

BOARD OF EDUCATION

OF

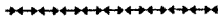
PARSIPPANY-TROY HILLS

Board of Education

AND

PARSIPPANY-TROY HILLS

EDUCATION ASSOCIATION



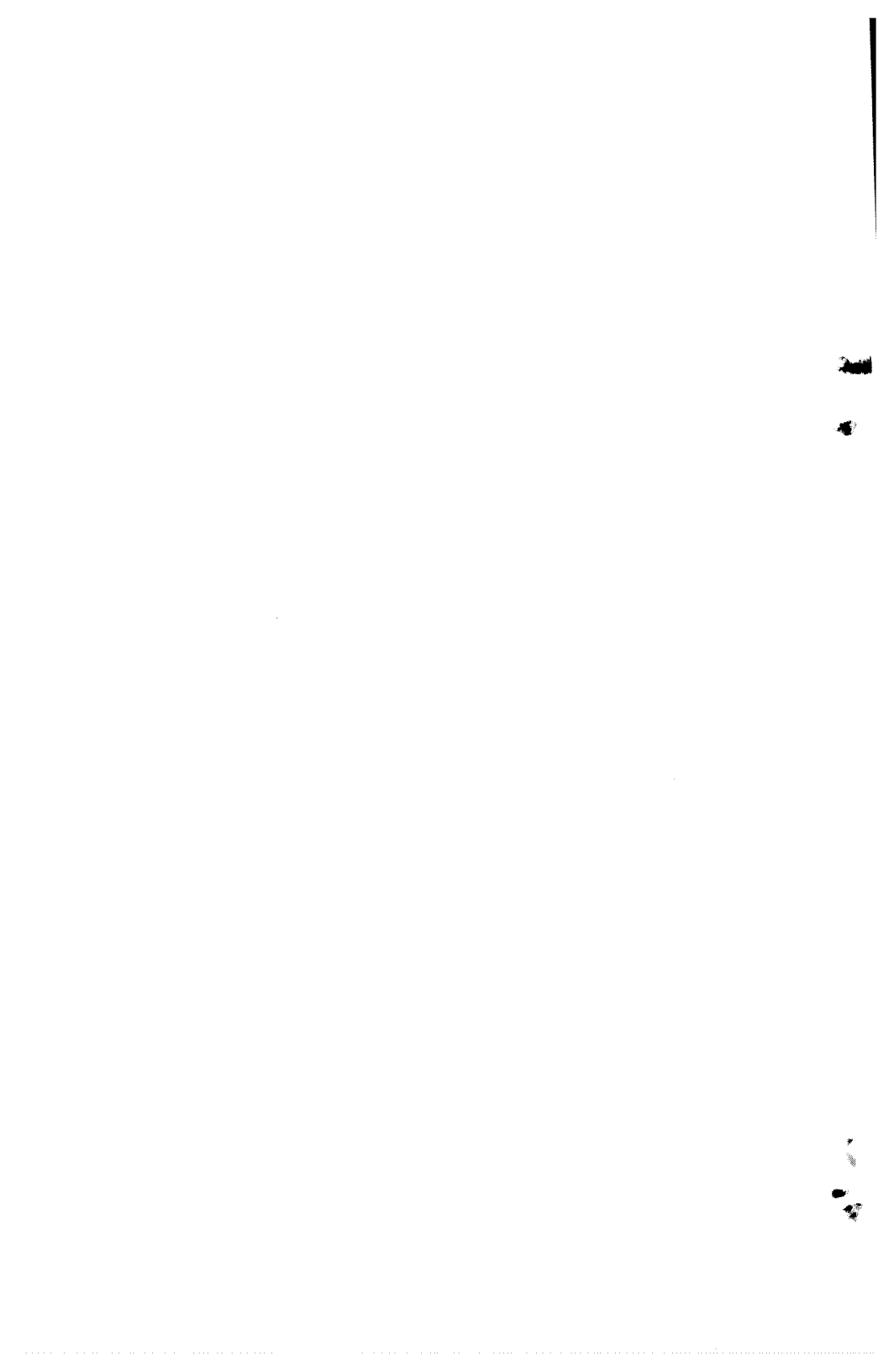
AGREEMENT

1981 - 1983

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PREAMBLE

This agreement entered into this 25th day of June, 1981 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

A. RECOGNITION

That pursuant to Chapter 123, Public Laws 1974, the Board of Education of Parsippany-Troy Hills, New Jersey recognizes the Parsippany-Troy Hills Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment of the persons included in the unit described below:

Teachers	Area Chairpersons
Nurses	Coaches
Coordinators	Librarians/Media Specialists
Social Workers	Psychologists
Learning Disabilities Teacher/Consultants	Guidance Personnel

B. DEFINITIONS

1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined.

