

**AGREEMENT**  
**BETWEEN**  
**LACEY TOWNSHIP BOARD OF EDUCATION**  
**AND**  
**LACEY TOWNSHIP CHILD STUDY TEAM ASSOCIATION**  
**JULY 1, 2021 TO JUNE 30, 2024**  
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**Agreement Between**  
**The Lacey Township Child Study Team Association and**  
**The Lacey Township Board of Education**

The negotiating teams for the above-captioned parties, having reached a tentative settlement for a successor Collective Negotiations Agreement as set forth below, shall recommend the terms of this Memorandum to the full Board of Education and the Association's general membership, and this memorandum shall be subject to ratification by the Board and the Association's general membership.

1. Term of Agreement: July 1, 2021 to June 30, 2024.
2. All terms and conditions of the prior collective negotiations agreement shall remain unchanged except as expressly modified herein. All negotiations proposals not listed in this Memorandum are dropped.
3. All dates involving the length of the contract shall be modified to conform to the above duration of agreement.

**4. Article 1 Recognition**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel whether under Contract, on leave, employed or to be employed by the Board as full time and/or part-time employees; including:

1. Child Study Team Members
  - A. School Psychologists
  - B. Learning Disabilities Teacher Consultants
  - C. Social Workers

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to Lacey Township Child Study Team Association as above defined.

**5. Article 2 Negotiation of Successor Agreement**

A. The Parties agree to enter into collective negotiation over a successor agreement in accordance with the New Jersey Employees/Employer Relations Act, in good faith effort to reach agreement on all matters concerning the-terms and conditions of employment. Such negotiations shall begin no later than January 14 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

B. 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.

C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter- proposals. Each Party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either Party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, the employee will suffer no loss in pay.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement 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 employee benefit existing prior to its effective date.

F. Parties mutually agree to maintain the existing level of professional relations between the Association and the Board to provide a continuum of services for our students during and at the conclusion of negotiations.

## 6. Article 3 Grievance

A. Definition-The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or state law affecting a member or a group of members.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

1. Filing a grievance - A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within fifteen (15) school days of the happening of the event.

2. Failure to communicate a decision - Failure at any step to communicate the decision of a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer, which is unsatisfactory, within the specified time limitations, shall be deemed to constitute an acceptance of such response as disposition.

3. Informal attempt to resolve a complaint - An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent and, in such event, if the problem is not resolved to the satisfaction of the Association within seven (7) school days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One: Immediate Superior - If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) school days, he shall set forth his grievance in writing to the immediate superior, specifying:

- a. the nature of the grievance
- b. the nature and extent of the injury, loss or inconvenience
- c. the result of the previous discussion

d. his dissatisfaction with decisions previously rendered

The immediate superior shall communicate his decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5. Level Two: Superintendent of Schools - The grievant, no later than seven (7) school days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

6. Level Three - Board of Education - If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within twenty-five (25) school days of receipt of the grievance by the Board.

#### 7. Level Four - Arbitration

(a) If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the receipt of the request for review of the grievance or after the aforementioned board meeting review, the grievant may request in writing to the Association that the Association submit his grievance to arbitration within fifteen (15) school days after receipt of a request by the grievant.

(b) Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the Association may make a request for a list of arbitrators to the American Arbitration Association, PERC. The parties shall then be bound by the rules and procedures of the-American-Arbitration-Association or PERC.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding on the parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.

(d) In the event of arbitration, the costs of the arbitrator's services shall be-shared by the parties, and each of the parties shall bear their own costs.

#### 7. Article 4 Employee Employment

A. Each newly hired CST member shall be placed on the CST salary guide. Any CST member who has worked ninety (90) days of any school year shall be given full credit for one school year of service towards the next increment step for the following year, this, however not affecting the length of service required to attain tenure status or seniority.

B. CST members shall be notified of their contract salary status for the ensuing year in accordance with the terms of Title 18A and the CST members shall respond to such notice in accordance with the same statute.

C. Placement and assignment are made with the primary concern for the needs of the students.

D. Insofar as possible, all CST members shall be given written notice of their case loads and building assignment for the forthcoming year as near to June 1st as possible but not later than August 1st. The CST member's work schedule may be changed after August 1st with written notification to said employee and the Association President. CST members affected will be afforded a conference by the Director of Special Service and/or designee prior to the change to explain the reasons for such change.

