

**Agreement Between  
The Bellmawr Board of Education  
and The  
Bellmawr Education Association  
Covering the Period  
July 1, 2022- June 30, 2025**



## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	5
II	Negotiation Procedure	5
III	Grievance Procedure	7
ASSOCIATION MEMBER SECTION		
IV	Association Member Rights	11
V	Association Rights and Privileges	12
VI	Voluntary Transfers and Assignments	14
VII	Promotions	14
VIII	Home Teaching and Federal Programs	15
IX	Association Member Facilities	15
X	Association Member and Administrative Liaison	16
XI	Sick Leave	16
XII	Temporary Leave of Absence	17
XIII	Extended Leave of Absence	18
XIV	Substitutes	22
XV	Professional Development and Educational Improvement	23
XVI	Protection of Association Members, Students, & Property	25
XVII	Maintenance of Classroom Control and Discipline	26
XVIII	Insurance Protection	26
XIX	Personal and Academic Freedom	28
XX	Instructional Materials and Supplies	29
XXI	Miscellaneous Provisions	29

<u>ARTICLE</u>		<u>PAGE</u>
XXII	BEA Member Workload	30
CERTIFICATED STAFF MEMBER SECTION		
XXIII	Certificated Staff Work Year	30
XXIV	Teaching Hours and Work Load	31
XXV	Non-Teaching Duty	33
XXVI	Certificated Staff Employment	33
XXVII	Certificated Staff Salaries	34
XXVIII	Certificated Staff Assignment	35
XXIX	Certificated Staff Evaluation	35
XXX	Reduction In Force	36
ADMINISTRATIVE ASSISTANT SECTION		
XXXI	Administrative Assistant Work Year	37
XXXII	Administrative Assistants Salaries	38
XXXIII	Vacation and Holidays	39
CUSTODIAL SECTION		
XXXIV	Custodian Salaries	40
XXXV	Vacation and Holidays	42
PARAPROFESSIONAL SECTION		
XXXVI	Paraprofessional Work Year	43
XXXVII	Paraprofessional Hours and Work Load	44
XXXVIII	Paraprofessional Employment	45
XXXIX	Paraprofessional Salaries	45
XL	Paraprofessional Evaluation	45
XLI	Duration of Agreement	46

SCHEDULES

A.	Certificated Staff Salary Schedules	47
B.	Other Programs	51
C	Administrative Assistant Salary Schedules	53
D.	Custodian Salary Schedule	54
E	Paraprofessional Salary Schedule	55

APPENDIX

A	Medical Benefits
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THIS AGREEMENT is effective the first day of July, 2022 between the Board of Education of the Borough of Bellmawr, hereinafter called the "Board" and the Bellmawr Education Association, hereinafter called the "Association."

WHEREAS, the members of the teaching profession are particularly qualified to educate the children assigned to them, thus improving the educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached a certain understanding which they desire to confirm in this Agreement,

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Bellmawr Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certificated and non-certificated personnel whether under contract, implied, or stated, or a per diem basis, employed or to be employed by the Board including:

Teachers	Administrative Assistants
Nurses	Custodians
Media Specialists	Paraprofessionals
Social Worker	Special Education Teachers
Reading Teacher	Psychologist
Speech Therapists	Guidance Counselors
Learning Disabilities Specialist	Educational Sign Language Interpreters
Instructional Coaches	BCBA

But excluding:

Superintendent	Board Secretary/Business Administrator
Principals	Director of Special Services
Director of Curriculum and Instruction	
Directors, Supervisors, Computer Technician, Confidential Administrative Assistants	
Administrative Assistant to the Superintendent	

- B. Unless otherwise indicated, the term "Association Member", when used hereinafter in the Agreement, shall refer to all Certificated and Non-Certificated staff represented by the Association in the negotiating unit as above defined.
1. Certificated Staff refers to all employees holding a New Jersey Department of Education certificate.
  2. Non-Certificated Staff refers to paraprofessionals, administrative assistants, custodians and any other association members.

## ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Proposals will be mutually exchanged no later than February 15<sup>th</sup> of the calendar year in which the agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be ratified by general membership of the Association, be signed by the Board and Association and be adopted by the Board.

- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, the following records, data, and information of the Bellmawr School District: an audit report, a complete list of Association Member names, salaries and step on guide.
- C. Neither party shall have any control over the selection of the negotiating representatives of the other party. The parties pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counterproposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet upon request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Agendas will be set at the prior meeting and if not set at that time, they will be sent by each party three (3) calendar days before the next scheduled meeting.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Association Member involved are free from assigned instructional responsibilities, unless otherwise agreed.
- a. The BEA negotiation members agree to meet no more than once a month during the academic year with the Superintendent and / or Board of Education to discuss future contract changes, additions, deletions, and revisions to be made on the next contract negotiated.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. The Board agrees not to negotiate concerning said employees in the majority negotiating unit as defined in Article I of this Agreement, with any organization other than the Association Member for the duration of this Agreement.
- F. The Board agrees to reopen negotiations and if mutually agreed upon amend any section of this Agreement dealing with salary whenever state and/or federal funds over and above those previously anticipated for the current budget year have been appropriated.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate, with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- I. When a new contract is not in place by July upon settlement of the contract salary will be retroactive to July 1st.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an Association Member or group of Association Members and/or the interpretation, meaning or application of any of the provisions of this Agreement which has not been settled amicably after a conference between the aggrieved person and the supervisor with whom they have a conflict. A complaint of a non-tenured Association member or probationary employee which arises by reason of their not being re-employed shall not be considered, subject to a grievance procedure.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in 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.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration providing he has worked through the accepted chain of command having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.



2. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, should result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Preparation for filing a Grievance
  - a. An aggrieved person shall first discuss it with their Principal or immediate supervisor, either directly or through the Association's designated Representative, with the objective of resolving the matter informally. No grievance shall be brought to the preparatory period if thirty (30) school days have lapsed since the grievance occurred.
4. Level One
  - a. If the aggrieved person is not satisfied with the disposition of his grievance at the preparatory level, he may file duplicate copies of the grievance in writing to the PR & R chair within ten (10) school days after the grievance was presented, together with a report setting forth the action taken, the efforts made and investigation conducted in attempting to resolve the grievance.
  - b. The PR & R shall forward a duplicate copy of the written grievance and report to their principal or immediate supervisor within five (5) school days, after having received said information.
  - c. The Principal or immediate supervisor shall forward the duplicate copy of the written grievance and report of the aggrieved person together with their report of the aggrieved person together with their report setting forth the action taken, the efforts made and investigation conducted in attempting to resolve the grievance to the Superintendent of Schools within five (5) school days after having received a copy of the grievance and report.
5. Level Two
  - a. The Superintendent shall hold a hearing on the grievance within ten (10) school days after the grievance is filed with the Superintendent. The aggrieved person and representative of the PR & R committee shall be present at the hearing and may present such facts as are relevant to the grievance being considered.
  - b. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing. A copy of such decision shall be forwarded immediately to the PR & R chair which shall notify the aggrieved person.

## 6. Level Three

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing or fifteen (15) school days after the grievance has been filed with the Superintendent, they may request the PR & R chair to appeal the grievance to the Board, in which event the PR & R chair shall take the appeal by notifying the Superintendent in writing.
- b. A quorum of the Board shall meet in executive session with the grievant and representatives of the PR & R committee on the grievance at its next regularly scheduled meeting after the appeal is filed to review the relevant facts presented at Level Two. The aggrieved person and representatives of the PR & R committee shall be present solely for the purpose of reviewing the accuracy of the facts presented.
- c. The Board shall render a written decision on the grievance within twenty (20) school days after the meeting. A copy of such decision shall be forwarded immediately to the PR & R chair which shall notify the aggrieved.

## 7. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event that the Board does not render a decision within twenty (20) school days after having met with the grievant and representatives of the PR & R committee or thirty (30) calendar days after the appeal was filed with the Superintendent, they may, within five (5) school days after PR & R committee receives notice of the decision by the Board, request in writing that the PR & R committee determines that the grievance is meritorious and submitting it to arbitration is in the best interests of the Bellmawr School System, it may submit the grievance to Arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. In the event no arbitrators can be agreed upon, the Board and the Association shall each select an arbitrator who in turn will select a third arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue their decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association if binding arbitration is mutually agreed upon. Any other expenses incurred shall be paid by the party incurring same. In the event that one party wants to enter into binding arbitration and the other party disagrees, all costs shall be borne by the losing party. If the arbitrator renders a compromise decision, the arbitrator shall have, at his discretion, the right to divide portions of the cost amongst both parties involved. All costs include expert fees and legal fees.

#### D. Rights of Association Members to Representation

- 1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any building representative, and any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

- 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and sufficient copies distributed to each building representative, school office, and President of the Association, so as to facilitate operation of the grievance procedure.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- 3. Any meetings held to discuss grievance at any level shall not be covered by Article VII.
- 4. All Association Members, including the aggrieved person shall be required to continue to follow all directives of the Superintendent or his representatives, regardless of the pendency of any grievance, until such grievance is properly determined. Whenever a grievance is filed, the Association Member will continue to perform all duties, until such time as the final and binding award has been rendered.

5. Unless mutually agreed to otherwise, failure on the part of the grievant or the Association to proceed from one level to the next within the stated limits shall be construed as an abandonment of the grievance.
6. Unless mutually agreed to otherwise, failure on the Board of Education or the Administration to respond within the stated limits shall result in a termination of the grievance in favor of the aggrieved.

