

**VENTNOR CITY PUBLIC SCHOOLS  
AGREEMENT**

**between the**

**VENTNOR ADMINISTRATORS ASSOCIATION**

**and the**

**VENTNOR CITY BOARD OF EDUCATION**

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**JULY 1, 2006 - JUNE 30, 2009**

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**ARTICLE I**

**MEMBERSHIP**

**A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Ventnor Administrators Association, hereinafter known as "The Association," as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the Ventnor City board of Education, hereinafter known as "The Board," including but not limited to, Principals, Supervisor of Curriculum, Supervisor of Special Services and any new Supervisory title which shall be established by the Board.

**B. Definition of Member**

The term "member" - "employee," when used hereinafter in this Agreement, shall refer to all professional supervisory employees represented by the Association in the negotiation unit as noted in Section A.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall commence in accordance with the time table established by the Public Employment Relations Commission (PERC).

Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, and be signed by the President of the Ventnor Administrator's Association and the President of the Ventnor City Board of Education.

- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives 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 court of negotiations. Any memoranda of agreement between the parties would be subject to ratification by the Ventnor Administrators Association and the Ventnor City Board of Education.

- C. Except as this Agreement shall hereinafter other provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. **Statement of Policy**

In keeping with the policy of the Board to serve the interests of all residents and taxpayers in the community in obtaining the best possible education for their children, there is hereby adopted, in a spirit of cooperation and mutual trust between the board and its staff of Supervisory employees, the following procedure in furtherance of such policy. No employee of the Board, invoking these procedures, shall be subject to any prejudicial or punitive action by reason of invoking such procedures.

#### B. **Definitions**

1. The term "grievance," as used herein, is defined as any question, problem, complaint or appeal by any employee represented by this contract Agreement concerning the interpretation or application of this Agreement or concerning Board Policy not an integral part of the contract.
2. The term "employee" shall mean those represented by this contract Agreement stated in Article I, Section B.
3. The term "representative" shall mean a member of any related organization of which the employee is a member, or an individual designated by any employee as his/her spokesperson, provided, however, that the employee shall have designated and communicated such "representative" to the Board prior to holding any such hearing.

#### C. **Grievance Procedure**

1. Filing a grievance.

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiation level with twenty (20) school days of the happening of the event.

2. Failure to communicate a decision.

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to

constitute an acceptance of such response as dispositive.

3. Informal attempt to resolve a complaint. (Level I)

The Superintendent 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 decision in writing to the grievant.

4. Level II - Board of Education

If the grievance is not resolved to the grievant satisfaction, he, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review bJune 15, 2006 by the Board of Education. The request shall be submitted in writing through the Superintendent, 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 and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within sixty (60) calendars days or the fourth Wednesday of the month at the Board's regular meeting..

5. Level III - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) school days after the receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employee Relations Commission.

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings, or closing of the record.

6. Costs.

Any costs incurred by the parties shall be paid by the parties incurring same.

## **ARTICLE IV**

### **SUPERVISORY EMPLOYEE RIGHTS**

#### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws, 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, to join and to support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any rights conferred by Chapter 123, Public Laws, 1974, other laws of New Jersey, the Constitution of New Jersey, and/or the United States Constitution.

#### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### **C. Criticism of Supervisory Employees**

Any criticism by a supervisor or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or a public gathering.

Any complaints regarding an employee made to a supervisor or Board member must be made in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such complaint.

## ARTICLE V

### ASSOCIATION RIGHTS & PRIVILEGES

#### A. **Information**

The Board agrees to make available to the Association, in response to reasonable requests, all available information in the public domain concerning the educational program and the financial resources of the district. Such requests will be made in writing by the Association President to the Superintendent of Schools at least ten (10) working days prior to the need, and such material will be viewed in the Board Office during the Board Office's regular work hours, excluding the time the employee is on duty.

If it is necessary for the Association President and/or his/her designee(s) to participate during working hours in negotiations, a grievance procedure, and/or P.E.R.C. meetings relevant to the district, he/she shall request such time as is required in writing from the Superintendent of Schools. All legitimate requests will be approved and he/she/they shall suffer no loss in pay or benefits.

#### B. **Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

#### C. **Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, telecommunications equipment and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies incident to such use.

#### D. **Use of Inter-School Mail**

The Association shall have the privilege to use, for the Association business, the inter-school mail facilities and school mail boxes, as it deems necessary.

#### E. **Exclusive Rights**

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the Exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

## ARTICLE VI

### WORK YEAR AND WORK HOURS

A. **10 Month Employees**

For Administrators under a ten (10) month contract, equivalent to 200 days (specifically Director of Special Services) upon the conclusion of the 200 day contract, the Superintendent may elect to employ such Administrator for up to an additional ten (10) days at 68.75% of the per diem rate. Should more than ten (10) days be required, the Superintendent will obtain prior School Board approval before adding any days beyond ten (10) to the contract at 68.75% of the normal per diem rate.

