AGREEMENT BETWEEN



THE LEADERSHIP ASSOCIATION

OF

UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS

AND

THE BOARD OF EDUCATION

OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF UNION

2005-2008

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RECOGNITION

The Union County Vocational-Technical Schools Board of Education ("Board"), in accordance with Chapter 123, Public Laws of 1974, hereby recognizes the Leadership Association of the Union County Vocational-Technical Schools ("Association") as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time twelve (12) month employees who have less than fifty (50%) percent of their time involved in direct student contact and who have responsibility for the supervision, direction, or evaluation of other employees, whether under contract, on leave, employed or to be employed by the Board.

THE UNIT

- 1. Principal
- 2. Assistant Principal
- 3. Director
- 4. Teaching Supervisor

NEGOTIATION OF SUCCESSOR AGREEMENT/MODIFICATION OF AGREEMENT

A. <u>Deadline Date</u>

The parties agree to enter into collective negotiations for a successor agreement hereto in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of Association members' employment. Such negotiations shall begin by mutual presentation of proposals not later than April 15 of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members, be signed by the Board and the Association, and be approved by the Board and Association.

B. Modification

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

GRIEVANCE PROCEDURE

A. <u>Definition</u>

Grievance

A "grievance" is a claim by an Association member or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an Association member's or a group of Association member's terms and conditions of employment. The term "grievance" shall not include the following:

Any matter for which a method of review is provided for or is cognizable by law or by any rule or regulation of the State Commissioner of Education or State Board of Education.

Any matter for which a method of review is provided for or is cognizable by the Public Employment Relations Commission.

Matters which according to law are beyond the scope of Board authority.

Any rule or regulation dealing with managerial prerogative of the Union County Vocational-Technical Schools Board of Education or the State Commissioner of Education.

- Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.
- A complaint of a non-tenure employee which arises by reason of his/her not being reemployed. N.J.S.A. 18A:27-10 et seq.
- A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- Any matter for which review by arbitration is prohibited by law.

2. Aggrieved Person

An "aggrieved person" is the member or members of the Association making the claim.

3. Party In Interest

A "party in interest" is the Association member or members making the claims and any Association member including the claimant and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of the procedure is to secure, at the lowest possible level, solutions to grievances as defined above. Both parties agree that these proceedings will be kept as confidential as may be-appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

2. <u>Year-End Grievances</u>

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable as agreed by both parties.

3. <u>Level One: Immediate Supervisor, Informal Level</u>

A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days after the grievant would be expected to know of its occurrence. In the event that the fifteen (15) calendar day period runs past the close of the school year, then the time for filing of the grievance shall be based on two (2) business days for each school day until the fifteen (15) calendar days are reached. An Association member with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association representative; participating in such discussions and proceedings shall also be on his/her own time. Excepted from the operation of the foregoing provision concerning "own time" are those instances in which an Association member is requested by an authorized administrator to be present. In the event that the member's immediate supervisor is the Superintendent, this step shall be omitted.

4. <u>Level Two: Superintendent</u>

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision is reached within six (6) school days after the grievance was referred to the member's immediate supervisor, then within ten (10) days the grievance shall be referred to the Superintendent. A decision shall be rendered by the Superintendent within fifteen (15) school days after its presentation.

5. <u>Level Three- Advisory Arbitration</u>

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory to the parties, except that if the Board rejects two (2) arbitration decisions arising out of grievances occurring during a single contract year, all subsequent decisions arising during the same contract year shall be binding upon both parties.
- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section 5.c of this Article.
- e. The cost for services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Members to Representation

1. Member and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, by legal counsel or at his/her option, by representative(s) selected or approved by

the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of Association members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved persons and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. <u>Separate Grievance File</u>

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

5. Forms

Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association and shall be given appropriate distribution.

ASSOCIATION MEMBER RIGHTS

A. Rights and Protection in Representation

The Board hereby agrees that every employee shall have the rights identified in Chapter 123, Public Laws 1974 (as amended).

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any Association member such rights as he/she may have under New Jersey Law or other applicable laws and regulations contained in the New Jersey Administrative Code.

C. Just Cause Provision

No Association member shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. <u>Hearings</u>

Whenever any Association member is required to appear before any administrator or supervisor, Board or committee member, or a representative or agent thereof concerning any matter which said administrator, supervisor, or Board knows or should have known could adversely affect the continuation of that Association member's position or employment, or the salary or any increments pertaining thereto, then the Association member shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. The Association member serving as Association representative will not be charged for work time taken to attend such meetings as long as the meeting was initiated by administration; if initiated by the Association then such meetings will be on the Association representatives' own time.