## **ASSOCIATION MEMBER SECTION**

### **ARTICLE IV ASSOCIATION MEMBER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws of 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any, Association Member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, his participation in any activities of the negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Association Member such rights as they may have under New Jersey School Laws or state and federal regulations.
- C. No Association Member shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any Association Member is required to appear before the Superintendent, Board, or any Committee concerning termination of employment or salary, they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview. Any suspension of an Association Member pending charges shall be with pay until the Board tenders their final decision.
- E. Any question or criticism by a supervisor or administrator of an Association Member and his\her instructional methodology shall be made in confidence and not in the presence of public gatherings. Association Members also shall be bound by this Article in relation to supervisors and administrators. Nothing contained herein shall prevent a supervisor or administrator from discussing any questions that exist between parent and Association Member.

- F. Association Members may request to see personnel files during normal business days and normal business hours with at least forty-eight (48) hours' notice. These files will be made available in the School Office of the Superintendent and no more than five (5) Association Members may seek to see these files at the same time. The exact scheduling for the file viewing will be at a time mutually agreed upon.
- G. The Superintendent will distribute a copy of the board policy on Association Members protection at the first general faculty meeting in September.

## **ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the District, including, but not limited to: annual personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and names and addresses of all Association Members, that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Certificated and Non-Certificated Staff and their students.
- B. Whenever any representative of the Association or any Association Member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.
- C. Representatives of the Association, and the New Jersey Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations provided permission has been obtained from the Superintendent or the Building Principal.
- D. The Association and its representatives may use school buildings for meetings provided permission has been obtained from the Superintendent. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.
- E. Representation Fee
  - 1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

## 2. Amount of Fee / Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representative fee to be paid by non-members will be determined by the Association in accordance with the law.

## 3. Deduction and Transmission of Fee

### a. Notification

On or about the fifteenth of September of each year, the Board will submit to the Association a list of all Association Members in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those Association Members who are required to pay the representation fee.

### b. Payroll Deduction Schedule

The Board will deduct from the salaries of the Association Members referred to in Section C- 1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

### c. Termination of Employment

If Association Members are required to pay a representation fee terminates their employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Association Members during the membership year in question.

### d. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

### e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph one above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

## f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all Association Members who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, dates of employment and places of assignment for all such Association Members. The Board will also notify the Association of any change in the status of an Association Member regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

## F. Indemnification and Save Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability, including reasonable attorney's fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

### **ARTICLE VI VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual Association Member shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If an Association Member request for transfer has been denied, a renewed or subsequent request for transfer may be made in the following school year.
- B. When, in the opinion of the administration, a situation arises whereby a transfer of grade and/or subject assignment or building may prove the determining factor toward an individual retaining their job, voluntary transfer may take place when mutually agreed upon by the Association Member and the administration. This transfer shall take precedence over any applied voluntary transfer.

### **ARTICLE VII PROMOTIONS**

- A. The Superintendent will notify the Association of all vacancies.
- B. When school is in session, the Association shall be notified as far in advance as practicable, and no less than fifteen (15) days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at a time of posting. Association Members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
- C. The Superintendent shall post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

- D. The Board will notify the Association of qualifications, duties and compensation. The Board also agrees to notify the Association upon any decision which would alter any of the above.
- E. All qualified Association Members shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified Association Members already employed by the Board and when all other factors are substantially equal, length of time in the Bellmawr School District shall be the deciding factor.

### **ARTICLE VIII HOME TEACHING AND FEDERAL PROGRAMS**

- A. All openings for positions in home teaching, federal projects, and other programs (including non-teaching positions for which Association Members may be qualified and eligible) shall be adequately publicized for publicizing promotional vacancies set forth in Article XVI, Sections A and B, of this Agreement. The Association will furnish the Superintendent with a list of people interested in home teaching openings by October first (1). These people will be given first consideration.
- B. In filling such positions, consideration shall be given to an Association Member's area of competence, major and/or minor field of study, quality of teaching performance, school district; and when all other factors are substantially equal, preference shall be given first to Association Members who have taught the subject area and/or grade level in question during the regular school year and then to Association Members who have taught the grade and/or subject in question on a regular basis at any time during the preceding years. Association Members employed in the Bellmawr School District shall have priority to such assignments before appointment to applicants from outside the District.
- C. Salary schedules for positions included in the Article shall be negotiated under procedures outlined in Article II of this Agreement.

### **ARTICLE IX ASSOCIATION MEMBER FACILITIES**

- A. Each school shall have the following facilities:
  1. An appropriately furnished room which shall be reserved for the exclusive use of Association Members as a faculty lounge. Although Association Members shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall regularly cleaned by the school's custodial staff.
  2. Well-lighted and clean Association Members' rest room, separate for each sex and separate from the students' rest rooms.



3. Copies, exclusively for each Association Members' use, of all texts used in each of the courses he or she are to teach.

**ARTICLE X  
ASSOCIATION MEMBER & ADMINISTRATION LIAISON**

- A. The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement. These representatives shall consist of the Association President, Vice President, Principals from each building, building representatives from each building or their alternatives.

**ARTICLE XI  
SICK LEAVE**

- A. All Association Members employed on a ten (10) month contract shall be entitled to ten (10) sick leave days each school year and those Association Members employed on a twelve (12) month contract shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Association Members who begin employment after the start of the contractual period shall receive a pro-rated number of sick days.
- B. Upon successful application to the New Jersey Pension and Annuity Fund, a retiring Association Member shall be reimbursed financially for unlimited accumulated sick days. A reimbursement of one hundred (\$100) dollars per accumulated sick day shall be for the duration of the contract (July 1, 2022 – June 30, 2025).
- C. Should total sick leave reimbursement be \$15,000 or less, the Board agrees to a lump sum payout by July 15 for a June 30 retiree and January 15 for a December 31 retiree of the Association Member's last year. A payout that exceeds the above figures will be paid out over three (3) or five (5) years, as selected by the Association Member in equal installments complying with the above dates.
- D. In the event of the death of the retiree prior to the completion of payments for sick leave reimbursement, the Board agrees to complete payments to the retiree's estate within one (1) year of death.
- E. Any Association Member of the Bellmawr Board of Education who amasses perfect attendance in any calendar school year shall accumulate an additional one (1) sick day.
- F. Association Members starting work July 1, 2007 or after shall have a reimbursement cap of twenty thousand (\$20,000) dollars. Association Members starting work on or after May 21, 2010 shall have a reimbursement cap of fifteen thousand (\$15,000) dollars.

**ARTICLE XII**  
**TEMPORARY LEAVES OF ABSENCE**

- A. Association Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year;
1. Time necessary for appearance in any legal proceedings connected with the Association Member's employment.
  2. Time necessary for jury duty, less the amount of money received as compensation for jury duty service.
  3. Up to five (5) days at any one time in the event of death of an Association Member's spouse, domestic partner, or civil union partner, child, grandchild, parent, grandparent, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, and sister-in-law and any other co-habitor of the immediate household. Association Members shall be granted up to two (2) days in the event of death of an Association Member's relative outside the member's immediate family as defined above. A form shall be submitted to the Superintendent indicating the reason for the absence.
    - a. In the event of a death of a student in the Bellmawr School System, the Superintendent shall grant to a maximum of three (3) Association Members sufficient time off to attend the funeral.
    - b. In the event of the death of an Association Member in the Bellmawr School System a mutual decision will be reached by the Association President and the Superintendent concerning the arrangements.
  4. In the event of serious illness of an Association Member's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other co-habitor of the immediate household, the Association Member shall receive four (4) days leave.
    - a. This limit may be extended by the Superintendent, at his/her sole discretion, upon the request by the Association Member. Form A-4 will be submitted to the superintendent within two (2) working days following the Association Member's return to work as a condition of being paid. Also the required doctor's/nurse's note will be submitted within ten (10) working days.
  5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An Association Members shall be paid up to two (2) week's salary, less their military pay, at any one time.

- B. An allowance of up to three (3) days shall be granted by the Superintendent for personal business which cannot be handled outside of school hours or for any other emergency. Five (5) days prior notice should be given where possible. A minimum of forty-eight (48) hours' notice must be given in any case. Except in case of an emergency, then the Superintendent's Office must be contacted as soon as the Association Member becomes aware of the emergency and the nature of the emergency must be made known to the Superintendent. These days also may not be utilized to extend any legal holiday, vacation or sick leave period. Also subsequent honeymoon or recreational or pleasure activities are excluded from personal business leave. These three (3) days may not be used to extend limits on absences listed in other articles of this Agreement. Only five percent (5%) of the staff may be absent under the terms of this Article at any one time. The three (3) days may be utilized for preparation for marriage, honeymoon, or one (1) day to attend a marriage of a member of the immediate family. Medical visitation to prevent serious illness would be considered a valid use of days in this Article. Any unused personal leave time in this section shall automatically convert to cumulative sick leave days in the next contract year. Association Members who begin employment after the start of the contractual period shall receive a pro-rated number of personal days.

