day waiting period starting with the first day of prolonged illness or disability, inclusive of accrued sick leave days.
 - d). The District may require doctor's evidence of illness or injury constituting a disability necessitating use of the SLB.
 - e). In the event of an extenuating circumstance, the Association President and Superintendent of Schools may grant additional days from the SLB at their discretion.
 - f). A joint committee consisting of the Superintendent and Association President will review and advise on all sick leave bank requests.
 - g). The Board of Education will receive an annual report from the Superintendent and Association President on the status of the sick leave bank to determine the cost benefit ratio.
3. When a unit member has accessed the Sick Leave Bank and returns from a long-term illness or disability, that unit member will be advanced five (5) days of sick leave if he or she has no sick leave entitlement. These days will be subtracted from that unit member's allotment of sick leave days in the following year.

G. Extenuating Circumstances

In extenuating circumstances, the Superintendent may grant additional sick, personal and/or bereavement days, paid or unpaid, upon receipt of written requests outlining the nature of the need.

H. Sabbatical Leave

In order that members of the professional staff may be able to take advantage of opportunities for advanced study, significant travel, or other means of professional development, one (1) sabbatical leave of absence may be granted annually. The leave may be granted for one semester at full salary, or for two semesters, at half salary. Sabbatical leave may be granted by the Board of Education upon the recommendation of the Superintendent. Criteria to be used in selecting staff members for sabbatical leave shall be:

- a. Factors vital to the professional development of the individual and the school program.
- b. A unit member may apply for this leave after completing seven (7) years in this district.
- c. Seniority of service - all other considerations being equal.
- d. Unit member must agree to work in the district for two years after the sabbatical or return the

money advanced for the leave. Applications for sabbaticals shall be submitted at least 75 days prior to the close of the semester preceding the semester for which the sabbatical is requested.

I. Birth, Adoption and/or Child Rearing Leave

1. An unpaid leave of absence, not to exceed one and one half academic years without pay, will be granted for birth, adoption and/or child rearing purposes and will be available only for the birth of a unit member's child or adoption by a unit member of an infant, and to care for the child following the birth or adoption.
2. All benefits that accrue to members on leave of absence without pay under this agreement will accrue to unit members on birth, adoption and/or child rearing leave.
3. A written request for unpaid birth, adoption and/or child rearing leave will be submitted to the Superintendent as soon as it is reasonable.
4. It is understood that a birth, adoption and/or child rearing leave of absence may, with the approval of the Superintendent, be commenced earlier than was anticipated by the unit member when unforeseen medical circumstances arise, or upon notification of adoption.
5. Return to active teaching duty from an unpaid child rearing leave shall be at the beginning of the next academic semester following the unit member's declaration of intention to return and certification by the attending physician of physical ability to return.
6. The Board of Education may upon the unit member's request and the Superintendent's recommendation, grant an extension of or reduction in, the duration of a child rearing leave, due to changed circumstances.
7. Probationary unit members who receive birth, adoption and/or child rearing leave will continue the probationary term upon returning to duty.

J. Military Leave

Any staff member on either probationary or permanent employment who is called involuntarily to active military service is entitled to return to a position in the school system as soon as such position is available after discharge from military duty. Full credit for compulsory military service experience will be allowed for salary, retirement, and seniority purposes.

K. Other Unpaid Leaves of Absence

Leaves of absence for reasons other than those listed in this Agreement may be granted for no more than one (1) year in duration to tenured unit members, at the discretion of the Board of Education upon the recommendation of the Superintendent.

L. Conferences and Workshops

The number of unit members from a department attending given workshops or conferences will be as follows:

1. In a department or grade level where there are three, or less than three members, only one unit member from that department will be allowed to be absent from school during the time school is in session for the purpose of attendance at a conference or workshop. Exception to this may be made if, in the opinion of the Superintendent, the attendance at a particular conference or workshop merits more than one representative.
2. In a department or grade level where the members in the department number four or more, two members of such a department may be absent from regularly scheduled school sessions for such

attendance.

3. Legally allowable expenses for the conferences and workshops, such as room, meals, mileage, registration, and other expenses shall be paid for in accordance with district policy.

M. Visitation Days

Unit members may be provided with a substitute teacher one day each year in order that they might visit another school. The visit must be approved in advance by the administration.