E. Proposed New Rules/Modifications

All proposed new rules or modifications of existing rules governing terms and conditions of employment and recognized by PERC to be mandatory negotiable, must be negotiated with the Association before they are established.

BOARD RIGHTS

A.

The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

B.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

MISCELLANEOUS PROVISIONS

A. <u>Vacation Days</u>

Any member of the Association is entitled to twenty-two (22) vacation days per year; after attaining ten (10) years of employment by the Board, he/she shall receive twenty-five (25) vacation days per year. Vacation days shall be taken with the approval of the Superintendent, who will insure that all administrative functions of the School will continue to be adequately conducted in the absence of the Association member. Vacation time shall not be accumulated or reimbursed for more than seventy (70) days for the 2005-2006, 2006-2007 and 2007-2008 school years.

Reimbursement will be at the per diem rate.

B. Retirement or Termination

An Association member upon retirement or termination of employment, with proper notice, shall be paid an amount of money calculated at the rate of seventy dollars (\$70.00) per accrued sick days for the 2005-2006, 2006-2007 and 2007-2008 school years, up to a maximum of two hundred (200) days. However, there is no limit on the amount of sick days accrued for potential use when an Association member is sick. It is specifically understood and agreed that for an Association member's last year of employment he/she shall receive the amount of sick pay calculated above upon retirement for each month worked and fifty percent (50%) of the above amount of the remaining sick days.

C. Motor Vehicle

All Association members required to use their own motor vehicle for school business shall be reimbursed at the rate per mile allowed by the IRS.

D. <u>Professional Dues</u>

The Board agrees to pay the professional dues for NASSP/NJPSA for all Association members and may pay any other membership in full for additional professional associations as determined by the Superintendent.

E. Sick Days - Personal Days

All twelve-month members of the unit shall receive fifteen (15) sick days and five (5) personal days. No personal day shall be taken either before or after a holiday without the prior written consent of the Superintendent. An illness or accident which causes an Association member to be absent from school in excess of three (3) consecutive days shall require documentation by a physician. Unused sick and personal days shall be permitted to accumulate provided that the fifteen (15) day accumulation limitation set forth in N.J.S.A. 18A:30-7 is not exceeded.

F. Military Leave

Association members who are members of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States, or a retired member of the Armed Forces and who are required to engage in field training, shall be granted a military leave of absence with differential for the period of such training as is authorized by law. This leave of absence shall be in addition to their vacation and shall be granted at times of state or federal emergency when said employees are called to duty.

When Association members have been called to active duty or induction into the military or naval forces of the United States, they shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. Association members must be reinstated without loss of privileges or seniority provided they report for work within ninety (90) days following their honorable discharge from military service, pursuant to N.J.S.A. 40A:9-159.

G. Family Leave

In the event of the birth or placement for adoption of a child or serious health condition of a family member, an employee is entitled to take a family leave of twelve (12) weeks, upon advance notice to the Superintendent. This leave will be granted without pay, but with benefits pursuant to applicable statute. Association members must be employed for a period of one (1) year before a family leave can be granted. An unpaid family leave may be extended for a period greater than twelve (12) weeks upon the written request of an extension by an Association member and in the sole discretion of the Board of Education. Association members must apply all of their vacation and sick days to said leave.

1. Maternity

(a). Natural Birth

The Board shall grant maternity leave without pay to any tenured employee upon request subject to the following stipulations and limitations:

- 1. Maternity leave shall commence on the date requested by the employee.
- 2. Maternity leave shall terminate on any one of the following dates: the first school day of the succeeding school year, or at the start of the second semester of either school year of leave thirty (30) days prior notice of return date to be given by the employee providing the employee has not received a notice of termination of employment pursuant to applicable law.
- 3. The employee shall deliver to the Board a notice in writing of the requested leave no less than sixty (60) days prior to the said commencement date.
- 4. Both of the aforesaid dates shall be subject to change as consequence of a bona fide emergency.

- 5. Any employee granted maternity leave without pay according to the provisions of this Section may at her discretion elect to use all or any part of her accumulated sick leave during the disability period of such absence and receive full pay and benefits for same.
- 6. Any employee granted maternity leave shall at her request be restored to the exact same position (providing the position has not been eliminated) vacated at the commencement of said leave.
- 7. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected childbirth nor be prevented from returning to work after childbirth and the desired date of return except pursuant to the notice provided above.
- 8. The Board shall not remove any employee from her duties during pregnancy unless the employee is not medically able to continue her normal duties.

