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PROFESSIONAL AGREEMENT BETWEEN THE LEBANON BOARD OF EDUCATION AND THE LEBANON ADMINISTRATORS ASSOCIATION

PREFACE

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS ____ day of October, 2019, by and between the Lebanon Board of Education (hereinafter referred to as the "Board") and the Lebanon Administrators Association (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

- A. The Board recognizes the Lebanon Administrators' Association as the exclusive representative of all certified professional employees employed by the Board in positions requiring an administrative or supervisory certificate not included in the teachers' unit or excluded from the purview of §§10-153a to 10-153g of the General Statutes, inclusive. This recognition clause specifically excludes the business manager. Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement shall refer to all employees in the above unit. The term "Board of Education" or "Board", as used in this Agreement, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used in this Agreement, shall mean the Superintendent or his or her designee.
- B. The Board agrees that it will not negotiate or confer with any individual or organization of administrators other than the Lebanon Administrators Association on Board/Association matters as long as said Association retains organizational recognition status.

ARTICLE II DUES DEDUCTIONS

A. Members

Upon the submission of a voluntary written authorization signed by an administrator, the Board agrees to deduct from the administrator an amount equal to the Association membership dues by means of payroll deductions.

B. Forwarding of Monies

The Board agrees to forward to the Lebanon Administrators' Association each month all monies deducted during that month for local dues deduction.

C. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all administrators of the Board of Education and the positions held by said administrators. The Board shall notify the Association monthly of any changes in said list.

D. Hold Harmless Clause

The Association shall protect and save harmless the Board of Education from financial loss or expense, including legal fees and costs, if any, arising out of any and all claims, demands, liabilities, suits or judgments by reason of the implementation of this Article, whether such financial loss or expense results from judicial, administrative, arbitral, settlement or other proceedings.

ARTICLE III CONDITIONS OF EMPLOYMENT

Conditions of employment for Elementary School Principal, High School Principal, Middle School Principal, Special Services Director, Director of Curriculum and Assistant Principals on a 247 day work year:

A. Length of work year: 247 days.

B. Paid holidays: 13 days (as listed)

1. New Year's Day 7. Labor Day 2. Martin Luther King Day 8. Columbus Day 3. Presidents' Day 9. Veteran's Day 4. Good Friday 10. Thanksgiving Day (2 days) 5. Memorial Day 11. Christmas (2 days)

6. 4th of July

The above holidays shall be celebrated on the date declared by the federal or state government, or in lieu thereof the Board of Education, as the official day of celebration and only when school is not in session.

C. 1. Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits. The medical benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the

- SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
- 2. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired employees.
- 3. The Board and the administrators shall pay the following percentages of the premium cost for health and dental insurance:

	Board	Administrators		
2020-21	83%	17%		
2021-22	82%	18%		
2022-23	81%	19%		

- 4. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- 5. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.
 - a) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or
 - b) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would

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substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

- c) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-1131) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits design and funding, premium cost share and/or introduction of an additional optional medical benefits plan.
- 6. In any negotiations triggered under subparagraph 5 above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account previously set forth in Article III of the collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:
 - Trends in medical insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

- 7. Dental Full Service, Rider A
- 8. Term Life Insurance Three times salary
- D. To be eligible to participate in the insurance plans set forth above, each administrator must submit a written wage deduction authorization permitting the Board of Education to deduct from the administrator's salary his or her share of the cost of benefits, during open enrollment. An administrator may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the Board's insurance plan.
- E. Disability Insurance The Board will provide up to \$1,000 annually for disability insurance for each member of the bargaining unit.
- F. The Board of Education reserves the right to change insurance carriers or to self-insure for any of the plans specified above provided that the new plans are comparable in terms of coverage and benefit. The list of physicians, hospitals and other health care

providers shall not be a consideration in determining comparability of coverage and benefits.

G. Notwithstanding any provision of this agreement, in the event that the administrators' bargaining representative agrees to negotiate new insurance plans or to accept coverage under another plan, the administrators agree to open this contract at the request of the Board for the purpose of negotiating changes in plan coverage. No changes in administrator premium share shall be negotiated by either party.

H. Travel

1. Use of personal car \$1,100.

I. Tuition

Upon successful completion of a preapproved course, administrators will be reimbursed 100% of the cost of tuition and books for a three credit course up to a maximum amount equal to the graduate credit cost at the University of Connecticut, but not to exceed reimbursement for more than two (2) three-credit courses per contract year. This must be approved by the Superintendent of schools prior to completion of the budget. No more than five thousand (\$5000) per year shall be expended by the Board for tuition reimbursement.

J. Sick Days

Twenty (20) sick days per year cumulative to two hundred ten (210) days.

