

Contract no. 864

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RUTGERS UNIVERSITY

A G R E E M E N T

Between

TINTON FALLS BOARD OF EDUCATION

and

TINTON FALLS ADMINISTRATORS ASSOCIATION

July 1, 1990 through June 30, 1992

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PREAMBLE

This AGREEMENT entered into by and between the Board of Education of the TINTON FALLS SCHOOLS, the Borough of Tinton Falls, New Jersey, hereinafter called the "Board", and the TINTON FALLS ADMINISTRATORS ASSOCIATION, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. UNIT.

Pursuant to N.J.S.A. 34:13A-5.1, et seq., the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following personnel employed or to be employed by the Board:

Principals

Directors

but excluding:

Superintendent

Assistant Superintendent

B. DEFINITIONS.

Unless otherwise indicated, the term "administrator" when used hereafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined and reference to male administrators shall include female administrators.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations for a Successor Agreement to this Agreement in accordance with N.J.S.A. 34:13A-1, et seq.

B. Negotiations for a Successor Agreement shall begin on a date mutually acceptable to the parties as soon as practicable during the school year at the end of which this Agreement expires. Not less than fifteen (15) days prior to the agreed upon date for the commencement of negotiations, the parties shall exchange written proposals for a new Agreement.

C. Neither party to the negotiations shall have any control over the selection of negotiating representatives of the other party.

D. All terms and conditions of employment as established by this Agreement on the effective date of this Agreement for members of the negotiations unit as defined in Article I, Recognition, shall continue to be so applicable during the term of this Agreement, except as same may be modified by mandate of law.

E. The Board agrees that, during the term of Agreement, it will not negotiate concerning terms and conditions of employment for members of the negotiations unit with any party other than the Association.

F. The parties may agree to modify the terms of this Agreement prior to its expiration; provided, however, that neither party

shall be obliged to enter into negotiations concerning such modification and that the terms of this Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION.

1. A grievance shall mean a complaint by an administration or the Association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to an employee or the Association provided it does not involve the retention of a nontenured administrator. In those articles of the Agreement where the final decision is at the discretion and/or remaining with the Board, such final decision shall not be arbitrable. However, the procedural aspects of the Board's decision may be arbitrable provided it can be demonstrated to the Arbitrator that the procedures of this Article have not been complied with.

2. A grievance to be considered under this procedure must be initiated within thirty (30) days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if three (3) months have elapsed since its actual occurrence.

3. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

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

B. PROCEDURE.

1. Any administrator (or group of administrators) who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally (except in a case affecting the Association). In the case of an Association grievance, the Association shall present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation of a grievance at the Board level under such circumstances shall be processed through the office of the Superintendent (or designee) as the Board's representative.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator within five (5) school days, the administrator shall set forth the grievance in writing to the Superintendent, specifying the following:

- a. The nature of the grievance and the injury, loss, or inequity suffered,

- b. The results of previous discussion,
- c. Administrator's dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the Superintendent will send a copy of the grievance to the Association. Upon receipt of the grievance, the Association may elect to have a representative or representatives present at all grievance meetings. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate a decision, in writing, to the administrator and the Association.

3. If the grievance is not resolved to the grievant's satisfaction, grievant may request a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or committee thereof, shall review the grievance. If the Board is in agreement with the Superintendent, a hearing by the Board may be waived. The Board shall hold a hearing with the grievant(s) and a decision shall be rendered, in writing, within twenty (20) calendar days of receipt of the grievance by the Board, or the date of the hearing, (whichever comes sooner).

4. If the Association determines that the grievance is meritorious and does not involve the nonrenewal of a nontenured administrator's contract, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of the request by the aggrieved. Such arbitration shall be advisory

only, and the arbitrator's decision shall not be binding upon the parties. A request for a list of arbitrators shall be made to the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly. The arbitrator shall be requested to issue a decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which recommends the commission of an act prohibited by law or which violates the terms of this Agreement. The authority of the arbitrator shall be limited solely to the interpretation of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify any of said provisions. The costs for the services of the arbitrator shall be shared equally by the Board and the Association, and any other expenses incurred shall be paid by the party incurring same.

5. Nothing contained herein shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with an appropriate member of the administration, and having a grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement and that the

Association has been given the opportunity to be present at any level and to state its views.

6. The administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

7. 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.

