

APLES
AGREEMENT

**POMPTON LAKES BOARD OF
EDUCATION**

AND

**ASSOCIATION OF
POMPTON LAKES EDUCATION
SUPERVISORS**

JULY 1, 2006 - JUNE 30, 2009

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PREAMBLE

The Board of Education of the Borough of Pompton Lakes, County of Passaic, Pompton Lakes, New Jersey (hereinafter called the “Board”) and the Association of Pompton Lakes Education Supervisors (hereinafter called the “Association”) have negotiated the following agreement pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey. The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement it in the same spirit.

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment and grievances for all Area Supervisors employed or to be employed by the Board.

B. Definition of unit member

Unless otherwise indicated, the term “unit member(s)” when used hereinafter in this Agreement shall refer to those professional employees represented by the Association as above defined.

ARTICLE II
NEGOTIATION PROCEDURE

A. Negotiation of Successor Agreements

The parties agree to enter into collective negotiations over a successor agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission.

B. Negotiating Team Selection and Authority

Neither party hereto shall have any control over the selection of the negotiating 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 course of negotiations. The preceding sentence Shall not, however, be construed to mean that the Negotiating Teams have the power or authority to make a final and binding commitment on behalf of their respective parties.

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by and instrument in writing duly executed by both parties.

D. The Association recognizes the right of the Board to change terms and conditions of employment not contained in the Agreement. The Board, through its designated representative (s), agrees to negotiate any changes regarding terms and conditions of employment not contained in the Agreement.

- E. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- F. Nothing contained within the Agreement shall be construed to deny or restrict any employee of such terms and conditions of employment as may be guaranteed under New Jersey School Law and Regulations.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A “grievance” shall mean a complaint by an employee or the Association that there has been to the employee a violation or inequitable application of any of the provisions of this Agreement or of any policies or administrative decisions involving terms and conditions of employment. However, only alleged violations or inequitable applications of the provisions of the Agreement may be taken to arbitration. All other grievances terminate at the Superintendent’s level.
2. An “aggrieved person” is the person, persons or the Association making the claim.
3. A “party in interest” is the person or persons making the complaint and any person who would be required to take action or against whom action would be taken in order to resolve the complaint.
4. The term “days” when used in this Article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded. All grievances must be filed within twenty (20) days of their occurrence. Occurrence shall mean an event, action or implementation of a decision or lack thereof.
5. The term “employee” shall mean a member of the bargaining unit covered by this Agreement.

B. General Procedure

1. In the event a grievance is filed so that the sufficient time as stipulated under all the levels of the procedure cannot be provided before the last

day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under the succeeding Agreement.

2. At all levels of a grievance commencing at Level II, at least one representative of the Association shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
3. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

C. Initiation and Processing

1. Level One - Initiation of Grievance
An employee shall first discuss the grievance with his/her immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.
2. Level Two - Immediate Supervisor
 - (a) Any employee or the Association may present a grievance in writing within twenty (20) days following the act or condition which is the basis of the complaint to the appropriate supervisor against whom the grievance exists.
 - (b) A hearing on the grievance shall be held by said supervisor within seven (7) days of receipt of such written communication. Within five (5) days after the hearing, the supervisor shall render a

decision in writing to the aggrieved with information copies provided to the Superintendent and Association.

(c) Within five (5) days of receipt of the decision from the supervisor, the aggrieved may appeal the decision in writing to the Superintendent. All pertinent communications shall be attached to the appeal.

3. Level Three - Superintendent

(a) Appeals to the Superintendent shall be heard within fifteen (15) days of receipt of the appeal.

(b) Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the aggrieved employee and all other parties officially present at the grievance hearings his/her written decision which shall include supporting reasons.

(c) A copy of the Superintendent's decision shall be sent to the president of the Association.

4. Level Four - Arbitration

(a) A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure herein may be submitted by the Association as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement.

(b) A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Association filed notice with the Superintendent of inten-

tion to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.

