

AGREEMENT

between the

South Brunswick Township

BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

and

SOUTH BRUNSWICK ADMINISTRATORS' ASSOCIATION

July 1, 1988 - June 30, 1990

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PREAMBLE

This agreement is entered into this 1st day of July, 1988, by and between the Board of Education of the Township of South Brunswick, New Jersey, hereinafter called the "Board" and the South Brunswick Administrators' Association, South Brunswick Township, New Jersey, hereinafter called the "Association".

ARTICLE I

RECOGNITION

Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the South Brunswick School Administrators Association as the exclusive and sole representative for the collective negotiation concerning terms and conditions of employment for all supervisory employees who are required to possess a supervisory certificate for their position and the Administrative Assistant/High School. Excluded from the unit are the Superintendent, Board Secretary/School Business Administrator, the Director of Curriculum and Instruction, the Director of Personnel, the Director of Buildings, Grounds and Maintenance, and Supervisors.

ARTICLE II

NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on the terms and conditions of administrators' employment. The President of the Board and/or his/her designee and the President of the Association shall determine the time, date, and place of the first negotiations meeting according to the regulations of PERC. Negotiations shall begin no later than one hundred twenty (120) days before the submission of the annual school budget to the public.

B. Negotiation Team Authority

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The representatives of both parties shall be empowered to make proposals, consider proposals and make counterproposals in the course of negotiations within the predetermined limits prescribed by the respective parties.

C. Exchange of Information

The Association shall have access to all available information concerning the financial resources of the District.

D. Agreements

As tentative agreements are reached, these shall be reduced to writing, dated and initialed by the spokesman for each group.

E. Modification

1. Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. Reopening of negotiations to consider any modification of this Agreement shall be made only by mutual consent of both parties. Any such modification shall be effective only when agreed to in writing and duly executed by both parties.

ARTICLE II

NEGOTIATION PROCEDURE

E. Impasse

In the event that the Board and the Association have failed to reach agreement on all topics of negotiations, after genuine and sincere efforts to negotiate, either the Board, the Association, or the jointly, may notify the Chairman of the Public Employment Relations Commission in writing that an impasse exists, and shall request the assignment of a mediator, and follow the procedures and regulations as outlined in P.L. 123.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by an administrator or a representative of an administrator that an allegation of a specific provision of this Contract has been violated or an improper application, interpretation or violation of Board policy, State statute or administrative decisions, except that the term grievance shall not apply to any matter as to which

- a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education, or
- b) the Board and/or Administrative officers are without authority to act, or
- c) a complaint of any employee represented by the Association in a nontenured position which arises solely by reason of his being not employed, re-employed, retained or continued in that position.

As used in this definition, the term Administrator shall also mean a group of Administrators having the same grievance.

B. Rights of the Aggrieved

Any individual employee represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with him at any step in the grievance procedure. Whenever he chooses to have other persons to appear with him, a representative of the Association will have the option of being present.

C. Procedure

1. An employee with a grievance shall first discuss it with his immediate supervisor within fifteen (15) work days from the date party becomes aware of grievance with the object of resolving the matter informally, or the grievance shall be barred.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall, within five (5) work days, set forth his complaint in writing to his immediate supervisor, which shall specify:

ARTICLE III

GRIEVANCE PROCEDURE

2.
 - a) the nature of the grievance
 - b) the nature and extent of injury, loss or inconvenience
 - c) the result of previous discussion
 - d) his/her dissatisfaction with the decision previously rendered
 - e) the remedy sought

The supervisor shall communicate his decision to the employee in writing five (5) work days of receipt of the written complaint.

