AGREEMENT

Lebanon Borough Board of Education And Lebanon Borough Education Association



July 1, 2018 Through June 30, 2021

RECOGNITION

- A. The BOARD hereby recognizes the LEBANON BOROUGH TEACHERS' ASSOCIATION as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated personnel employed by the Board, with the exception of administrative employees.
- B. Unless otherwise indicated, the term "TEACHERS", when used, hereinafter, in this Agreement, shall refer to professional employees represented by the Association in the negotiating unit, as defined above.
- C. Unless otherwise indicated, the term "CSA", when used, hereinafter, in the Agreement, shall refer to Chief School Administrator.

Article 2

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a tentative agreement, in accordance with Chapter 123, Public Laws if 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of the teachers' employment.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. This agreement sets forth the entire agreement between the parties of all negotiable issues. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter except as required by law. With regard to changes in Board policies, rules, or regulations affecting terms and conditions of employment, the Board agrees to consultation, and where required by law, negotiation with the Association.

Article 3

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions of this Agreement, established Lebanon Borough Board of Education policies, and/or administrative procedures affecting the terms and conditions of employment.
- 2. The term "grievant" shall mean teacher, a group of teachers, or the Association.
- B. The purpose of this procedure is to secure, through an orderly process, rapid resolution of differences at the lowest possible level.

C. Procedure

1. Level One

A teacher or a group of teachers with a grievance shall first discuss it with the Chief School Administrator; either directly or through the Association's designated representative, with the objective of resolving the matter informally: within 10 days of the alleged grievance or within 10 days of knowledge of the alleged grievance.

2. Level Two

If informal discussion does not resolve the grievance, the grievant can appeal, in writing, to the Board within the 10 (ten) school days after the presentation of the grievance at Level One. The written grievance shall specify the following:

- The date of occurrence giving rise to the grievance
- The date the grievance was filed
- The nature of the grievance

The Board has ten (10) school days to act on the grievance, (by hearing or Board committee)

3. Level Three

If the grievance is not resolved at Level Two, within fifteen (15) school days, after written response from the Board, the Association can appeal to arbitration, and the American Arbitration Association shall be notified. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be final and the binding parties and the cost of the arbitration shall be borne equally by the Board and the Association.

The arbitrator shall be limited to the issues and shall consider nothing else. The arbitrator can add nothing to nor subtract from the Agreement between the parties.

D. Rights of Teachers to Representation

- 1. Any aggrieved person may be represented at Levels One and Two by themselves, or at their option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall be immediately notified and shall have the right to be present at Levels One and Two of the grievance procedure to state its views.
- 2. No reprisals of any kind shall be taken by the Board, by any member of the administration, or by any member of the Association against any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

- 1. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties and their designated representatives. All information shall be maintained only in the grievance file, not in any personnel file.
- 2. Only the Board, the Chief School Administrator, the aggrieved and the authorized Association representative shall be given copies of the arbitrator's report and award.

- 3. In the event a grievance is filed at such a time that it cannot be processed completely by the end of the school year, any and all time limits shall be reduced as is required to pursue the grievance to the end of the school year or as soon, thereafter, as is practicable.
- 4. The form for filing grievances is shown, hereafter, as Exhibit A.

All time limits contained, herein, may be extended by written agreement of the parties.

Exhibit A

GRIEVANCE FORM To be filed by Grievant

Name of Grievant	
Date Grievance Occurred	
Statement of Grievance	
Statement of Relief Sought	
Date Grievance Filed – Level One	
Date Grievance Filed – Level Two	
<u>(</u>	GRIEVANCE PROCESS
Level One	
Informal Meeting Date	
Statement of Chief School Administrator	
Level Two	
Hearing Date	
Decision of Board	
Level Three	
Hearing Date	
Decision of Arbitrator	