(b). Adoption

Any employee adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. The employee shall deliver to the Board a notice in writing of the requested leave no less than sixty (60) days prior to the said commencement date. The aforesaid notice period shall be subject to change as a consequence of a bona fide emergency. All other provisions applying to maternity leave shall apply, except for the provisions relating to disability.

H. <u>Illness in Family</u>

A leave of absence without pay up to two (2) years may be granted for the purpose of caring for a sick spouse, child or parent of an employee in the bargaining unit.

I. Health Insurance

All members of the Leadership Association shall receive a health benefits/insurance plan equal to the New Jersey State Health Benefits plan in place as of June 30, 2005, for the 2005-2008 school years.

J. <u>Dental Insurance</u>

All members of the Leadership Association shall receive a dental health benefits/insurance plan equal to the dental health benefits plan in place as of June 30, 2005, for the 2005-2008 school years.

K. Prescription Drug Plan

All members of the Leadership Association shall receive a Prescription Drug benefits plan equal to the Prescription Drug benefits plan in place as of June 30, 2005 for the 2005-2008 school years.

L. Tuition Reimbursement Plan

The Association shall receive tuition, fees and material reimbursement for the purpose of reimbursing Association members for professional growth in their respective assignments through satisfactory completion of college graduate courses, workshops and conferences. All tuition reimbursed for college graduate courses shall be at the State (Rutgers) University rate, reimbursement shall occur upon successful completion of the course or workshop, and shall be preapproved by the Superintendent. The Association member must demonstrate a grade of "B" or better or a "pass" for a pass-fail course before reimbursement is given.

The amount of monies to be refunded to an Association member having satisfactorily completed such courses, workshops and conferences shall be at the discretion of the Association, but in no event shall it exceed the costs of the course, workshop or conference. Said reimbursement is as follows for the duration of the contract:

• 2005-2006; \$5,000

• 2006-2007; \$5,250, and,

• 2007-2008, \$5,500.

In the event the said sum is not expended in any one (1) year, the appropriation will terminate for that year.

M. National Conferences

All members of the Association shall be eligible to attend one national conference per year, as recommended by the Superintendent and approved by the Board of Education.

N. State Conferences

All members of the Association shall be eligible to attend one (1) state conference per year. This includes meals, registration costs, housing and transportation.

0. Association Members

Association members are eligible to take two (2) professional days each year, with pay, to attend the New Jersey Principals and Supervisors Convention, as long as it coincides with the NJEA convention. The Board is not responsible for any expense incurred for this activity.

P. Bereavement

Bereavement leave shall consist of up to five (5) consecutive working days at any one time in the event of the death of an employee's spouse, child, mother or father. It shall also consist of up to four (4) consecutive working days at any one time in the event of the death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren. If any of the above (second category) are members of the employee's immediate household, then the five (5) day period will apply.

Bereavement leave of up to one (1) working day shall be granted in the event of the death of a grandparent-in-law, aunt, uncle, niece or nephew.

Q. Safety Glasses

Whenever Association members are required to wear safety glasses by shop policies, the same shall be provided by the Board at a cost not to exceed one hundred twenty-five dollars (\$125.00)

R. Insurance Carriers

The Board may substitute other insurance carriers so long as the insurance coverages and service provided are similar to or better than those now being provided hereunder.

S. Complete Agreement

This Agreement represents and incorporates a complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. 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, or whether or not in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

T. Performance

All Association members in the best interest of the school system and the students whom they serve may wish to perform beyond the minimum requirements of this Agreement. The Association agrees to encourage such voluntary performance and not to interfere with or discourage such performance by any Association member or group of such members.

U. Professional Development

The Board agrees to contribute, at its option and upon recommendation by the Superintendent, up to Three Thousand dollars (\$3,000) toward the cost of approved courses for professional improvement. In the event that any professional development funds are not used, a roll-over provision will transfer unused professional development funds into the tuition reimbursement plan (L). The approved courses may include but are not limited to college courses, conferences, workshops, working in industry, and exchange programs for educators.

V. Tuition Free Courses

Upon employment by the Board of Education for a period of greater than one (1) year, all Association members and their dependents may take tuition free credit and no-credit courses at the Union County Vocational-Technical Schools and the Union County College (subject to the terms of the contract between the Vocational School and the College).