- (f) The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or where no decision has been issued in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.
- (d) The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Board nor the Association nor any grievance shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.
- (f) The arbitrator shall not have the authority to add to or to subtract from the Agreement and shall limit the decision strictly to the application and interpretation of this Agreement and it shall be binding upon all parties involved.
- (f) The costs for the services of the arbitrator will be borne equally by the Board and the Association. Each party shall pay all the expenses of preparing and submitting its case.

D. General Provisions as to Grievances and Arbitration

1. No reprisals of any kind will be taken by the Board, the Association or by any of their representatives against any party in interest, any school representative, any member of the Association or any other participant or lack of participation.
2. The filing or pendency of any grievant shall in no way operate to impede, delay or interfere with the right of the Board to take action complained of.
3. Failure at any step of this procedure except Level I to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance.

The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and President of the Association.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

7. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

ARTICLE IV
RIGHTS OF THE PARTIES

- A. The Board agrees, upon written request of the Association, to release to said Association information available to the Board concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, nonprivileged information as will assist the Association to develop accurate and informed proposals concerning salary, working conditions and all other terms and conditions of professional employment for all employees in the negotiating unit. It is further agreed that the Board will have a reasonable time to respond to such Association requests, and that the Board may, at its option, fulfill such requests either by written response to the Association or by making pertinent records available to an Association representative in Board Offices. In case the Board exercises the latter option, the Association representative may not remove any Board records from the Board offices without the written consent of the Board. It is further agreed that the Board shall not be required to prepare or to conduct any analyses, surveys, research or studies in response to Association requests.
- B. Whenever any employee is required by the administration to participate during working hours in negotiations, grievance proceedings, conferences or meetings, the employee shall suffer no loss in pay.
- C. The Association shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff and provided also that such use does not interfere with or impair the educational

program in any way. Except in emergency, the principal of the building involved must be notified at least five (5) days in advance of the time and place of such meeting. If the use of said school building or buildings by the Association results in any expense to the Board, the Association shall reimburse the Board for such expense.

- D. The Association agrees that during the term of this Agreement neither it nor its officers will engage in, support, sanction or approve any strikes, sanctions, work stoppages, slowdowns, mass resignations or other actions which would interfere with school operations.
- E. The Board agrees to forward to the President of the Association official minutes of every public meeting.
- F. There is reserved exclusively to the Board , all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of New Jersey and of the United States, and by the Charter of the Borough of Pompton Lakes, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of unit members and their working conditions which are not inconsistent with this Agreement.
- G. In addition to the rights otherwise described herein the Board specifically reserves, but is not limited to the following rights and authorities:

1. The right to supervise the employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
3. To relieve employees of duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the school district operations entrusted to them.
5. To determine the methods, means and personnel by which operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

H. Protection Against Infringement Upon Ability of Supervise

The Board shall make an effort not to enter into any negotiated agreement with any other bargaining unit in the district which shall infringe upon the ability of a member of the Association to manage his/her department. To prevent such infringement, the Board will submit all contract provision changes proposed to other bargaining units to the Association for evaluation prior to finalizing such agreements. The input from the Association shall be utilized in determining final language or negotiability of the subject.

ARTICLE V
WORK YEAR

The regular work year for unit members shall be from July 1 to June 30.

Year 1 – July 1, 2006 – June 30, 2007
Year 2 – July 1, 2007 – June 30, 2008
Year 3 – July 1, 2008 – June 30, 2009

VACATION

- All twelve month supervisors are entitled to 23 vacation days per year. Vacation time is earned and accumulated over the course of the work year, July 1 through June 30. These vacation days must be taken when school is not in session. Vacation time may not be taken until one (1) week after the last teacher work day in June nor during the two (2) weeks prior to the first day when all teachers report the following September.
- The front loading of vacation time (vacation taken before earned) may be taken only with prior permission of the Superintendent of Schools. If vacation time has been approved without being earned and taken, the time is owed and must be paid back if said employee leaves the district prior to total accrual. If new supervisors are appointed (other than those currently employed as of June 20, 2000), whether internally or externally, unearned vacation time will not be granted and consequently must be earned over the twelve month contractual period.
- Whenever vacation time is requested, prior approval from the Superintendent of Schools must be granted.
- Up to 5 days vacation time may be carried over into the next year with the approval of superintendent.

