

AGREEMENT  
Lebanon Township Education Association  
and  
Lebanon Township Board of Education

***July 1, 2010 through June 30, 2013***

Teachers  
Custodians  
School Secretaries

AGREEMENT between the Lebanon Township Education Association and the  
Lebanon Township Board of Education

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## AGREEMENT

### Lebanon Township Education Association and Lebanon Township Board of Education July 1, 2010 Through June 30, 2013

#### **ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive representative for collective bargaining concerning the terms and conditions of employment as permitted by law of the employees of the Board employed in any of the following capacities:
1. Full and part-time certified contracted classroom teachers (including teachers performing functions as reading curriculum specialist, learning disabilities teacher consultant, social worker, psychologist, compensatory education teacher, supplemental instructor and special education).
  2. School Nurses
  3. School Librarians
  4. School District Custodians
  5. School Secretaries

Excluded from such representation are employees of the Board employed in the following capacities:

1. Superintendent, Building Principals, Board Secretary/Business Administrator
  2. Assistant Principals, Director of Special Services
  3. Cafeteria Workers
  4. Instructional, Lunchroom and other Aides and any non-certified personnel not under contract whether paid or volunteer workers.
  5. Substitute Teachers
  6. Confidential Staff in the Board Office
- B. Unless otherwise indicated, the term teacher when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall also include female teachers. A full-time employee is defined as one who is regularly employed for more than 20 hours per week. Unless otherwise indicated, the term “employee” when used hereafter in this Agreement, shall refer to all staff members represented by the Association in the negotiating unit as above defined.
- C. In recognizing the Association, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement subject to the laws of the State of New Jersey and applicable regulations thereunder, (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain all employees in positions in the school district, and for just cause, to suspend, demote, discharge or take other disciplinary action against all employees; (c) to relieve all employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to it; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. In addition, it is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

- D. Pursuant to Chapter 303, Public Laws of 1968, the parties hereby agree that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful activities for mutual aid and protections, or to refrain from doing so. The parties undertake and agree that they shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, and other law of New Jersey of the Constitution of New Jersey and the United States; that they shall not discriminate against any employee with respect to terms and conditions of employment by reason of his membership or non-membership in the Association and its affiliates, his/her participation or non-participation in any lawful activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint of proceeding under this Agreement with respect to any terms or conditions of employment.
- E. The Association and the Board further agree that no teacher shall be disciplined without just cause. When an Administrator receives a complaint about a member of the teaching staff that in his judgement would warrant investigation, and which does not involve an allegation of the commission of a criminal act, that investigation will begin with the teacher being notified of the specific allegations in the complaint; being aware who made the complaint; being given an opportunity to respond to the complaint, and being notified if further investigation will take place. No punitive action will be taken against any teacher without a hearing and without that teacher receiving prior disclosure of the identity of the complainant (s) and all evidence acquired during the investigation.
- F. The Association shall have the right to use school buildings at all reasonable hours for meetings, provided that same are not held during the school day and do not interfere with the conduct of school, school connected activities, or other building meetings already scheduled involving the use of the school building. The Principal of the school in questions shall receive a request for meeting from the Association at least one day in advance of meeting.
- G. The parties agree to follow all applicable procedures outlined in this Agreement for the resolution of any such differences arising hereunder and to use no other channels to resolve any such differences until the procedures within this Agreement applicable for the resolution thereof are fully exhausted.

## **ARTICLE II – GRIEVANCE PROCEDURE**

- A. It is the policy of the Board to develop and practice reasonable and effective means of resolving differences which may arise among employees, to reduce potential areas of grievances and to establish and maintain recognized 2-way channels of communication. Communication to an employee, regarding concerns pertinent to this section, will be made by certified and regular mail if the employee is not available at work.
- B. Individual Grievance – Any employee shall have the right to appeal the application of policies and decisions affecting him/her through channels. When presenting an individual grievance, he/she shall be assured freedom from prejudicial reprisals and the following procedures shall be followed:
  - 1. Within thirty school days after the occurrence of the act or omission giving rise to the grievance, the individual shall discuss his/her grievance with the Building Principal in an attempt to solve the problem.

2. If the matter is not resolved to the individual's satisfaction within 3 school days after meeting with the Principal, the individual may arrange an informal meeting with the Superintendent to solve the problem.
3. If after 5 school days, the matter is not resolved between the individual and the Superintendent, the individual shall submit in writing his grievance to the Superintendent. If no written grievance is submitted within 5 school days, the matter will be considered closed.
4. When the Superintendent receives a written grievance from the individual, he/she shall communicate his decision in writing within 3 school days.
5. If the individual is not satisfied with the decision of the Superintendent, he/she may appeal in writing through the Superintendent to the Board for a Hearing. The Personnel Committee will schedule this request within 10 school days after being notified of the request. If both parties are in agreement, the meeting with the Personnel Committee may be waived.
6. If the individual is not satisfied with the decision of the Personnel Committee, he/she may, within 10 school days of the decision or the date the decision was due, request to meet with the full Board of Education in executive session at the next regularly scheduled meeting of the Board of Education to resolve the grievance.

**C. Association Grievance** – The Association may or may not decide to pick up an Individual grievance depending upon the nature of the grievance and its broad application to the entire staff. It is hereby agreed that Association grievances shall be filed in writing within 10 school days of the prior decision or the date the decision was due, to the Superintendent of Schools for the following reason only:

Issues related to terms and conditions of employment of one or more members of the Association as defined by the Scope of Negotiations Law and other related laws of the State of New Jersey.

