

AGREEMENT

Between

**BOARD OF EDUCATION OF THE VOCATIONAL
SCHOOLS IN THE COUNTY OF MERCER**

And

**MERCER COUNTY VOCATIONAL
ADMINISTRATORS/SUPERVISORS ASSOCIATION**

July 1, 2018-June 30, 2021

Revised 12/13/18

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BOARD RIGHTS

The Board of Education of the Vocational Schools in the County of Mercer (hereinafter known as the "Board") on its own behalf retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States including the foregoing, without limiting the generality of the determination and administration of educational policy; the operation of the school; the management and control of materials used for instruction; and the selection, direction, transfer, promotion, discipline or dismissal of all personnel. Nothing contained herein shall be construed to deny the Board such rights as they may have under New Jersey laws or other applicable laws and regulations except as otherwise provided in this Agreement.

RECOGNITION CLAUSE

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Mercer County Vocational Administrators/Supervisors Association, (hereinafter known as the "Association"), as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following full-time positions:

Principal
Supervisor of Secondary Education

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as defined above. All references to males shall be read to cover females as well, except where specifically stated otherwise.

ARTICLE I

WORK YEAR

- A. Employees who receive no extra compensation for evening work are not limited to specified hours, but they are expected to give whatever time is necessary to accomplish the work assigned to them. Those so employed are expected to keep the office to which they are assigned informed as to where they are during the hours the office is open for business.
- B. Certificated and non-certificated Employees covered under this Agreement shall work all weekdays of the year except as follows:
 - 1. They shall not be required to work on vacation days as provided in Article III of this Agreement.
 - 2. They shall receive not less than twelve (12) scheduled holidays in observance of the following:

July 4	NJEA Convention (Veteran's Day)
Labor Day	Christmas Eve
Thanksgiving Day	Christmas Day
Thanksgiving Friday	New Year's Day
Good Friday	Martin Luther King Day
NJEA Convention (1 day)	Memorial Day

Note: The exact schedule for the observance of the twelve (12) listed holidays shall be established annually by the Board. An additional two (2) holidays shall be scheduled by the Board within the ten (10) month student calendar, for a total of fourteen (14) holidays.

3. They shall be guaranteed not less than ten (10) additional non-work days scheduled during or in lieu of Winter and Spring recess.

C. Employees will be paid the following to supervise weekend activities:

- \$150 per day
- \$100 additional for an overnight

ARTICLE II

MATERNITY/CHILDCARE LEAVES

The Board shall grant maternity and/or child-care leaves as determined according to applicable law and regulations to any Employee upon request subject to the following stipulations and limitations:

A. Maternity Leave

1. The Board shall grant a leave of absence for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illness or medical disability as set forth in N.J.S.A 18A:30-1 et seq. and Article IV, Sick Leave of this Agreement. An Employee on such a leave may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth. Such use of accumulated sick leave shall run concurrently with any eligible period of maternity disability leave.
2. An Employee who becomes pregnant shall notify the Board of the anticipated due date at least three (3) months prior to said date. Such notification shall be accompanied by certification from a physician regarding the anticipated due date.
3. Such employees shall notify the Board of the date on which they plan to commence their pregnancy disability leave thirty (30) days prior to the beginning of the leave. No physician's certification shall be required for leaves that commence within four (4) calendar weeks prior to the anticipated due date and terminate within four (4) calendar weeks after the anticipated due date. The Board may require the Employee to produce a certificate from a physician in support of requested leave dates commencing earlier than four (4) calendar weeks after the anticipated due date. If the Board desires a second medical opinion, the Employee may, at her option, obtain a second opinion from the

Board's physician at Board expense or from mutually agreed second physician at her own expense.

4. Employees who notify the Board of certain anticipated disability dates and who subsequently require medical leave earlier than the dates initially requested, or extending beyond the termination date originally requested, shall be entitled to use their accumulated sick leave during the additional period of time. The Board may require the employee to produce a certificate from a physician in support of the modified leave dates. If the Board desires a second medical opinion, the employee may, at her option, obtain said second opinion from the Board's physician at Board expense or from a mutually agreed second physician at her own expense.
5. Nothing in this Section A shall be construed as limiting a pregnant employee's right to take disability sick time prior to giving notice whenever such need arises.

