

**HOLMDEL TOWNSHIP PUBLIC SCHOOLS
Holmdel, New Jersey**

AGREEMENT BETWEEN

THE HOLMDEL TOWNSHIP BOARD OF EDUCATION

and

THE HOLMDEL CHILD STUDY ASSOCIATION

July 1, 2009

to

June 30, 2012

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ARTICLE I

RECOGNITION

- A. In accordance with Chapter 123, Public Laws of 1974, the Holmdel Township Board of Education, hereinafter known as the "Board," recognizes the Holmdel Child Study Association, hereinafter known as the "HCSA," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for appropriately certified child study team personnel employed by the Board in the following job classifications:

Psychologists, Social Workers, Learning Disabilities Teacher-Consultants

- B. Specifically excluded from this bargaining unit are:

Principals
Supervisors
Secretaries
Aides
All other employees of the Board

- C. Unless otherwise indicated, the term "employee" shall refer to all members of the bargaining unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA Title 34; and seq., and the New Jersey Administrative Code 19:12-2.1. The parties shall meet to commence negotiations no later than March 1 preceding the June 30 expiration date of this agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. No proposal or counterproposal made, or agreement reached by the negotiating representatives, shall be binding on the parties until it has been put in writing, signed by the President of the HCSA and signed on behalf of the Board in accordance with a resolution passed by the Board authorizing its execution.
- C. This agreement shall not be modified in whole or in part except upon written agreement duly executed by representatives of the parties and ratified by the Board and the HCSA.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is an allegation by an employee that there has been a violation, misinterpretation or misapplication of policies, administrative decisions or this Agreement affecting terms and conditions of employment.
2. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. Any rule or regulation of the State Department of Education having the force and effect of law.
 - b. Any rule or regulation of the State Commissioner of Education having the force and effect of law.
 - c. Any matter which according to law is beyond the scope of Board authority.
 - d. Any matter which according to law is exclusively within the discretion of the Board.
 - e. Non-renewals.
 - f. Mid-contract terminations.
3. An “aggrieved person” is the person or persons making the allegation.

B. General

1. A “grievance” to be considered under this procedure shall be presented in writing at Level Two by the Grievant and his/her representative no later than fifteen (15) calendar days following the event giving rise to the grievance. The number of days indicated at each level shall be a maximum. Every attempt is to be made to resolve the grievance as quickly as possible. Time limits may be extended by mutual agreement in writing.
2. A Grievant may present and process his/her grievance personally or through an appropriate representative. The Grievant shall have the right to have a representative appear with him/her commencing with Level Two and all subsequent levels.
3. Should the grievance result from action taken by the Superintendent or the Board, a grievant may present the grievance initially at Level Three of the Grievance Procedure, within fifteen (15) days following the event giving rise to the grievance.

C. Procedure

1. Level One:

Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

2. Level Two:

If, as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the Grievant within five (5) school days, the Grievant shall set forth his/her complaint in writing to the immediate supervisor stating:

- a. The nature of the grievance.
- b. The nature and extent of the loss, injury or inconvenience.
- c. The results of previous discussions.
- d. His/her dissatisfaction with decisions previously rendered.

The immediate supervisor shall communicate his/her decision to the Grievant in writing within five (5) school days of receipt of the written complaint.

3. Level Three:

The Grievant may appeal the immediate supervisor's decision to the Superintendent of Schools within five (5) school days of the receipt of that decision. The appeal to the Superintendent must be made in writing, following the outline used in Level Two. Within five (5) school days following receipt of the written appeal by the Superintendent, he/she shall have a conference with the Grievant and his/her representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, and within a period not to exceed ten (10) school days following the day of his/her conference with the Grievant he/she shall communicate to the Grievant his/her decision in writing.

4. Level Four:

If the grievance is not resolved to the Grievant's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within five (5) school days following the receipt of his/her decision by the Grievant. The Superintendent shall forward the request along with all related papers to the Board of Education. The Board, or a duly appointed committee thereof, shall review the grievance and, at its option, shall hold a hearing with the Grievant and his/her representative, if any, within thirty (30) calendar days of receipt of the request. The Board may make a verbatim stenographic record of the hearing. The Board shall render a decision in writing

setting forth its reasons to the Grievant within forty-five (45) calendar days of receipt of the written appeal.