TEACHER RIGHTS and FACILITIES

- A. No teacher shall be disciplined of deprived of any professional advantage without cause. Any such action shall be subject to the grievance procedure.
- B. Whenever any teacher is required to appear before the Chief School Administrator, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in their office, position, or employment, or the salary or any increments pertaining thereto, they shall be given a prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present during such meeting or interview.
- C. The teaching staff shall be notified of all professional openings and summer employment opportunities in the school, and shall have the right to apply and be interviewed for the position.
- D. The Board agrees:
 - 1. To maintain adequate parking facilities for employees in close proximity to the school building.
 - 2. To provide each teacher with a suitable desk and chair. Each teacher shall be provided with a file cabinet, storage space, and other equipment and supplies, including texts, workbooks, and curricular materials necessary in the performance of their duties.
 - 3. To provide access to a phone line in the classroom for professional use.
 - 4. Teachers shall be issued a computer to be used for school related purposes. Each teacher shall sign an acceptable use form as per board policy. The teacher shall retain a copy of the signed acceptable usage form. Technology equipment shall be maintained in good working order for teacher/student use.
 - 5. To provide an employees' lounge.
 - 6. To provide a copy of the negotiated collective bargaining Agreement to each employee, plus five copies for Association purposes.
 - 7. To provide a key to the building for all staff members.

Article 5

ASSOCIATION RIGHTS

- A. The Board agrees to deduct from the salary of each employee, from whom it receives an authorization to do so, one-tenth (1/10) of the required amount of fees for the payment of Association dues each month. Such fees, accompanied by a list of employees from whom deductions have been made and the amount of the deduction, shall be forwarded to NJEA within five (5) working days after the end of each month.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.
- C. Representatives of the Association and the Chief School Administrator shall meet when necessary, at the request of either party, but not less than twice during the school year, to discuss school operations.

- D. Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with the instructional program or previously scheduled building use.
- E. The Association shall have the right to call meetings in the school building at any time with prior notification to the Chief School Administrator, and at no cost, provided that this shall not interfere with the instructional program or previously scheduled building use.
- F. The Association shall have the right to use all office equipment in the school for Association business, provided that this shall not interfere with the instructional program or school office routine.
- G. The Board agrees to make available to the Association, upon request and in a timely manner, any information in its possession which is a matter of public record or which is pertinent to negotiations and the processing of grievances, including a copy of the annual audit and budget, and copies of the Board's minutes.

SCHOOL CALENDAR

- A. The in-school work year of teachers employed on a (10) ten month basis, other than new personnel who may be required to attend an additional (1) one day of orientation, shall not exceed (184) one-hundred-eighty-four days. The in-school year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- B. The calendar for the ensuing school year shall be set forth annually by the Board prior to its regular May board meeting. Prior to that meeting, the Chief School Administrator shall present the proposed calendar to the Association for discussion.
- C. There will be an early dismissal schedule on the first and last day of school for students only. The Wednesday before Thanksgiving and the last day before winter break shall be an early dismissal schedule for students and teachers. On December 24th school will be closed.

Article 7

TEACHING HOURS and TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities and they shall be required to sign in and out at all times when leaving the school property during regular school work days.
- B. The total regular workday or professional development day for full-time teachers shall consist of seven (7) hours, and shall include (6) hours of pupil contact time and a duty-free lunch period as guaranteed to teachers under Section D of this article. Part time employees shall attend contractually specified days whether a regular work day or professional development day.
- C. Teachers will be at their assigned stations as designated by the Chief School Administrator or designee 15 minutes before the opening of the pupil school day and remain at their assigned stations 15 minutes after the close of the pupil school day.
 - In extenuating circumstances, when it may be necessary for a teacher to leave their assignment prior to the close of the pupil school day, the Chief School Administrator will make a concerted effort to allow for

flexibility only after the teacher has provided advance notice to the Chief School Administrator and only when approved by the Chief School Administrator.

D. <u>Lunch</u>

- 1. Teachers shall have a daily duty-free period of forty (40) minutes. NJAC 6:3-3.2
- 2. Teachers may leave the school building without requesting permission during their scheduled duty-free lunch period, after the office has been notified and they have signed out.
- E. Teacher participation in extra-curricular activities shall be voluntary.
- F. Teacher participation in activities, such as field trips, which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
- G. The classroom teacher of a student receiving home instruction shall have preference for such assignment. Compensation shall be at the rate of thirty dollars (\$30) per hour and shall include necessary travel time. Automobile mileage for home instruction outside the school district shall be reimbursed at the rate approved by the Board and the Chief School Administrator for the appropriate school year. Mileage would be from Lebanon Borough School to the student or from the teacher's home to the student, whichever is less.
- H. Full Time teachers shall participate in at least three (3) scheduled special school programs which extend beyond the normal workday, during the school year.
- I. Each member of the full-time teaching staff shall have a minimum preparation time of one-hundred-thirty-five (135) minutes per five (5)-day week.
- J. Unless excused by the Chief School Administrator, teachers will be required to remain immediately after the end of the normal workday for the purpose of attending professional meetings as requested. Except for emergencies, there will be no more than two (2) faculty meetings per month and the duration of such faculty meetings shall not exceed three (3) total hours for the month. With the exception of emergencies, regular meeting dates for the school year shall be distributed in September. An agenda will be given to teachers on the school day preceding any scheduled meeting. Teachers will have the opportunity to suggest items for the agenda if submitted one (1) school day prior to the meeting. Meetings which take place after the regular in-school workday will not be called on a Friday or any day immediately preceding any holiday, except in an emergency.
- K. There shall be no more than four (4) full-day teacher in-service days during the school year. Four (4) additional half (1/2)-day in-service days may be scheduled during the school year. The content of the inservices shall be determined by the Chief School Administrator in consultation with the professional development committee.
- L. Teachers shall participate in two (2) parent conference evenings during the school year. The length of the school day, including conference time, shall not exceed the length of a normal school day. Teachers shall not be required to schedule evening conferences the day prior to an NJEA convention.
- M. For teachers required to serve as mentors to new teachers, pursuant to NJAC 6:11-5.3, the following shall apply:
 - 1. Availability of mentor positions shall be posted and interested parties may apply.
 - 2. In the event there are no applications, teachers may be assigned to serve as mentors on a rotating basis. The term of a teacher assigned to serve as a mentor shall be no more than one year.

- 3. Teachers serving as mentors shall be compensated by the mentee with a fee of four hundred fifty dollars (\$450.00) per year.
- N. For teachers required to serve on the Intervention and Referral Services Committee (I&RS) as the standing teacher representative, pursuant to NJAC 6:26-2.2, the following provisions shall apply:
 - 1. I&RS positions shall be posted and interested parties may apply
 - 2. In the event there are no applications, teachers may be assigned to serve on the I&RS team on a rotating basis. The term of a teacher assigned to serve on the I&RS shall be no more than one (1) year.
 - 3. Teachers serving as the regular teacher representative on the I&RS shall be compensated by the Board with a stipend of four-hundred dollars (\$400) per year.
- O. The Child Study Team Coordinator shall be compensated by the Board with a stipend of one-thousand-five-hundred dollars (\$1,500) per year if he/she is employed by the district.
- P. The HIB Specialist will receive a stipend of \$600 and HIB Coordinator will receive a stipend of \$300.

NON-TEACHING DUTIES

- A. Teachers shall not be required to perform clerical duties, including, record keeping of money collected for pictures, insurance, lunches or milk.
- B. A substitute teacher shall be provided for the teacher's class when Classification and Individual Educational Program (IEP) conferences involving the Child Study Team, parents, teacher, Chief School Administrator are held during school hours.
- C. Teachers serving on the curriculum committee shall be compensated by the Board with a stipend using the current negotiated hourly rate for home instruction. The Chief School Administrator shall determine the maximum number of individuals and hours
- D. The position of Safety Patrol Advisor shall be voluntary. A teacher serving as the Safety Patrol Advisor shall be compensated by the Board with a stipend of five hundred dollars (\$500) per year.
- E. The position of Yearbook Advisor shall be voluntary. A teacher serving as the Yearbook Advisor shall be compensated by the Board with a stipend of five hundred dollars (\$500) per year.
- F. The position of Student Council Advisor shall be voluntary. A teacher under this agreement serving as the advisor for the Student Council will receive a stipend of five hundred dollars (\$500) per year.
- G. Extra-curricular clubs shall be defined as seasonal (10 or fewer weeks), extended (11-25 weeks) or Full Year (September June). Seasonal clubs shall be compensated at the rate of \$300, Extended Clubs \$400 and Full Year \$500.
- H. If any stipend position is shared, the stipend amount will be shared.

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on the step as per the approved teacher salary guide at the beginning of the school year.
- B. Teachers shall be notified of their contract and salary status for the ensuing school year no later than the date established by the current statute/administrative code.

Article 10

SALARIES

A. The salaries of all full-time teachers covered by this Agreement are set forth in the salary guide schedules attached, hereto, and made a part, hereof. All increases are inclusive of increment and exclusive of longevity on an aggregate base salary budget of \$ 907,266. Part-time teachers shall be paid on a prorated basis at the appropriate step on the salary guide. The aggregate salary base shall increase annually in each of the next three academic years as per the following schedule:

Academic Year	Salary base increase		
2018/19	3.5%		
2019/20	3.5%		
2020/21	3.5%		

- B. Teachers shall be paid in twenty (20) equal semi-monthly installments, on the 10th and 25th of each month. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks dated on the last previous working day.
- C. Teachers may individually direct the board, in writing, to deduct and withhold, per payroll period, an amount equal to ten percent (10%) of base salary for that period, for participation in the Summer Payment Plan, as provided in board policy, and, in accordance with NJSA 18A:29-3, et seq., and NJAC 6:20-2A.9, et seq. Such funds, including interest earned, shall be paid to the employee or their estate, in one installment, after the last workday of the school year but prior to July 1.
- D. Teachers shall receive their final paychecks for the school year on the last workday in June, only after all "closing of school" requirements have been completed to the satisfaction of the Chief School Administrator.
- E. Any teacher employed prior to February 1st shall advance one (1) full step on the salary guide in the following school year. Any teacher employed February 1st, or thereafter, shall remain on the same step of the salary guide in the following school year. Any teacher previously employed at a salary not specified in the salary guide shall receive the appropriate upward salary adjustment, as of the effective date of this agreement.
- F. If it is a teacher's intention to change placement on the salary guide on January 1st of the then current school year, notification must be submitted in writing to the Board and be received by the Board prior to September 1st of the same school year.

Notification of a teacher's intention to change placement on the salary guide, submitted in writing to the Board and received by same after August 31st and prior to December 1st in the current school year, will be effective not earlier than September 1st of the ensuing school year.

A salary adjustment will be made at the beginning of the first month following presentation of verification of completion of requirements to the Board, but not earlier than January 1st or September 1st, whichever is applicable.

TEACHER EVALUATION and PERSONNEL FILES

- A. Teacher Observation shall follow the framework adopted by the school board. (Kim Marshall rubric format in line with Educate or Evaluation Reform standards.) Employees are to receive periodic evaluations in accordance with the procedure for evaluation as authorized by district policies and TEACH NJ & Achieve NJ as per N.J.A.C. 6A:10
 - 1. The Chief School Administrator will adhere to the district's observation model by meeting the minimum observation numbers and lengths. In addition, the Chief School Administrator will not exceed 1 teaching period for any single observation except under the following circumstances:
 - a. The teacher is conducting an activity that takes longer than a period and has invited the Chief School Administrator to do so.
 - b. The teacher has areas of struggle that have been identified. In this case, the Chief School Administrator will notify the teacher of areas needing improvement and that some observations may exceed one teaching period. The Chief School Administrator does not need to schedule an appointment for these observations in advance.
- 2. The Chief School Administrator will review the observation protocols with the teaching staff at a meeting prior to the start of classroom observations each year. This review will include at the minimum:
 - a. An overview of the chosen model.
 - b. The number of observations based upon employment (tenured, non-tenured, etc.)
 - c. The typical length of the observation.
 - d. The procedure for sending the observation report.
 - e. The procedure for discussion/acknowledgment of observation report.

B. Personnel Files

- 1. The Board agrees to treat all personnel files confidentially.
- 2. A teacher shall have the right to inspect their personnel file at any time, and to respond in writing to any item in the file, and such response is to be made a part of the file. The teacher may be accompanied by a representative of their choice.
- 3. Only materials contained in a teacher's personnel file and relating to their performance as a teacher may be used in decisions relating to retention, tenure, promotion, or professional position in the district.
- 4. The Chief School Administrator shall notify a teacher within ten (10) working days of any item inserted in their personnel file.

C. Guidelines for DEAC (N.J.A.C. 6A:10-2.3)

- 1. Standard criteria shall be recommended by a committee of two (2) teachers and the Chief School Administrator for approval and adoption by the Board.
- 2. A copy of the adopted guidelines shall be given to each teacher.

Article 12 SICK LEAVE

- A. All full-time teachers shall be entitled to twelve (12) sick leave days each school year for personal sickness or sickness in the immediate family. Part-time teachers shall be entitled to sick leave days on a prorated basis. Unused sick leave days shall be cumulative from year to year with no maximum limit. Written notice will be given in June of accumulated sick days.
- B. A full-time teacher hired after the beginning of the school year shall receive one (1) day of sick leave for every month of service in that school year to a maximum of ten (10) days.
- C. A part-time teacher hired after the beginning of the school year shall receive prorated sick leave, referred to in Section B of this article, based on the percentage of time worked.
- D. Retirement with receipt of immediate benefit, accumulated sick leave days will be paid out at fifty dollars (\$50) per day up to 150 days.

Article 13

TEMPORARY LEAVES of ABSENCE

Teachers shall be entitled to the following temporary leaves of absence, on a contract year basis:

- A. Full-time teachers shall be entitled to:
 - 1. Two (2) personal days with two (2) days' verbal notice to the Chief School Administrator.
 - 2. Two (2) emergency days without advance notice to the Chief School Administrator.

Part-time teachers shall be entitled to one (1) personal day with two (2) days verbal notice to the Chief School Administrator.

- B. All teachers shall be entitled to:
 - 1. Five (5) consecutive school days, excluding weekends, for death in the immediate family. Immediate family shall be defined as: parents, step-parents, child, step-child, grandchild, spouse, siblings, mother-in-law, father-in-law, or any other relative living within the teacher's immediate household. One (1) day leave of absence on the day of the funeral in the event of the death of a near relative. A near relative shall be defined as a grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

The Chief School Administrator shall have the authority to grant bereavement leave in addition to the above circumstances at their discretion.

- 2. All temporary leaves shall be non-cumulative from year to year.
- 3. Jury Duty N.J.S.A. 2B:20-16-17 (New Jersey Statutes Title 2B Court Organization and Civil Code) Excuse from employment for jury duty; compensation.) Any person employed full-time by any agency, independent authority, instrumentality or entity of the State or of any political subdivision of the State shall be excused from employment at all times the person is required to be present for jury service in any court of this State, any court of another state, or any federal district court or in the United States District Court for New Jersey, and shall be entitled to receive from the employer the persons usual compensation for each day the person is present for jury service in lieu of any payment for juror service as provided in P.L. 1993, c.275 (C.22A:1-1.1)

Article 14 EXTENDED LEAVES of ABSENCE

- A. It shall be the policy of the Board of Education to grant employees a family leave of absence without pay for reasons of parenthood (natural born or adopted) according to the following provisions:
 - 1. Family leave shall commence and terminate on the dates requested by the teacher, in writing, upon thirty (30) school days advance notice and approval by the Board of Education. Family leave may be granted for no more than two (2) consecutive full school years for full-time, tenured teachers and one (1) school year for non-tenured and part-time teachers.
 - 2. Any teacher granted family leave without pay according to the provision of this section may, at their discretion, elect to use a maximum of 40 accumulated sick days for such absence and receive full pay and benefits for the same.
 - 3. A teacher granted family leave shall, at their request be restored to the same teaching position and subject area. Every effort will be made to restore the same grade assignment, at the Board's discretion.
 - 4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth, nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return.
 - 5. The Board shall not remove any teacher from duties during pregnancy unless the teacher cannot produce a certificate from their physician stating that they are medically able to continue teaching.
 - 6. The Board shall not discriminate against any person in violation of NJSA 10:5-1, et seq., the New Jersey Law against Discrimination, nor in violation of the Constitution of the State of New Jersey and the United States of America.
 - 7. Upon return from family leave prior to February 1st, a teacher shall be advanced one (1) step on the salary guide, if they had worked more than a half-year of their last work year prior to said family leave.
 - 8. No teacher on family leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lebanon Borough School District in the area of certification or competence.
- B. Any teacher who does not elect to take family leave may continue to perform their duties as long as physically able to do so and will be entitled to return to duties when their physician certifies, in writing, that they are physically able to do so. The period of such absence will be deemed the same as for any other physical disability and they will be entitled to annual and accumulated sick leave pay during the period of absence, not to exceed 40 days.
- C. Extended leaves of absence for personal illness, without pay, shall be granted upon written request to and approval by the Board. The Board may require a physician's certification prior to granting a leave and prior to accepting the teacher's return to work. Leaves for personal illness may be granted for a maximum of one (1) calendar year for non-tenured and part-time teachers and for a maximum of two (2) calendar years for full-time, tenured teachers.
- D. Extended leaves of absence for educational development, without pay, may be granted upon written request to and approval by the Board. Leaves for educational development shall commence on September 1st and shall be for one (1) full school year and limited to full-time, tenured teachers. Full-time, tenured

teachers may be granted an additional one (1) year extension. Written requests shall be submitted on or before April 30th of the school year immediately preceding the leave. Written notification of intent to return from leave shall be submitted to the Board on or before April 30th of the school year during which the leave occurs.

Article 15

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy, subject only to applicable statutes, administrative regulations, and the terms of this Agreement.

Article 16

PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT

- A. The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher development and skills.
 - 1. The Board shall reimburse for graduate credit hours only, at an amount not to exceed the in-state graduate credit hour rate in effect at Rutgers University, for the corresponding semester, to a maximum of twelve (12) credit hours per school budget year. Reimbursement will be made upon receipt of documentation of prepayment for course registration and certification of satisfactory completion with a grade of "B" or better, or, where appropriate, "Pass", conditional on renewal of contract.
 - 2. Teachers shall be reimbursed for credits at the following rate schedule:

Maximum Annual Credits		
3 credits		
6 credits		
12 credits		

- 3. When the Chief School Administrator requests a teacher to attend a specific workshop out of the school district, there will be reimbursement for the mileage that the teacher must travel. This reimbursement will be at the rate approved by the Board for the appropriate school year. All employee travel requests must be approved by the Board of Education prior to travel date.
- 4. There will be two (2) days per school year provided by the Board for teachers who are giving workshops in other districts, scheduled by mutual consent.
- 5. There will be a maximum of two (2) educational improvement days per school year, scheduled at the discretion of the Chief School Administrator. If a teacher must travel out of the school district, reimbursement for mileage will be at the rate approved by the Board for the Chief School Administrator for the appropriate school year. The maximum rate for mileage reimbursement may not exceed the rate established by the NJ Office of Management and Budget for any given school year.
- 6. A teacher using their personal automobile to preview class trip sites will be reimbursed for mileage at the rate approved by the Board for the Chief School Administrator for the appropriate

- school year. All trips shall be approved, in advance, by the Chief School Administrator and Board of Education.
- 7. Recognizing that Continuing Education Units (CEU) are a benefit to the teachers and the district, the Board shall provide advancement on the salary guide for CEU credits at a rate of three (3) CEU equals one (1) graduate credit. Any course taken for credit shall have prior approval from the Chief School Administrator.
- B. A teacher's eligibility for tuition assistance has the following requirements to be met as per N.J.S.A. 18A:6-8.5:
 - 1. The institution must be accredited (duly authorized institution of higher education);
 - 2. The teacher will have obtained prior approval of the Chief School Administrator prior to enrollment in the course; and
 - 3. The course or degree must be related to the teacher's current or future job responsibilities.
- C. All State mandatory training as authorized by district policies, New Jersey Statute and New Jersey Administrative Code will be completed online by October 31st or as specified by the Chief School Administrator.

REDUCTION in FORCE

- A. If a reduction in force is to be implemented, the Board shall notify affected teachers at least sixty (60) days in advance of their termination date.
- B. Teachers terminated shall have recall rights for two (2) years after such termination.
- C. Should grade levels be combined as a result of a reduction in force, any full-time teacher, with two (2) grade levels shall receive extra compensation of an additional fifteen percent (15%) of their base salary.

Article 18

TEACHER BENEFITS

- A. The Board will offer medical insurance coverage to all teachers and their qualified dependents who meet the eligibility requirements of the insurance carrier.
- B. The Board will furnish to each employee, when applicable, brochures and other descriptive materials relating to benefits contained in the Agreement.
- C. The Board will offer prescription drug insurance coverage to all teachers and their qualified dependents who meet the eligibility requirements of the insurance carrier.
- D. A flexible spending account will be authorized and available to all employees as required by P.L. 2011, Ch. 78 specifications.
- E. The Board agrees to provide payment for medical and prescription health benefits set by the NJ State Health Benefits Plan NJ Direct 2035 plan and Benecard Rx prescription plan. Employees accepting health

insurance coverage agree to contribute 3.5% of their current year salary for the purpose of partially reimbursing the Board for said coverage. Employees have the option to purchase increased coverage benefits at their own expense above the stated threshold allowance.

- F. The Board agrees to offer voluntary disability and dental insurance benefits to eligible employees at their own expense.
- G. Any Teacher on approved leave of absence with or without pay agrees to continue health benefit contributions for each month of coverage provided by the Board for health and medical insurance as well as any voluntary disability or dental insurance elections.

If a teacher on approved leave of absence with or without pay returns to work within the same school year, they may request to spread the cost of the health benefit contributions over the remaining pay periods as deductions from their pay checks.

Article 19

INVALIDATION, REPRISALS and RATIFICATION

A. Invalidation

Should any provision of this Agreement be held by any court of law to be invalid, that provision shall be null and void, but every other provision shall remain in full force and effect.

B. Reprisals

There shall be no reprisals of any kind by the Board or the Association or its agents against any individuals or group of individuals for activities leading up to or preceding this Agreement.

C. Ratification

The parties agree to make a tentative agreement to secure ratification of this Agreement by their respective organizations.

Article 20

DURATION of AGREEMENT

This contract shall be in effect for three (3) years, from July 1, 2018 through June 30, 2021.

MEMORANDUM OF AGREEMENT

This memorandum of agreement between the Lebanon Borough Board of Education and the Lebanon Borough Teachers Association outlines the changes to the previous agreement and negotiated salaries for the 2018/19, 2019/20 and 2020/2021 school years. The new agreement provides for the following increase, inclusive of increments, exclusive of longevity payment on an aggregate base of \$ 907,266 in salaries.

2018/19 3.5 % increase 2019/20 3.5 % increase 2020/21 3.5% increase

Longevity payment structure per year (based on Years in District):

25 – 29 years \$750 30+ years \$1,000

The following articles in the negotiated contract have been revised as detailed within the agreement:

All references to gender specific pronouns have been changed to they/their.

Article 8: Non-Teaching Duties

Article 12: Sick Leave

Article 13: Temporary Leave of Absence

Article 14: Extended Leave of Absence

Article 18: Teacher Benefits

Article 20: Duration of Agreement

The undersigned agree to the terms of this three year contract:

Lebanon Borough Board of Education
Melysa 20606
Melissa Toledo LBBOE
Danie P. Elwell, Sr. LBBOE
3/28/18
Date

AGREEMENT

IN WITNESS of the foregoing, the parties hereto have caused this Agreement to be duly executed by their respective Presidents and Secretaries on the date indicated below.

Lebanon Borough Board of Education	Lebanon Borough Education Association
Joelly Camber	Kallen ReBalds.
President	President
Patricia Duell	wette Corradi
Secretary	Secretary
5/3/2018	5/7/18
Date	Date

Year 1 Salary Guide 2018/19

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	50,010	51,610	53,210	54,810	56,410	58,010
2	50,505	52,105	53,705	55,305	56,905	58,505
3	51,010	52,610	54,210	55,810	57,410	59,010
4	51,960	53,560	55,160	56,760	58,360	59,960
5	52,510	54,110	55,710	57,310	58,910	60,510
6	52,910	54,510	56,110	57,710	59,310	60,910
7	53,760	55,360	56,960	58,560	60,160	61,760
8	54,638	56,238	57,838	59,438	61,038	62,638
9	55,060	56,660	58,260	59,860	61,460	63,060
10	55,360	56,960	58,560	60,160	61,760	63,360
11	55,810	57,410	59,010	60,610	62,210	63,810
12	56,660	58,260	59,860	61,460	63,060	64,660
13	58,850	60,450	62,050	63,650	65,250	66,850
14	61,760	63,360	64,960	66,560	68,160	69,760
15	62,760	64,360	65,960	67,560	69,160	70,760
16	64,260	65,860	67,460	69,060	70,660	72,260
17	66,210	67,810	69,410	71,010	72610	74,210
18	68,775	70,375	71,975	73,575	75,175	76,775
19	69,275	70,875	72,475	74,075	75,675	77,275
20	70,275	71,875	73,475	75,075	76,675	78,275
21	72,275	73,875	75,475	77,075	78,675	80,275
22	74,275	75,875	77,475	79,075	80,675	82,275
23	76,275	77,875	79,475	81,075	82,675	84,275
24	78,275	79,875	81,475	83,075	84,675	86,275
25	80,785	82,385	83,985	85,585	87,185	88,785

LONGEVITY:

Years of in-district service completed as of 9/1/2018:

25 Through 29

30 and over

Payment Amount:

\$750.00 \$1,000.00

Years of experience accepted by the Board will place newly hired teachers at that year on the guide. (Example: 5 years prior experience places that teacher starting at step 6 on the salary guide)

Year 2 Salary Guide 2019/20

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,010	52,610	54,210	55,810	57,410	59,010
2	51,505	53,105	54,705	56,305	57,905	59,505
3	52,510	54,110	55,710	57,310	58,910	60,510
4	53,960	55,560	57,160	58,760	60,360	61,960
5	54,770	56,370	57,970	59,570	61,170	62,770
6	54,910	56,510	58,110	59,710	61,310	62,910
7	55,635	57,235	58,835	60,435	62,035	63,635
8	56,138	57,738	59,338	60,938	62,538	64,138
9	57,060	58,660	60,260	61,860	63,460	65,060
10	57,860	59,460	61,060	62,660	64,260	65,860
11	58,310	59,910	61,510	63,110	64,710	66,310
12	58,910	60,510	62,110	63,710	65,310	66,910
13	60,350	61,950	63,550	65,150	66,750	68,350
14	63,260	64,860	66,460	68,060	69,660	71,260
15	64,510	66,110	67,710	69,310	70,910	72,510
16	65,260	66,860	68,460	70,060	71,660	73,260
17	67,460	69,060	70,660	72,260	73,860	75,460
18	69,775	71,375	72,975	74,575	76,175	77,775
19	71,525	73,125	74,725	76,325	77,925	79,525
20	72,275	73,875	75,475	77,075	78,675	80,275
21	73,775	75,375	76,975	78,575	80,175	81,775
22	75,775	77,375	78,975	80,575	82,175	83,775
23	77,275	78,875	80,475	82,075	83,675	85,275
24	79,025	80,625	82,225	83,825	85,425	87,025
25	81,285	82,885	84,485	86,085	87,685	89,285

LONGEVITY:

Years of in-district service completed as of 9/1/2018:

25 Through 29

30 and over

Payment Amount:

\$750.00 \$1,000.00

Years of experience accepted by the Board will place newly hired teachers at that year on the guide. (Example: 5 years prior experience places that teacher starting at step 6 on the salary guide)

Year 3 Salary Guide 2020/21

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	52,010	53,610	55,210	56,810	58,410	60,010
2	52,505	54,105	55,705	57,305	58,905	60,505
3	53,510	55,110	56,710	58,310	59,910	61,510
4	54,960	56,560	58,160	59,760	61,360	62,960
5	55,270	56,870	58,470	60,070	61,670	63,270
6	55,960	57,560	59,160	60,760	62,360	63,960
7	56,635	58,235	59,835	61,435	63,035	64,635
8	57,138	58,738	60,338	61,938	63,538	65,138
9	57,460	59,060	60,660	62,260	63,860	65,460
10	58,360	59,960	61,560	63,160	64,760	66,360
11	59,060	60,660	62,260	63,860	65,460	67,060
12	59,660	61,260	62,860	64,460	66,060	67,660
13	60,500	62,100	63,700	65,300	66,900	68,500
14	64,260	65,860	67,460	69,060	70,660	72,260
15	65,510	67,110	68,710	70,310	71,910	73,510
16	66,010	67,610	69,210	70,810	72,410	74,010
17	67,460	69,060	70,660	72,260	73,860	75,460
18	69,268	70,868	72,468	74,068	75,668	77,268
19	71,525	73,125	74,725	76,325	77,925	79,525
20	73,025	74,625	76,225	77,825	79,425	81,025
21	74,525	76,125	77,725	79,325	80,925	82,525
22	76,525	78,125	79,725	81,325	82,925	84,525
23	77,775	79,375	80,975	82,575	84,175	85,775
24	79,525	81,125	82,725	84,325	85,925	87,525
25	81,785	83,385	84,985	86,585	88,185	89,785

LONGEVITY:

Years of in-district service completed as of 9/1/2018:

25 Through 29

30 and over

Payment Amount:

\$750.00 \$1,000.00

Years of experience accepted by the Board will place newly hired teachers at that year on the guide. (Example: 5 years prior experience places that teacher starting at step 6 on the salary guide)