

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

AND THE

***ASSOCIATION OF
PARSIPPANY SCHOOL
ADMINISTRATORS***

***AGREEMENT
2006-2009***

PROVISIONS:

1. The initial salary for new administrative employees in each category shall be established upon the recommendation of the Superintendent subject to approval by the Board of Education.

2. Annual salary increases shall be upon the recommendation of the Superintendent subject to approval by the Board of Education.

3. A.P.S.A. members shall be notified of their contract and salary status for the ensuing year no later than the date specified in New Jersey Statutes and Codes.

4. The signed written acceptance of employment (contract or letter according to tenure status) shall be returned to the Board Secretary no later than Thirty (30) days after which it is issued.

5. Upon completion of an earned doctorate degree the A.P.S.A. member shall receive a one-time adjustment of base salary of \$2,000 retroactive to July 1st of that contract year.

6. Longevity payments changed as follows:
Commencing in the contract year 2006-2007, APSA members shall receive longevity payments based upon service to the district according to the following schedule:

- a. After 10 years (five as an administrator) \$1,800
- b. After 10 years as an administrator \$2,300
- c. After 15 years as an administrator \$2,800
- d. After 20 years as an administrator \$4,100
- e. After 25 years as an administrator \$5,300

7. A.P.S.A. members who moved from the P.T.H.E.A. to A.P.S.A. who are not currently receiving longevity shall receive level “a” longevity compensation (\$1,500) until they become eligible for the next level of compensation.

A.P.S.A. members who moved from the P.T.H.E.A. to A.P.S.A. will receive a 3% promotional increase on the appropriate minimum salary range.

- 8. Base Salary Increase: 2006-2007 - 3.7%
- 2007-2008 - 4%
- 2008-2009 - 4%

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New Hire—Experience Calculation Maximum Placement .25 of Range Prior Experience in Equivalent or Higher Position

	2007-2008	2008-2009
Category A— High School Principals / Middle School Principals	2007-2008	2008-2009
Category A— High School Principals / Middle School Principals	2007-2008	2008-2009
Category B— Elementary Principals / Coordinating Supervisors	2007-2008	2008-2009
Category B— Elementary Principals / Coordinating Supervisors	2007-2008	2008-2009
Category C— Assistant Principals / Directors / Supervisors	2007-2008	2008-2009
Category C— Assistant Principals / Directors / Supervisors	2007-2008	2008-2009

F. If the administrator used any of the accumulated sick leave designated in paragraph "D" above during the next to last and/or final school year of employment his/her retirement shall be reduced accordingly.

G. The terminal leave pay benefit shall be paid either in equal monthly installments, by separate check, during the last year of employment, or a lump sum payment in the last month of employment.

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

I. The Board of Education and A.P.S.A. will jointly form a committee to study alternative methods for compensating A.P.S.A. members' terminal leave pay upon retirement as described above.

APPENDIX II - CERTIFICATE OF RETIREMENT

1. I, _____, having been employed fifteen or more years or seven (7) years as an administrator in the district, do hereby certify that I shall retire from service effective _____.
(Date)

2. According to the negotiated provision of the Agreement between the Parsippany-Troy Hills Board of Education and the Association of Parsippany School Administrators, under Chapter 123, Public Laws of 1974, I hereby apply for terminal leave pay during my final year of employment.

3. I further certify and agree that as of the effective date of retirement designated in No. 1 above, the Parsippany-Troy Hills Board of Education shall not be obligated to continue my employment beyond that date.

4. In the event approval is granted for an earlier effective date of retirement during the period designated in No. 2 above, equal monthly retirement allowance 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 accumulated sick leave used during the next to last/or final school year of employment.

(Date of Submission)

(Administrator's Signature)

PREAMBLE

THIS AGREEMENT entered into this 21st day of September 2006 between the Board of Education of Parsippany-Troy Hills, the Township of Parsippany, New Jersey, hereinafter called the "Board" and the Association of Parsippany School Administrators, hereinafter called "A.P.S.A."