8. If the conditions or terms of this Agreement are considered violated by the Board, the Board shall also have the right to submit the alleged violations to advisory arbitration in accordance with Paragraph 4 of this Section.

9. No reprisals of any kind shall be taken by the Board or any members of the administration against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also no reprisals of any kind shall be taken by an administrator or the Association against any party in interest, any representative, any member of the Board or its committees, or any other participant in the grievance procedure by reason of such participation.

10. During the pendency of any hearing, the grievant shall continue to perform assigned duties.

C. RIGHTS OF ADMINISTRATORS TO REPRESENTATION.

Any aggrieved person may be represented at all stages of the grievance procedure by self or, at option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE IV

ADMINISTRATORS' RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION.

Pursuant to N.J.S.A. 34:13A-5.3 neither party shall harass or discriminate against any administrator for the exercise of his or her rights to form, join or assist any employee organization, or to refrain from any such activity.

B. STATUTORY SAVINGS CLAUSE.

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

C. JUST CAUSE PROVISION.

Pursuant to N.J.S.A. 18A:6-10, et seq., no tenured administrator shall be dismissed or reduced in compensation except for inefficiency, incapacity, unbecoming conduct or other just cause.

D. REQUIRED MEETINGS OR HEARINGS.

Whenever any administrator is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter that may adversely affect the status of his employment, other than observation and evaluation conferences, he shall be given 48 hours prior notice, which shall be in written form, of the reasons for such meeting or interview, and may have

(a) representative(s) of the Association and/or or an attorney present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with the provisions of N.J.S.A. 18A:25-6.

E. CRITICISM OF ADMINISTRATORS.

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

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION.

The Board agrees to furnish the Association, in response to reasonable requests, all documents constituting public records, together with documents which may be reasonably necessary for the Association to process any grievance or complaint.

B. RELEASED TIME FOR MEETINGS.

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

C. USE OF SCHOOL BUILDINGS.

Representative 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. Prior notification and approval of the Superintendent is required for use of school property to conduct Association meetings.

D. USE OF SCHOOL EQUIPMENT.

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

equipment incident to such use, and shall pay for the repair of any damage to such equipment occurring during use of such equipment on behalf of the Association.

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 administrators, as defined in the unit, and to no other organization.

ARTICLE VI

EVALUATION

A. RIGHT TO FULL KNOWLEDGE.

The Board of Education and Superintendent subscribe to the principle that an administrator has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendation that will assist him in increasing the effectiveness of his performance.

B. FREQUENCY OF REVIEW.

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three written evaluations per year for each nontenured administrator. The first written evaluation shall be no later than December 1st. The second written evaluation shall be no later than February 1st and the third no later than March 1st. Tenured administrators shall receive two written evaluations per year. The first written evaluation shall be no later than January 1st, and the second no later than June 1st. The process shall be in accordance with the provisions of N.J.A.C. 6:3-1.19.

C. EVALUATION PROCEDURES.

1. Copies of Reports.

Each administrator shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of a personnel file without the administrator's signature;

provided, however, if the administrator refuses to sign the evaluation, the evaluation may be placed in the file with a notation reflecting that refusal.

2. Right of Administrator to Respond.

A conference shall be arranged between the evaluator and administrator as soon as possible after receipt of the written evaluation by the administrator, in compliance with N.J.A.C. 6:3-1.21. At such time, the administrator is entitled to have his response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal.

Each nontenured administrator shall receive written notice, prior to April 30 of each year, of whether or not the Superintendent intends to recommend a renewal of his contract for the ensuing year.

D. EVALUATION SYSTEM.

The evaluation system will be prepared by the Superintendent after discussions with the Association. The Board has the right to change the present evaluation system after consultation with the Association. The Board shall present any change by January 15, 1990.

ARTICLE VII

ARTICLE VIII
SALARIES

The salaries for all administrators covered by this Agreement are set forth in Schedule A, which is attached hereto

and made a part hereof.

As of September 1 of each year, all administrators employed shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

TRANSFER FROM OTHER DISTRICTS.

As of September 1 of each year, whenever the Board employs an administrator who has unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant

leave to a maximum of \$3,500. Administrators who retire between July 1, 1991 and June 30, 1992 shall be paid \$37.00 per day for unused, accumulated sick leave to a maximum of \$3,700. In order to be eligible for this benefit, retiring administrators must give notice of intention to retire not later than December 15 of the year preceding the year of their retirement. If notice is not given in timely fashion, payment of the retirement sick leave benefit shall be delayed until the budget year following the date of retirement.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVES.