### **ARTICLE XIII EXTENDED LEAVES OF ABSENCE**

- A. Types of Extended Leaves. An Association Member may apply for a variety of extended leaves of absence. Such leaves may be taken individually or in combination with each other.
1. District Extended Leave allows an Association Member to be absent for an extended period of time without pay and without benefits. The four types of District Extended Leave are:
    - a. General Extended Leave may be granted at the Board's discretion.
    - b. Maternity Leave may be granted for the Association Member's preparation for delivery, delivery, and recovery from delivery. Within such a leave, an Association Member may utilize, without a doctor's note, up to a maximum of forty (40) days of accumulated sick leave and receive pay and benefits for those days.
    - c. Child Rearing Leave may be granted for child rearing following the adoption of a child. The leave shall commence upon receiving de facto custody of the child, or earlier, if necessary to fulfill the requirements for the adoption.
    - d. Sabbatical Leave may be granted for study or travel without pay. Only one Association member may be on sabbatical leave in a given year and the Association Member must be tenured in the district. Application for Sabbatical Leave must be submitted to the Superintendent no later than January 1 for the following school year. Such application must include the educational advantages to be gained by the Board. The decision of whether to grant a Sabbatical Leave request shall be within the sole discretion of the Superintendent.

2. Federal Medical Leave Act allows an Association Member to be absent for specified reasons for twelve (12) weeks within a twelve (12) month period. Federal Family Leave is without pay but with benefits.
3. New Jersey Family Leave Act allows an Association member to be absent for specified reasons for twelve (12) weeks within a twenty-four month period. New Jersey Family Leave is without pay but with benefits.

## B. Length of Extended Leaves

### 1. District Extended Leaves

- a. The length of all General Extended Leaves shall be agreed to by the Board. The Board shall consider the length of the leave requested by the individual and the hardship imposed upon the District due to the individual's absence when determining the length of leave. All lengths of General Extended Leave shall be inclusive of pertinent leaves granted pursuant to the Federal and/or New Jersey Family Leave Acts, and the portion of any General Extended Leave extending beyond leaves granted pursuant to the Federal and/or New Jersey Family Leave Acts shall not include benefits. All leaves granted must begin and end with the natural break in the calendar.
- b. An Association Member shall be granted a Maternity Leave of absence without a doctor's note at the Board's discretion without pay and without benefits for up to forty (40) days. If the Association Member elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The Association Member may use up to forty (40) days of accumulated sick leave for this purpose. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the educational program to which the Association Member was assigned. All lengths of Maternity Leave shall be inclusive of pertinent leaves granted pursuant to the Federal and/or New Jersey Family Leave Acts, and the portion of any Maternity Leave extending beyond the leaves granted pursuant to the Federal and/or New Jersey Family Leave Acts shall not include benefits. All non-statutory leaves granted must begin and end with the natural break in the calendar.
- c. An Association Member shall be granted Child Rearing Leave at the Board's discretion for up to forty (40) days without a doctor's note provided that the Association Member has notified the Superintendent a minimum of ninety (90) days, if possible, prior the adoption of the child. All lengths of Child Rearing Leave shall be inclusive of pertinent leaves granted pursuant to the Federal and/or New Jersey Family Leave Acts, and the portion of any Child Rearing Leave extending beyond leaves granted pursuant to the Federal and/or New Jersey Family Leave Acts shall not include benefits. All non-statutory leaves must begin and end with the natural break in the calendar.
- d. An Association Member may be granted Sabbatical Leave at the Board's discretion for a maximum of one (1) school year. Only one Association Member may be on Sabbatical Leave in any given school year and any employee seeking Sabbatical Leave must be tenured in the district.

2. Federal and/or New Jersey Family Leave will be granted to an Association Member in accordance with the terms and timeframes provided by law.
3. After the granting of leave to any Association Member pursuant to the provisions of this Article, the Board will give reasonable consideration to requests from the Association Member for either the extension or reduction of the period of leave so granted, provided that the Association Member requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medical contraindicated and that the Association Member is or will be able to resume his or her duties on the date on which resumption is requested. All extensions or renewals of leaves may be applied for in writing. The response for such extension or renewal, whether approved or not, shall be in writing. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence. The Board shall grant a request to reduce a leave if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the Association Member was assigned and the Board has not contractually obligated itself to employ a replacement for the period for which leave had been originally requested. If the Board has contractually obligated itself to employ a replacement, the returning Association Member will be placed in an alternative assignment at full salary for the remaining duration of the replacement contract.
4. The Board may require as a condition of the Association Member's return to service the production of a certificate from a physician certifying that the Association Member is medically able to assume his or her duties.
5. In the event of a Maternity Disability leave, the Board reserves the right to remove any Association Member from her position or insist that the Association Member accept a leave of absence there from if, upon return from any leave under this Article, her performance has substantially declined in comparison to her performance prior to the commencement of her leave, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:
  - a. In the event of a Maternity Disability leave, the Association Member, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
  - b. In the event of a Maternity Disability leave, the Association Member's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties; or

- c. In the event of a Maternity Disability leave, if, after a difference of medical opinion by the Association Member's physician and the Board's physician, a third physician designated by mutual agreement of the Association Member and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in their opinion, the Association Member is not medically able to perform her duties.
6. All benefits to which an Association Member was entitled at the time of his or her leave of absence commenced, including unused accumulated sick leave, shall be restored to him or her upon his or her return, and he or she shall be assigned to the same position which he or she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

### C. Procedures

1. All requests for extended leaves of absence must be submitted in writing to the Superintendent and must specify the following:
  - a. The type(s) of leave(s) that is (are) being requested (District General Leave, District Maternity Leave, District Child Rearing Leave, District Sabbatical Leave, Federal Medical Leave Act, New Jersey Family Leave Act);
  - b. The dates of the requested leave(s); and
  - c. The purpose for the requested leave(s).
2. Request for leaves that are foreseeable shall be submitted at least sixty (60) days, when possible, in advance of the beginning of the leave.
3. District Maternity Leave
  - a. An Association Member shall notify the Superintendent of her pregnancy within sixty (60) days of medical confirmation so that a suitable replacement may be secured.
  - b. The Association Member shall notify the Superintendent of her intention to utilize accumulated sick leave up to a maximum of forty (40) days, without a doctor's note, during the period of disability.
  - c. The Association Member shall submit a physician's statement attesting to her general health, how long she may continue normal teaching, the expected date of birth, and the expected date of return.
  - d. Prior to returning to work, the Association Member shall submit a physician's statement certifying her ability to resume normal duties.
  - e. A statement of intent to return to normal duties the following school year shall be submitted to the Superintendent no later than April 15 of the leave year.

#### 4. District Child Rearing Leave

- a. Notice of the commencement of child rearing leave shall be submitted to the Superintendent no less than sixty (60) days, when possible, prior to the start of the leave and shall include commencement and termination dates of such leave.
- b. A statement of intent to return to normal duties the following school year shall be submitted to the Superintendent no later than April 15 of the leave year.

#### D. Benefits and Salary

1. Leaves granted under this article are without salary, except as provided in District Maternity Leave through the use of accumulated sick leave.
2. Employees on non-statutory District General Leave shall not be entitled to benefits.
3. Employees on non-statutory District Maternity Leave shall not be entitled to benefits if accumulated sick leave is not utilized. If accumulated sick leave is utilized, benefits will continue for the duration of such use.
4. Employees on District Child Rearing Leave shall be entitled to no benefits.
5. Employees on leave pursuant to the Federal and/or New Jersey Family Leave Acts shall be entitled to benefits as provided by law.
6. When an employee combines non-statutory District Maternity Leave and/or District Child Rearing Leave with leave pursuant to the Federal and/or New Jersey Family Leave Acts, benefits shall be provided as per the Federal and/or New Jersey Family Leave Acts' rules.
7. An Association Member desiring to continue health insurance coverage during a leave may purchase any or all available coverage as permitted by the carrier by paying in advance to the Board the premium rates charged to the Board by its insurance carrier.

### **ARTICLE XIV SUBSTITUTES**

- A. In the absence of any Association Member who meets with regularly assigned classes, a substitute will be provided.
- B. If a substitute cannot be provided, Association Member (s) who assume any of the teaching responsibilities of the absent Association Member shall be reimbursed at the following rates: 2022-2025: thirty-five (\$35) per hour of coverage for actual time worked. Total reimbursement shall not exceed five (5) hours per day.
  1. Assuming homeroom responsibility in grades five (5) through eight (8) shall not be reimbursable time except under the following conditions:

- a. An Association Member covering morning homeroom also covers any or all of the teaching period which immediately follows.
- b. An Association Member who covers afternoon homeroom also covers any or all of the teaching period immediately preceding homeroom.

**ARTICLE XV  
PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT**

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophies and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. Beginning July 1, 2008 the contract will have a thirty thousand dollar (\$30,000) cap. A maximum of one thousand, five hundred dollars (\$1,500) per semester per teacher shall be reimbursed. This one thousand, five hundred may include, tuition, books, and fees related to the course.
  - 1. Fifteen thousand dollars (\$15,000) will be allotted for the summer semester (July 1 — August 31).
  - 2. Fifteen thousand dollars (\$15,000) plus any unused money from the summer semester will be allotted for the fall semester (September 1 — December 31).
    - a. Teachers who did not take a course during the summer semester will be given priority for the fall semester.
    - b. If any money remains those teachers who completed a summer course may apply.
  - 3. Any remaining money will be allotted for the spring semester (January 1-June 30). 2.a. and 2.b. will apply for this semester.
  - 4. The courses for which reimbursement is sought must be previously approved, in writing, by the Superintendent.
- C. Requirements:
  - 1. Staff member must be an employee of the board when the courses are taken.



2. Staff member must submit Form D-10, Request for Reimbursement, to the Superintendent, fourteen (14) days prior to registration for the course. Staff member may apply for the fall semester in the fall, the spring semester in the spring, and the summer semester in the summer. The intent here's to eliminate one staff member laying out and applying for a full year of classes all at once; thereby, lessening the money available for other staff members.
3. Staff members must receive notice of approval or disapproval by Superintendent within one (1) week of submitting Form D-10.
4. Staff member shall receive reimbursement for courses which are taken between July 1 and June 30 of each school year provided the employee has earned a grade of "B" or better for the approved course(s).