N. Retirement Delegate

A delegate, or alternate delegate, will be allowed to attend the annual New York State Retirement Board meeting without loss of pay.

O. Association Business

The Association, by designation of its president, shall have a total of three (3) teacher days paid leave of absence annually for members to attend Association related conferences held during the school year. Designations will be given to the building principal no later than five (5) school days prior to the absence.

Additional days may be taken by the Association President or Co-Presidents up to a total of six (6) per year with the advance approval of the Superintendent, as long as the time taken off does not negatively affect instruction. Notice shall be given by the Association President or Co-Presidents five (5) school days prior to the absence. The cost of any substitute needed is to be divided by the District and by the Association.

The Association President or Co-Presidents will be provided with one instructional period or the equivalent of release time per day for District and Association business.

P. On the Job Injury

In cases of on the job injury when a unit member is in exercise of his assigned duties and not guilty of negligence and provided the injury is compensable under the Worker's Compensation Laws of New York State, the District will continue to pay the unit member's full salary less the amount of Worker's Compensation for a period not to exceed 30 working days. There will be no deduction of accumulated sick leave during said period.

ARTICLE 10
Use of School Facilities

- A. Use of Building - The Association will have the right to use school buildings including its office without cost at reasonable time of any day or evening for its meeting and other business, provided that such use shall not conflict with previously scheduled school events.

- B. Faculty Mail - The Association shall continue to have reasonable use of the inter-school mail system and e-mail system.

- C. Telephone - The Association shall be allowed to install one telephone in each faculty room at union

expense.

- D. Use of Equipment. The Association will be allowed to use the photocopying and printing equipment of the District without charge, except for supplies.

ARTICLE 11
Principal's Advisory Team

The purpose of the team is to conduct proactive meetings that focus on "management based" issues. They will meet monthly from October to May. The membership will include the building principal, four teachers who represent a cross-section of staff, and a support staff member. Issues will be shared prior to each meeting. Team members will be mutually chosen by the BPEA President and Building Principal.

ARTICLE 12
Additional Benefits

A. Health Insurance

1. Premiums

- a. The Base Plan is the Blue Point 2 \$20 co-pay with the \$10/\$25/\$40 prescription rider. The District shall contribute the percentages shown below of the Base Plan premium cost toward the premium for the District-offered health insurance plan chosen by the unit member:

Returning unit members as of June 30, 2013 – 85%

Unit members hired with an effective start date on or after July 1, 2013 – 83%

- b. In addition to other plans the District will offer the \$15 and \$30 copay Healthy Blue plans as long as they are offered by the District's health care insurance provider and the District will pay the dollar amount equal to its contribution to the Base Plan, but no more than 100% of the Healthy Blue premium.
- c. The District shall continue to contribute fifty percent (50%) of the total premium cost for all unit members who have retired on or before June 30, 2006. For all unit members who retire from the District on or after July 1, 2006, and who have completed ten (10) or more consecutive years of full-time teaching service with the District, the District shall contribute fifty percent (50%) of the Base Plan premium cost up to 100% of the premium cost of the plan chosen by the retired unit member. The retired unit member shall pay the rest of the applicable premium.
- d. Any unit member terminated due to staff reductions shall be maintained as a member of the District's health insurance plan for a period of sixty (60) days, or until said unit member finds employment elsewhere, whichever occurs first.

2. Selection of Carriers.

- a. The District's health care insurance provider, is: Non-Monroe County Municipal School Plan.
- b. The District agrees to provide the Association with sixty-(60) calendar days' notice prior to the adoption of any change in health insurance carrier or provider. The Association is to be consulted. The comments, suggestions, and any objections of the Association are to be advanced to the District and considered by the District prior to any actual change in carrier. The District agrees to share with the Association the information and documentation with regard to any health programs, carriers, and health care providers which would be used to compare such plans at a time which would enable the Association to offer comments, suggestions and objections, if any, prior to any actual change in carrier.
- c. Effective upon ratification and approval of the Agreement, the District has the right to change the health insurance program carrier, but the benefits provided are to be substantially equal. If there is a claim with regard to an actual problem experienced by a teacher that the new insurance carrier or provider does not provide a benefit which is substantially equal than if the amount of value in question is \$2,000 or less, the matter will be settled by a meeting of the Association President and the Superintendent. If the claim is of an amount or value in excess of \$2,000, then the matter provided is subject to the grievance procedure contained in the Agreement.

