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A G R E E M E N T

BETWEEN

THE HELMETTA BOARD OF EDUCATION

and

THE HELMETTA EDUCATION ASSOCIATION

The County of Middlesex, New Jersey

covering the period

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July 1, 1976

to

June 30, 1979

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PREAMBLE

This agreement entered into this 3<sup>rd</sup> day of February 1974, by and between the Helmetta Board of Education (hereinafter called "Board"), and the Helmetta Education Association (hereinafter called "Association").

WITNESSETH:

WHEREAS, the parties have reached certain understandings 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. RECOGNITION: The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract, including the following:

all professionally certified personnel employed by the Board, including teachers, attendance officer, school nurse, maintenance and custodial, secretarial and clerical (subject to evidence of authorization),

but excluding the following:

teaching principal, a full time principal, vice-principal, superintendent, and all personnel employed on a per diem basis or on a special contract basis. Those included herein shall hereafter be known as "Negotiating Unit."

B. LIMITATION: The remaining provisions of this Agreement are applicable only to teachers unless in any particular provision specific reference is made to the fact that it shall include additional personnel (specifically naming each position intending to be covered) employed by the Board and for whom the Board has recognized the Association to be the exclusive and sole representative for collective negotiations as set forth above.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

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. Such negotiations shall begin not later than one hundred twenty days prior to the annual school election as established each year pursuant to N.J.S.A. 18A:14-2. Any Agreement so negotiated will apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the parties.

B. 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.

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. It is understood and agreed that a grievance shall not apply to the non-renewal or the termination of a non-tenure teacher's employment contract.
2. Aggrieved Person: An "aggrieved person" is the person or persons making the claim.
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 this 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 Grievances: 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 or as soon thereafter as is practicable.
3. LEVEL ONE: A teacher with a grievance shall present the grievance, either orally or in writing to the principal, within 20 school days following the treatment, act or condition which is the basis for his grievance, and this initial grievance shall make known the full details of the grievance so that a decision can be based on total pertinent information.
4. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his grievance at LEVEL ONE, or if no decision has been rendered within five (5) school days after the presentation of the grievance at LEVEL ONE, he may then present his grievance in writing to the principal, specifying the nature of the grievance and the resolution sought. The principal shall communicate his decision in writing to the teacher within three (3) school days of receipt of the written grievance.
5. LEVEL THREE: A teacher, no later than five (5) school days after receipt of the principal's decision may appeal the principal's decision to the personnel committee of the Board. The appeal to the personnel committee of the Board must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The personnel committee shall attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) school days. The personnel committee shall communicate its decision in writing to the teacher and the principal.
6. LEVEL FOUR: If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) school days after receipt of the personnel committee's decision, may request a review by the total Board of Education. The request shall be

submitted in writing through the principal of the school who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the teachers and render a decision in writing within thirty (30) calendar days, except in the case of grievance involving any of the following points:

- (a) Any matter for which a method of review prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of the Board's authority or limited to action of the Board alone.
- (b) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

7. LEVEL FIVE: If the teacher is not satisfied with the disposition of his grievance at LEVEL FOUR, he may, within five (5) school days after a decision by the Board, request to have his grievance submitted to arbitration within fifteen (15) school days after receipt of the action by the Board. The teacher shall notify the Board through the principal of the request for arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the teacher shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator:

- (a) A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the dispute in question.
- (b) If the persons are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the American Arbitration Association to submit a second list.
- (c) If the parties are unable to agree, within ten (10) school days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The recommendation of the arbitrator shall be advisory. Only the Board, the teacher and his representative shall be given copies of the arbitrator's report. This shall be accomplished within twenty (20) school days of the completion of the arbitration hearings.

D. COST OF ARBITRATION:

1. Each party shall bear the total cost incurred by himself.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
3. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board shall pay only the cost of the substitute. The time lost by the teacher shall be charged to personal time and any time beyond that will be granted full pay.

E. MISCELLANEOUS:

1. Commencing with LEVEL THREE, the decision of the administration and/or Board shall include a statement of reasons for the position taken (excluding non-tenure teachers in cases of re-employment).
2. Commencing with LEVEL TWO of the grievance procedure, the teacher may be represented by a representative selected by himself.

