

AGREEMENT

Between

NATIONAL PARK EDUCATION ASSOCIATION

and

THE NATIONAL PARK BOARD OF EDUCATION

July 1, 2005 to June 30, 2008

Borough of National Park, Gloucester County, New Jersey

TABLE OF CONTENTS

TABLE OF CONTENTS	3
RECOGNITION	5
NEGOTIATION PROCEDURE	6
GRIEVANCE PROCEDURE.....	6
TEACHER RIGHTS	9
ASSOCIATION RIGHTS AND PRIVILEGES	10
TEACHER WORK YEAR	10
TEACHING HOURS AND TEACHING LOAD	11
SPECIALISTS	12
NON-TEACHING DUTIES.....	13
TEACHER EMPLOYMENT	13
SALARIES.....	14
TEACHER ASSIGNMENT.....	15
VOLUNTARY TRANSFERS AND REASSIGNMENTS	16
INVOLUNTARY TRANSFERS AND REASSIGNMENTS.....	16
SUMMER SCHOOL AND HOME TEACHING.....	16
TEACHER EVALUATION	17
FAIR DISMISSAL PROCEDURE	18
COMPLAINT PROCEDURE.....	19
TEACHER FACILITIES	20
TEACHER-ADMINISTRATION LIAISON	21
INSTRUCTIONAL COUNCIL	21
SICK LEAVE	22
TEMPORARY LEAVES OF ABSENCE	22
EXTENDED LEAVES OF ABSENCE.....	24
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	25
SUPERVISION OF STUDENT TEACHERS.....	26
PROTECTION OF TEACHERS, STUDENTS & PROPERTY	27
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	28
AGENCY SHOP	26
INSURANCE PROTECTION	28
PERSONAL AND ACADEMIC FREEDOM	29
DEDUCTIONS FROM SALARY	30
MISCELLANEOUS PROVISIONS.....	30
DURATION OF AGREEMENT	30
SCHEDULE A – SALARY GUIDES 2005-2008	32-33
SCHEDULE B - LIBRARIAN AIDE GUIDE.....	36
SCHEDULE C - EXTRA CURRICULAR COMPENSATION GUIDE	37
SCHEDULE D - LONGEVITY GUIDE.....	38

SCHEDULE F - TUITION REIMBURSEMENT.....38
SCHEDULE G – MEDICAL CARE FLEXIBLE SPENDING ACCOUNT38

INTRODUCTION

THIS AGREEMENT, is entered into this 1st day of July 1, 2005, by and between **THE BOARD OF EDUCATION**, Borough of National Park, Gloucester County, New Jersey, hereinafter called the "Board," and the **NATIONAL PARK EDUCATION ASSOCIATION**, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of National Park School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morals among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve 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 certain understandings which they desire to confirm in the Agreement, be it

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

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all certificated and noncertificated personnel whether under contract implied or stated, on a per them basis, employed or to be employed by the Board, including:

- Teachers
- Nurse
- Special Subject Teachers
- Secretaries
- Clerk/Registrar
- Library Aide

but excluding:

- Superintendent
- Supervisor of Personnel and Curriculum
- Administrative Secretary
- Custodial staff

B. Definition of Teachers

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

A. Deadline Date

The parties agree to enter into collective negotiation 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. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Procedure

During negotiation, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counter-proposals. The Board shall make available a completed budget as soon as approved in public referendum.

C. Selection of Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. Modification

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.

The party seeking a successor agreement shall give notice to the other of its intent to negotiate said agreement no later than October 30 of the calendar year preceding the calendar year in which this Agreement expires. Following said notice, negotiations shall commence on a mutually agreed date.

E. Cost

The cost of reproduction of the Agreement in sufficient number to supply the members of each principle shall be born equally by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. Aggrieved Person

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

National Park School District

3. Party in Interest

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

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 teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could 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.

3. Level One - Informal Discussion

A teacher with a grievance shall first discuss it with the immediate superior, either directly or through the Association's designated representative, with the object of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of the Teacher's grievance at Level one, or if no decision has been rendered within five (5) school days after presentation of the grievance, the Teacher may file the grievance in writing with the Chairperson of the Association's Committee Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee shall refer it to the Superintendent.

5. Level Three - Board

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Teacher may, within five (5) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairperson of the PR&R Committee submit the Teacher's grievance to the Board. The Board shall call a meeting within thirty (30) days. After said meeting, the Board shall render a decision.

6. Level Four - Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of the grievance of Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, the Teacher may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after a receipt of a request by the aggrieved person.
- (b) The submission to arbitration shall be to PERC and the parties shall select the arbitrator in accordance with its rules.

National Park School District

- (c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasonings and conclusions 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 is violative of the terms of the 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. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all steps of the grievance procedure by himself /herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the PR&R Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the PR&R committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such a grievance in writing to the Superintendent directly and the processing of such, grievance shall commence at Level Two with the consent of the aggrieved.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6(c) of this Article.

3. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE IV
TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliate for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, as well as to freely refuse. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of the teachers' membership or non-membership in the Association and its affiliates, the teachers' participation or non-participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the teachers' institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations as of July 1, 1977. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. However, any rights which arise hereafter by statutory enactment or regulation shall be granted to the teachers only if the law requires. If such rights are not so required, then they shall not be applicable unless acquired by negotiations.