3. The employee may appeal the supervisor's decision to the Superintendent of Schools within a period of ten (10) work days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days, the Superintendent shall communicate his decision in writing to the employee and the supervisor.
4. If the grievance is not resolved to the employee's satisfaction within ten (10) work days, he may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. In the event that the Board decides not to hold a hearing, the Board shall render a decision in writing fifteen (15) calendar days of receipt of the request. In the event that a hearing is held, said hearing shall be scheduled within thirty (30) calendar days from the receipt of the request and render a decision in writing within thirty (30) calendar days from the date when the hearing is complete.
5. If the grievance is still not resolved to the satisfaction of the aggrieved party, and if the grievance deals with the express, written terms of this Agreement, and the Grievance Committee of the Association feels the grievance has merit, the grievance may be submitted to binding arbitration by a written notice to the Board within ten (10) work days following receipt of the Board's decision.

ARTICLE III

GRIEVANCE PROCEDURE

6. Within ten (10) work days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request the American Arbitration Association to appoint an arbitrator. The arbitrator's decision shall be in writing and shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall issue his decision not later than thirty (30) calendar days from the close of the hearings. The decision of the arbitrator shall be final and binding.

ARTICLE IV

LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

- a) All full-time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.
- b) Bargaining unit members newly employed after the beginning of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.

B. Temporary Leaves of Absence

All full-time administrators shall be entitled to the following leaves of absence with pay during each school year:

1. Death in the Family

In the event of a death in the immediate family, an allowance up to three (3) days leave shall be granted. "Immediate family" shall be husband, wife, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law or any member of the administrator's immediate household. Two (2) additional days of leave may be granted upon approval of the Superintendent for unusual or extenuating circumstances.

2. Funerals

An allowance of one (1) day shall be granted to attend the funeral of other relatives or a close friend of the administrator.

3. Personal

- a) Absence of three (3) days per year may be granted to an administrator without reduction in pay for personal business which cannot be performed other than during hours of employment.

ARTICLE IV

LEAVES OF ABSENCE

3. Personal

- b) Any twelve-month employee newly employed between November 1st and the last day in February shall be entitled to two (2) personal days in the first year of employment.
- c) Any twelve-month employee newly employed between March 1st and June 30 shall be entitled to one (1) personal day in the first year of employment.
- d) Unused personal leave days for each year shall be converted to sick days and added to the administrator's accumulated sick leave at the end of each school year.

4. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or involving a South Brunswick student which the administrator is required or requested to attend shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be a witness in court. Those regular employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

ARTICLE V

SALARIES

A. Administrators' Salaries

Administrators shall be paid an annual salary in accordance with the amounts indicated in Appendix 1.

B. Evaluation

Each administrator shall be evaluated by the Superintendent or the administrator's immediate supervisor at least once during the contract year or the minimum number of times required by statute or regulation. The purpose of the evaluation shall be to provide a basis for improvement of performance and professional growth. A written report of the evaluation shall be presented to the person evaluated. Any person who fails to correct deficiencies noted in the report by the end of the contract year, may be denied all or any portion of the scheduled increase.

C. Salary of Newly Appointed Administrator

The initial salary of a newly appointed administrator shall be negotiated between the administrator and the Board.

ARTICLE VI

SABBATICAL LEAVE

All persons included in this proposal may be entitled to be granted a sabbatical leave for study or other reasons valuable to the school system subject to the following conditions.

A. Duration

A sabbatical leave shall be for one (1) full year at seventy-five (75%) percent of salary.

B. Eligibility

Personnel are eligible to be granted a sabbatical leave after they have completed seven (7) years service in the South Brunswick Township Schools.

C. Limitations

No more than one (1) administrator included in this Agreement shall be granted sabbatical leave during any school year. The Superintendent may determine that additional leaves would be of benefit to the school system.

D. Temporary Vacancies

When an administrator is granted a sabbatical leave, his position and all other administrative positions in the school system will be filled during such leave unless it is determined by the Superintendent and the Principal of the building concerned, or solely the Superintendent for Central Office positions, that it is inappropriate to fill the position during the person's absence. The Superintendent of Schools shall be responsible for the development of appropriate rules and regulations to implement this Article.

ARTICLE VII

VACATIONS

A. 1. Allocated Days

All personnel included in this Agreement shall be entitled to twenty-two (22) days vacation each year and all holidays which occur when school is closed.

