



**P.T.H.E.A.**

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

**AGREEMENT**

**2018-2021**

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***PREAMBLE***

This Agreement entered into this **12 day of September 2019**, by and between the Board of Education of Parsippany-Troy Hills, in the Township of Parsippany, New Jersey, hereinafter called the “Board” and the Parsippany-Troy Hills Education Association, herein after called the “Association.”

***ARTICLE I***

**A. RECOGNITION**

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
- Lead Teachers
- Remedial Teachers
- Nurses
- Coaches
- Coordinators
- Management Team Leaders
- Guidance Counselors
- Social Workers
- Psychologists
- Learning Disability Teacher Consultants
- Librarians/Media Specialists
- Special Education Teachers
- Computer Liaisons

**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 non-contract personnel employed on a per diem or hourly basis are specifically excluded from the unit.
3. All personnel employed on a summer work, community school, or summer school basis are specifically excluded from the unit in such capacity. (This exclusion shall not apply to curriculum workshops.)

4. Those individuals employed in grant funded adult education programs shall be excluded from the unit.
5. 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 NJ 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 counterproposals 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 fifteen (15) 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/she shall contact the Association Chairperson for Professional Rights and Responsibilities who may invoke the formal grievance procedure as indicated here. A formal grievance shall be initiated by delivering the following, in writing, to the Board representative:

1. The nature of the grievance.
2. The nature and extent of injury, loss or inconvenience.
3. The results of previous discussions.
4. Their dissatisfaction with decisions previously rendered.
5. Provisions of this Agreement involved in the grievance.

Within five (5) days of the receipt of the written grievance, the Board representative shall meet with the grievant and the Association representative and shall render their 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 (5) days, the grievance shall be transmitted to the Superintendent. Within fifteen (15) days of the receipt of the grievance, the Superintendent shall indicate disposition of the grievance in writing to the teacher and the Association.

The Superintendent may, at his/her 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 to the teacher and the Association. Upon request of the Association, the Board shall hold a hearing with representatives of the Association present on a grievance involving an alleged contractual violation concerning terms and conditions of employment before a committee of at least three Board Members prior to rendering a decision. In the event a hearing is held, the disposition of the grievance will be rendered at the next Board meeting following the hearing.

**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 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.

- A. 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.

### **B. Level 1**

If a Board representative believes there is a basis for a grievance, he/she may invoke the formal grievance procedure on the form provided, signed by the grievant. One copy of the grievance form shall be delivered to the Association Chairperson of Professional Rights and Responsibilities 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 collective Agreement violated.
3. The results of previous discussions.
4. Their 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 Chairperson of Professional Rights and Responsibilities shall meet with the grievant and shall render his/her disposition in writing to the grievant and the Board of Education within five (5) days of such meeting.

### **C. 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/her disposition of the grievance in writing to the grievant and the Board of Education within five (5) days of such meeting.

### **D. 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/her disposition of the grievance in writing to the grievant and the Board of Education within five (5) days of such meeting.

### **E. 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.

**F. 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.

**ARBITRATION PROCEDURES**

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

1. A request will be made to the Public Employees Relations Commission 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 Public Employees Relations Commission.
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.

**Exclusions/General Provisions**

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

1. The termination of services or of failure to re-employ any non-tenured teacher.
2. The placing of a non-tenured 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. Transfers and/or reassignments made for predominantly educational reasons.

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

- C. 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.
- D. Any individual employee at any time may present grievances to the 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.
- E. 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.
- F. Those alleged grievances arising on the district level shall commence proceedings at the level of the Superintendent of Schools.

#### **ARTICLE IV**

##### **TEACHING HOURS AND TEACHING LOAD**

- A. 1. If the High Schools operate on a block schedule, the following provisions shall apply:
  - Except where a teacher has agreed in advance, no High School teacher shall teach more than four (4) classes in one day.
  - The teaching load over a four-day rotation shall not exceed fifteen (15) instructional blocks, except that Science teachers shall not exceed twelve (12) instructional blocks over a four-day rotation, exclusive of lab blocks.
  - On any day when the schedule reverts to a non-block format, no High School teacher shall teach more than five (5) classes on such day. On such days, periods shall not exceed forty-four minutes, except that period which includes homeroom may be sixty minutes in duration. Teachers shall also be entitled to a duty-free lunch and subject to duty assignments as provided hereinafter. Teachers shall receive one preparation period on such days.
  - In scheduling class assignments, the Board will make a reasonable effort to achieve a maximum of three instructional preparations for core curriculum courses (*i.e.*, Science, Mathematics, English and Social Studies.)
  - Teachers shall be entitled to a duty free lunch of no less than thirty (30) continuous minutes per day. If a teacher does not have assigned curriculum responsibilities, that teacher may be assigned duty for the balance of the lunch block up to three (3) times per week.

- On a day when a teacher teaches an entire morning block of classes with no prep or other break prior to the lunch block, or teaches an entire afternoon block of classes immediately following the lunch block, the teacher shall not be assigned lunch duty on such day.
  - High School teachers shall not exceed four (4) duties over a four-day rotation.
  - High School teachers shall be guaranteed five (5) preparation blocks over a four-day rotation.
  - Teachers who agree to teach an additional class shall be compensated at 1/7 of their current salary.
2. Cooperative Education teachers/coordinators shall be assigned to the teaching load described in A. 1., above, except that at least one (1) period per day shall be designated for supervising students on the job. Where program requirements warrant the administration shall recommend an additional period for supervision in lieu of an instructional period in accordance with the New Jersey Cooperative Vocational Education Guidelines.
  3. The weekly teaching load in the middle school shall be approximately twenty-five (25) teaching periods and shall not exceed thirty (30) periods of pupil contact per week. Teachers may be assigned up to three periods per week for curriculum responsibilities. Teachers shall be entitled to a duty free lunch of one period per day. Periods shall not exceed fifty (50) minutes in duration.
  4. The teachers day shall be seven (7) hours in duration in the elementary, middle and senior high schools.
  5. The daily teaching load in the elementary schools shall not exceed five and one quarter hours of pupil contact, exclusive of guaranteed preparation time specified in A.7.
  6. Elementary teachers shall be responsible on a rotation basis for noon-time supervision in accordance with the following provisions:
    - a. the daily tour of duty for such supervision shall be no longer than thirty (30) minutes in duration,
    - b. the rotation schedule and emergency plan for each building shall be established in each building by the building principal in consultation with the Association's building representative, approved by the Superintendent, or designee, prior to implementation each September,
    - c. the schedule shall include utilization of all classroom teachers and specialists (excluding nurses) on an equal basis to determine the number of duty days for teachers in each elementary school,
    - d. the number of duty days may vary from school to school, depending on the number of teachers available for duty,