C. Just Cause Provision

No teacher shall be disciplined, reprimanded, 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. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or his/her designee, Board or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview. The teacher shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be in accordance with New Jersey Statutes.

E. Evaluation of Students

The teacher shall have the initial right and responsibility to determine grades and other evaluations of students within the grading policy of the NATIONAL PARK SCHOOL DISTRICT based upon the teachers' professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade, retention, or other evaluation will be changed without the teacher being previously advised of such change and given the opportunity to consult with the Supervisor of Personnel and submit written comments. The Supervisor of Personnel shall acknowledge receipt in writing.

F. Criticism of Teachers

Subject to law, any question or criticism by a supervisor, administrator or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Any authorized person outside of the jurisdiction of the Board shall be made acquainted with this provision and encouraged to abide thereby.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

At the beginning of the school year, the Board of Education shall grant the National Park Education Association the privilege of using the school building at all reasonable hours for meetings provided it does not interrupt the normal operation of the school. This shall not be construed to permit the Association to use the school building for planning action adverse to the Board.

B. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

C. Orientation Programs

The orientation programs for new teachers shall be cosponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education. Duties responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.

ARTICLE VI

TEACHER WORK YEAR

A. In-School Work Year

1. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. The calendar shall provide for 185 working days for teachers.

2. Evening assignments.

Teachers will be required to attend 3 evenings per year-2 parent-teacher conference nights (where applicable), and 1 back-to-school night. Attendance at 1 additional evening is expected. However, a teachers request to be excused shall not be unreasonably denied.

3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. School Calendar

The Teacher-Administration Liaison Committee shall meet with the Supervisor of Personnel or Superintendent to discuss the teachers viewpoints on in-service days in the school calendar.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Check-In Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in and clock out" by hours and minutes. Teachers shall indicate their presence for duty in a prescribed manner agreed upon by both Administration and Association.

2. Arrival and Dismissal Time

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave ten (10) minutes after the close of the pupil's school day.

B. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch period but must sign out and in upon return.

C. Meetings

1. Faculty and Other

Teachers may be required to remain after end of the regular work day, without additional compensation, for the purpose of attending a reasonable number of faculty or other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for a reasonable amount of time. Except in cases of emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

2. Prior to Holidays and Weekends

Absent extraordinary circumstances, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

3. Association Right to Speak

An Association representative may speak to the teachers during any meeting referred to in paragraph 1 above on the request of the representative. The topics shall be non-controversial and shall not involve Board-Association labor relations.

4. Notice and Agenda

The notice of, and agenda for, any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

D. Preparation Time

Teachers will each be given a minimum of 198 minutes of preparation time each week (full days/week schedule.) However, additional preparation minutes may be made available depending upon the final master schedule each year. Preparation time shall be permitted for the teachers when their classes are covered by an authorized person, such as art, music, physical education, technology, or library instructors. Teachers shall not be assigned to any other duties at these times.

E. Extra-Curricular Activities

1. Guidelines for Selection of Personnel

- (a) Notice of vacancies shall be given to entire staff through the usual administrative channels. Such notice shall clearly define necessary qualifications for position, duties involved, and rate of compensation.
- (b) Applications must be submitted to administration in writing within the time limit set by the administrative office.
- (c) Qualifications for Selections

The qualifications set forth for a particular position shall not be changed unless the Association has been notified in advance of such changes. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications shall be considered. The Board agrees to give consideration to professional background and attainments of all applicants, and other relevant factors.

Announcements of appointments shall be made by posting a list. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

2. Salary

Teacher participation in extracurricular activities when extended beyond the regularly scheduled in-school day shall be compensated according to the rate of pay in Schedule C. Voucher shall be submitted at end of activity.

F. Field Trips

Field trips shall be scheduled and implemented according to Board policy.

- 1. Field trips of any type must be approved through the Superintendent. Any group leaving the school grounds must have clearance. Under no circumstances, will there be any overnight field trips.
- 2. Once a field trip is approved, the teacher in charge will be responsible for planning the trip, issuing pupil permission slips (form to be supplied by the office) and all the details that go with running a trip, except transportation. Contact the office when plans are completed and permission slips and transportation will be arranged.
- 3. Any participation in events with other schools must be cleared with the Superintendent before arrangements are made.

ARTICLE VIII

SPECIALISTS

A. Minimums

The Board and the Association recognize the fact that an adequate number of competent specialists, such as art, music, reading, physical education, technology and nurse are essential to the operation of an effective educational program.

- B. The Board shall make every effort to maintain a complete list of substitutes as circumstances permit, so that coverage may be available for all teaching staff members.

National Park School District

The Board shall also endeavor to have the substitute become acquainted with the physical layout of the school and disciplinary procedures of the NATIONAL PARK SCHOOL, as well as normal procedures such as fire drill, arrival, dismissal, and threat procedures.

