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**BOARD OF EDUCATION  
OF  
PARSIPPANY-TROY HILLS**



**PARSIPPANY-TROY HILLS  
EDUCATION ASSOCIATION**

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**AGREEMENT**

**1975-77**

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## PREAMBLE

This agreement entered into this 1st day of October, 1975 by and between the Board of Education of Parsippany-Troy Hills, the Township of Parsippany, New Jersey, hereinafter called the "Board" and the Parsippany-Troy Hills Education Association, hereinafter called the "Association."

## ARTICLE I

### RECOGNITION

That pursuant to Chapter 303, Public Laws 1968, the Board of Education of Parsippany-Troy Hills, New Jersey recognizes the Parsippany-Troy Hills Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the persons included in the unit described below:

Teachers	Area Chairmen
Librarians	Coaches
Nurses	Specialists, e.g. A.V.A.
Coordinators	Psychologists
Social Workers	Guidance Personnel
Teaching Assistants	

### DEFINITIONS

1. 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 except substitutes, summer school and adult school teachers. References to male teachers shall include female teachers.
2. The term "elementary school" shall apply to grades K through 6.
3. The term "junior high school" shall apply to grades 7 and 8.
4. The term "senior high school" shall apply to grades 9 through 12.
5. The term "secondary school" shall apply to grades 7 through 12. (Under Middle School organization it shall apply to Grades 6 through 12).
6. The term "days" shall apply to school days except when specified "calendar days."
7. The term "bus line" shall apply to past practices and policies at individual elementary schools.

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the school year preceding the school year in which this agreement expires and at a time mutually agreeable to both parties. Any agreement so negotiated shall apply to teachers, be reduced to writing, be signed by the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.
- C. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.
- D. 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.
- E. During the course of negotiations with other employee representative units the Parsippany-Troy Hills Education Association may act as consultant at the Board's request.

## ARTICLE III

### PROFESSIONAL GRIEVANCE PROCEDURES

Teachers

- A. A grievance is a complaint by a teacher that his rights, as contained in the collective agreement, have been violated or, that he has been treated contrary to established policy. A grievance shall be submitted at the lowest level of jurisdiction appropriate for determining a decision in the matter.
- B. If a teacher does not file a grievance in writing with the principal or other designated Board representative within thirty (30) days after the occurrence, then the grievance shall be considered as waived.

C. Level 1.

If a teacher believes there is a basis for a grievance, he may invoke formal grievance procedure on the form provided, signed by the grievant and the association representative. One copy of the grievance form shall be delivered to the Board representative and one copy filed with the Association and should specify:

1. The nature of the grievance.
2. The nature and extent of the injury, loss or inconvenience.
3. The results of previous discussions.
4. His dissatisfaction with decisions previously rendered.

Within five (5) days of receipt of the written grievance the Board representative shall meet with the grievant and the Association representative and shall render his disposition in writing to the teacher and the Association within five (5) days of such meeting.

D. Level 2.

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days, the grievance shall be transmitted to the Assistant Superintendent. Within five (5) days of the receipt of the grievance, the Assistant Superintendent shall meet with the grievant and Association representative and shall indicate his disposition of the grievance in writing to the teacher and the Association within five (5) days of such meeting.

E. Level 3.

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required five (5) days, the grievance shall be transmitted to the Superintendent. Within five (5) days of the receipt of the grievance, the Superintendent shall meet with the grievant and Association representative and shall indicate his disposition of the grievance in writing to the teacher and the Association within five (5) days of such meeting.

F. Level 4.

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required five (5) days, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board. Disposition of the grievance in writing shall be made within ten (10) days of such appropriate action. Copies of such disposition shall be furnished the teacher and the Association.

G. Level 5.

If the Board of Education, the aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed to binding arbitration. Such appeal shall be in writing and shall be delivered within a ten (10) day period, and if not so delivered, the grievance shall be abandoned.

Board of Education

A. A grievance is a complaint by a Board of Education representative that the Association and/or teacher(s) have violated any article and/or section of the collective agreement. A grievance shall be submitted at the lowest level of jurisdiction for determining a decision on the matter.

B. If a Board representative does not file a grievance in writing with the Association representative within thirty (30) days after the occurrence, then the grievance shall be considered as waived.

C. Level I.

If a Board representative believes there is a basis for a grievance, he may invoke formal grievance procedure on the form provided, signed by the grievant. One copy of the grievance form shall be delivered to the Association building representative and one copy filed with the Board of Education and should specify:

1. The nature of the grievance.
2. The article and/or section of the collective agreement violated.
3. The results of previous discussions.
4. His dissatisfaction with results previously rendered.

Within five (5) days of receipt of the written grievance the Association building representative shall meet with the grievant and shall render his disposition in writing to the grievant and the Board of Education within five (5) days of such meeting.

D. Level 2.

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days, the grievance shall be transmitted to the Executive Vice President of the Association. Within five (5) days of the receipt of the grievance, the Executive Vice President of the Association shall meet with the grievant and shall indicate his disposition of the grievance in writing to the grievant and the Board of Education within five (5) days of such meeting.

E. Level 3.

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required five (5) days the grievance shall be transmitted to the President of the Association. Within five (5) days of the receipt of the grievance, the President of the Association shall meet with the grievant and shall indicate his disposition of the grievance in writing to the grievant and the Board of Education within five (5) days of such meeting.