B. **12 Month Employees**

1. The work year for twelve (12) month Administrators shall be from July 1<sup>st</sup> through June 30<sup>th</sup>, subject to the holidays as listed below. All twelve (12) month administrators shall be entitled to the following holidays, with pay:

- Independence Day
- Labor Day (1<sup>st</sup> Monday in September)
- Rosh Hashanah (if school is closed)
- Yom Kippur (if school is closed)
- Columbus Day
- General Election Day (1<sup>st</sup> Tuesday of November)
- Veterans' Day
- Thanksgiving Day (4<sup>th</sup> Thursday of November)
- Day after Thanksgiving (4<sup>th</sup> Friday of November)
- Christmas Eve
- Christmas Day
- New Years Eve
- New Years Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents' Day
- Good Friday
- Easter Monday
- Memorial Day (4<sup>th</sup> Monday in May)

2. Twelve (12) month Administrators are entitled to two additional holidays during the Christmas (Winter) Break.

3. If a holiday should fall on a Saturday or Sunday, each employee shall receive one (1) compensatory day for each holiday either on the Friday preceding or the Monday following said holiday, as determined by the Superintendent. If this is not possible due to school being in session or an emergency situation as determined by the Superintendent, each employee shall receive one (1) day additional pay as compensation for the holiday.
4. Summer hours for 12 month employees begin the day after students leave school for summer break.

C. **Attendance at Board Meetings**

Administrators are required to attend all Board meetings.

## ARTICLE VII

### SICK LEAVE

#### A. **Accumulative**

All full-time employees shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year with no maximum limit, whether or not they report for duty on that first day. Days shall be prorated for new hires that start on or after November 1.

#### B. **Notification of Accumulation.**

Employees will be given a written accounting of accumulated sick leave days not later than November 30<sup>th</sup> each school year for each Administrator to execute as accurate. This list will be prepared and distributed by the Board Office.

#### C. **Extended Sick Leave Procedure**

1. The Board will consider an employee's request for an extension of service leave under the following conditions:
  - a. The employee must have completed three (3) years and started his/her fourth (4) year of service in the Ventnor City Public Schools.
  - b. The employee must have exhausted his/her accumulated sick leave due to an extended illness.
  - c. The employee must present a doctor's written statement attesting to the illness.
  - d. The employee may petition the Board to grant additional sick days up to a maximum of the amount previously accumulated.
  - e. The Board reserves the right to treat each case on its own individual merits and may adjust the pay to an amount less substitute costs.
  - f. If the extended absence exceeds 50% of the contract year, the Board may elect not to give credit for the following year increase.
  - g. The employee, when returning to service, will "owe" the Board the extended sick days. These will be repaid from the employee's normal grant of days per year.

- h. When evidence indicates that the employee will be unable to return to service, he/she will no longer be eligible for extended sick leave benefits.

**D. Compensation for Unused Sick Leave at Retirement**

Compensation for unused sick leave at retirement will be paid for under the following conditions:

1. If retiring with 0-15 years of service with the Ventnor City Board of Education, no administrator will be eligible to use unused sick leave nor will any compensation be earned.
2. If retiring with 16-20 years of service with the Ventnor City Board of Education, an "Administrator", at retirement, will be compensated for one-fourth (1/4) of the total days of unused sick leave at \$110.00 per day, up to a maximum of 40 days.
3. If retiring with 21-25 years of service with the Ventnor City Board of Education, an "Administrator", at retirement, will be compensated for one-half (1/2) of the total days of unused sick leave at \$110.00 per day, up to a maximum of 100 days.
4. If retiring with 26 or more years of service with the Ventnor City Board of Education, an "Administrator", at retirement, will be compensated for three-quarters (3/4) of the total days of unused sick leave at \$110.00 per day, up to a maximum of 200 days.
5. There will be no compensation unless the "Administrator" is on the payroll the contract year the retirement or disability terminates the tenure. Compensation for unused sick leave is not retroactive for previously retired "Administrators", nor payable after June 30 of the last contract year.
6. Employees may select one of the following options for payment:
  - a. Lump sum payment of the full amount due at the time of retirement, payable within thirty (30) days of the retirement date.
  - b. Full payment shall be deferred until January 2<sup>nd</sup> of the calendar year immediately following the year of retirement.
  - c. Compensation may be divided into two (2) equal payments with the first payment of 50% being given at retirement and the second payment being given on January 2<sup>nd</sup> of the year following the year of retirement.

