

**AN AGREEMENT BETWEEN THE
BUTLER BOARD OF EDUCATION
AND
THE BUTLER SUPERVISORS ASSOCIATION
2005 – 2008**

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THIS AGREEMENT, made and entered into on this 14th day of February 2006.

**BY AND BETWEEN, THE BOARD OF EDUCATION OF THE BOROUGH OF
BUTLER, IN THE COUNTY OF MORRIS NEW JERSEY, hereinafter referred to as the
“BOARD”,**

**AND, THE BUTLER SUPERVISORS’ ASSOCIATION, hereinafter referred to as the
“ASSOCIATION”.**

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all certified supervisory personnel whether under contract or on leave, including: Educational Supervisors.

Unless otherwise indicated, hereinafter when used: “supervisors” will refer to all professional employees represented by the Association.

“Unit Members” will refer to all personnel represented by the Association.

ARTICLE II - NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. Seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of unit members’ employment and matters concerning the terms and conditions of unit members’ employment and matters of a mutual concern. Such negotiations shall begin at a mutually agreeable time, but not later than the date for the commencement of negotiations established by PERC. Any tentative agreement reached by the parties shall apply to all unit members, be reduced to writing, and be submitted to the Board and the Association for ratification. Any tentative agreement reached by the parties shall apply to all unit members, be reduced to writing, and be submitted to the Board and the Association for ratification.

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.

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

Meetings may be canceled by mutual consent of the parties three (3) days prior to a scheduled meeting.

All bargaining proposals shall be submitted not later than one (1) week prior to the first scheduled bargaining session.

The Board agrees not to negotiate concerning certified employees in the negotiating unit as defined in Article 1 of the Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based on an interpretation, application, or alleged violation of the negotiated agreement, board policy, or administrative decisions affecting terms and conditions of employment.
2. An “aggrieved” person is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to proceed independently of this grievance procedure.

C. Procedure Steps

1. Any employee who has a grievance shall discuss it first with his Principal (or immediate supervisor or department head if applicable) in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the Principal. The grievance shall include:
 - The specific provision(s) of the contract or board policy(ies)
 - The date of the action giving rise to the grievance
 - The date the grievance was filed
 - The nature of the grievance(s) allegedly violated
 - The remedy being sought

The Principal shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written complaint.

3. The employee may appeal the Principal’s decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall

request a report on the grievance from the Principal, shall confer with the concerned parties and, upon request, with the employee or Principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decisions in writing, along with the supporting reasons, to his employee and Principal.

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, may hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.
5. Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall at the request of the Association be submitted to advisory arbitration agreeable to all parties.

D. Time Limitation

1. The initial submission of the grievance must be made no later than thirty (30) calendar days after the challenged event or after the time the employee should have known of the grievance. In all other cases, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint. However, if the thirty (30) calendar day limitation shall expire during the summer months after the school year, then the thirty (30) calendar days will be extended to sixty (60) days.

ARTICLE IV - UNIT MEMBER FACILITIES

The Board of Education agrees to continue to provide a separate, private dining area for the exclusive use of adult employees in the high school during the regular teacher lunch hour.

ARTICLE V - NON-TEACHING DUTIES

The Board and Association recognize that a supervisor's primary responsibilities are teaching and supervising and that his energies should, to the extent possible, be utilized to this end. The Board and Association recognize, however, that education takes place in areas other than the classroom and that this is a necessary part of the supervisor's responsibility.

Supervisors shall not be required to drive students to activities which take place away from the school building. A supervisor may do so voluntarily, however, with the advance approval in writing of his Principal or immediate supervisor. Transportation of students shall be done in accordance with procedures specified in Board policy. He should be compensated at the IRS rate per mile for the use of his/her own automobile.