- e. teachers not assigned to noontime supervision on specified days shall be entitled to preparation and conference time during this period,
  - f. one (1) teacher shall be on duty during the first half hour and a different teacher shall be on duty during the second half hour of the lunch period. Every effort shall be made to schedule each of the assigned teachers planning and conference time, as defined in A.7. below on days of lunch duty assignment.
  - g. Teachers may be called upon to perform duty in cases of emergency.
  - h. Teachers on duty shall not be required to perform more than one duty on any given day nor more than one duty during a duty assignment.
7. An elementary classroom teacher shall be guaranteed an average of two and one-half hours of preparation and conference time per week when the entire class is being instructed by a specialist in the areas of physical education, vocal music, art and media skills. Preparation time shall be arranged by the principal in consultation with the Association's building representative, and approved by the Superintendent or designee in accordance with the elementary specialist schedule on a cycle which includes art instruction. Teachers shall have an additional one-half hour of preparation time per day contiguous with lunch when not on duty and one-half hour per day for classroom set-up and student assistance which shall not be utilized for student instruction. A classroom teacher may be requested to remain with a class when additional supervision is required to assure student safety.
8. Where a program consideration warrants, or the unavailability of appropriately certified staff necessitate and is not inconsistent with statute or regulation, 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 committed to writing, and shall not be precedent setting in nature. The Association agrees that it shall not arbitrarily deny any waiver requested by the Superintendent or designee.

The Board agrees that it shall not offer assignment to any non-tenured member if other candidates are available.

It is further agreed that all disputes related to waivers shall be resolved through the use of the "expedited arbitration procedures" of the American Arbitration Association.

Calculation or compensation shall be based upon 1/7th of the assignee's annual salary.

9. 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.
  10. The regular homeroom period shall not be counted as or towards a segment or period in the secondary schools.
- B. ALL teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.
  - C. Enrichment activities, defined as remedial assistance and program enhancement shall be part of the teachers' professional obligation. This provision shall not be construed to require extension of the school work day as defined in A-4 above. On faculty meeting dates these activities shall be suspended. Teachers shall not be required to accept arbitrarily assigned participants to these activities.
  - 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.
  - G. Faculty meetings shall be scheduled in accordance with the following:
    1. A maximum of four mandatory meetings will be held on either Mondays or Wednesday in any one month. A schedule of mandatory meetings shall be published on a regular basis.
    2. Teachers at each respective school level will be excluded from mandatory meetings during the weeks of Back-to-School Night and Parent/Teacher Conference sessions. All teachers at the elementary level will also be excluded from mandatory meetings during the week(s) in which the posting of marking period grades or progress reports is required. These provisions shall only apply to particular schools affected by these items.
    3. A meeting held within a building shall commence within ten minutes of student dismissal and may not be more than one hour in duration.
    4. With five days advance notice to the teaching staff one meeting during a month may be one and one-half hours in duration for the purpose of conducting professional development activities. During a month in which an extended meeting is held, no more than two mandatory meetings of forty-five minutes duration may be conducted.

5. A meeting that requires the participants to travel between facilities shall commence after a reasonable amount of travel time has been permitted and may be no more than forty-five minutes in duration.
  6. Up to two additional mandatory meetings may be held in any year with two days notification to the PTHEA.
  7. Meetings held within the contractual day or of a voluntary nature shall be exempt from the limitations specified herein.
- H. It is expressly understood that the starting and ending times of the school day shall be set by the Board. These starting times shall be established to meet the program needs of the district. All hours of a unit member's work schedule shall be contiguous and conform to Section A-5 of this article. Whenever a schedule is established that varies from the normal work schedule, no unit member's work day shall begin more than forty-five (45) minutes before regular starting time, nor end more than forty-five (45) minutes past the regular school ending time. In all cases, the provisions of Section A-8, of this article shall apply. Individual member preferences will be considered in assignments.
- I. The Board agrees to provide the Association with a listing of staff reassignments on an annual basis.

#### *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 employment status no later than the date specified in the New Jersey Statutes and Codes. Signed contracts shall be returned no later than thirty (30) days after the date on which they are issued.
- C. Tenured teachers may terminate their employment with the Board of Education by presenting sixty (60) calendar days notice in writing.

*ARTICLE VI*

**TEACHER TRANSFER PROCEDURES**

- A. Changes of assignment within one location shall not be considered as a change of assignment.
- B. The following procedures will govern transfers between buildings:
  - I. Voluntary transfers:**
    - a. The school district will solicit requests for changes of assignment by March 1 of the current school year.
    - b. As the administration becomes aware of changing curriculum and staffing needs, voluntary reassignments to these positions will be solicited.
    - c. All requests will be considered by administrative review.
    - d. Individuals will be notified of the results of the review.
  - II. Involuntary Transfers**
    - a. During the months of March and April discussions concerning transfer possibilities will take place between supervisors, principals, and potentially affected teachers.
    - b. Individual teacher conferences will precede final transfer decisions.
  - III. Notification Procedures**
    - a. Teachers should be notified of transfer determinations within the week prior to formal Board action.
    - b. Teachers may request an additional meeting with district personnel to discuss transfer recommendations.
    - c. Following Board action the teacher shall be provided with written notice of reassignment which includes the rationale underlying the transfer.
    - d. Formal notification will take place after the first Board meeting in May, but not later than the first Board meeting in June.
    - e. Reassignments that are required at other times than specified in “d.” above shall follow specified notification procedures to the individual.

- f. Individuals have the right to Association representation at meetings addressing reassignment decisions.
- g. The Association shall be provided with written notification of transfer determinations.

## *ARTICLE VII*

### *TEACHER EVALUATION*

#### **A. Observations and Evaluations**

- 1. Observations and evaluations shall be made in accordance with New Jersey Statutes and regulations.
- 2. Non-tenured teachers shall be evaluated in writing at least three times a year in accordance with Administrative Code; at least once prior to December 15 and again prior to April 30. Tenured teachers shall be evaluated in writing at least once during each year prior to May 31.
- 3. Observations shall take place at reasonable intervals prior to the preparation of the evaluation. Such reports shall be submitted to the staff member no later than ten (10) school days after the observation. All observations shall be completed before a new observation cycle may begin. Where the administration determines that repeated observations are necessary before the completion of a cycle, the teacher shall be notified after the first observation and a meeting shall be initiated in which observed deficiencies are identified to the teacher and a remedial plan shall be developed.
- 4. Observation/evaluations shall be coordinated for individuals who are shared between departments and/or Administrators.
- 5. Prior to the observation, teaching staff members shall be informed of the identity of their observers/evaluators.
- 6. A post conference shall follow an observation before a written document is produced.
- 7. A teacher has the right to a conference after receiving the initial written document of an observation/evaluation.
- 8. Teaching staff members shall have the right to respond in writing to observation/evaluation, which closes the report.
- 9. Teaching staff members shall have the right to Association representation.
- 10. All official observation/evaluation documents, including the professional improvement plans, shall be retained in the teacher's permanent personnel file.