D. Procedure for Reimbursement:

1. Staff member shall submit the following to the Board Secretary upon receipt of the transcript.
  - a. the transcript
  - b. the receipted bill for tuition or a cancelled check
  - c. receipted bill for text
2. All reimbursements will be made during the next billing cycle following submission of a, b, and c above.

E. Holders of substandard certificates shall receive reimbursement only for courses that earn credits in addition to those needed to keep their present certificates valid. Therefore, all procedures necessary for reimbursement must also be followed for the courses needed to obtain the initial four (4) credits.

F. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in the connection with any courses, workshops, seminars, conferences, in service training sessions such as a session which a teacher is required and/or requested by the administration to take.

G. The additional school day agreed upon through negotiations goes into effect on July 1, 2001. The following conditions reflect said negotiated day.

1. Said day is to be a non-contact student day.
2. Said day is to be used solely for professional development.
3. Said day cannot be scheduled beyond the student's calendar school year.
4. The professional staff's school year will end on the last day of the student's calendar school year.

- H. The Board will provide in-district training to help satisfy the mandated one hundred (100) hours over five years of professional development.
1. In the event of an emergency school closing on said professional development day, said day will be rescheduled.
- I. The Superintendent shall inform the association of the tentative amount of reimbursement funds available on the following dates.
1. September 15
  2. January 30
  3. June 30
- J. Tuition reimbursement which is paid pursuant to this section shall be repaid to the District in the event that the recipient of the reimbursement terminates employment within a two (2) year period of course completion except in the following circumstances.
1. Serious illness of a teacher or a family member of the teacher's immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family.
  2. Change of Spousal employment necessitating a geographical location.
  3. Any verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.
  4. Death of an employee.
  5. Non-renewal or termination of employment by the District.

**ARTICLE XVI**  
**PROTECTION OF ASSOCIATION MEMBERS, STUDENTS & PROPERTY**

- A. An Association Member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. An Association Member may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. 1. The Board shall give full support to the Association Member in the event of an assault when acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, the Association Member shall not forfeit any sick leave or personal leave.

3. Benefits derived under this or subsequent agreements shall continue beyond the period of any Worker's Compensation until the complete recovery an Association Member when absence arises out of/ or from an assault or injury.
- D. 1. An Association Member shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall act as liaison between the Association Member, the police and the courts, where necessary.
- E. If criminal or civil proceedings are brought against an Association Member alleging that they committed an assault in connection with their employment, such Association Member may request the Board to furnish legal counsel to defend them in such proceeding. If the Board does not offer to provide such counsel and the Association Member prevails in the proceeding, then the Board will reimburse the Association Member for counsel fee incurred by them in their successful defense.
- F. A minimum of two (2) school nurses will be scheduled in the school system each day.
- G. The Board shall reimburse an Association Member for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of their employment.

**ARTICLE XVII  
MAINTENANCE OF CLASSROOM  
CONTROL AND DISCIPLINE**

After the Association Member has exhausted all avenues of discipline, the Association Member may send the child to the office.

**ARTICLE XVIII  
INSURANCE PROTECTION**

- A. The Board shall continue to provide the health-care insurance protection P.L. 2011, c. 78, employees shall contribute towards the cost of the premium of all health insurance plans. The Board shall pay the premium for each Association Member as applied for, beginning on the first day of September.
1. For each teacher who remains in the employ of the Board of Education for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30.

2. Teachers who sign contracts after the beginning of the school year, who are still employed by the Board in June of that year shall contribute toward their succeeding July and August insurance premiums in an amount equal to the percentage of months [one tenth (1/10)] not worked in the school year at the level of coverage they have selected commencing September first (1).
  
3. Optional (for Association Member)
  - a. The Board and Association agree to establish a cash option in lieu of health benefits based on P.L. 2011, c. 78 and subject to standard IRS regulations pursuant to Section 125, Cafeteria Plans.
    - 1) Criteria
      - (a) Spouses who are employed by any state agency are not eligible for this option.
  
  - b. An Association Member otherwise entitled to health insurance benefits, medical, prescription, dental and vision shall have the option to withdraw from such coverage and to be paid a sum equal to twenty-five (25) percent of Board's cost of health benefits. This sum shall not exceed five thousand (\$5,000) dollars. All withdrawals from health insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the carrier. Level of coverage effective at time of contract ratification. The cash payment shall be made at the end of the school year (available on the last day of school) or in the event of employment termination, a prorated amount shall be paid when the next available payroll is processed.
  
  - c. All payments in lieu of health benefits are subject to taxation for State and Federal purposes.
  
  - d. Notwithstanding the above, Association Members who have a change in status [i.e. termination of employment, divorce (copy of decree required), death (copy of death certificate required), group contract policy terminated, military discharge (Form DD214 required)] which causes them to lose coverage elsewhere shall be entitled to re-enroll into the health benefits program provided by the Board and at the coverage level previously held prior to "Cash option."
  
  - e. Coverage will begin the first of the month following reapplication for all reasons of termination of health benefits as defined in A-2 except death of insured spouse in which case coverage shall begin immediately after certifying officer is notified of insured spouse becoming deceased.
  
  - f. The Bellmawr Education Association and the Board of Education will implement the Cafeteria Plan whenever said plan is recognized by any health carrier.
  
  - g. All cash in lieu of benefit payments shall be made on the June 30 payroll.

4. All Association Members shall be provided with the following insurance coverage as per P.L. 2011, c. 78.

a. Family General Health Coverage

- 1) Prescription
- 2) Dental
- 3) Vision

B. The Board shall provide to each Association Members description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of the conditions and limits of coverage as listed in this Article.

C. Any Association Members who chooses not to participate in the health insurance plan may participate in the NJEA approved/adopted disability plan as described in the proposal on file in the office of the board secretary.

D. The Board will provide a family prescription drug plan with the Board to pay the full cost of the premium. The co-pay per prescription will be regulated by the State Health Benefits Plan. A summary of the benefits is attached to and made a part of this agreement as Appendix B.

1. These Association Members qualifying under section XXVIII A 4b shall receive the above benefits.

E. The Board agrees to continue to provide Family Dental Insurance with the Board to pay the full cost of the premium. A summary of the table of benefits is attached to and made a part of this agreement as Appendix C.

1. These Association Members qualifying under section XXVIII A 4b shall receive the above benefits.

F. The Board shall offer a vision insurance plan for eligible Association members. Association members enrolled in such plan shall make payments toward the cost of vision in accordance with Chapter 78.

**ARTICLE XIX  
PERSONAL AND ACADEMIC FREEDOM**

A. The personal life of an Association Member is not an appropriate concern or attention of the Board, except as it may directly prevent the Association Member from performing properly his/her assigned functions during the work day or bring discredit to the school system.

B. Association Members shall be entitled to full rights of citizenship, and no religious or political activities of any Association Members or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Association Member, providing said activities do not violate any local, state or federal law.

- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Bellmawr School District, and they acknowledge the fundamental need to protect all Association Members from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their assigned functions.

**ARTICLE XX  
INSTRUCTIONAL MATERIALS AND SUPPLIES**

Teachers shall have the right to forward requests for supplies needed beyond the scope of the general supply list to the Board for approval providing one (1) month's advanced notice is given and approval of the school principal is received.

**ARTICLE XXI  
MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any Association Member or group of Association Members is held to the contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual member of the negotiating unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be printed and the expense shall be equally shared by both parties and made available within ninety (90) days after the Agreement is signed. It shall be made available to those now employed or hereafter employed.
- D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign and retain Association Members in positions in the School District, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against Association Members, (c) to relieve Association Members from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the School District operations entrusted to them, and (e) to determine the methods, means and personnel by which such operations are to be conducted
- E. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- F. All terms and conditions of employment in force and effect on the date of this Agreement, known by the parties or an agent thereof, shall continue to be applicable during the term of this Agreement.

**ARTICLE XXII  
BEA MEMBER WORKLOAD**

- A. Association Members participation in extracurricular activities, which are conducted after the close of the Association Members' normal hours, shall be voluntary and shall be compensated according to the rate of pay and/or release time in Schedule B.
- B. To assist in improving the education program in the district, Association Members may attend district and regional meetings concerning curriculum, instruction, and other educational matters. Such meetings shall have prior approval of the Superintendent.
1. Association Members who are members of the committees shall be provided with the necessary release time with the purpose of working on any of the projects defined above. Such release time shall consist of not less than one (1) hour prior to the close of the student's day.
  2. Release time shall not be considered applicable under Article VII, A-2, except with the advanced approval of the Superintendent.
  3. Scheduling dates of the above listed committees shall be coordinated through the Superintendent's Office.
  4. At the discretion of the Superintendent, Association Members shall serve on the above committees on release time.
  5. A maximum of ten (10) meetings per school year per committee shall be held on release time.

**CERTIFICATED STAFF SECTION**

**ARTICLE XXIII  
CERTIFICATED STAFF WORK YEAR**

- A. 1. The maximum length of the in-school work year shall be one hundred-eighty five (185) days, except if school budgets are fully funded by an act of the Legislature or the State and if an act of the Legislature or the State mandates that local school districts provide additional days of certificated staff attendance over and above the existing negotiated work year, then the Board and the Association shall meet and reopen contractual negotiations on this Article, in order to incorporate within this Article the exact increase in the number of days that is agreed upon between the parties, during these reopening negotiations.