- C. Any tenured teaching staff member whose services are no longer required as a result of a reduction in force shall have the following rights:
 - 1. The Teacher shall be placed upon a preferred eligibility list for reemployment whenever a vacancy occurs in a position for which the teacher is certified, and he/she shall be offered reemployment if such vacancy occurs at any time within two (2) years from the date that the reduction occurred.
 - (a) If more than one person is involved in the reduction in force, they shall be placed on the preferred reemployment list in order of seniority.
 - 2. In the event of reemployment, the person shall receive full recognition for previous years of service in this district.
 - 3. The teacher shall receive first priority on the substitute list.

ARTICLE IX

NON-TEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that the teacher's energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

B. Application

1. Clerk/Registrar

Teachers shall not be required to maintain attendance registers, or other duties currently handled by the registrar.

2. Transporting Students

Teachers shall not be required to transport students. If a teacher agrees to transport students, the teacher shall be considered to be a designated agent of the Board of Education and covered by the insurance program of the Board.

ARTICLE X

TEACHER EMPLOYMENT

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each teacher shall be placed on his/her proper step of the salary schedule in accordance with paragraph 2 below.

2. Credit for Experience

For purposes of placement on the salary guide, credit for years of experience in teaching in a duly accredited public school may be given on a year-for-year basis up to the tenth (10th) year. Credit for teaching experience beyond the tenth (10th) year may be at the discretion of the Board but in no event shall the Board pay a new

National Park School District

employee a salary not represented in the salary guide or inappropriate for the level of that employee's education. Additional credit not to exceed 4 years for military experience shall be given upon initial employment.

B. Returning to the District

Teachers with previous teaching experience in the NATIONAL PARK SCHOOL DISTRICT shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE XI

SALARIES

A. Salary Schedule

The Salary Guide shall apply to the following group of employees:

1. See Schedule-A

- (a) Teachers
- (b) Nurse
- (c) Special Teachers

2. See Schedule B

- (a) Librarian Aide

B. Placement on Salary Guide

Any new teacher coming into the National Park School System shall be placed on the proper step in the guide according to qualifications and experience.

C. Method for Summer Pay Plan

1. The Federal Credit Union shall be employed as a savings account for summer retrieval by the faculty and other staff members.
2. The accounts are in the name of the individual employees and it is their responsibility to change the amount of withholding and to make contact regarding withdrawal of funds after the school year ends. This account is contributions plus interest payable to the employee.

Method of payment can be changed with the approval of the Board and Association.

D. Pay Dates

1. Pay Dates shall be every second and fourth Friday, as close as possible to the 15th and 30th
2. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, staff shall receive their pay checks on the preceding school day.

3. Final Pay

Each teacher shall receive his/her final pay and the pay schedule for the following year on his/her last working day in June.

ARTICLE XII

TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than April 30th.

2. New Teachers

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 them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 1st.

3. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are made by the Board or proposed by the Administration after April 30th, the Association and any teacher affected shall be notified promptly in writing. Upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Supervisor of Personnel and the teacher affected and to his/her option, a representative of the Association.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

C. Traveling Teachers

1. Schedules

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Expenses

Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the Federal Rate of Reimbursement per mile for all driving done between arrival at the first location at the beginning of their work day, provided, however, that, if the distance from the teachers home to his/her first location or from the teachers last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she shall be reimbursed for the difference at the Federal Rate of Reimbursement per mile.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in school office a list of the known vacancies which shall occur during the following school year.

2. Filing Requests

Teachers who desire a change in a grade may file a written statement of such desire with the Superintendent not later than May 22. Such statement shall include the grade to which the teacher desires to be assigned.

3. Posting

As soon as practicable, and no later than June 1, the Superintendent shall post and deliver to the Association a schedule showing the names of all teachers who have been reassigned and the nature of such reassignment.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than May 15.

B. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Supervisor of Personnel and Superintendent, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment at the meeting, upon the written request of the teacher, the matter shall be referred to the Board to be resolved. The Board shall meet within thirty (30) days after the request and shall render its decision within fifteen (15) days thereafter. The teacher shall have the right to attend the hearing.

ARTICLE XV

SUMMER SCHOOL AND HOME TEACHING

A. Posting

If summer programs are available, all openings for positions in the program shall be publicized by the Superintendent.

Summer openings shall be publicized as early in the month of May as possible and teachers shall, be notified of the action taken not later than June 1. Home teaching openings shall be posted as they occur.

B. Criteria

In filling such positions, consideration shall be given to a teacher's area of competency, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the National Park School District.

National Park School District

Teachers employed in the National Park School District shall have priority to such assignments before appointment to applicants from outside the district.

C. Salary

Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article II of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate (June 1), in order to conform to the time requirements for the implementation of such programs. See Schedule E.

ARTICLE XVI

TEACHER EVALUATION

A. Evaluation Committee

1. Membership

All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Responsibility

A written evaluation must be prepared for all formal observations and a copy submitted to the teacher. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluator before the conference to discuss it. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The conference shall be held no later than seven (7) school days after the class visit.

B. General Criteria

No material derogatory to teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher shall also have the right to submit a written response to such material and his/her response shall be reviewed by the Supervisor of Personnel or Supervisor of Curriculum and attached to the file copy.

The response must be placed in the file no later than ten (10) school days after the evaluation is entered into the employee's file.

C. Complaints

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given the opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such a complaint. If a complaint is so raised, the teacher is not to use said complaint or its being raised in any manner to the detriment of the student, the parent, or other person.