B. Dental Insurance

The District shall pay \$200 per year per participating unit member toward the cost of dental insurance or at the unit member's option a dental flex spending account. The dental insurance plan will be mutually selected by the District and the Association. The plan year for the dental flex spending account will be from July 1 to June 30.

C. Flexible Spending.

The District has instituted flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-tax contribution, i.e., \$2,500 for health care expenses, and up to \$5,000 for dependent care contributions per year. The plan year will be from July 1 to June 30 with **annual enrollment**. Any surplus left in these individual flexible accounts will be the property of the District and go first to plan administrative costs and losses to the employer with regard to these accounts. Employees must sign up yearly in June.

D Section 105 Health Reimbursement Account

The District shall maintain a Section 105 Health Reimbursement Arrangement (HRA) and contribute \$200 per school year to each eligible unit member's account (prorated for partial year); any unused amount in the 105 plan account of a unit member shall remain in the account of that member. In accordance with the Affordable Care Act (ACA) in order to be eligible for an HRA account a unit member must either be enrolled in a District sponsored health insurance plan or in another group health plan which complies with the ACA (such as a compliant plan sponsored by the employer of the unit member's spouse). The District's HRA plan may be amended as necessary to meet the requirements for integration under the ACA and will include an opt-out and waiver option. For unit members who are (and continue to be) subscribers to a District-offered health insurance plan as of June 30, 2013, the District shall contribute an additional \$160.00 in each of the three years 2013-2014, 2014-2015 and 2015-2016.

E. Payroll Deduction

The District will deduct and transmit to the Association Treasurer sums due by unit members for Association dues, local, state and national, in accordance with law.

F. Seniority

1. Seniority shall be defined as length of continuous service in the tenure area computed from the most recent date of hire. All unit members hired before July 1, 1984, shall accrue seniority for all service rendered, including part-time service. All unit members hired after July 1, 1984, shall accrue seniority for all service rendered except that part-time unit members shall accrue seniority only for service of fifty percent or more of the normal work year.
2. The district shall maintain a seniority list accurately listing the accrued seniority of all unit members in all tenure areas. Said seniority list shall include the beginning and ending dates of all unpaid leaves of absence. The district shall make available a copy of said seniority list to the Association by December 1 of each school year and shall provide any corrections, deletions or additions as they occur. If the Association or any unit member believes the seniority list to be inaccurate, such claims must be made in writing within thirty (30) school days from the date the Association receives the list. If no such claim is made the list shall be deemed accurate by both parties. If such claims cannot be resolved by the parties, a third party neutral shall adjudicate the claims.

ARTICLE 13
Grievance Procedures

Section 1-Declaration of Purpose

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal. Further, this procedure is endorsed by both parties as a mechanism by which the Board of Education (hereinafter sometime referred to as "the Board") and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section II-Definitions

- 2.1. Grievance. A claim by a teacher or group of teachers in the negotiating unit based on any believed violation, misinterpretation, or inequitable application of the terms and conditions of this contract or any existing rules, regulations, policies, or written agreements which relate to or involve the employee or employees in the exercise of their assigned duties and responsibilities.
- 2.2. Grievant. A member of the negotiating unit.
- 2.3. District. The Bloomfield Central School District.

- 2.4. Board. The Bloomfield Central School District Board of Education.
- 2.5. Superintendent. Chief School Officer.
- 2.6. Association. The Bloomfield Professional Education Association (BPEA).

Section III - Basic Rules

- 3.1. All grievances shall be in writing and include the name and position of the aggrieved party, the time and place of the violation, the identity of any persons believed responsible for the violation, a general statement of the grievance and the remedy sought by the grievant.
- 3.2. Except for the informal step of the procedure, all responses and appeals shall be made in writing, setting forth the supporting reasons. Each decision and appeal shall be promptly transmitted to the grievant and the District.
- 3.3. If a grievance affects a group of teachers, it may be submitted by the Association commencing at Stage 2.
- 3.4. The preparation and processing of grievances may be conducted during the hours of employment as long as it avoids the interruption of classroom activity and other related activities and also avoids the involvement of students.
- 3.5. The District and Association agree to facilitate any investigation, which may be required and to make available and to reasonably share materials and relevant documents, communications, and records concerning the grievance.
- 3.6. Throughout all stages of a grievance the aggrieved employee shall be allowed to have a representative. The grievant and/or his/her representative shall have the right at all meetings during the stages of the grievance to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf.
- 3.7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by any party with regard to the grievance procedure.
- 3.8. Grievance forms are available from the Association.
- 3.9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant(s).
- 3.10. Nothing contained in this procedure is to be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally settled without intervention of the Association. Any such settlement should not be inconsistent with the terms of the Agreement unless the Association is in agreement with the settlement. Settlements of any kind do not become precedent with regard to the matters involved.