As of the beginning of each school year, administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal. Three (3) days leave of absence for personal, business, household or family matters which require absence during school hours. Whenever possible the Superintendent should have one (1) day notice (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that it is being taken under this Section.
2. Visitation and Conferences. An administrator, upon a request to the Superintendent, may be granted two days to visit other schools or to attend education conferences without loss of salary. The Superintendent may grant up to five days for specific professional events.
3. Legal. Time necessary will be allowed for appearances in any legal proceeding connected with the administrator's employment or with the school system, or in any other legal proceeding if the administrator is required by law to attend. The Board will allow one (1) day's absence with pay when an administrator is subpoenaed by the court, or is a principal in the case, regardless of fault. Anything beyond this will be at the discretion of the Superintendent.

4. Death. Up to five (5) days at any one time in the event of death of an administrator's spouse, child or parent shall be allowed. In the event of the death of a son-in-law, daughter-in-law, sister-in-law, or any other member of the immediate household, up to four (4) days shall be allowed. Two (2) days of travel, if requested, will be considered by the Superintendent in the case of death in the family. Administrators shall be granted up to one (1) day in the event of death of an administrator's friend or relative outside the administrator's immediate family as defined above. In the event of the death of an administrator, or student in the Tinton Falls School District, the Superintendent shall grant to an appropriate number of administrators sufficient time off to attend the funeral.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. MATERNITY.

1. Natural birth. The Board shall grant maternity/paternity leave without pay to any administrator upon request subject to the following stipulations and limitations:

- a. Maternity/paternity leave shall commence on the date requested by the administrator.
- b. Any administrator granted maternity/paternity leave without pay according to the provision of this section may at her/his discretion elect to substitute all or any part of accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- c. No administrator shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
- d. The Board shall not remove any administrator from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue her duties.

2. Adoption. Any administrator adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

B. ILLNESS IN FAMILY.

A tenured administrator shall be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the tenured administrator's immediate family. Additional leave may be granted at the discretion of the Board. A nontenured administrator may be granted similar leave at the discretion of the Board.

C. GOOD CAUSE.

Other leaves of absence without pay may be granted by the Board for good cause.

D. RETURN FROM LEAVE.

1. Salary. Upon return from leave granted pursuant to Section A, of this ARTICLE, an administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level that would have been achieved if the administrator had not been absent. An administrator shall not receive increment credit for time spent on a leave granted pursuant to Section B or C of this ARTICLE.

2. Benefits. All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the administrator's return. The administrator shall be assigned to the same position held at the time said leave commenced,

if available, or if not, to a substantially equivalent position.

E. EXTENSIONS AND RENEWALS.

All extensions or renewals of leaves shall be applied for and granted in writing.

F. CONTINUATION OF BENEFITS.

Administrators while on leave without pay shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board.

ARTICLE XI

VACATION

A. All twelve-month administrators shall receive annual vacation pursuant to the following schedule:

One to ten years of service - 20 days

Ten or more years of service - 22 days

B. VACATION CARRYOVER.

Administrators may carry a maximum of one year vacation time into the following school year with the approval of the Superintendent.

C. LEGAL HOLIDAYS.

The holiday schedule for administrators shall coincide with that of the teachers. However, it is understood and agreed that administrators will appear for work on regularly scheduled school vacation days or legal holidays if it is necessary to dispose of an emergency or the administrator's ongoing responsibilities. Also, administrators shall be subject to being called in to work on such days by the Superintendent, when, in the Superintendent's discretion, it is necessary.

D. SEPARATION FROM SERVICE.

1. An administrator who dies before his contract period is completed shall have payment for his vacation days given to his estate.

2. When an administrator resigns or retires during the contract year, the terms of such resignation or retirement shall, whenever possible, be structured so as to use unused

vacation days. An administrator who so resigns or retires may, at the discretion of the Board, be granted payment for some or all of his or her unused vacation time.

ARTICLE XII

ADMINISTRATIVE VACANCIES

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association twenty calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation.

ARTICLE XIII

SCHOOL CALENDAR

The Superintendent shall consult with representatives of the Association concerning the school calendar prior to making his or her final recommendations concerning the calendar to the Board.