F. Level 4.

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required five (5) days, the grievance shall be transmitted to the Executive Committee of the Association by filing a written copy with the Secretary. Disposition of the grievance in writing shall be made within ten (10) days of such appropriate action. Copies of such disposition shall be furnished the grievant and the Board of Education.

G. Level 5.

If the Executive Committee of the Association, the grievant and the Board of Education shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and/or section of this agreement, it may within ten (10) days after the decision of the Executive Committee of the Association be appealed to binding arbitration. Such appeal shall be in writing and shall be delivered within a ten (10) day period, and if not so delivered, the grievance shall be abandoned.

The following procedure will be used to secure the services of an arbitrator:

1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Either party may institute the request.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine, within ten (10) school days the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
4. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision

shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted and shall be binding on both parties.

5. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

I. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of services of or failure to re-employ any non-tenure teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act.

J. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties.

K. The costs of the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

L. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of professional compensation lost, except as in I. above.

M. Any individual employee at any time may present grievances to his employer and have the grievances adjusted without intervention of the bargaining representatives if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect.

#### ARTICLE IV

##### TEACHING HOURS AND TEACHING LOAD

- A. 1. The weekly teaching load in the senior high school shall be approximately forty-five (45) teaching segments and shall not exceed fifty-five (55) segments of pupil contact per week. The remaining five (5) segments shall be utilized by mutual agreement according to present practice. Segments shall be approximately twenty-five minutes in duration. The Cosmetology instructor shall teach six (6) hours per day.



2. The weekly teaching load in the junior high school shall be approximately twenty-five (25) teaching periods and shall not exceed thirty (30) periods of pupil contact per week. Periods shall not exceed fifty (50) minutes in duration.

3. Cooperative education teacher/coordinators shall be assigned four (4) segments per day in addition to their duties in supervising students on the job and a two (2) segment related class.

4. The daily teaching load in the elementary schools shall not exceed five and one-half (5½) hours of pupil contact.

5. The junior and senior high teachers' day shall be seven (7) hours in duration.

6. The elementary school teachers' day shall be seven (7) hours in duration. Elementary teachers shall be assigned to noon-time supervision for one-half hour (½) in accordance with current practices and rotation. Elementary teachers who are not assigned to noon-time supervision on given days shall be granted a preparation-conference period of one-half (½) hour.

7. All teachers of special education plus specialists in the elementary schools shall work the same length of day as the teachers in the schools to which they are assigned.

8. The regular homeroom period shall not be counted as or towards a segment or period in the secondary schools.

B. The teachers shall have a daily duty-free lunch period of at least the following lengths:

1. Elementary School - 30 minutes
2. Junior High School - 30 minutes
3. Senior High School - 30 minutes
4. Other - 30 minutes

Employment of noon-time aides shall be made in each elementary school to assure duty-free lunch periods. The number of aides shall be based upon school enrollment, exclusive of kindergarten.

C. Extra-curricular activities after school shall be considered as part of a teacher's professional obligation. (i.e. Chaperoning, Ski club, Spanish Club, concerts, etc.)

D. Any teacher having the maximum amount of pupil contact as provided in Section A, parts 1 and 2 of this article shall not be required to sponsor an extra-curricular activity. Lunch duty, bus duty, hall duty shall be considered pupil contact periods.

- E. Teacher participation in extra-curricular activities in certain areas shall be compensated according to the rate of pay in Schedule B.
- F. Parent-teacher conferences and teacher meetings shall be part of all teachers' professional obligations and shall not be limited by Section A. parts 5 and 6 above.

## ARTICLE V

### CLASS SIZE

- A. A guide to class size shall be determined by the Board with the advice of the Superintendent and the professional staff in accordance with sound educational practice.
- B. The Board shall make every effort, consistent with sound educational practice, to distribute any additional student enrollment above 1972-1973 levels equitably among available teaching staff in each building and at each grade/subject level, and to avoid placing undue burden upon specialists, counselors, and departments.
- C. Staff members with questions on class size should discuss them with their principals. If a satisfactory answer is not forthcoming, said staff members may invoke the grievance procedure as set forth in Article III, Level No. 1.

## ARTICLE VI

### TEACHER EMPLOYMENT

- A. Normal increments as indicated on the salary schedule shall be granted each year if approved by the Superintendent. The Superintendent shall determine whether any or all teachers shall be placed on a step/or steps of the salary schedule.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15. These contracts shall be returnable no later than May 30.
- C. Any tenure teacher may terminate his employment with the Board of Education by presenting sixty (60) calendar days notice in writing.
- D. Any non-tenure teacher's employment may be terminated by either party giving to the other sixty (60) calendar days notice in writing.

## ARTICLE VII

### PROMOTIONS

The Board shall make all appointments to positions in the Parsippany-Troy Hills Township Schools on the basis of merit only. To implement the desire of the Board to appoint on the basis of merit only, all those who have responsibility for staffing the schools should search diligently within and outside the system for qualified candidates to fill staff positions. Flexibility is permitted when a vacancy occurs during the summer months or because of unusual circumstances.