W. Vacancies

All and any vacancies in current positions and new administrative positions shall be publicized by posting a notice in each building a minimum of fifteen (15) calendar days before the final date when applications must be submitted.

X. Separability

If any provision or part thereof of this Agreement is held to be contrary to law, then such provision or part thereof shall not be further enforced except to the extent permitted by law, provided, however, all other provisions shall continue in full force and effect.

Y. Teaching Supervisors

Teaching Supervisors are recognized members of the Leadership Association.

A. Work Year

Teaching Supervisors shall work a 210 day work year as follows:

September 1 – June 30
 July 1 – August 31
 20 days

B. <u>Exceptions</u>

As recognized members of the Leadership Association, Teaching Supervisors are entitled to the rights and privlideges of this contract with the following exceptions:

1. <u>Article 6-A Vacation Days</u>

Teaching Supervisors are not entitled to or allowed to accrue vacation time. Referencing the School Calander, Teaching Supervisors are not required to attend during school vacation days.

2. Article 6-E Sick Days Personal Days

Teaching Supervisors shall receive twelve (12) sick days and five (5) personal days per year. All other provisions of Article 6-E will apply.

3. Article 6-M National Conferences

Teaching Supervisors are not eligible to attend national conferences as is otherwise indicated in this article, unless recommended by the Superintendent and approved by the Board of Education.

SALARIES

A. 2005-2008 Leadership Salary Guide

	<u>Principal</u>	Assistant Principal	Director	Teaching Supervisor
<u>Step</u>	Salary	Salary	Salary	Salary
1	\$90,492	\$83,828	\$81,813	\$67,000
2	\$94,339	\$87,391	\$85,000	\$69,848
3	\$98,348	\$91,105	\$88,915	\$72,816
4	\$102,528	\$94,977	\$92,694	\$75,911
5	\$106,886	\$99,014	\$96,633	\$79,137
6	\$111,428	\$103,222	\$100,740	\$82,500
7	\$116,164	\$107,609	\$105,022	\$86,006
8	\$121,101	\$112,182	\$109,485	\$89,662

B. <u>Longevity</u>

Soley for the term of this contract and upon completion of five (5) years and through nine (9) years of service in the district, the Association member shall receive an increase in base salary of Eight Hundred Dollars (\$800.00) per year and completion of (10) years and beyond, One Thousand (\$1000.00) per year

C. Part-Time Supervisors

Part-Time Supervisors are staff members who work for the district as supervisors and are appointed by the Board of Education on a part-time basis (less than 19.5 hours/week). Part-Time Supervisors shall not negotiate with or be represented by the Leadership Association, cannot become members of the Leadership Association and are not entitled to any benefits, rights, or provisions enjoyed by members of the Leadership Association.

The Leadership Association shall vote by majority to approve or disapprove any or all provisions outlined for Part-Time Supervisors as contained in the Leadership Association's contract.

For the term of this Contract, and for the purpose of clarification, Part-Time Supervisors are entitled to an hourly pay rate, determined by the Superintendent and the Board of Education, and approved by the Leadership Association in the following hourly monetary amounts:

2005-2006 \$35.00/hour*

2006-2007 \$36.00/hour*

2007-2008 \$37.00/hour*

^{*}Hourly rate will reflect any increase over the above hourly rate as negotiated by the UCVTEA on behalf of teaching employees.

MEMORANDUM OF AGREEMENT

The attached signed Memorandum of Agreement was acepted by and agreed upon by the Union County Vocational-Technical Schools Board of Education at the June 27, 2005 Board of Education meeting.

The memorandum outlined an agreement to the following terms and conditions as a settlement for a successor agreement to the 2002-2005 contract:

Duration of the Contract: July 1, 2005-June 30, 2008

Salary increases as Outlined in the

Salary guide: 2005-2006 4.25%

2006-2007 4.25% 2007-2008 4.25%

All other terms and conditions of employment of the current agreement not modified or deleted as negotiated will remain unchanged and in full force.

Both parties agree to recommend this memorandum of agreement for ratification to their respective groups.

For the Board of Education for the Technical Schools in the County of Union	For the Leadership Association of the Union County Vocational-Technical Schools
Dr. Thomas J. Bistocchi, Superintendent Date	Patrick Mauro, President/Leadership Date
Peter Capodice, Secretary to the Board Date	Paul Munz, Assistant Principal/AIT Date

Accepted at the June 27, 2005 Board of Education meeting.