- B. Derogatory notations should be part of a teacher's file only if the teacher is aware of these notations and has had an opportunity to write a reaction to these notations to be placed in the file.
  - 1. No teacher shall receive comments of a disciplinary nature in the presence of students and/or fellow teaching staff members, excluding those cases involving Association representation.
  - 2. No member of the Administration shall discuss comments of a disciplinary nature concerning a specific teacher with said teacher's peers, excluding cases of Association representation."
- C. Unsubstantiated complaints regarding a teacher shall not be included in a teacher's evaluation nor in the personnel file.
- D. Professional improvement/development plans shall be based on the individual's job description and evaluation and shall be mutually developed by the teacher and administrator.
- E. A teacher may confer with the Assistant Superintendent or Superintendent regarding his/her evaluation.
- 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, Assistant Superintendent or Superintendent.
- G. Evaluations for all coaching positions shall be completed within thirty days from the end of the season. Evaluations for extra-responsibility positions, e.g. Lead Teacher, Coordinators, etc. shall be completed no later than May 31.

## *ARTICLE VIII*

### *SALARIES*

Salary guides for **2018-2019, 2019-2020, and 2020-2021** are as attached hereto as Schedule A.

- A. Teachers may individually elect to have a given amount of their monthly salary deducted for the Tax Shelter Annuity Program and/or Tri-Co Federal Credit Union. Changes in the given amount may only be made twice a year (June/January) in accordance with the procedures established by the Business Administrator. (The January date for payroll deductions/contributions shall be waived for new hires). All transfers of funds to the Tri-Co 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.
- D. Teachers shall have the option of a twelve (12) month pay period. Teachers must communicate, in writing, their desire for this option at a time and in a manner determined by the Board. Teachers who opt for the 12-month pay period will be paid at the same times as other 12-month employees.
- E. The number of slots for agents participating in the TSA/403B and or 457 plans shall be set at ten (10). The Board shall provide the Association with a list of agents/companies at the start of each school year. The Association shall be included in the decision to add or remove agencies/companies from the list.

#### *ARTICLE IX*

##### **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 at least two (2) times during the school year to review and discuss current school problems and practices.

#### *ARTICLE X*

##### **SICK LEAVE**

- A. Teachers shall be entitled to ten (10) days of sick leave each year in accordance with the Statutes. New employees shall receive a prorated portion of the sick leave during their first year of employment based upon the total number of months of employment. 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 1/184 of the annual contract salary. The cost of a substitute shall be computed at the daily substitute pay rate for the first ten (10) days of additional sick leave, and the month-to-month substitute pay rate for all additional sick leave beyond the first ten (10) days.

## *ARTICLE XI*

### *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 three (3) days in any one school year for personal business only where the absence during the school hours cannot be avoided without substantial hardship. Personal business shall be limited to legal, business, household or family matters.
2. Application for personal leave 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," except in the cases of emergencies where the circumstances shall be specified on the appropriate form.

Failure to make a good faith effort to comply with the application procedures may result in denial of the leave.

3. No absence for personal business shall be permitted on the day(s) preceding or 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/her designees. 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/her designee.
- B. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences or coaching clinics of an educational nature subject to recommendation by the immediate supervisor and final approval by the Superintendent, or his/her designee.
- C. Time necessary for appearances in any legal proceeding connected with the teacher's employment.

- D. Up to six (6) days in any one school year in the event of death or serious illness in the teacher's family. Family Illness Absence Report Form must be completed upon return from your absence due to family illness. (See Appendix III)
- E. 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/her approval.
- F. 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.

***ARTICLE XII***  
***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 two (2) years 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 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. Employees called up to active duty as a member of the National Guard or Reserve Forces shall be compensated in accordance with applicable statute.
- E. **Maternity/Child Care Leaves**
  - 1. Maternity leaves shall be granted by the Board in accordance with the Statutes. No provision herein shall preclude the use of any benefits available under either the State or Federal Family Leave Acts.
  - 2. In cases of pregnancy, the period of disability is presumed to commence twenty (20) workdays before the projected birth date and is presumed to end twenty (20) workdays after the termination of the pregnancy. Any extension of the foregoing requires submission of a physician's certification. A teacher may utilize accumulated sick leave days for that period of time associated with the medical disability attributable to pregnancy and delivery.

3. A teacher may request, in conjunction with the above or by itself, an unpaid leave of absence (post-FMLA) in connection with child rearing of a newborn or newly adopted child.
  4. The request for child rearing leave shall be submitted in writing a minimum of sixty (60) calendar days prior to the anticipated due date or the date the leave is to commence.
  5. Contractual leave may extend to the end of the next succeeding school year after the leave commences but shall be less at the request of the employee. An employee returning from a child rearing leave must return on the first day of a new quarter/marking period. For example, an employee commencing leave October 1, 2012 could request to return at the beginning of any marking period of 2012-2013 or 2013-2014 but would be required to return by September 1, 2014. No teacher shall be required to accept a leave longer than the one requested.
  6. A teacher who initially requests less than the maximum leave may request an extension to the beginning of any quarter/making period following the leave's anticipated expiration date up to the maximum contractual leave. The Board may approve or deny such request but shall not require the teacher to take an extension other than the one requested.
  7. No less than sixty (60) calendar days before the expiration of child rearing leave, the teacher must confirm in writing his/her intention to return on that date or request in writing an extension of the leave.
  8. A teacher may request to return early from child rearing leave. 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 layoffs have been considered.
  9. Teachers shall receive a written acknowledgment of receipt of their request, or a response to the request from the Superintendent, or designee, within thirty (30) days.
  10. Except as provided by federal or state family leave laws, where both parents work for the Board, only one of them may apply for and be granted leave for child rearing purposes.
  11. For purposes of salary guide advancement, teachers shall advance on the salary guide provided that they have worked 100 or more school 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/her 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 XIII*

#### *SUBSTITUTE COVERAGE PLAN*

- A. Teachers may be required to provide “internal substitute coverage” when, due to high demand and the unavailability of substitute teachers, such coverage may be necessary.
- B. The Board agrees to compensate teachers for providing coverage in the absence of a substitute teacher pursuant to the following procedures:
  - 1. Volunteers for coverage will be solicited from individuals on planning and conference periods;
  - 2. In the absence of a volunteer from a planning and conference period the administrator may assign an individual from a duty assignment;
  - 3. At the elementary schools this provision shall not be applicable for replacement of a noontime aide;
  - 4. The teacher providing “internal substitute coverage” whether or not he/she volunteered or was assigned, will be compensated at the rate of \$20 per period.
- C. This provision shall be used to address the unavailability of substitute teachers as described above and is not intended to replace the hiring of substitutes.

ARTICLE XIV

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/she may require. Teachers on such leave shall 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 teachers' 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 XV*

#### *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.
  - 1. The Board shall pay the full premium for each individual teacher and, in cases where appropriate, for family-plan coverage for teachers on full-time contracts.
  - 2. Part-time teachers shall not be eligible for employer-paid health benefits unless such employees work at least sixty percent (60%) of the work hours required of full-time employees. All part-time employees employed as of January 1, 2012 who are receiving employer-paid health benefits shall be grandfathered under this provision.
  - 3. Any employee who is rified (RIF) to a part-time position would retain their health benefit status prior to the RIF.
  - 4. Any teacher who requests less than full-time status, regardless of the individual's number of years of service, shall be entitled to insurance coverage in accordance with B.2 above.
  - 5. Within sixty days of the execution of this Agreement, part-time teachers who have previously requested part-time status and who receive family-plan coverage shall indicate their desire to return to full-time status. Said individual(s) shall continue to receive family-plan coverage. Failure to accept full-time employment when available will result in the forfeiture of rights to dependent coverage.
  - 6. All teachers with ten (10) or more years of consecutive service to the Board as of June 30, 1991 whose employment is reduced from full-time to partial contract of three-fifths [(3/5) 60%] or more shall receive the family plan coverage, where appropriate.
- 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 commenc-

ing July 1st and ending June 30th. Teachers terminating employment may continue coverage at their own expense in accordance with the terms of the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.) of 1986. (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.
- E. 1. All employees hired prior to January 1, 2013 and employees who elect to be enrolled in the District PPO Medical Plan as referenced in E. 2; the insurance will include the following modifications:

- Annual Mammograms 100% covered (*women over age 40*)
- Annual Prostate Screening 100% covered (*men over age 40*)
- Out-of-pocket maximum annually of \$1,500/\$3,000
- Pre-admission certification/continued stay review

**PPO**

\$20.00 co-pay

Prescription Drug—Effective July 1, 2019

\$15/\$40/\$40 Retail (2x Mail Order)

**Network Deductibles**

Single Coverage - \$250

Family Coverage - \$500

**DENTAL**

Class 1 coverage to 100%

Class 2 coverage to 80%

Annual maximum to \$2,500

Orthodontics maximum to \$2,000

- 2. Effective January 1, 2013, shall be enrolled into the Board’s Direct Access Health Insurance Plan for a period not less than thirty-six (36) months from the date of hire. At the conclusion of the thirty-six (36) month period, affected employees may elect to enroll into the Board’s PPO Health Insurance Plan (subject to all employee premium contributions required by law).

**Direct Access:**

\$20.00 Co-Pay

**Prescription Drug:** Retail \$15.00 Generic/\$35.00 Brand Name/Mail Order (up to 90-Day Supply) \$30.00Generic/\$70.00 Brand Name

- 3. Employees may elect to “buy up” to a different plan at their cost during the open enrollment period. The option to “buy up” to a different plan type other than the base plan offered by the Board shall be in addition to the employee premium contributions required by law.

- F. On an annual basis a bargaining unit member who is eligible for dependent coverage may elect to waive dependent coverage and receive \$2,000 in lieu of that benefit coverage subject to the following conditions:
1. Employee must provide written proof of insurance coverage under an alternate medical plan.
  2. The waiver form must be submitted to the Business Office in accordance with the schedule provided. Each waiver will be effective for one year and must be renewed each year if a continued waiver is desired.
  3. One half of the annual waiver payment shall be issued to participating employees on the first pay period of January for the July 1—December 31 period and the remaining one half shall be issued in the first pay period of June for the January 1—June 30 period.
  4. Employees may re-enroll in the dependent plan during open enrollment periods or as the result of some other qualifying event\*. Employees who waive district coverage and subsequently wish to re-enroll must submit a completed enrollment application to the Business Office.
- \* Examples of qualifying event: Exhaustion of COBRA coverage, termination of employment or coverage eligibility under spouse's health plan; loss of coverage eligibility in spouse's health plan due to a reduction in the spouse's work hours, divorce or legal separation, death of the employee's spouse; termination of the spouse's plan coverage.
- G. Effective July 1, 2016 employees electing to “opt-out” of all insurance benefit coverage shall be eligible to receive an Opt-Out Payment equal to 25% of the employer's net premium cost (which shall be defined as the amount of the premium less the employee's contribution), or \$5,000 dollars whichever is less. The “opt-out” payment shall be made two times a year – one-half on January 1<sup>st</sup> and the remaining one-half on June 30<sup>th</sup>, to be prorated to the date of when the opt out/opt-in occurred.
- H. Effective July 1, 2019 the maximum Chapter 78 health insurance contribution for employees on the top step of the salary guide shall be 27.5%. Employees on the top step shall contribute their applicable Chapter 78 Tier IV percentage until reaching the 27.5% maximum.
- I. Effective July 1, 2019, all employees on the top salary guide step receiving health benefit coverage shall receive a non-pensionable flat dollar stipend of \$400 per school year (the stipend may be reallocated among the pool of the aforementioned employees).

The aforementioned health benefits coverage stipend shall be paid in the last pay period in May of each school year. Any employee who severs employment with the school district prior to the last pay period in May, shall receive a prorated stipend commensurate with the length of service in that school year (e.g.- If said employee leaves at the end of December, they shall be paid 4/10s (four-tenths) of the above stated stipend rate).

The total allowable stipend cost shall be calculated by multiplying \$400 times the number of employees who are at the top step of the salary guide who are receiving health benefit coverage as of September 1st of each school year. The Association shall notify the Board of any reallocation of the distribution of such amount among the pool of eligible employees no later than April 1st of each school year.

**ARTICLE XVI**  
**TEACHER WORK YEAR**

- A. The school work year for teachers employed on a ten month basis shall not exceed one hundred and eighty-four (184) days. Time for the purpose of professional development, not to exceed two full days, shall be added to the calendar bringing the total to one hundred and eighty-six (186). The days shall not be held during the regularly scheduled school recess and shall be in place at the time of the approval of the calendar by the Board. Full Day Professional Development Days for all teachers will be 8:15-3:15 with one hour for lunch. Professional staff members shall be solicited for content input for such activities. The school calendar shall be distributed to the staff 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 five (5) additional orientation days. These days shall be compensated by three (3) inservice credits.
- 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 XVII**

**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 or organization and procedure.
- C. All recommendations of the committee shall be transmitted to the Superintendent.

The Association shall have the right to designate one (1) member of the committee, with voting rights.

**ARTICLE XVIII**

**PROFESSIONAL DEVELOPMENT**

- A. The Board shall provide for each school year (July 1, through June 30), a budgeted amount for Tuition Reimbursement/Inservice Courses. Beginning on July 1, 2020 through the remainder of the term of this Agreement, the total tuition reimbursement for all employees shall be capped at \$400,000 per year. Unexpended capital shall roll over to the next calendar year.

Tuition Reimbursement shall be available on the following basis and subject to the following conditions:

- 1. Graduate courses, related to the employee's current or future job responsibilities in the school district, approved in advance, or undergraduate courses applicable to the teacher's curriculum area (only with advance approval and not subject to the grievance procedure). Failure to request approval for tuition reimbursement prior to the start of the course(s) shall result in forfeiture of reimbursement for the course(s) in question. If, due to circumstances beyond the individual's control, the individual is prevented from requesting approval prior to enrollment, said approval shall not be unreasonably denied.
- 2. Applicable only to contracted, full-time employees who are not on sabbatical or any other extended leave of absence are eligible for tuition reimbursement.
- 3. Successful completion of the course and attainment of a letter grade of "B" or better in accordance with the standards of the college or university at which the course was completed;
  - a. If the course is offered as a pass/fail course, the employee must pass the course in order to be eligible for tuition reimbursement;

- b. Courses in which a grade of incomplete has been received may be reimbursed the following year upon submission of a grade of “B” or better.
  - c. On site, internet and/or video courses must be from an accredited college or university and must be approved by the Superintendent or his/her designee.
- 4. Teachers may be reimbursed for no more than twelve (12) graduate credits taken in any one contract year; July 1st—June 30th.
- 5. Reimbursement shall be at the rate of one half the actual per credit rate for the course(s) taken, not to exceed one-half of the resident graduate rate at Rutgers University.
- 6. Approved undergraduate courses shall be reimbursed at the rate of one-half the tuition paid, not to exceed the rate paid for graduate courses as described in F.5., above.
- 7. Reimbursement shall be made one time per employee, after the conclusion of each semester, provided the individual has complied with the procedures indicated above and upon submission of the following proofs:
  - a. An original and one copy of (i) a school report card, transcript or letter attesting to attendance and grade (on school letterhead) as proof of course completion and grade and (ii) a bursar’s form indicating the cost per credit; (iii) initial course approval form with signatures and (iv) a request for reimbursement form.
  - b. The District will not accept credit card receipts or canceled checks as proof of payment.
- 8. Failure to comply with these procedures shall result in payment being delayed until the conclusion of the following semester.
- 9. Should the employee voluntarily leave employment prior to his/her contractual commitment being fulfilled, the employee shall repay the cost of the tuition paid on his/her behalf by the District.
- 10. For employees hired on or after July 1, 2020, in order to count toward horizontal guide movement under Schedule A, the course taken must be eligible to earn undergraduate or graduate degree credits in the institution through which the course is offered.
- B. Nurses shall be granted Continuing Education Units (CEU's) to the same extent as inservice credits as provided in “E” above (a maximum of twenty-four).

### C. **Administrative Internship Program**

The Board shall provide teachers with an opportunity to apply for inclusion in the Parsippany-Troy Hills Administrative Program.

**All applicants must have:**

1. Five (5) years experience in Parsippany,
2. The necessary supervisory, principal certification or present eligibility of same, or
3. Have completed 75% of a Masters Degree Program in administrative certification.

The necessary materials including but not limited to: a letter of intent, career aspirations, a current resumé, a copy of their principal or supervisory school transcript and copies of their final evaluations from the last three (3) years experience; must be submitted to the Assistant Superintendent of Human Resources no later than March 30th each year.

1. The number of yearly participants in the program shall not exceed four (4) in any contract year.
2. Each participant shall receive an annual stipend of \$1,500.

The purpose of this internship is not only for individuals to learn a series of tasks but to understand the level of responsibility in each administrative decision.

Upon successful completion of the internship year, each intern shall be guaranteed an interview to the level of the Superintendent for one administrative position for which the intern is a candidate. (*Codicil 5/25/05*)

A standing committee comprised of central office, building level and supervisory administrators will review applications and interview candidates for the program.

The standing committee shall review the effectiveness of this program annually and make recommendations for modifications or continuance.

D. New Teacher Mentor stipend (K-12) \$550. For purposes of this provision a new teacher shall be defined as an individual who has not previously taught in the Parsippany-Troy Hills School District and those new employees who have taught in other districts for less than three years.

## ***ARTICLE XIX***

### **NON-PROFESSIONAL DUTIES**

Teachers who are assigned hall duty shall receive credit for pupil contact. 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.

**ARTICLE XX**

**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 XXI**

**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 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.
- F. The Board will provide a 4/5ths teaching position for Association President at full salary and benefits.

- G. A total of four (4) days per year per three-year contract without loss of pay shall be granted to the Association President and/or his/her designee to attend hearings, meetings, or other events that pertain to Association business with the Board of Education. Such Association days shall be available for a full day or one-half day usage. One full (or if applicable one-half) of the aforesaid Association days shall be charged for each Association representative attending such events and shall be deducted from the total days allocated. For example, two representatives attending one event shall use up two Association days, leaving two days available for the rest of the year.

***ARTICLE XXII***  
***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, and delivered within seventy-five days of date of signing.
- E. **Posting of Vacancies** — all vacancies for either unit positions or positions of a promotional nature shall be posted in each building in accordance with the following procedures:
1. notices shall be posted for at least five (5) school days,
  2. each notice shall include the position classification, effective date, location and qualifications,
  3. during the months of July and August the Board shall not be required to post vacancies,
  4. All postings shall occur prior to or simultaneously with any other advertisement for the position except in cases of emergency and/or extenuating circumstances.
  5. The Association President shall receive a copy by email of each notice of vacancy.

6. All positions shall be placed on the web-site operated by the Board:  
<http://www.pthsd.k12.nj.us>
- F. Teachers shall be compensated pursuant to NJOMB guidelines for the use of their own automobiles on authorized school business and travel between schools. All travel requests for employees of the district shall be made in accordance with District Travel Procedures. Travel reimbursement will be paid only upon compliance with NJAC 6A:23A-7 as stated in the Board's procedures.
- G. The Board hereby grants to the Association the right to eighty-five percent (85%) representation fee in lieu of regular membership dues in accordance with Chapter 477, Public Laws of 1979.
- H. Procedures for summer workshops shall be implemented in accordance with Appendix II.
- I. Health and Safety — The Board of Education agrees to provide a healthy and safe environment, within the limits of its control, for all staff and students. Staff members shall immediately bring concerns regarding matters of health and safety to the attention of their principal or supervisor.

**ARTICLE XXIII**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of, **July 1, 2018** and shall continue in effect until, **June 30, 2021** 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.

<b>BOARD OF EDUCATION OF PARSIPPANY-TROY HILLS</b>	<b>PARSIPPANY-TROY HILLS EDUCATION ASSOCIATION</b>
	
<i>Frank A. Neglia, President</i>	<i>Joseph Kyle, President</i>
8/25/20	9/1/20
<i>Date</i>	<i>Date</i>
	
<i>Robin C. Tedesco Business Administrator/ Board Secretary</i>	<i>Erica Engfer Pizza, Secretary</i>
8/25/20	9/1/20
<i>Date</i>	<i>Date</i>

***PROVISIONS***  
***SCHEDULE A***  
**PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS**  
**TEACHERS-NURSES SALARY GUIDE**  
**2018-2021**

1. Unlimited years of educational 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. 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 credit. (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 B.A. + 30 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 B.A. + 60 level.

An earned Doctorate degree shall be required to advance to the Doctorate level.

**In accordance with Article XVIII - E**

4. **Longevity** — teachers shall receive the following longevity payments based upon consecutive years of service to the district:

<b>After</b>	<b>2018-2021</b>
fifteen (15) years	\$2,430
twenty (20) years	\$3,205
twenty-five (25) years	\$3,605
thirty (30) years	\$4,480

5. Sick Leave Pay Upon Retirement

- A. Any tenured teacher having been employed by the Board of Education shall be eligible for sick leave pay provided the teacher submits written certification of retirement to the Superintendent of Schools on the appropriate form (Appendix I) within twelve (12) months of a July 1 date of retirement, but not later than February 1 preceding July 1 of the year in which retirement will occur.
- B. Requests for retirement with sick leave pay effective on a date other than July 1 shall be considered on a case-by-case basis and shall be granted only in the event of unanticipated emergency circumstances, such as illness and personal family welfare.
- C. Approval of requests for retirement shall be made by the Board of Education within one (1) month of submission of the request and shall be binding upon the teacher with the Board of Education save harmless to continue employment beyond the effective date of retirement.
- D. Sick leave pay shall be computed at the rate of one (1) days pay for every three (3) days of accumulated sick leave credited to the teacher as of June 30 prior to retirement date if the total number of days is **two hundred (200) or more**. One (1) days pay for every four (4) days of accumulated sick leave shall be computed if the total is **less** than two hundred (200) days. Teachers whose employment with the Parsippany-Troy Hills Schools commences with the 1993-94 school year and thereafter, and those with fewer than 15 years of service in the district shall be computed at the rate of one (1) days pay for every five (5) days of accumulated sick leave credited as of June 30, prior to retirement.
- E. The daily rate of pay for computation of sick leave pay shall be based on 1/184 of the annual salary (including longevity) being received at the time of retirement.
- F. The ten (10) days of sick leave to which a teacher is entitled during the final school year shall first be used in charging sick leave during the final year of employment.
- G. If the teacher uses any of the accumulated sick leave designated in "D" above during the final year of employment his/her retirement allowance shall be adjusted in accordance with the entitlement rate designated in "D" above.
- H. This benefit is separate and distinct from base salary and shall not be included in computations for pension benefits.
- I. The sick leave pay benefit shall be paid in equal monthly installments commencing one (1) month after approval of retirement by the Board of Education; or a lump sum payment in the last month of employment. The teacher may elect to defer payment for a maximum of two (2) years.
- J. Accrued sick leave pay benefits shall be paid to the surviving spouse and/or minor children or estate in the case of death of an employee.

**SCHEDULE A**  
**SALARY GUIDES**  
**2018-2019**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45/MA</b>	<b>BA+60/MA</b>	<b>PHD</b>
<b>1-2</b>	53,350	55,750	57,050	61,580	62,950	63,750
<b>3</b>	54,150	56,550	57,850	62,380	63,750	64,550
<b>4</b>	54,950	57,350	58,650	63,180	64,550	65,350
<b>5</b>	55,760	58,160	59,460	63,990	65,360	66,160
<b>6</b>	57,250	59,650	60,950	65,480	66,850	67,650
<b>7</b>	58,925	61,325	62,625	67,155	68,525	69,325
<b>8</b>	60,875	63,310	64,590	69,140	70,540	71,285
<b>9</b>	62,975	66,840	68,065	71,205	72,575	73,375
<b>10</b>	65,295	69,620	71,620	73,520	74,895	75,740
<b>11</b>	67,615	72,705	73,145	75,845	78,645	79,445
<b>12</b>	70,225	75,795	76,995	79,960	83,275	83,605
<b>13</b>	72,955	79,005	80,950	85,035	88,015	89,315
<b>14</b>	75,885	81,935	83,875	87,110	90,950	91,615
<b>15</b>	78,885	84,935	86,880	90,110	93,945	95,150
<b>16</b>	82,490	88,540	90,485	93,715	97,550	98,750
<b>17</b>	83,890	89,940	91,885	95,115	98,950	100,150

**2019-2020**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45/ MA</b>	<b>BA+60/ MA</b>	<b>PHD</b>
<b>1</b>	53,995	56,395	57,695	62,225	63,595	64,395
<b>2-3</b>	54,795	57,195	58,495	63,025	64,395	65,195
<b>4</b>	55,595	57,995	59,295	63,825	65,195	65,995
<b>5</b>	56,395	58,795	60,095	64,625	65,995	66,795
<b>6</b>	57,825	60,225	61,525	66,055	67,425	68,225
<b>7</b>	59,475	61,875	63,175	67,705	69,075	69,875
<b>8</b>	61,425	63,880	65,140	69,690	71,090	71,835
<b>9</b>	63,425	67,290	68,515	71,655	73,025	73,825
<b>10</b>	65,725	70,050	72,050	73,950	75,325	76,240
<b>11</b>	68,125	73,215	73,655	76,355	79,155	79,955
<b>12</b>	70,625	76,195	77,395	80,360	83,675	84,005
<b>13</b>	73,445	79,495	81,440	85,525	88,505	89,805
<b>14</b>	76,365	82,415	84,355	87,590	91,430	92,095
<b>15</b>	79,385	85,435	87,380	90,610	94,445	95,650
<b>16</b>	82,490	88,540	90,485	93,715	97,550	98,750
<b>17</b>	84,890	90,940	92,885	96,115	99,950	101,150

**2020-2021**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45/ MA</b>	<b>BA+60/ MA</b>	<b>PHD</b>
<b>1</b>	55,225	57,625	58,925	63,455	64,825	65,625
<b>2</b>	56,025	58,425	59,725	64,255	65,625	66,425
<b>3-4</b>	56,825	59,225	60,525	65,055	66,425	67,225
<b>5</b>	57,625	60,025	61,325	65,855	67,225	68,025
<b>6</b>	58,625	61,025	62,325	66,855	68,225	69,025
<b>7</b>	60,125	62,530	63,825	68,355	69,725	70,525
<b>8</b>	61,825	64,300	65,540	70,090	71,490	72,235
<b>9</b>	63,870	67,735	68,960	72,100	73,470	74,270
<b>10</b>	66,230	70,555	72,555	74,455	75,830	76,825
<b>11</b>	68,690	73,780	74,220	76,935	79,720	80,520
<b>12</b>	71,250	76,820	78,020	80,985	84,300	84,630
<b>13</b>	73,910	79,960	81,905	85,990	88,970	90,270
<b>14</b>	76,670	82,720	84,660	87,895	91,735	92,400
<b>15</b>	79,530	85,580	87,525	90,755	94,590	95,795
<b>16</b>	82,490	88,540	90,485	93,715	97,550	98,750
<b>17</b>	86,090	92,140	94,085	97,315	101,150	102,350

**EXTRA RESPONSIBILITY COMPENSATION**

**A. Stipends for Extra Services**

All of the following shall work a teacher's calendar plus three additional days: High School Coordinators of Guidance, Athletics, and Student Activities, Lead Teachers and Management Team Leaders. 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 Board of Education. Those employed shall be notified by June 1st. Anyone who is employed to work an additional month, twenty-two (22) days receives 1/10 of their basic teacher's pay as compensation for services rendered, or 1/184 per diem.

**1. Guidance Coordinators**

**2018-2021**

High School	\$7,024
Middle School	\$6,238

**Athletic Coordinators**

High School (released time)	\$7,024
Middle School	\$6,015

**Student Activities Coordinator**

Middle School	\$6,015
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**Bursar**

Middle School	\$2,130
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**Lead Teachers**

High School	\$7,024
Middle School	\$6,232

**Computer Liaisons**

Middle School	\$7,024
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**Building Web Masters**

\$1,567

**Management Team Leaders**

\$6,834

**2. Special Services Summer Work**

Social Workers, Learning Disabilities Teacher-Consultants, Psychologists and Nurses employed during the summer months for Special Services Department work shall be compensated at the rate of 1/184 teacher's calendar work year per diem.

### 3. Inservice Course Design

All teachers who design new inservice courses shall receive payment for the design work. All teachers who deliver instruction of inservice courses outside of the contractual day shall receive payment for such instruction. Payment shall be equal to the rate of compensation provided by the Board for curriculum writing and revision.

#### **EXTRA RESPONSIBILITY ACTIVITIES**

- A. A standing committee shall be established by the Board and Association to review, on a semi-annual basis, the extra responsibility assignments performed within the district. This committee shall be comprised of three members selected by each of the parties (total membership - six). This committee shall make recommendations concerning the addition or continuation of activities for stipends. The parties agree to meet to mutually adjust the Co-curricular stipends (including coaching) for the purpose of establishing an equitable distribution of time/compensation/responsibilities across all available stipends. At the conclusion of this joint activity, the parties shall execute a side bar to this Agreement, if necessary.
- B. The compensation for any extra responsibility assignment shall be negotiated by the Board and Association in accordance with Chapter 269, PL 1989 and shall be part of this Agreement.
- C. If during the term of this Agreement new activities are created for which a stipend is to be offered, such stipend shall be negotiated between the Board and Association prior to the position being offered to any unit members.
- D. All vacancies in extra-curricular positions shall be publicized in accordance with the procedures set forth in Article XXII E1-6 including a description of the responsibilities of the position.
- E. If the Board is unable to employ a qualified person from within the bargaining unit, the Board shall seek qualified candidates from outside the district. Should the Board not be able to employ a qualified candidate through use of this procedure it shall meet with the Association to discuss alternatives to involuntary assignments which may include a monetary incentive.
- F. The activities conducted at the senior high school and elementary schools will be determined as defined below. The activities in the middle schools shall be determined by in-school committees.

- G. No staff member shall be arbitrarily dismissed or non-renewed from an extra-responsibility or coaching assignment.
- H. In the event that a hired coach, whose services are no longer required due to insufficient participants and whose season is canceled as a result, the following procedures shall be followed:
  - 1. Any coach may be reassigned to assist other coaches. However, specific approval of the Assistant Superintendent of Human Resources, based upon the recommendation of the Supervisor of Athletics and the building principal shall be required. Said coach shall receive their full contracted stipend.
  - 2. Any coach not recommended for coaching reassignment prior to the start of the season, as a result of insufficient participants, shall be guaranteed 40% of his/her contracted stipend. Additionally, this coach shall be offered a variety of athletic chaperone activities such as but not limited to: chaperoning for away contests, chaperoning for single coach activities (tennis, CC, etc.) chaperoning home events or providing crowd control responsibilities. Said coach shall be given preference over those previously assigned to these duties until the difference in stipend is accrued.
  - 3. Any coach not recommended for coaching reassignment whose program is curtailed after the season has begun, including practices, as a result of insufficient participants, shall receive 60% of their contracted stipend. Coaches in this instance shall also be offered alternative responsibilities as mentioned in #2 above until the difference in the stipend is accrued.

The Board of Education will make funding available for extra-curricular activities as defined below. (See following tables)

**MIDDLE SCHOOL**

	<b>2018-2021</b>
Pool Increased to	\$27,874
Chaperones Per Event	\$51

**ELEMENTARY STIPENDS**

	<b>2018-2021</b>
Available Per School	\$3507

**Activities List**

	<b>2018-2021</b>
<u>Expressive Reading Coaches</u>	<u>\$285</u>
<u>Instrumental Ensemble</u>	<u>285</u>
<u>Jr. Great Books</u>	<u>285</u>
<u>K-Kids</u>	<u>285</u>
<u>School Play/Musical</u>	<u>285</u>
<u>Safety Patrol</u>	<u>285</u>
<u>Vocal Ensemble</u>	<u>285</u>
<u>Student Council</u>	<u>285</u>
<u>Chaperones</u>	<u>40</u>
(max three (3) per concert)	

Not all clubs must be run at a building — in the event that the total building allocation is not expended — other activities, recommended by the B.I.C. and the building administrator may be substituted upon approval by the Association and the Board.

**December 1**—Submission of Stipends for approval

**January 15**—Approval of Lists by Board of Education

**HIGH SCHOOL STUDENT ACTIVITIES**

The Board of Education will make funding available for Co/Extra-curricular activities with a total dollar figure of \$145,700 per contract year at each High School. The High School Principal, or designee, and representatives from the Association will form a committee to allocate stipends for High School student activities/clubs. The final stipend list shall be subject to approval by the Building Principal.

**COACHING STIPENDS**

1. Coaches shall be notified of their re-employment status for their current coaching position no more than thirty days from the conclusion of their season. Renewal coaching contracts shall be submitted to the Board of Education for approval no later than the end of the school year.
2. Coaches shall receive their stipend in two equal installments in accordance with the schedule of payments published by the Business Office.
3. The Board shall reimburse head coaches for membership dues in those organizations where the membership of the coach is a prerequisite for students to participate in individual and team competition, tournaments or clinics.
4. All coaches who were in that position during their coaching experience(s) in Parsippany shall be placed on step three (3) on the coaching stipend guide.

**All new coaches as follows:**

- a. New coaches placed on **Step 1.**
  - b. 1 year experience—placed on **Step 2.**
  - c. 2+ years of experience—placed on **Step 3.**
5. Individuals who have served as a coach of a particular sport shall be entitled to longevity compensation as follows:

**After**

10 cumulative years	\$150
15 cumulative years	\$250
20 cumulative years	\$400

Compensation for coaches shall be in accordance with the attached coaching salary guide for the three years of this Agreement.

**2018-2021**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<u>Head Football</u>	<b>\$8,823</b>	<b>\$9,221</b>	<b>\$9,619</b>
<u>Head Baseball</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Basketball</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Cheerleading</u> <i>(Fall or Winter)</i>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Cross Country</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Field Hockey</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Ice Hockey</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Indoor Track</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Marching Band Director</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Soccer</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Softball</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Swimming</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Tennis</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Track</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Volley Ball</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Head Wrestling</u>	<b>\$7,135</b>	<b>\$7,535</b>	<b>\$7,931</b>
<u>Assistant Marching Band Director</u>	<b>\$6,159</b>	<b>\$6,466</b>	<b>\$6,779</b>
<u>Colorguard Coordinator</u>	<b>\$6,805</b>	<b>\$7,111</b>	<b>\$7,419</b>
<u>Golf</u>	<b>\$6,805</b>	<b>\$7,111</b>	<b>\$7,419</b>
<u>Assistant Coaches</u>	<b>\$6,159</b>	<b>\$6,466</b>	<b>\$6,779</b>
<u>Weight Room Supervisor</u>		<b>\$1,906</b>	

**2018-2021**

**Athletic Crowd Control Stipends**

<b><u>ACTIVITY</u></b>	<b><u>2018-2021</u></b>
Single Event	68
Two Multiple Events	96
Three Multiple Events	118
Wrestling/Dual Meets	102
Wrestling/Quad Meets	128
Football	128
Basketball/Varsity & JV	118
Evening Events	137

Football/Baseball/Softball/Ice Hockey

- A. Add \$25 when Athletic Director/Coordinator is not present for the event.
- B. Add \$25 when any evening event begins 30 minutes later than the scheduled time.
- C. More than one Crowd Control person may be assigned to certain games. Including, but not limited to, State Tournaments and playoff events. The Athletic Director shall make said decision.
- D. Crowd Control responsibilities shall be listed and made readily available to all staff members at all secondary schools at the beginning of each season: FALL, WINTER, SPRING. Any/all teachers at respective schools shall have first and equal opportunity to sign up for these events.

**MIDDLE SCHOOL COACHING GUIDE**

	<b><u>2018-2021</u></b>
Baseball	<b>STEP 1</b>
Basketball	\$5,669
Cheerleading ( <i>season</i> )	
Cross Country	<b>STEP 2</b>
Field Hockey	\$5,963
Soccer	
Softball	<b>STEP 3</b>
Wrestling	\$6,111



*APPENDIX I*

**CERTIFICATION OF RETIREMENT**

1. I, \_\_\_\_\_,

do hereby certify that I shall retire from service effective

\_\_\_\_\_  
*(Date)*

2. I hereby apply for sick leave pay in accordance with the negotiated provisions of the Agreement between the Parsippany-Troy Hills Board of Education and the Parsippany-Troy Hills Education Association.

3. I further certify that as of the effective date of retirement 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, than that designated in No. 1 above, the balance of any unpaid sick leave pay shall be paid at the time of my final regular pay or as soon thereafter as is possible.

5. I further agree that the sick leave pay granted shall be reduced accordingly by any amount of the accumulated sick leave used during the last year of employment.

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

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

\_\_\_\_\_  
*(School)*

*APPENDIX II*

**PROCEDURES FOR SUMMER CURRICULUM WORKSHOPS  
(SAMPLE FORM)**

1. **ALL SUMMER CURRICULUM WORKSHOPS ARE VOLUNTARY**
2. Payment for all summer workshops will be based upon the formula agreed upon in the contract.

**TOTAL WORKSHOP BUDGET** \$ \_\_\_\_\_  
 Number of Workshop Members: \_\_\_\_\_  
 Workshop Title: \_\_\_\_\_  
 Individual Pay \$-- \_\_\_\_\_ Hours: \_\_\_\_\_

3. All work shall be done in district unless otherwise agreed upon.  
**Location** \_\_\_\_\_
4. Job description and individual or group responsibilities.  
**Course Title** \_\_\_\_\_  
**Grade(s)** \_\_\_\_\_  
**Tasks:** \_\_\_\_\_

**NEW COURSE**

**REDEFINED COURSE**

Other specific tasks:

_____ Simple Course Outline	_____ Simple Course Outline
_____ Complete Course Outline	_____ Complete Course Outline
_____ Course Objectives	_____ Course Objectives
_____ Course Proficiencies	_____ Course Proficiencies
_____ Suggested Course Activities	_____ Suggested Course Activities
_____ Resource List	_____ Resource List

5. **Dates of Workshop**

FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
 TEACHER/  
 SUPERVISOR: \_\_\_\_\_

OR

BOARD REPRESENTATIVE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

***SUMMER WORKSHOPS***

1. All summer workshop opportunities shall be posted by the Board of Education throughout the district. These postings shall include dates and timelines.
2. Departmental tasks and requirements shall also be posted in the Department offices and the teachers' lounges.
3. Teacher volunteers shall meet with the Supervisors to discuss the workshop requirements.
4. Following selection of participants by the Board of Education, groups will meet with the appropriate supervisors to work out final details.
5. Teachers and appropriate supervisors will sign the summer workshop agreement as provided herein.

Teacher's compensation shall be at the following rate of pay per twenty (20) hour project:

2018-2021
\$820.00 (41.00/hr.)

*APPENDIX III*

**PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS**

**FAMILY ILLNESS ABSENCE REPORT FORM**

(to be completed upon return from an absence due to Family Illness)

On \_\_\_\_\_ I was absent from  
work  
*Date(s) of absence*

due to a “serious illness in my family” as provided in Article XI. D. of the  
Collective Bargaining Agreement.

\_\_\_\_\_  
**Name (PRINT)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Original - Personnel    Copy - Building    Copy - Employee



*Notes*



*Notes*



*Notes*

*Date Adopted: September 17, 2019*

*Printed: August 2020*