## ARTICLE VIII

### TEACHER EVALUATION

- A. The Board and the Association agree that the approved observation/evaluation and criteria forms contained herein are the only forms to be used in the formal observation/evaluation of teachers.
- B. Informal and formal observations are to be made periodically by immediate supervisor, building principals, assistant principals and/or area chairman, where applicable.
1. Formal observations shall be at least approximately twenty (20) minutes in duration.
  2. Informal and formal observations shall take place at reasonable intervals prior to the preparation of an evaluation.
  3. Observations shall not be in a teacher's central office personnel file.
- C. Non-tenure teachers will be evaluated at least two (2) times during each year and tenure teachers will be evaluated at least once during each year.
1. The official evaluation form shall be completed by the building principal or assistant principal and if necessary by a member of Central Office Administration.
  2. Within ten (10) school days of a formal observation/evaluation a copy of same shall be given to the teacher and a conference held with the administration. If in the view of the teacher one is necessary.
  3. A copy of the signed official evaluation and the teacher's additional comments shall be placed in the teacher's central office personnel file.
  4. A teacher may also confer with the Assistant Superintendent or Superintendent regarding his evaluation.
- D. Derogatory notations should only be a part of a teacher's file if he is aware of them and has a chance to write his reactions. Exceptions to this would be references from other employers.

- E. A teacher may request that any letters and/or other information be included in his central office file, with the knowledge and approval of the building principal and assistant superintendent (Personnel).
- F. Evaluation Form and Criteria to be used for the 1975-1976 and 1976-1977 school years are as attached - Appendix I & II.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
  - 1. Teachers may individually elect to have a given amount of their monthly salary deducted from their pay. These funds shall be deposited in the Tri-County Federal Credit Union in their name and may be withdrawn at their discretion. This amount may not be varied within the contract year.
  - 2. When a pay day falls on or during a school holiday, vacation or weekend teachers shall receive their pay checks on the last previous working day.
  - 3. Teachers shall receive their final checks on the last working day in June upon completion of all professional obligations.

ARTICLE X

TEACHER ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each school building which shall meet with the principal monthly by mutual agreement for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one (1) member for every twenty (20) teachers in the school building but shall in no event have less than two (2) members.
- B. The Association's Executive Committee shall meet with the Superintendent periodically during the school year to review and discuss current school problems and practices.

ARTICLE XI

SICK LEAVE

- A. As of September 1, 1975 and September 1, 1976, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school years 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. An additional day of sick leave will be given for each additional month employed in the contract year. Only ten (10) days are accumulative.

B. Non-accumulative additional sick leave benefits shall be allowed to teachers according to the following schedule:

1. The Board may grant upon recommendation of the Superintendent additional sick leave up to thirty (30) days at half pay to employees who are subjected to long absence from work due to severe illness.

C. After all sick leave has been exhausted, a teacher shall upon the recommendation of the Superintendent be entitled to receive the difference in salary between the substitute's pay and the standard rate of the teacher (1/200th of yearly contract per day) for a period of time as recommended by the Superintendent.

## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1975-1976 and 1976-1977 school years, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). These days shall be granted without the requirement of a stated reason other than personal.

2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of principal.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

4. Up to five (5) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. A maximum of five (5) additional days may be granted at half pay. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the Parsippany-Troy Hills School District, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Other leaves of absence with pay may be granted by the Board for good reason.

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

### ARTICLE XIII

#### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers shall upon request and approval of the Superintendent, be granted a leave of absence without pay for one year for the purpose of engaging in activities of the Association or its affiliates.

- B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.

- C. A teacher on tenure shall be granted a leave of absence subject to the approval of the Superintendent, without pay for up to one (1) year to teach in an accredited college or university.

- D. 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 induction or initial enlistment or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones. However, except as provided by law, such teacher or such spouse shall not be permitted to terminate such leave of absence until the August 31st following such leave unless otherwise directed by the Superintendent and the Board.

- E. 1. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave may be granted. The leave shall become effective on the date requested by the teacher provided her personal physician certifies that she is medically able to continue employment. Said leave shall extend for one year from the effective date and thereafter until August 31st next following. In cases of stillbirth the teacher may request to return to her position at an earlier date with the approval of the Superintendent and the Board of Education, providing a vacancy exists.

2. Any teacher adopting a child under school age may receive a similar leave which shall commence upon his/her receiving de facto custody of said infant, 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 Parsippany-Troy Hills School District in the area of her certification or competence.

- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- H. All extensions or renewals of leaves shall be applied for in writing and the disposition shall be in writing.

ARTICLE XIV

SABBATICAL LEAVE

Any teacher who has completed seven (7) or more years of continuous full-time service in the Parsippany-Troy Hills Schools may, upon recommendation of the Superintendent, be granted a leave of absence by the Board for one full year for study. After each subsequent period of seven (7) or more years of such service, a further leave for study may be granted.

Application for such leave shall be made prior to December 1st previous to the school year for which such absence is requested. Such application shall be made upon a regular form furnished by the Board and shall indicate a program, approved by the Superintendent and the Board, to be followed by the teacher during the period of leave.

Applicants shall agree to abide by all conditions determined upon by the Board to govern such leaves of absence.

As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Parsippany-Troy Hills Public Schools for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay the Board the full salary received while on leave.