2. All noncontract personnel employed on a per diem or hourly basis are specifically excluded from the unit.

3. All personnel employed on a summer work or adult school or summer school basis are specifically excluded from the unit in such capacity.

4. The term "days" shall apply to school days except when specified "calendar days".

## ARTICLE II

### NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and the Rules and Regulations of the N.J. Public Employment Relations Commission, 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 all teachers, be reduced to writing, be signed by the Board and the Association following ratification by the Association and public adoption by the Board.

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 or could have been 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.

### ARTICLE III

#### GRIEVANCE PROCEDURES

##### Teachers

A. All alleged contractual violations concerning terms and conditions of employment shall be subject to the following procedure:

- Level 1 - Immediate Supervisor
- Level 2 - Superintendent
- Level 3 - Board of Education
- Level 4 - Binding Arbitration

Other policy and administrative decisions affecting particular employees shall be subject to the following procedure:

- Level 1 - Immediate Supervisor (informal)
- Level 2 - Immediate Supervisor (formal)
- Level 3 - Superintendent

B. If a teacher does not file a grievance in writing with the principal or other designated Board representative within seventeen (17) days after the occurrence, then the grievance shall be considered as waived. All time limits specified in this procedure may be waived by mutual agreement of the parties.

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.
5. Provisions of this Agreement involved in the grievance.

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 Superintendent. Within fifteen (15) days of the receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing to the teacher and the Association.



The Superintendent may, at his option or at the request of the Association, hold a hearing prior to rendering a decision.

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 fifteen (15) 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 fifteen (15) days of such appropriate action. Copies of such disposition shall be furnished the teacher and the Association. The Board may elect to hold a hearing on the grievance prior to rendering a decision.

F. Level 4.

If the Board of Education 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 the 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 bargaining 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 seventeen (17) days after the occurrence, then the grievance shall be considered as waived.

### C. Level 1.

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.
5. Provisions of this Agreement involved in the grievance.

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 ten (10) 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 ten (10) days the grievance shall be transmitted to the President of the Association. Within ten (10) 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 fifteen (15) 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, 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 the ten (10) day period, and if not so delivered, the grievance shall be abandoned.

H. ARBITRATION PROCEDURES: The following procedures will be used to secure the services of an arbitrator.

1. A 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. The parties shall be bound by the rules and procedures of the American Arbitration Association.

3. The arbitrator's decision shall be in writing and shall be binding on both parties.

4. 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 or of failure to reemploy 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 forum 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.

4. A complaint by a teacher occasioned by the lack of appointment to or lack of retention in any position for which tenure either is not possible or not required.

5. Transfers and/or reassignments.

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. Any individual employee at any time may present grievances to his employer and have the grievances adjusted; however, the Association must be notified and have an opportunity to address the issue prior to a decision being made at any level of the grievance procedure.

M. It is understood by the parties that any grievant shall, during and notwithstanding the pendency of any grievance, continue to follow all assignments and applicable rules, regulations, policies and directives of the Board of Education until such grievance and any effect thereof shall have been duly determined.

ARTICLE IV  
TEACHING HOURS AND TEACHING LOAD

A. 1. The weekly teaching load at the Senior High School shall be twenty-five (25) periods and shall not exceed thirty (30) periods of pupil contact. In addition, teachers shall be assigned two and a half (2-1/2) periods by mutual agreement, granted five (5) periods per week for planning and conference, two and a half (2-1/2) periods per week for lunch and may be assigned Interest Group and homeroom. Periods shall not exceed forty-four (44) minutes in duration except for that period which includes homeroom and interest group and which shall be sixty (60) minutes in duration.

2. The Cosmetology Instructor shall teach six (6) hours per day.

3. Vocational teachers may be assigned up to thirty (30) teaching periods in the vocational area.

4. Cooperative education teachers/coordinators shall be assigned two (2) teaching periods per day in addition to their duties in supervising students on the job and a one (1) period per day related class or two (2) one period per day related classes in addition to their duties in supervising students on the job.

5. 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.