If the District will in any way be detrimentally affected by a State-imposed measure of local effort calculation based upon the number of teaching days in the existing negotiated document, the Board and the Association also agree to reopen this Article under the same above-cited conditions. If a change in the school work days beyond one hundred-eighty five (185) days occurs, the parties agree to reopen and negotiate salary and extra calendar days at that time.

2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which Certificated staff is required.
  3. Certificated staff attendance shall not be required whenever student attendance is not required due to inclement weather.
  4. The day prior to Thanksgiving and Christmas as well as the last day of school are one- half (1/2) days for teachers.
    - a. If December 23<sup>rd</sup> is a scheduled school day it shall be a half day.
  5. The sign-in time at each school shall be 8:10 a.m. All staff shall be required to sign out regardless of the time they leave the building, including lunch, and shall sign in upon return.
- B. The Superintendent shall consult each year with the President of the Association concerning the school calendar. The results of this consultation shall be reduced to writing by the Superintendent and forwarded to the Association before the Superintendent makes his/her recommendation(s) to the Board of Education. Final discretion of the school calendar lies with the Board of Education.

#### **ARTICLE XXIV TEACHING HOURS AND TEACHING LOAD**

- A. Certificated staff shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day except when a faculty meeting is scheduled.
1. It is mutually agreed that the home and community are involved in the total education of the child. Therefore, all programs presently in force that are devoted to this end shall remain part of the Certificated Staff's professional obligation and shall continue without change in the manner which has become customary, unless an emergency arises. Those activities are:
 

Back-to-School Night	Kindergarten Orientation for Parents
Open House (7:00 pm until 8:30 pm)	Parent-Teachers Conferences
Pre-Kindergarten Orientation	

    - a. Any additional program shall be added only through the mutual consent of all parties involved.
    - b. Association Members may leave at the end of the pupil's day when required to return in the evening.
    - c. On days when Certificated Staff are dismissed early the paraprofessional staff will have the same privilege.
  2. The Association and the Board join in encouraging all Association Members to attend their schools' PTO meetings.



3. Certificated Staff shall be permitted to leave at the close of the pupils' day to attend monthly scheduled Bellmawr Education Association meetings. The Association shall submit a calendar of meetings to the Superintendent in September. Two (2) days' notice shall be given of meeting changes to the Superintendent.
  4. Pre-K teachers shall be required to report to work at 8:10 a.m. The Pre-K instructional day shall begin at 9:00 a.m.
  5. Certificated staff shall be required to attend sixty (60) minute, afterschool faculty meetings up to a total of twenty-three (23) meetings per school year. The schedule of such faculty meetings will be provided in September for the full school year. Meetings will start at the end of the teacher day. Any afterschool activities will be suspended until completion of the faculty meeting.
- B. The time between the teachers' reporting time and the pupils' instructional time can be assigned as duty, or meeting time. This time shall be non-instructional. Pre-Kindergarten teachers may begin preparation time prior to the start of instructional time.
- C. Lunch
1. Certificated Staff shall have a daily duty free lunch period of a minimum of thirty (30) minutes. In the event that an aide is absent, a substitute list will be kept by the Principal and an attempt will be made to find a replacement. It will be the responsibility of the Principal to assign Association Members to supervise classes in the event an aide is late or absent without a replacement being obtained. Certificated Pre-K staff shall have a daily duty free lunch period of a minimum of forty (40) minutes.
  2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. Appropriate sign in/out procedures will be followed. These procedures shall include signing out upon departure from the building and signing in upon returning to the building.
  3. On single session days, the full time Certificated Staff schedule shall include four (4) hours of instruction, plus a thirty (30) minute lunch which, on occasion, may be scheduled after the conclusion of the student day.
- D. Certificated Staff shall confirm their attendance by initialing the attendance list the school office in the morning. For Certificated staff staying past four o'clock no sign-out is necessary, the records relating thereto shall not become part of the personnel file of the employees. The list will be discarded at the end of the school day.

### E. Prep Time

1. All Certificated Staff of grades five (5), six (6), seven (7), and eight (8) shall have a minimum of two hundred forty (240) minutes of prep time per week, each prep period will be for a minimum of thirty (30) minutes. Five duty free lunch periods per week which shall be scheduled daily during the regular scheduled student lunch periods.
2. Preparation time for Certificated Staff of grades Pre-K through four (4) shall be a minimum of two hundred forty (240) minutes per week. Prep time for certificated teachers in Kindergarten through grade 4 shall be a minimum of thirty (30) minutes per preparation period.
3. Prep time in each district school will begin and end as follows:

Bell Oaks - after 8:30 A.M. ; before 3.00 P.M.

Bellmawr Park - after 8:35 A.M. ; before 3:00 P.M.

E.M. Burke - after 8:35 A.M. ; before 3:00 P.M.

There will be an exception for gym teachers when the all-purpose rooms are occupied by students before reporting time. Preparation time for ACECC may begin at 8:10 a.m. and before 3:00 p.m.

4. All preparation time for teachers in grades K-8 shall begin at the start of the students' day. Preparation time for Pre-K shall begin at the start of the teachers' day. Prep time assigned shall be duty free. Certificated Staff can assume teaching responsibilities during their prep time and be compensated as provided in Article XXIV.

### F. Duty

1. Grade 5-8 Certificated Staff will have line duty 5 minutes before students begin for the day and 10 minutes after dismissal. One Certificated Staff on duty at a time; from each grade level will be required.
2. In addition to the lunchroom aides provided by the Bellmawr Board of Education, Certificated Staff of grades five (5) six (6), seven (7), and eight (8) who are assigned a home room, may be assigned to one period of cafeteria supervision every two weeks with additional supervision to be provided if necessary, by the assignment of Certificated Staff to supervise the cafeteria, providing that any such assignment does not reduce any Certificated staff number of preparation periods or duty free lunch periods.

## ARTICLE XXV NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a Certificated Staffs primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end.
- B. No Certificated Staff member shall be assigned as crossing guard or parking lot supervisor.

**ARTICLE XXVI  
CERTIFICATED STAFF EMPLOYMENT**

- A. Certificated Staff shall be notified of their tentative schedule and contract status in writing for the ensuing year no later than May 15<sup>th</sup>, and return the signed contract within thirty (30) days.
- B. Fifty percent of the accumulated sick leave days from another district shall be credited after the Certificated Staff has presented certification of these days to the Superintendent from the prior employing school district and has completed three (3) years of teaching in the Bellmawr School System. After the days of sick leave have been credited, they may be used immediately or, if not used, shall be cumulative. This article is not retroactive and will apply only to Certificated Staff employed after July 1, 1971, but will not apply to teachers employed after ratification of this successor collective bargaining agreement.

**ARTICLE XXVII  
CERTIFICATED STAFF SALARIES**

- A. Certificated Staff
  - 1. Salaries of all Certificated Staff covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
    - a. Schedule "A-1" shall be for the 2022-2023 school year.
    - b. Schedule "A-2" shall be for the 2023-2024 school year.
    - c. Schedule "A-3" shall be for the 2024-2025 school year.
  - 2. New entrants shall be assigned to the salary step agreed to by the new entrant and the Board. That initial salary step shall control for future advancement. The professional preparation of the individual shall be recognized according to the designated column in Schedule "A".
  - 3. Certificated staff must actually work a minimum of ninety-three (93) days in a given school year to be eligible for advancement on the salary guide. The first ten (10) days of paid sick leave shall count as days actually worked.
  - 4. Certificated Staff employed on a twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments.
  - 5. Certificated Staff may individually elect to have five percent (5%), ten percent (10%), fifteen percent (15%), or twenty percent (20%) of their monthly salary deducted from their pay with deductions placed in an interest-bearing account. This selection shall remain in effect for the full school year.
  - 6. The Board shall provide payroll deduction for the First Harvest Federal Credit Union.

7. When a pay day falls on or during a school holiday, vacation, or weekend, Association Members shall receive their pay checks on the last previous working day.
8. Certificated Staff shall receive their final direct deposit and the pay schedule for the following year on June 30.
9. All certificated staff members shall be enrolled in and receive their paychecks through direct deposit.

**ARTICLE XXVIII  
CERTIFICATED STAFF ASSIGNMENT**

- A. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the Certificated Staff. The Superintendent shall give notice of assignments to new Certificated Staff as soon as practicable, and except in cases of emergency not later than August first.
- B. Schedules of Certificated Staff who are assigned to more than one (1) school shall be arranged so that no such Certificated Staff shall be required to engage in an unreasonable amount of inter-school travel. Such Certificated Staff shall be notified of any changes in their schedule as soon as practical.
- C. Certificated Staff assigned to more than one school will have thirty (30) minutes travel and set up time between assignments.
- D. Certificated Staff that are assigned to a different room and or building will receive one (\$100.00) for such a move.

**ARTICLE XXIX  
CERTIFICATED STAFF EVALUATION**

- A. 1. All monitoring or observation of the work performance of a Certificated Staff member shall be conducted openly and with full knowledge of the Certificated Staff member. The use of eavesdropping devices, mechanical or otherwise, shall be strictly prohibited.
2. Certificated Staff shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
3. Certificated Staff shall be given a copy of any class-visit or evaluation report prepared by their evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the Certificated Staff member's file, or otherwise acted upon without prior conferences if requested by either the principal or the Certificated Staff member. Certificated Staff members will sign all evaluation forms. No Certificated Staff members shall be required to sign a blank or incomplete evaluation form.
4. All Certificated Staff shall adhere to Achieve New Jersey Regulations.