E. The Parties recognize that change in assignment in the elementary school, changes in assignments in high school/middle school and transfers between schools may be necessary. Such transfer and change of assignment will be attempted on a voluntary basis whenever possible. No transfer or change in assignment shall be made without Director of Special Services and his/her designee holding a prior conference with the employee.

F. The Superintendent shall communicate known vacancies to the CST members.

## **8. Article 5 Employee Rights**

### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a fully elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that the board will not discriminate against any employee by reason of membership in the Association with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiation with the Board or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee or to deny or restrict to the Board such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### **C. Criticism of Child Study Team Employees**

Any criticism by a supervisor or Board member of a Child Study Team employee shall be made in confidence and not in the presence of employees, parents, students or at a public gathering.

Any complaints regarding an employee made to a supervisor or Board member that may adversely affect the employee must be reduced in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association of legal counsel at any meeting or conferences regarding such complaint.

## **9. Article 6 Association Rights and Privileges**

A. The Board agrees to furnish to the Association the agenda and minutes of all public Board meetings and, upon reasonable requests from time to time, all available information concerning the educational program and the financial resources of the District including but not limited to; class size, number of specialists, annual financial reports, census data, group employee/employees insurance premiums and all other data in the public domain.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building shall be notified in advance of the time and place of all such meetings. Approval shall be required from the Building Principal, which shall not unreasonably be withheld.

C. The Association shall have the right to use the school facilities and equipment (excluding the Board Secretary and District Offices and equipment), including duplicating equipment, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, but providing that no equipment is to be removed from the school building where it is customarily stored. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. Cost controls and hours of use are to be established by the administration in consultation with the Association.

D. The rights and privileges of the Association and its representatives as set forth in the Agreement shall not be granted to any other Associations as the representative of the employee.

E. Whenever any representative of the Association is required by the Administration or the Board, to participate during hours in negotiations, grievance proceedings, conferences or meetings in connection with Lacey Township School System, he/she shall suffer no pay loss.

F. The Association shall have the right to use the inter-school mail facilities, e-mail and school mailboxes as it deems necessary, subject to the appropriate District Regulations, District Policies, Statutes of the State of New Jersey, Administrative Code of the State of New Jersey, all other state and/or federal laws, and the approval of the School Principals, which approval shall not be unreasonably withheld. Should the Association or any of its members violate any of the District Regulations, District Policies, Statutes of the State of New Jersey, Administrative Code of the State of New Jersey, all other state and/or federal laws, or the approval of the School Principals, the Association agrees to indemnify and hold the Board harmless from any and all claims, causes of action, damages, and judgments arising or resulting from the violation (s), including but not limited to reasonable attorney fees and costs incurred by the Board. Individual correspondence between an officer of the Association and an individual member shall be considered to be privileged.

#### G. Agency Shop

##### 1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (July 1 to June 30) which is covered in whole or in part by this Agreement, said employees will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

##### 2. Amount of Fee - Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

##### 3. Deduction and Transmission Fee

###### a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### b. Payroll Deduction Schedule

The Board will deduct the representation fee 30 days after notification by the Association.

#### c. Changes

The Association will notify the Board in writing of any changes in the list provided for in 3 a above and/or the amount of the representation fee, and such changes will be reflected in the deductions made more than 10 days after the Board received said notice.

#### 4. Indemnification

The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provision of this Agreement.

### 10. Article 7 Evaluation

A. Administration will determine evaluation criteria, in consultation with at least one Association representative. The staff and Superintendent can explore evaluation criteria during any contract year

#### B. Frequency

1. Non-tenured: Non-tenured employees shall be observed at least four times a year.

2. Tenured: Tenured employees shall be observed at least three times a year.

#### C. General Criteria

1. Open evaluation: Observations and evaluations shall be announced so that employees have prior knowledge of the observation and/or evaluation.

2. Evaluation by certified Supervisors: Employees shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise.

3. Copies of Evaluation: An employee shall be given a copy of any evaluation report prepared by this evaluators within ten (10) days and a conference, which follows within fifteen (15) days of the observation/evaluation. If an employee or the Administration, having received a copy of an evaluation report, wishes one or two (2) days' delay before conferring on the subject matter of the report, such limited delay shall be a matter of right. No such report shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. In the event that an employee refuses to accept an evaluation report and refuses to sign an acknowledgment of receipt of same, the Administration shall forthwith certify the offer or deliverance of the evaluation report and file certification with the report to the employee's file and forward to the Association a copy of the certification only.

#### D. Evaluation Procedure

Evaluation procedure will be reviewed by the Superintendent and staff during the school year.

1. Prior to filing any evaluation report the immediate superior of an employee shall have had appropriate communication (including but not limited to all steps in Paragraph 2, below) with said employee regarding performance in their assigned area.
2. Reports: Evaluation reports shall be presented to each employee by his/her immediate superior in accordance with the following procedures.
  - a. Such reports shall be presented to each employee by his/her immediate supervisor based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
  - b. Such reports shall be addressed to the employee.
  - c. Such reports shall be in writing and shall contain an overall rating and shall include (1) Strengths of the employee as evidenced during the period since the previous report: (2) Weaknesses of the employee as evidenced during the period since the previous report: (3) Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

#### E. Personnel Records

1. File: An employee shall have the right, upon request to review the contents of his/her personnel file and to receive copies, at Board expense of any documents contained herein. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
2. Derogatory material: No material derogatory to a employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that she/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The employee shall also have the right to submit a written answer to such material and her/his answer shall be reviewed by the Superintendent or her/his designee and attached to the file copy.
3. No separate file: Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

Termination of employment: Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article excepting that if an employee leaves voluntarily before final evaluation has been filed the evaluation may be filed in their personnel file provided a copy thereof has been mailed, by certified mail, to his last known address.

### 11. Article 8 Temporary Leave of Absence

#### Sick Leave:

- A. All employees of ten (10) month contracts shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. All part time employees of 10 month contracts shall be entitled to 6 sick leave days ( $\frac{3}{5}$ ).
- B. Certified employees shall be allowed to transfer into the Lacey Township School System fifty (50) percent of their accumulative sick leave up to ten (10) days acquired in the State of New Jersey, These sick days shall be used for sick leave purposes only and not count towards terminal leave.

C. Employees shall be entitled to half sick days. Half sick days shall begin and end with half the employee's work day.

D. The Board may grant leave in lieu of sick leave to an employee who contracts scarlet fever, whooping cough, measles, chicken pox, mumps, as a result of a direct contact with infected students and has established the medical probability of such cause to the satisfaction of the Board.

E. Incentive Program - Employees who do not exceed 1 sick day per year will be paid a stipend of \$250.00. Employees who do not exceed 2 sick days per year will be paid a stipend of \$125.00. Employees must work a full school year to attain the incentive.

#### F. Temporary Leaves

Death in Immediate Family: An allowance of up to five (5) working days leave at any one time shall be granted for death or when death is imminent in the immediate family. Immediate family shall be considered to be: Father, Mother, Child, Brother, Spouse, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents of employee and spouse, Grandchildren, Aunt/Uncle of any member of the immediate household. The maximum leave will be allowed without loss of pay is five (5) days including the day of the funeral to be taken within a reasonable time agreeable to the Superintendent. In the event of a death of an employee or student in the Lacey Township District, the Principal or Immediate Supervisor of said-employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

G. Employees shall be entitled to 3 personal days per year. All part time employees of 10 month contracts shall be entitled to 2 personal days ( $\frac{2}{3}$ ).

### 12. Article 9 Extended Leave of Absence

A. Any employee shall, upon request, be granted a leave of absence without pay for child rearing or adoption of a preschool age or infant child for a period of not more than two (2) years per birth event or adoption event which years shall be taken for child rearing or adoption leave in consecutive years. An employee may not return except at the beginning of the school year or at the beginning of the third marking period.

B. The mandatory provisions of this Article do not apply to first year employees. In the absence of such a leave, any pregnant employee shall be entitled to continue working as long as she is physically able to do so, to be absent without pay as may be required by her for maternity purposes, and to return to her duties when physically able to do so.

C. No employee on child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lacey Township School District in the area of certification of employment.

D. Any employee adopting a preschool age or infant child may receive similar leave which shall commence on his receiving de facto custody of the infant, or earlier, if necessary, to fulfill the requirements of the adoption.

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family; mother, father, children, spouse, sister, brother, grandparents and any other member or resident of the household. Additional leave may be granted at the discretion of the Board.

F. Other leaves of absence without pay may be granted by the Board for good reason.

G. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return; and shall be assigned to the same position which was held at the time said leave commenced, if available, or, if not, to a position within certification of employment.

H. All leaves or extensions of leave shall be applied for and granted or denied in writing.

I. Maternity leave is twenty (20) school days before and twenty (20) school days after medically supported due date (medically supported due date period). No medical certification is required for this medically supported due date period. More time before (sick days) and more time after (sick days) the medically supported due date requires further medical certification.

### **13. Article 10 CST Calendar**

#### **In School Work Year**

1. The in-school work year for employees will be 192 days. New personnel may be required to attend an additional three (3) days of orientation. Attendance for part of a day, shall not count as a day unless the day counts as a school day for purposes of state aide under Title 18a and under Title 6 N.J.A.C.
2. Definition of in-school work year: The in-school work year shall include days when pupils are in attendance orientation days, and any other days on which employee attendance is required.
3. Inclement weather: Employee attendance shall not be required whenever student attendance is not required due to inclement weather or hazardous conditions as determined by the Superintendent of schools.
4. School Calendar: The Board shall adopt a school calendar and make copies available to all staff members. CST shall work 10 months and 10 days, the 10 days to be assigned by the Director of Special Services.

### **14. Article 11: Sabbatical Leave**

A. Purpose: A sabbatical leave shall be granted to an employee by the Board for study, including study in another area of specialization, or for other reasons of value to the school system.

B. Conditions: Sabbatical Leaves shall be granted subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one (1) of the employee at any one time. The Board reserves the right to deny sabbatical leave to an employee who would exceed in number the one (1) minimum at any one time.
2. Requests: Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be prescribed by the Superintendent no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.
3. Minimum time to qualify: A employee must have completed at least seven (7) full school years of service in the Lacey Township School District in order to qualify for Sabbatical Leave.
4. Pay: An employee on sabbatical leave (either 1/2 of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty, if said leave is for study of value to the school district.
5. Return: Upon return from sabbatical leave, a employee shall be placed on the salary schedule at the level which the employee would have achieved had the employee remained actively employed in the system during the period of the employee's absence and the employee shall be credited with all other benefits for which the employee would have been entitled during me period of the employee's leave and continuing thereafter upon the employee's return. The employee, upon return, shall be obligated for two additional school years of service. Willful failure of a employee to render two additional school years of service to the District shall constitute cause for forfeiture of salary paid during sabbatical leave and right to bring an action for such return in any court of competent jurisdiction.

## **15. Article 12 Insurance Protection**

A. The Board shall pay the full cost for members, less any employee contribution as mandated by P. L. 2011 Chapter 78 or P.L 2020 Chapter 44, as applicable. Association members will retain the right to individually select coverage from all plans offered by the New Jersey School Educators Health Benefit Plan (NJ SEHBP). The base medical plan for all employees shall be NJ SEHBP Direct 15. Members will maintain the right to select any plan offered by the NJ SEHBP, but shall, in addition to the Chapter 78 or 44 contribution, as applicable, for the base plan, pay the difference between the cost of the base plan and the plan selected. Any change in carrier shall be equal to or better than the NJ SEHBP Direct 15 plan in effect on either the date of settlement or July 1, 2021.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. When a member is on Board approved leave the member will be responsible to pay the agreed premium contribution to assure uninterrupted participation and coverage.

2. The Board shall provide to each employee a description of the health care insurance coverage provided under this article as soon as available, which shall include a clear description of conditions and limits of coverage as listed above.

3. The Board and the Association, hereby agree to the following:

The Board shall provide prescription coverage to eligible employees, less Tier 4 percentage employee insurance premium deduction. The co-pays will be as follows: \$10.00 Brand - \$5.00 Generic.

4. The Board shall provide Dental Coverage for single, husband/wife, parent/child, and family. Orthodontic coverage is \$2,000.

## **16. Article 13 Employee Hours and Workload**

A. The total in-school day shall consist of not more than seven (7) hours which shall include a thirty (30) minute duty free lunch period as guaranteed to employees.

B. Employees shall not be assigned duties.

C. Employees may leave the building without requesting permission during their scheduled duty-free lunch period.

D. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

E. The notice of meeting date and meeting agenda under D shall be given to the employees involved two school days prior to the meeting, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

F. Employees may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation. Part time employees may be required to work no more than 2 evening assignments. PTA attendance shall remain voluntary.

## 17. Article 14 Salaries

A. The salary of each employee covered by this Agreement is set forth in the Guide appendix. All guides are attached hereto and made part hereof. Part time employees' salaries shall be prorated based upon agreed guides.

B. Summer Savings Plan- All ten (10) month staff members have the irrevocable option to have 10% of their gross wages deducted and deposited on their behalf each pay period into a Lacey Township Board of Education bank account. The account will earn interest throughout the year. Principal and interest will be paid out to staff members on July 15th and August 15th.

C. When a payday falls on or during a school holiday, school vacation or weekend, employees shall receive their paychecks on the last previous working day.

D. Each employee shall receive his final pay on his last working day in June if his close out procedure is completed satisfactorily.

E. Nothing to the contrary withstanding in this Agreement shall deprive the Board of any rights it has to withhold increments in accordance with N.J.S.A. 18A:29-14, which states in part "Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education." As to non-teachers the Board may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both of any employee in any year by a majority vote of all the members of the Board.

F. Employees shall receive monthly a statement of accumulated sick leave and personal days and an itemized account of all deductions from their salaries.

G. Employee participation, in co-curricular activities which the Board deems educationally worthwhile and which extends beyond the regularly scheduled in-school day shall be voluntary when possible.

H. Pay Dates for Co-Curricular Activities as established by the district.

I. All stipend positions (outside the contract, i.e. curriculum and summer work) will be paid at a rate of \$54.00 per hour for the duration of this contract.

J. Tuition Reimbursement shall be a total amount of \$2,500 per year for the members of this unit. Graduate courses must be in the area of the member's certification, the area in which the member is working, and/or courses related to an administrative certification. Such courses must first be approved by the Superintendent of Schools (which approval shall not be unreasonably withheld) and must be successfully completed.

18. Salaries: Salary increases, inclusive of increment, shall be as follows:

Year 1 (2021-2022)= 3.15% (Retroactive pay from 7/1/2021)

Year 2 (2022-2023)= 3.15%

Year 3 (2023-2024)= 3.15%

19. Salary guides will be mutually developed by the parties to distribute the above increases.

Once there is agreement to the mutually developed salary guides, this Memorandum will be submitted to the respective parties for ratification.

## 20. TERMINAL LEAVE COMPENSATION

An employee who notified the Board in writing on or before January 2nd of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System shall be entitled to receive a Terminal Leave Compensation computed at the salary rate earned during the final year of employment at 1/220 of such annual salary, at the rate of one (1) day's pay per each unused, accumulated sick leave day to a maximum of one hundred and fifty (150) days to be paid out in equal payments over a three (3) year period. If the employee intends to retire within the contract period (3 years) they must notify the Board of their intention with the stipulation that they may rescind their intention.

Any LTCSTA employee who has less than 10 years of service with the Lacey Township Board of Education, effective June 30, 2015, upon retirement, from the New Jersey State Retirement System, shall be entitled to be compensated for all accumulated, accrued unused sick days up to \$15,000. All LTCSTA employees who have reached 10 years of service effective June 30, 2015, shall be capped at their current accrued unused sick day compensation total.

21. Effective July 1, 2022, longevity shall be eliminated for new hires.

22. Longevity at 20 years shall be increased as follows:

- Year 2 (2022-2023)= from \$730 to \$880
- Year 3 (2023-2024)= from \$880 to \$1030

Longevity for members hired prior to July 1, 2022

(completion of)	8 years	580
	12 years	730
	16 years	730
	20 years	(2022-2023) 880 (2023-2024) 1030

## Article 15 Duration of Agreement

This agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024 subject to the Association's right to negotiate over a successor agreement as provided in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

AGREEMENT JULY 1, 2021 THROUGH JUNE 30, 2024

FOR THE LACEY TOWNSHIP CHILD STUDY TEAM ASSOCIATION

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

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

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

FOR THE LACEY TOWNSHIP BOARD OF EDUCATION

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

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

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

BOARD OF EDUCATION APPROVED

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

PATRICK S. DEGEORGE  
BUSINESS ADMINISTRATOR/  
BOARD SECRETARY