Once a written grievance is filed by the Association to the Superintendent, the following procedures shall be followed:

1. The Superintendent shall respond his/her decision in writing to the Association within 5 school days. The Association may either accept his/her decision or may request in writing a meeting with the Board Personnel Committee. If no request from the Association is made 5 school days after the Superintendent's written response, the matter will be considered to have been resolved. However, if the Association requests a meeting with the Personnel Committee, the Board Personnel Committee will establish a meeting with the Association Grievance Committee within 7 school days of receipt of the request. The Personnel Committee will respond in writing within 10 school days of the meeting. If both parties are in agreement, the meeting with the Personnel Committee may be waived.
2. If the matter is unable to be resolved between the Personnel Committee of the Board and the Association Grievance Committee, the Association may, within 10 school days of the Personnel Committee's written response or the date the decision was due, appeal to the full Board of Education for redress of the grievance in Executive Session at the next regularly scheduled Board Meeting. The Board of Education will respond in writing within 10 school days of the meeting.
3. If the matter is unable to be resolved between the Association and the Board, either party may, within 10 school days of the Personnel Committee's written response or the

date the decision was due, request that the matter be resolved through Binding Arbitration with both parties sharing the cost of said arbitrator and both parties agreeing of whom said arbitrator should be in advance.

### **ARTICLE III – HEALTH INSURANCE BENEFITS**

1. **Health Benefits** – The Board will provide all eligible employees with health coverage with a provider equivalent to the Blue Cross/Blue Shield plan in effect during the 2004-2007 contract term
  - a. The Board will pay 100% of the premium for any employee or family member eligible for health insurance.
  - b. A \$15 co-pay per doctor visit will remain in effect for the duration of the contract.
2. **Dental Benefits** – will remain the same as in the previous contract, including a \$25 annual deductible for those with individual coverage and a \$75 annual deductible for those with family coverage. Beginning August 1, 2004, maximum benefits accruing to any individual during the plan year shall be \$1,500, with a maximum benefit for orthodontic treatment of \$800 per individual.
3. **Vision Plan** – Benefits will be equivalent to the Vision Service Plan in effect on June 30, 2007.
4. **Prescription Plan** – Prescription drug coverage will be continued as in previous contract, with the exception of deductibles. Beginning August 1, 2004, the following deductibles are applicable: \$15 brand name; \$8 generic; single co-pay mail order.
5. **Waiver of Insurance** – Employees who provide proof of alternate coverage may waive any or all of the coverage to which they are entitled (medical, dental, vision and/or prescription), and receive 10% of the premium the Board would have paid, if not for the waiver. The following applies should an employee decide to a waiver of insurance:
  - a. An employee may elect to forego all or a portion of his/her health benefits coverage, for a full school year and receive a cash payment of 10% of the premium savings to the Board of Education. Two equal payments will be made to the employee, on December 30 and on June 30, of each school year.
  - b. Payment shall be made pursuant to an IRS 125 Plan, which shall be established by the Board.
  - c. The change in coverage may be made from dependent inclusive coverage or employee only coverage, or to full elimination of coverage for that year.
  - d. The employee must have health benefits from a spouse or other source. Proof of this coverage must be presented to the Business Administrator each time the employee seeks to renew his/her opt-out.
  - e. Opt-out is required on a yearly basis. If the employee does not file to opt-out, he/she will automatically be enrolled in the current health plan at the full benefit level in which he/she was previously enrolled and/or to which he/she is entitled.
  - f. Any employee who has waived all or some of his/her health benefit coverage for a specific year, may restore the above-stated coverage by applying during the school year. The reinstatement date will be July 1 immediately following the application. It will NOT be necessary for any employee or his/her family members to complete a Statement of Health, or to have any proof of insurability to restore coverage.

- g. An employee who has waived all or a portion of his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis without completing a Statement of Health or having any proof of insurability for the employee or his/her family in the event of a hardship of life altering event, which includes, but not limited to, the following examples: termination of employment, legal separation, group contract/policy terminated, disability of spouse which eliminates benefits, divorce, death of a spouse, or military discharge.
- h. If the employee opts to return to the health benefits coverage during the school year, the opt-out payment will be prorated accordingly.
- i. Any tax liability for the opt-out monies received shall be the responsibility of the employee.

#### **ARTICLE IV – PERSONAL LEAVE**

- A. The Board and the Association hereby agree that Personal Leave will be as follows:
- B.
  - 1. Every employee will be granted 3 personal days (no reason), which if not used, will accumulate as additional sick days at the end of the year.
  - 2. Every employee will be granted 1 day for personal business which must be accompanied by a specific business reason as listed below. The day must be approved by the Superintendent. If not used, the day will accumulate as additional sick days at the end of the year.
    - a) Doctor
    - b) Lawyer
    - c) House Closing
    - d) Graduation
    - e) Court Appearance
    - f) Convention
    - g) Banking
    - h) Conference Re: Children
  - 3. Personal days may not be taken by employees on the day immediately before or after a holiday except for a valid reason and with specific permission of the Superintendent.
  - 4. Except on emergency situations, requests for personal days must be received with a minimum of 1 full day's notice.

#### **ARTICLE V – DEATH IN THE FAMILY LEAVE**

- A. Employees will be granted a maximum of 5 days leave for each death in the immediate family. Immediate family will be determined by a conference between the teacher and the Superintendent. Generally, immediate family will mean: mother, father, sister, brother, child, spouse, mother-in law, father-in-law, stepparent or grandparent.

#### **ARTICLE VI – PREGNANCY AND CHILD REARING LEAVE**

- A. **Pregnancy Leave** – Pregnancy Leave shall be granted by the Board of Education in accordance with the following procedures:
  - 1. Employees may utilize unused sick days and personal days during a pregnancy leave for twenty (20) workdays before the birth and twenty (20) workdays after.
  - 2. All initial applications for pregnancy leave, or extensions or reductions of pregnancy leave, shall be made in writing to the Superintendent.

3. All pregnant employees may apply for pregnancy leave. As a condition to receiving such leave, a pregnant employee shall notify the Superintendent of the fact of her pregnancy as soon as practicable.
4. The employee shall advise the Superintendent of the anticipated date of the delivery of the child and of any revisions in such date, which may come to her knowledge.
5. Pregnant employees are expected and encouraged to work as long as they are capable of doing so. The maternity leave shall commence upon certification, in writing, by the employee's physician that the employee is no longer physically capable of performing her job.
6. A teacher who has taken a pregnancy leave shall not return to duty during the last month of the academic school year unless permitted by the Board of Education.
7. Any pregnancy leave of absence granted to a non-tenure employee shall not extend beyond the end of the academic school year in which the leave is applied for and obtained, unless the Board in its sole discretion agrees to grant such extension.
8. Upon return to service from a maternity leave, the employee shall be immediately returned to the same position from which she was granted a leave, or, if this is impractical in the opinion of the Superintendent, then to a similar position.