The salary granted to a teacher on such leave shall be one-half (½) of the salary to which he or she would be entitled if not on leave. From such half-salary shall be deducted monthly the regular deductions for the Teachers' Pension Fund and other deductions authorized by the teacher. Salary payments shall be made monthly in accordance with the schedule for payment of salaries in the school system.

Not more than two percent (2%) of the total staff shall be granted sabbatical leave for the same year. In granting such leaves of absence due consideration shall be given to seniority, the reasonable and equitable distribution of the applicants among the different schools and the possible benefits to the total school system.

If more than two percent (2%) of the staff shall apply for leave, selection shall be made on basis of benefits to the school system. At all times the needs of the school system as a whole shall be paramount. The Superintendent shall make recommendations regarding this matter.

Teachers on such leave may not associate for compensation with any person, persons, or organization during the school year, unless the Board approves such association as beneficial to this school system and only then upon the condition prescribed by the Board.

Any grant, fellowship or scholarship which does not entail teaching a regularly scheduled class shall not diminish the salary received while on leave. Teachers on such leave shall make such regular written reports to the Superintendent as he may require. Teachers on such leave will be considered as in the employ of the Board and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustments.

Such leave of absence shall be without prejudice to the teacher's tenure rights.

## ARTICLE XV

### INSURANCE PROTECTION

- A. As of the beginning of the 1975-1976 and 1976-1977 school years, the Board after agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. Teachers terminating employment may continue coverage for ninety (90) days after said termination at their own expense.
  2. The Board shall continue all health-care programs presently in effect.
  3. The Board shall maintain the contracted health-care program as established in the 1970-1971 contract.

## ARTICLE XVI

### EXTRA RESPONSIBILITY COMPENSATIONS

- A. Stipends for Extra Services  
All of the following shall work a teacher's calendar year. Those coordinators who carry major extra responsibilities receive stipends for services they



perform. Some are employed during the summer because of the nature of their duties. This employment shall be determined annually by the Superintendent. Those employed shall be notified by April 1st. Anyone who is employed to work an additional month (22 days) receives 1/10 of his basic teachers pay as compensation for services rendered.

1. Coordinators

- a. Guidance - Proper place on the teachers' salary guide plus a stipend of \$500 for the first two (2) years and \$700 after two (2) years of successful experience. He shall work one (1) month in the summer at .10 of his base salary.
- b. Athletic - Proper place on the teachers' salary guide plus a stipend of \$500 for the first two (2) years and \$700 after two (2) years of successful experience. He shall work one week prior to opening of school at 1/40 of base salary.
- c. Student Activities - Proper place on the teachers' salary guide plus a stipend of \$500 for the first two (2) years and \$700 after two (2) years of successful experience.

2. Area Chairmen

- a. Senior High School  
Area Chairmen will be on their proper place of the teachers' salary guide and receive a stipend for the extra duties they perform as follows:  
\$700 for the first two (2) years and \$800 after two (2) years.
- b. Junior High School  
Area Chairmen will be on their proper place of the teachers' salary guide and receive a stipend for the extra duties they perform as follows:  
\$600 for the first two (2) years and \$700 after two (2) years.

- c. Each Area Chairman will be granted released time for supervisory functions at the discretion of the principal with the approval of the Superintendent.

3. Elementary Teaching Assistants

Teaching Assistants are employed to assist the Principal. He receives an annual stipend for his extra responsibilities. The stipends are \$500 during the first two (2) years of service and \$700 after two (2) years of successful experience, except for teaching assistants of schools of less than seventeen (17) rooms who shall receive a stipend of \$300.

4. Psychologists

The psychologists receive a ratio salary of 1.1% x their proper place on the teachers' salary guide. They work two (2) weeks beyond the school calendar.

- B. Refer to Schedule B.

## ARTICLE XVII

### TEACHER WORK YEAR

- A. The school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-four (184) days.
- B. The school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
- C. Teachers new to the system shall be required to attend no more than three (3) additional orientation days.
- D. The 1973-1974 Calendar is attached for information as Appendix III.
- E. The 1974-1975 Calendar is attached for information as Appendix IV. (when formulated)

## ARTICLE XVIII

### CENTRAL CURRICULUM PLANNING COMMITTEE

- A. These are alert committees. Their primary function is to be aware of and to make regular reports on the current status of curriculum within the school system, to recommend new approaches, and in-depth action committees. All recommendations come before the monthly meeting for consideration. Those recommendations acted on favorably are transmitted through appropriate channels to the Superintendent who in turn makes recommendations to the Board of Education

The individuals on the various committees are volunteers representing the K-12 range of responsibilities. They have elected their own chairman, who then became a member of the Steering Committee.

Meetings are held monthly.

- B. The Association shall have an official representative on curriculum committees.

## ARTICLE XIX

### SPECIALISTS

- A. The Board agrees to maintain the number of elementary specialists employed as of the 1972-73 school year.