- 3.11. Each side to the grievance procedure is responsible for keeping its own records.
- 3.12. All hearings shall be confidential and conducted in private.
- 3.13. Each supervisor shall have the responsibility to consider promptly each grievance in his/her jurisdiction, and to make a determination within the time limits specified.
- 3.14. Compliance with the provisions of Stage 2 and Stage 3, below, shall constitute a condition precedent for the submission of a grievance at the next stage or for filing and serving a demand for arbitration.

Section IV - Procedures

Should the aggrieved employee fail to comply with the time limits set forth below, the grievance shall be declared null and void and no further processing of the grievance shall be permitted. If the District, or its representatives, fails to comply with the time limits, the grievance shall automatically move to the next stage.

Stage 1: A person having a grievance who is personally aggrieved will discuss the grievance with his/her building principal or designee within thirty-five (35) school days of the occurrence of the grievance. If the grievance is not resolved at Stage 1 within ten (10) school days, the employee may appeal to Stage 2.

Stage 2: The aggrieved employee shall present his grievance in writing to his/her building principal or his designee within ten (10) school days of the discussion of the grievance at Stage 1. The building principal or designee shall render his determination to the aggrieved employee in writing within five (5) school days after the written grievance has been submitted. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If the grievance is not resolved at Stage 2, the aggrieved employee may proceed to Stage 3 within five (5) school days of the decision at Stage 2.

Stage 3: The aggrieved employee shall request in a written statement a review by the Superintendent of Schools who, in turn, shall request a written statement of the determination reached at Stage 2 by the building principal. Within ten (10) school days of receiving said request, the Superintendent of Schools shall hold a hearing to obtain further information regarding the case. Representatives of the BPEA will be allowed to present information and testimony at this hearing. All written statements and any records of the case must be submitted at the hearing to the Superintendent of Schools. The Superintendent of Schools shall render a written decision within ten (10) school days after conclusion of the hearing, informing all involved parties of the decision and reasons therefore.

Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage, except for the submission of an improper practice alleging a violation of law, shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

Stage 4: Arbitration

4.1. If the teacher and the Association are not satisfied with the decision at Stage 3, the grievance may be submitted to arbitration by a written notice served upon the clerk of the Board of Education within fifteen (15)

school days of the decision at Stage 3.

4.2 Within five (5) school days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by either party. A copy of the request or demand will simultaneously be served upon the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

4.3 The selected arbitrator will hear the matter promptly, and will issue his decision not later than thirty (30) calendar days or as otherwise mutually agreed upon from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue(s).

4.4 The arbitrator shall have no power or authority to make any decision, which requires commission of an act prohibited by law or which is violative of or beyond the scope of the terms of this agreement.

4.5 The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

4.6 The arbitrator shall have no power to award damages. An arbitrator may, however, award back pay in a case when a member of the negotiating unit has been dismissed in violation of the terms of this agreement.

4.7 The decision of the arbitrator shall be final and binding upon all parties.

4.8 Each party bears its own costs associated with grievance administration and arbitration. The costs for an arbitrator, including his/her costs associated with the hearing are to be shared by the parties.