5. Results of standardized tests shall not be used as sole indicator of pupil progress in evaluating Certificated Staff member's performance.

**ARTICLE XXX  
REDUCTION IN FORCE**

- A. The Superintendent will develop a R.I.F. procedure. The Superintendent will confer with the Association during the development of the procedure. The implementation and final approval of the procedure is the sole responsibility of the Superintendent. If the procedure itself, once implemented, is violated, that act shall be grieved. The procedure will be an appendix to this agreement for reference.
- B. When the Superintendent is directed by the Board of Education that a reduction in force is to take place, the Superintendent shall base his recommendations on the following standards:
  1. Certification and length of service in the district shall dictate the order of reduction.
    - a. Certificate indicating positions for which a Certificated Staff member is eligible must be on file in the Office of the Superintendent at the time that the reduction in force is being considered.
    - b. Length of service in the district for all Certificated Staff who began such service at the beginning of the school year shall be computed from September 1 of that year.
  2. In the case of Certificated Staff with identical seniority and identical certification, Certificated Staff teaching classes at the grade level that are to be eliminated will be released first.
  3. In the case of all the factors listed above being equal, length of service in the teaching profession shall be the determining factor.
  4. In the case of all the factors listed above being equal, Certificated Staff will be considered on the basis of the accumulation of graduate credits for which a transcript of the credits is on file in the Office of the Superintendent at the time that the reduction in force is being considered. Those with less graduate credits shall be released first.
  5. In the case of all the factors listed above being equal, judgment of the administration shall be the determining factor.
- C. The Board of Education shall direct the Superintendent at which point in the discussion that notification of the proposed reduction in force shall be given to the President of the Bellmawr Education Association.
- D. Certificated Staff who has been released because of a reduction in force shall be considered as awaiting recall for a period of two years from June 30 following their release.

1. Certificated Staff who has been released shall be recalled in reverse order dependent on proper certification for the vacancies that occur.
2. Certificated Staff who has been released shall notify the Superintendent by registered mail annually during the month of January of their interest in being recalled. If no letter is received, Certificated Staff will have abandoned interest in consideration for future vacancies.
3. While Certificated Staff are awaiting recall, there will be no new hiring for any position except on a substitute basis unless:
  - a. No Certificated Staff awaiting recall has a certificate on file in the office of the Superintendent indicating eligibility for the vacant position.
  - b. All Certificated Staff awaiting recall decline the offer to the vacancy or do not accept the offer within ten days of receiving notification by registered mail of the vacancy or fail to reply within the same time limit.
4. All Certificated Staff awaiting recall shall be placed at the top of the substitute list if they so desire.
5. Certificated Staff awaiting recall shall be given first preference for long-term substitute positions for which they have a certificate on file in the Office of the Superintendent.
6. Certificated Staff awaiting recall may improve their position as to accumulated credits by obtaining these graduate credits while on recall and forwarding a transcript to the Office of the Superintendent.

## **ADMINISTRATIVE ASSISTANT SECTION**

### **ARTICLE XXXI**

#### **ADMINISTRATIVE ASSISTANT WORK YEAR**

- A. Administrative Assistants attendance shall not be required whenever student attendance is not required due to inclement weather.
- B. The day prior to Thanksgiving and Christmas as well as the last day of school are one half days for all Administrative Assistants.
  1. If December 23rd is a scheduled school day it shall be a half day.
- C. Sign in time for Administrative Assistants during the student's school year is 8:00 a.m. All staff shall be required to sign out regardless of the time they leave the building, including lunch, and shall sign in upon return.
- D. On the days when Certificated Staff are dismissed early the Administrative Assistants will have the same privilege.

- E. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday, or any day which attendance is not required at school.

**ARTICLE XXXII  
ADMINISTRATIVE ASSISTANT SALARIES**

- A. 1. The salaries of all administrative assistants shall be as provided in Schedule "C" attached hereto and made a part hereof.
- a. Schedule "C-1" is for the 2022-2023 school year and is intended to reflect all increases.
  - b. Schedule "C-2" shall be for the 2023-2024 school year.
  - c. Schedule "C-3" shall be for the 2024-2025 school year.
2. Effective July 1, 1989, administrative assistants shall be employed for 52 weeks.
- a. All administrative assistants shall receive paid vacation in accordance with the custodial vacation provision as agreed upon in Article XXXIII "A".
  - b. Administrative assistants are entitled to the same holidays as Certificated Staff during the student academic year.
  - c. Administrative assistants must actually work a minimum of one-hundred twenty one (121) days in a given year to be eligible for advancement on the salary guide. The first ten (10) days of paid sick leave shall count as days actually worked.
3. Full time administrative assistants will be required to work from 8:00 A.M. until 4:00 with two fifteen (15) minute breaks as well as their respective lunch hour during the academic year when students and Certificated Staff are present.
4. Administrative Assistants may leave the building without requesting permission during their scheduled duty-free lunch periods. Appropriate sign in/out procedures will be followed. These procedures shall include signing out upon departure from the building and signing in upon returning to the building.
5. Final direct deposit for the year will be made on June 30.

**B. SCHEDULE C**

1. The salary schedules shall apply to all administrative assistants.

2. One (1) administrative assistant will be permitted to attend the regularly monthly scheduled Association meetings at 3:30 p.m., providing the principal remains in the school office to be available in the event of an emergency. The administrative assistant serving on the PR & R and Negotiation Committees shall be permitted to attend at least one (1) committee meeting per month beginning at 3:30 p.m.
  3. Administrative assistants who are assigned by their supervisors or administrative assistants who obtain prior approval from their supervisors to work beyond their work day shall be compensated for time worked beyond 35 hours at time and one half (1 ½) their hourly rate.
  4. The superintendent has sole responsibility to approve all overtime requests in advance. Such requests will be considered only in extreme emergencies.
  5. When a pay day falls on or during a school holiday, vacation, or weekend, Association Members shall receive their pay checks on the last previous working day.
- C. All administrative assistants shall be enrolled in and receive their paychecks through direct deposit.

**ARTICLE XXXIII  
VACATIONS AND HOLIDAYS**

- A. All Administrative Assistants shall be entitled to a minimum of seventeen (17) full day paid holidays per year as specified below:

- |                               |                            |
|-------------------------------|----------------------------|
| 1. Fourth of July             | 9. Christmas Day           |
| 2. Labor Day                  | 10. New Years Eve          |
| 3. Columbus Day               | 11. New Years Day          |
| 4. Veterans Day               | 12. Martin Luther King Day |
| 5. NJEA Convention (2)        | 13. Presidents Day         |
| 6. Thanksgiving Day           | 14. Good Friday            |
| 7. Day after Thanksgiving Day | 15. Easter Monday          |
| 8. Christmas Eve              | 16. Memorial Day           |

- B. The NJEA Convention days referred to above for Administrative Assistants shall be uniform for all such employees and shall be chosen by mutual agreement between the Board of Education and the Association.
- C. If any of the above listed holidays fall on a weekend, then said employees shall be entitled to a complimentary day for each day lost to be taken at a mutually agreeable time during the contract year.



- D. 1. Administrative Assistants who have who are less than one (1) year of experience are entitled to one (1) day of vacation for every two (2) months worked. Administrative Assistants who have completed one (1) year of employment shall receive five (5) days of vacation. Administrative Assistants who have completed between two (2) and six (6) years of employment shall receive 10 days of vacation. Administrative Assistants who have completed between seven (7) and nine (9) years of employment shall receive 15 days of vacation. Administrative Assistants who have completed ten (10) years of employment shall receive twenty (20) days of vacation.
2. Administrative Assistants shall be entitled to take up to two weeks of vacation during the school year. Each vacation period during the school year may not exceed one week.
3. Administrative Assistants may take one (1) additional earned vacation day off during the school year under the following conditions:
- a. Cannot extend vacation as defined in Article XXX, 3.
  - b. Must give two (2) weeks' notice
  - c. Administrative Assistants at Bell Oaks must rotate to cover the Burke School and/or Bellmawr Park Administrative Assistant.
  - d. Only one Administrative Assistant per requested date.

## **CUSTODIAN SECTION**

### **ARTICLE XXXIV CUSTODIAN SALARIES**

- A. 1. The salaries of all custodians shall be provided in Schedule "D" as attached hereto and made a part hereof.
- a. Schedule "D- 1" is for the 2022-2023 school year.
  - b. Schedule "D-2" is for the 2023-2024 school year.
  - c. Schedule "D-3" is for the 2024-2025 school year.

Final direct deposit for the year will be made on June 30.

2. Custodians holding Black Seal licenses will be compensated one thousand eight (\$1,008) dollars. Payment for the Black Seal License shall be made by a separate deposit which shall accompany the June 30 direct deposit. The following conditions apply:
- a. The Black Seal License shall be posted in a prominent position in the boiler room.