**B. Child Rearing Leave** – A school employee may be granted an unpaid leave of absence by the Board of Education for the following reasons:

- The birth of a child to the employee or spouse not otherwise covered by maternity leave.
- The adoption or assumption of legal guardianship of a pre-school aged child by the employee.
- The death of the employee's spouse while the parent of a pre-school aged child.
- The extended illness of a minor child of the employee.

Note: In cases where both parents of the child may be teachers in this school system, only one of said persons shall receive such leave.

Child rearing leave for all employees shall be granted at the request of said employee for a period of either up to February 1<sup>st</sup>, or up to the end of the academic school year in which the leave was granted.

1. Upon request of the employee, the leave may be extended for one full academic school year.
2. No more than three (3) years within any five (5) year period of time will be granted for Child Rearing Leave.
3. A maximum of two (2) successive years of Child Rearing Leaves for any one child will be granted.
4. Upon the return to service from a Child Rearing Leave, the employee may be assigned to any position decided upon by the Superintendent, so long as such assignment is within the certification of such employee.
5. Any child rearing leave granted to a non-tenure employee shall not extend beyond the end of the academic year in which the leave is applied for and obtained, unless the Board in its sole discretion agrees to grant such extension.

**C. All Child Rearing Leaves of absence and maternity leaves commencing prior to physical Disability, shall be without benefit of experience increment credit, provided, however, that credit for a year's experience shall be granted if the number of days worked during the**



contract year is equal to or greater than 90 days for 10-month staff, or equal to or greater than 50% of the work year for 11-month and 12-month staff.

- D. The district will abide by any current requirements of the New Jersey Family Leave Act and/or Federal regulations as applicable.

### **ARTICLE VII – SABBATICAL LEAVES OF ABSENCE**

- A. A Sabbatical Leave may be granted at the discretion of the Board for advanced study that will enhance the general effectiveness of the Lebanon Township School District. The granting or not granting of a sabbatical request remains the authority of the Board of Education and denial of sabbatical is not arbitrative under this contract.
- B. Sabbatical leaves are designed to promote professional improvement and improve professional competence so as to benefit the general effectiveness of the school system.
- C. A teacher who will have completed seven (7) or more years of continuous full-time service as of June 30<sup>th</sup> of the year of application in the Lebanon Township School District, may, upon approval of the Board of Education, be given an absence by the Board of Education for one (1) full year for advanced study.
1. An individual requesting sabbatical leave shall be enrolled during such leave in an accredited graduate program or have been accepted for advanced study meeting the requirements of paragraph B. Special consideration will be given to an individual expecting to complete his advanced degree program during the term of the requested leave, but in all cases, the needs of the district shall be paramount. Each applicant must take a minimum of fifteen (15) credit hours during the year.
  2. The advanced study is designed to promote professional competence in the individual's assigned field; or the leave is designed to extend an individual's professional competence into a field where the competence in such field is determined by the Board to be beneficial to the needs of the district.
  3. Advanced study shall mean an approved program or independent research for credit in an accredited institution of learning.
- D. Applications for such leave shall be made before January 1<sup>st</sup> prior to the school year for which such absence is requested. The application shall be made in writing to the Superintendent in the form of a letter outlining the rationale for the sabbatical request. The letter shall also indicate the advanced study program to be followed during the period of leave.
- E. As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Lebanon Township School District for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay on demand to the Board of Education, the full salary received while on leave, unless such teacher is incapacitated and has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.
- F. The salary granted to a teacher on sabbatical leave shall be one-half of that salary which he or she would have been entitled to if not on leave. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system, less the regular deductions required by law, the Teachers Pension and Annuity Fund, or other deductions authorized by the employee.
- G. No more than one (1) teacher shall be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to the reasonable and equitable distribution of the applicants among the various curriculum areas. If more than

one application is submitted, selection shall be made at the discretion of the Board on the basis of benefits to the school district.

- H. Teachers on such leave will be considered as in the employ of the Board of Education. They will receive full health benefits and the time thus spent shall count as their regular service toward retirement and for consideration in regard to salary adjustments. However, sick days, personal days, and business days will not be awarded for that year. Teachers on such leave shall submit progress reports to the Superintendent, as required, indicating grades, dates for completion of courses and other evidence that they are in good standing in a graduate degree program. Failure to maintain good standing may result in a cancellation of the sabbatical leave by the Board.
- I. Applicants shall agree to abide by all conditions determined upon by the Board of Education to govern such leaves of absence and shall sign a contract to that effect.

### **ARTICLE VIII – GRADUATE TUITION REIMBURSEMENT**

- A. Reimbursement by the Board to teachers pursuing graduate studies shall be under the following conditions and provisions:
  - 1. Each teacher is entitled to reimbursement of the tuition costs for nine (9) graduate credits per year at the College of New Jersey rate. Only tuition costs will be reimbursed.
  - 2. Reimbursement for each course at private colleges will be made at a rate not to exceed the College of New Jersey rate.
  - 3. Reimbursement will be paid only for graduate courses in the teacher's immediate or related area of assignment in the classroom or present area of certification, or courses which are part of an approved matriculated degree program. Other courses may be requested and paid for at the rate of three (3) credits per year which are outside these parameters with the specific approval of the Superintendent.
  - 4. All courses taken for reimbursement must first be approved on the proper form by the Superintendent and must meet the following application deadlines:
    - a) Summer School Courses: June 30<sup>th</sup>
    - b) Fall Semester Courses: September 30<sup>th</sup>
    - c) Spring Semester Courses: February 15<sup>th</sup>
    - d) Interim Courses: Prior to RegistrationCourses must be approved before enrolling for coursework.
  - 5. Reimbursement is limited to courses for which a final grade of **C** or higher has been earned, as determined by an official transcript.
  - 6. All courses are to be taken through an accredited college or university as recognized by the New Jersey State Department of Education.
  - 7. Applicants for graduate tuition reimbursement must have served a minimum of one (1) one full year in the Lebanon Township School District to be eligible.
  - 8. To receive payment, teachers must complete a voucher and present it to the Board Secretary. They must also enclosed a receipt for tuition and report card indicating the grade received in the course.
  - 9. Courses are charged to the fiscal year in which they are presented for payment.