D. Evaluation Procedure

1. Communication

Prior to any annual evaluation report, the Supervisor of Personnel or Supervisor of Curriculum shall have had appropriate communication, including, but not limited to, all steps in Section Two (2) below, with said teacher regarding performance as a teacher.

2. Reports

Evaluation shall be presented to non-supervisory personnel periodically in accordance with the following procedures:

- (a) Such reports shall be issued by the observer.
- (b) Such evaluations shall include strengths, weaknesses, and specific suggestions for improvement.
- (c) Such evaluation reports are to be provided for non-tenure teachers in accordance with N.J.A.C. 6:3-1.19(e) and N.J.S.A. 18A:27-3.1.
- (d) Such evaluation reports are to be provided for tenure teachers at least one (1) time each year; not later than February 1.
- (e) An additional evaluation will be granted at the request of the teacher.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teachers inspection.

E. Termination of Employment

No adverse material received after a teacher's termination shall be placed in his/her file.

ARTICLE XVII

FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before April 30 of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30, either:

- (a) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- (b) A written notice that such employment shall not be offered.

2. Reasons

Any non-tenured teacher who receives a notice of non-employment may within fifteen (15) days thereafter, in writing request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within fifteen (15) days after receipt of such request.

3. Hearing

Any non-tenured teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Board within fifteen (15) days after receipt by the teacher of the statement of reasons.

National Park School District

4. Determination of Board

The Board shall issue its written determination as to the employment or non-employment of said non-tenured teacher for the next succeeding school year within five (5) days after the completion of the hearing. Said proceedings shall be complete and the Board's determination presented to the teacher no later than May 31.

5. Appeal to Grievance Procedure

A non-tenured teacher may utilize the grievance procedure in connection with his/her termination during the life of his/her employment contract. However, the grievance procedure shall not be eligible for utilization by the teacher or the Association regarding non-renewal of said non-tenured teacher's contract.

B. Failure to Comply

The Board shall give a non-tenured teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered. Upon request by the teacher to the Superintendent, a statement of reasons and a hearing shall be given by the Board. In the event of such hearing and the failure to make and serve a copy of the determination within the time and in the manner provided by this ARTICLE, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

C. Notification of Intention to Return

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

D. Termination of Employment

Any non-tenured teacher who receives a notice that his/her employment shall be terminated shall be entitled to a statement of reasons and a hearing as provided for in paragraphs 2, 3, 4, and 5 of this Section except that a determination of the Board shall be made and served thirty (30) days before the expiration of the notice period provided for in said contract. Should the Board fail to comply herewith, then said notice of termination shall be invalid and of no force and effect and the employment of the teacher shall continue as if such notice had not been given.

ARTICLE XVIII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any written complaints regarding a teacher made to any member of the administration by a parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedure below.

B. Meeting with Supervisor of Personnel

The Supervisor of Personnel shall meet with the teacher to appraise the teacher of the full nature of the complaint and he/she shall attempt to resolve the matter informally.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1:

In the event a complaint is unresolved to the satisfaction of all parties, the Supervisor of Personnel shall confer with the complainant and the teacher. At such meeting, a disinterested party or mechanical device shall record the proceedings.

Step 2:

In the event a complaint is unresolved to the satisfaction of all parties, the Superintendent shall confer with the complainant and the teacher. At such meeting, a disinterested party or mechanical device shall record the proceedings.

Step 3:

If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, he shall forward a copy of the proceedings along with his recommendation in writing to the Board. The Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the Superintendent should not be followed. Copies of the Board action shall be forwarded to all parties.

ARTICLE XIX
TEACHER FACILITIES

A. Listing of Facilities

Teachers shall be provided with the following facilities:

1. Space for each teacher within each instructional area in which he/she teaches to store his/her instructional materials and supplies.
2. Suitable, private closet space with lock and key for each teacher to store coats, overshoes and personal articles;
3. Well-lighted and clean teacher rest rooms, separate for each sex and separate from students' rest rooms;
4. A serviceable desk, chair, and/or filing cabinet for the exclusive use of each teacher;
5. Copies, exclusively for each teachers use, of all texts used in each of the courses he/she is to teach;
6. Adequate chalkboard space in every classroom;
7. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility;
8. An appropriate furnished, heated and air conditioned room which shall be reserved for the exclusive use of teacher's as a faculty lounge and work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

B. Keys

In order to permit freedom of access both during and after regular school hours, all teachers shall be given keys to the classroom.

ARTICLE XX

TEACHER-ADMINISTRATION LIAISON

A. Liaison Committee

The Association shall select a Liaison Committee which shall meet with the Supervisor of Personnel and/or the Supervisor of Curriculum whenever necessary during the school year to review and discuss local school problems and practices, and to play an active role in the revision and development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said committee shall consist of no less than three (3) members appointed by the Association and one (1) member of the Board.

B. Meetings with Supervisor of Personnel

The Association's representative shall meet with the Supervisor of Personnel as an advisory council and coordinator of current school problems and practices and the administration of this Agreement. Such meetings shall take place when necessary.

ARTICLE XXI

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose

An Instructional Council shall be established and shall meet no later than September 30 of each school year. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Supervisor of Personnel and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training, and staff development, pupil testing and evaluation, philosophy, and educational goals of the district, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the National Park School District.