A flexible work schedule shall be in effect during Christmas and Easter vacations. The above clause shall be interpreted to mean that during Winter and Spring vacation employees are required to be at work when so directed by the Superintendent. All vacations shall be arranged in accordance with the best interests of the school system.

2. Effective July 1, 1983, employees entitled to twenty-two (22) vacation days annually must take no less than seventeen vacation days during the year in which the vacation days are received. An employee shall be entitled to accumulate five (5) vacation days for a one (1) year period which will either have to be used during the next school year or be lost. For example, if an employee uses only seventeen (17) vacation days during the 1986/87 school year, he/she shall be entitled to twenty-seven (27) vacation days during the 1987/88 term. At most, he/she will be able to accumulate only five (5) vacation days into the 1988/89 term, thus limiting the number of days which can be accumulated in any given year to five (5) days. In no event can the days accumulated subsequent to June 30, 1983 be added to the accumulated vacation days earned prior thereto for which the employee shall be entitled to receive cash payment in accordance with paragraph B. below.
3. In the event that the Superintendent or the Board determine that an employee cannot utilize one (1) or more of his vacation days in any given year because it is not in the best interest of the School District, such employee shall be able to accumulate said number of vacation days during a subsequent year. Such determination must be in writing. In such event, the five (5) day limitation contained in paragraph A.2. above shall not apply.

B. Unused Vacation Days

1. An employee who resigns, or is the subject of a reduction in force, or is discharged, or retires, or who is transferred to a non-unit position shall receive cash payment for those unused vacation days accumulated under the terms of B.3. below.

ARTICLE VII

VACATIONS

B. Unused Vacation Days

2. An employee who dies shall have payment for his unused vacation days given to his estate.
3. An employee is entitled to receive cash payment for only those unused vacation days accumulated up to and including June 30, 1983. Any vacation time accumulated thereafter shall not be added to the accumulated vacation days earned prior to July 1, 1983, for purposes of cash payment in accordance with paragraph B.1. and 2. as stated above.
4. For the purposes of payment under B.1. and 2. above, the parties agree that the list of days attached as Appendix 3 reflects the agreed-upon number of accumulated vacation days as of June 30, 1983. It should be noted that while the payment of accumulated vacation leave may never exceed the days listed in Appendix 3, the totals may fall below that amount based upon the number of vacation days used in future years in excess of the amount credited on the first of July in any year.
5. For the purposes of payment under B.1., 2., 3. and 4. above, employees shall be paid for each eligible accumulated vacation day at the rate of 1/240th of the annual 1982-83 salary. 1982-83 salary rates are listed on Appendix 2.

- C. Any administrator who has completed fifteen (15) years of service in South Brunswick, upon retirement from the District will receive payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be for fifty percent (50%) of the eligible days at the rate of \$50.00 per day.

ARTICLE VIII

ADMINISTRATIVE VACANCIES

A. Notification

Notices of administrative vacancies, including salary range, shall be sent to each administrator not less than ten (10) work days prior to the final date of application. In the event that an administrator wishes to file for any vacancy which may occur during a leave of absence, said administrator shall notify the Superintendent of Schools of said interest and the type of position for which application would be made. The Superintendent of Schools shall make every effort to notify the person of an existing vacancy.

B. Application

Applicants for administrative positions within the district shall be given consideration for any position for which application is made, including an interview with the appropriate personnel. Unsuccessful applicants from within the district shall be notified in writing.

ARTICLE IX

PARTICIPATION PLAN

A. Participation

It shall be the right and responsibility of the administrative staff to participate in the development and/or revision of:

1. Board Policy,
2. administrative rules and regulations,
3. negotiated agreements when these affect the operation of a building, educational program or personnel practices,
4. use of facilities,

in accordance with rules and regulations to be adopted no later than June 30, 1979.

B. Definition of Participation

Participation shall mean taking part in a cooperative development of policies through sharing ideas, considerations, and concerns. Such participation could take place through appointed special committees or Administrative Council meetings.