- b. To be eligible for a payment for holding a Black Seal License in a particular school year, a custodian must hold a valid Black Seal License by December 31. Any custodian who earns a Black Seal License after July 1 but prior to December 31 shall receive a payment, prorated at a rate of \$84 per month for each month that the Black Seal License is held. If a custodian holding a Black Seal License retires from the District prior to the end of the school year, the Black Seal License payment shall be prorated at a rate of \$84 per month for each month of employment. Payments shall not be prorated for part of the month.
  - c. The custodian (day person) will change shifts and work assignments with the custodian (night person) if the custodian enrolls and participates in a Black Seal class. Such change shall be for the days that the class is given.
  - d. If two (2) or more night custodians in the same school desire to take the Black Seal class at the same time, they shall agree amongst themselves as to which night of the week they shall attend so that the custodian is only required to change shifts one day a week at any given time. Any shift change that is to take place so that a custodian can take the Black Seal class shall be within the same school.
  - e. 1) Custodians (day and night) called for an emergency shall be guaranteed a minimum one and one-half (1 1/2) hours overtime compensation at each individual's hourly rate as per their contracted salary.
  - 2) Overtime will be made available to all custodial employees on a rotating basis. Special projects requiring special skills shall not be included in the overtime which is offered on a rotating basis.
3. The District shall purchase footwear for all custodians up to a cost of \$150.00.
- a. Custodians who are called in on a Sunday for purposes of snow removal shall be compensated at double-time.
4. Custodians who are required to use their own vehicles to make deliveries on behalf of the district shall receive the standard OMB mileage rate.
- B. Custodians working more than one half (1/2) their normal work year, will be advanced to the next step for the next school year. Custodians working less than one-half (1/2) of their normal work year will remain on their present step. Paid medical leave shall be as time worked for purposes of salary guide advancement.
- C. All custodial staff shall be enrolled in and receive their paychecks through direct deposit.

**ARTICLE XXXV  
VACATIONS AND HOLIDAYS**

A. All custodial staff shall be entitled to a minimum of seventeen (17) full day paid holidays per year as specified below:

- |                           |                            |
|---------------------------|----------------------------|
| 1. Fourth of July         | 9. Christmas Day           |
| 2. Labor Day              | 10. New Years Eve          |
| 3. Columbus Day           | 11. New Years Day          |
| 4. NJEA Convention (2)    | 12. Martin Luther King Day |
| 5. Veterans Day           | 13. Presidents Day         |
| 6. Thanksgiving Day       | 14. Good Friday            |
| 7. Day after Thanksgiving | 15. Easter Monday          |
| 8. Christmas Eve          | 16. Memorial Day           |

B. If any of the above listed holidays fall on a weekend, then said employees shall be entitled to a complimentary day for each day lost to be taken at a mutually agreeable time during the contract year.

C. Custodial vacation:

1. Custodians who have completed less than one (1) year of experience shall be entitled to one (1) vacation day for every two (2) months worked. Custodians who have completed one (1) year of employment shall receive five (5) days of vacation. Custodians who have completed between two (2) and six (6) years of employment shall receive ten (10) days of vacation. Custodians who have completed between seven (7) and nine (9) years of employment shall receive 15 days of vacation. Custodians who have completed ten (10) years of employment shall receive twenty (20) days of vacation.
2. Custodial employees shall be entitled to take up to two weeks of vacation during the school year. Each vacation period during the school year may not exceed one week.

D. Half Days

1. Custodians will work a half day on the day before Winter Break and the Last Day of School.
  - a. If December 23rd is a scheduled school day it shall be a half day.

**PARAPROFESSIONAL/REGISTERED BEHAVIOR TECHNICIAN SECTION**

**ARTICLE XXXVI**

**PARAPROFESSIONAL/REGISTERED BEHAVIOR TECHNICIAN WORK YEAR**

- A. The maximum length of the in-school work year shall be one hundred-eighty five (185) days (refer to article XXV, G), except if school budgets are fully funded by an act of the Legislature or the State and if an act of the Legislature or the State mandates that local school districts provide additional days of certificated staff attendance over and above the existing negotiated work year, then the Board and the Association shall meet and reopen contractual negotiations on this Article, in order to incorporate within this Article the exact increase in the number of days that is agreed upon between the parties, during these reopening negotiation.

If the District will in any way be detrimentally affected by a State-imposed measure of local effort calculation based upon the number of teaching days in the existing negotiated document, the Board and the Association also agree to reopen this Article under the same above-cited conditions. If a change in the school work days beyond one hundred-eighty five (185) days occurs, the parties agree to reopen and negotiate salary and extra calendar days at that time.

- B. 1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which Paraprofessional/Registered Behavior Technician staff is required.
2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday, or any day which attendance is not required at school.
3. Paraprofessional/Registered Behavior Technician staff attendance shall not be required whenever student attendance is not required due to inclement weather.
4. The day prior to Thanksgiving and Christmas as well as the last day of school are one-half (1/2) days for Paraprofessional/Registered Behavior Technician staff.
- a. If December 23rd is a scheduled school day it shall be a half day.
- C. The Superintendent shall consult each year with the President of the Association concerning the school calendar. The results of this consultation shall be reduced to writing by the Superintendent and forwarded to the Association before the Superintendent makes his/her recommendation(s) to the Board of Education. Final discretion of the school calendar lies with the Board of Education.
- D. Paraprofessionals / Registered Behavior Technicians must actually work a minimum of ninety-three (93) days in a given school year to be eligible for advancement on the salary guide. The first ten (10) days of paid sick leave shall count as days actually worked.

**ARTICLE XXXVII**  
**PARAPROFESSIONAL/REGISTERED BEHAVIOR TECHNICIAN**  
**HOURS AND WORK LOAD**

- A. It is mutually agreed that the home and community are involved in the total education of the child. Therefore, all programs presently in force that are devoted to this end shall remain part of the Paraprofessional/Registered Behavior Technician's professional obligation and shall continue without change in the manner which has become customary, unless an emergency arises. Those activities are:

Parent-Teachers Conferences

Any additional program shall be added only through the mutual consent of all parties involved

1. Paraprofessionals/Registered Behavior Technicians may leave at the end of the pupil's day when required to return in the evening.
2. On days when Certificated Staff are dismissed early the paraprofessional/registered behavior technician staff will have the same privilege.
3. All staff shall be required to sign out regardless of the time they leave the building, including lunch, and shall sign in upon return.

B. Lunch

1. Paraprofessionals/Registered Behavior Technicians shall have a daily duty free lunch period of a minimum of thirty (30) minutes. The Board shall employ the necessary aides, to guarantee a minimum of thirty (30) minutes duty-free lunch. In the event that an aide is absent, a substitute list will be kept by the Principal and an attempt will be made to find a replacement. It will be the responsibility of the Principal to assign Association Members to supervise classes in the event an aide is late or absent without a replacement being obtained.
2. Paraprofessionals/Registered Behavior Technicians shall confirm their attendance by initialing the attendance list the school office in the morning. For Paraprofessionals/Registered Behavior Technicians staying past three o'clock no sign-out is necessary, the records relating thereto shall not become part of the personnel file of the employees. The list will be discarded at the end of the school day.
3. Paraprofessionals/Registered Behavior Technicians are guaranteed a minimum of fifteen (15) minutes of preparation time in the morning and afternoon. Scheduling of said preparation time will be at the discretion of the building principal. Paraprofessionals/Registered Behavior Technicians will have a scheduled lunch period as guaranteed under article XXXVII, B.1.

4. Paraprofessionals/Registered Behavior Technicians may leave the building without requesting permission during their scheduled duty-free lunch periods. Appropriate sign in/out procedures will be followed. These procedures shall include signing out upon departure from the building and signing in upon returning to the building.
- C. No paraprofessional/registered behavior technician shall be assigned as a crossing guard or parking lot supervisor.

**ARTICLE XXXVIII**  
**PARAPROFESSIONAL/REGISTERED BEHAVIOR TECHNICIAN EMPLOYMENT**

- A. Paraprofessional/Registered Behavior Technician staff shall be notified of their tentative schedule and contract status in writing for the ensuing school year no later than May 31<sup>st</sup> whenever possible and subject to any modifications that may occur prior to the beginning of the school year, and return the signed contract within thirty (30) days.

**ARTICLE XXXIX**  
**PARAPROFESSIONAL/REGISTERED BEHAVIOR TECHNICIAN SALARIES**

- A. Summer pay plan for Paraprofessional/Registered Behavior Technician Staff:
1. Paraprofessionals/Registered Behavior Technicians shall receive their final checks and the pay schedule for the following year on the last working day in June. Anyone who exceeds their sick days previous to and during the last two (2) weeks of the close of the school shall be paid within three (3) days after the last Paraprofessionals working day in June.
  2. Certificated Staff may individually elect to have five percent (5%), ten percent (10%), fifteen percent (15%), or twenty percent (20%) of their monthly salary deducted from their pay with deductions placed in an interest-bearing account.
- B. Final direct deposit for the year will be made on June 30.
- C. All paraprofessionals/registered behavior technicians shall be enrolled in and receive their paychecks through direct deposit.



**ARTICLE XL**  
**PARAPROFESSIONAL/REGISTERED BEHAVIOR TECHNICIAN EVALUATION**

- A. Paraprofessional/Registered Behavior Technician Staff shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

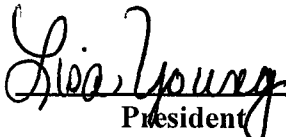

**ARTICLE XLI  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025. In absence of a successor agreement, no salary increments shall be paid at the conclusion or expiration of this Agreement unless specifically negotiated and agreed to by the parties. In accordance with the Association's right to negotiate over a successor agreement as provided in Article II, this Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
  
- B. In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**BELLMAWR EDUCATION ASSOCIATION**

BY:  President      BY:  Secretary

**BELLMAWR BOARD OF EDUCATION**

BY:  President      BY:  Secretary

**SCHEDULE A  
TEACHERS  
2022-2023  
A-1**

<b>STEP</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>
1	52,792	55,716	57,627	58,921	62,571	63,226
2	53,292	56,216	58,127	59,421	63,071	63,726
3	54,759	58,303	60,426	61,720	65,869	66,525
4	57,259	60,868	63,201	64,495	69,145	69,802
5-7	60,059	62,164	64,314	65,608	70,508	71,166
8	63,515	65,266	67,055	68,378	72,229	73,029
8A	66,972	68,369	69,796	71,147	73,949	74,749
9	70,428	71,471	72,536	73,917	75,670	76,470
10	73,884	74,573	75,277	76,686	77,390	78,096
10A	77,884	78,573	79,277	80,686	81,390	82,096
11	81,884	82,573	83,277	84,686	85,390	86,096
11A	86,484	87,173	87,877	89,286	89,990	90,696
12	93,117	93,806	94,510	95,919	96,623	97,329

LONGEVITY - Beginning September 1, 2000, Association Members who have completed twenty-five (25) years of service and are listed on Schedule A shall receive, along with their regular contracted salary an additional one thousand dollars (\$1,000) payable through their regular pay schedule.