ARTICLE IV

TEACHER RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION: Pursuant to Chapter 123, Public Laws, 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 the laws of the State of New Jersey, the Board undertakes and agrees that it 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 his membership in this Association and its affiliates, his participation in any activities of the Association and its affiliates, collective 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. BOARD RIGHTS: Nothing contained herein shall be construed to deny or restrict the Board of supervisory and management powers necessary to carry out its function under the educational law - and in accordance with all other applicable laws.

C. STATUTORY SAVINGS CLAUSE: Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. 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. This clause shall in no way be applicable to renewal or failure to renew contracts of non-tenure teachers.

E. REQUIRED MEETINGS OR HEARINGS: Whenever any teacher is required to appear before the Board, or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he 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 him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

F. EVALUATION OF STUDENTS: The teacher shall have the responsibility to determine grades and comments within the grading policies of the Helmetta School District, Helmetta, New Jersey, based upon his professional judgment or available criteria pertinent to any given subject area or activity for which he is responsible. Prior to issue of progress reports, report cards or similar documents to students, the principal may modify a grade or comment after consulting with the teacher. A written statement, including reasons for such change, shall be given to the teacher.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION: The Board agrees to furnish to the Association a current roster of teachers, one copy of agendas and minutes of all public board meetings and to make available to the Association such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. TRANSACTION OF ASSOCIATION BUSINESS: Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official



business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Permission of the building principal shall be required. Such permission shall not be unreasonably withheld.

C. USE OF SCHOOL BUILDINGS: The Association and its representative may use school buildings at all reasonable hours for meetings. The principal of the building shall receive a written request in advance of the time and place of such meetings. His permission shall not be unreasonably withheld.

D. USE OF SCHOOL EQUIPMENT: The Association shall have access to school facilities and equipment to include: typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with approval of the principal. No equipment shall be removed from school property without the approval of the principal. The Association will pay for any damage to or loss, or theft of school property while being used by the Association.

E. BULLETIN BOARD: The Association shall have the exclusive use of a bulletin board. Copies of all materials to be placed on such bulletin board shall be given to the principal, but no approval shall be required. The location of the bulletin board shall be subject to the sole discretion of the Board of Education.

#### ARTICLE VI

##### TEACHING HOURS

A. TEACHING HOURS: As established by Board policy; however, the total in-school day shall not exceed seven (7) hours.

B. LUNCH PERIODS: Teachers shall have a daily duty-free lunch period (except in emergency situations) equivalent in time to that given to the students, but not to exceed one hour.

C. EXTRA ASSIGNED DUTIES: Any extra duty assignments shall be distributed evenly and equitably among all teachers subject to the needs of the students as determined by the principal.

D. PREPARATION TIME: Teachers, in addition to their luncheon period, shall have preparation time during which they shall not be assigned to any other duties. Said preparation time shall total two hours per week, based on a five day week and to be pro-rated accordingly for shorter weeks. Scheduling to be established by the principal.

#### ARTICLE VII

##### SPECIALISTS

The Board and the Association recognize the fact that an adequate number of competent specialists is desirable.

ARTICLE VIII

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE: Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1975-76 school year.

B. CREDIT FOR EXPERIENCE:

1. Full credit will be granted to an applicant with regular or provisional certification for up to ten (10) years of previous teaching experience.
2. An applicant with military service shall be granted up to four (4) years in addition to any previous teaching experience up to a maximum of ten (10) years inclusive of credit for military service.
3. Persons with six (6) months or more of teaching experience under provisional or regular certification shall be given credit for a full year in determining their place on the salary schedule. The Board reserves the right to grant credit for any experience it deems valuable to the Helmetta school system.
4. Persons with six (6) months or more military service shall be given credit for a full year in determining their place on the salary schedule.
5. Salary step credit for experience shall be granted only when satisfactory evidence of such experience is provided.

ARTICLE IX

SALARIES

A. SUMMER PAY PLAN: Each teacher may individually elect to have ten (10%) per cent of his monthly salary schedule deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, or upon death, or termination of employment, if earlier.

B. PAY DAYS: Teachers will be paid on the 15th and the 30th day of each month during the year school is in session, except when a pay day falls on or during a school holiday, vacation, or weekend. The teachers will then receive their pay checks on the last previous working day.