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement, be it

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

ARTICLE I

A. UNIT

Pursuant to New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1 et seq. The Board of Education of Parsippany-Troy Hills, New Jersey recognizes the Association of Parsippany School Administrators as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment of the personnel, including, and limited to:

- Principals
- Assistant Principals
- District Coordinating Supervisors

B. DEFINITION OF A.P.S.A. MEMBER

Unless otherwise indicated, the term "A.P.S.A. members and administrators" when used hereinafter in this agreement shall refer to all professional employees represented by A.P.S.A. in the negotiating unit as above defined. All personal pronouns shall include both male and female members.

ARTICLE II - NEGOTIATION PROCEDURE

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with New Jersey Employer-Employee Relations Act, N.J. S.A. 34:13A-5.1 et seq. in a good faith effort to reach agreement on matters concerning the terms and conditions of A.P.S.A. members' employment. Such negotiations shall begin no later than November 1st of the school year in which this Agreement expires. When the negotiating representatives of the parties have reached tentative agreement on a successor agreement, they shall cause such tentative agreement to be reduced to writing. The written tentative agreement shall be signed by the appropriate representatives of the Board and the Association and then shall be subject to approval by majority vote of the Board, and to ratification by a majority vote of the Association, which votes shall be taken within thirty (30) days after the tentative agreement is signed by the representatives of the parties. Thereafter the agreement shall be signed by the Presidents of the Board and of A.P.S.A., after which signing the agreement shall be in full force and effect.

B. SELECTION OF NEGOTIATORS

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. MODIFICATION OF AGREEMENT

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.

D. PRINTING OF AGREEMENT

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. SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on matters which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

APPENDIX - TERMINAL LEAVE PAY UPON RETIREMENT

A. Any administrator having been employed by the Board of Education for fifteen (15) or more years of total service, or seven (7) years of service as an administrator in the district, shall be eligible for terminal leave pay provided he/she submits written certification of retirement to the Superintendent of Schools on the appropriate forms attached hereto as Appendix II. To be eligible for such terminal leave pay the Administrator must:

1. select December 31 or June 30 as his/her retirement date and;
2. submit forms at least 6 months prior to the effective date of retirement.

B. Approval of such retirement shall be made by the Board of Education within thirty (30) days of the receipt of the certificate of retirement and shall be binding upon the administrator 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 the request of the administrator 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, an administrator may apply for this benefit in the administrator's last year of work and such benefit shall be paid in accordance with this provision.

C. Effective July 1, 1990, the terminal leave pay shall be computed on the accumulated sick leave credited to the administrator as of the date of retirement.

One day's pay for every three (3) days of accumulated sick leave up to 150 days.

One day's pay for every two (2) days of accumulated sick leave over 150 days.
(Example: 200 accumulated days)
(150/3 = 50 days pay)
(50/2 = 25 days pay)
(Total 75 days pay)

D. The daily rate of pay for computation of the retirement allowance shall be based on the rate of 1/223 of his/her last twelve months salary.

E. If the administrator used any of the accumulated sick leave designated in "C" above during the next to last and/or final school year of employment his/her retirement allowance shall be prorated in accordance with the computed rate in "C" above.

ARTICLE XV - DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009 subject to the Association's right to negotiate over a successor agreement as provided herein. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. STATUS OF INCORPORATION

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first above written.

**ASSOCIATION OF
PARSIPPANY SCHOOL
ADMINISTRATORS**

**PARSIPPANY- TROY HILLS
BOARD OF EDUCATION**

BY _____
*Concetta Donvito
President*

BY _____
*Robert Perlett, Ed.D.
President*

BY _____
Nancy Gigante, Secretary

BY _____
*Marlene Wendolowski, RSBA
Board Secretary*

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

A. USE OF SCHOOL FACILITIES

1. The A.P.S.A. shall have the right to use school facilities for meetings outside of the school day.
2. The principal of the building in question shall be notified in advance of the time and place of all such meetings. The superintendent shall be notified of said meetings whenever possible.
3. In the event that such meetings take place at times or under conditions when staff, materials or services are other than those regularly required, then the A.P.S.A. will reimburse the Board for expenses incurred.