ARTICLE VI - INSURANCE PROTECTION

A. Health Benefits

1. For employees covered by this agreement, the Board shall pay full premium for healthcare insurance coverage for each eligible employee and his/her eligible dependents. New employees hired after the 1999-2000 school year and thereafter shall be eligible to enroll in the Blue Card PPO or Horizon HMO plans, effective immediately after the ratification of this agreement.
2. Effective July 1, 2000, the coverage provided for health care insurance for all employees in the association shall be in either the Blue Card PPO or Horizon HMO program at the employee's option. Employees may purchase coverage in a traditional indemnity program by contributing the difference between the cost of the managed care program above, and the cost of the traditional indemnity program (per Section 125 Premium Conversion Plan).
3. The Office copay shall increase from \$5.00 to \$10.00 in year 2 (2003-2004).
4. The insurance carrier shall be selected solely by the Board.

B. Prescription Insurance

1. Effective on first of the month following ratification by both parties, prescription co-payments shall be increased to \$20.00 name brand, \$10.00 generic, \$5.00 mail-in. The prescription drug service/carrier shall be selected solely by the Board.

C. Dental Care

1. The Board shall continue the Dental Care Health Insurance program provided for in the 1996-1999 contract year. The Dental Care Health Insurance Carrier shall be selected solely by the Board.

D. Discontinuance

An employee who has other benefit coverage(s) may elect to discontinue their related benefit coverage(s) provided by the Butler Board of Education and receive payment reimbursement(s) as listed:

Medical	\$3,150.00
Prescription	1,050.00
Dental	250.00

The reimbursements shall be payable in two payments, one in December and one in June (covered by Section 125 Premium waiver Plan). The medical option is only available to the first 10 percent of the district employees who elect this option. If discontinuance of benefits is for less than one year, the reimbursement will be prorated. Re-enrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.

ARTICLE VII - PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of unit member performance and attitudes.

To help in carrying this out, the Board agrees to pay the cost of tuition and other reasonable expenses (including fees, meals, lodging, and/or transportation) incurred in connection with courses, workshops, conferences, seminars, in-service training sessions or any other such session which a unit member is required, in writing, by the Superintendent with Board approval, after mutual agreement, to take except those courses which are required for certification by the State Department of Education.

The Board of Education agrees to cooperate with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction.

ARTICLE VIII - UNIT MEMBER EMPLOYMENT

The employment and hiring of supervisors will be left to the discretion of the administration, the Board, and the Superintendent of Schools.

Additional increments may be granted upon the recommendation of the Superintendent of Schools, when in the judgment of the Board, the best interest of the schools warrants such action.

Supervisors shall be notified of their contract and salary status for the ensuing year not later than May 15th.

Supervisors not offered contracts for the ensuing school year should be notified in writing thirty (30) days prior to the issuance of contracts. Such written notice shall state the grounds and justification for the action being imposed. Nothing in this paragraph shall abrogate the right of any supervisor of the Butler Public Schools to come before the Board and be heard.

A. Work Assignment

1. Each supervisor shall carry a workload of up to three (3) teaching and two (2) supervisory periods, plus duties as assigned. Effective 7/1/2000, supervisors will not be assigned a duty period, but will be assigned a HSPA and SRA responsibility instead.

**ARTICLE IX -
ASSOCIATION RIGHTS AND PRIVILEGES**

The Board agrees to furnish to the Association a register of Supervisory personnel and one (1) copy of the minutes of all Board meetings.

Representatives of the Association, the New Jersey Principals and Supervisors Association, shall be permitted to transact official Association business on school property at all reasonable times, at the discretion of the Superintendent, provided that this shall not interrupt normal school operations.

The Association shall have the right to use the inter-school mail facilities and school mailboxes of its members as it deems necessary, and without the approval of building Principals or other members of the administration.

The Association may have the privilege to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times when such equipment is not otherwise in use or needed as determined by the administration. The Association shall also have the right to utilize district e-mail and telephone services in order to facilitate the accomplishment of Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

ARTICLE X

Unit members shall be entitled to full rights of citizenship and no religious or political activities of any unit member or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such unit member, providing said activities do not violate any local, state, or Federal law.

The Board acknowledges the fundamental need to protect supervisors from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions as long as their teaching is within the confines of the accepted philosophy and curriculum as prescribed by the Board.