ARTICLE XIV

TRANSFER OF PERSONNEL

A. INVOLUNTARY TRANSFER OF PERSONNEL.

When an administrator is involuntarily transferred by the Board, he shall be provided with as much notice of the transfer as is reasonably practicable, and if the administrator so requests, will be afforded a meeting with the Superintendent in order to discuss the reasons for the transfer and any arrangements which may be necessitated by the transfer.

B. REQUESTS FOR VOLUNTARY TRANSFERS.

Administrators shall have the right to submit a request to the Superintendent for transfer. Such requests shall be in writing, specifying the position sought, and the reasons for the request.

ARTICLE XV

PROFESSIONAL DEVELOPMENT

The Board of Education shall reimburse administrators for tuition for college and university courses, subject to the following conditions:

A. APPROVAL FOR COURSES.

1. Courses must be approved by the Superintendent prior to registration.
2. Approval shall be limited to courses at the graduate level.
3. Approval shall be limited to courses in areas related to the Administrator's current area of responsibility, or areas in which the administrator has been assigned to acquire expertise by an appropriate member of the Administration.

B. LIMITATION OF REIMBURSEMENT.

1. Tuition reimbursement shall be at the Trenton State College rate in effect September, 1990 and shall be limited to twelve (12) credits per year.

C. MEMBERSHIP COSTS.

The Board shall pay membership costs in one national/one state or two state professional associations. Any others shall be paid with approval of Board of Education.

ARTICLE XVI

INSURANCE PROTECTION

A. FULL HEALTH-CARE COVERAGE.

As of the beginning of each school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator and in cases where appropriate for family-plan insurance coverage.

1. Carrier. The health insurance carrier shall be New Jersey State Health Plan for the basic hospitalization and medical-surgical coverage, and Prudential for the major-medical coverage.

2. Complete annual coverage. For each administrator who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

B. DESCRIPTION TO ADMINISTRATORS.

The Board shall provide to each Administrator a description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverages as listed above.

C. DENTAL AND PRESCRIPION COVERAGE.

The Board shall provide full family coverage for dental and prescription coverage as is presently provided. The Board shall pay the premium cost for this coverage at rates in effect during the life of this Agreement. The present cap shall be increased to the rates in effect on June 30, 1992.

D. ANNUAL PHYSICAL EXAMINATION.

The Board of Education shall reimburse administrators up to Three hundred dollars (\$300.00) per annum for that part of the cost of the annual physical examination which is not covered by the District's health insurance policy provided for above. The Superintendent of Schools shall be provided with copies of all reports and test results which the administrator receives as the result of such physical examination.

ARTICLE XVII

BOARD RIGHTS

A. The Board on its own behalf and on behalf of the Citizens of the Borough of Tinton Falls and Shrewsbury Township, County of Monmouth, and State of New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States.

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

C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under N.J.S.A. 18A or any other national, state, county, district or local laws or regulations as they pertain to education, except as specifically and expressly modified by this Agreement.

ARTICLE XIX

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

ARTICLE XX

DURATION OF AGREEMENT

A. DURATION PERIOD.

This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all of this day of , 1990.

TINTON FALLS ADMINISTRATION/
SUPERVISORY ASSOCIATION

TINTON FALLS BOARD OF EDUCATION

John M. Ladd
By: President

John P. W.
By: President

By: Secretary

Louis Jannicello
By: Secretary

SCHEDULE A

Salaries for members of the bargaining unit shall be increased as follows:

Effective July 1, 1990

Dr. Cohen	\$67,604
Mr. Leschuck	62,918
Mr. Kustala	60,300

Effective July 1, 1991

Dr. Cohen	\$72,604
Mr. Leschuck	68,648
Mr. Kustala	66,030
Mr. Hanlon	64,230

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. USE OF AUTOMOBILE.

Administrators required to use their automobiles for the performance of school district duties shall be compensated in accordance with Board policy.

B. PRINTING AND DISTRIBUTION.

The school district will, at its own expense, print sufficient copies of this Agreement for present and new administrators.

C. NOTICE.

Whenever notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by the Association, to Board at Tinton Falls Board of Education, 658 Tinton Avenue, Tinton Falls, New Jersey 07724.
2. If by the Board, to Association at the school address of the President.