B. INFORMATION

The Board agrees to furnish upon request of the Association, public information available to the Board. In addition, the Board agrees to provide information necessary for the Association to process grievances.

ARTICLE IV - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Any grievance alleging contractual violations which concern terms and conditions of employment shall be processed through the following procedural steps:
 - Level 1 - Immediate Supervisor (informal)
 - Level 2 - Superintendent
 - Level 3 - Board of Education
 - Level 4 - Binding Arbitration
2. Grievances concerning policy and administrative decisions affecting particular employees shall be subject to the following procedure:
 - Level 1 - Immediate Supervisor (informal)
 - Level 2 - Superintendent
3. An aggrieved person is the person or persons making the complaint.
4. Immediate supervisor shall mean the person to whom the aggrieved person is directly responsible unless that individual is a member of A.P.S.A., in which case the first level grievance shall be filed with an individual designated by the Superintendent.

B. POLICY

1. The parties involved at each step of the grievance shall endeavor to secure a rapid and equitable determination to A.P.S.A. members' grievances at the lowest possible level through regular administrative channels without interfering with the normal school operations and procedures. Proceedings shall be kept as informal and confidential as possible.
2. An A.P.S.A. member processing a grievance shall be assured freedom from interference, coercion, discrimination and reprisal.
3. An A.P.S.A. member may have his grievance adjusted without intervention by the A.P.S.A. provided such adjustment is not inconsistent with the terms of the Agreement in effect and the A.P.S.A. is given the opportunity to be present at all hearings conducted after level one, and shall, with the permission of the A.P.S.A. member, have access to all pertinent documentation.
4. If an A.P.S.A. member does not file a grievance in writing with his immediate supervisor, or other designated Board representative within thirty (30) calendar days after the occurrence, then the grievance shall be considered as waived.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.
6. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits will be deemed to be abandonment of the grievance or acceptance by the A.P.S.A. member of the decision at the level.
7. Time limits specified within the procedure may be waived only with the written consent of the aggrieved person, his representative, if any, and the Board representative at each level.
8. All decisions shall be in writing.
9. All grievance hearings shall be conducted in private and shall include only such persons in interest and their designated representatives.
10. During periods when school is not in session, time limits specified shall be considered as weekdays.
11. The costs of the services of an arbitrator including per diem expense, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the A.P.S.A. Any other expenses shall be paid by the party incurring same.

Hills School System may, upon recommendation of the Superintendent, be granted a leave of absence by the Board for one half year or one full year of study. After each subsequent period of seven 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 A.P.S.A. member during the period of leave.

C. As a condition to such leave, the A.P.S.A. member 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 A.P.S.A. member shall repay the Board the full salary received while on leave.

D. The salary granted to an A.P.S.A. member on such leave shall be the full salary for a half year or half salary for a full year to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension and Annuity Fund, and other deductions authorized by the A.P.S.A. member. Salary payments shall be made monthly in accordance with the schedule for payment of salaries in the school system. All benefits shall be paid by the Board of Education.

E. Any grant, fellowship or scholarship shall not diminish the salary received while on leave.

F. An A.P.S.A. member 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 adjustment.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Up to six (6) days in any one year in the event of a death or serious illness in the administrator's family.

C. An administrator may apply for additional time at full pay for either death or serious illness in the family in the event of extenuating circumstances; such applications shall be made to the Superintendent, or designee, and is subject to approval.

D. Other leaves of absence with pay may be granted by the board for good reason.

ARTICLE XII - EXTENDED LEAVE OF ABSENCE

A. The Board agrees that one (1) A.P.S.A. member on tenure, may 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. An A.P.S.A. member on tenure may be granted a leave of absence subject to the approval of the Superintendent without pay for one (1) year to teach in an accredited college or university.