## ARTICLE XX

### PROFESSIONAL DEVELOPMENT

- A. The Board agrees to offer four (4) courses per semester with at least (1) one course a college credit course. The same course may be offered in the second semester.
- B. The employee shall pay a fee of \$15.00 plus the cost of materials for a non-college credit course. The Board shall pay fifty per cent (50%) of the tuition cost only of college credit courses offered by the Board.
- C. Approximately twenty (20) employees must sign-up for a course before it will be offered. A maximum of thirty (30) employees shall be permitted to take or attend a given class. Enrollment shall be on the first to sign-up basis.
- D. The Assistant Superintendent for Curriculum and Instruction shall decide which course will be offered after a survey of the staff and consultation with the Association.
- E. In accordance with the existing rules for application of the salary guide, courses offered in connection with this article shall carry credit for guide purposes.

## ARTICLE XXI

### NON-PROFESSIONAL DUTIES

- A. Hall duty at the senior high school shall be on a voluntary basis. Teachers who volunteer for hall duty shall receive credit for a duty assignment. Hall duty referred to above is exclusive of and does not include a teacher's normal responsibility for the area around their respective classroom doors.

- B. Teachers shall not be required to collect money for student pictures.
- C.
  - 1. Kindergarten teachers shall be required to fully supervise the busing of their students from the time of their arrival to their departure as current practice. However, kindergarten teachers shall not be required to perform noon-time duties.
  - 2. All other elementary school teachers shall be responsible in the morning for their students starting at the bus line. At the close of the school day all elementary school teachers, other than kindergarten, shall be responsible to supervise their students to the bus line.
  - 3. The existing practices with respect to bus supervision at the junior high schools shall remain in effect.
  - 4. The bus supervision responsibilities of teachers at the senior high schools shall begin at the entrance to the building on the arrival of students and shall end at the exit of the building on the students departure.

## ARTICLE XXII

### BOARD RIGHTS

- A. The Association recognizes that the Board may not delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- B. The Board recognizes that the Association may not delegate authority and responsibility which by law are imposed upon and lodged with the Association.
- C. The exercise of powers, rights, authority, duties and responsibility by the Board and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution of the United States.

## ARTICLE XXIII

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall be permitted to use school mail facilities and school mail boxes as it deems necessary with the approval of building principals or other members of the administration.

- B. The Association shall be charged for all school materials and supplies that it uses and shall provide its own secretarial help.
- C. The Association shall be permitted to use the school facilities at appropriate times and with permission of the building principal.

#### ARTICLE XXIV

##### RETENTION OF FORCE

- A. During the term of this contract there shall be no reduction in force (layoff) of teachers except for good cause.
- B. If a reduction in force is being considered the Board shall notify and consult with the Association as soon as practical but not less than ninety (90) days before the layoff is to take place.
- C. Any reduction in force shall be carried out according to the following standards:
  - 1. No tenured teachers will be laid off before non-tenured teachers.
  - 2. Length of service in the district shall dictate the order of layoff for elementary teachers.
  - 3. Length of service in a department district-wide shall dictate the order of layoff for secondary teachers. A teacher with less service in a present department but more service in a previous department may revert to the previous department carrying all seniority credit in the system.
  - 4. In the case of teachers with identical seniority the level of certification shall be the standard. Those with less than standard certification shall be considered for layoff before anyone with standard certification.
  - 5. In the case of identical certification the accumulation of credits toward standard certification shall be the standard.
  - 6. In the case of all of the above factors being equal teachers will be considered on the basis of their evaluation ratings with the least satisfactory to be released from service first.
- D.
  - 1. Teachers on layoff shall be considered as awaiting recall.
  - 2. Teachers on layoff shall be recalled in reverse order of layoff when vacancies occur.

3. While teachers are on layoff there will be no new hires for unit positions unless:
    - a. No teacher on layoff is certified to fill the vacant position.
    - b. All certificated teachers on layoff decline the offer to fill the vacancy.
    - c. No teacher on layoff requests the vacant position within thirty (30) days from the time of the notice of its availability.
  4. All teachers on layoff and the Association shall receive written notice of the deadline time for them to exercise recall rights at least sixty (60) days before such deadline.
  5. Teachers on layoff shall retain recall rights for at least three years.
- E. A list establishing the order of recall according to the above standards shall be drawn by agreement between the Board and the Association.

## ARTICLE XXV

### MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be 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. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective 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.
- C. 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.
- D. 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.

- E. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.
- F. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily however, with the advance approval of his principal or immediate supervisor. The teachers shall be compensated at the rate of fifteen cents (15¢) per mile for the use of his own automobile.
- G. In the event that the Board decides to implement any type of extended school year, the Board and the Association shall negotiate appropriate compensation for additional time employed over the existing work year.
- H. In the event that the Board decides to implement the "middle school" concept during the term of this agreement, only those sections determined by the Board and the Association to be affected shall be re-opened for negotiations.
- I. In the event the Parsippany Board of Education is placed in a position of not being able to meet its financial obligations through the implementation of Bill S 1516, the PTHEA will agree to explore with the Board avenues in which said Board of Education and the PTHEA might make adjustments to meet those obligations.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1977 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.
- B. 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 hereon, all on the day and year first above written.