K. Vacation

Administrators shall be entitled to twenty-five (25) days' vacation to be taken during the contract year.

Vacation days may be taken during the school year upon receiving permission from the Superintendent of schools.

Vacation allotment for a contract year (July 1 through June 30) may not be carried over for more than six (6) months after the allotment year (that is, beyond December 31). Exceptions may be made to this rule by a vote of the Board of Education after examining the written request of the administrator. If it is determined by the Superintendent that the absence of the administrator would be detrimental to the operation of the school, the Superintendent can recommend to the Board that the administrator be compensated at the daily rate of pay for vacation days so affected. Compensatory pay may be granted by a vote of the Board of Education. The rate of compensation will be the per diem rate in effect at the time the vacation days were allotted. All requests for daily compensation in lieu of vacation must be made within the six month period after the allotment year. No more than five (5) days may be compensated in the manner described above.

Vacation allotment for employees who sever employment prior to June 30 of any contract year will be prorated based on the full number of months worked in said contract year.

L. Retirement

Notification of retirement must be submitted to the Superintendent by January 1 that they are retiring effective June 30 of that school year. Each administrator who has five (5) or more years of qualified continuous service in the school system of Lebanon, and who is retiring under the terms of and drawing compensation provided for by the Connecticut Retirement System for Teachers will be eligible, on the date of such retirement, for payment of a retirement allowance in addition to any and all other compensation due. The amount of payment will be computed by multiplying \$50 by the individual's number of earned but unused sick leave days in excess of fifty (50).

Each administrator retiring in Lebanon after serving the district as an administrator for ten (10) years shall be awarded a one-time retirement benefit of \$2,000.

The above-referenced benefits, payment for unused sick leave and a one-time retirement payment, are not available to administrators hired after June 30, 2014.

M. Other Benefits

- 1. Membership in national and state affiliated professional organization of administrative area (e.g. secondary principal NASSP), subject to the approval of the Superintendent of Schools.
- 2. Membership in two additional professional organizations of choice, up to \$150.00.

N. Professional Development

Attendance at national conferences and seminars not to exceed \$1500 per member - subject to advanced approval by the Superintendent, provided the Superintendent states any reason for a denial within five (5) school days.

ARTICLE IV MANAGEMENT RIGHTS

It is understood and agreed that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools of the Town of Lebanon in all its aspects. In this, it is recognized that the Board has all the customary and usual rights, powers, functions and authority of management as provided under §§10-220 and 10-221 of the Connecticut General Statutes.

Any of the rights, powers, functions and authority which the Board had prior to the signing of this agreement, or any agreement with the Association, including those in respect to rates of pay, hours of employment, or conditions of work, are retained by the Board, except as those rights, powers, functions or authority are specifically abridged or modified by the express provisions of this agreement or by any supplement to this agreement arrived at through the process of collective bargaining. Such rights, powers, functions and authority include by way of illustration but are not limited to the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Lebanon to give the children of Lebanon as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for the school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school; to employ, assign and transfer employees; to suspend or dismiss the employees of the schools in the manner provided by statutes; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance within the appropriated budget as it shall deem desirable; and to continue to establish administrative regulations not inconsistent with this agreement.

ARTICLE V LEAVES AND SABBATICALS

A. Personal Leave

Personal leave of up to five (5) days per year shall be granted by the Superintendent for business which cannot be transacted outside of school hours. The administrator must request such leave in writing, and in such form as may be administratively required, with reasons stated, 48 hours in advance, provided that the administrator may verbally notify the Superintendent, and complete the appropriate form upon returning to school. Personal business which cannot be transacted outside of school hours includes, but is not limited to, the following:

- 1. Any legal and/or financial situation that might arise wherein the administrator's attendance is required, provided that this clause shall not pertain to any situation that shall arise due to the demands of outside employment.
- 2. Any severe illness in the immediate family requiring the presence of the

administrator (for the purpose of this subsection, immediate family shall be defined as spouse, partner, father, mother, siblings, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, step children, step sister, step brother, step parent, legal guardian or member of the immediate household);

- 3. Birth of child or adoption;
- 4. Observance of major religious holidays;
- B. The Superintendent may grant additional leave to administrators who have exhausted their personal leave in bona fide cases of emergency.

C. Funeral Leave

The Superintendent shall grant up to three (3) days leave for purposes of attending a funeral in cases of death in the immediate family. Immediate family is defined as spouse, partner, father, mother, siblings, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, step children, step sister, step brother, step parent, legal guardian or member of the immediate household. Extension of leave may be granted at the discretion of the Superintendent.