C. SALARY SCHEDULE: The salary for each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE X

TEACHER EVALUATION

A. TEACHER EVALUATION:

1. Non-tenure teachers shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Evaluation reports shall be presented to each teacher following the evaluation.
2. Tenure-teachers shall be evaluated at least two (2) times in each school year.

B. OPEN EVALUATION: All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. EVALUATION ONLY BY CERTIFIED SUPERVISORS: Teachers shall be evaluated only by persons certificated and properly authorized to supervise instruction as in relationship to paragraphs one and two under Teacher Evaluation.

D. PERSONNEL RECORDS:

1. File: A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review.
2. Derogatory materials: No materials derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had the opportunity to review and question the material. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed and attached to the file copy. Any difference arising under this paragraph shall not be subject to redress under the grievance procedure.

ARTICLE XI

FAIR DISMISSAL PROCEDURE

- A. Teachers shall be notified of their contract and salary status for the ensuing year by the Board of Education's Secretary no later than April 15th. As a matter of professional courtesy, tenure teachers shall notify the Board within fifteen (15) calendar days after receiving their notification of their

contract and salary status of their intent. Such notification by the teacher at this date shall not be binding. However, State regulations must be adhered to in such cases.

- B. Should the Board fail to give a non-tenure teacher an offer of contract for employment for the next succeeding year by April 15th, 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.
- C. Any non-tenure teacher whose contract is not being renewed shall be told by the teaching principal the reason therefor at the time the notice is given and any difference arising under the paragraphs of this article shall not be subject to redress under the grievance procedure.

## ARTICLE XII

### SICK LEAVE

- A. All personnel are authorized ten (10) days sick leave for the school year with no deduction from salary. This sick leave is to be accumulative but <sup>not</sup> transferrable from other districts.
- B. In addition to the ten (10) days normal sick leave, personnel will be granted all days for sick leave accumulated prior to the current academic school year with no deductions from salary. All personnel will be notified at the beginning of the academic year of the total number of accumulated days of sick leave. Any person who is absent from school for reasons of illness will submit a "certification of absence" upon returning to school.
- C. In cases of extended illness when a teacher has exhausted her accumulated sick leave, a teacher shall receive the difference between the substitute's pay and her actual contractual salary, for a period of no more than three months or the expiration of the school year, whichever shall first occur.

## ARTICLE XIII

### PERSONAL DAYS, ETC.

#### A. DEATH IN FAMILY:

- 1. An allowance of five (5) days will be granted without deduction from pay in the case of death in the immediate family.
- 2. The immediate family shall be interpreted as Father, Mother, Sister, Brother, Husband, Wife, Son and Daughter.

3. An allowance of three (3) days will be granted without deduction from pay in the case of the death of a Mother-in-Law, Father-in-Law, Sister-in-Law, or Brother-in-Law.
4. An allowance of one (1) day will be granted without deduction from pay in the case of the death of a Grandmother, Grandfather, or any other relative residing in the household.

B. PERSONAL LEAVE:

1. The employee will be authorized three (3) days of absence without loss of pay for emergency reasons other than illness or death in family. This would cover instances such as physical examination, court appearances, or other valid emergency reasons, provided the principal is advised of the reason and date as set forth hereafter.
2. If at all possible, the principal shall be advised not less than three (3) days prior to the expected absence and in any event notice must be given prior to the expected absence.

C. VISITS, CONFERENCES AND MEETINGS:

1. All personnel are authorized to visit other schools or agencies for the purpose of observation and to seek means of improving the curriculum. The limit is two (2) days per year.
2. Request for leave for this purpose must be submitted for approval to the principal.
3. Request must be made at least ten (10) days prior to the scheduled visit.
4. Request for two consecutive days of observation must be approved by the Board of Education and must be submitted not later than two (2) weeks before the scheduled regular meeting of the Board for the current month.