SCHOOL RECESSES AND HOLIDAYS

Supervisors shall exercise their own discretion to determine the extent to which it may be necessary to work during school recesses as per present practice. However, the Superintendent of Schools retains the right to require the presence of an individual supervisor during school recess or school holiday should the need arise.

ARTICLE VI
TEACHING SCHEDULE

1. The District Area Supervisor's daily teaching schedule shall not exceed two (2) subject area sections or the equivalent (A District Area Supervisor is one who supervises on a K-12 basis.)
2. All Area Supervisors shall be excused from study duties, homeroom assignments and non-instructional duties except in emergency situations.
3. Additional secretarial help will be provided by bringing in a substitute secretary on a per diem basis, through the high school principal, on need basis.
4. Secretarial help must be approved by the Superintendent of Schools (not the HS Principal).
5. No teaching duties for members who supervise two K-12 subject areas.

ARTICLE VII
EMPLOYMENT STANDARDS

- A. All non-tenure employees will be notified of their employment status for the succeeding year by May 15th. Failure to return the form by June 1 shall constitute waiver of employee's rights to reemployment and shall relieve the Board of any obligation to offer reemployment to said employee.

- B. Upon request, any non-tenure employee shall be entitled to a statement of reasons for non-reappointment.

ARTICLE VIII
LEAVES OF ABSENCE

A. Sick Leave

1. Unit members shall be entitled to twelve (12) sick leave days per year. These days shall accumulate without limit as specified in Title 18A.
2. Unit members shall be given a written statement of their accumulated sick leave no later than September 30th of each year.
3. A unit member or his/her estate shall be entitled to reimbursement of all unused sick days at the rate of \$100 per day in the 2006-2007 year to a maximum of \$45,000, \$150 per day in the 2007-2008 year to a maximum of \$35,000 and \$200 per day in the 2008-2009 year to a maximum of \$25,000, based on the following requirements:
 - a. Fifteen years employed by Pompton Lakes and twenty-five years as a member of TPAF. Payout is over five years.
 - b. For school year 2008-2009 only:

Have accumulated at least 52% of the grand total of sick days, personal days and illness in the family days from the date of hire.

B. Military Leave

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. This article applies also to reservists called to active duty.

C. Leaves - Emergencies of Personal Nature

1. An allowance of up to four (4) days leave without loss of pay to be granted with prior approval by the Superintendent of Schools for reasons such as the following:
 - (a) Recognition of a religious holiday;
 - (b) Court subpoena;
 - (c) Marriage of employee or marriage in the immediately family;
 - (d) Personal business which cannot be handled outside of school hours;
 - (e) Any emergency or urgent reason not included in (a.) to (d.) above shall be granted with subsequent retroactive approval by the Superintendent of Schools.
2. Personal days may be granted before or after a vacation only if the request states specifically the reason for the request.
3. Whether or not permission is granted will be determined by the Superintendent of Schools.

D. Illness in the Family

Leave for illness in the immediate family will be granted for three (3) days without loss of pay. The immediate family is defined as husband, wife, father, father-in-law, mother-in-law, brother, mother, sister, children, or any member of the immediate household.

Special circumstances will be dealt with by the Superintendent.

E. Sabbatical Leaves

1. A sabbatical leave may be granted to a unit member by the Board upon recommendation of the Superintendent for study or for reasons deemed to be of value to the school system by the Superintendent.
2. Sabbatical leaves shall be granted for one (1) year, subject to the following conditions:
 - (a) Sabbatical leaves may be granted to one (1) unit member at any one time.
 - (b) Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1st, and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested.