D. Professional Leave

The Superintendent may grant professional leave to be used for the purpose of visiting other schools, attending conferences, attending conventions and other activities related to professional development. The administrator must request such leave at least five (5) working days in advance, stating the purpose of the leave, duration, estimated expenses, and such other information as may be required by the Superintendent on an administrative professional leave request form.

E. Leave of Absence

- 1. Leaves of absence may be granted for extended periods of time for medical, physical, professional enrichment, and unusual personal reasons. Such leaves shall be presented in writing to the Superintendent of Schools.
- 2. Administrators who are granted extended leave for a full school year, as stated above, will be reinstated and receive the same increase as other members of the bargaining unit.
- 3. Fringe benefits may be continued during such leave at the administrator's expense.
- 4. It is understood that by granting any leave the Superintendent in no way waives his/her right to deny similar leaves in the future for any reason.
- 5. With respect to any leave granted under this section, the decision whether to

grant such leave and the length of such leave shall not be matters subject to the grievance procedure of this Agreement.

F. Maternity Leave

- 1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in §10- 156 of the Connecticut General Statutes.)
- 2. Accumulated sick leave shall be available for use during periods of such disability.
- 3. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- 4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- 5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
- G. At the commencement of and during the course of any paid or unpaid leave granted for medical reasons, the Superintendent of schools may require an administrator to provide a statement from his/her physician indicating the anticipated date the administrator will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Superintendent may require the administrator to undergo an examination by a Board-appointed physician to verify this information.
- H. Any leave granted under the provisions of this contract or Board policy shall be credited against an employee's entitlement under the Family and Medical Leave Act.

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ARTICLE VI GRIEVANCE PROCEDURES

A. Level One - Superintendent of Schools

If an administrator feels he/she has a grievance, he/she may discuss the dispute with the Superintendent. If after the discussion the administrator still feels he/she has a grievance, he/she may file a written statement of the grievance/dispute which shall include a statement of the facts and the remedy requested and must contain reference to explicit provisions of this contract violated. A written grievance must be filed with the Superintendent of Schools within twenty (20) days the administrator knew or should have known of the event giving rise to the grievance.

The Superintendent or his/her designated representative shall, within ten (10) calendar days after the meeting with the administrator, render his/her decision and the reasons thereof in writing to the administrator, with a copy to the Association.

B. Level Two - Board of Education

- 1. In the event a grievance concerning a violation, misinterpretation or misapplication of a specific provision of the contract is not resolved at Level One, the administrator may, within seven (7) days after the decision, or within twelve (12) calendar days after the hearing, submit the grievance to the Board. The written statement of the grievance shall include a statement of the facts, a reference to the explicit provision of this contract or Board policy which the administrator claims has been violated, the grounds of the appeal to Level Two, and the remedy requested. No change shall be made in the subject of the original grievance, with the understanding that procedural issues may be raised at any level.
- 2. The Board of Education or its designated committee shall meet with the administrator for the purpose of resolving the grievance, not later than thirty (30) days after receipt of the grievance. A full and accurate record of such meeting shall be made available to any party in interest upon written request.
- 3. The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons thereof in writing to the administrator, with a copy to the Association.

C. Level Three - Arbitration

1. In the event a grievance is not resolved at Level Two, the administrator may, within three (3) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

- 2. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for the arbitration under the Voluntary Labor Arbitration Rule of the American Arbitration Association, which shall act as the administrator of the proceedings and conduct them in accordance with its administrative procedures, practices and rules. In no event shall submission to the American Arbitration Association be made later than ten (10) days following the decision of the Board or the expiration of the time limit for making such decision, whichever occurs first. No employee may file for arbitration as an individual; only the Association may file an appeal for arbitration hereunder. Only grievances relating to an alleged violation, misapplication or misinterpretation of a specific term or terms of this Agreement may be submitted to arbitration.
- 3. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior meetings, and shall hold such further meetings with the administrator and other parties in interest as he/she shall deem requisite.
- 4. The arbitrator shall render his/her findings of fact, reasoning, and conclusions on the issues submitted and shall make appropriate compensatory awards when necessary. The grievance procedure set forth herein shall be the exclusive remedy for an alleged breach of this Agreement, and the decision of the arbitrator shall be final and binding upon the parties, except that neither party waives its legal right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any action to determine the arbitrability of the claim in dispute, the question of arbitrability shall be a question of law for the court to determine.
- 5. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.
- 6. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement.

D. Rights of Administrators to Representation

1. Any party in interest may be represented at any level of the procedure by another administrator of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any administrator organization other than the Association. When an administrator is not represented by the Association, the Association will be promptly notified and have the right to be present and to state its views at all stages of the procedure. The Association agrees to represent all administrators equally without regard to

- membership or participation in, or association with, the activities of the Association or any other employee organization.
- 2. The Association may, if it so desires, call upon the professional services of its parent Association for consultation and assistance at any stage of the procedure.

