

**Agreement Between the
Bloomington Paraprofessional Association
And the
Bloomington Board of Education
July 1, 2020 through June 30, 2024**

The parties agree to the following:

Article I: Recognition Clause

The Board of Education of Bloomington recognizes the Bloomington Paraprofessional Association as the exclusive bargaining agent for all non-tenured paraprofessional employees of the Bloomington School District including part-time and full-time "paraprofessionals."

Article II: Successor Agreement

- A. The Association and the Bloomington Board of Education agree to commence negotiations for a successor agreement no later than December 31st of the year prior to the year in which the Agreement expires.

- B. The scattergram data and base salaries shall be based on those employees as of the 15th of October of the last year of the present contract.

Article III: Grievance Procedure

A. Definitions

- 1. "A grievance is a claim by a paraprofessional or representatives of paraprofessionals based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a paraprofessional or a group of paraprofessionals."

- 2. An "aggrieved person" is the person or persons making the claim.

- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.

4. The term "grievance" shall not apply to any matter in which the Board of Education is prohibited by specific statute or case law to act, or a complaint of a paraprofessional, which arises by reason of his/her not being re-employed.

5. The term "days" as defined under this article shall be school teaching days

B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any paraprofessional having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance resolved with or without intervention of the Association provided the solution is not inconsistent with the terms of this agreement and state statutes.

C. Procedure

1. Step One

The aggrieved person presents the grievance in writing, directly or through his/her Association Representative to his building principal. The grievance shall identify the specific alleged violation and the requested remedy. An interview is arranged within two days; a decision in writing is given by the principal within five days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person has five days to file an appeal with the superintendent. The superintendent or designee shall arrange another interview with the aggrieved person through the Association Representative(s), within three days. Within five days following the interview the superintendent shall give his written decision to the aggrieved person and the Association Representative.

3. Step Three

If the aggrieved person is still not satisfied, he/she may, within five days of the superintendent's decision, make a written request to the Board through the Association for a review of the decision. The Board or its designated committee shall set a hearing date to be held by the second advertised meeting of the Board after the receipt of the aggrieved person's request. Within ten days after the next scheduled board meeting, the Board will notify the aggrieved person and the Association of its decision in writing.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this agreement,

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he/she may ask the Association to notify the Board in writing within fifteen days of his desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by P.E.R.C.
- b. The decision of the arbitrator shall be advisory on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- d. An aggrieved person shall not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he has instituted a grievance. The party of interest is required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- e. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within 30 school days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.
- f. Documents dealing with the process of grievances shall be filed separately from the personnel file of the participants.
- g. To insure prompt resolution of grievances, all time limits are considered maximum but may be extended by mutual agreement.

Article IV: Employee Rights and Privileges

- A. Whenever any employee is required to participate in any disciplinary meeting or interview, or appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the time, date, location, and reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- B. Any suspension of a paraprofessional employee shall be with pay, except when the employee has been indicted for a crime, is the subject of tenure charges certified by the Board, or under such other circumstances as provided for by law.

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Article V: Vacancies and Promotional Opportunities

- A. All vacancies and promotional opportunities and newly created positions shall be posted within the district for two weeks, thus providing district employees with adequate opportunity to apply for such employment.
- B. Said postings shall include the position title, application procedures, and deadline for application.
- C. Said posting shall be distributed to each building and association president.

Article VI: Personal Leave of Absence

A. Sick Leave

- 1. All paraprofessionals shall have ten (10) days sick leave per year, cumulative without limit. Employees initially hired after the first month of the work year shall be granted one (1) day of sick leave per month remaining in the work year. All sick leave shall be credited to the employees as of the first day of employment.
- 2. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
- 3. A physician's certificate may be required for any employee for an illness after three (3) consecutive days if requested by the Superintendent or his designee.

B. Personal Leave

- 1. All full time and part time employees shall be granted two (2) days per year without loss in pay for personal business which cannot be handled outside of school hours, and shall not be required to state the reason for taking these days other than that he/she is taking them under this section. Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent or his/her delegated agent prior to the date requested.
- 2. Unused personal days may accrue as sick days. At his/her election, each paraprofessional may accumulate a maximum of two (2) personal days for use in immediately succeeding school year. Personal days unused in the current school

year may be carried into the next school year. However, the number of available personal days may never exceed ~~six (6)~~ four (4) in total in any school year. This shall apply in each year of the contract.