**ARTICLE XI -
DUES DEDUCTION FROM SALARY**

The Board agrees to deduct dues from the salaries of the members for the N.J. Principals and Supervisors association as said unit members individually and voluntarily authorize the Board to deduct utilizing NJPSA Dues Deduction Forms. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies shall be transmitted to the NJ Principals and Supervisors Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

**ARTICLE XII -
SALARY GUIDES**

All members of the Association will be ten month employees during the 2005-2006 school year. Effective July 1, 2006, the position of Technology Supervisor and athletic Director will become twelve month positions. The Supervisor of Language Arts/Business/Music will remain a ten month position.

10 Month Guide

Step	2005-2006	2006-2007	2007-2008
1	67,000	68,000	69,000
2	69,008	70,000	72,000
3	71,084	72,044	73,602
4	73,224	74,212	75,214
5	75,431	76,446	77,477
6	77,706	78,750	79,810
7	80,051	81,125	82,215
8	82,469	83,573	84,695
9	84,544	86,098	87,250
10	87,101	88,264	89,886

12 Month Guide

Step	2006-2007	2007-2008
1	74,800	75,900
2	77,000	79,200
3	79,248	80,962
4	81,633	82,735
5	84,091	85,225
6	86,625	87,791
7	89,238	90,437
8	91,930	93,165
9	94,708	95,975
10	97,090	98,875

**ARTICLE XIII -
ASSOCIATION CONDUCT RELATIVE TO BARGAINING ISSUES**

The Association shall not pursue any course of conduct by programs, discussions, the wearing of campaign items, or display signs in the bargaining issue of the Butler School System which shall interfere with or disrupt the orderly course of education or the teaching of prescribed courses in the Butler School System.

**ARTICLE XIV -
LEAVE OF ABSENCE**

A. Sick Leave

1. Unit members shall have ten (10) days sick leave per year, cumulative without limit, as specified in Title 18A. Unit members employed for twelve (12) months shall have twelve (12) sick days. If unit member is employed after start of contract term, sick days shall be prorated.
2. Unit members shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
3. A physician's certificate may be required for any unit member for an illness following the third day, or at any time the Superintendent is not satisfied with the attendance of a unit member.

B. Child Care

1. A leave of absence without pay for the birth or adoption of a child will be granted any tenured unit member and may be granted any non-tenured unit member in good standing.
2. Leave for temporary disability related to pregnancy shall be granted under the same terms and conditions as those applicable to such unit employees for sick leave. The Board may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

Leave for child care may be granted pursuant to the terms of the State Family Leave Act and the Federal Family Medical Leave Act.

C. Military

Any unit member who is drafted into the defense forces of the United States shall receive leave without pay. State and Federal laws shall be applied concerning reinstatement and accrued benefits of a unit member in his position.

D. Death

1. An employee may be absent from school without loss of pay for the days school is in session during a seven (7) calendar day period immediately following the death of a member of the immediate family (mother, father, child, grandchild, sister, brother, husband, wife, or any other member of the household living with the employee as a permanent member of the home.)
2. Absence without loss of pay for one (1) day is allowed for death of a relative outside of the immediate family or of a close friend.
3. An employee may be absent from school without loss of pay for the days school is in session during a three (3) calendar day period immediately following the death of any of the following present: mother-in-law, father-in-law, brother-in-law, sister-in-law.

E. Personal

1. Unit members will be allowed two (2) days per year without loss in pay for personal business which cannot be handled outside of school hours, such a court subpoena, title closing, marriage of a family member, and emergencies if approved by the Superintendent, and shall not be required to state the reason for taking these days other than that he is taking them under this section.

Unused personal days shall be added to accumulated sick leave days.

2. Unit members will be required to state the reason for taking these days if:
 - a. The personal day is requested the day before or the day after a holiday or vacation.
 - b. The personal day is requested prior to September 15 or after June 15.
3. Employees shall be allowed one additional day per year without loss in pay for personal business which shall require a statement of reason. This day shall not be added to accumulated sick leave days.
4. Three (3) days prior written request or notice is required in above paragraphs 1 through 3.