- (c) Unit members must have completed at least seven (7) full continuous school years of service in the Pompton Lakes School District to be eligible for sabbatical leave.
- (d) A unit member on sabbatical leave shall be paid by the Board at one-half (1/2) his/her regular salary.
- (e) Applications for sabbatical leave must set forth the program of studies and related data justifying the sabbatical as an education investment by the Board.
- (f) Upon return from sabbatical leave, a unit member shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.
- (g) Every individual who is granted sabbatical leave must sign and fulfill a contract to return to service as an employee of the Board for at least twice the duration of the sabbatical leave, or reimburse the Board for the amount of salary granted during the leave.

Any unit member going on sabbatical leave must accept the reimbursement obligation in writing prior to action on the leave by the Superintendent. Any payments made to unit members on sabbatical leave shall be contingent upon adherence to the plan approved as a basis for sabbatical leave, and the Board shall be fully reimbursed for any payments made to a unit member on sabbatical leave not adhering to the approved plan.

ARTICLE IX
EVALUATION OF AREA SUPERVISORS

- A. Area supervisors with multi-school responsibilities shall be evaluated yearly by the Superintendent of Schools in consultation with the building principals.
 - 1. Such evaluation will be conducted in accordance with N.J.A.C. 6: 3-1.21 and the evaluation policies, procedures, job description and forms for Pompton Lakes Schools as developed by the Superintendent in consultation with area supervisor.

- B. Area supervisors whose responsibilities are exclusive to one school shall be evaluated yearly by the principal of that school.
 - 1. Such evaluation will be conducted according to the same criteria that apply to district-wide supervisors but with appropriate limitations with respect to single school responsibility.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The parties recognize that they share the 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 registration and other reasonable expenses (including fees, meals, lodging, and / or transportation) incurred in connection with courses, workshops, seminars, conferences, in-service training sessions or any other such session which a unit member requests, or is required to attend , in writing by the Superintendent with Board approval.

The parties agree to cooperate in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

- B. Non-tenure employees will be reimbursed at a cost of one half per credit based on current State College costs for a maximum of six (6) credits per year.
- C. Tenure employees will be fully reimbursed for the cost per credit and required fees, based on current State College costs for a maximum of fifteen (15) credits per year.
- D. The Board of Education will pay dues to a maximum of \$500 for professional organizations most appropriate to the unit member's responsibility. The number and type of memberships must be approved by the Board and the Superintendent of Schools and the Board may limit such memberships due to budgetary considerations.

ARTICLE XI

INSURANCE PROTECTION

A. The Board shall pay the full premium for each employee including family plan coverage for those eligible. Such health care insurance protection shall include Blue Cross, Blue Shield Extended Coverage and Major Medical under said program.

B. The Board shall pay the full premium for all employees for a Drug Prescription Program. The program shall cover employees and dependents with a ten (\$10.00) dollar co-pay for each name brand purchase and a five (\$5.00) dollar co-pay for each generic purchase and -0- for mail order.

C. The Board shall pay the full premium for all employees for a Dental Program. The program shall cover employee and dependents. The deductible shall be two hundred (\$200) dollars per family member, with an aggregate deductible of six hundred (\$600)dollars per family.

The dental program shall provide for the following benefits:

	<u>Plan Payment</u>	<u>Co-Payment</u>
Preventive & Diagnostic	100%	0%
Remaining Basic Benefits	85%	15%
Crowns, Inlays & Gold Restorations	85%	15%
Prosthodontic Benefits	50%	50%

The maximum amount payable by the Plan for the above dental services provided an eligible patient in any calendar year is on thousand (\$1,000) dollars. The two hundred (\$200) dollars per patient per calendar year and the six hundred (\$600) dollars family maximum aggregate deductible per calendar year are not applicable to Preventive and Diagnostic Benefits.

D. After consultation with the Supervisors, the Board maintains the right to change insurance plans provided the coverage is equal to or better than that currently provided.