2. Membership

The Council shall consist of one (1) representative appointed by the Superintendent and two (2) representatives appointed by the Association.

3. Sub-Committees

The Council shall be authorized to establish sub-committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

4. Individual Initiative for Suggestions

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

5. Additional Members

Nothing in this ARTICLE shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators, professional advisors, students, parents or other persons as the original members herein designated shall determine are desirable and appropriate for said purpose.

National Park School District

6. Rules of Procedure

The Council shall establish its own ideas of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.

7. Meetings

The Council shall meet at least once every other month.

8. Information

The Council and its sub-committees shall be provided with access to available school district information.

9. Reports

(a) Board and Association Action

The Board and the Association shall consider and study all written recommendations submitted by the Council for action. If the Board or the Association refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

(b) Minority Reports

Reports of the Council of any sub-committees established by the Council may include minority as well as majority views.

ARTICLE XXII

SICK LEAVE

A. Accumulative

All teachers employed shall be entitled to thirteen (13) sick leave days each 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. Effective July 1, 1999, all newly hired employees shall be entitled to ten (10) sick days per year. Upon reaching tenure in the district they will be entitled to thirteen (13) days per year from that point forward.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave.

C. Retirement

Upon retirement from teaching, the teacher shall be granted payment for unused sick days using the following schedule: 25% of accumulated sick days up to one year of the teacher's school year, at \$75.00 per day for the length of this agreement.

ARTICLE XXIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

National Park School District

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. Unused personal days shall be added to accumulated sick leave days.

2. Religious

For observance of religious holidays, where said observance prevents the teacher from working on said days, the teacher shall use personal days.

3. School Visitation

Days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, upon approval of the Superintendent.

4. Legal

Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding, if the teacher is required by law to attend.

5. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid the difference between his/her regular pay and military pay.

6. Paternal Leave

Two (2) days for the purpose of taking his wife to and from the hospital in the event of pregnancy.

7. Good Cause

Other leaves of absence with pay may be granted by the Superintendent and/or Board for good reason.

B. Death

All the employees of the Board of Education, in the event of death in the immediate family shall be granted allowance with pay, for attending the death bed or funeral as hereinafter stated:

1. An allowance for five (5) days shall be granted in case of death of any of the following:

Employee's parents, spouse or child.

2. An allowance for three (3) days shall be granted in the case of death of any of the following:

Employee's brother, or sister, parents of employee's spouse, and any other of the immediate household.

3. An allowance of one (1) day shall be granted to attend the funeral of any of the following:

Employee's grandparents, niece, nephew, in-law, aunt or uncle.

4. An allowance of one (1) day shall be granted to act as pallbearer or for the death of a friend.

5. In the case of unusual circumstances, the granting of additional days shall be left to the discretion of the Superintendent.

C. In addition to Sick Leave

Leaves taken pursuant to Sections A & B above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XXIV

EXTENDED LEAVES OF ABSENCE

A. Military

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any inductee or enlistee to join him/her for the period of special training in preparation for duty overseas in combat zones.

B. Maternity

1. Natural Birth

A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. A teacher who elects to do so may be permitted to work throughout her pregnancy with written certification by her physician that she is physically capable of continuing her duties. Maternity leave without pay may be granted if requested, terminating upon approval of the physician after birth of the child. In the event of stillbirth or the death of the child, the teacher, if she so elects, may return to her position when physically able to perform her duties.

2. Adoption

Any female teacher adopting an infant or pre-school child shall receive leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave be denied the opportunity to substitute in the National Park School District in the areas of her certification of competence.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

D. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

E. Return From Leave

1. Salary

Upon return from leave granted pursuant to Section A of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Sections, B, C, and D of this Article.

2. Benefits

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy 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, the improvement of instruction, and the curriculum development necessary as a part of the Gateway Group of Schools.

B. Programs

To work towards the ends stated above, the Board agrees to implement the following:

To pay 100% of the first \$500.00 and 50% of the remainder, not to exceed the totals listed on Schedule F, per school year, for the cost of tuition and texts for courses taken above the Bachelor's Degree.

C. The Superintendent's prior approval shall be obtained to qualify for reimbursement under this Article. However, such approval shall not be withheld so long as the courses taken are in the area of the fields of education, guidance and/or administration or are part of a curriculum leading to certification or degree in said areas. Successful completion shall be required for reimbursement.

D. Requirements

1. Staff member must be an employee of the National Park Board of Education when the courses were taken.

Staff member must be an employee of the National Park Board of Education when the payment is made.

Staff member shall receive reimbursement for courses which are taken between July 1 and June 30 of each school year.

E. Procedure for Payment

1. Staff member shall submit the following to the Board Secretary on or before October 15 or February 15 of each school year:

(a) Receipted bill for tuition from institution.

(b) Transcript from institution indicating successful completion of course.

2. All reimbursement for which the staff member is eligible will accompany the November 15 or March 15 pay.

Salary Adjustment shall be pro-rated at the completion of requirements for lateral promotion.

ARTICLE XXVI

SUPERVISION OF STUDENT TEACHERS

A. Mutual Responsibility

The Board and the Association mutually recognize that the education of children of the National Park School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.