F. Fulbright Scholarship

Butler supervisors who are recipients of Fulbright Scholarships shall, upon returning to the system, receive full credit on the salary guide for this experience.

G. Sabbatical

1. One year's sabbatical leave of absence to be spent in study or travel, or both, or any other reason approved by the Board, may be granted upon recommendation of the Superintendent at the Board's discretion.
 - a. Requests will be considered from supervisors who have completed seven (7) years service in the Butler Public Schools.
 - b. Requests shall be made to the Superintendent on the proper form and shall delineate the plan of study or travel.
 - c. Seven (7) years must elapse between sabbatical leaves of a particular supervisor.
2. Personnel granted a sabbatical leave of absence will receive experience credit on the salary guide.
3. An approved sabbatical leave of absence shall carry a grant of one-half (1/2) salary.
4. Sabbatical leaves of absence are subject to the following provisions:
 - a. Personnel who accept a sabbatical leave of absence agree to return to the Butler Public Schools and to remain on the staff of the Butler Public Schools for three (3) years. Requests to be released from this obligation must include an offer to reimburse the Butler Board of Education according to this formula. A person who requests a release from the entire three (3) years shall agree to repay the entire amount received from the Board during the sabbatical leave.

A person who completed one (1) year of service after the sabbatical leave before requesting a release shall agree to repay two-thirds (2/3) of the total received during the sabbatical leave. A person who services two (2) years after returning from a sabbatical leave before requesting a release shall agree to repay one-third (1/3) of the amount received during the sabbatical leave.

- b. Requests for sabbatical leave must be made before March 1st of the year in which the leave is to take place.
- c. Sabbatical leaves of absence shall begin September 1st and terminate June 30th,
- d. The total number of supervisors granted sabbatical leave during one academic year may not exceed one (1).
- e. During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment without written permission from the Superintendent.
- f. During the sabbatical leave of absence, personnel will report to the Superintendent fully, in writing (October 31, January 31, March 31, June 30, and at other times on request) concerning their progress in those activities for which leave was granted, and will report specifically any information gained during the leave which might be of value to the Butler Public Schools. The final report will include a summary of all experiences and conclusions drawn which have any bearing on the future performance of their duties and which suggest possible improvements for the Butler Public Schools.

H. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

**ARTICLE XV -
UNIT MEMBERS RIGHTS**

- A. No unit member shall be prevented from wearing pins or other identification, within reason, of membership in the Association or its affiliates.
- B. A unit member is entitled to inspect any records or files relating to him by appointment and within normal working hours.

ARTICLE XVI - UNIT MEMBER ASSIGNMENT

Unit members who may be required to use their own cars in the performance of their duties and unit members who are assigned to more than one school per day shall be reimbursed for all such travel at the rate per mile established by the Internal Revenue Service for all driving done after arrival at the first location at the beginning of their work day.

ARTICLE XVII - VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than June 1st of each year, the Superintendent shall post in all school buildings a list of the known vacancies which shall occur during the following school year. Applications for posted vacancies must be filed with the Superintendent no later than June 15th.
- B. All new positions created, including but not limited to summer positions, part time positions, programs funded by the Federal government, and other adjunct positions shall be adequately publicized in advance by the Superintendent. All qualified unit members shall be given adequate opportunity to make application for such positions. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.

ARTICLE XVIII - TUITION REIMBURSEMENT

Any supervisor possessing a valid supervisor's certificate who continues his professional growth through enrollment in graduate courses related to his professional responsibilities, and with the Superintendent's approval, shall be reimbursed for his tuition upon submission of the proof that the courses have been successfully completed with a grade acceptable to the college for its graduate program.

The following conditions shall apply in each year of the agreement:

- 1. A maximum of the Montclair State University rate shall be allowed per person per credit.
- 2. A maximum of 12 credits per year per employee shall be allowed.
- 3. A Grade of "A" or "B" will be eligible for 100% reimbursement.

No reimbursement will be made for any course in which the employee receives a grade below "B."