ARTICLE 14
Curricular and Co-Curricular Extra Duty Pay Schedule

A. Interscholastic Athletics

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
B Basketball V.	B Soccer V	B Baseball JV	B Baseball (Modified)
G Basketball V.	G Soccer V	G Softball JV	B Basketball (Modified)
	G Volleyball V	B Soccer JV	G. Basketball (Modified)
	Cheerleading V	G Soccer JV	B Soccer (Modified)
	Lacrosse V	Lacrosse JV	G Soccer (Modified)
	B Baseball V	G Volleyball JV	G Softball (Modified)
	G Softball V	Bowling	Lacrosse (Modified)
	B Basketball JV	Golf	Cross Country (Modified)
	G Basketball JV	Tennis	Track (Modified)
	Boys Track V		Volleyball (Modified)
	Girls Track V		JV Golf
	Cross Country V		

2013-14 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
0-2	\$4,482	\$3,793	\$3,156	\$2,307
3-4	\$5,066	\$4,111	\$3,501	\$2,573
5-6	\$5,808	\$4,641	\$3,899	\$2,997
7+	\$6,471	\$5,543	\$4,854	\$3,607

2014-15 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
0-2	4,527	\$3,831	\$3,188	\$2,330
3-4	\$5,117	\$4,152	\$3,536	\$2,599
5-6	\$5,866	\$4,687	\$3,938	\$3,027
7+	\$6,536	\$5,598	\$4,903	\$3,643

2015-16 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
0-2	\$4,595	\$3,888	\$3,235	\$2,365
3-4	\$5,193	\$4,214	\$3,589	\$2,638
5-6	\$5,954	\$4,758	\$3,997	\$3,072
7+	\$6,634	\$5,682	\$4,976	\$3,698

B. Co-Curricular

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
Sr. High St. Council	Jr High St. Council	Sr. Class Advisor (2) Elementary Yearbook	Jr Class Advisor (2)	Bowling (Intramural)
HS Yearbook			Soph Class Advisor (1) Freshman Class Advisor (1) Eighth Grade Advisor (1) Seventh Grade Advisor (1) Sixth Grade Advisor (1) Ski Club Odyssey of the Mind Academic Challenge Bowl	Language Club Elementary Student Council National Honor Society Art Club Jr. Nat'l Honor Society Interact Club Chess Club Student Alliance

2013-14 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0-2	\$3,777	\$2,689	\$2,159	\$992	\$780
3-4	\$4,106	\$3,177	\$2,567	\$1,188	\$950
5-6	\$4,541	\$3,639	\$2,976	\$1,384	\$1,093
7+	\$4,923	\$4,153	\$3,411	\$1,607	\$1,289

2014-15 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0-2	\$3,815	\$2,716	\$2,181	\$1,002	\$788
3-4	\$4,147	\$3,209	\$2,593	\$1,200	\$960
5-6	\$4,586	\$3,675	\$3,006	\$1,398	\$1,104
7+	\$4,972	\$4,195	\$3,445	\$1,623	\$1,302

2015-16 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0-2	\$3,872	\$2,757	\$2,213	\$1,017	\$800
3-4	\$4,209	\$3,257	\$2,632	\$1,218	\$974
5-6	\$4,655	\$3,731	\$3,051	\$1,419	\$1,120
7+	\$5,047	\$4,257	\$3,497	\$1,647	\$1,321

C. Performing Arts

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
HS Inst Music	HS Vocal Music Elem Vocal	Play Director	Marching Band	Color Guard
Elem Inst. Music	Music Winterguard	Musical Director	Drumline Instructor Drama Producer Musical Producer	

2013-14 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0-2	\$3,644	\$2,689	\$1,522	\$992	\$780
3-4	\$4,047	\$3,188	\$1,878	\$1,188	\$950
5-6	\$4,435	\$3,639	\$2,207	\$1,384	\$1,093
7+	\$4,870	\$4,180	\$2,589	\$1,634	\$1,316

2014-15 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0-2	\$3,680	\$2,716	\$1,537	\$1,002	\$788
3-4	\$4,087	\$3,220	\$1,897	\$1,200	\$960
5-6	\$4,479	\$3,675	\$2,229	\$1,398	\$1,104
7+	\$4,919	\$4,222	\$2,615	\$1,650	\$1,329

2015-16 YEARS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5
0-2	\$3,736	\$2,757	\$1,560	\$1,017	\$800
3-4	\$4,149	\$3,268	\$1,925	\$1,218	\$974
5-6	\$4,547	\$3,731	\$2,263	\$1,419	\$1,120
7+	\$4,992	\$4,285	\$2,654	\$1,675	\$1,349

D. Curricular (2013--2016)

For the performing arts, the District shall provide up to \$7,500 per year for musical assistants and \$2,500 per year for play assistants.