5. Level Five:

- a. If the Grievant is not satisfied with the disposition of his/her grievance at Level Four and his/her grievance deals with a violation, misinterpretation, or inequitable application of any of the express written terms of the locally negotiated agreement, the Grievant may request of the Board that his/her grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
- b. Within ten (10) school days after such request for arbitration, the Board and the Grievant and/or his/her representative shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.
- c. The arbitrator shall confer with the representatives of the Board and of the Grievant and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Grievant and shall be binding on both parties. Said binding arbitration shall only apply in cases where a grievance deals with a violation, misinterpretation or inequitable application of any of the express written terms of the locally negotiated agreement.
- d. The cost for the services of the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Grievant. Any other expenses incurred shall be paid by the party incurring same.
- e. If time is lost by any employee due to arbitration proceedings, necessitating the retention of a substitute, the employee shall not suffer loss of pay or be penalized in any way. A maximum number of four (4) employees may participate in an arbitration proceeding without suffering loss of pay, said four (4) employees to include the Association President, and up to two (2) witnesses for the Grievant, provided said witnesses actively participated in Levels 4 or 5 of the Grievance Procedure.
- f. In the event one party to an arbitration cancels a hearing twice with the second cancellation occurring within two weeks of the scheduled hearing date, that party shall be responsible for the total cost of the arbitration hearing including the arbitration fee and any filing costs.

D. Miscellaneous

1. Failure at any step of the procedure to communicate the decision on a grievance to the Grievant within the specified time limits shall permit the Grievant to move the grievance to the next step in the procedure. Failure by a grievant at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. Forms for filing grievances, taking appeals, making reports and recommendations and other related documents shall be prepared jointly by the Superintendent and HCSA and be given appropriate distribution to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public unless approved by all parties.
4. All documents, communications and records dealing with the grievance process shall be filed separately and not kept in the personnel file of any of the participants.
5. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE IV

EMPLOYMENT

- A. Initial salaries shall be determined through negotiations between the Board and the new employee, but shall not be less than the minimum nor greater than the maximum set forth in this Agreement.
- B. Any individual employment contract executed between the Board and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- C. All non-tenured employees shall be notified of their contract status for the ensuing year not later than May 15th.
- D. All employees who are required to use their own vehicle for transportation in the performance of their duties shall be reimbursed for such travel at the State OMB rate in effect on July 1st of each school year.
- E. An employee may authorize the Board Secretary to make deductions for the purpose of savings as prescribed by law, and approved by the Board. This may include deductions for the purpose of tax sheltered annuities.
- F. Child Study Team personnel will be assigned to no more than two district schools in the course of any school year. In case of an emergency situation, a team member may voluntarily accept assignment in more than two schools provided such assignment does not exceed twenty school days.
- G. No member of the HCSA shall serve on more than one Intervention and Referral Services Committee (I&RS) or 504 Committee as a regular member during the school year.
- H. There shall be no reduction in the Child Study Team personnel without prior consultation between the Superintendent and the HCSA.
- I. Child Study Team members will not be assigned duty periods (i.e., lunch coverage, recess coverage, bus duty, hallway duty, bathroom monitoring, and homeroom duty) and/or instructional periods, except in emergency situations.

ARTICLE V

PROFESSIONAL WORK TIME REQUIREMENTS

- A. The work year for Child Study Team members will follow the school calendar adopted by the Board of Education.
- B. The length of the regular workday for all employees in the bargaining unit shall be 6 hours and 45 minutes. A duty free lunch period shall be provided during the regular workday equal to the length of a lunch period in the assigned building for certificated staff. As professional employees, HCSA members shall devote whatever additional time beyond the regular work day that is necessary to fulfill their responsibilities.
- C. The WR Satz School and Holmdel High School Teams shall work up to three (3) days, excluding professional days, prior to the beginning of the school year for teachers. Team members shall use these days to handle scheduling issues before students report to school. Team members shall receive an equal number of compensatory days as the number of days worked which shall be used during the same school year. Requests to schedule compensatory days must be approved by the Director of Special Services.

ARTICLE VI

ASSOCIATION RIGHTS

- A. Whenever an employee who represents the HCSA is scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- B. Representatives of the HCSA shall, with the approval of the Superintendent or designee, be permitted to transact official HCSA business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The HCSA and its representative shall have the right to use school buildings for meetings with the approval of the Board Secretary in accordance with established Board policy and conditions for the use of school buildings after school hours, provided however that the Board Secretary shall have the right to waive the advance notice requirement.
- D. The bargaining and related rights of the HCSA and its representatives as set forth in this Agreement shall be granted only to the HCSA as the exclusive representative of the employees. Both parties shall be entitled to rely on this exclusive representation.
- E. The HCSA may request release time for meetings when it relates to or promotes the general welfare of the educational system. The final decision rests with the Superintendent.
- F. The Board shall make available to the HCSA for inspection all pertinent records, data and information of the Holmdel School District which are a matter of public record. The request must be received in writing and the information provided to the HCSA within five (5) working days upon receipt of said request.