6. The daily teaching load in the elementary schools shall not exceed five and one-half (5-1/2) hours of pupil contact.

7. The teachers' day shall be seven (7) hours in duration in the elementary, junior and senior high schools.

8. Elementary teachers shall be responsible on a rotation basis for noontime supervision. The daily tour of duty for such supervision shall be no longer than thirty (30) minutes in duration. The rotation schedule for each building shall be established by the Principal in consultation with the Association's Building Representative, and approved by the Superintendent, or his designee, prior to implementation each September. The schedule shall include utilization of all classroom teachers and specialists (excluding nurses and Kindergarten teachers) on an equal basis to determine the number of duty days for teachers in each elementary school. The number of duty days may vary from school to school. Teachers not assigned to noontime supervision on given days shall be entitled to preparation and conference time during the time of supervision. The number of duty stations established in each building for 1979-80 school year shall not be exceeded during the term of this Agreement.

9. An elementary classroom teacher shall be entitled to preparation and conference time during the time that the entire class is being instructed by a specialist in the areas of physical education, vocal music, art and media skills. The classroom teacher(s) may be requested by the principal to remain with the class should a physical education activity require additional supervision to assure student safety, or should classes be combined for activities such as chorus which require additional supervision. Nothing in this Article shall be considered a guarantee of either specific hours or a specific schedule of planning and conference time. Nor shall such time be provided when specialists are absent from the building for any reason.

10. Where a program consideration warrants the Association agrees to consider a specific waiver, for the year, on the maximum teaching load and pupil contact provisions of this Article. The terms of each waiver shall be negotiated between the parties, be committed to writing, and shall not be considered precedent-setting in nature.

11. 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.

12. 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

C. Extracurricular activities after school shall be considered as part of a teacher's professional obligation. (i.e. Chaperoning, Ski Club, Spanish Club, Concerts, etc.)

D. Lunch duty, bus duty, hall duty and study hall supervision shall be considered pupil contact.

E. Teacher participation in extracurricular 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.

#### ARTICLE V

##### TEACHER EMPLOYMENT

A. Increments as indicated on the salary schedule shall be granted in accordance with Board Policy and the Statutes.

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

##### TEACHER EVALUATION

A. 1. Observations and evaluations are to be made in accordance with Statutes and Board Policy.

2. Teaching staff members shall be informed of the identity of their observers/evaluators.

3. Observations shall take place at reasonable intervals prior to the preparation of an evaluation.



4. Teaching staff members shall have the right to respond in writing to observation/evaluation reports presented at the observation/evaluation conference.

5. Observation reports shall not be in a teacher's Central Office personnel file.

B. 1. Nontenured teachers will be evaluated at least two times during each year and tenured teachers will be evaluated at least once during each year.

2. The official evaluation form shall be completed by the building principal or assistant principal and, if necessary, by a member of the Central Office administration.

3. The annual summary conference shall occur at a mutually convenient time for the teacher and the evaluator.

4. Procedures as provided for tenured teachers' observation/evaluation shall be applicable to nontenured teachers to the extent permitted by law.

5. Within ten school days of an observation/evaluation a copy of same shall be given to the teacher and a conference held with the evaluator.

6. A copy of the signed official evaluation and the teacher's additional comments, if any, shall be placed in the teacher's Central Office personnel file.

C. Performance improvement/development plans shall be based on the individual's job description and evaluation.

D. A teacher may also confer with the Assistant Superintendent or Superintendent regarding his/her evaluation.

E. Derogatory notations should be a part of the teacher's file only if he/she is aware of them and has an opportunity to write his/her reactions.

F. A teacher may request any letters and/or information be included in the Central Office file with the knowledge and approval of the building principal and Assistant Superintendent or Superintendent.

G. Every effort should be made to coordinate observations between departments/schools where individuals are shared.

H. Where deficiencies are noted, appropriate time and assistance for remediation shall be given prior to evaluation of those deficiencies.

#### ARTICLE VII

##### SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

A. 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. All transfers of funds to the Tri-County Federal Credit Union shall be transmitted twice a month in accordance with the annual schedule provided in "B".

B. Paychecks shall be distributed twice a month in accordance with the annual schedule distributed by the Board.

C. Teachers shall receive their final checks on the last working day in June upon completion of all professional obligations.

#### ARTICLE VIII

##### TEACHER ADMINISTRATION LIAISON

A. A Liaison Committee, consisting of two (2) to four (4) teachers, shall be elected each year by the faculty of each building to meet and confer with the principal on matters of building concern. The election shall be conducted by the Association Head Building Representative by October 1 of each year.