Supervisors: Timers, scorers, basketball supervisors, officials, and supervisors in general shall be paid during the life of this Agreement at the rate of \$11.50 per hour with a two-hour minimum, or any higher rate paid to non-unit members performing the same function. Chairpersons of music, basketball, and dramatics will receive \$6.00 in addition to the regular supervisor's fee. Up to two ski club assistants will be compensated at \$15.00 per trip.

Class advisors will be credited with years of experience if they move from one division to another as class advisors.

Coaches will be credited with years of experience if they move from one division to another within the same sport.

When the District contemplates the addition of extra-curricular or coaching positions, the Superintendent, or

his/her designee, will meet with the Association President, or his/her designee, to discuss the initial compensation level of the position. The parties will use whatever data is mutually agreed upon as a guideline for the discussions. Should no agreement be reached, the District retains the right to determine initial compensation.

ARTICLE 15
Subcontracting

The Board shall not subcontract for any regular, professional, or instructional activities performed by bargaining unit members.

ARTICLE 16
Staff Development/Work Year

- A. The teacher work year will be 186 teacher workdays. There may be up to 182 student instructional days per year. The Wednesday before Thanksgiving will not be a teacher work day. For teachers in grades K-5, the last 1½ days of the school year will be for teacher-directed professional responsibilities without student attendance. If there are two unused snow days beyond the 180 minimum the Memorial Day recess shall be extended by one day.
- B. Up to four staff development days per year shall be included in the teacher work year. Two of these days will be before the first student day in September (which may be before Labor Day) and shall be seven hours from 8:00 AM to 3:00 PM (including lunch hour). The time from 8:00 to 12:00 on these two days will be District and/or Building time for meetings/presentations etc. to teachers. The remainder of these two days will be teacher time to prepare for the school year. The calendar will generally include 2 additional Staff Development Days during the school year; In its discretion the District administration may elect to utilize one staff development day as two half days, to be combined with two parent-teacher conference half days, to provide two full days during the school year that would not require student attendance. The two half days of student attendance that would otherwise have been scheduled with the parent-teacher conference half days would then be combined as a full day of instruction.
- C. Plan and Use of Staff Development Days: A joint committee appointed by the Superintendent and Association President will be established to plan, organize, and communicate staff development. Staff development will be focused on district and building goals.

ARTICLE 17
CONTINUING LEARNING AND PROFESSIONAL DEVELOPMENT INCENTIVES

Continuing learning is important for teachers to remain knowledgeable about best educational practices and current in subject content. In order to encourage continual professional development, the parties agree to compensate teachers for the graduate study they undertake and for in-service workshop or activities they attend, in accordance with the provisions of this Article.

A. Salary Compensation

Up to 60 Credit Hours earned through any combination of graduate study and in-service study will be compensated as part of total salary at the rate set forth in the salary schedule Article of this Contract as an addition to base salary. When a unit member has accumulated 60 Credit Hours, any additional graduate study or in-service study compensation will be by one-time lump sum payments described below. A completed hour of graduate study credited by the graduate institution equals 1 Credit Hour for purposes of compensation. Each completed block of 45 seat hours of in-service study equals 3 Credit Hours for purposes of compensation (in-service hours will not be compensated as part of salary in less than 45 seat hour blocks). To receive Credit Hour salary compensation for completed graduate work, unit members must submit to the Business Office an official grade transcript showing that the requisite amount of advanced training has been completed. Transcripts will be submitted by October 15 or March 15 of each school year. Adjustments in salary will be made as soon thereafter as possible and, in no case, later than the first check in November or April. Courses completed in the spring semester will not be recognized until the following fiscal year.

B. Credit Hours for In-Service Study Requirements

Credit Hours for in-service study shall only apply when the in-service work occurs outside of the school work day. In-service study will not receive Credit Hour compensation if it occurs during the school work day. Conference or meeting attendance does not qualify for in-service credit. The following In-Service Education Standards will be apply:

Any in-service workshop or program held within or outside the district must be approved by the District before any type of credit is granted to unit members. Approval shall be based on the information submitted to the District by the Professional Development Plan Committee. The information presented shall include:

- general in-service policies and guidelines
- name of workshop or program
- outline
- number and extent of meetings
- instructor and qualifications
- sponsor of workshop
- place where workshop is given
- time
- cost

Accurate attendance records will be kept for all workshops and that attendance reported to the District.