ARTICLE VII

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the Electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, and 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 by the specific and express terms of this Agreement, in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE VIII

INSURANCE PROTECTION

A. All eligible bargaining unit members shall receive health care insurance protection at the Board expense, subject to the following criteria:

1. Health Benefits – New Jersey School Health Benefits Program, currently administered by Horizon Blue Cross/Blue Shield of New Jersey

All employees that have dependent coverage shall contribute to the cost of their plan, pursuant to the statute for New Jersey School Employees Health Benefits. Employees that have dependent health coverage shall contribute to the cost of their plan in the amount of \$425.00 per year.

2. Dental Care, no deductible, UCR payment plan: 80% reimbursement for prevention and diagnostic services, treatment and therapy services, periodontics, and oral surgery; 50% reimbursement for inlays and crowns, prosthodontics and orthodontics. Maximum reimbursement for orthodontics – \$2,000; family periodontal care -- \$2,000.
3. Prescription coverage shall be under the major medical portion of the health insurance plan provided by the Board, subject to all co-pays and deductibles.
4. Vision Care will be provided by VSP, Modified Plan A.
5. (a) No benefits level will be changed unilaterally by the carrier or employer except where federal or state government mandates the change.

(b) Should the board elect to transfer out of the New Jersey School Employees Health Benefits Program or the New Jersey School Employees Health Benefits Program Discount Prescription Plan with the life of this contract agreement, the benefits levels will be equal to or better than the levels in effect in the New Jersey School Employees Health Benefits Program at that time.

B. Any employee who is on unpaid medical leave shall have his/her medical benefits covered by the Board of Education for a maximum of 24 months.

C. All employees retiring with full pension benefits shall be entitled to remain in group for all insurance benefits outlined in this Article, premiums to be paid by the retiree to the Board of Education for remission to the carrier. The Board may cancel membership unilaterally should retiree fail to pay any premium in advance by a date designated by the Board. Should this benefit impact negatively on the group premium rate paid by the Board of Education, this benefit shall not automatically be renewed and shall be renegotiated in the subsequent contract year.

- D. Employees who voluntarily waive medical insurance, as provided under this agreement, shall receive a stipend of \$5,000.00 or 25% of premium payment to employee, whichever is less, beginning July 1, 2010. Waivers must be effective for one (1) full year, but employees have the option to reconsider enrollment each year.

ARTICLE IX

LEAVES OF ABSENCE

- A. All employees shall be entitled to the following temporary non-accumulative leaves of absence with or without pay each school year. Those employees who begin employment after September 1 shall have such benefits prorated.
1. In case of illness of parents, brother, sister, husband, wife, daughter, son and/or other relative living in the employee's household, an employee shall be entitled to not more than three (3) days leave during a school year without loss of pay.
 2. A maximum of three (3) days leave, without loss of pay, will be allowed for personal business. Employees will give as much advance notice of his/her future use of personal days as practicable.
 - a. Personal business means an activity that requires the employee's presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.
 - b. Personal business days shall not be taken on the day preceding or the day following holidays or vacation, or during the first and last weeks of the school year, except in emergencies or if approved by the Superintendent.
 - c. Vacation is not a permitted use of personal business leave.
 3. The combined maximum allowable number of days under Sections A.1. and A.2. of this article shall be four (4) days. Days not used will be added to accumulated sick leave.
 4. For death in the immediate family, up to five (5) days absence without loss of pay will be granted. "Immediate family" will include only a parent, domestic partner, grandparent, child, grandchild, sibling, spouse, parent-in-law and any other relative living with the employee as a permanent member of the family. This leave may be extended by use of personal leave provided for in Section A.2. above. Leave must be taken within 30 days of the date of death.
- B. Personal illness is defined as absence from his/her duty because of personal disability due to illness or injury, or because he/she has been excluded from school by the school medical authority on account of a contagious disease or being quarantined for such disease by a physician.
1. All full-time, ten-month employees will be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 2. The utilization of sick leave associated with pregnancy will be governed by the following requirements:

- a. Medical certification attesting to the pregnancy and the anticipated date of birth will be provided as soon as determined.
 - b. Sick leave with pay may be taken up to a total of eight (8) weeks, after meeting the stipulation in (a), with a maximum of four (4) weeks before the anticipated birth or after the actual birth, without providing any additional certification.
 - c. All other sick leave with pay associated with pregnancy, except that specified in (b), will require written medical confirmation of the staff member's inability to perform her assigned duties because of illness and/or physical disability.
 - d. Use of sick leave benefits as provided in part (b) or (c) above may, at the employee's option, be preceded and/or followed by unpaid maternity leave, and the total days used including sick leave and unpaid maternity leave shall be a maximum of one work year.
5. The Board may require, as set forth by law, an examination of an independent physician, at the expense of the Board, during or after leaves of absence for illness.
 6. All employees upon termination of employment either by retirement or vesting credited time under terms of the appropriate New Jersey retirement fund, will be reimbursed for unused sick leave at the rate of \$63.00 per day. The sick leave reimbursement upon retirement shall be capped at \$15,000.00 per employee.
 7. The Board of Education, after consultation with the HCSA, reserves the right to institute a productivity bonus related to the use of sick leave.
 - a. Said policy shall apply equally to all employees covered by this Agreement.
 - b. Application of said policy shall not affect any benefits accruing as a result of any Article of this Agreement.

Any employee with perfect attendance shall be entitled to \$750.00 payable on June 30. Perfect attendance shall not include compensation days or bereavement days.

8. All benefits in the Agreement to which an employee was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her return. The Board has the exclusive right to determine the employee's assignment consistent with the certificates held by said employee. However, the Board will consider the request of the affected employee to be assigned to a particular position upon the employee's return from an approved leave.

D. Other leaves of absence with or without pay may be granted by the Board for good reason.

1. Any employee covered by this Agreement may make application to the Board of Education for an extended leave of absence without pay. Leaves may be granted for such purposes as but not limited to maternity, extended illness, Peace Corps, VISTA, National Teacher Fulbright Scholarship Participant, and the like. Employees requesting such leaves shall submit their request at least ninety (90) days prior to the end of the school year immediately preceding the year in which the leave is to be taken.

2. All use of State/Federal or contractual family leave shall run concurrently.

ARTICLE X

PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement

1. Upon the advanced approval of courses by the Superintendent, a payment of up to the maximum allowance of fifteen (15) credits, shall be made in each year, but only if the employee has successfully completed such approved courses with a grade of “B” or better (or a “pass” in a “pass/fail” course) and if the employee is a member of the staff at the time. Registration and other required fees may be included for reimbursement provided the per credit maximum is not exceeded. All courses must be taken from an accredited institution to be eligible for reimbursement.
2. Upon request, special consideration will be given to employees who take courses in other than the assigned area. Such courses, fully described as per college catalogue (graduate courses, cost per credit, number of credits, etc.) shall be presented on the prescribed form, to the Superintendent of Schools for initial approval at least two weeks before the course is taken. Final approval or disapproval will be made by the Superintendent. Reimbursement shall be for tuition only.
3. Employees receiving reimbursement under this article agree to continue in the employment of the Holmdel Board of Education for not less than twelve (12) months after taking receipt of such reimbursement. Any employee who voluntarily resigns or retires prior to the completion of this twelve (12) month period will repay 100% of said reimbursement to the district by personal check or by payroll deduction prior to leaving the employ of the Board.

B. Each employee, with the approval of the Superintendent, may attend one (1) or more professional conferences or meetings per year without a reduction in pay. The district will fund at least one professional conference, if fiscally possible. Reasonable expenses, as determined by the Superintendent, will be paid by the school district in accordance with district guidelines.

C. A sabbatical leave may be granted for the purpose of professional development as evident by plans for study which plans are approved by the Board of Education.

1. Upon the recommendation of the Superintendent, and at the discretion of the Board, sabbatical leaves may be granted to employees for a period of either one half (1/2) work year at full salary or one (1) full year at half salary.
 - a. Application must be made on or before April 30 prior to the school year when the sabbatical would be taken.
 - b. The employee must be notified not later than June 30 prior to the school year when the sabbatical would be taken.

2. To be eligible for a sabbatical leave, an employee shall have completed at least seven (7) consecutive full school years of service in the Holmdel School System.
 3. It is the express condition of any granting of a sabbatical leave that the employee on leave shall agree to return to the employment of this school district for at least two (2) full years immediately following the sabbatical leave. In the event that the employee voluntarily terminates his/her employment to accept other employment prior to the expiration of said two-year period, the Board may, at its option, require reimbursement of the full salary paid to the staff member during the sabbatical leave.
 4. The employee on sabbatical may be required to file periodic reports with the Superintendent of Schools.
 5. After returning from a sabbatical leave, the salary will be equal to the level the employee would have received had he/she continued in his/her position, and the employee will have benefits restored as stated in Article VIII of this Agreement and including unused accumulated sick leave and credits toward sabbatical eligibility.
 6. While on leave, an employee may continue insurance benefits at his/her own expense according to a payment schedule set by the Board Secretary/School Business Administrator.
 7. The Board and the Association agree to reopen negotiations, upon the request of either party, to address the new continuing education requirements mandated by the NJ State Department of Education.
- D. A one-time \$2,000.00 increase to base salary shall be paid upon the achievement of a doctorate degree. If the degree is obtained on or before January 31st, the increase shall be prorated for the remainder of the school year. If achieved after January 31st, the payment shall begin September 1st of the following school year.