C. Child Care

1. Terms of the Federal Family and Medical Leave Act and New Jersey Family Leave Act shall apply.

D. Bereavement

1. All employees may be absent from school without loss of pay for five (5) school days following the death of a member of the immediate family (mother, father, child, grandchild, sister, brother, husband, wife, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, step-parent, civil union partner, or any other member of the household living with the employee as a permanent member of the home).
2. Two (2) days paid bereavement leave shall be granted for grandparents-in-law, aunts, and uncles.
3. In the event that additional days are needed, the superintendent may grant, upon written request, these days from the paraprofessional's personal days bank.

Article VII: Evaluations and Job Description

A. Paraprofessionals will have a uniform evaluation that is used in every building. Job descriptions for each category of paraprofessionals will be given to all paraprofessionals. Annual evaluations shall be completed by April 30th. The Board shall provide notice of non-renewal by May 15th.

Article VIII: Paraprofessional Work Day

A. A part-time paraprofessional work day will be five (5) hours and fifty-five (55) minutes, excluding lunch. The specific start/end times are set by the Administration. There will be a daily unpaid 30-minute lunch. Paraprofessionals will be allowed to have at least a 15-minute paid break in their schedules as arranged by the Administration.

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- B. A full-time paraprofessional work day will be six (6) hours and forty-five (45) minutes, excluding lunch. The specific start/end times are set by the Administration. There will be a daily unpaid 30-minute lunch. Paraprofessionals will be allowed to have at least a 15-minute paid break in their schedules as arranged by the Administration.
- C. To the extent known, employees who have indicated interest in returning will be advised of their employment status and preliminary assignment for the next school year by June 15. Employees shall also be advised of their final assignment, responsibilities, and duties by August 1.

Article IV: Salaries (see, Appendix A)

- A. All paraprofessionals who are ABA trained and assigned to an ABA student and/or assigned to a student with a behavior plan written into his/her IEP and/or the assigned student is not toilet trained as confirmed in his/her IHP will receive the ABA stipend.
- B. Paraprofessionals will be able to apply for stipend extracurricular positions if the teachers do not fill the positions.
- C. Paraprofessionals shall continue to be offered overtime pay when applicable. Paraprofessionals will submit a time card for any minutes over their regular hours. Overtime payment will be based on the dollar amount of hourly rate.
- D. Paraprofessionals will have the option to receive their pay over 12 months.
- E. Effective July 1, 2022, Paraprofessionals will receive longevity for years of service in Bloomingtondale:

5 years \$250.00	10 years \$500.00	15+ years \$1,000.00
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- E. Stipends. Effective July 1, 2022, the following stipends will be paid to paraprofessionals (prorated for working a partial year) who meet the qualifications: County Substitute Certificate: \$500.00; ABA stipend: \$1,000.00. Stipends are payable one time at the end of the year.
- F. Perfect Attendance. Paraprofessionals who use zero (0) sick days and zero (0) personal days in the school year (excluding bereavement leave, jury duty, and personal days used for state-designated legal Jewish holidays) shall receive a \$500.00 payment for the school year.
- G. ABA Training. Paraprofessionals attending mandated ABA training in the summer shall be compensated at their hourly rates of pay.

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H. Effective July 1, 2021, all new paraprofessionals will be assigned to five (5) hours and fifty-five (55) minutes per day, exclusive of a 30 minute unpaid lunch, with a minimum starting salary of \$17,500.00; no health benefits.

Article X: Health Benefits

Employees shall pay health insurance contributions (medical, prescription, dental) in the amounts as set forth by law P.L. 2011.c. 78 or P.L. 2020 c. 44 through payroll deduction.

A. Medical/Health

All full-time employees who are eligible as of July 1, 2021 to be enrolled in the SEHBP (Direct 15 or EHP) Program shall be provided single coverage at Board expense subject to the health insurance contribution.

B. Prescription Drug Plan

The Board shall provide full-time employees with a single coverage SEHBP prescription plan.

C. Dental Plan- eligible full-time employees (see Para. A above)

Preventive and Diagnostic	100%
Basic Services	80/20 Co-pay
Prosthodontics Benefits	50/50 Co-pay

The maximum amount payable for the above services shall be \$2,000 per calendar year.