B. Procedures

The following procedures shall govern the supervision of student teachers.

1. Experience

No teacher shall have a student teacher under his/her supervision during his/her first year of teaching.

2. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teacher program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Consent

Each teacher shall have the right to accept or reject a student teacher. The teacher shall receive the request to take a student teacher at least two (2) weeks prior to the student's introduction to the classroom.

4. Released Time

Each cooperating teacher shall be provided with released time with pay for attendance at regularly scheduled orientation and evaluation at sessions sponsored by a student teachers college or university.

5. Assignments

A cooperating teacher shall not be given additional assignments outside of his/her regular responsibilities during the period he/she is supervising a student teacher.

6. Information for Cooperating Teachers

Any preparing institution with which the Board shall cooperate in a program of student teaching shall provide each cooperating teacher in writing with the following:

- (a) Information about the student teacher, such as his/her background, college record, interests, talents, and special problems of which the cooperating teacher and the school administrator should be aware.
- (b) Information about the college program and the college's expectations and requirements for student teachers.
- (c) Specific information about the date the student will begin the assignment, when he/she will complete the assignment, and holidays or special events which affect the student teachers attendance.
- (d) In the event efforts by the administration are fruitless, the Board shall be absolved of further responsibilities for the information in part 6 above.

ARTICLE XXVII

PROTECTION OF TEACHERS, STUDENTS & PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

1. Reasonable Force

As specified in 18A:6-1, a teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

2. Action Before Board or Commissioner

Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey upon the allegation of the committing of an assault, which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher.

B. Assault Arising Out Of And In the Course of Employment

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the periods of such absence but not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of any assault suffered by (excluding motor vehicle) a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

4. Medical

The Board shall, pursuant to its workers' compensation obligation, maintain appropriate insurance to provide medical, surgical or hospital services incurred as the result of any injury sustained from the assault.

C. Reporting Assaults

1. Immediate Superior

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their immediate superior.

2. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liason between the teacher, the police, and the courts.

ARTICLE XXVIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to students discipline shall be reduced in writing by the Superintendent and presented to each teacher at the start of each school year.

B. Special Assistance

When, in the judgment of a teacher, a student requires the attention of the Administration, Child Study Team, physician, or other specialists, he/she shall so inform the appropriate individual as per the chain of command. The immediate superior shall arrange as soon as possible for a conference among himself /herself, the teacher, and, if necessary, an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

C. Disruptive Students

When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him/her as per chain of command. In such cases, the Supervisor of Personnel shall arrange as soon as possible, and under normal circumstances, not later than the conclusion of the following school day, a conference among himself/herself, the teacher, and, if necessary, an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XXIX

AGENCY FEE

Effective July 1, 2004, the Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms:

A. Purpose of the Fee

If any employee does not become a member of the Association during any membership year which is covered in whole or in part 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.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. Determination of Fee

Prior to the beginning of each membership year (September 1 through August 31), 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 the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the February through June period.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE XXX

INSURANCE PROTECTION

A. Full Health-Care Coverage

The Board shall provide the health-care protection designated below. The Board shall pay the full premium for each teacher, as well as for full family plan coverage for those teachers who require such coverage beginning in the 3rd year of the contract. Only single coverage for all new eligible employees will be paid by the Board in the first year of the contract. In year 2, up to full family coverage will be available with 50% on the amount above single coverage paid by the employee and 50% paid by the Board.

Health care coverage for all newly hired teachers would be single coverage of the plan of choice from Aetna or Horizon Health Care. A new employee may pay the difference for additional coverage.

1. Changes in the benefits of the health-care insurance program shall be agreed upon by the Board and the Association.

The benefits shall be detailed in master policies and contracts and shall include:

- (a) Hospital room and board and miscellaneous costs
- (b) Out-patient benefits
- (c) Laboratory fees, diagnostic expenses, and therapy treatments
- (d) Maternity costs
- (e) Surgical costs
- (f) Major-medical coverage

2. Carriers

The health insurance carrier shall be at the option of the teacher-choice of either the Health Plan which includes health insurance and a major medical insurance or disability insurance. Teachers shall also have the option to

National Park School District

opt out of the health insurance plan and accept the Medical Flex Spending plan offered in Article XXIX, #5. This coverage for health insurance would be for all employees who would receive either single or family coverage. The disability insurance plan would be the dollar amount an employee would receive for single health insurance coverage.

3. Complete Annual Coverage

For each teacher who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4. Retirement Coverage

All state employees who work a minimum of twenty-five years and are enrolled in TPAF or PERS are entitled to the New Jersey State Health Benefits Program at the retirement age of 55.