B. Childcare Leave

The Board shall grant voluntary unpaid leaves of absence for the purposes of childcare of an infant or the adoption of a child to those Employees who fulfill the requirements set out below. Approval is conditioned upon adequate staffing as determined by the Board. Childcare leaves shall begin either:

1. At the beginning of a school year and prior to the beginning of the actual disability,
2. Immediately following the pregnancy-disability period, or
3. At a date during the school year, upon the request of the Employee and with approval of the Superintendent or his/her designee (such leave shall be set by the administration to minimize disruptions in the continuity of the educational program).

Childcare leaves shall normally terminate at the end of the school year in which they begin. An earlier childcare leave termination date may be established at the request of the Employee and with the approval of the Superintendent or his/her designee and shall be set to minimize disruptions in the continuity of the educational program.

- C. The Employee shall be granted a full salary increase if he/she works sixty-five percent (65%) of his/her work year, either ten (10) month or twelve (12) months, in which the leave commences. Paid sick leave shall count as time worked for purposes of salary increases.
- D. Consistent with applicable law, unpaid leaves under this Article shall not be counted for tenure or seniority attainment/accrual.

ARTICLE III

VACATIONS

- A. The time of all vacations shall be at the discretion of the Superintendent.
- B. No one who has been employed less than three months shall be granted a vacation.
- C. In figuring vacations, Saturdays, Sundays, and Legal Holidays shall not be counted.
- D. Employees covered by this Agreement shall be entitled to a total of twenty-two (22) vacation days per school year. Vacation schedules must be submitted to the Superintendent for prior

approval. A maximum of four (4) vacation days can be carried over into the next school year. Employees may elect to have the Board purchase accrued vacation time by applying in writing by May 15th, on forms provided by the Board based on the following criteria:

1. For Employees whose employment is effective on or before June 30, 2013, a maximum of seven (7) unused vacation days per year can be bought back by the Board, at the Employee's option, at his/her current per diem rate of pay.
2. Employees whose employment is effective on or after July 1, 2013, a maximum of three (3) unused vacation days per year can be bought back by the Board, at the Employee's option, at his/her current per diem rate of pay.

E. One (1) week of vacation time may be taken in days.

ARTICLE IV

SICK LEAVE

A. Employees covered by this Agreement shall not be absent from work without first obtaining permission from the Superintendent unless the absence is caused by personal illness which is covered by sick leave.

Sick Leave is hereby defined to mean the absence from an Employee's post of duty because of personal disability due to illness or injury, or because the Employee has been excluded from school by the medical authorities because of a contagious disease, or of being quarantined for such a disease in his/her immediate household.

B. A doctor's certificate stating the illness, the inability of the Employee to report for work, and the period of such disability, will be required in case of absence because of personal illness/injury for more than three (3) consecutive days.

C. In case of personal illness, an allowance of full pay will be made for fourteen (14) working days in any school year for twelve-month employees after three months of continuous service. If any such Employee requires, in a school year, less than the specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative and may be used for additional sick leave with full pay in subsequent years except as provided in paragraphs D & E below.

D. 1. Upon retirement under the rules and regulations of the New Jersey Teachers Pension and Annuity Fund or the Public Employees Retirement System of New Jersey, the Board shall provide supplemental compensation for unused sick leave.

2. The procedure for determining compensation shall be fifty percent (50%) of the unused portion of sick leave accumulated with the school district as of July 1 of the last year of employment, times the daily rate of pay established by the existing contract at the time of retirement.

3. The maximum payments under this clause shall be One Thousand Two Hundred Dollars (\$1,200.00) per year of service in the district as Principals and Supervisors of Secondary Education

4. For all new Employees hired after July 1, 2000, the maximum payment under this clause shall be no more than Fifteen Thousand Dollars (\$15,000.00).
5. To qualify for the supplemental compensation, Employees must submit written notification to the Superintendent on or before December 1, of their intention to retire the following July 1. If notification is provided after December 1, payment may be made on or about June 30th or July 15th following notification. An Employee may elect to receive supplemental sick leave compensation as a single lump sum payment or annually over a two (2) year period if the Employee elects a salary reduction contribution to an approved tax-sheltered account.