E. Miscellaneous

- 1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure. The forms entitled "Formal Grievance Presentation," "Decision of Superintendent," "Review by Board of Education," "Determination Regarding Arbitration," as agreed to by the Association and the Board are understood to be proper forms.
- 3. Bargaining unit members will not be suspended without pay without just cause. The provisions of Connecticut General Statutes § 10-151 set forth the specifically listed exclusive procedures for termination or non-renewal of an employment contract.

ARTICLE VII SALARY SCHEDULE

Administrators will be placed on the salary step schedule by the Superintendent based on their prior administrative experience. In making this experience, the Superintendent may take into account other factors and experience, such as advanced degrees and other training, non-public school administrator experience, and other leadership or management experience and training. The final decision as to salary placement lies with the Superintendent.

2020-21						
	1	2	3	4	5	
H.S. Principal	\$128,708	\$132,759	\$136,856	\$140,847	\$145,053	
M.S. Principal	\$123,823	\$126,502	\$132,331	\$135,607	\$139,802	
Dir. of Spec. Serv.	\$120,605	\$123,337	\$129,282	\$133,086	\$137,338	
E.S. Principal	\$117,361	\$120,039	\$125,868	\$129,597	\$133,500	
Dir. of Curriculum	\$112,425	\$116,155	\$120,933	\$125,713	\$129,299	
HS Asst Prin	\$89,593	\$93,624	\$95,965	\$98,363	\$100,822	

		2021-22			
	1	2	3	4	5
H.S. Principal	\$131,282	\$135,414	\$139,593	\$143,664	\$147,954
M.S. Principal	\$126,299	\$129,032	\$134,978	\$138,319	\$142,598
Dir. of Spec. Serv.	\$123,017	\$125,804	\$131,868	\$135,748	\$140,085
E.S. Principal	\$119,708	\$122,440	\$128,385	\$132,189	\$136,170
Dir. of Curriculum	\$114,674	\$118,478	\$123,352	\$128,227	\$131,885
HS Asst Prin	\$91,385	\$95,496	\$97,884	\$100,330	\$102,838
		2022-23			
	1	2	3	4	5
H.S. Principal	\$133,973	\$138,190	\$142,455	\$146,609	\$150,987
M.S. Principal	\$128,888	\$131,677	\$137,745	\$141,155	\$145,521
Dir. of Spec. Serv.	#10E E00	#100 000		M100 501	01.40 OFT
	\$125,539	\$128,383	\$134,571	\$138,531	\$142,957
E.S. Principal	\$125,539 \$122,162	\$128,383 \$124,950	\$134,571 \$131,017	\$138,531 \$134,899	\$142,957 \$138,961
E.S. Principal Dir. of Curriculum	-	•			

Administrators not at Step 5 will advance one step on the salary schedule on: July 1, 2020; July 1, 2021; and July 1, 2022.

ARTICLE VIII REDUCTION OF ADMINSTRATIVE STAFF

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

- A. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists for which he/she is certified and qualified, as determined by the Superintendent and in which they have previous acceptable experience, provided such opening does not constitute a promotion. If there is no administrative opening, the administrator shall be offered a teaching position for which he/she is certified and qualified, subject to the reduction in force procedure in the teachers' contract and the law attendant thereto.
- B. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit or the salary schedule according to the teacher contract for his/her administrative and teaching experience both within and outside the school system and shall retain all accumulated sick leave.
- C. Any administrator who has been displaced because of a reduction in staff or elimination of position and does not obtain another position shall be placed on a reappointment list

for two (2) school years for his/her former administrative position or another similar administrative position, provided such administrator does not refuse an appointment. Administrators shall be recalled to positions for which they are certified and qualified as determined by the Superintendent and in which they have previous acceptable experience. If reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.

ARTICLE IX HOLDOVER

If any provision of this contract is, or shall at any time be, contrary to law, then such provision shall be severed from this agreement, and shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute section shall be subject to appropriate consultation with the Association. In the event that any provision of this contract is, or shall at any time be, contrary to law, all other provisions of this contract shall continue in effect.

ARTICLE X DURATION

The provisions of this agreement shall take effect July 1, 2020, and shall remain in full force and effect up to and including June 30, 2023.

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereof.

IN WITNESS WHEREOF, the parties have hereto set their hands this 3 day of October, 2019.

LEBANON ADMINISTRATORS ASSOCIATION

LEBANON BOARD OF EDUCATION

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