1. The Board shall provide for the continuance of health care insurance after retirement, on the terms detailed in the master policies and contracts agreed upon by the Board and Association, for single coverage for an employee with a minimum of twenty years within the National Park School District but does not have the minimum of twenty-five years to qualify for the New Jersey State Health Benefits Program.
2. Any retired employee (prior to June 30, 2002) who is currently covered by the Board's Health care insurance and the State's Health Benefits Program will be offered a flexible medical plan described later in this contract. The retired employee will not be permitted to continue with the Board provided plan.
3. All employees with a minimum of twenty years within the National Park School District will not be offered the Board's Health Care Insurance but will be eligible for the Board's Flex Medical Plan for retirees effective July 1, 2002.
4. If the New Jersey State Benefits Program is not available to retired teachers, then the Board would provide single coverage to all employees with a minimum of twenty years of service within the National Park School District.
5. Provisions for the Medical Flexible Spending Plan for Retirees.
 - a. The plan would also cover a spouse.
 - b. There will be no deductible.
 - c. Reimbursements would be submitted for whatever costs are not covered by the State Plan including prescriptions.
 - d. Reimbursement will now include the following items: see schedule G.
6. Coverage for the Medical Flexible Spending Plan for retirees will be capped at \$3,300 for the length of this contract.
7. If a retiree does not use the amount of coverage allotted in that year, they will not be reimbursed the difference.

B. Dental

The Board shall pay the full premium for employee only dental coverage, regardless of cost, with a cap to take effect at expiration of this agreement (6-30-08) in the amount equal to the dollar cost of premium at that time.

C. Description to Teachers

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed on the previous page.

ARTICLE XXXI

PERSONAL AND ACADEMIC FREEDOM

A. Citizenship

Teachers shall be entitled to full rights of Citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal laws.

B. Dress Code

Teachers shall be entitled to personal freedom in regard to articles of dress worn during the performance of their assigned functions provided that they do not overstep the boundaries of acceptable attire as prescribed by the standards set for the fashions of the present era in other similar areas of employment.

ARTICLE XXXII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of the teachers for the National Park Education Association, the Gloucester County Education Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1968 (N.J.S.A. 52:14-15, 9(e) and under rules established by the State Department of Education. Such monies together with records of any corrections shall be transmitted to the treasurer of the National Park Education Association by the fifteenth of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from teachers' salaries money for Local, State and/or National Association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

A. Non-discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

D. The Board shall retain all rights which it heretofore had, except as modified by this Agreement.

E. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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.

F. Compliance Between Individual Contract and Master Agreement.

Any individual contract between the Board and an individual teacher, 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.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. Duration of Period

This Agreement shall be effective as of July 1, 2005 and continue through June 30, 2008, subject to 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, unless it is extended in writing.

B. Status of Incorporation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon.

National Park School District

NATIONAL PARK EDUCATION ASSOCIATION

BY: _____
President

BY: _____
Secretary

DATE _____

NATIONAL PARK BOARD OF EDUCATION

BY: _____
President

BY: _____
Secretary

DATE _____

NATIONAL PARK 2005-06 SALARY GUIDE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Dr.
1	38,000	39,000	40,000	41,000	42,000	43,000	44,000	45,000
2	38,500	39,500	40,500	41,500	42,500	43,500	44,500	45,500
3	39,000	40,000	41,000	42,000	43,000	44,000	45,000	46,000
4	39,500	40,500	41,500	42,500	43,500	44,500	45,500	46,500
5-7	40,600	41,600	42,600	43,600	44,600	45,600	46,600	47,600
8	41,600	42,600	43,600	44,600	45,600	46,600	47,600	48,600
9	43,000	44,000	45,000	46,000	47,000	48,000	49,000	50,000
10	44,600	45,600	46,600	47,600	48,600	49,600	50,600	51,600
11	46,500	47,500	48,500	49,500	50,500	51,500	52,500	53,500
12	48,500	49,500	50,500	51,500	52,500	53,500	54,500	55,500
13	51,200	52,200	53,200	54,200	55,200	56,200	57,200	58,200
14a	54,000	55,000	56,000	57,000	58,000	59,000	60,000	61,000
14b	57,200	58,200	59,200	60,200	61,200	62,200	63,200	64,200
14	60,700	61,700	62,700	63,700	64,700	65,700	66,700	67,700

NATIONAL PARK 2006-07 SALARY GUIDE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Dr.
1	39,000	40,000	41,000	42,000	43,000	44,000	45,000	46,000
2	39,600	40,600	41,600	42,600	43,600	44,600	45,600	46,600
3	40,200	41,200	42,200	43,200	44,200	45,200	46,200	47,200
4	40,800	41,800	42,800	43,800	44,800	45,800	46,800	47,800
5	41,800	42,800	43,800	44,800	45,800	46,800	47,800	48,800
6-8	42,800	43,800	44,800	45,800	46,800	47,800	48,800	49,800
9	44,100	45,100	46,100	47,100	48,100	49,100	50,100	51,100
10	45,700	46,700	47,700	48,700	49,700	50,700	51,700	52,700
11	47,700	48,700	49,700	50,700	51,700	52,700	53,700	54,700
12	50,000	51,000	52,000	53,000	54,000	55,000	56,000	57,000
13	52,700	53,700	54,700	55,700	56,700	57,700	58,700	59,700
14a	55,600	56,600	57,600	58,600	59,600	60,600	61,600	62,600
14b	58,700	59,700	60,700	61,700	62,700	63,700	64,700	65,700
14	62,200	63,200	64,200	65,200	66,200	67,200	68,200	69,200