E. In addition to paragraph D, Employees hired prior to May 21, 2010 shall be eligible annually to receive supplemental compensation based on the following:

1. Eligible days are those days accumulated each year over and above ten (10) days, i.e., the first ten (10) days per year of unused sick leave are not eligible for conversion to supplemental compensation but are accumulated per law as sick leave for use in the future or for supplemental compensation under paragraph D upon retirement. Employees with ten (10) days or less remaining of their annual allotment of fourteen (14) days at year's end have no eligible days for annual supplemental compensation.
2. Days converted annually to supplemental compensation are not carried forward for use in the future as accumulated sick leave or supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.
3. Payment shall be in accordance with paragraph D.2 above.
4. Payment shall be made in July for eligible days accumulated in the preceding school year.
5. Participation in the annual supplemental compensation program outlined above is voluntary.
6. Payment shall be based on the number of days an Employee has accumulated compared to the number of days he/she earned during his/her years of employment in the school district. No payment is available for the first ten (10) days of sick leave earned in each year based on the average number of days accumulated per year. Therefore, the formula shall be as follows:

$$\begin{array}{r}
 \text{Number of days earned since employment} \\
 \text{minus} \\
 10 \times \text{number of years of employment} \\
 \text{equals} \\
 \text{Number of days eligible for payment}
 \end{array}$$

All days relevant to this formula shall reflect prorating for any years of partial service.

7. Sick days converted to supplemental compensation are not carried forward for use in the future as accumulated sick leave or for supplemental compensation at retirement, but are permanently erased from the Employee's sick leave account.

ARTICLE V

CONTINGENCY LEAVE

- A. In addition to sick leave, absence without salary deduction shall be allowed in the amounts specified for each of the following cases provided that the total number of days so used do not exceed six (6) in any one school year. Contingency leave days are as follows:
1. In case of the death of a nephew, niece, uncle, aunt, brother-in-law or sister-in-law, or grandparent no deduction in salary will be made for absence on the day of the funeral.
 2. In the case of sickness in the immediate family (see E below), no deduction will be made for one day of same sickness.
 3. In case of absence by reason of court subpoena, no deduction will be made except where the absentee is a party to the suit.
 4. Employees on a full-time permanent basis will be entitled to four (4) days of contingency leave during the school year (July 1 through June 30) for personal business, including religious observances.
- B. Contingency leave will be granted only if a written reason for the request is submitted in advance to the Superintendent for approval.
- C. Contingency leave will not be charged against vacation time, and cannot be taken in conjunction with vacation.
- D. Contingency leave days remaining unused at the end of the school year will not be carried over into the next school year.
- E. In case of death of a spouse, civil union partner, parent, child, parent-in-law, sibling, child, step-child or grandchild, no deduction of salary will be made for absence on work days included in the five (5) day period following each such death.
- F. For employees hired prior to July 1, 2012, contingency leave days pursuant to Article V (A) (4) remaining unused at the end of the school year will accumulate as sick leave for the purposes of sick leave only and not for use as supplemental compensation pursuant to Article IV.

ARTICLE VI

LONGEVITY ALLOWANCE

- A. The Board shall provide a longevity allowance for employees in addition to their regular salary as indicated:

6 years – An Employee after the (6th) year of employment with the school system shall receive a longevity allowance of One Thousand Two Hundred Dollars (\$1,200) plus his/her regular annual base salary.

10 years – An Employee after the tenth (10th) year of employment with the school system shall receive a longevity allowance of Two Thousand Dollars (\$2,000) plus his/her regular annual base salary.

15 years – An Employee after the fifteenth (15th) year of employment with the school system shall receive longevity allowance of Two Thousand Two Hundred Dollars (\$2,200) plus his/her regular annual base salary.