### **ARTICLE IX – IN-HOUSE CREDIT FOR PRE-APPROVED STAFF DEVELOPMENT**

- A. One graduate credit on the salary guide will be granted for every 15 hours of approved staff development course work that has been approved by the Superintendent in advance.

- B. The credit value of the course and the course requirements shall be submitted to the Building Principal before the course begins.
- C. Documentation of successful completion of the course must be submitted.
- D. Professional staff members who complete credit on the salary guide for staff development activities have the option of accepting the credit on the salary guide or trading the credit for money at a rate equal to the current cost of the Rutgers University, New Brunswick, graduate tuition per credit rate for In-State Residents.
- E. Individuals selecting traditional Graduate Tuition Reimbursement, as in Article VIII, for these courses, are not eligible for this plan.

#### **ARTICLE X – HORIZONTAL MOVEMENT ON THE SALARY GUIDE**

- A. Teachers are required to notify the Board Secretary, in writing, of intention to make a horizontal move on the salary guide. Such notice shall be submitted to the Board Secretary either by September 1 or January 1 in any given school year, when approval is sought for the graduate course(s) that will earn the guide move.
- B. Consequent salary adjustments shall be made only after transcripts, or grade/course completion forms evidencing newly earned credits, are submitted to the Board Secretary. Said documentation shall be submitted within 30 days after receipt by the teacher from the college or university.
- C. Salary adjustments shall be made retroactively to the first of the month immediately following the date of credit completion.
- D. Teachers who indicate on the form that they believe that it is possible that they will move laterally will be assured of this benefit for the next school year. However, in order to arrive at a more accurate figure of lateral moves, teachers shall indicate if such a move is probable. In either case, those teachers will be covered.
- E. Teachers, who are currently “off-guide” or who are moving “off-guide,” will be subject to the same lateral movement criteria as teachers who are “on-guide.”

#### **ARTICLE XI – MILEAGE REIMBURSEMENT**

- A. The Board and the Association hereby agree to mileage reimbursement for teachers who are assigned to travel between buildings or to use their private cars for approved school business, or in the performance of their teaching duties at the rate established by the State and/or department of Education for school districts.

#### **ARTICLE XII – LENGTH OF THE WORK YEAR**

The teacher work year will consist of 182 days for the length of the negotiated agreement (July 2010 – June 2013). Each faculty member covered under the contract shall be assigned no more than 180 student contact or teaching days in any school year.

There will also be 2 full days scheduled for appropriate in-service activities during each school year of the contract (2010-2013). Additional appropriate professional development days may be taken with the approval of the administration.

#### **ARTICLE XIII – LENGTH OF WORK DAY**

- A. Mandated working hours for teachers will be a total of 6 hours and 45 minutes. However, if buses are late, or some other emergency exists, teachers are expected to remain at school

until the problem is resolved. Any teacher with a valid reason for leaving prior to dismissal must receive approval from the Building Principal.

#### **ARTICLE XIV – REQUIRED EVENING ATTENDANCE**

- A. The Association and the Board agree that, in addition to the regularly specified hours, all teachers shall be available to participate in a minimum of the following evening activities for the good of the school district and the children.
1. Back to School Night: (1 evening each teacher)
  2. Parent Conferences: (2 evenings each teacher)  
(2 afternoons each teacher)
    - a) The Superintendent will develop procedures for parent conferences that will apply with equity to all faculty.
    - b) Conferences will be ten minutes in length with no more than seven (7) conferences scheduled per session unless more are approved by the teacher.
  3. Open House: (1 evening each teacher)
- B. The Board and the Association also agree that this in no way should limit teachers from **voluntary** participation in other evening and after school affairs or activities.

#### **ARTICLE XV – UNUSED RETIREMENT SICK DAY BENEFIT**

- A. Teachers who retire after a minimum of ten (10) years in the district, or who leave the district after a minimum of ten (10) years of service, will be awarded \$55.00 per day for each unused sick day that they have accumulated up to a maximum of 155 days. Payout of this earned money may be in a lump sum or spread over one to three years at the discretion of the employee. In the event of the death of a teacher, the sick pay benefit shall be given to his/her designated beneficiary.

#### **ARTICLE XVI – INDIVIDUAL TEACHER SUPPLY ORDERS**

- A. The Board agrees during the life of this contract only, to allow each teacher in the district \$125 per year for purchasing individual supply needs over and above what is purchased in the budgeting process.

#### **ARTICLE XVII – SICK DAY BANK**

- A. The Board agrees during the life of this contract to allow the employees to establish a bank of sick days that may be used by members when all sick leave has been exhausted due to serious illness. The results governing the sick day bank are as follows:
1. All records will be kept by the Board of Education.
  2. Only members recognized in this agreement may be members of the sick day bank.
  3. Membership in the sick day bank is voluntary.
  4. Two days of sick leave will be contributed upon initial enrollment. First year teachers may draw back their two days the first year if needed and pay them back retroactively.
  5. If the total number of sick days in the bank is below 100, an open enrollment period will be held.

6. During an enrollment period, each member will contribute one or more additional days. No person may use days from the Sick Bank, unless that person is a member of the Sick Day Bank and had joined the Sick Day Bank prior to need for extended leave.
7. Members may draw from the sick day bank only when they have exhausted all of their accumulated sick leave time and when their application has been approved by the sick day bank committee. The sick day bank committee will consist of one board member, one administrator and one member of the Association. This committee will decide eligibility to use the sick day bank days. All decisions of the committee are final and may not be appealed.
8. When considering an application for use of the sick day bank, an important factor in the committee's consideration will be the applicant's use of sick days over the previous five (5) years. An applicant must have shown an effort to accumulate a significant number of sick days during this five-year period in order to be considered eligible to use the sick day bank. This regulation may prevent a teacher from using the bank depending upon their sick day history.
9. Members may draw from the bank no more than five times the number of sick days they have accumulated at the beginning of the school year to a maximum of 100 days for each event. At the committee's discretion, the number of days may be extended.
10. The sick day bank may not be used for the first five (5) consecutive days after an incident. All accumulated sick days must be used first. The member will be reimbursed retroactively for the five days waiting period.
11. Members may withdraw from the bank at any time; however, they cannot withdraw those days that they have already contributed.
12. If for any reason the sick day bank is discontinued, donated sick days will be reimbursed to their original owners as if the sick day bank had never occurred. Days will be returned on a pro-rated basis of withdrawals having been made from the bank.

#### **ARTICLE XVIII – LUNCHROOM SUPERVISION POSITIONS**

The rate of pay for lunch supervision will be a yearly stipend prorated at negotiated hourly rate per hour based upon either a 27 minute lunch assignment at Woodglen or a 30 minute lunch assignment at Valley View. The annual stipend for this duty will be paid to the Board appointee at the end of the year. Only long term Board appointed substitute coverage will be recognized for shared payment.

#### **ARTICLE XIX – PER DIEM PAY**

- A. For purposes of docking the salary of an employee and for additional salary compensation, the per diem rate that will be used will be the number of teacher days (currently 182) for ten-month employees and 240 days for twelve-month employees.

Per diem salary payments for additional work will only be calculated for areas specifically negotiated as requiring per diem payment. These areas are:

1. When personnel are requested or required to work additional days or partial days during the school year.
2. Adjustments to regular semi-monthly salary payments due to leaves of absence, hiring date or resignation date.
3. This will also apply to the docking of salary in the event of absence when all sick and personal days have been used or for unexcused absence from work.

**B. Payroll Deductions** – Employees may select any, or all, of the following allowable deductions. The Board Secretary and/or staff will assist with questions pertaining to the following deductions:

1. US Savings Bonds
2. Tax Sheltered Annuity Plan
3. Credit Union

**Paydays** – Paydays in the district are on the 15<sup>th</sup> and 30<sup>th</sup> of each month. When a payday falls on or during a vacation period or weekend, staff will be paid on the last workday immediately preceding the 15<sup>th</sup> or the 30<sup>th</sup>. When a payday falls on a Friday, the night custodial workers will be paid on Thursday, provided that the payroll can be deposited in time and that the checks are available.

### **ARTICLE XX – EXTRA-CURRICULAR ACTIVITIES**

- A. Teachers are expected to perform a reasonable amount of extra and co-curricular service as part of their cognitive, affective and institutional responsibilities.
- B. Each year, the district will budget for anticipated clubs and activities. In the spring of each year, all anticipated extra-curricular position openings will be posted within the district for the next school year. Staff will be encouraged to engage in these activities within their areas of expertise. Individual sports, clubs and activities will function or not function based upon the priority needs of the district, students interested and teachers who are willing to lead the activity. The elimination or suspension of any activity or position is ultimately at the discretion of the Board, and such action by the Board relieves it from any responsibility for the appointment of a teacher to that activity or position.
- C. Any new club or activity that begins with approval of the Superintendent prior to organizing will be considered for approval based upon the following considerations:
  1. The appropriate number and frequency of meetings is in line with the salary of the supervisor.
  2. The number of students involved is adequate.
  3. The philosophy and purpose of the activity is in harmony with district philosophy.
  4. The length of time and number of meetings that the activity will have is appropriate.
  5. After three (3) legitimate meetings of a new club or activity, the advisor will meet with the Building Principal to determine if it should continue. Given this approval, and given approval by the Board, the activity coordinator will then be paid on the same scale as similar clubs and/or activities.
- D. Extra-curricular employees will complete a seasonal report on a form provided by the Building Principal during the time that their activity or club is in session. This report will become part of the Monthly Principal's Report and will be shared with the Board in order to keep it informed.
- E. Additional compensation shall be provided to employees accepting assignments under the extra-curricular activities program in accordance with the schedule of fees outline hereto as Schedule "B" and subject to the conditions for each specific assignment.

**Extra-Curricular Activities – Schedule “B”**

- A. The stipend for each sport, club or activity approved as extra-curricular in the Lebanon Township School District will be paid according to the following conditions after agreement by the Board and Association:
  - 1. Number of practices/meetings and length of season
  - 2. Probable number of students involved
  - 3. Job pressure and visibility
- B. All employees working in extra-curricular activities will conduct their program according to current Board Policy.
- C. In this program, coaches’ stipends will be differentiated based upon experience in the position.

Category	Years Experience
A	0 –2
B	3 – Up

**2010-2013**

**Extra-Curricular Activities – Schedule “B”**

<u>Extra-Curricular Activity</u>	<u>Category A</u>	<u>Category B</u>
Intersch. Soccer	2,085	2,973
Intersch. Cross Country	2,085	2,973
Intersch. Field Hockey	2,085	2,973
Intersch. Basketball (B&G)	4,168	5,409
Intersch. Baseball	2,085	2,973
Intersch. Softball	2,085	2,973
Ath. Coord. (Fall-Spring)	624	1,073
Ath. Coord. (Winter)	976	1,661
Student Council Advisor	1,238	2,085
Yearbook Layout	1,413	2,384
Yearbook Finance	887	1,512
Club Advisor(Min-24Sess)	887	1,512
School Newspaper	1,153	1,949
School Play (3)	1,708	2,580
Jazz Band(Before School)	1,153	1,949
Sect.Reh.(After School)	801	1,336
Fam. Math/Science/Etc.	849	1,303
Magazine Fundraiser	542	
Web Hosting		3,023

Intramural Program                      2010-13

Maximum paid - 10 Sessions

Category A                      \$98/session

Category B                      \$131/session

*Stipends for other Extra-Duty Assignments*

Overnight duty (out of town)                      2010-13

0-2 years                      449

3-more                      640

Prof. Services Rate                      2010-13

(Add'l After School & Evenings)                      45.55                      per hour

Detention

PAC Duty

Home Instruction

Summer Curriculum Writing

Extra Class Duty Assignment

Etc.

Extra Admin. Assign. During                      2010-13

School Hours & Prorated                      31.65                      per hour

Officials

Official (A Game) (2)                      \$45.30 or as set at the High School JV Officials Rate

1 Official                      1.5 times the "A" game rate

Intramural Officials                      2010-13  
31.90                      per hour

CST Summer Work                      2010-13  
313.00                      per day

Substitute Calling                      4,017                      Per year



**Step Movement for teachers on guide in 2009-10**

<b>2009-10</b>		<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>
<u>step</u>		<u>step</u>		<u>step</u>		<u>step</u>
1	→	1	→	1	→	2
2	→	1	→	2	→	3
3	→	2	→	3	→	4
4	→	3	→	4	→	5
5	→	4	→	5	→	6
6	→	5	→	6	→	7
7	→	6	→	7	→	8
8	→	7	→	8	→	9
9						
10	→	8	→	9	→	10
11	→	9	→	10	→	11
12	→	10	→	11	→	12
13	→	11	→	12	→	13
14	→	12	→	13	→	14
15	→	13	→	14	→	15
16	→	14	→	15	→	16
		15	→	16	→	17
		16	→	17	→	18
		17	→	18		
		18				

YEAR 1                      2010-11

<u>step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	49,775	50,563	51,063	51,563	52,063	52,563	53,063
2	50,025	50,813	51,313	51,813	52,313	52,813	53,313
3	50,525	51,313	51,813	52,313	52,813	53,313	53,813
4	51,275	52,063	52,563	53,063	53,563	54,063	54,563
5	52,275	53,063	53,563	54,063	54,563	55,063	55,563
6	53,025	53,813	54,313	54,813	55,313	55,813	56,313
7	53,460	54,248	54,748	55,253	55,748	56,248	56,748
8	53,935	54,723	55,223	55,723	56,223	56,723	57,223
9	54,935	55,723	56,223	56,723	57,223	57,723	58,223
10	55,035	56,323	56,823	57,323	57,823	58,323	58,823
11	56,185	57,173	57,673	58,173	58,673	59,173	59,873
12	56,835	57,823	58,323	58,823	59,323	59,823	60,523
13	58,535	59,423	60,123	60,423	61,223	61,923	62,423
14	60,135	60,923	61,423	61,923	62,723	63,423	63,923
15	61,085	61,873	62,373	62,873	63,673	64,373	64,873
16	63,335	64,123	64,623	65,123	65,923	66,623	67,123
17	65,643	66,431	66,931	67,431	68,231	68,931	69,431
18	67,746	68,534	69,034	69,534	70,334	71,034	71,534

<b>Increase for teachers off-guide in 2009-10:</b>	
<u>Salary in 2009-10</u>	<u>Increase for 2010-11</u>
Less than \$ 66,000	on guide (see below)
Over \$66,000 but under \$70,000	\$ 1,000
Over \$70,000 but under \$80,000	\$ 750
\$80,000 or higher	\$ 500

<b>Step placement for off-guide teachers moving on-guide:</b>			
<u>Salary in 2009-10</u>	<u>Guide step (salary) in 2010-11</u>		
60,035	BA	Step 15	61,085
60,823	BA+15	Step 15	61,873
61,323	BA+30	Step 15	62,373
61,823	MA	Step 15	62,873
62,623	MA+15	Step 15	63,673
62,335	BA	Step 16	63,335
64,123	MA	Step 16	65,123
65,623	MA+30	Step 16	66,623

YEAR 2            2011-12

<u>step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	50,275	51,063	51,563	52,063	52,563	53,063	53,563
2	50,525	51,313	51,813	52,313	52,813	53,313	53,813
3	50,775	51,563	52,063	52,563	53,063	53,563	54,063
4	51,275	52,063	52,563	53,063	53,563	54,063	54,563
5	52,625	53,413	53,913	54,413	54,913	55,413	55,913
6	53,625	54,413	54,913	55,413	55,913	56,413	56,913
7	54,375	55,163	55,663	56,168	56,663	57,163	57,663
8	54,833	55,621	56,121	56,621	57,121	57,621	58,121
9	55,308	56,096	56,596	57,096	57,596	58,096	58,596
10	56,035	57,323	57,823	58,323	58,823	59,323	59,823
11	56,635	57,623	58,123	58,623	59,123	59,623	60,323
12	57,635	58,623	59,123	59,623	60,123	60,623	61,323
13	58,185	59,073	59,773	60,073	60,873	61,573	62,073
14	60,135	60,923	61,423	61,923	62,723	63,423	63,923
15	61,735	62,523	63,023	63,523	64,323	65,023	65,523
16	62,685	63,473	63,973	64,473	65,273	65,973	66,473
17	64,935	65,723	66,223	66,723	67,523	68,223	68,723
18	67,243	68,031	68,531	69,031	69,831	70,531	71,031

<b>Increase for off-guide staff:</b>	
<u>Salary in 2010-11</u>	<u>Increase for 2011-12</u>
Less than \$80,000	\$ 875
\$80,000 or higher	\$ 500

YEAR 3            2012-13

<u>step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	50,775	51,563	52,063	52,563	53,063	53,563	54,063
2	51,025	51,813	52,313	52,813	53,313	53,813	54,313
3	51,275	52,063	52,563	53,063	53,563	54,063	54,563
4	51,525	52,313	52,813	53,313	53,813	54,313	54,813
5	52,625	53,413	53,913	54,413	54,913	55,413	55,913
6	53,975	54,763	55,263	55,763	56,263	56,763	57,263
7	54,975	55,763	56,263	56,768	57,263	57,763	58,263
8	55,675	56,463	56,963	57,463	57,963	58,463	58,963
9	56,219	57,007	57,507	58,007	58,507	59,007	59,507
10	56,508	57,796	58,296	58,796	59,296	59,796	60,296
11	57,635	58,623	59,123	59,623	60,123	60,623	61,323
12	58,035	59,023	59,523	60,023	60,523	61,023	61,723
13	59,135	60,023	60,723	61,023	61,823	62,523	63,023
14	59,785	60,573	61,073	61,573	62,373	63,073	63,573
15	61,735	62,523	63,023	63,523	64,323	65,023	65,523
16	63,385	64,173	64,673	65,173	65,973	66,673	67,173
17	64,185	64,973	65,473	65,973	66,773	67,473	67,973
18	66,535	67,323	67,823	68,323	69,123	69,823	70,323

<b>Increase for off-guide staff:</b>	
<u>Salary in 2011-12</u>	<u>Increase for 2012-13</u>
Less than \$80,000	\$ 875
\$80,000 or higher	\$ 500

**ARTICLE XXI – OTHER BENEFITS AND CONDITIONS – CUSTODIANS**

- A. Paid Holidays – Custodians have the following paid holidays from work: They are expected to report for work on all other days throughout the year except when on personal leave, sick leave or vacation time. One additional floating paid holiday will be granted upon approval of a request made to the Building Principal at least 48 hours prior to the employee's intended use of the holiday. At no time may all custodians be unavailable
- |                                    |  |
|------------------------------------|--|
| New Year's Day                     | Thanksgiving Day                               |
| Good Friday                        | Day After Thanksgiving                         |
| Easter Monday                      | Christmas Eve Day                              |
| Memorial Day                       | Christmas Day                                  |
| Fourth of July                     | Martin Luther King Day (When School Is Closed) |
| Labor Day                          | Presidents' Day (1)                            |
| Yom Kippur (when school is closed) |  |
- B. Vacation Time – Full time employees are entitled to a one week's paid vacation once they have been employed a minimum of six (6) months. July 1<sup>st</sup> is used to determine the length of service for a particular year. No more than 25 vacation days may be accumulated by July 1<sup>st</sup> of any year or they will be lost.
- Vacation Time Table:
- |  |                          |
|--|--------------------------|
| After One Year:                            | 5 working days           |
| From Beginning of Year 2 to End of Year 4: | 10 working days per year |
| From Beginning of Year 5 to End of Year 9: | 15 working days per year |
| From Beginning of Year 10 or Beyond:       | 20 working days per year |
- C. Sick Days – In accordance with policy and past practice, 12 month employees are entitled to 12 sick leave days annually and 10 month employees are entitled to 10 sick leave days annually. Sick leave days are prorated to the number of months worked each year.
- D. Unused Sick Day Retirement Benefit – Custodians who retire after a minimum of ten (10) years in the district will be awarded \$40.00 per day for each unused sick day up to a maximum of 100 days.
- E. Assorted Conditions Related to Employment – The following conditions are part of Board Policy regarding the employment of non-certified personnel:
1. #4125: Employment of Support Staff Members
  2. #4124: Employment Contract
  3. #4160: Physical Examinations
  4. #4130: Assignment and Transfer
  5. #4220: Employee Evaluation
  6. #4360: Support Staff Tenure
  7. #4440: Travel Expenses
  8. #8660: Transportation by Private Vehicles
  9. #4124: Employment Contract
  10. #4413: Overtime Compensation
  11. #8442: Reporting Accidents
  12. #4438: Jury Duty
  13. #4432: Sick leave
  14. #4211: Attendance

- F. Working Hours – The normal workweek will be forty (40) hours. The normal work year is twelve (12) months. Each employee shall be allowed a paid one-half hour for lunch/dinner each day.
- G. Overtime – Overtime shall be paid at the rate of 1 ½ times the hourly rate after 40 hours are worked per week. In response to an alarm call, (fire, police, etc.) a custodian will be granted a minimum of four (4) hours if he/she has been called in after working hours from home for an emergency. For routine checking of the buildings and grounds on weekends, etc., custodians will be given two (2) hours of overtime.
- H. Uniforms – Custodians will supply their own clothing for work, which shall generally be clean, neat and in good repair. This shall include boots, raingear and other necessary clothing. Procedures for custodial dress will be mutually developed by representatives from the custodial staff and the administration. Custodians will be reimbursed for work clothing in the amount of \$375 per year. Uniform allowance for part-time custodians will be prorated.
- I. Head Building Custodians – Each school will have a Building Head Custodian who will coordinate, supervise and evaluate the work of all custodians in the building. He/she will work under the direction of the Building Principal and will be evaluated by the Principal. The Building Head Custodian will hold a Black Seal Boiler License. The Building Head Custodian will also be expected to perform routine maintenance as necessary in his/her school. The Building Head Custodian will receive an extra stipend as determined by the Board. When the position of Building Head Custodian is vacant, any licensed custodian may apply for the position to his/her Building Principal.
- J. Black Seal Boiler License – Black Seal holders will be compensated at an additional \$650 stipend over and above their base contracted salary.
- K. Use of Truck – Custodians who are approved for use of their truck by the Head Custodian or the Building Principal for official school business will be reimbursed \$30 per round trip plus mileage.
- L. Custodians Job Responsibilities
  - 1. Custodians will provide necessary cleaning, boiler operations and security services for the school for all events that take place outside the normal operating hours.
  - 2. Custodians will be required to assist in cases of emergency, such as equipment failure, excessive snow removal, etc.
  - 3. All custodians will be assigned a list of specific duties and cleaning areas by the Principal and the Building Head Custodian, and will be expected to carryout these duties. Further details of these duties are outlined in the custodian's manual.
- M. Evaluation and Proficiency Incentive
  - 1. All custodians will be evaluated a minimum of twice a year by the Building Head Custodian in cooperation with the Principal. If a custodian is evaluated as Needs Improvement or Unsatisfactory in the completion of his/her job functions during either of these evaluations, he/she will be notified in writing and a conference held with the Head Custodian and Building Principal on the specifics of the problem. Specific suggestions for improvement will be developed and will become part of the evaluation document. In addition, the evaluation document will provide for related comments on the evaluation by the custodian if he/she desires. The evaluation document will provide for overall ratings of Above Average or Better, Satisfactory, Needs Improvement and Unsatisfactory.
  - 2. During the life of this contract, any custodian with an annual rating of Above Average or Better will receive an annual \$550 bonus. Any custodian with an annual rating of Needs Improvement will lose one quarter of their projected annual salary increase. A custodian evaluated as Unsatisfactory will lose one half of his/her projected annual salary increase.

3. All Head Custodians who qualify, as specified in the Head Custodian Evaluation Rubric, will receive a Merit Stipend according to his/her Rating as follows:

Rating 2010-13

Always	\$5,305
Frequently	\$4,562
Sometimes	\$3,713

N. Custodial Salaries for 2010-13

1. The beginning salary for a new custodian with no experience shall be as follows:  
2010-13            \$34,691
2. All custodians who qualify based upon their evaluation, will receive salary increases as follows:  
2010-11            \$666.74  
2011-12            \$902.32  
2012-13            \$920.36

**ARTICLE XXII – OTHER BENEFITS AND CONDITIONS – SCHOOL SECRETARIES**

- A. Vacation Time – Twelve month, full time employees are entitled to a one week's paid vacation once they have been employed a minimum of six (6) months. July 1<sup>st</sup> is used to determine the length of service for a particular year. No more than 25 vacation days may be accumulated by July 1<sup>st</sup> of any year or they will be lost.

Vacation Time Table:

6 months to one year:	5 working days
From beginning of Year 2 to End of Year 4:	10 working days per year
From beginning of Year 5 to End of Year 9:	15 working days per year
From beginning of Year 10 and Beyond:	20 working days per year

- B. Working Hours – The normal workweek will be forty (40) hours. Each employee shall be allowed one-half hour for lunch each day.
- C. Overtime – Overtime will be paid at the rate of 1.5 times the hourly computed rate of salary after 40 hours are worked per week. Use of overtime shall be directed through the Building Principal. Appropriate time sheets shall be maintained.
- D. Per Diem Pay – For purposes of docking the salary of an employee and for additional salary compensation, the per diem pay rate the number of workdays (200 days for 10-month employees, 220 days for 11-month employees and 240 days for 12-month employees).

E. Tuition Reimbursement

Reimbursement shall be made by the Board to full-time office staff only, and who are employed during the semester in which the course is taken. Reimbursement shall be under the following conditions and provisions.

1. Reimbursement shall be made for college courses, adult education or seminars up to the monetary equivalent of three (3) credits per year, at the Raritan Valley Community College rate. Only tuition/enrollment fees will be reimbursed.
2. Reimbursement for each course at private colleges will be made at a rate not to exceed the Raritan Valley Community College rate.
3. Reimbursement will be paid only for courses which are beneficial to the District. Courses may not take place during working hours.
4. All courses taken for reimbursement must first be approved on the proper form by the Superintendent and must meet the following application deadlines:
  - a) Summer School Courses: June 30<sup>th</sup>
  - b) Fall Semester Courses: September 30<sup>th</sup>
  - c) Spring Semester Courses: February 15<sup>th</sup>
  - d) Interim Courses: Prior to Registration

Courses must be approved before enrolling for coursework.

5. Reimbursement is limited to college courses for which a final grade of C or higher has been earned, as determined by an official transcript.
6. All college courses are to be taken through an accredited college or university as recognized by the New Jersey State Department of Education.
7. Applicants for reimbursement must have served a minimum of one (1) full year in the Lebanon Township School District to be eligible.
8. To receive payment, office staff must complete a voucher and present it to the Board Secretary. They must also enclose a receipt for tuition and report card indicating the grade received in the college course, or a certificate of completion for a seminar or not-for-credit class.
9. Courses are charged to the fiscal year in which they are presented for payment.

#### F. School Secretary Salaries for 2010-13

1. The starting salary for Secretaries for the length of the Agreement shall be \$25,000, based on a 12-month position; and will be prorated for 11-month and 10-month positions.
2. All secretaries will receive salary increases as follows:

	12 Month	11 Month	10 Month
2010-11	\$655.15	\$600.56	\$545.96
2011-12	\$886.64	\$812.76	\$738.87
2012-13	\$904.37	\$829.00	\$753.64

### **ARTICLE XXIII – POLICY REGARDING SEXUAL HARRASSMENT**

Title VII of the 1964 Federal Civil Rights Act has been interpreted by the courts to prohibit sexual harassment in the work place. Sexual harassment sometimes creates a complex situation, which may include favoritism and can sometimes influence true compliance with the law in other areas. Sexual harassment is defined as deliberate or unsolicited verbal comments, gestures, or physical contact of a sexual nature. Sexual harassment may cause grievous



psychological, physical and/or monetary harm to employees of the Lebanon Township School District, and further, may subject the Lebanon Township School District to civil liability. Therefore, practices of sexual harassment will not be tolerated in the Lebanon Township School District by or toward employees or students.

**ARTICLE XXIV – DURATION OF AGREEMENT**

- A. This Agreement shall be in effect as of **July 1, 2010** and shall continue in effect through June 30, 2013.
- B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, on the day and year written below.

**LEBANON TOWNSHIP EDUCATION ASSOCIATION**

By \_\_\_\_\_ By \_\_\_\_\_  
(President) (Secretary)

Date \_\_\_\_\_

**LEBANON TOWNSHIP BOARD OF EDUCATION**

By \_\_\_\_\_ By \_\_\_\_\_  
(President) (Secretary)

Date \_\_\_\_\_