C. Military leave shall be granted in accordance with the statutes.

D. Maternity and/or child care leaves shall be granted in accordance with the statutes.

E. All benefits to which an A.P.S.A. member was entitled at the time his/her leave of absence commenced, shall be restored to him upon his/her return and he/she shall be assigned to an administrative position for which tenure is possible, as determined by the Board upon return from the leave.

F. Extension and renewals of leaves are disruptive to the school system and will only be considered in very extenuating circumstances. Application shall be made, in writing, at least sixty (60) days prior to the closing date of the leave.

G. No additional benefits shall accrue during the period of those leaves of absence granted under the provisions of this Article.

ARTICLE XIII - SABBATICAL LEAVE

A. Any A.P.S.A. member who has completed seven (7) or more years of continuous full time service in a bargaining unit position in the Parsippany-Troy

12. The following procedure will be followed to secure the services of an arbitrator:

- a. Either party may institute to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. The parties shall be bound by the rules and procedures of the American Arbitration Association to secure the services of an arbitrator.
- c. The arbitrator's decision shall be in writing and shall be binding on both parties.
- d. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

13. It is understood that the A.P.S.A. member shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

C. PROCEDURE

1. Level One (informal)

- a. An A.P.S.A. member having a grievance shall within thirty (30) calendar days of the occurrence or the time he would reasonably be expected to know of its occurrence institute action under the provisions of this article.
- b. An A.P.S.A. member shall first discuss his/her grievance with his immediate supervisor, personally or accompanied by an A.P.S.A. representative, in an attempt to resolve the matter informally.

2. Level Two (formal)

- a. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days, the grievance shall be transmitted to the Superintendent. Within fifteen (15) school days of receipt of the grievance, the Superintendent shall indicate his/her disposition of the grievance in writing to the grievant prior to rendering a decision.

- b. The written grievance 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. The basis of dissatisfaction with the previously rendered decision.
 5. The remedy sought.
 6. The provisions of this Agreement involved in the grievance.

3. Level Three

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the required fifteen (15) school 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) school days of such filing. Copies of such disposition shall be furnished to the grievant and to the Association.

4. Level Four

- a. If the Board of Education, the grievant 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) school 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) school day period or the grievance shall be abandoned.
- b. Only the Association shall have access to Level Four (Binding Arbitration) and only in the case of alleged contractual violations.

Miscellaneous Provision

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

- a. The termination of services of or failure to re-employ any non-tenure administrator.
- b. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act.
- c. A complaint by an Administrator occasioned by the lack of appointment to or lack of retention in any position or which tenure either is not possible or not required.
- d. Transfers and/or reassignments.

All new APSA members hired during and after the 2008-09 contract year will contribute amounts listed below of the PPO premium costs. There will be no contribution if they enter the Level 1 PPO.

Year	Traditional	PPO	PPO – Level 1 (Medical copay 10-15 prescription co-pay 10-20)
06-07	None	None	None N/A
07-08	Family \$690 Husband/wife/ Parent-Child \$450 Single \$210	None	None N/A
08-09	Family \$720 Husband/Wife/ Parent-child \$480 Single \$240	(No contribution for existing APSA members) Family \$580 Husband/wife/Parent-Child \$370 Single \$175	None

F. Employees who are entitled to and forgo dependent coverage will receive payment annually as indicated below:

Traditional Family	\$5,000
Traditional husband/wife	\$2,500
PPO Family	\$3,000
PPO husband/wife	\$2,000

G. The Board will implement flexible spending plan (125 Plan) that will allow APSA members to dedicate pre-tax dollars to premium contributions as well as to pay for child care, nursery school and summer camps for eligible dependants.

ARTICLE X - SICK LEAVE

A.P.S.A. members shall be entitled to fifteen (15) days of sick leave per year.