E. The Board of Education shall provide an annual physical examination at no cost to the members. The fee for the examination shall not exceed the normal fee of the school physician.

F. Waiver from Participation

Employees who are eligible for, but who do not participate in, the health insurance plan, or dental and prescription, shall be provided a cash payment as follows:

1. Employees who voluntarily elect to waive coverage shall be entitled to receive 36% of the premium cost of the waived insurance. This payment shall be proportionate in actual waiver time.
2. Payment of the monies in “1” above shall be made by separate check on the last work day of the school year.
3. Employees must waive such insurance for a full year (July 1 through June 30 for dental and prescription) to be eligible for payment. Notification of waiver must be made by January 1, in order to waive for the applicable upcoming year.
4. It is the intent of both the Association and the Board that all employees covered by the Agreement should, either through this coverage or alternate available coverage, have comprehensive insurance protection.
5. An employee who waives coverage may re-enroll for the next year during the open enrollment period.

ARTICLE XII
PERSONAL AND ACADEMIC FREEDOM

- A. Unit members will be entitled to full rights of citizenship and no religious or political activities of any unit member will be grounds for discipline or discrimination with respect to the professional employment of such unit member, provided that said activities do not violate any local, state or federal law, or affect the unit member's responsibilities as an employee of the Pomton Lakes Board of Education.

ARTICLE XIII
PROMOTIONS

- A. All vacancies in promotional positions shall be filled pursuant to the following procedure:
1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible, but in no event less than ten (10) days. Nothing herein is to be construed to mean that the Superintendent shall not be free to publicize and otherwise seek qualified personnel from outside of the school system to fill such vacancies.
 2. Said notice of vacancy shall clearly set forth the qualifications for the position.
 3. Applicants for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.
- B. Promotional positions are defined as follows:
Positions paying a salary differential and / or positions on the administrator-supervisory level, including, but not limited to, positions such as superintendent, assistant superintendent, principal, vice principal, director.
- C. Vacancies which arise during July and August shall be posted in the Board Office and notice thereof mailed to the President of the Association.
- D. Promoted unit members shall negotiate their new salary individually with the Board of Education. In no event shall the individual promoted receive less than he / she would have received had the promotion not been attained.

ARTICLE XIV
SCHOOL CALENDAR

The Board shall consult with the Association in establishing the calendar for each school year during the term of this Agreement.

ARTICLE XV
MISCELLANEOUS PROVISIONS

- A. Despite references herein to the Board, the Superintendent and the Association, as such, each reserves the right to act hereunder by committee, or designated representatives except where this Agreement specifically limits this right.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. 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.
- D. Any provisions in individual contracts for the period of this Agreement which are inconsistent or in conflict with the terms of this Agreement shall be controlled by the terms of this Agreement.
- E. Copies of this Agreement shall be printed at the expense of the Board after consultation with the Association on format and presented to all employees in the negotiating units.

ARTICLE XVII
DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2006 and shall continue in effect until June 30, 2009.

REPRESENTATIONS

The Board represents that the making and execution of this agreement between the Pompton Lakes Board of Education and the Association of Pompton Lakes Education Supervisors, dated July 1, 2006 to June 30, 2009 has been authorized by the Board at a meeting of the Board held on

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective president and attested by their respective secretaries.

ASSOCIATION OF POMPTON
LAKES EDUCATION SUPERVISORS

POMPTON LAKES
BOARD OF EDUCATION

BY: _____
PRESIDENT

BY: _____
PRESIDENT

DATE: _____

DATE: _____

BY: _____
SECRETARY

BY: _____
SECRETARY

DATE: _____

DATE: _____

BOARD APPROVAL DATE

SALARY GUIDE

NAME	05-06 SALARY	06-07 SALARY	07-08 SALARY	08-09 SALARY
Macdonald	\$109,535	\$113,916	\$118,473	\$123,212
Philippon	\$115,053	\$119,655	\$124,441	\$129,419