NATIONAL PARK 2007-08 SALARY GUIDE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Dr.
1	40,000	41,000	42,000	43,000	44,000	45,000	46,000	47,000
2	40,700	41,700	42,700	43,700	44,700	45,700	46,700	47,700
3	41,400	42,400	43,400	44,400	45,400	46,400	47,400	48,400
4	42,100	43,100	44,100	45,100	46,100	47,100	48,100	49,100
5	43,100	44,100	45,100	46,100	47,100	48,100	49,100	50,100
6	44,100	45,100	46,100	47,100	48,100	49,100	50,100	51,100
7-9	45,200	46,200	47,200	48,200	49,200	50,200	51,200	52,200
10	46,800	47,800	48,800	49,800	50,800	51,800	52,800	53,800
11	48,800	49,800	50,800	51,800	52,800	53,800	54,800	55,800
12	51,200	52,200	53,200	54,200	55,200	56,200	57,200	58,200
13	54,000	55,000	56,000	57,000	58,000	59,000	60,000	61,000
14a	57,000	58,000	59,000	60,000	61,000	62,000	63,000	64,000
14b	60,200	61,200	62,200	63,200	64,200	65,200	66,200	67,200
14	63,700	64,700	65,700	66,700	67,700	68,700	69,700	70,700

SCHEDULE B - LIBRARIAN AIDE GUIDE

STEP	SALARY 2005-2008
1	\$13,870
2	\$14,860
3	\$15,860
4	\$16,995
5	\$18,185
6	\$19,465
7	\$20,825
8	\$22,280
9	\$23,840
10	\$25,530
11	\$27,295
12	\$29,210
13	\$31,255
14	\$33,455
15	\$34,720
16	\$35,760
17	\$36,835
18	\$37,940
19	\$39,078
20	\$40,251
21	\$41,459

SCHEDULE C - EXTRA CURRICULAR COMPENSATION GUIDE

Listed below are those activities to be compensated for at the rate indicated next to each activity as well as the time of the year for each activity.

<u>POSITIONS</u>	<u>2005-08</u>
Summer Curriculum Work	30.00
Homebound Instruction	30.00
Summer Staffings	30.00
PAC	30.00
Volleyball	30.00
Art Club	30.00
Detention Supervision	30.00
Other Position as Approved	30.00
<u>STIPENDS</u>	<u>2005-08</u>
Safety Patrol (nurse)	850.00
Student Council	550.00
Behavior Recording	550.00

A proposal must be submitted before an activity is established.

The Board of Education does not view the involuntary assignment of extracurricular activities as a desirable practice. While circumstances may require such an approach on a case-by-case basis, the Board of Education strongly prefers voluntary assignments.

Summer Curriculum work that is directed through the Gateway Group Curriculum Consortium will be compensated at that established rate.

SCHEDULE D - LONGEVITY GUIDE

Each employee in the Bargaining Unit with appropriate years or more of service in this district shall receive a longevity increment as shown below, in addition to any other compensation:

<u>Years of Service</u>	<u>2005-2008</u>
20 Years	\$700.00
25 Years	750.00
30 Years	900.00

SCHEDULE F - TUITION REIMBURSEMENT

\$1,000.00

SCHEDULE G – MEDICAL CARE FLEXIBLE SPENDING ACCOUNT

- Acupuncture
- Animals, trained to assist handicapped individuals
- Birth control pills
- Chiropractic visits
- Christian Science practitioner
- Co-payments and co-insurance
- Communication equipment for the deaf and hearing-impaired
- Deductibles
- Dental expenses
- Dermatologist
- Diagnostic services
- Educational aids for handicapped individuals
- Eye exams/eyeglasses/contact lenses/saline solution/sens cleaner
- Gynecologist visits
- Hearing aids and batteries
- Immunizations/vaccinations
- Infertility treatment
- Insulin
- Laboratory fees
- Laser/Lasik eye surgery
- Orthodontia
- Orthopedic shoes
- Physical therapy
- Prescription drug co-pays
- Psychiatrist/psychologist/social worker counseling
- Smoking cessation programs
- Special education for the handicapped, including tuition at special schools
- Special equipment or home improvements prescribed for a specific condition
- Substance abuse treatment
- Transportation expenses for medical services
- Well-child exams

- Wheelchair/durable medical equipment

SIDEBAR AGREEMENT
HEALTH BENEFITS

An agreement has been made by the National Park Education Association and the National Park Board of Education to amend the Aetna NJRA 06 Health Care Plan due to a significant (40%) increase in premiums. The new Aetna OA 9NR Plan is to take effect April 1, 2006 with the following provisions:

- (1) an amount up to \$1,500 for single and \$3,000 for husband/wife, parent/child, or family coverage will be reimbursed to an employee or dependent for any medical claims incurred and put towards their deductible and coinsurance in accordance with the amount indicated on Aetna’s Explanation of Benefits. An Explanation of Benefits must be submitted for approved medical expenses.

- (2) change in debit/swipe card reimbursement amounts –

single	from \$250.00 to \$450.00 per year, prorated
husband/wife	from \$300.00 to \$550.00 per year, prorated
family	from \$400.00 to \$700.00 per year, prorated
parent/child	from \$300.00 to \$550.00 per year, prorated

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon.

National Park Education Association:

By: _____
President

By: _____ Date: _____
Secretary

National Park Board of Education:

By: _____
President

By: _____
Secretary

Date: _____