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 IX

##### SICK LEAVE

A. Teachers shall be entitled to ten (10) days of sick leave each year in accordance with the Statutes. Any teacher employed on longer than a ten-month contract shall receive an additional day of sick leave for each additional month of employment; however, only ten (10) days shall be cumulative.

B. 1. Teachers may be granted up to thirty (30) days of non-accumulative additional sick leave each year at full pay less the cost of a substitute (whether a substitute is employed or not) in cases of prolonged absence due to serious illness.

2. Each case shall be reviewed individually by the Superintendent for recommendation to the Board. The decision of the Board in each case shall be final and not subject to the Grievance Procedure.

3. A day's pay shall be computed at 1/200 of the annual contract salary. The cost of a substitute shall be computed at the daily substitute pay rate in effect at the time of request.

## ARTICLE X

### TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

#### A. PERSONAL BUSINESS

1. Up to two (2) days in any one school year for personal business only where the absence during school hours cannot be avoided without substantial hardship. Personal business shall be limited to legal, business, household or family matters.

2. Application for personal business shall be made to the principal or immediate supervisor at least five (5) days in advance, except in cases of emergencies. The teacher shall state the reason for the absence on the appropriate form. The statement of reasons shall be limited to the words, "legal, business, household or family matters."

3. No absence for personal business shall be permitted on the day(s) preceeding and day(s) following a holiday or school recess except in emergency situations. Such exceptions, wherever practicable, require the prior approval of the Superintendent, or his designee. Said approval shall not be unreasonably withheld.

4. All requests for personal business shall be subject to review and final approval by the Superintendent, or his designee.

B. 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.

C. Time necessary for appearances in any legal proceeding connected with the teacher's employment.

D. Up to five (5) days in any one school year in the event of a death in the teacher's family.

E. Up to five (5) days in any one school year in the event of serious illness in the teacher's family.

F. A teacher may apply for additional time for either death or serious illness in the family in the event of extenuating circumstances; such application shall be made to the Superintendent and is subject to his approval.

G. In the event of the death of an employee or student in the school district, the Superintendent shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

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

#### ARTICLE XI

##### EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) teachers on tenure shall upon request and approval of the Superintendent, be granted a leave of absence without pay for one (1) 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 on tenure 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. Maternity/Child Care Leaves:

1. Maternity leaves shall be granted by the Board in accordance with the Statutes.

2. Child care leaves may be granted to extend to August 31 immediately following the date of commencement of the leave if the commencement date precedes January 1; for a commencement date of January 1 or later, the leave may extend to the next following August 31.

3. The Board will consider requests for early return from child care leaves on the basis of availability of positions provided the seniority rights of tenured personnel on lay-offs have been observed.

4. Teachers shall receive a written acknowledgment of receipt of their request, or a response to the request from the Superintendent, or his designee, within thirty (30) days.

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 the leave commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored upon return from leave. The teacher shall be assigned to a position as determined by the Board at the time of return from leave.

H. Extensions or renewals of leaves shall be considered on a case-by-case basis, not subject to the Grievance Procedure. Application shall be made, in writing, at least sixty (60) days prior to the closing date of the leave, or by April 1, whichever date is earlier. Should the teacher be dissatisfied with the disposition of their application, a hearing may be requested with the Superintendent, or his designee, who shall review the information with the Board.

I. All teachers on extended leaves of absences shall be required to respond, in writing, to requests from the Board seeking determination of the teacher's intent to return to the district at the conclusion of the leave. Each request, or contract offer, shall contain a due date of March 15th, or sixty (60) days prior to the culmination of the leave, whichever shall come first. This due date shall be complied with by the teacher on leave.

ARTICLE XII

SABBATICAL LEAVE

A. 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 (1) 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.

B. 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.

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

D. 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.



E. The salary granted to a teacher on such leave shall be one-half (1/2) 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.

F. Not more than two percent (2%) of all the teachers (positions covered by this Agreement) shall be granted sabbatical leave for the same year. In granting such leaves due consideration shall be given first and foremost to the possible benefits to the total school district. In cases of equal benefit to the district, seniority shall be considered.

G. If more than two percent (2%) of the staff shall apply for leave, selection shall be made on the 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.

H. 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.

I. 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.

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

K. The teacher shall be assigned to a bargaining unit position as determined by the Board at the time of return from sabbatical leave.