BOARD OF EDUCATION OF  
PARSIPPANY-TROY HILLS

PARSIPPANY-TROY HILLS  
EDUCATION ASSOCIATION

David J. Dwyer, Jr.  
President

Charles F. Kugelmeyer  
President

Joseph R. Windish  
Secretary

Sylvia Campbell  
Secretary



SCHEDULE A

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS

TEACHERS-NURSES SALARY GUIDE

1975-1976

<u>Step</u>	<u>Non Degree</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>B.A.+45 Inc. M.A.</u>	<u>B.A.+60 Inc. M.A.</u>
1	9,169	9,714	10,260	10,805	11,351	11,896
2	9,496	10,041	10,587	11,132	11,678	12,223
3	9,823	10,369	10,914	11,460	12,005	12,551
4	10,151	10,696	11,242	11,787	12,333	12,878
5	10,532	11,078	11,623	12,169	12,714	13,260
6	10,914	11,460	12,005	12,551	13,096	13,642
7	11,351	11,896	12,442	12,987	13,533	14,078
8	11,787	12,333	12,878	13,424	13,969	14,515
9	12,333	12,878	13,424	13,969	14,515	15,060
10	12,878	13,424	13,969	14,515	15,060	15,606
11	13,533	14,078	14,624	15,169	15,715	16,260
12	14,296	14,842	15,387	15,933	16,478	17,024
13	15,087	15,633	16,178	16,724	17,269	17,815
14				17,542	18,088	18,633

1976-1977

<u>Step</u>	<u>Non Degree</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>B.A.+45 Inc. M.A.</u>	<u>B.A.+60 Inc. M.A.</u>
1	10,043	10,588	11,134	11,679	12,225	12,770
2	10,370	10,915	11,461	12,006	12,552	13,097
3	10,697	11,243	11,788	12,334	12,879	13,425
4	11,025	11,570	12,116	12,661	13,207	13,752
5	11,406	11,952	12,497	13,043	13,588	14,134
6	11,788	12,334	12,879	13,425	13,970	14,516
7	12,225	12,770	13,316	13,861	14,407	14,952
8	12,661	13,207	13,752	14,298	14,843	15,389
9	13,207	13,752	14,298	14,843	15,389	15,934
10	13,752	14,298	14,843	15,389	15,934	16,480
11	14,407	14,952	15,498	16,043	16,589	17,134
12	15,170	15,716	16,261	16,807	17,352	17,898
13	16,087	16,633	17,178	17,598	18,143	18,689
14				18,516	19,062	19,607

SCHEDULE A

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS

TEACHERS-NURSES SALARY GUIDE

1975-1976

PROVISIONS

1. Up to twelve (12) years of experience credit may be allowed for new teachers and nurses employed by our system. Up to but not exceeding three (3) years will be allowed for service in the armed forces.
2. Nurses are allowed up to five (5) years credit for hospital experience.
3. Normal increments as indicated will be granted each year if approved by the Superintendent.
4. A teacher or nurse may advance to the next higher training level on this guide upon presentation to the Superintendent of the necessary degree and/or proof of course credits. Such proof must be presented by October 1 to be effective for that school year.  
  
Fifteen approved\* credits beyond the B.A. degree are required to advance to the B.A.+15 level.  
Thirty approved\* credits beyond the B.A. degree are required to advance to the 5 yr. level.  
Forty-five approved\* credits beyond the B.A. including a Master's degree are required to advance to the B.A.+45 level.  
Sixty approved\* credits beyond the B.A. including a Master's degree are required to advance to the 6 yr. level.
5. Individuals having an earned Doctorate degree shall receive an additional \$600 beyond their appropriate salary at the 6yr. level.
6. A \$200 stipend will be paid to teachers of special education classes.
7. Longevity
  - A. After thirteen (13) years of teaching credit, a teacher shall receive an additional \$100 on the B.A. training level.
  - B. After thirteen (13) years of teaching credit, a teacher shall receive an additional \$150 on the B.A.+15 training level.
  - C. After fourteen (14) years of teaching credit, a teacher shall receive an additional \$150 on the B.A.+30 training level.
  - D. After fourteen (14) years of teaching credit, a teacher shall receive an additional \$250 on the B.A. +45 training level.
  - E. After fourteen (14) years of teaching credit, a teacher shall receive an additional \$400 on the B.A.+60 training level.

Schedule A (cont'd)

F. After twenty (20) years teaching credit in Parsippany-Troy Hills, a teacher shall receive an additional \$500 at the beginning of his twenty-first (21) year on all levels of the guides.

G. Longevity is cumulative in that a teacher if he qualifies, according to the above criteria, is eligible to receive a total of \$900 at the beginning of his twenty-first (21) year in the Parsippany-Troy Hills School District.

8. Retirement Allowance

A. Any teacher having been employed by the Board of Education for fifteen (15) or more years shall be eligible for a retirement allowance provided he submits written certification of retirement to the Superintendent of Schools on the appropriate forms as attached Appendix IV prior to January 1 of the school year next preceding the school year in which retirement is to be effective.

B. Approval of such retirement shall be made by the Board of Education at its regular public meeting next following January 1 and shall be binding upon the teacher with the Board of Education save harmless to continue employment beyond the designated effective date of retirement. (Nothing in this provision shall prohibit the Board of Education from approving an earlier effective date of retirement upon request of the teacher providing it is in the school year next following the school year in which certification of intent to retire is made as designated in "A" above.)

C. The retirement allowance shall be computed at the rate of one (1) day's pay for every four days of accumulated sick leave credited to the teacher at the time of written certification to the Superintendent of Schools of intent to retire.