- 4. To be eligible for reimbursement, an employee must be tenured.

5. If an employee leaves the district within 3 years after the completion of a course which is eligible for reimbursement for employment elsewhere in New Jersey, the employee must reimburse the Board 100% of the amount given in reimbursement. This shall be done within 30 days of notification of resignation.
6. Prior approval forms are to be submitted to the Superintendent's office by June 15th for the summer semester course; by September 1st for fall semester courses; and by January 5th for spring semester courses. In no case shall a form be submitted after the start of the course.

ARTICLE XIX - PRINTING AGREEMENT

The cost of printing this Agreement shall be borne equally by the Board of Education and the Association after agreement on the format within 60 days after the Agreement is signed.

ARTICLE XX - SUPERVISORS' WORK YEAR

The Board and the Association recognize and agree that a supervisor's responsibility to their students and their profession generally entails the performance of duties and expenditure of time beyond the normal working day, but that supervisors are entitled to regular time and work schedules which will be maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies. Supervisors are required to conduct one after-school faculty meeting each week.

Supervisors' work days are comprised of teaching, supervisory, and duty assignments. In addition, supervisors will be afforded a class preparation time and a duty-free lunch equal to a student's schedule in the school where they are assigned.

The work year for the Supervisor of Language Arts/Business/Music shall be from September 1 to June 30th. Effective July 1, 2006, the Supervisor of Technology and the Athletic Director shall be twelve month employees.

Vacation

Beginning July 1, 2006, supervisors employed on a twelve month basis shall receive the following vacation days:

First year of service	10 work days
Second and Third years of service	15 work days
Completion of tenure year	20 work days

The last week in August will not be available for vacation. Vacation days are to be taken in the school year following the school year in which the vacation days are earned. These days must be used prior to the last week in August or between the end of school and June 30th. Vacation

schedules should be submitted to the Superintendent prior to the end of the current school year. Any adjustment in vacation schedules must be approved by the Superintendent.

**ARTICLE XXI -
EARLY DISMISSAL DAYS**

The School Calendar shall include an early dismissal day for students and unit members on the day prior to Thanksgiving and on the last day of school before Christmas vacation if the last day of school is within two (2) days of Christmas.

**ARTICLE XXII -
LONGEVITY**

The following Longevity Payment Policy shall apply to supervisors for service in the Butler Public Schools:

15 years	\$952
20 years	\$1,654
25 years	\$2,430
30 years	\$3,334
35 years	\$4,362
40 years	\$5,516

**ARTICLE XXIII -
UNUSED SICK DAYS**

Each unit member who retires, after completion of fifteen (15) or more years of service in the Butler Public Schools, shall be reimbursed for unused sick days at the following rate:

- A. One (1) day's pay for each five (5) unused sick days up to 100 days.
- B. One (1) day's pay for each four (4) unused sick days between 101 and 300 days.
- C. One (1) day's pay for each three (3) unused sick days from 301 to infinity.

A day's pay shall be 1/200 of the contractual salary of a unit member employed on a ten (10) month contract, or 1/240 of the contractual salary of a unit member employed on a twelve (12) month contract, for the year prior to retirement.

The unit member shall provide the Board of Education with a written notice of intention to retire at least twelve (12) months prior to the intended date of retirement.

Payment of unused sick days shall be made as a past retirement contribution to the Board approved 403(b) carrier.

Employees hired on or after October 1, 1999 shall be subject to the following conditions:

A cap of \$10,000 per Supervisor shall be in effect.

**ARTICLE XXIV -
LEAVING THE BUILDING DURING THE LUNCH PERIOD**

It is understood and agreed that unit members may leave the school premises during their duty-free lunch period, with permission from that building administrator in charge, who shall grant same, unless there is a valid reason for denial.

**ARTICLE XXVI-
SEPARABILITY**

The duration of the Contract shall be from July 1, 2005 to June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

BUTLER SUPERVISOR’S ASSOCIATION

BUTLER BOARD OF EDUCATION

By _____

By _____

By _____

By _____