ARTICLE XIV

MATERNITY LEAVE

- A. Any female teacher, upon learning of her pregnancy, may submit her resignation, or apply for a maternity leave of absence with full loss of pay.
- B. Notice, in writing, must be submitted to the principal at least five (5) months prior to the date of expected birth. Failure to comply with this notice requirement will result in loss of any right to maternity leave.
- C. At the discretion of the Board of Education, the pregnant teacher may be required to submit to a medical examination by a physician of the Board's choosing to determine if the teacher is able to continue work and fulfill all of her duties. A copy of any written report prepared by the examining physician shall be

provided to the teacher and she shall have the opportunity to submit a report from her own physician ten (10) days from the date that she received the report of the School Board's examining physician. If a disagreement between the School Board's examining physician and the teacher's physician exists, a third physician, mutually acceptable to both parties, shall be requested to render a final and binding determination as to the teacher's fitness to continue employment in accordance with the terms hereof.

- D. The teacher will be declared eligible for re-employment when she submits written notice from her physician that she is physically fit for full time employment and when she can give assurance that care for the child will cause minimal interference with job responsibilities.
- E. Re-employment will be guaranteed no later than the first day of the school year following the date that the individual was declared eligible for re-employment.
- F. All personal benefits accumulated, including any unused accumulated sick leave, will be retained during maternity leave unless the teacher concerned shall have accepted other employment.
- G. All benefits to which a teacher was entitled at the time her leave of absence began, including unused accumulated sick leave, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave began, if available, or, if not, to an equivalent position.

#### ARTICLE XV

#### INSURANCE PROTECTION

- 1. The Board will provide the following health care insurance protection for teachers and custodian as qualified under the terms of the State Hospital Benefit Plan: Blue Cross/Blue Shield, Major Medical, and Rider "J". The Board will pay the full premium, subject to the rules and regulations as determined by the administrators of the above noted Plan.
- 2. The Board will provide a drug protection plan for which the Board will pay a maximum annual premium per employee of \$84.00 per year. It is further understood and agreed that should the annual premium per employee exceed the base cost of \$84.00, that the covered employee will pay any sum over and above \$84.00, which amount will be taken as a payroll deduction. Participation in the intended plan is voluntary insofar as employees are concerned with the employee's determination as to participation to be made and conveyed annually to the Board of Education on or before a date to be determined by the Board of Education.

ARTICLE XVI

PERSONAL AND ACADEMIC FREEDOM

The Board honors the Constitution of the United States and all applicable laws pertaining to personal and academic freedom.

ARTICLE XVII

DEDUCTION FROM SALARY

ASSOCIATION PAYROLL DUES DEDUCTIONS: The Board agrees to deduct from the salaries of its teachers dues for the Helmetta Education Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct.

ARTICLE XVIII

GRADUATE STUDY

Teachers will be paid up to \$350.00 for tuition and registration fees for graduate study upon the following conditions:

1. The teacher must be enrolled in a Master's Degree program in education (not to include a Master's or Doctoral program in administration and/or supervision). The teacher must provide notice to the Administrative Principal of the course(s) being taken prior to enrollment in the course(s) and it shall be the responsibility of the Administrative Principal to notify the Board of Education as to the teacher's intentions.
2. Payment will be made upon submission to the Board of Education of an official transcript, indicating satisfactory completion of the course(s), and a receipt of payment for the course(s). Said payment will be made to the teacher by the Board of Education by October 31st of the school year following successful completion of the course(s), providing that a contract of employment has been signed by the teacher with the Board of Education and the teacher is actively employed as a member of the Helmetta Board of Education teaching staff.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. The Board shall agree to carry out the commitments contained herein and give them full force and effect as Board policy. The Board will not make changes unilaterally in terms of, and conditions of employment. This clause shall not be construed to be in derogation of any other paragraphs of this agreement or in any way an abrogation of Board prerogatives as to administrative decisions.

- B. 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 shall be controlling.
- C. Whenever any notice is required to be given by either of the parties of this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so either by telegram, or registered mail to the following addresses:

1. If by Association, to the Board c/o Board Secretary, Mr. Daniel Bonamici, 406 Main Street, Spotswood, New Jersey.
2. If by Board, to the Association c/o Helmetta Elementary School, Main Street, Helmetta, New Jersey.

ARTICLE XX

EDUCATIONAL COUNCIL

A. MEMBERSHIP AND PURPOSE: Joint Educational Council shall consist of:

1. Members of the Board.
2. Teachers of the Association.

The Council shall normally meet during the school year and discuss matters of mutual concern.