C. Notification of Intention to Change Policy

The Board shall notify the Association of its intention to change policies and/or rules and regulations listed in the Board Policy Manual and other items listed in Part A, at least thirty (30) calendar days prior to action at a public Board meeting. Within ten (10) calendar days of notification, the Association shall notify the Board in writing whether or not it wishes to meet or consult with the Board on this matter. If a meeting is desired by either party, it shall be held at least ten (10) days prior to public action.

D. Procedure for Establishing Calendar

A committee of five, two members chosen by the South Brunswick School Administrators' Association and three members chosen by the South Brunswick Education Association, will recommend a school calendar for the coming school year. One person from the Central Office Administration shall meet with the committee as a non-voting consultant. The first meeting will be set by the Superintendent before March 1st. By the first Monday of April, the committee will report its recommendations to the Superintendent of Schools for approval. Any change in the recommendations will be discussed with the committee by the Superintendent before adoption by the Board of Education. The school calendar will be adopted no later than the first regular Board meeting in May.

ARTICLE IX

PARTICIPATION PLAN

E. Professional Development

The Board of Education shall provide annually an amount equal to \$700 per administrator for professional development programs selected by the individual staff members. This sum may be pooled by the administrators so that additional money would be available for individuals to more fully subsidize actual costs. Administration of the pool shall be the responsibility of the Association. Vouchers authorizing payment must be signed by the secretary of the association before processing of payment will begin. Approval to attend a professional development program must be received in advance from the Superintendent of Schools. Approval to attend shall not be unreasonably denied.

ARTICLE X

RIGHTS OF BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign and retain employees in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees,
 2. to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause (18A:29-9),
 3. to maintain the efficiency of the school district operations entrusted to them,
 4. to determine the means by which such operations are to be conducted and,
 5. to take whatever actions may be necessary to carry out the mission of the school district in situation of emergency.

The rights of the Board shall include, but not be limited to, the provisions set forth in this Article.

- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XI

INSURANCE

The Board of Education shall provide for employee insurance program as follows:

A. Blue Cross/Blue Shield - Rider J and Major Medical

This shall consist of the 14/20 series and will cover the employee's family where appropriate. This insurance to be provided through the New Jersey Health Benefit Program or its equivalent.

Insurance Waiver Plan-Effective 7-1-88, an employee with substantially similar husband/wife or family health insurance under Article 11, A, may voluntarily waive insurance. Any employee waiving insurance shall receive an incentive payment in the amount fifty percent (50%) of the premium cost of the appropriate Blue Cross/Blue Shield coverage. Procedures for the administration of the waiver plan shall be established by the Board of Education. The incentive plan shall terminate at the end of this contract (June 30, 1990). The plan may be continued beyond this date only if mutually agreed to by both parties. Employees are under no obligation to waive benefits.

B. Dental Insurance

1. Effective July 1, 1988, the Board shall contribute a maximum of \$350.00 each year, where applicable, for a family dental plan. This amount is over and above the cost of the single dental plan.
2. If the cost of family dental over and above a single plan exceeds the foregoing limits, the employee shall bear the additional cost.

C. Blue Cross/Blue Shield Pharmacy Plan

The employee's family will be covered where appropriate.

- D. 1. Effective July 1, 1986, an employee retiring from the District shall be eligible to purchase existing prescription and/or the dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.
 2. a) The employee must elect to exercise such an option immediately upon retirement.
 - b) An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1.

ARTICLE XI

INSURANCE

- D. 3. Failure to elect such coverage initially under 2.a. above shall constitute a complete waiver of the applicable insurance for the remainder of the five (5) year period. Subsequent cessation of coverage under 2.b. above constitutes a waiver of the applicable insurance for the remainder of the five (5) year period.
4. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance(s) prior to July 1 each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five (5) year period.
- E. If, during the term of this Agreement, any other unit negotiates a health insurance over and above those listed above, the Board shall permit unit employees to buy-in to such benefits using procedures promulgated by the Board.
- F. Extended Disability: Health or Hardship Leave
1. Total Disability
- "Total Disability" shall mean one which,
- a) results from bodily injuries or disease, and
- b) wholly prevents the employee from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c) The employee must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.
2. Eligibility
- a) Extended total disability benefits shall be payable to all full-time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.