ARTICLE XI - TEMPORARY LEAVES OF ABSENCE

A.P.S.A. members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Three (3) days leave of absence for legal, business, household or family matters where the absence during school hours cannot be avoided without substantial hardship. Application shall be made to the Superintendent, or his designee, at least five (5) days in advance, except in emergencies. The administrator 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.”

Effective in the second year of the agreement (07-08), in any one year the administrator may at his/her sole discretion elect to convert one unused vacation day to a cash payment. Such payment shall be computed at the administrator's per diem then rate of pay. Written request must be submitted to the superintendent prior to May 1st in the given year.

E. PAYROLL DEDUCTIONS

1. An A.P.S.A. member may elect to participate in all or part of any voluntary payroll deduction plan as may be established. Changes in the specified amount may only be made twice a year (July/January) in accordance with the procedure established by the Business Administrator.

2. The Board shall ensure that all such deductions are promptly remitted to the appropriate agency according to the established remittance schedule in the name of the A.P.S.A member.

F. PAY SCHEDULE

Pay checks shall be distributed twice a month in accordance with the annual schedule distributed by the Board.

G. SALARIES

The salary provisions of all A.P.S.A. members covered by this Agreement are set forth in the administrative salary schedules which are attached hereto and made a part thereof.

H. PROMOTIONS

Any A.P.S.A. member promoted to a higher Administrative category as listed in Schedule A shall receive a minimum of a four percent (4%) increase to his/her base pay or the salary based on the range guide for an out-of-district candidate entering an A.P.S.A. position (with the same years experience), whichever is greater.

I. POSTING

Notices of administrative position vacancies shall be posted in each building and a copy sent to the Association ten (10) school days before the final date when applications must be submitted.

J. ACCRUED TERMINAL LEAVE PAY BENEFITS

Accrued terminal leave pay benefits shall be paid to the estate of the deceased administrator in the case of a death of an employee with 15 or more years total service or 7 years of service as an administrator.

K. SUPERVISOR/STUDENT INSTRUCTION

Supervisors may be assigned to teach a secondary school course during the established school schedule or after the conclusion of the scheduled day. Courses concluding prior to 4:00 P.M. shall be taught without additional compensation or compensatory time. If, upon mutual agreement between a supervisor and the Superintendent or designee, a course commences after 4:00 P.M. - up to five days of compensatory time shall be provided for a full year course.

ARTICLE VII - ADMINISTRATIVE EVALUATIONS

Evaluations of A.P.S.A. members shall be made in accordance with Board policy and administrative procedures.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. APSA members shall receive the following amounts per school year as reimbursement for travel expenses in district as well as out-of-district, telephone expenses, etc.

	2006-07	2007-08	2008-09
Supervisors/Assistant Principals			
who are Athletic Directors	\$1,700	\$1,800	\$1,900
Building Principals	\$1,300	\$1,400	\$1,500
Assistant Principals	\$1,100	\$1,200	\$1,300

B. The Board shall reimburse A.P.S.A. members for approved attendance at professional meetings, workshops and conferences up to \$1,500 per member. A maximum of \$48,000 shall be provided to fund this provision with one-half (1/2) of the amount available for attendance during July/December and the remaining one-half (1/2) for attendance during January/June. Additional expenses accrued will be paid upon account balance as of June 30, 2004; and up to fifteen (\$15.00) dollars for meal expenses when an A.P.S.A. member is required to attend meetings of the Board of Education.

If there is a decline in recognized membership of the unit, the professional leave fund may be adjusted in accordance with Article II - C.

The funds shall be administered by the Superintendent of Schools or the Superintendent's designee.

C. APSA members shall be entitled to up to \$1,175 (2006-2007), \$1,200 (2007-2008), \$1,225 (2008-2009) reimbursement per school year for professional memberships (institutional and/or individual).

D. Subject to prior written approval of the Superintendent or designee, A.P.S.A. members shall be entitled to tuition aid for graduate or post graduate courses if the following conditions are met: