AGREEMENT

Lebanon Borough Board of Education

And

Lebanon Borough Education Association



July 1, 2006 Through June 30, 2009

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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.

Article 2

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor 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.

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. <u>Procedure</u>

1. Level One

A teacher or a group of teachers with a grievance shall first discuss it with the superintendent; either directly or through the Association's designated representative, with the objective of resolving the matter informally.

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 Board has ten(10) school days to hold a hearing and five(5) school days to respond, in writing, after the hearing.

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 himself/herself, or at her 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.

Article 3 (cont.)

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 superintendent, 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.
- 5. 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	
Day Crisses Filed Level One	
Date Grievance Filed – Level One	

Date Grievance Filed – Level Two	
GRIEVA	ANCE PROCESS
<u>Level One</u>	
Informal Meeting Date	
Statement of Superintendent/CSA	
<u>Level Two</u>	
Hearing Date	
Decision of Board	
<u>Level Three</u>	
Hearing Date	
Decision of Arbitrator	
———	

TEACHER RIGHTS and FACILITIES

- A. No teacher shall be disciplined of deprived of any professional advantage without just cause. Any such action shall be subject to the grievance procedure.
- B. Whenever any teacher is required to appear before the superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, or employment, or the salary or any increments pertaining

thereto, he/she 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 his/her duties.
- 3. To provide at least two telephone lines in the school building, and to provide one telephone in close proximity to the employee's lounge.
- 4. That the school building shall be supplied with no less than the current amount of audio visual equipment and such equipment shall be maintained in operating condition.
- 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 full-time staff members. Part-time staff will only have access to the building by signing out a key on an as-needed basis in the administrative office.

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 the Association treasurer 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, he/she shall suffer no loss in pay.
- C. Representatives of the Association and the Superintendent/CSA or Principal 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 Superintendent/CSA or Principal, and at not 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 Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board.
- H. The Board agrees to make available to the Association, upon request, 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 superintendent shall present the proposed calendar to the Association for discussion.
- C. There will be a 12:45pm dismissal on the first and last day of school for students only. The Wednesday before Thanksgiving, and on December 23rd when December 25th falls on a Thursday, Friday, Saturday or Sunday, there will be a 12:45pm dismissal for staff and students.

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 in-school workday 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.
 - The total in-school workday for the kindergarten teacher shall consist of (4) four hours and (15) fifteen minutes. The kindergarten day shall include (3) three hours and (30) thirty minutes of pupil contact time.
- C. Teachers will be at their assigned stations as designated by the Principal or designee at least 15 minutes before the opening of the pupil school day.

Article 7 (cont.)

D. Lunch

- 1. Teachers shall have a daily duty-free period of thirty (30) 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 inschool 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 for the Superintendent/CSA 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. Teachers shall participate in no less than 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 Superintendent/CSA or Principal, teachers will be required to remain immediately after the end of the normal workday for the purpose of attending professional meetings as requested by the Superintendent/CSA or Principal. 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. When possible, 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 in-services shall be determined by the Principal/CSA 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 Board with a stipend of eight-hundred-twenty-five dollars (\$825.00) per year.

Article 7 (cont.)

- 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 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.

NON-TEACHING DUTIES

- A. Teachers shall not be required to perform clerical duties, including:
 - 1. Record keeping for money collected for pictures, insurance, lunches and (except for kindergarten) milk.
 - 2. Hand-scoring for standardized tests and I.Q. tests.
 - 3. Typing and duplicating of school publications.
- 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, superintendent or principal are held during school hours.
- C. 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 four hundred dollars (\$400) per year.
- D. The position of Basketball Coach shall be voluntary. A teacher serving as the Basketball Coach shall be compensated by the Board with a stipend of three hundred-twenty-five dollars (\$325) per year.
- E. 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.
- F. The position of Yearbook Advisor shall be voluntary. A teacher serving as the Yearbook Advisor shall be compensated by the Board with a stipend or four-hundred dollars (\$400) per year.

- G. The two teachers serving as the leader for Family Math and Family Science will each receive a stipend of three-hundred-fifty dollars (\$350) per year. The continuation of the program will be decided each year by the principal
- H. 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 three-hundred-fifty dollars (\$350) per year.

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on the proper step of the 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 then 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 schedule attached, hereto, and made a part, hereof. Part-time teachers shall be paid on a prorated basis at the appropriate step on the salary guide. The Kindergarten teacher shall receive sixty-five percent (65%) of the appropriate step on the salary guide.
- 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 his/her 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 Superintendent/CSA or Principal.
- 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 than 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.

Article 11

TEACHER EVALUATION and PERSONNEL FILES

A. Observations

- 1. There shall be a minimum of three (3) observations per year for non-tenured teachers, the dates to be scheduled in advance between the Superintendent/CSA or Principal and the teacher.
- 2. There shall be a minimum of one (1) observation per year for tenured teachers, the date to be scheduled in advance between the Superintendent/CSA or Principal and the teacher.

B. Evaluation Procedure

- 1. A written report signed by the Superintendent/CSA or Principal shall be prepared within one (1) week after each observation, and a copy given to the teacher.
- Within three (3) days of receipt of said report by the teacher, there shall be a conference between the teacher and the Superintendent/CSA or Principal to discuss the report prior to placement in the teacher's personnel file.

- 3. The teacher and the Superintendent/CSA or Principal shall sign the report solely to indicate that it has been read and that the conference has taken place. The teacher's signature shall not be construed as agreement with or acceptance of the evaluation.
- 4. The teacher shall have the right to respond, in writing, to any such evaluation or report. Such response shall be permanently attached to the report and made a part of the teacher's personnel file.
- 5. A teacher may request re-evaluation on the basis of professional improvement.