20 years – An Employee after the twentieth (20th) year of employment with the school system shall receive longevity allowance of Two Thousand Four Hundred Dollars (\$2,400.00) plus his/her regular annual base salary.

Employees hired from outside the District after September 1, 2018 shall not be eligible for longevity pay.

ARTICLE VII

SALARY

A. Salary

1. Salary will be paid by direct deposit on the 15th and 30th of each month. If either day falls on a non-work day, then payment will be on the previous work day. In the event a staff member's employment terminates, for any reason, the last two paychecks may be live checks.
2. Under no circumstances will the Board make payroll advances.
3. When an Employee is absent resulting from injury caused by an accident in the course of his/her employment, the Board shall continue payment of the Employee's salary for a period of one year, consistent with applicable law. The Employee is required to reimburse the Board for any workers' compensation award received for wage replacement or in lieu of salary. An Employee's regular salary will be reduced by the amount of the bi-weekly workers' compensation award. When a workers' compensation check is received, it will be forwarded immediately to the Employee. Copies of the check or back up showing the period covered will be kept in the Employee's file. At the next regularly scheduled Board payroll date, the Employee will receive a gross salary check equal to his/her regular salary less the workers' compensation award received. Payroll deductions will be based on the net gross pay (i.e., regular salary less workers' compensation), except for the Employee's pension contribution which must be based on his/her full pension salary. If an Employee receives an award or settlement from workers' compensation other than for wage replacement or in lieu of salary, that award or settlement shall not be reimbursed to the Board. During said temporary disability for up to one year, the Employee shall not be deducted for sick leave consistent with applicable law. All medical benefits will continue on the same level as if the Employee were not disabled.

4. Salary ranges for all Employees covered by this Agreement are attached hereto and made a part hereof.
5. Salary increases may be withheld by the Superintendent if professional service is unsatisfactory. Unsatisfactory performance can be attributed to the evaluation of job performance, insubordination, failure to comply with Board policies, or lack of professional ethics. These reasons are not intended to be all-inclusive. The aggrieved Employee has the right to appeal to the Board in accordance with Article XI, the Grievance Procedure of this Agreement.
6. Recognition for professional development shall be given to those Employees covered by this Agreement who attain an approved degree from an accredited institution. Consistent with applicable law, credits shall be defined as credits earned for formal successfully completed coursework taken at a duly authorized institution of higher education in the field of education or related to the employee's current or future job responsibilities. Superintendent's prior approval is required in order to be considered for this section (Article VIII,J 1). A copy of the degree shall be presented to the Superintendent for verification and the Superintendent will then make a recommendation to increase the employee's salary by One Thousand Two Hundred Dollars (\$1,200.00), effective July 1 of the next school year.

B. Salary Deductions

1. The Board offers Employees to select various payroll deductions in addition to compulsory deductions required under federal, State and pension regulations.
2. Consistent with Article VIII, Section F below, state contributory insurance is compulsory for one (1) year. After the first year, contributory insurance may be discontinued. However, it may not be reinstated once it is discontinued.
3. Optional deductions will be made from the Employee's paycheck upon written authorization by the employee for deductions approved by the Board.

ARTICLE VIII

FRINGE BENEFITS

A. Health Benefits Program

Consistent with applicable law, the Board will provide medical insurance and prescription coverage under the New Jersey School Employee's Health Benefits Plan (SEHBP). The Board will cover all full-time Employees covered by this Agreement and their spouse, civil union partner and dependents for the medical and prescription coverage. Employees will be able to select any of the plan offerings.

Consistent with applicable law and regulations, Employees who are eligible for and elect to receive medical insurance and prescription coverage shall contribute toward the cost of the premiums for such coverages as required by law. Consistent with applicable law and regulations, the Board will pay for the remainder of the cost of the premiums for such coverages as allowed under a plan or its equivalent.

The MCVBOE and the MCVASA agree that the language will remain unchanged in Article VII (A) will remain unchanged with the understanding that members will continue to contribute at Tier 4 rates for the duration of the contract unless the law changes to reflect different contribution levels.