D. The daily rate of pay for computation of the retirement allowance shall be based on 1/200 of the annual salary being received at the time of written certification to the Superintendent of Schools of intent to retire.

E. If the teacher uses any of the accumulated sick leave designated in "C" above during the next to last and/or final school years of employment his/her retirement allowance shall be pro-rated accordingly.

F. The ten (10) days sick leave to which the employee is entitled during the final school year of employment shall not be credited in computing the retirement allowance and shall be used first in charging sick leave during the final school year of employment.

\*Approved by the Superintendent

## SCHEDULE B

Two association representatives and two Board of Education representatives shall make recommendations regarding stipends in this schedule.

The following assignments shall be compensated as stated:

### SENIOR HIGH

Newspaper Advisor	\$ 250.
Yearbook Sponsor	300.
Yearbook Business	300.
Forensics	500.
Asst. Forensics (1 each Sr. H.S.)	150.
Stagecraft	250.
Marching Band	500.
Baton Twirlers	100.
Flag Twirlers	100.
Dramatics	250.
Class Advisors	100.
Literary Magazine	150.
Color Guard	100.

### JUNIOR HIGH

Newspaper	100.
Yearbook	100.
Dramatics (1 Major Prod. per yr.)	150.
Stagecraft	100.
Student Activities	250.

### COACHING

The following ratios shall be applied to the thirteenth (13) step on the basic salary guide; for the first and second year of experience on the four year training level; for the third and fourth year on the five year training level and from the fifth year on the sixth year training level.

### SENIOR HIGH

Head Football	.11
First Assistant	.066
Other Assistants	.057
Head Soccer	.070
Assistant Soccer	.051
Cross Country	.042
Head Basketball	.077
Assistant Basketball	.051
Head Wrestling	.077
Assistant Wrestling	.051
Fencing	.036
Riflery	.036
Head Baseball	.077
Assistant Baseball	.051

Schedule B (cont'd)

Head Track	.077
Assistant Track	.051
Golf	.033
Tennis	.033
G. A. A.	.014 per sport
Cheerleaders	.025
Trainer-Equipment Manager	.060
Sr. High - Indoor Track	.030
<b>JUNIOR HIGH</b>	
Soccer	.042
Basketball	.042
Baseball	.042
Wrestling	.042
Cross Country	.042
G. A. A.	\$150 per sport
Coordinator of Athletics	\$300

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS  
TEACHER CRITERIA OBSERVATION-EVALUATION GUIDELINES

APPENDIX I

- I. Preparation
  - a. Has knowledge of subject matter
  - b. Uses resource materials in developing plans
  - c. Provides for practical application and correlation with pupil interests
  - d. Shows evidence of both short and long range planning
  - e. Identifies aims and objectives
  
- II. Presentation
  - a. Motivates student interest and participation
  - b. Explains materials clearly
  - c. Provides for individual differences
  - d. Makes definite assignments
  - e. Diagnoses, prescribes, and evaluates pupil progress
  - f. Uses varied teaching techniques
  - g. Provides opportunity for critical thinking
  - h. Uses A.V.A. material to aid learning
  - i. Provides for good skill development
  - j. Shows respect for pupils as individuals
  - k. Exhibits fairness in dealing with students
  
- III. Class Management
  - a. Cares for equipment and material
  - b. Exhibits interest in physical condition of room
  - c. Gives attention to routine details
  - d. Uses bulletin boards effectively
  - e. Maintains class control (appropriate to level and activity)
  
- IV. Personal Characteristics
  - a. Is appropriate in appearance
  - b. Speaks and writes correctly and clearly
  - c. Displays vitality and energy
  - d. Is prompt
  - e. Exercises good judgment
  - f. Is open-minded
  
- V. Professional Attributes
  - a. Supports and implements school policy
  - b. Relates well with staff members
  - c. Observes professional ethics with students
  - d. Carries out assigned duties accurately and promptly
  - e. Responds positively to suggestions
  - f. Deals frankly but sympathetically with parents. Carefully plans report cards and conferences. Shows evidences of cooperative, friendly reactions from homes of pupils.

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS  
TEACHER OBSERVATION - EVALUATION FORM

APPENDIX II

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_ Time: \_\_\_\_\_

Type of Activity or Subject: \_\_\_\_\_

---

I. Preparation-Instructional

II. Presentation

III. Class Management

IV. Personal Characteristics

V. Professional Attributes

---

Principal's Supplementary Comments: (optional)

Teacher's Comments: (optional)

Principal's Signature \_\_\_\_\_

I have received a copy and have had an opportunity to discuss this observation- evaluation.  
(Underline one)

