

ARTICLE THIRTY MISCELLANEOUS

- A. **Parties Commitment:** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. **Legality:** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- C. **Policy-Rules:** This Agreement shall supersede any policies, rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- D. **Individual Contract:** If an individual contract between the Board and an employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. **Cost:** The parties mutually agree to share the cost of printing this Agreement, and the Union shall be responsible for distributing copies to all bargaining unit members. The parties must agree on who will print the Agreement and the cost prior to reproducing it.
- F. **Summer School:** The provisions of this Agreement shall be fully effective during and for any summer school programs falling within the term of this Agreement, unless otherwise indicated.
- G. **Advanced Degree Stipend Committee:**
 - 1. The Board and the BTU agree to establish and maintain an Advanced Degree Stipend Committee to develop all procedures, guidelines and other aspects governing the awarding of in-field advanced degree stipends. Such procedures and guidelines shall be subject to review and final approval by the Superintendent and the President of the BTU.
 - 2. The Superintendent shall appoint three (3) Committee members and the President of the BTU shall appoint three (3) members. The Committee shall function for the term of this contract. The

Superintendent of the BTU President may change their appointees at any time.

3. The Superintendent and the president of the BTU are empowered to make amendments to the procedures and guidelines.
4. The Committee will design an appeals procedure for applicants whose applications for advanced degree stipends are disapproved. The Committee shall be the final step of this procedure and their decision is final and not grievable or arbitrable.

H. **Contract Administration Committee:**

1. The purpose of this Committee is to address issues of concern related to labor relations. The Committee shall not address the subject of a pending grievance. The Committee shall be empowered to discuss topics and make recommendations to the Superintendent and the BTU President. Recommendations for new/modified collective bargaining language or joint legislative proposals shall be considered.
2. The Committee can listen to and consider information presented from guests that are jointly invited by the Committee.
3. All contractual sub-committees and specially formed task forces and/or ad-hoc committees formed jointly by the parties shall be organized under the direction of the Contract Administration Committee. Said committees and task forces shall periodically report to the Contract Administration Committee. The parties agree to mutually adopt guidelines and procedures to implement this section.
4. **Committee Purpose and Agenda**

The purpose of these committees is to provide a means for continuing communications between the parties and to promote a climate of constructive employee-employer relations. This would include, but not limited to, such activities as to:

- a. Discuss and resolve contractual issues subject to appropriate approval;
- b. Notify and discuss with the Union changes contemplated by the District which may affect bargaining unit employees;
- c. Discuss the future needs and programs of the District and the BTU;
- d. Disseminate general information of interest to the parties;

- e. Give the parties the opportunity to discuss their views and/or make suggestions on subjects affecting those employees;
 - f. Give the parties the opportunity to discuss the problems that may give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring (The parties agree that the discussion of individual grievances is not an appropriate topic for Contract Administration Committees);
 - g. Such other items as the parties may mutually agree to discuss.
5. All committees will be co-chaired by a union and district representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.
6. Unless mutually agreed otherwise, such meetings shall be held during normal work hours.