B. Dental Plan

The Board agrees to provide the New Jersey State Health Benefit Dental Expense Plan to its Employees and their eligible dependents, with premium paid by the Board for any level of coverage selected. The deductibles are Fifty Dollars (\$50.00) per individual and One Hundred Fifty Dollars (\$150.00) per family. The NJ SHBP Dental Expense plan will pay:

100% Diagnostic and Preventative
80% Basic Restorative
65% Major Restorative
50% Periodontic, Prosthodontics

The plan maximum per insured per year is Three Thousand Dollars (\$3,000.00) except orthodontic expenses which has a separate One Thousand Dollar (\$1,000.00) individual lifetime benefit maximum.

C. Vision Care

The Board shall provide a vision care plan for Employees only, providing for an examination every twelve (12) months, and lenses and frames every twelve (12) months, subject to the terms of the vision care plan. The Board will pay the full cost of the premium.

D. The Board retains the right to change carriers as long as the level of benefits remains substantially the same.

E. Insurance Waiver Payments

Subject to restrictions involving multiple coverage pursuant to applicable law and regulations, the Board may pay up to twenty five percent (25%) of the saved premiums or \$5,000, whichever is less, to Employees who waive insurance coverage under paragraphs A, B, or C above. Payments will be made in two (2) equal parts in December and in June. Proof of alternative coverage must be supplied by the Employee. Re-enrollment in any of the plans will be governed by the rules of the carrier.

F. Contributory Insurance

The Employee must join the State Group Life Insurance Plan for at least the first year of employment and he/she shall pay the premium for this insurance as a payroll deduction. At his/her option, the Employee may discontinue this coverage any time after one (1) year of service upon written notification of one (1) month to the school district's payroll department. However, once it has been discontinued, the insurance may not be reinstated.

G. Flexible Spending Account

Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan (FSA Plan) for participation by all Employees. The terms and conditions of the FSA Plan will be determined by the designated FSA Plan administrator/provider.

H. Pension Plan

The Employee is required to enroll in the State Teachers Pension and Annuity Fund (TPAF) and/ or the Defined Contribution Retirement Plan (DCRP), if applicable. Upon written notification of induction into the plan by the State Pension Division, the required periodic contribution will be made as a wage deduction on a regular basis. Should any back payments be required due to the delay in the notification of enrollment in the plan, such back payments will also be deducted automatically during the prescribed period.

I. Professional Association Membership Dues

The Board shall assume the cost of membership to professional associations related to the Employee's position and program area, as approved by the Superintendent, for those covered by this Agreement. Life membership to professional associations shall be obtained, where applicable, in order to realize a greater cost savings to the Board. Also, the Board shall pay membership dues to community service organizations as approved by the Superintendent. Payments under this clause shall not exceed One Thousand Dollars (\$1,000.00) per administrator per year.

J. Professional Improvement

1. Consistent with applicable law, the Board shall reimburse up to the amount of One Thousand Dollars (\$1,000.00) per Employee in each year of this Agreement for courses taken at any accredited school, college or university toward a matriculated degree or to pursue professional upgrading courses related to the Employee's current position or another position in the bargaining unit shall be reimbursed subject to the maximum of One Thousand Dollars (\$1,000.00) as described above. To be eligible for reimbursement the Employee must submit a written proposal to the Superintendent for approval prior to taking the course(s). The Superintendent shall respond in writing with an approval or non-approval within two (2) weeks of receipt of the request. Reimbursement shall be made upon receipt by the Superintendent of proof of tuition payment and a transcript of the course(s) showing completion with a "B" grade or better.
2. The Board will continue to pay associated costs for participation in seminars, workshops and conferences subject to Board Policy and applicable regulations, if a proposal is made at least three (3) weeks prior to the date of the activity and approval is obtained by the Superintendent and the Board, if applicable.
3. At the Superintendent's discretion, Employees from the bargaining unit may attend one (1) national convention or conference per year at the expense of the Board. The conventions/conferences shall have the approval of the Superintendent. Employees may be chosen per a rotation system established by the Superintendent. Expenses shall be reimbursed by the Board in accordance with Board policy and NJDOE regulations.
4. All Employees with emergency or provisional certification who achieve full certification will be granted an increase in annual salary by One Thousand Dollars (\$1,000.00) and will be effective upon receipt of an acceptable certificate by the Superintendent's office,

provided the Employee has had a satisfactory performance evaluation by the Superintendent. Payment will commence the payroll period following a recommendation from the Superintendent and receipt of Board approval.