C. Personnel Files

- 1. The Board agrees to treat all personnel files confidentially.
- 2. A teacher shall have the right to inspect his/her 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 his/her choice.
- 3. Only materials contained in a teacher's personnel file and relating to his/her performance as a teacher may be used in decisions relating to retention, tenure, promotion, or professional position in the district.
- 4. The superintendent/CSA or Principal shall notify a teacher within ten (10) working days of any item inserted in his/her personnel file.

D. Guidelines for Evaluation

- 1. Standard criteria shall be recommended by a committee of two (2) teachers and the superintendent/CSA or Principal for approval and adoption by the Board.
- 2. A copy of the adopted guidelines shall be given to each teacher.

Article 12

SICK LEAVE

- E. All full-time teachers and the kindergarten teacher 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.
- F. 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.
- G. 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 she works.

H. Upon retirement, accumulated sick leave days will be paid out at fifty dollars (\$50) per day up to 100 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 and the kindergarten teacher shall be entitled to:
 - 1. Two (2) personal days with two (2) days verbal notice to the superintendent.
 - 2. Two (2) emergency days without advance notice to the superintendent.
- 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, 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, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

The superintendent/CSA or Principal shall have the authority to grant bereavement leave in addition to the above circumstances at his/her discretion.

- 2. All temporary leaves shall be non-cumulative from year to year.
- 3. After personal and emergency leaves of absence are exhausted, any teacher shall be entitled to her per diem salary less the substitute pay, if she is called to answer any subpoena that requires absence from school on a scheduled student day.

Article 14

EXTENDED LEAVES of ABSENCE

- A. The Board shall grant maternity leave without pay to any teacher upon request, subject to the following stipulations:
 - Maternity leave shall commence and terminate on the dates requested by the teacher, in writing, upon thirty (30) school days advanced notice. Maternity leave shall 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 maternity leave without pay according to the provision of this section may, at her discretion, elect to use all or any part of her accumulated sick leave prior to the period of such absence and receive full pay and benefits for the same.
- 3. A teacher granted maternity leave shall at her 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 her duties during pregnancy unless the teacher cannot produce a certificate from her physician stating that she is 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 maternity leave prior to February 1st, a teacher shall be advanced one (1) step on the salary guide, if she had worked more than a half-year of her last work year prior to said maternity leave.
- 8. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lebanon Borough School District in the area of her certification or competence.
- B. Any teacher who does not elect to take maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies, in writing, that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave pay during the period of absence.

Article 14 (cont.)

- C. Any teacher adopting a child shall receive similar leave, which shall commence upon receiving *de facto* custody of said child, or earlier, when necessary to fulfill the requirements for the adoption.
- D. Extended leaves of absence for personal illness, without pay, shall be granted upon written request to 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 shall 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.
- E. Extended leaves of absence for educational development, without pay, may be granted upon written request to 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.

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.

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 twenty-four (24) credit hours per school budget year, for courses approved by the superintendent/CSA or Principal prior to course registration. 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".
 - 2. Teachers shall be reimbursed for credits at the following rate schedule:

% of Full-time Status	Maximum Annual Credits
.2 to .4	3 credits
.5 to .8	6 credits
.9 to 1.0	12 credits

- 3. When the superintendent/CSA or principal 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 superintendent/CSA for the appropriate school year.
- 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 superintendent/CSA or principal. If a teacher must travel out of the school district, reimbursement for mileage will be at the rate approved by the Board for the superintendent/CSA for the appropriate school year.
- 6. A teacher using his/her personal automobile to preview class trip sites will be reimbursed for mileage at the rate approved by the Board for the superintendent/CSA for the appropriate school year. All trips shall be approved, in advance, by the superintendent/CSA or principal.
- 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 superintendent/CSA or principal.
- B. Courses taken for professional development shall be graduate courses at an accredited college and shall be related to a teacher's present or future assignment in the Lebanon Borough School District.

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, and/or kindergarten teacher, with two (2) grade levels shall receive extra compensation of an additional fifteen percent (15%) of his/her base salary.

Article 18

TEACHER BENEFITS

- A. The Board will provide hospitalization/major medical coverage to all teachers and their qualified dependents who meet the eligibility requirements of the 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 provide prescription insurance coverage to all teachers and their qualified dependents who meet the eligibility requirements of the carrier.

INVALIDATION, REPRISALS and RATIFICATION

E. 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.

F. 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.

G. Ratification

The parties agree to make every effort 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, 2006 through June 30, 2009.

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.

<u>Lebanon Borough Board of Education</u> <u>Association</u>	Lebanon Borough Education
President	President
Secretary	Secretary
Date	Date

MEMORANDUM OF AGREEMENT

January 24, 2006

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 the negotiated salaries for the 2006,-07, 2007-08, and 3008-09 school years.

The new agreement provides for the following increase, inclusive of increments, exclusive of longevity payment on an aggregate base of \$643,236 in salaries.

2006-07	4.50% Increase
2007-08	4.50% Increase
2008-09	4.50% Increase

Longevity Payment Structure: (Years in district)

15 – 19 Years \$300 20 – 24 Years \$500 25 – 29 Years \$750 30 and Over \$1,000

The following articles in the negotiated contract have been revised as detailed on the attached pages.

Article 5: Revision of F Article 6: Revision of C

Article 7: Revision of A, C, J, K and N

Article 8: Revision of C, E; Addition of G and H

Article 13: Revision of P

Article 14: Revision of A-1, D, and E

Article 16: Revision of A-1, Addition	n of A-2; Revision of 3,5,6 and 7
The undersigned agree to the terms of	of this three-year contract.
John Knoble, LBBOE	Beth Crawford, LBBOE
Karen Chardoussin	Charles Marstellar