ARTICLE XXI

TEACHER ASSIGNMENT

A. NOTIFICATION

1. Date for Presently Employed Teachers: All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and tentative room assignments for the forthcoming year not later than the last two (2) weeks of school.
2. Revisions: In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after the last two weeks of school, the Association and any teacher affected shall be notified in writing.



3. Need for Duty Aides: The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that her energies should to the extent possible, be utilized to this end. Therefore, the Board agrees, within limits, to provide the necessary services so that teachers will be relieved of lunch time, cafeteria and p.m. playground supervision which can be performed by duty aides. This clause is subject to Article VI herein.

## ARTICLE XXII

### TEACHER FACILITIES

- A. The following listed facilities shall be made available to teachers:
  1. Space for each teacher within each instructional area in which she teaches to store her instructional materials and supplies.
  2. An appropriately furnished and air-conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge. 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.
  3. A private pay telephone in the faculty lounge for the exclusive use of the teachers, with all attendant costs, including installation costs, to be borne by the teachers.
  4. A serviceable desk, chair, and filing cabinet in the classroom for the exclusive use of each teacher.
  5. Well-lighted and clean teacher rest room with hot water, separate from the student's rest rooms.
  6. Copies, exclusively for each teacher's use, of all texts used in each of the courses she is to teach.
  7. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility, subject to supply availability and budgetary considerations, as determined by the Board of Education.

## ARTICLE XXIII

### IN-SERVICE PROFESSIONAL TRAINING

The Board recognizes that in-service professional training is an integral part of teacher development. The program for such in-service professional training shall be determined by the principal,

subject to approval of the Board of Education. Such training shall be considered as part of the regular calendar year and those days designated for in-service professional training shall be early dismissal days for the students.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective from July 1, 1976 and shall continue to remain in full force and effect until June 30, 1979, except as noted in the following paragraph.
- B. The Board and the Association agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, with the exception of the Salary Guides applicable to the 1978-79 school year. Other provisions of this Agreement may be reopened upon the joint approval, in writing, of the parties hereto.
- C. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 3<sup>rd</sup> day of February, 1976.

HELMETTA EDUCATION ASSOCIATION

HELMETTA BOARD OF EDUCATION

By Dorothy S. Yonaha  
President

By \_\_\_\_\_  
President

By Naughton C. Lee  
Secretary

By \_\_\_\_\_  
Secretary

SCHEDULE A

TEACHERS SALARY GUIDE

| STEP | BACHELOR'S DEGREE |             | MASTER'S DEGREE |        |
|------|-------------------|-------------|-----------------|--------|
|      | 1976 - 1977       | 1977 - 1978 | 1976 - 1977     | 1977 - |
| 1    | 9500              | 9600        | 10000           | 10100  |
| 2    | 9800              | 9900        | 10300           | 10400  |
| 3    | 10200             | 10300       | 10700           | 10800  |
| 4    | 10600             | 10700       | 11100           | 11200  |
| 5    | 11000             | 11100       | 11500           | 11600  |
| 6    | 11500             | 11600       | 12000           | 12100  |
| 7    | 12000             | 12100       | 12500           | 12600  |
| 8    | 12500             | 12600       | 13000           | 13100  |
| 9    | 13000             | 13100       | 13500           | 13600  |
| 10   | 13500             | 13600       | 14000           | 14100  |
| 11   | 14000             | 14100       | 14500           | 14600  |
| 12   | 14500             | 14600       | 15000           | 15100  |
| 13   | 15000             | 15100       | 15500           | 15600  |
| 14   | 15500             | 15700       | 16000           | 16200  |

Teacher -

Part Time as Current - 8.00

SCHEDULE B

NURSES SALARY GUIDE

The school nurse, Ms. Jane DeMaio, shall receive a salary of \$6,000.00 for the 1976-1977 school year, and a salary of \$6,300.00 for the 1977-78 school year.

SCHEDULE C

MAINTENANCE EMPLOYEE SALARY GUIDE

Sigmund Lipinski shall receive a salary of \$7,500.00 for the 1976-1977 school year, and a salary of \$7,900.00 for the 1977-78 school year.