- d. Upon the death of an employee who would have been eligible for compensation for unused sick leave on retirement, said monies shall be given to an employee's estate.

**E. Compensation for Perfect Attendance**

- 1. Payment - Compensation for perfect attendance for a school year shall be \$1000.00 for perfect attendance; \$500.00 for 1 day absent and for 2 days absent \$250.00
- 2. Definition - Perfect attendance is defined as being present for all work days, excluding days for which permission has been granted for death in the family, professional and/or school business use and one personal day and all vacation days.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

#### A. **Types of Leave**

##### 1. Personal

- a. All employees shall be granted up to three (3) days per year for personal business.
- b. Unused personal days will be added to accumulated sick leave.

##### 2. Death

In the event of the death of an employee's spouse, child, mother, father, brother or sister, up to five (5) days; and for mother-in-law, father-in-law, maternal/paternal grandparents and/or any member of the employee's immediate household who has established legal residence in same, up to three (3) days leave per occurrence will be granted not chargeable to the employee's personal time entitlement. One (1) day per year may be granted by the Superintendent for the death of a close personal friend.

##### 3. Family Illness

In the event of the illness of an employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, and/or maternal/paternal grandparent, up to three (3) days of leave may be granted, not chargeable to the employee's personal time entitlement.

##### 4. Good Cause

Other leaves of absence, not to exceed two (2) days, may be granted by the Superintendent for good cause. It is understood that these are in addition to those stated above and are without pay.

##### 5. Vacation

All twelve (12) month employees shall be granted sixteen (16) vacation days per year. After completion of 10 years of service with the District, employees shall be granted eighteen (18) vacation days per year. Employees will be permitted to carry eight (8) vacation days into the subsequent year. In the event the employee fails to use this time in the subsequent year the time will be forfeited.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

#### A. **Child Rearing Leave**

Child rearing leave, without pay, shall be granted to an employee with a child less than six months of age (or beyond six months if the mother is continuously sick from the birth), provided application is made in writing at least sixty (60) days prior to the beginning of such leave. Such leave shall not exceed a period of two (2) full school years and may be used only three (3) times during an employee's career in the Ventnor City Public Schools. In the event the employee's request is made after the beginning of the school year, leave for the remainder of the school year shall be in addition to the previously stated two years.

#### B. **Adoption**

Any employee adopting an infant child up to two years of age shall receive a similar leave, which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements of adoption.

#### C. **Medical Disability**

Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay; however, during the period of the employee's medical disability, all personal and accumulated sick leave benefits shall be paid until such benefits are exhausted. During such time of medical disability leave, said employee shall be covered by existing health insurance benefits for a period up to and including three (3) months after the expiration of the grace period.

No tenured or non-tenured employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery period.

#### D. **Extended Personal Leave**

1. An extended leave for person reasons, without pay, shall be granted to one (1) employee per year, provided application is made in writing by May 1<sup>st</sup> of the year prior to the beginning of such leave. Such leaves shall be for a period of one (1) school year (July 1<sup>st</sup> through June 30<sup>th</sup>). Employees granted this leave will not be considered again for this same leave.

2. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years (inclusive of any Board approved leave) in the

Ventnor Schools.

3. In the event more than two employees request such leave, extended personal leave shall be granted based upon total length of service.
4. Extended personal leave shall be granted for the following reasons:
  - a. Outside teaching in a college, university or other public school.
  - b. Engaging in activities of the Association or its affiliates.
  - c. Educational purposes
  - d. Other valid purposes.
5. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided by this Article and by law.
6. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward any other leave, shall be restored to him/her upon his/her return, and he/she shall be returned to their original position. Credit for advancement in salary shall not be earned while the employee is on leave.
7. The employee granted this leave must advise the Board of his/her intention to return for the next school year by March 1<sup>st</sup> of the year in which the leave occurs.

## ARTICLE X

### SABBATICAL LEAVE

Sabbatical leave will be granted, on the recommendation of the Superintendent and the approval of the Board, for one semester (college) or one full school year of graduate study, travel and other circumstances considered to be educationally relevant under the following conditions:

1. One semester (college) or one full school year leave for one (1) employee, recommended and approved on any given year, which has completed seven (7) years of Ventnor service.
2. Applicants must apply in writing to the Superintendent by November 1<sup>st</sup> to be considered for the following school year.
3. Application must state in detail plans for sabbatical leave and the relevancy of such plans to the Ventnor City Public Schools. The candidate has the options of selecting the months of absence with the approval of the Superintendent.
4. The Superintendent will notify the unsuccessful applicants in writing, stating the reason for his decision, by December 1<sup>st</sup>.
5. The Superintendent will select two (2) candidates, only one of whom may be approved by the Board in any given year. The Board's decision will be based on oral presentations of the two (2) recommended candidates at a regular Board of Education meeting.
6. The Board reserves the right to make a judgment of merit which shall be final. The Board will notify the unsuccessful applicant(s) in writing, giving the reason(s) for its decision within thirty (30) days of the presentation.
7. The Board does not assume the obligation of awarding a sabbatical leave because they have heard an oral presentation upon the recommendation of the Superintendent.
8. The compensation for a sabbatical leave for one (1) employee for one semester (college) or one full school year, if granted by the Board under the above condition will be one-third (1/3) of the individual's current salary.
9. If granted a sabbatical leave, an employee will be given advancement in salary upon their return, the same as if they had continued working during the time of the leave.
10. Any benefit and privileges extended as a result of years of service will reflect the sabbatical year as a year of service. Full Insurance Protection as provided by the agreement shall be given to the employee granted a sabbatical leave.
11. An employee who is granted a sabbatical leave shall agree to return to service with Ventnor Schools for a period of one (1) school year. Should such employee fail to return to the district upon completion of the sabbatical leave, he/she shall refund all salary compensation paid to him/her during the leave by the Board.

## ARTICLE XI

### PROFESSIONAL DEVELOPMENT

The Board shall reimburse Cost and Expenses to each employee, up to \$2,000.00 each, per year, subsequent to the presentation of required receipts and invoices for the following:

1. Graduate Courses (with grade of "B" or better)
2. National conventions
3. Meetings and Seminars for professional development and improvement.

In addition, all membership dues shall be paid by the Board for each employee's membership to professional organizations. All of the above shall be upon the approval of the Superintendent.

#### Course Reimbursement

Reimbursement for graduate courses will be given under the following conditions:

1. Courses for which reimbursement is requested must have prior written approval by the Superintendent of Schools.
2. Courses must be "graduate" level and taken at an accredited four-year college or university.
3. Courses must be relevant to the administrator's employment in Ventnor.
4. To be eligible for reimbursement, all participants must be under an annual contract as an administrator in the Ventnor City Public Schools.
5. There will be no reimbursement for mileage, meals, books, etc. Participants must bring to the Superintendent's office a transcript with a grade of B or better and receipts for the fees being claimed.
6. All transactions must be made at the end of the semester in which the courses had been taken, upon proof of satisfactory completion.
7. No administrator will be eligible for course reimbursement if that administrator is receiving funds for the same purpose from another source (scholarship, grant, Veterans' Administration).
8. Other courses, not offered at a graduate level, may be taken and will be reimbursed upon the conditions detailed in the above Section A-1.

## ARTICLE XII

### INSURANCE PROTECTION

**A. Health Benefits**

The Board agrees to pay all costs for each employee for complete coverage (single, husband, wife, parent, child or family) which will be equal to or better than the levels of benefits and coverage provided as of June 30, 2001. The coverage is to be selected by the employee.

**B. Prescription Plan**

The Board agrees to provide a Prescription Drug Plan for each employee and his/her dependents. The Plan will be a \$10.00 generic/\$20.00 non-generic plan.

**C. Dental Plan**

The Board agrees to pay for all costs for full family dental coverage for all employees. The coverage is to be selected by the employee (single, husband/wife, parent/child or family). The New Jersey Dental Plan 3A with orthodontia is in effect.

**D. Optical Plan**

The board agrees to provide a total of \$200 for each employee's use for the purchase of glasses, contact lenses and refraction for said employee or member of his/her family for each year of the contract. The total amount may be used in any single year of the contract for each year of the contract.

**E. Cash Option**

1. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in any or all such plans, including Prescription and Dental and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee fifty percent (50%) of the yearly premium cost for the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1<sup>st</sup> and the second on June 30<sup>th</sup> of the school year in which the non-participation occurs.
2. In order for an employee to be eligible to elect this cash option, for the health insurance plan as per item one (1) above, an employee must provide documentation to the board that he/she is covered under an alternative health

insurance plan.

3. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.
4. Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status with sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled into the District's plan at the first permissible date.

Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.

**ARTICLE XIII**

**SALARIES**

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Rob Baker	\$ 92,272	\$ 95,769	\$ 99,447
Jolie Trabin	\$ 77,012	\$ 79,931	\$ 83,000
Eileen Johnson	\$ 86,436	\$ 89,712	\$ 93,157
Lyn Langford	\$ 83,120	\$ 86,270	\$ 89,583

**ARTICLE XIV**

**MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  
- B. Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.
  
- C. Copies of this Agreement shall be prepared in booklet form within thirty (30) days after the Agreement is signed, and presented to all employees now employed, to be hereafter employed, or considered for employment by the Board.