### ARTICLE XIII

#### INSURANCE PROTECTION

A. Following agreement with the Association, the Board shall grant health-care benefits as provided in the master contract(s) with the carrier(s). The Association shall be provided with a photocopy of the master contract(s).

B. The Board shall pay the full premium for each individual teacher and, in cases where appropriate, for family-plan coverage.

C. 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. (Teachers on approved leaves of absence may continue coverage at their own expense for the duration of the leave, not to exceed a period of one (1) year).

D. Should the Board determine that a change in carrier(s) shall be effectuated, it shall consult with the Association prior to said change.

ARTICLE XIV

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. The calendar shall be distributed to all teachers after adoption by the Board.

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 Superintendent shall seek the input of the staff prior to making a calendar recommendation to the Board. The Association shall be guaranteed representation on any such committee.

ARTICLE XV

CENTRAL CURRICULUM PLANNING COMMITTEE

A. The Superintendent shall establish, each year, a Central Curriculum Planning Committee to meet and confer monthly on curriculum matters.

B. The committee shall establish its own rules of organization and procedure.

C. All recommendations of the committee shall be transmitted to the Superintendent.

D. The Association shall have the right to designate one (1) member of the committee.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

A. The Board agrees to offer four (4) courses per semester with at least one (1) course a college credit course. The same course may be offered in the second semester.

B. The employee shall pay the costs of materials for a non-college credit course (the cost of "tuition" shall be borne by the Board as part of the total money available for Tuition Aid/In-Service Courses). The Board shall pay fifty percent (50%) of the tuition cost 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-service courses shall carry credit for salary guide purposes up to a career maximum of twenty-four (24) credits. All employees who received salary guide credit for more than twenty-four (24) in-service credits for the 1979-80 school year shall continue to do so during their continued, consecutive years of employment to the District.

F. The Board shall establish for each school year (July 1, through June 30), a total sum of \$50,000 to be used for Tuition Aid/In-Service Courses. Tuition Aid shall be available on the following basis:

1. graduate courses, related to the employee's function in the school district, approved in advance;

2. applicable to contracted, full-time employees who are not on sabbatical or any other extended leave of absence;
3. successful completion of the course and submission of transcript, grade card, etc.;
4. up to a maximum of six (6) graduate credits taken in any one year;
5. reimbursement at one-half the cost at the graduate tuition rate of the N. J. State Colleges;
6. the employee completes the school year in which the courses were taken and is actively employed in the District the following September when said reimbursement shall occur.

## ARTICLE XVII

### NON-PROFESSIONAL DUTIES

- A. Teachers who are assigned 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 his/her respective classroom door.
- 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.
  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 XVIII

##### 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. In the exercise of power, rights, authority, duties and responsibility by the Board and in the adoption of policies, rules, regulations and practices in furtherance thereof, the Board reserves to itself all jurisdiction and authority over matters of policy and retains the right (A) to direct employees of the school district, (B) to hire, promote, transfer, assign and retain employees in positions within the school district and suspend, demote, discharge or take other disciplinary action against employees, (C) to relieve employees from duties, (D) to maintain the efficiency of the school district operations entrusted to them, (E) to determine the method, means and personnel by which such operations are to be conducted,

and (F) to take whatever other actions may be necessary to carry out the mission of the school district in any situation. The foregoing shall be limited only to the extent such terms thereof are in conformance with the terms of this Agreement, the Constitution and Laws of the State of New Jersey and the Constitution of the United States.

#### ARTICLE XIX

##### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association shall be permitted to use school mail facilities and school mailboxes 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.

D. If a reduction in force is being considered, the Board shall notify and consult with the Association not less than five (5) days prior to employee notification.

E. Any reduction in force and/or recalls shall be carried out in accordance with the Administrative Code and Statutes.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. 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 or otherwise detract from any teacher benefit existing prior to its effective date.

B. 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.

C. 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.

D. Copies of this Agreement shall be printed at the shared cost of the parties prorated by the number of copies requested by each party.

E. Teachers shall be compensated at the rate of seventeen cents (17¢) per mile for the use of their own automobiles on authorized school business.



ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1983, 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



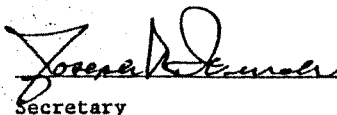
President



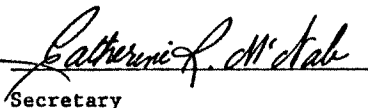
President

10-2-81  
Date

10/1/81  
Date



Secretary



Secretary

OCT 2, 1981  
Date

10/1/81  
Date

SCHEDULE A

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS

TEACHERS - NURSES SALARY GUIDE

1981-82

	<u>ND</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u> <u>Inc. MA</u>	<u>BA+60</u> <u>Inc. MA</u>
1	12,700	13,400	14,000	14,800	15,400	16,100
2	13,000	13,800	14,500	15,200	15,800	16,600
3	13,400	14,300	14,900	15,700	16,200	17,000
4	13,900	14,700	15,400	16,100	16,700	17,600
5	14,400	15,200	15,900	16,700	17,200	18,100
6	14,900	15,700	16,500	17,200	17,900	18,600
7	15,500	16,200	17,000	17,800	18,500	19,300
8	16,000	16,800	17,500	18,300	19,200	19,800
9	16,700	17,300	18,200	19,000	19,800	20,500
10	17,300	18,000	18,900	19,600	20,500	21,200
11	18,000	18,600	19,500	20,300	21,100	21,800
12	18,600	19,400	20,200	20,900	21,800	22,600
13	19,400	20,200	20,900	21,700	22,600	23,300
14	20,300	21,100	21,900	22,700	23,600	24,300
15	22,600	23,400	24,200	26,200	27,000	27,800

SCHEDULE A

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS

TEACHERS - NURSES SALARY GUIDE

1982-83

	<u>ND</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u> <u>Inc. MA</u>	<u>BA+60</u> <u>Inc. MA</u>
1	14,000	14,700	15,400	16,200	16,800	17,700
2	14,300	15,200	15,900	16,700	17,300	18,100
3	14,800	15,600	16,400	17,200	17,800	18,600
4	15,300	16,100	16,800	17,700	18,300	19,200
5	15,700	16,600	17,400	18,300	18,900	19,800
6	16,300	17,200	18,200	18,900	19,600	20,400
7	17,000	17,800	18,600	19,500	20,300	21,100
8	17,600	18,400	19,200	20,000	21,000	21,700
9	18,300	19,000	19,900	20,800	21,700	22,400
10	19,000	19,700	20,600	21,500	22,400	23,200
11	19,700	20,400	21,400	22,200	23,200	23,900
12	20,400	21,200	22,100	22,900	23,900	24,700
13	21,200	22,100	22,900	23,800	24,700	25,500
14	22,200	23,200	24,000	24,800	25,800	26,600
15	24,700	25,600	26,500	28,600	29,600	30,400

SCHEDULE A

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS

TEACHERS-NURSES SALARY GUIDE

1981-1983

PROVISIONS

1. Up to twelve (12) years of experience credit may be allowed for new teachers and nurses employed by the district. Nurses may be allowed up to five (5) years credit for hospital experience.

2. Military service credit shall be granted in accordance with the Statutes.

3. Increments shall be granted only in accordance with Board Policy and appropriate Statutes.

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). Any teacher or nurse placed on a higher training level for the 1980-81 school year shall continue on that training level and shall suffer no loss of guide placement as a result of the "graduate credit" requirement

Fifteen approved graduate credits\* beyond the B.A. degree are required to advance to the B.A.+15 level.

Thirty approved graduate credits\* beyond the B.A. degree are required to advance to the five-year level.

Forty-five approved graduate credits\* beyond the B.A. including a Master's degree, are required to advance to the B.A.+45 level.

Sixty approved graduate credits\* beyond the B.A. including a Master's degree, are required to advance to the six-year level.

\* In accordance with Article XVI-E

5. Individuals having an earned Doctorate degree shall receive an additional \$600 beyond their appropriate salary at the six-year 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 non degree training level.

B. After thirteen (13) years of teaching credit, a teacher shall receive an additional \$100 on the B.A. training level.

C. After thirteen (13) years of teaching credit, a teacher shall receive an additional \$150 on the B.A.+15 training level.

D. After fourteen (14) years of teaching credit, a teacher shall receive an additional \$150 on the B.A.+30 training level.

E. After fourteen (14) years of teaching credit, a teacher shall receive an additional \$250 on the B.A.+45 training level.

F. After fourteen (14) years of teaching credit, a teacher shall receive an additional \$400 on the B.A.+60 training level.