ARTICLE XI

EVALUATION OF PERFORMANCE

Employees shall be evaluated in accordance with the requirements of Title 18A and N.J.A.C. and the evaluation policy of the Holmdel Township Board of Education.

A. Purpose

1. To provide an opportunity for administrators and Child Study Team staff to discuss objectively the contributions of a staff member to the district program. It is anticipated that from such analysis each staff member may become a better staff member by knowing his/her strengths and weaknesses.
2. To provide an opportunity for the administration to plan a better program of supervisory service and staff development.
3. To provide an objective measure by which administrators may make recommendations concerning employment and other recommendations to the Board.

B. Guidelines

1. Evaluation of unit members shall be continuous and on-going during the school year and shall include such timely observations, meetings, conferences, visitations and other procedures as may be deemed necessary and proper to gain and communicate the relevant information.
2. The term "written evaluation" shall mean a written report prepared by the administrative/supervisory staff member or members responsible for the supervision of that staff member.
3. Each written evaluation may be followed at the request of either party within a reasonable period of time, but in no instance less than 24 hours or more than 15 school days, by a conference between the administrative/supervisory staff member and the staff member. Both parties to such conference will sign the written evaluation report and retain a copy for his/her records. The staff member shall have the right to submit his/her written disclaimer within ten (10) school days following a conference and such disclaimer shall be a part of all copies of the evaluation.
4. Each staff member shall have been scheduled for his/her end-of-year conference and have received said written summary evaluation of his/her performance by May 15th.

C. Procedure

1. A copy of the form and a copy of the negotiated agreement regarding evaluation of performance shall be given to each Child Study Team member at the beginning of his/her employment at which time the purpose of evaluation shall be discussed with and explained by a member of the administrative/supervisory staff.
2. Evaluations shall be arranged according to the following schedule:
 - a. Tenured Employees – one (1) time per year by April 1
 - b. Non-tenured Employees – three (3) times per year by November 1, January 1, and April 1, respectively
 - c. All numbers stated above shall be minimums
 - d. The Board and Superintendent shall notify employees of their contract status for the ensuing year not later than the date set forth in N.J.S.A. 18A:27-10.

ARTICLE XII

SALARIES

1. Salaries shall be increased by 3.5% over the 2008-2009 salary levels, across the board, for the 2009-2010 school year, retroactive to September 1, 2009. Retroactive payments shall be made no later than June 30, 2010.

Salaries shall be frozen for the 2010-2011 school year, and salaries shall be increased by 2.0%, across the board, for the 2011-2012 school year, over the 2009-2010 year levels.

The longevity differential will be paid as follows: 20-24 years of service - \$500; 25-29 years - \$1,000; and 30 or more years of service in Holmdel - \$1,500.

2. The district shall provide for electronic direct deposit of payroll checks on a voluntary basis in accordance with the rules of the financial institutions of the employees' choice.
3. No advanced payroll checks will be issued for any reason.
4. Remittances to Mon-Oc Federal Credit Union will be made semi-monthly.
5. Summer Work:

Effective July 1, 2010, members of the HCSA shall be paid the following for summer work:

Evaluation and Report: \$450 (rate to remain unchanged for the entire contract term)
Comprehensive Evaluation Planning Meeting @ \$80.00 per hour; not to exceed \$80.00
Eligibility Meeting @ \$80.00 per hour; not to exceed \$80.00

The case manager is responsible for arranging meetings, attending IEP meetings and preparing the IEP. Not to exceed 3 hours.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties, and neither party shall be required, during the term of this Agreement, to negotiate regarding any issue, whether or not referenced in this Agreement, and whether or not within the contemplation of the parties at the time of the execution of this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed; the expense to be borne equally by the Association and the Board. The Board shall distribute a copy of this Agreement to each bargaining unit member currently employed or newly employed in the future.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement will be effective upon ratification by both parties, and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their seals to be affixed thereto.

THE HOLMDEL TOWNSHIP BOARD OF EDUCATION

By: _____ President

Date: _____

By: _____ Secretary

Date: _____

THE HOLMDEL CHILD STUDY ASSOCIATION

By: _____ President

Date: _____

By: _____ Secretary

Date: _____