## SIDEBAR AGREEMENT BLOOMINGDALE BOARD OF EDUCATION (BOARD) And

## **BLOOMINGDALE EDUCATION ASSOCIATION (ASSOCIATION)**

This SideBar Agreement is made this 15 day of February, 2023, between the Board and the Association.

WHEREAS, the Board and Association entered into a Collective Bargaining Agreement ("CBA") for the period of July 1, 2022 through June 30, 2025; and

WHEREAS, the Board is preparing the 2023-2024 school calendar; and

WHEREAS, both the Board and Association also believe other areas of the CBA need mid-contract amendments for purposes of scheduling and security updates;

## NOW, THEREFORE, IT IS AGREED, as follows:

- 1. For the 2023-2024 school calendar only, the parties agree to modify language in the CBA in Article XV, Para. H, Teaching Hours, stating Election Day shall be an in-service day. Accordingly, Election Day in 2023 will not be a day off for the students. The Association and Superintendent will reach a mutual decision on an alternative day to close school for students for purposes of staff professional development.
- 2. The parties agree to add language to the tuition reimbursement section, Article XII, Educational Assistance Plan, so it reads "The District will open a two-month application window from April 1st or the nearest Monday schools are open if April 1st falls on a weekend to June 1st for teachers to submit classes for consideration for tuition reimbursement for the upcoming fiscal year. If the total classes and associated costs submitted during that two-month time period exceed the total allotted funds, the total available funds outlined in the contract in Art. XII, Para. A, 1., will be divided equally among all individuals that submitted completed and approved forms. Should a teacher(s) not complete a course during the year, any remaining funds will be equally divided among staff that successfully completed courses during the fiscal year. If total classes and associated costs do not exceed the total allotted funds, the previous practice will be followed until the allocated funds are exhausted. The District's Business Office will communicate to all staff which practice will be followed as soon as possible following the close of the June 1st deadline."
- 3. The parties agree to modify the language in Article XV, Para. A, that currently reads "As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. Teachers shall indicate their presence or lack of presence by placing a check mark in the appropriate column of the faculty "sign in and sign out" register." Should the District adopt an electronic attendance register, the parties agree to replace Para. A

with: "As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities. The District utilizes an electronic method for sign in and sign out purposes only to enhance building security, and any time in/out stamps recorded by the electronic method will not and cannot be used for staff disciplinary action."

- 4. This Agreement contains the entire agreement and understanding between the parties.
- 5. The parties shall be bound by the terms and conditions of this SideBar Agreement.
- 6. The parties have entered into this SideBar Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals to this Agreement effective on the \_\_/5<sup>th</sup> day of February, 2023.

Charles Caraballo

President

Bloomingdale Board of Education

Christine Lehman

President

Bloomingdale Education Association

Dated:

Dated: