

**PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS  
SUPERINTENDENT'S BOARD OF EDUCATION BULLETIN**

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Number 1

July 13, 2016

**MISSION STATEMENT**

*The mission of Parsippany-Troy Hills School District is to provide effective instruction in all program areas, to develop the learning potential of all students in the district, to build skills for a lifetime of learning, and to develop a feeling of self-worth and confidence that will allow students to become productive members of society.*

*To accomplish this mission, Parsippany-Troy Hills School District is committed to a system which recognizes principals, supervisors and directors as instructional leaders and empowers members of the teaching staff to become partners in the development of curriculum and refinement of instructional strategies. The Board of Education also seeks the involvement of parents and members of the community as participants in a partnership to promote quality education. The result of this collaboration is to produce effective learners who can cope with the demands of an ever-changing society.*

*Furthermore, we are dedicated to achieving a spirit of humaneness as students involve themselves in school activities as well as contributing to the well being of the community. To achieve these ends, the Board of Education also supports a continuous program of staff development for all employees as means of developing the most effective curriculum and instruction for all our students.*

*Date Adopted: 7/6/89*

**Public Comments**

In an effort to align our meeting practices with those of the Township and to insure an orderly meeting, effective this evening the following guidelines must be adhered to for all of those who wish to speak during the public comment section of tonight's meeting and all future meetings:

1. Each person must sign in and will have three minutes to speak to the Board.
2. Each person must address the presiding officer.
3. Each person must recognize the authority of the presiding officer and end his or her comments at the end of three minutes.
4. After everyone who wishes to speak has had that opportunity to do so, a person may speak one more time to the Board for one minute.
5. Please note that we have included copies of Board of Education Bylaw 0167 – Public Participation in Board Meeting which detail the Board's expectations and guidelines for addressing the Board of Education.

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The following motions are non-controversial, a matter of routine business and will be voted on by one motion:

**ITEMS FOR DISCUSSION**

1. **Appointment – Assistant Superintendent of Human Resources** **APPOINT** **A**

**ASST SUPT HR**

BE IT RESOLVED that the Parsippany-Troy Hills Board of Education, upon the recommendation of the Superintendent of Schools, approve Robert Sutter, Ed.D. for the position of Assistant Superintendent of Human Resources. Dr. Sutter will receive a salary of \$155,000 plus those benefits contained in the contract for the position effective September 13, 2016, or sooner, through June 30, 2017 as approved by the County Superintendent of Schools.

2. **Employment – Interim Assistant Principal/Athletic Director – PHS** **INT** **B**

**ASST PRIN/AD PHS**

BE IT RESOLVED that the Board approve Mario Diez as the Interim Assistant Principal/Athletic Director at Parsippany High School at a rate of \$600.00 per day for the 2016-2017 school year, effective August 1, 2016 through June 30, 2017.

3. **Boiler Replacement** **BOILER**  
**REPLACEMENT**

WHEREAS, The Board of Education of Parsippany-Troy Hills Township Schools in the County of Morris, New Jersey (the “Board”), desires to proceed with a school facilities project consisting generally of:

Boiler Replacement at Lake Parsippany Elementary School  
Boiler Replacement at Lake Hiawatha Elementary School  
Boiler Replacement at Central Middle School

**WHEREAS**, the Board now seeks to take the initial steps in order to proceed with the Project:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of The Parsippany-Troy Hills Township Schools in The County of Morris, State of New Jersey, as follows:

Section 1. In accordance with the requirements of Section 6A:26-3 of the New Jersey Administrative Code, the Board hereby approves the Schematic Plans prepared in connection with the Project and the Board further authorizes the submission of same to the Morris County Superintendent of Schools and the New Jersey Department of Education for approval. This project is designated “Other Capital” and the Board is not seeking state funding.

Section 2. The Board hereby authorizes the amendment to its Long-Range Facilities Plan in order to reflect the proposed Project.

Section 3. The School Administration and such other officers and agents of the Board as are necessary, including the Board attorney, bond counsel and architect, are hereby authorized to perform such other acts, to execute such other documents and to do such other things as are necessary to implement the determinations of the Board set forth in this resolution. Including the submission of Information to the New Jersey Department of Education as applicable to the proposed Project.

Section 4. This resolution shall take effect immediately.

4. **Substitute Staffing Services**

**SUB STAFFING**

**WHEREAS**, pursuant to the approval of the Department of Community Affairs, Division of Local Government Services, the Parsippany Troy-Hills Board of Education authorized and issued a request for proposals entitled "Substitute Staffing Services, RFP 06-29-16" to engage a firm to provide services to manage the substitute staffing needs of the District; and

**WHEREAS**, after consideration of the proposals received in response to the RFP, the Board's Administration has recommended an award of a contract to Source4Teachers as the responsible proposer whose response was most advantageous to the District, price and other factors considered;

**NOW THEREFORE, BE IT RESOLVED**, that the Parsippany Troy-Hills Board of Education accepts the proposal of Source4Teachers dated June 29, 2016 for the full-service management of substitute staff; and be it

**FURTHER RESOLVED**, that the Board President and the Board's Business Administrator/Board Secretary are authorized and directed to execute an appropriate form of contract embodying the terms of the RFP and Source4Teachers proposal, upon approval of the form of same by the Board Attorney.

**Board of Education**  
**PARSIPPANY-TROY HILLS TOWNSHIP**  
Morris County, New Jersey

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**EMPLOYMENT CONTRACT**  
**Assistant Superintendent of Human Resources**

THE BOARD OF EDUCATION OF THE PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT IN THE COUNTY OF MORRIS (hereinafter “Board”) and Robert S. Sutter, Ed.D. hereby enter into this Employment Contract for the school year 2016-17

**EMPLOYMENT**

1. The Board hereby employs Robert S. Sutter, Ed.D. (hereinafter the “Employee”) as Assistant Superintendent of Human Resources for the period September 30, 2016, or sooner, through June 30, 2017 at an annual salary of One Hundred and Fifty-Five Thousand Dollars \$155,000 (prorated). This salary will be paid semi-monthly (or on the nearest working day if these dates fall on holidays or weekends) in equal installments in accordance with the Board’s regular payroll schedule. Under no circumstances will the Board make payroll advances other than for vacation periods.

**SALARY DEDUCTIONS**

2.
  - a. The following compulsory deductions will be made from the Employee’s paycheck: Federal Income Tax; State Income Tax; F.I.C.A. (Social Security); the New Jersey Teachers Pension and Annuity Fund, and New Jersey Unemployment Insurance.
  - b. The following optional deductions will be made from the Employee’s paycheck upon written authorization by the Employee: United Way; Credit Union; Tax Shelter Annuities and such other deductions approved by the Board.

**WORK DAY**

3.
  - a. The workday for the Employee shall be similar to other administrative personnel except that it is understood that the Employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

## **PERFORMANCE**

4. The Employee agrees to faithfully perform the duties of his position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies, and directives.

## **VACATION**

5.
  - a. The Employee's work year shall be 260 days, less paid holidays and vacation time as provided herein.
  - b. Employee shall be entitled to twenty-two (22) paid vacation days per school year.
  - c. Any vacation leave accrued during the contract year, but which the employee cannot take due to business demands may be carried over for use in only the next succeeding contract year.
  - d. Upon separation from service, the Assistant Superintendent shall be paid for all unused accumulated vacation days at the Assistant Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. The maximum payment for earned but unused vacation time under this provision shall be limited to thirty-seven (37) days, representing a full year's allocation of twenty-two (22) vacation days plus an additional maximum of fifteen (15) vacation days which may have been carried over as unused from the prior school year.
  - d. Any accrued vacation leave that cannot be taken as a result of a state of emergency declared by the Governor may be carried over and/or compensated in accordance with a plan to be established by the Board in accordance with *N.J.S.A. 18A:30-9.1*.
  - e. In figuring vacations, Saturdays, Sundays, and legal holidays shall not be counted.
  - f. In any year in which the Employee retires or resigns, vacation days earned shall be prorated for that year based upon number of days worked.
  - e. If the Employee dies while employed by the Board, his beneficiaries/estate shall be paid for any accumulated unused vacation days to which the employee was entitled at the time of death.

## **HOLIDAYS**

6.
  - a. The Employee shall be entitled to time off with pay pursuant to the holiday schedule published and distributed annually.
  - b. In addition, the Employee will be entitled to such other days off with pay as are established in the Administrative calendar, as published and distributed annually.

## **PERSONAL LEAVE**

7. a. The Employee shall be entitled to three (3) personal leave days with pay per year. Unused personal leave days may be converted to sick days for use and/or accumulation as provided herein.
- b. Employee shall receive six (6) days per year for family illness or bereavement leave.

## **SICK LEAVE**

8. a. Sick leave is hereby defined to mean the absence from the Employee's post of duty because of personal disability due to illness or injury.
- b. The Employee shall be entitled to fifteen (15) sick days per year with pay.
- c. Unused sick days shall be accumulated and may be carried over from year to year.
- d. If the Employee retires from his position with the Board and retires from a State administered or locally administered retirement system, the employee shall be entitled to receive supplemental compensation for accumulated unused sick leave not to exceed \$15,000. Supplemental compensation for sick leave shall be paid as follows:

Accumulated sick leave pay shall be payable at a rate of one day's pay for each two days of accumulated sick leave to be payable at a per diem rate of 1/260 at the employee's then current salary.

## **INSURANCE AND MEDICAL BENEFITS**

9. The Employee shall be entitled to the following insurance benefits:
  - a. Medical, dental, prescription drug, vision care, and related coverage for the Employee and eligible dependents as provided by the Board.
  - b. The Employee shall contribute towards the total health care premium cost or periodic charge for health insurance in accordance with the Pension & Health Benefit Reform Act, P.L. 2011, c. 78.
  - c. Group Disability Insurance Coverage Plan (Long Term Disability) and Accidental Death and Dismemberment Policy in accordance with the plan maintained by the Board.

- d. On an annual basis an individual who is eligible for such coverage may elect to waive receipt of benefits. Should the Employee so choose to “opt out” of the foregoing benefits, he/she shall be entitled to receive compensation as follows:

PPO Family \$3,000 or PPO husband/wife \$2,000

- e. Any improvements in insurance benefits for other Board Employees that may be offered during the life of this contract will be extended to the Employee on the same basis as made available to other employees.

### **PROFESSIONAL MEMBERSHIP/CONFERENCES/PROFESSIONAL DEVELOPMENT**

- 10. a. The Assistant Superintendent of Human Resources shall be entitled to membership annually, at the Board’s expense, for professional dues in one local, one state, and one national association. The Board may, at its sole discretion, provide the Assistant Superintendent of Human Resources with additional paid memberships in other additional organizations.
- b. The Assistant Superintendent of Human Resources shall be reimbursed by the Board for all expenses incurred for his attendance at one (1) state conference and one (1) National conference during the term of this agreement. Approval for such attendance shall be upon the recommendation of the Superintendent of Schools, and as approved by the Board. Reimbursement or payment for all expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies.

### **MISCELLANEOUS PROVISIONS**

- 11. The provisions of this contract continue in effect beyond the termination date as the policy of the Board, unless and until any provisions are modified by formal action of the Board of Education.
- 12. Employee shall be entitled to tuition reimbursement for up to 12 credit hours per year based on the actual tuition paid by the employee. Up to \$400.00 per year shall be reimbursed for expenses/fees incurred related to said course work upon presentation of documentation of such expenses.
- 13. This contract is terminable upon sixty (60) days written notice by either party subject to the applicable provisions of the laws of the State of New Jersey.

14. If during the term of the Employment contract it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the Employment Contract not affected by such a finding shall remain in full force.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

**FOR THE BOARD**

**ASSISTANT SUPERINTENDENT  
OF HUMAN RESOURCES**

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Frank A. Neglia, President

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Robert S. Sutter, Ed.D., Employee

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Robin Tedesco  
Business Administrator/Board Secretary

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Date

Data/Contracts/AsstSupt HR 16-17

Robert S. Sutter, Ed.D., Assistant Superintendent of Human Resources  
2016-2017

**Board of Education  
PARSIPPANY-TROY HILLS TOWNSHIP**

Morris County, New Jersey

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EMPLOYMENT CONTRACT

INTERIM ASSISTANT PRINCIPAL/ATHLETIC DIRECTOR  
PARSIPPANY HIGH SCHOOL

It is agreed between the PARSIPPANY-TROY HILLS BOARD OF EDUCATION (“The Board”) and Mario Diez (“Mr. Diez”) that the Board hereby engages and retains Mr. Diez as Interim Assistant Principal/Athletic Director of Parsippany High School.

The period of this agreement will begin as of **August 1, 2016 and ends on June 30, 2017**, unless sooner terminated as indicated hereafter. This agreement may be terminated sooner by the mutual written agreement of the parties, or upon 60 calendar days written notice without cause by either party.

During the period of this agreement, Mr. Diez will act as the Interim Assistant Principal of Parsippany High School and agrees to faithfully perform the duties of the position of Interim Assistant Principal/Athletic Director as set forth in the Board’s job description for the position, a copy of which is attached hereto and made a part hereof, and in accordance with all applicable laws, regulations, policies and directives.

Mr. Diez will perform the services of Assistant Principal/Athletic Director of Parsippany High School on a per diem basis on all work days required for administrators as set forth on the District’s *Administrative and 12-month Secretary Calendar*, at the rate of Six Hundred Dollars (\$600.00) per day, payable bi-weekly. For purposes of this Agreement, a day will include night meetings as scheduled.

It is understood that the aforesaid payments are subject to any and all deductions required by law.

Mr. Diez agrees that he is not entitled to receive any benefits other than the per diem payment during the term of this Agreement.

Mr. Diez holds all valid certificates and any other items required by the laws of the State of New Jersey, if necessary, for the position of high school principal and represents that they are in full force and effect.

The Board shall carry appropriate liability insurance, so as to indemnify and provide a legal defense for Mr. Diez should any civil action arise against him in connection with an act or omission arising out of and in the course of the performance of his duties with the Board.

Mr. Diez hereby accepts the position here described and undertakes that he will faithfully do and perform his duties under this position and will observe and enforce the rules and regulations prescribed for the government of the school by the Board of Education.

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Employment Contract effective on the day and year first above written.

ATTEST:

PARSIPPANY-TROY HILLS BOARD OF EDUCATION

By: \_\_\_\_\_  
Frank A. Neglia  
Board President

By: \_\_\_\_\_  
Mario Diez  
Interim Assistant Principal/  
Athletic Director  
Parsippany High School

By: \_\_\_\_\_  
Robin Tedesco  
Secretary to the Board

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_