ARTICLE XI

INSURANCE

2. Eligibility

- b) Benefits shall not be available to any employee who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c) Benefits shall also not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d) Benefits to an employee whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided that the employee is totally disabled at that time.
- e) A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a) An employee becomes eligible for payment under this section:
 - (1) only after using one hundred (100%) percent of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
 - (2) after a ninety (90) day waiting period which includes all days used in (1) above.
- b) The amount of the monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the employee is required to perform service, as provided in the annual contract.

ARTICLE XI

INSURANCE

F. Extended Disability: Health or Hardship Leave

3. Benefits

- b) (2) Ten month employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
- (3) Payments shall be made at the rate of sixty-seven (67%) of employee salary subject to the limitations of e. below, at the time disability began except that there shall be a three thousand (\$3,000) dollar monthly limit on payments under this section.
- c) The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month.
- d. In no case shall benefits be payable concurrently with payments received by an employee for retirement under the Social Security Program or any State employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of any Workers Compensation payments and by disability payments under Social Security. The employee shall be required to apply for such payments, if potentially eligible. Failure to qualify for either Workers Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision.
- f. Once disability eligibility begins under this Article and if an employee is eligible for Social Security disability payments, his or her payments under this section shall not be further reduced by any cost-of-living increases under the Social Security Act.

ARTICLE XII

LEGALITY OF AGREEMENT

This Agreement shall be binding upon the Board and the Association to the extent permitted under the laws of the State of New Jersey and the United States.

APPENDIX 1 - SALARY 1988-1990

SOUTH BRUNSWICK SCHOOL ADMINISTRATORS
SALARY GUIDE 1988 - 1990

NAME	98/89		89/90	
	SALARY		SALARY	
	<u>07/01/88</u>	<u>01/01/89</u>	<u>07/01/89</u>	<u>01/01/90</u>
BERNSTEIN	62926		67064	
BIDDLE	54025	+ 1000	58906	+ 1000
CRAIG	61290		65371	
GAVIN	62192		67304	
GRANT	45882	+ 1000	50478	+ 1000
KAHLER	63519		67676	
KAYE	67385		72672	
LEVY	60250		64296	
NADLER	67978		72285	
PAZINKO	59953		63989	
PETRILLO	55494	+ 1000	60414	+ 1000
VALENTI	54706	+ 1000	59599	+ 1000
ZIMMERMAN	57432		61383	
	-----	-----	-----	-----
	773042	+ 4000	831437	4000

APPENDIX 2

VACATION DAYS
1988-1989

As of July 1, 1988 vacation information is as follows:

<u>Name</u>	<u>Vacation Days</u>	<u>Bank Days</u>
Bernstein, Martin.....	27	57
Biddle, Anthony.....	27	10
Craib, Stephanie.....	27	45
Gavin, Robert.....	27	56
Grant, Gwendolyn.....	22	
Kahler, Edward.....	27	2
Kaye, Richard.....	27	73
Levy, Nathan.....	27	39
Nadler, Frederick.....	27	65
Pazinko, Nicholas.....	25.5	73
Petrillo, Frank.....	27	63.5
Zimmerman, Judy.....	27	

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate over a successor agreement as provided in the Negotiations Procedure of Article V, with the understanding that the dates mentioned there refer to the year immediately preceding the expiration of this Contract. It is understood that such successor rights depend upon the continued certification of the Association as the exclusive bargaining agent for the South Brunswick School District unit set forth in Article I, such continued certification being subject to the procedures established by the Public Employment Relations Commission of the State of New Jersey. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

SOUTH BRUNSWICK BOARD OF
EDUCATION

Jeanne Rodman
President

Frank Brennan
Secretary

1/30/89
Date

SOUTH BRUNSWICK ADMINISTRATORS
ASSOCIATION

Pat Gan
President

Joseph Holch
Secretary

November 7, 1988
Date