G. 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.

H. 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. Terminal Leave Pay Upon Retirement

A. Any teacher having been employed by the Board of Education for fifteen (15) or more years shall be eligible for terminal leave pay provided the teacher submits written certification of retirement to the Superintendent of Schools on the appropriate forms as attached Appendix I 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.) In the event of extenuating circumstances such as illness, personal or family welfare, not including a desire to retire early, a teacher may apply for this benefit in the teacher's last year of work and such benefit shall be paid in accordance with this provision.

C. Terminal leave pay 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 terminal leave pay 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 terminal leave pay shall be prorated accordingly.

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

G. The terminal leave pay benefit shall be paid in equal monthly installments, by separate check, during the last year of employment.

H. This benefit is separate and distinct from base salary and shall not be included in computations for pension benefits.

I. Accrued terminal leave pay benefits shall be paid to the surviving spouse and/or minor children in the case of death of an employee with fifteen (15) or more years of service.

SCHEDULE B

1981-1983

The following assignments shall be compensated as stated:

<u>SENIOR HIGH</u>	<u>1981-82</u>	<u>1982-83</u>
Newspaper Advisor	\$700	\$750
Yearbook Sponsor	750	800
Yearbook Business	750	800
Forensics	950	1000
Asst. Forensics (1 each Sr. HS.)	600	650
Stagecraft	700	750
Marching Band Director	1100	1150
Ass't. Marching Band Director	850	900
Band Front Coordinator	750	800
Dramatics	700	750
Class Advisors	400	450
Literary Magazine	600	650
Dance	600	650
<u>JUNIOR HIGH</u>		
Newspaper	500	550
Yearbook	500	550
Dramatics (1 Major Prod. per yr.)	600	650
Stagecraft	500	550



SCHEDULE B

COACHING STIPENDS

The following stipends shall be granted for coaching assignments. Column "A" shall apply to the first year of experience, Column "B" to the second year, Column "C" to the third year, Column "D" to the fourth year and Column "E" to five or more years of experience. Experience in Parsippany-Troy Hills shall be cumulative within the same sport for placement on the coaches guide.

1981-82

SENIOR HIGH

Assignment	A	B	C	D	E
Head Football	\$2000	\$2100	\$2200	\$2300	\$2400
First Assistant	1300	1400	1500	1600	1700
Other Assistants	1100	1200	1300	1400	1500
Head Soccer	1400	1500	1600	1700	1800
Assistant Soccer	1100	1200	1300	1400	1500
Cross Country	700	800	900	1000	1100
Head Basketball	1400	1500	1600	1700	1800
Assistant Basketball	1100	1200	1300	1400	1500
Head Wrestling	1400	1500	1600	1700	1800
Assistant Wrestling	1100	1200	1300	1400	1500
Fencing	700	800	900	1000	1100
Riflery	700	800	900	1000	1100
Head Baseball	1400	1500	1600	1700	1800
Assistant Baseball	1100	1200	1300	1400	1500
Head Track	1400	1500	1600	1700	1800
Assistant Track	1100	1200	1300	1400	1500
Golf	700	800	900	1000	1100
Tennis	700	800	900	1000	1100
Field Hockey	1400	1500	1600	1700	1800
Assistant Field Hockey	1100	1200	1300	1400	1500
Softball	1400	1500	1600	1700	1800
Assistant Softball	1100	1200	1300	1400	1500
Gymnastics	1400	1500	1600	1700	1800
Trainer-Equipment Mgr.	1000	1100	1200	1300	1400
Indoor Track	700	800	900	1000	1100
Head Cheerleading	900	-	-	-	-
(Fall or Winter Season)					
Assistant Cheerleading	700	-	-	-	-
(Fall or Winter Season)					

JUNIOR HIGH

Soccer	900	1000	1100	1200	1300
Basketball	900	1000	1100	1200	1300
Baseball	900	1000	1100	1200	1300
Wrestling	900	1000	1100	1200	1300
Cross Country	900	1000	1100	1200	1300
Hockey	900	1000	1100	1200	1300
Gymnastics	900	1000	1100	1200	1300
Softball	900	1000	1100	1200	1300
Cheerleading (Year)	900	1000	1100	1200	1300

