

AGREEMENT  
BETWEEN THE  
LACEY TOWNSHIP ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF LACEY TOWNSHIP  
THE COUNTY OF OCEAN, NEW JERSEY

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ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Lacey Township Administrators and Supervisors Association, hereinafter known as "the Association," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel, whether under contract, or leave, or presently employed by the Lacey Township Board of Education herein after known as "the Board," including only:

All supervisory titles, such as Principals, Vice Principal, Directors, Supervisors, but excluding all other employees of the Board.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract of this contract are listed below:

Employee - When used hereinafter in this Agreement, this term shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined, and references to "males" shall include females.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than 120 days prior to the final notification of the budget by the local Board of Education. (No later than December 15)

Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

B. Negotiating Team Authority

Neither party in all negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

The parties representatives have authority only to reach a tentative agreement and that the full board and association membership reserve the right to ratify or reject any tentative agreement.

C. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are 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's benefits existing prior to its effective date.

D. Modification--Understanding of Parties

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

This Agreement shall not be modified in whole in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate over a successor agreement, as provided herein.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 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, or Board policy terms and conditions of employment affecting a member or group of members.

#### B. Purposes

The purpose of this procedure is to resolve, at the lowest possible level, differences concerning the rights of the parties regarding terms and conditions of employment of the employees covered by the contract. 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, 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 an alleged event.

##### 2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained unless a time extension is mutually agreed upon by both parties. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

##### 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 or his designee; and, in such event, if the problem is not resolved to the satisfaction of the Grievant within fifteen (15) school days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One--Immediate Supervisor

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 supervisor, 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 the decisions previously rendered.

The immediate supervisor shall communicate his decision to the grievant in writing within seven (7) school 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 supervisor'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 (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, may review the grievance and may, 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. The decision of the Board shall be final and binding.

7. Right to Representation

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association for the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

8. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in the interest and the designated or selected representatives contemplated in this article.

## ARTICLE IV

### SUPERVISORY EMPLOYEE RIGHTS

#### A. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his employment, he shall be given prior written notice of the reasons for such meeting or interview and may have (a) representative(s) of the Association present to advise him and represent him during such meeting or interview.

The Association may have the right to the presence of a representative to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

#### B. Rights and Protection in Representation

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.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

#### B. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interrupt normal school operations. Prior approval shall be obtained from the Superintendent for building usage.



C. Use of School Equipment & Staff

The Association shall have the right to use equipment including typewriters, mimeographing machines, other duplication equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use. District secretarial and clerical help shall not be utilized during the normal work day for Association business.

D. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

ARTICLE VI

EVALUATION

A. Frequency of Review

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each nontenured employee. The first written evaluation shall be no later than December 1st. The second written evaluation shall be no later than February 1st and the third no later than June 1st. The process shall be in accordance with provisions of N.J.A.C. 6:3 1.19.

B. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature which indicates that the evaluation has been reviewed but does not necessarily indicate agreement. Further, each employee shall receive a copy of each written evaluation.

2. Right of Employees to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-1.21. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each nontenured supervisory employee shall receive written notice, prior to April 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

All full-time employees shall be entitled to ten (10) for ten-month employees/twelve (12) for twelve-month employees days sick leave per year. Unused days of sick leave shall be accumulated from year to year with no maximum limit.

2. Transfer of Sick Leave

Certified employees shall be allowed to transfer 50% of accumulated days into the Lacey Township School System their accumulative sick leave in a public school system.

3. Half Sick Day

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

4. Leave in Lieu of Sick Leave

The Board of Education 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 direct contact with infected students and has established the medical



probability of such cause to the satisfaction of the Board of Education.

5. Terminal Leave Compensation

An employee who notifies 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 1/200 of such annual salary, at the rate of one (1) day's pay for every two (2) days of unused accumulated sick leave, to a maximum payout for eighty (80) days.

Twelve (12) month employees shall be paid at 1/240 of their annual salary.

B. Temporary Leaves of Absence

1. Personal

Three (3) days leave of absence per year may be granted with the Superintendent's approval to an employee without reduction in pay for personal, religious, business, legal, household, or family matters which cannot be performed other than during employment hours. Application shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the general category only for such leave. Any personal day not used by the employee any year shall be added to the employee's sick leave accumulation.

2. Legal

In case of a required appearance on behalf of the Board in a court of law involving the employee, he shall be granted time off without a reduction in pay for such appearance.

3. Death in 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 includes father, mother, child, brother, sister, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of employee and spouse, aunt, uncle, or any member of the immediate household. This leave may be

extended by use of personal leave provided for in section B1 of this Article.

4. Temporary Military

Leave necessary to serve on temporary active military service shall be granted as per statute with no reduction in pay.

5. Good Cause

Other temporary leaves of absence may be granted by the Board for good reason.

C. Extended Leaves of Absence

1. Child Bearing

a. Any employee shall, upon request, be granted a leave of absence without pay for child rearing or adoption of a pre-school infant child for a period of not more than two (2) years. A employee may not return except at the beginning of the school year or at the beginning of the third marking period.

The mandatory provisions of this Article do not apply to first year employees.

b. 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 employment.

d. Any employee adopting a pre-school 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 leaves or extensions of leaves, shall be applied for and granted or denied in writing.

2. Continuation of Benefits While on Leave

Employees while on leave without pay shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board. Premiums are to be paid in advance.

3. Return from Leave

a. Salary

Upon return from leave granted by the Board, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he would have achieved if he had not been absent.

b. Benefits

All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced.

## ARTICLE VIII

### SABBATICAL LEAVE

A. Number

Two (2) employees per year will be granted sabbatical leave, under the following conditions:

B. Procedure

1. Applicants must have held a certificated position seven (7) continuous years in the Lacey Township School District in order to qualify for a sabbatical leave.

2. Pay: An employee on sabbatical leave (either for 1/2 of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty, if said leave is for study or value to the school district.
3. Return: Upon return from sabbatical leave, the employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return. The employee upon return, shall be obligated for two additional school years of service. Willful failure to render two additional school years of service to the District shall constitute cause for forfeiture of salary paid during sabbatical leave and the Board shall be entitled to a return of said monies and shall have the right to bring action for such return in any court of competent jurisdiction.
4. Application must be made on or before January 15 of the year being requested, and applicants must be notified by March 15.

## ARTICLE IX

### VACATION

#### A. Time Allotted

The vacation schedule for new administrators to the district, as granted by the board, will be two (2) weeks after the first year completed, three (3) weeks after two complete fiscal years, four (4) weeks after three complete fiscal years.

The vacation schedule is negotiable with the superintendent if the person is presently working in an administrative position.

All vacation requests will be submitted to the superintendent for approval.

Only one week (5 days) will be approved during the student school year.

B. Banking Time

A member may bank a maximum of five (5) days of accrued vacation time per year and may use it at his discretion upon approval of the Superintendent. The maximum amount to be banked is twenty (20) days.

C. Separation from Service

A member who resigns or retires during the contract year shall receive cash payment for his total current and banked vacation days at the current per diem rate (1/240th of current base salary).

ARTICLE X

TRANSFER OF PERSONNEL

A. Involuntary Transfer of Personnel

When transfer of employees is being considered by the Board, every effort shall be made to provide for a smooth transition and guarantee that all aspects of a thorough and efficient management procedure shall be safeguarded.

Transfers shall follow these procedure:

Any employee who is to be transferred to a principalship in a category in which he has not served previously, e.g., high school principal to elementary school principal, shall be given a minimum of 60 days notice. Any employee who might be transferred with his designated category shall be given 60 calendar days' notice except in emergency situations so determined by the board.

B. Request for Voluntary Transfers

A request may be granted if:

1. A vacancy exists.
2. The qualifications of the employee involved meet the requirements of the available position in terms of professional preparation, experience and certification.

C. Procedure for Processing Transfer Requests

1. The request for transfer shall be submitted to the superintendent for endorsement.



2. The superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.
3. The superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

## ARTICLE XI

### PROFESSIONAL DEVELOPMENT

#### A. Professional Dues

Upon submission of the proper form and approval of the Superintendent of Schools the costs for the assessment of professional dues, up to one (1) percent, for either local, county, state and/or national associations shall be assumed, annually, by the Board of Education for all administrators covered by this Agreement. Such organizations shall be the type which do not provide personal privileges for its membership, but which are primarily professional improvement organizations which directly benefit the individual schools or school system.

#### B. Reimbursement of Tuition

##### 1. Reimbursement

The Board of Education shall reimburse members of the Association tuition for approved college and university courses.

##### 2. Approval for Courses

Courses must be approved by the Superintendent prior to registration.

##### 3. Time Limit for Reimbursement

Reimbursement shall follow within five (5) working days after Board approval of a submitted itemized voucher and grade report indicating successful completion of course.

##### 4. Amount of Reimbursement

\$100.00 per credit for up to 6 credits per year. Group limit is \$4,000 per year.

ARTICLE XII

INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide health-care insurance protection designed below:

The Board shall pay the full premium for a full family plan through the New Jersey Public and School Employees Health Program which shall include:

- A. Blue Cross
- B. Blue Shield
- C. Rider J
- D. Major Medical

The Board shall also provide a full family plan to provide Dental, and Prescription coverage.

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 in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
2. The Board shall provide the Association with 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 will provide the Association with a description of the liability insurance coverage provided by the Board for any personal vehicle.

B. Additional Benefits

In the event that additional health benefits are made available to other employees in the district during the life of the current contract, the Association shall have the right for a reopener clause to negotiate the new health benefits.

## ARTICLE XIII

### PROTECTION OF EMPLOYEE AND PROPERTY

#### A. Assault

##### 1. Legal Assistance

The Board shall give full support, including legal and other assistance for any assault upon the employee while acting in the discharge of his duties. This provision will only apply when it has been determined that the employee is not responsible for the incursion of said injury or legal proceedings.

##### 2. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment and so certified by their immediate supervisor.

##### 3. Workman's Compensation

The Board agrees to provide payment for service connected disability as described in N.J.S.A. 18A:30-2.1

## ARTICLE XIV

### DEDUCTIONS FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for any one or combination of associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 54:14-15,9e) and under the rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any

association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XV

WORK YEAR

A. Ten Month Employee

All ten month employees shall work on those days scheduled as teacher work days plus an additional ten (10) days to be approved by the Superintendent of Schools. The work year for ten (10) month employees is from September 1 to June 30 excluding Saturdays and Sundays.

B. Twelve Month Employees

The school year for twelve month employees shall be from July 1 to June 30, excluding Saturdays and Sundays. All twelve month employees shall work on those days scheduled as teacher work days plus additional mutually agreed upon days totaling a maximum of 218 days per school year.

ARTICLE XVI

SALARIES

A. The salary of each employee covered by this Agreement is set forth in the Schedule Appendix. All schedules are attached hereto and made part hereof.

B. Employees holding ten (10) month contracts, September through June, shall have the option of choosing twenty-four (24) equal semimonthly salary payments. Once the choice is made, the employees agree that it will not be changed again until the following year. Should an employee having chosen the twenty-four (24) payment plan leave for any reason during the course of the school year, they will be paid the balance due them as if they had chosen the twenty (20) payment plan.

- C. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- D. Each employee shall receive his first pay on his last working day in June if his closing out procedure is completed satisfactorily.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

#### A. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of twenty-six (26) cents per mile.

#### B. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

#### C. Whenever any notice is required to be given either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing, at the following addresses:

1. If by Association, to Board at 915 West Lacey Road, Forked River, NJ 08731.
2. If by Board, to Association at Lacey Township High School, P.O. Box 206, Haines Street, Lanoka Harbor, NJ 08734

ARTICLE XVIII

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Lacey Township Administrators and Supervisors Association

BY: *Lawrence Kirby* President

BY: *Gregory Ford* Secretary

Date: *2/21/89*

Lacey Township Board of Education

BY: *[Signature]* President

BY: *[Signature]* Secretary

Date: *2/21/89*

MEMORANDUM OF AGREEMENT BETWEEN THE LACEY TOWNSHIP ADMINISTRATORS AND SUPERVISORS ASSOCIATION and the LACEY TOWNSHIP BOARD OF EDUCATION

1. Continue the present agreement July 1, 1988 to June 30, 1990 with the following changes:
  - a) Article IX B The maximum amount of days to be banked increase from 20 to 25.
  - b) Veterans may have honored one year of active service credit on their respective scale. The credit is restricted to the limits of the Guide. {Subject to review and approval of Association (LTASA) counsel.}
  - c) Salary guides and dollar distribution for the years 1990-91, 1991-92, 1992-93 to be developed and mutually agreed upon prior to ratification based on the 1989-90 scattergram totaling \$1,041,800. Salaries increase as follows:

8% for 1990-91, 1991-92 and 1992-93. The dollar increase not to exceed \$272,318 for the three years.
  - d) Longevity to be adjusted from the current amount of \$300 after 4, 8, 12 years to \$500 after 4, 8, 12 years.
  - e) The parties agree to recommend the above memorandum to their respective groups.

For the Board

John Crowley  
William L. ...  
George D. ...

For the Association

William ...  
Stephen P. ...  
John M. ...

10/4/89  
Date

Salary Guides are to be extended  
To a 10 step guide.

RF  
WJ

**MEMORANDUM OF AGREEMENT  
EXTENDING TERM OF JULY 1, 1990 - JUNE 30, 1993 CONTRACT  
BETWEEN  
LACEY TOWNSHIP ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
AND  
THE BOARD OF EDUCATION OF LACEY TOWNSHIP**

This Agreement made this 6th day of September, 1994,

by and between

**The Lacey Township Administrators and Supervisors Association**, the duly authorized sole representative for collective negotiations for all supervisory titles employed by the Lacey Township Board of Education (hereinafter referred to as "Association")

and

**The Lacey Township Board of Education** (hereinafter referred to as "Board");

acknowledge the following:

1. The Association and the Board entered into a collective bargaining agreement on November 20, 1989, covering the period of July 1, 1990, through June 30, 1993 (hereinafter referred to as "Agreement").

2. Upon the expiration of the formal term of the Agreement, the parties have been operating without benefit of a new or extended contract.

3. By this Memorandum of Agreement, the parties wish to extend retroactively the term of the Agreement so that it will include the period of July 1, 1993, through June 30, 1994.

4. Such extension of the Agreement shall include an additional year of salary guide at an annual rate of increase which is reduced from that in the Agreement for the original three-year term.



NOW, THEREFORE, in consideration of the foregoing and the mutual terms, promises and covenants contained herein, the parties agree as follows:

1. Term of Agreement. The term of the Agreement shall be extended retroactively to include the period of July 1, 1993, through June 30, 1994.

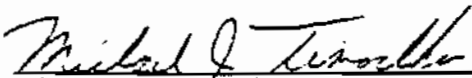
2. Salary Guide. The salary guide shall be adjusted so as to include incremental steps to reflect a 3.5% retroactive pay increase for the period of July 1, 1993, through June 30, 1994.


The party last signing this Agreement shall enter the date of such signing at the top of this Agreement which the parties agree shall be the date of this Memorandum of Agreement. This Memorandum of Agreement shall then be considered to be incorporated in the Agreement between the parties.

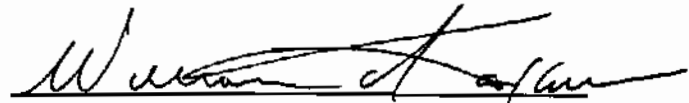
All other terms and conditions of the Agreement not specifically amended or affected by this Memorandum of Agreement shall remain in full force and effect.

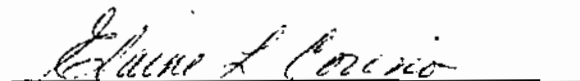
FOR THE BOARD OF EDUCATION:

FOR THE ASSOCIATION:

  
Michael J. Timochko, President  
L.T.B.O.E.

  
Shirley Boudreau, President  
L.T.A.S.A.





**MEMORANDUM OF AGREEMENT  
BETWEEN  
LACEY TOWNSHIP ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
AND  
THE BOARD OF EDUCATION OF LACEY TOWNSHIP  
CONCERNING COLLECTIVE BARGAINING AGREEMENT FOR  
THE PERIOD OF JULY 1, 1994, THROUGH JUNE 30, 1997**

This Memorandum of Agreement made this 6th day of September, 1994, by and between the negotiating teams representing the **Lacey Township Administrators and Supervisors Association** (hereinafter referred to as "Association") and the **Lacey Township Board of Education** (hereinafter referred to as "Board"), who acknowledge the following:

1. The parties have engaged in negotiations in good faith in an effort to arrive at a successor Agreement to a contract that expired as extended on June 30, 1994.

2. The parties have arrived at a tentative agreement which each will present to their respective constituent memberships. Each will encourage acceptance and ratification by their constituent memberships.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms, promises and covenants contained herein, the parties agree as follows:

A. Duration of Agreement. This Agreement shall cover the period of July 1, 1994, through June 30, 1997.

B. Salary Guides - Construction/Distribution. Salary guides will be developed with incremental steps which shall be verified

by the Business Administrator employed by the Board to reflect the following increases:

1994-95	3.5%
1995-96	3.6%
1996-97	3.6%

C. Terminal Leave Compensation. Continue the entitlement for retirees to be compensated for accumulated sick leave at the rate of one (1) day's pay for every two (2) days of accumulated time to a maximum payout of ninety (90) days. This represents an increase from the previous contract provision of eighty (80) days.

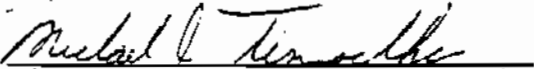
D. Banking of Vacation Days. Unused vacation days may be banked for future use or payout on approval of the Superintendent to a maximum of thirty (30) days. This represents an increase from the previous contract provision of twenty-five (25) days.

E. Longevity will not be offered to Supervisors and Administrators hired after July 1, 1994. All current employees will continue to receive longevity adjustments at the previously agreed upon rate of Five Hundred Dollars (\$500.00) after four, eight and twelve years.

F. The provisions of this Memorandum are subject to ratification by the respective parties to the contract and to execution of a more formal agreement or contract. Both parties agree to recommend the Memorandum to their respective groups and encourage ratification/approval of this new contract to their membership.

G. All proposals made by either of the parties during negotiations and not referred to in this Memorandum shall be deemed to have been withdrawn or dropped by the side making such proposal.

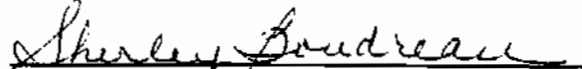
FOR THE BOARD OF EDUCATION:

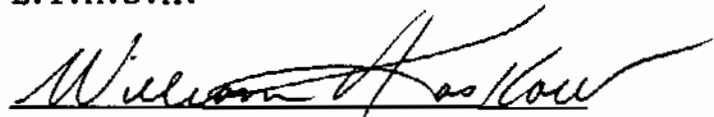
  
Michael J. Timochko, President  
L.T.B.O.E.

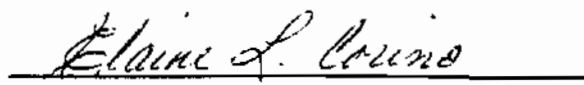
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FOR THE ASSOCIATION:

  
Shirley Boudreau, President  
L.T.A.S.A.

  
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DATED: September 6, 1994

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