D. Paraprofessionals eligible under Para. A above who voluntarily waive the insurance benefits set forth above, will be paid twenty-five percent (25%) of the premium savings to the Board, up to a maximum of \$5,000.00. Payment will be made in two installments - January 31st and June 30th. Once an employee voluntarily waives insurance coverage(s), the employee may re-enroll upon proof of any of the following events: birth or adoption of a child, death of spouse, disability of spouse, divorce, legal separation, loss of employment, or change in employment status resulting in ineligibility of benefits. Employees hired after July 1st of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the

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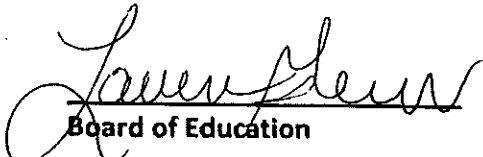
paraprofessional was employed. An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers and flexible spending accounts, including a dependent care flexible spending account.


Article XII: Work Year


- A. Employees shall follow the student school year plus up to three and one-half days of in-service when students are not in session/after student dismissal. Compensation for the in-service days and additional hours are included in the employees' base salaries.
- B. In the event a student who is assigned to an employee is absent, the employee will be re-assigned by the Building Principal or designee and will work his/her regular day.
- C. Employees assigned to lunch, playground, classroom and/or office coverage as part of their assignment as a paraprofessional shall be paid their regular rate of pay for such coverage if such time is beyond the scheduled workday.

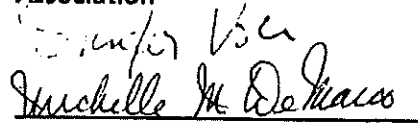
Article XIII: Duration

The Duration of this agreement shall be four (4) years from July 1, 2020 to June 30, 2024.


Board of Education


Board of Education


Association


Michelle M. DeMarco
Association

Dated: 12/15/21

Dated:

Appendix A

Part-Time Salary Guide

Step	2021-22	2022-23	2023-24
1	\$17,500	\$17,807	\$18,160
2	\$17,725	\$18,057	\$18,405
3	\$18,085	\$18,417	\$18,655
4	\$18,445	\$18,777	\$19,025
5	\$18,810	\$19,137	\$19,395
6	\$19,180	\$19,497	\$19,770
7	\$19,550	\$19,857	\$20,145
8	\$19,920	\$20,217	\$20,520

Full-Time Salary Guide

Step	2021-22	2022-23	2023-24
1	\$21,986	\$22,704	\$23,511
2	\$22,514	\$23,238	\$24,047
3	\$23,054	\$23,784	\$24,595
4	\$23,607	\$24,343	\$25,156
5	\$24,174	\$24,915	\$25,730
6	\$24,754	\$25,501	\$26,317
7	\$25,348	\$26,100	\$26,917
8	\$25,956	\$26,713	\$27,531
9	\$26,579	\$27,341	\$28,159
10	\$27,217	\$27,984	\$28,801
11	\$27,870	\$28,642	\$29,458
12	\$28,539	\$29,315	\$30,130
13	\$29,224	\$30,004	\$30,817
14	\$29,925	\$30,709	\$31,520
15	\$30,643	\$31,431	\$32,239
16	\$31,378	\$32,170	\$32,974
17	\$32,131	\$32,926	\$33,726

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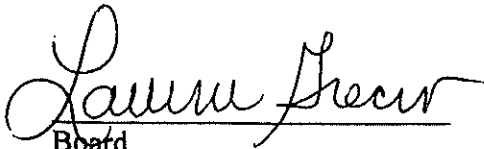
MEMORANDUM OF AGREEMENT


1. The parties agrees to a salary increase over the 2019-20 base salary for those as established by the agreed upon salary guides (attached) for each year of this Agreement:


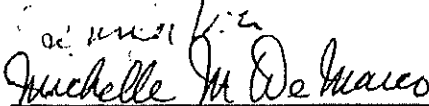
Base Salaries

2020-2021: As paid
2021-2022: 3.0% of the 2020-2021 base, retroactive to July 1, 2021
2022-2023: 3.0% of the 2021-2022 base
2023-2024: 3.0% of the 2022-2023 base

2. The attached contract changes are agreed upon and incorporated in this settlement.


Board


Board


Association

Association

Dated: December 15, 2021

Dated: December __, 2021