Teacher's Signature \_\_\_\_\_

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS

SCHOOL CALENDAR - 1975-1976

APPENDIX III

			<u>Teachers</u>	<u>Students</u>
Sept. 2/3	Tuesday/Wednesday	Teacher Orientation	20	18
4	Thursday	Schools Open		
15	Monday	Yom Kippur (Schools Closed)		
Oct. 13	Monday	Columbus Day (Schools Closed)	22	22
Nov. 11	Tuesday	Veterans Day (Schools Closed)	15	15
13/14	Thursday/Friday	N.J.E.A. Convention (Schools Closed)	18	18
27/28	Thursday/Friday	Thanksgiving Recess		
Dec. 23	Tuesday	Last Day of Attendance	17	17
24 - Jan. 2	Wednesday-Friday	Holiday Recess		
Jan. 5	Monday	School Reopen	20	20
Feb. 16/17	Monday/Tuesday	Mid-Winter Recess	18	18
March	-----	-----	23	23
April 16	Friday	Good Friday (Schools Closed)	16	16
19/23	Monday-Friday	Spring Recess		
May 31	Monday	Memorial Day (Schools Closed)	20	20
			<u>171</u>	<u>169</u>
To be scheduled		Curriculum Days	2	
June 17	Thursday	Last day for students and teachers	11*	11*
			<u>184</u>	<u>180</u>

\*The last three days in June will be one session days.  
Snow days will be made up beginning Friday, June 18.



APPENDIX IV

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS  
CERTIFICATION OF RETIREMENT

1. I, \_\_\_\_\_, having been employed fifteen (15) or more years by the Parsippany-Troy Hills Board of Education, do hereby certify that I shall retire from service effective \_\_\_\_\_ .  
(Name) (Date)
2. According to the salary provisions of the \_\_\_\_\_ Parsippany-Troy Hills Board of Education-Parsippany-Troy Hills Education Agreement dated \_\_\_\_\_, under Chapter 303, Public Laws 1968, I hereby apply for the retirement allowance designated therein to be included in my final contractual salary payable in equal monthly installments during the period \_\_\_\_\_ .  
(Final school year of Employment)
3. I further certify that as of the effective date of retirement designated in No. 1 above, the Parsippany-Troy Hills Board of Education is hereby save harmless from continuing my employment as a teacher.
4. In the event approval is granted for an earlier effective date of retirement during the period designated in No. 2 above the period of final school year of employment, the equal monthly retirement allowance installments shall continue until the total approved retirement allowance has been paid.
5. I further agree that the retirement allowance granted shall be reduced accordingly by any amount of the accumulated sick leave used during the next to last and/or final school years of employment.

Date of Submission \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

Approval By Board of Education \_\_\_\_\_  
Signature Title  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Preliminary Certification of sick leave and retirement allowance

\_\_\_\_ days  
Accumulated sick leave as  
of June 30, \_\_\_\_\_  
School year

\_\_\_\_\_  
Amount of Retirement Allowance

\_\_\_\_\_  
Certified by

\_\_\_\_\_  
Asst. Superintendent (Personnel)

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	
RECOGNITION	1
DEFINITIONS	1
ARTICLE II	
NEGOTIATION PROCEDURES	2
ARTICLE III	
PROFESSIONAL GRIEVANCE PROCEDURES	2
ARTICLE IV	
TEACHING HOURS AND TEACHING LOAD	6
ARTICLE V	
CLASS SIZE	8
ARTICLE VI	
TEACHER EMPLOYMENT	8
ARTICLE VII	
TEACHER EVALUATION	9
ARTICLE IX	
SALARIES	10
ARTICLE X	
TEACHER ADMINISTRATION LIAISON	10
ARTICLE XI	
SICK LEAVE	10
ARTICLE XII	
TEMPORARY LEAVES OF ABSENCE	11
ARTICLE XII	
EXTENDED LEAVES OF ABSENCE	12
ARTICLE XIV	
SABBATICAL LEAVE	13
ARTICLE XV	
INSURANCE PROTECTION	14

ARTICLE XVI		
EXTRA RESPONSIBILITY COMPENSATIONS		14
ARTICLE XVII		
TEACHER WORK YEAR		16
ARTICLE XVIII		
CENTRAL CURRICULUM PLANNING COMMITTEE		16
ARTICLE XIX		
SPECIALISTS		17
ARTICLE XX		
PROFESSIONAL DEVELOPMENT		17
ARTICLE XXI		
NON-PROFESSIONAL DUTIES		17
ARTICLE XXII		
BOARD RIGHTS		18
ARTICLE XXIII		
ASSOCIATION RIGHTS AND PRIVILEGES		18
ARTICLE XXIV		
RETENTION OF FORCE		19
ARTICLE XXV		
MISCELLANEOUS PROVISIONS		20
ARTICLE XXVI		
DURATION OF AGREEMENT		22
SCHEDULE A		
TEACHERS-NURSES SALARY GUIDE		23
SCHEDULE B		
EXTRA RESPONSIBILITY COMPENSATIONS		26
APPENDIX I		
TEACHER CRITERIA OBSERVATION-EVALUATION GUIDELINES		28
APPENDIX II		
TEACHER OBSERVATION-EVALUATION FORM		29
APPENDIX III		
SCHOOL CALENDAR		30
APPENDIX IV		
CERTIFICATION OF RETIREMENT		31

## ADDENDUM

### MEMORANDUM OF UNDERSTANDING - REPRISAL AND MAKE UP DAYS

1. The Board of Education and the Parsippany-Troy Hills Education Association mutually agree that there shall be no reprisals or actions by way of penalty or discipline in any manner imposed by either side upon any school employee and/or members of the Association for action involving the strike or work stoppage prior to October 1, 1975.
2. Six (6) days will be made up within the school calendar, to be designated following a meeting of the Association and the Superintendent.