SCHEDULE B

1982-83

SENIOR HIGH

<u>Assignment</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Head Football	\$2050	\$2150	\$2250	\$2350	\$2450
First Assistant	1350	1450	1550	1650	1750
Other Assistants	1150	1250	1350	1450	1550
Head Soccer	1450	1550	1650	1750	1850
Assistant Soccer	1150	1250	1350	1450	1550
Cross Country	750	850	950	1050	1150
Head Basketball	1450	1550	1650	1750	1850
Assistant Basketball	1150	1250	1350	1450	1550
Head Wrestling	1450	1550	1650	1750	1850
Assistant Wrestling	1150	1250	1350	1450	1550
Fencing	750	850	950	1050	1150
Riflery	750	850	950	1050	1150
Head Baseball	1450	1550	1650	1750	1850
Assistant Baseball	1150	1250	1350	1450	1550
Head Track	1450	1550	1650	1750	1850
Assistant Track	1150	1250	1350	1450	1550
Golf	750	850	950	1050	1150
Tennis	750	850	950	1050	1150
Field Hockey	1450	1550	1650	1750	1850
Assistant Field Hockey	1150	1250	1350	1450	1550
Softball	1450	1550	1650	1750	1850
Assistant Softball	1150	1250	1350	1450	1550
Gymnastics	1450	1550	1650	1750	1850
Trainer-Equipment Mgr.	1050	1150	1250	1350	1450
Indoor Track	750	850	950	1050	1150
Head Cheerleading	950	-	-	-	-
(Fall or Winter Season)					
Assistant Cheerleading	750	-	-	-	-
(Fall or Winter Season)					

JUNIOR HIGH

Soccer	950	1050	1150	1250	1350
Basketball	950	1050	1150	1250	1350
Baseball	950	1050	1150	1250	1350
Wrestling	950	1050	1150	1250	1350
Cross Country	950	1050	1150	1250	1350
Hockey	950	1050	1150	1250	1350
Gymnastics	950	1050	1150	1250	1350
Softball	950	1050	1150	1250	1350
Cheerleading (Year)	950	1050	1150	1250	1350

- Coaches shall receive their extra compensation contracts not later than the end of the school year.
- Coaches shall receive one-half (1/2) of their stipend at approximately mid-season and the other one-half (1/2) at the end of the season.

EXTRA RESPONSIBILITY COMPENSATIONS

A. Stipends for Extra Services

All of the following shall work a teachers' 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 teacher's pay as compensation for services rendered, or 1/200 per diem.

1. Coordinators

- a. Guidance - Proper place on the teachers' salary guide plus a stipend of \$800 for the first two (2) years and \$1,000 after two (2) years of successful experience. He shall work one (1) month in the summer at 1/10 of his base salary.
- b. Athletic - Senior High - Proper place on the teachers' salary guide plus a stipend of \$1,000 for the first two (2) years and \$1,100 after two (2) years of successful experience. He shall work one (1) week prior to opening of school at 1/40 of base salary.

Junior High - Proper place on the teachers' salary guide plus a stipend of \$700.
- c. Student Activities - Senior High - Proper place on the teachers' salary guide plus a stipend of \$800 for the first two (2) years and \$1,000 after (2) years of successful experience.

c. Student Activities - Junior High - Proper place on the teachers' salary guide plus a stipend of \$650.

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: \$1,000 for the first two (2) years and \$1,100 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: \$900 for the first two (2) years and \$1,000 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. Psychologists

Psychologists employed prior to July 1, 1980, shall continue to receive a ratio salary of 1.1% x their proper place on the teachers' salary guide. They shall work two (2) weeks beyond the school calendar. All psychologists employed effective July 1, 1980, or thereafter, shall receive their proper place on the teachers' salary guide for a ten (10) month contract. Any additional work beyond the school calendar, if assigned, shall be at the rate of 1/200 per diem.

4. Social Workers and/or Learning Disabilities Teacher/Consultants

employed during the summer months for Special Services Department work shall be compensated at the rate of 1/200 per diem.

APPENDIX I

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS  
CERTIFICATION OF RETIREMENT

1. I, \_\_\_\_\_, having been employed fifteen  
(Name)  
(15) or more years by the Parsippany-Troy Hills Board of  
Education, do hereby certify that I shall retire from service  
effective \_\_\_\_\_.  
(Date)
2. According to negotiated provisions of the Agreement between  
the Parsippany-Troy Hills Board of Education and the Parsippany-  
Troy Hills Education Association, under Chapter 123, Public Laws  
of 1974, I hereby apply for terminal leave pay during my final  
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  
terminal leave pay installments shall continue until the total  
approved terminal leave pay has been paid.
5. I further agree that the terminal leave pay 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 em-  
ployment.

\_\_\_\_\_  
(Date of Submission)

\_\_\_\_\_  
(Teacher's Signature)