**SCHEDULE A  
TEACHERS  
2023-2024  
A-2**

<b>STEP</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>
1	53,759	57,303	59,426	60,720	64,869	65,525
2	54,259	57,803	59,926	61,220	65,369	66,025
3	54,759	58,303	60,426	61,720	65,869	66,525
4	57,259	60,868	63,201	64,495	69,145	69,802
5	60,059	62,164	64,314	65,608	70,508	71,166
6-8	63,515	65,266	67,055	68,378	72,229	73,029
8A	66,972	68,369	69,796	71,147	73,949	74,749
9	70,428	71,471	72,536	73,917	75,670	76,470
10	73,884	74,573	75,277	76,686	77,390	78,096
10A	77,884	78,573	79,277	80,686	81,390	82,096
11	81,884	82,573	83,277	84,686	85,390	86,096
11A	86,534	87,223	87,927	89,336	90,040	90,746
12	93,967	94,656	95,360	96,769	97,473	98,179

LONGEVITY -Beginning September 1, 2000, Association Members who have completed twenty-five (25) years of service and are listed on Schedule A shall receive, along with their regular contracted salary an additional one thousand dollars (\$1,000) payable through their regular pay schedule.

**SCHEDULE A  
TEACHERS  
2024-2025  
A-3**

<b>STEP</b>	<b>BA</b>	<b>B+15</b>	<b>B+30</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>
1	55,884	59,493	61,826	63,120	67,770	68,427
2	56,384	59,993	62,326	63,620	68,270	68,927
3	56,884	60,493	62,826	64,120	68,770	69,427
4	57,634	61,243	63,576	64,870	69,520	70,177
5	60,434	62,539	64,689	65,983	70,883	71,541
6	63,890	65,641	67,430	68,753	72,604	73,404
7-8A	67,347	68,744	70,171	71,522	74,324	75,124
9	70,803	71,846	72,911	74,292	76,045	76,845
10	74,259	74,948	75,652	77,061	77,765	78,471
10A	78,259	78,948	79,652	81,061	81,765	82,471
11	82,259	82,948	83,652	85,061	85,765	86,471
11A	86,909	87,598	88,302	89,711	90,415	91,121
12	94,817	95,506	96,210	97,619	98,323	99,029

LONGEVITY -Beginning September 1, 2000, Association Members who have completed twenty-five (25) years of service and are listed on Schedule A shall receive, along with their regular contracted salary an additional one thousand dollars (\$1,000) payable through their regular pay schedule.

**EDUCATIONAL SIGN LANGUAGE INTERPRETER**  
**2022-2025**  
A-4

<u>Step</u>	<u>Salary</u>
1	\$26,006
2	27,023
3	27,969
4	28,948
5	29,961
6	31,010
7	32,094
8	33,217
9	34,381
10	35,583

\*Hourly rate for services rendered beyond the regular school day, as approved by the Superintendent, shall be determined by dividing the per diem salary (salary / 184) by seven hours per day.

The above salary includes one hour of evening instruction per week provided to the student and his/her parents/guardians at a time as mutually agreed upon.

\*Additional steps on the guide will be determined by multiplying the annual salary by the percent of increase as determined by the negotiated agreement with the Association and the Board.

**Schedule B**

Hourly payment for Home Instruction, and Tutors shall be paid forty-five dollars (\$45.00).

	2022-2025
Intramural Coach Middle School (2)	\$3,700
Elementary Coach Intramurals	3,700
Bell Oaks Choral Director	3,450
Middle School Band	3,450
Middle School Boys Basketball Head Coach	3,950
Middle School Girls Basketball Head Coach	3,950
Middle School Girls Softball Head Coach	3,950
Middle School Boys Baseball Head Coach	3,950
Middle School Cheerleading Head Coach	3,950
Middle School Head Soccer Coach	3,950
Middle School Head Track Coach	3,950
Elementary School Safety Patrol	1,300
Renaissance Advisor	5,200
Peer Mediation & Mentoring Advisor	3,700
Middle School Yearbook Advisor	3,700
Middle School Student Council Advisor	1,800
National Jr. Honor Society Advisor	1,800
Middle School Chess Team	1,800
Middle School Drama Coach (2)	3,950
Public Information Specialist	4,200
Middle School Peer Tutoring Coordinator	2,900
Lead Teacher	1,600
Bowling	1,800
Middle School Technology Club	1,800
Middle School Art Club	1,800
Middle School Newspaper Club	1,800
Middle School Detention Coordinator	1,300
Science Club	1,800
Pride Club	1,800
Lacrosse Head Coach	1,800
Middle School Boys Basketball Assistant Coach	2,300
Middle School Girls Basketball Assistant Coach	2,300
Middle School Girls Softball Assistant Coach	2,300
Middle School Boys Baseball Assistant Coach	2,300
Middle School Soccer Assistant Coach	2,300
Middle School Track Assistant Coach	2,300
Middle School Cheerleading Assistant Coach	2,300

### Schedule B

1. Payment for the following positions shall continue during the term of this agreement.
2. All positions listed above are to be held by one (1) employee, who shall receive the entire stipend, with the exception of those positions that are delineated by grade, ("1 per grade"), in which case each employee shall receive the full stipend listed.

If multiple employees agree to shall a single position, said employees will receive a prorated portion of the listed stipend.

In a given year, if the administration and staff determine that more than one (1) employee is needed to cover any of the positions listed above, upon Board approval, each employee shall receive the full stipend.

If, at any time during the term of this Agreement, the CoEd Middle School Soccer team is divided into a girls' team and a boys' team, each coach shall receive the stipend listed above.

3. The previous year coach, advisor, specialist, consultant, or coordinator shall have the right of first refusal for the next school year's position.
4. The Association Member shall notify the superintendent in writing, by May (15), of said school year that he/she is not interested in said position.
  - a. The principal shall make recommendation(s) to the Superintendent concerning the appointments.
5. If two (2) games are scheduled on the same day, the coach would be contractually obligated to reschedule one (1) of the games.
6. If a full year is not fulfilled by an advisor, the stipend will be prorated accordingly.
7. In the event that a stipend is shared the stipend will be divided by the number of advisors filling the role.

**SCHEDULE C****ADMINISTRATIVE ASSISTANTS****SALARIES**

<b>STEP</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	44,442	45,717	47,047
<b>2</b>	44,942	46,217	47,547
<b>3</b>	45,442	46,717	48,047
<b>4</b>	45,942	47,217	48,547
<b>5</b>	46,491	47,766	49,096
<b>6</b>	47,040	48,315	49,645
<b>7</b>	47,588	48,863	50,193
<b>8</b>	48,138	49,413	50,743
<b>9</b>	48,686	49,961	51,291
<b>10</b>	49,236	50,511	51,841
<b>11</b>	49,785	51,060	52,390
<b>12</b>	50,334	51,609	52,939
<b>13</b>	50,883	52,158	53,488
<b>OG</b>	53,170	54,445	55,775

**SCHEDULE D  
CUSTODIANS  
SALARIES**

<b>STEP</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	43,791	44,951	46,166
<b>2</b>	44,291	45,451	46,666
<b>3</b>	44,791	45,951	47,166
<b>4</b>	45,291	46,451	47,666
<b>5</b>	45,851	47,011	48,226
<b>6</b>	46,411	47,571	48,786
<b>7</b>	46,971	48,131	49,346
<b>8</b>	47,531	48,691	49,906
<b>9</b>	48,091	49,251	50,466
<b>10</b>	48,651	49,811	51,026
<b>11</b>	49,211	50,371	51,586
<b>12</b>	49,771	50,931	52,146
<b>13</b>	50,331	51,491	52,706
<b>14</b>	50,891	52,051	53,266
<b>15</b>	51,451	52,611	53,826
<b>16</b>	52,011	53,171	54,386

**SCHEDULE E****PARAPROFESSIONALS/REGISTERED BEHAVIOR TECHNICIANS****SALARIES**

<b>STEP</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	28,312	29,387	30,502
<b>2</b>	28,512	29,587	30,702
<b>3</b>	28,712	29,787	30,902
<b>4</b>	28,912	29,987	31,102
<b>5</b>	29,435	30,510	31,625
<b>6</b>	29,964	31,039	32,154
<b>7</b>	30,512	31,587	32,702
<b>8</b>	31,000	32,075	33,190
<b>9</b>	31,652	32,727	33,842
<b>Off-Guide</b>	33,280	34,355	35,470



**APPENDIX A  
MEDICAL BENEFITS**

As soon as possible after ratification by the Board and Association, all employees shall be enrolled in Direct 15/25