5. Travel Reimbursement

Employees required by the Superintendent to use their own automobile in the performance of their assignment shall be reimbursed per mile for all such travel at the prevailing State OMB rate. The Association reserves the right to obtain the restoration of the contract provision for the prevailing IRS mileage rate that was modified as a direct result of the July 2008 accountability regulations, following any legal action that permits same.

ARTICLE IX

CERTIFICATE OF INSURANCE

A certificate of vehicle insurance shall be required and filed in the Board office for each school year from Employees covered by this Agreement who may operate a vehicle for school district business.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definition

“Grievance” is a claim by an Employee based upon an interpretation, application or a violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of said Employee.

B. Procedural Requirements

Failure at any step of this procedure to appeal a decision respecting a Grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision. It is understood that the Employee shall during and notwithstanding the pendency of any Grievance, continue to observe all assignments and applicable rules and regulations of the Board until such Grievance and any effect thereof shall be fully determined.

C. Step One

If the Employee believes that he/she has a Grievance, the Employee shall first meet with his/her immediate supervisor and attempt to resolve the matter informally. In order for a Grievance to be considered it must be presented as promptly as possible to the Employee’s immediate supervisor, in writing, and in no event, not later than twenty (20) school days after the Employee has become aware of the alleged grievable occurrence. The written Grievance must provide a description of nature of the Grievance, including specific reference to the specific alleged violation of the Agreement, Board policies and/or administrative decisions

affecting the terms and conditions of employment of the Employee, and the date of its occurrence. If the matter is not resolved to the Employee's satisfaction or if no decision is rendered within ten (10) school days by the immediate supervisor, the Employee may proceed to Step Two.

D. Step Two

In the event the matter is not satisfactorily resolved at Step One, the Employee may appeal the Grievance, in writing as specified above, to the Superintendent within fifteen (15) school days of when the matter was first brought to the Employee's immediate supervisor. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days. The Superintendent shall communicate his/her decision in writing to the Grievant. If the Grievant or the requests a meeting at the Superintendent's level, the Superintendent or his/her representative shall conduct a meeting and render a decision within the time limits set forth herein. If the matter is not resolved to the Employee's satisfaction, the Employee may proceed to Step Three.

E. Step Three

If the matter is not satisfactorily resolved at the Superintendent's level, the Employee may, within thirty (30) days following the Superintendent's written decision, file an appeal to the Board. The Board shall, within thirty (30) days of receipt of the Grievance, hear and decide the Grievance. The Board shall have the discretion to meet privately with the Superintendent before rendering a decision on the Grievance.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2018 to June 30, 2021.

ARTICLE XIII

SALARY INCREASE

2018-2019 school year – 2.75% increase
2019-2020 school year – 2.75% increase
2020-2021 school year – 2.95% increase

Salaries shall be retroactive to July 1, 2018 and shall include all employees whether employed, retired, or no longer working in the district. In order to be eligible to receive incremental salary increases, Employees must be employed as of February 1st of the preceding contract year. Accordingly, if an Employee's employment is effective after February 1st of a contract year, the Employee shall not be eligible to receive an incremental salary increase in the following contract year.

Eligible Employees shall receive longevity pay in accordance with Article VI for the period July 1, 2018 to June 30, 2021.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals, or caused this Agreement to be signed by their proper officers.

MERCER COUNTY ADMINISTRATORS/SUPERVISORS ASSOCIATION

By:  Date: 1/2/19
Representative
By:  Date: 1/2/19
Representative

BOARD OF EDUCATION OF THE VOCATIONAL-TECHNICAL SCHOOLS IN THE COUNTY MERCER

By:  Date: ~~1/2~~ 1/11/19
Board President
By:  Date: 12/18/18
Board Secretary/School Business Administrator