A reasonable and practical amount of work will be required from each participant. The instructor shall choose a combination from the following activities as a basic workshop requirement:

- special projects which will serve participant's local district
- presentation before workshop group
- series of brief "reaction" papers
- research project
- outside reading

- short quizzes
- term paper
- final exam
- other special projects that the instructor may desire or designate

At the close of the workshop, a certificate will be issued to each student. The certificate will indicate that the workshop standards have been fully met.

Any teacher or administrator who has taken a workshop for credit may not repeat this or a similar workshop for credit unless the content of the program has been changed substantially.

C. Lump Sum Payment for Graduate Study Beyond 60 Credit Hours

A unit member who has been employed in the District for 5 years prior to request for prior approval of course work, and has accumulated 60 Credit Hours is eligible for the lump sum compensation for approved graduate study which consists of course work taken in a NYS accredited graduate program in the subject area currently being taught by the unit member, or to be assigned by the District in a future school year, and which has received prior written approval by the Superintendent of Schools a minimum of 30 days prior to the first day of class. Applications for approval must be submitted to the Superintendent a minimum of 40 days prior to the first day of class. In addition, the unit member must have received a passing grade of B or better as verified by an official college transcript submitted to the Superintendent. The District will compensate up to 4 graduate hours per school year in an amount equal to the current SUNY graduate tuition rate at Geneseo per graduate hour. Payment will be made not more than 30 days after receipt of the transcript by the Superintendent.

D. Lump Sum Compensation for In-Service Study Beyond 60 Credit Hours

A unit member who has been employed in the District for 5 years prior to request for prior approval of course work and has accumulated 60 Credit Hours is eligible for the lump sum compensation for approved in-service study which consists of Staff Development Training provided by any of the following: Bloomfield Central School District, a NYS BOCES, SETRC, NYS Education Department, TRC and which has received the written approval of the Superintendent of Schools prior to the first day of class. The application for approval must be submitted to the Superintendent a minimum of 5 days prior to the first day of class. The in-service work must be taken at a time other than during regular work hours. The Superintendent of Schools must receive written verification of completion of the course. The District will compensate the unit members \$20 for each seat hour of training time (not to include lunches and breaks) up to a maximum of 30 seat hours annually. The one-time lump sum payment will be made prior to August 1 for all seat hours completed during the previous school year.

ARTICLE 18
Duration of Agreement

This Agreement shall remain in effect from July 1, 2013 until midnight on June 30, 2016.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Donna Bird
President

Michael J. Midey
Superintendent of Schools

Dated: _____

Dated: _____

APPENDIX A

Designation and Payroll Deduction Authorization

NAME

BUILDING

ADDRESS

TO: Board of Education, Bloomfield Central School

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Bloomfield Professional Education Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues as certified by the respective Association. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefore. I revoke all instruments, if any, heretofore made by me for any foregoing purposes. This authority shall be continuous while employed in this school system, or until withdrawn by written notice.

- Bloomfield Professional Education Association
- NYSUT
- National Educational Association - AFT
- WCTA Federal Credit Union

Employee Signature

Dated: _____

APPENDIX B

A. Implementation of Agency Fee

If, at any time during the term of this Agreement, the Association produces evidence that 20% or more of the bargaining unit refuses to join the Association, the parties will implement an agency fee for the duration of this Agreement. The agency fee put into effect shall be in accordance with the terms set forth in this Appendix.

B. Payment of Agency Fee to Bloomfield Professional Education Association

1. By virtue of Section 208(3) of the Taylor Law, each person in the bargaining unit represented by the Association who voluntarily chooses not to join the Association shall have a fee equal to the dues of the Association automatically deducted from his/her paycheck. These dues include the portion of the Association dues forwarded to the Association affiliates.
2. Deduction will be made in the same manner as dues are deducted.
3. Payment of the agency fee to the Association shall not entitle the person to membership privileges in the Association and its affiliates.
4. Payment of the fee shall not prohibit a person from joining the Association at any time by completing a membership form.

C. Refund Procedure

The Association hereby adopts the NYSUT refund procedure as the Association's own refund procedure. The Association will utilize the NYSUT panel for any challenges to the amount determined by the Association to be refunded. Each refund amount should be for portions of the fee expended for political or ideological purposes only incidentally related to terms and conditions of employment. Copies of the procedure are available from the Association President.