

2006-2007
NEGOTIATED AGREEMENT
between
THE CHESTERFIELD TOWNSHIP
BOARD OF EDUCATION
and
THE CHESTERFIELD TOWNSHIP
EDUCATION ASSOCIATION

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2006-2007
NEGOTIATED AGREEMENT
between
THE CHESTERFIELD TOWNSHIP BOARD OF EDUCATION
and
THE CHESTERFIELD TOWNSHIP EDUCATION ASSOCIATION

PREAMBLE

This agreement was entered into by the Chesterfield Township Board of Education (herein referred to as the "Board") and the Chesterfield Township Education Association (herein referred to as the "Association") for the period beginning on July 1, 2006, and ending on June 30, 2007.

WITNESSED WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

I RECOGNITION

The Chesterfield Township Board of Education hereby recognizes the Chesterfield Township Education Association as the exclusive and sole representative for collective professional negotiations concerning grievances and terms and conditions of employment for all Professional Staff Members, full-time Secretaries and Custodians and Paraprofessionals. The bargaining unit shall exclude the following positions: Superintendent, Administrative Secretary to the Superintendent, Supervisor of Instruction/LDTC, Business Administrator/Board Secretary, Administrative Secretary to the BA/BS, Board Clerk, Head Custodian, Aides, Cafeteria Staff, Per Diem Employees, and Nonprofessional Employees not otherwise included in the bargaining unit.

Unless otherwise indicated, the term "Professional Staff Member", when used hereinafter in this Agreement shall refer to all certified (N.J. Standard Teaching Certificate) employees represented by the Association.

The term "School Secretary" as used in this agreement shall refer to the Secretary or Secretaries, who are members of this Association, who provide secretarial services for the school and who do not handle material of a confidential nature. The term "Custodian" as used in this agreement shall refer to the Custodian(s), who are members of this Association, who provide daily custodial services. The term "Paraprofessional" as used in this agreement shall refer to the Paraprofessionals, who are members of this Association, who provide daily services to meet IEP requirements, instructional staff members' requests and administratively directed tasks.

II CONTRACT PARAMETERS (Effective 2006-2007)

Any contract between the Board and a Professional Staff Member, School Secretary and Custodian, and Paraprofessional heretofore or hereafter

executed, shall be subject to and consistent with, the terms and conditions of this agreement.

III AGENCY SHOP - REPRESENTATION FEE

A. Purpose of Fee

If an employee included under the provisions of Article 1, does not become a member of the Association during any membership year, which is covered in whole or in part by the Agreement, said employee would be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as exclusive and sole representative.

B. Amount of Fee

1. Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, fees and assessments charged by the Association to their own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as exclusive and sole representative, the representation fee should be equal in amount to the regular membership dues, fees and assessments charged by the Association to their own members. The representation fee has been set at the maximum allowed by law.

3. Demand and Return System - The Association shall have a Demand and Return system in place which provides a procedure for non-members to challenge the amount of the fee.

C. Deduction and Transmission of Fee

1. Notification - At the beginning of each membership year covered in whole or in part by this Agreement, the Association in conjunction with the Board Secretary will establish a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will submit the amount so deducted to the Association.

2. Payroll Deduction Schedule - The schedule for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of the membership dues to the Association.

3. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or

in the amount of representation fee.

4. New Employees - On or about the last day of each month beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

5. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this Article.

IV NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1975, in good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin 120 days prior to the budget election date or later/sooner if the parties agree - typically December. When the agreement is reached on the terms and conditions of employment as described above, it shall be embodied in writing and signed by the Board of Education and the C.T.E.A.

B. During negotiations the Board and the Association may present relevant data, exchange points of view, and make proposals and counter proposals.

C. The negotiating representatives of either party shall be elected, or designated solely by the party they represent.

D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the Professional Staff Members, School Secretaries, Custodians and Paraprofessionals represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the Board of Education while in session at a legally constituted meeting. Both parties agree that during the period of negotiations the only information or publicity accorded the negotiations will consist of a joint statement, or in the event the parties are unable to agree upon the wording of the statement, a joint statement shall be made stating that, "no progress has been made". This does not exclude necessary confirmation and advisement within the parent groups.

E. It is further agreed that neither party will add any consultant to their negotiating team or bring to the meetings the consultant without giving the other part one (1) week prior written notice. This notice shall include name, position and reason for the consultant.

F. Both parties agree to meet after September 30th but not later than December 1st of the last year this agreement is in force for the purpose of reviewing and/or revising this agreement. All new or revised items shall be submitted at this time. Only items submitted at this time will be eligible for negotiations, unless new items are agreed to by both parties. Both parties agree to meet no later than December 1st of the last year this agreement is in force for the purpose of reviewing and/or revising the salary guide, unless both parties agree to a later date.

G. Both the Board and the Association agree that neither the Association nor any of their members will authorize, instigate, aid, condone, or engage in a work stoppage, slow down, sanction, or strike for any reason during the term of this agreement; and the Board will not engage in a lock-out during the term of this agreement.

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

V GRIEVANCE PROCEDURE

A. The purpose of the grievance procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract and the agreement.

B. A grievance is a claim by a Professional Staff Member, School Secretary, Custodian, Paraprofessional or the Association based upon the interpretation, application, or alleged violation of this Agreement, Board policies and administrative decisions affecting the terms and conditions of employment of a Professional Staff Member, School Secretary, Custodian, Paraprofessional or a group of Professional Staff Members, School Secretaries, Custodians or Paraprofessionals.

C. The term "representative" shall include an organization, agency or person authorized or designated by the Association, or by the Board, to act on their behalf, and to represent them.

D. The term "Professional Relations Committee" shall mean a committee consisting of two (2) Board members and two (2) Association members and the Superintendent or designee who shall moderate the Professional Relations Committee meetings but shall have no vote on matters brought before the Professional Relations Committee. The Professional Relations Committee meeting shall take place at a time when representatives of the Association are free of instructional responsibilities unless otherwise mutually agreed by both parties.

E. In the event that the grievance concerns a member of the Professional Relations Committee, he/she (or they) will be required to step down and then shall be replaced by either another Board member, another Association member, or an unbiased moderator as the case may deem necessary.

- F. The Party making the grievance can be:
1. A Professional Staff Member
 2. A School Secretary
 3. A Custodian
 4. A Paraprofessional
 5. The Board
 6. The Association

These parties may be required to take action for or against said grievance in order to solve the claim.

G. The parties as defined above, shall institute action under the provisions hereof within ten (10) school days, except during school recess where it shall be 14 calendar days of the occurrence. Failure to act within the designated period shall be deemed to constitute abandonment of the grievance.

H. The party processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

I. In the presentation of a grievance, the aggrieved Professional Staff Member, School Secretary, Custodian or Paraprofessional shall have the right to present his/her own appeal or to designate a representative to appear with him/her in his/her appeal. When an aggrieved Professional Staff Member, School Secretary, Custodian or Paraprofessional is not represented by the Association, the Association shall have the right to be present and to state their views at all stages of the grievance procedure.

J. The Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure. All hearings and meetings concerning a grievance shall not be open to the public, and all information concerning a grievance shall be termed "confidential" to all persons not directly involved in the grievance procedure. Since it is important that the grievance be processed as rapidly as possible, the number of days specified at each level is considered maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

Level One

A party shall first discuss his/her grievance orally with his/her immediate Supervisor. A decision shall be rendered within seven (7) calendar days of said discussion.

Level Two

If the grievance is not resolved to the party's satisfaction within ten (10) school days, except during school recess where it shall be 14 calendar days from the determination referred to at Level One, the party shall submit his/her grievance to the Superintendent in writing specifying:

- a. The nature of the grievance
- b. The results of the previous discussion
- c. The basis of his dissatisfaction with the determination.
- d. The remedy/relief being sought

The Superintendent shall give his decision in writing within seven (7) calendar days of receipt of the written grievance with reasons stated.

Level Three

If the grievance is not resolved to the party's satisfaction within ten (10) school days, except during school recess where it shall be 14 calendar days from the determination referred to at Level Two, the party shall refer the grievance in writing to the Chairman of the Professional Relations Committee. The Professional Relations Committee shall hold a hearing within thirty (30) calendar days of receipt of the grievance at which all parties in interest shall be present and have the right to be heard. An agenda for the meeting shall be prepared by the Chairman of the Professional Relations Committee ten (10) school days, except during school recess where it shall be 14 calendar days before such meeting. Within ten (10) school days, except during school recess where it shall be 14 calendar days after said hearing (unless a different period is mutually agreed upon) the Chairman of the Professional Relations Committee shall, in writing, with reasons stated, advise the party and his/her representative, if there be one, of their determination.

Level Four

If the aggrieved Professional Staff Member, School Secretary, Custodian or Paraprofessional is not satisfied with the disposition of his/her grievance at Level Three, he/she may file a grievance in writing within thirty (30) calendar days to the full Board. The aggrieved Professional Staff Member, School Secretary, Custodian or Paraprofessional must submit to the Board the following:

- a. The written complaint filed by the aggrieved person;
- b. The written answer filed by the Superintendent/designee;
- c. A written statement by the aggrieved person detailing his/her dissatisfaction with the Superintendent's answer;
- d. The remedy/relief being sought must be specified.

This data shall be submitted to the President of the Board of Education. The Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days from the time the grievance was received by the President of the Board. The Secretary of the Board of Education shall notify the Association, aggrieved employee and the Superintendent, in writing, of the Board's disposition of the grievance after said decision with reasons stated.

Level Five

In the event an aggrieved Professional Staff Member, School Secretary, Custodian or Paraprofessional is dissatisfied with the determination of the Board, he/she shall have the right to request in writing that the Association and/or aggrieved person submit their grievance for advisory arbitration pursuant to rules and regulations established under the provisions of Chapter 123, Public Laws of 1975.

Within ten (10) school days, except during school recess where it shall be 14 calendar days after the list of arbitrators has been furnished by the American Arbitrators Association, the Board and the aggrieved Professional Staff Member, School Secretary or Custodian or Paraprofessional and/or Association shall select two arbitrators from the list and submit the two names selected to the other party. The parties shall then select an arbitrator from the list of two selected by the Board and the aggrieved Professional Staff Member, School Secretary or Custodian or Paraprofessional and/or Association. If the parties are unable to agree on the selection of the arbitrator within designated number of days after the list has been furnished, the arbitrator shall be selected by the Burlington County Superintendent of Schools.

K. The nature of any grievance will be kept confidential. A grievance may only be discussed with agencies representing the aggrieved party and the Board. The purpose of these discussions will be for advisement and/or consultation by the aggrieved party, Superintendent and the Board.

L. When a grievance enters level three (3) and all levels thereafter, all parties involved in the grievance must be present before the meeting may proceed since these meetings have been mutually agreed to by both parties.

M. Any documents being presented to committees hearing a grievance (Professional Relations Committee or the Board) must also be presented to the aggrieved party(s) three (3) working days prior to any scheduled meeting.

VI ADVISORY COMMITTEE

A. The Chesterfield Township Board of Education and the CTEA shall form an Advisory Committee composed of up to two representatives of the Board, up to two representatives of the CTEA, of which at least one would be a Professional Staff Member, and chaired by the Superintendent/designee. This Committee, or its permanent representative, will consult and recommend action on long range planning, curricula, grading philosophy, policy recommendations, school calendars, communication, and other items of mutual concern. The committee's objective is cooperative searching together (no hard core positions) for what is best for the children in the school. Such recommendations shall be given consideration by the Board in its actions.

B. All recommendations of this committee shall be acted upon at the next Board meeting and the committee informed of such action. The Board is responsible for policy making.

C. The first meeting will be held in October and then subsequent meetings are to be held as requested by either the CTEA or the Board of Education.

D. Agenda to be presented prior to the meeting.

VII LEAVE OF ABSENCES

A. Professional Staff Member Leaves of Absence

1. Professional Leave

Professional personnel shall be eligible for professional leave with pay. Authority for such leave must be secured in advance and in writing, from the Superintendent. Following such professional leave, a written summary must be submitted to the Superintendent. Professional leave shall mean: intra-school visitation; workshops, conferences, conventions, et cetera.

2. Sick Leave Policy

a. The N.J. State Law guarantees every N.J. teacher ten (10) days sick leave per year with full pay. Any sick leave days that are not used are accumulative. Sick leave is defined to mean the absence of any person because of personal disability, due to injury or illness, or because of exclusion by a medical authority because of contagious disease or quarantine in the immediate household. Sick leave is not to be used for any other reasons than those stated above. The Board of Education has the legal right to require a physician's certificate explaining the reason for absence. If a Professional Staff Member uses up all of his/her sick leave, he/she will have one two-hundredth (1/200) of his/her annual contract salary deducted from his/her pay, unless the Board of Education sees fit to continue paying the Professional Staff Member.

b. A physician's certificate is required for all school personnel for any absences (due to illness) of five (5) or more consecutive working days. Professional Staff Members will not be paid for such absences for five (5) or more days until the certificate is presented to the Superintendent/designee.

c. Whenever a full-time Professional Staff Member uses two (2) or less sick days in a school year, he/she will receive one (1) day credit towards his/her sick leave. This leave will be accumulative. This leave will be accumulative, however in no event, pursuant to N.J.S.A. 18A:30-7, may an employee receive more than 15 sick leave days for any year of service.

3. Sabbatical Leave

a. Sabbatical leave may be granted to a professional employee by the Board for study, travel, or for other reasons of value to the school system (as determined by the Board).

b. Sabbatical leave may be granted for a one-year period to a maximum of one professional employee per year - provided a qualified replacement can be obtained.

c. Requests for Sabbatical Leave must be received by the Board in writing no later than January 1st, and Board action must be taken on the request no later than April 1st of the school year preceding the school year for which the leave is requested.

d. A professional employee must have completed seven (7) years of continuous employment by the Board before being eligible for Sabbatical Leave.

e. A professional employee on Sabbatical Leave will not be entitled to salary or other professional employee benefits while he/she is on leave.

f. Upon return from Sabbatical Leave, the professional employee will be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the school system during the period of his/her absence.

B. School Secretary and Custodian Leaves of Absence

1. Job Performance Improvement Leave

School Secretaries and Custodians shall be eligible for Job Performance Improvement Leave with pay. Authority for such leave must be secured in advance and in writing, from the Superintendent/designee. Following such Job Performance Improvement Leave, a written summary must be submitted to the Superintendent/designee. Job Performance Improvement Leave shall mean: out-of-district workshops, conferences, conventions, et cetera, directly related to the employee's job performance.

2. Sick Leave Policy

a. School Secretaries and Custodians shall receive twelve (12) days sick leave per year with full pay. Any sick leave days that are not used are accumulative. Sick leave is defined to mean the absence of any person because of personal disability, due to injury or illness, or because of exclusion by a medical authority because of contagious disease or quarantine in the immediate household. Sick leave is not to be used for any other reasons than those stated above. The Board of Education has the legal right to require a physician's certificate explaining the reason for the absence. If a School Secretary or Custodian uses up all of his/her sick leave, he/she will have one two-hundred-fortieth (1/240) of his/her annual contract salary deducted from his/her pay, unless the Board of Education sees fit to continue paying the School Secretary or Custodian.

b. A physician's certificate is required for all school personnel for any absences (due to illness) of five (5) or more consecutive working days. School Secretaries and Custodians will not be paid for such absences for five (5) or more days until the certificate is presented to the Superintendent/designee.

c. Whenever a full-time School Secretary or Custodian uses two (2) or less sick days in a school year, he/she will receive one (1) day credit towards his/her sick leave. This leave will be accumulative, however in no event, pursuant to N.J.S.A. 18A:30-7, may an employee receive more than 15 sick leave days for any year of service.

C. Paraprofessional Leaves of Absence

1. Job Performance Improvement Leave

Paraprofessionals shall be eligible for Job Performance Improvement Leave with pay. Authority for such leave must be secured in advance and in writing, from the Superintendent. Following such Job Performance Improvement Leave, a written summary must be submitted to the Superintendent/designee. Job Performance Improvement Leave shall mean: out-of-district workshops, conferences, conventions, intra-school visitation, et cetera, directly related to the employee's job performance.

2. Sick Leave Policy

a. Paraprofessionals shall receive ten (10) days sick leave per year with full pay. Any sick leave days that are not used are accumulative. Sick leave is defined to mean the absence of any person because of personal disability, due to injury or illness, or because of exclusion by a medical authority because of contagious disease or quarantine in the immediate household. Sick leave is not to be used for any other reasons than those stated above. The Board of Education has the legal right to require a physician's certificate explaining the reason for the absence. If a Paraprofessionals uses up all of his/her sick leave, he/she will have one two-hundredth (1/200) of his/her annual contract salary deducted from his/her pay, unless the Board of Education sees fit to continue paying the Paraprofessional.

b. A physician's certificate is required for all school personnel for any absences (due to illness) of five (5) or more consecutive working days. Paraprofessionals will not be paid for such absences for five (5) or more days until the certificate is presented to the Superintendent/designee.

c. Whenever a full-time Paraprofessional uses two (2) or less sick days in a school year, he/she will receive one (1) day credit towards his/her sick leave. This leave will be accumulative, however, in no event, pursuant to N.J.S.A. 18A:30-7, may an employee receive more than 15 sick leave days for any year of service.

D. Other Leaves - All Staff

1. Childcare Leave

a. A Staff Member may request childcare leave after the birth or adoption of a child. To be eligible for childcare leave without pay, a Staff Member must have been actively employed in the district for the full academic year prior to the requested leave.

b. All requests for childcare leave, without pay, in excess of that provided for by the family leave laws must be submitted in writing no less than seventy-five (75) calendar days prior to the commencement date and shall include a termination date as follows:

Professional Staff Member's leave shall terminate either August 31st or January 31st.

School Secretary or Custodian's leave shall terminate either June 30th or December 31st.

Paraprofessionals' leave shall terminate either August 31st or January 31st.

c. Early Termination of the leave may be granted at the recommendation of the Superintendent with the approval of the Board.

d. Extensions for an up to one-year additional childcare leave, without pay, may be granted at the complete discretion of the Board.

e. To be eligible for a salary increment and credit toward service in the district, a Staff Member must work in accordance with the following:

A Professional Staff Member must work at least ninety (90) days in the school year that the childcare leave commences or terminates.

A School Secretary or Custodian must work at least one hundred-twenty (120) days in the school year that the child care leave commences or terminates.

A Paraprofessional must work at least ninety (90) days in the school year that the child care leave commences or terminates.

In the event that the appropriate period of time cannot be obtained, due to calendar adjustments, the dates of the leave will be adapted accordingly.

2. Death in the Family

Up to five (5) days (non-cumulative) personal leave for each occurrence (with pay) may be granted for death in the immediate family (parents, parents-in-law, grandparents, brothers, brothers-in-law, sisters, sisters-in-law, wife, husband, children, legal guardian).

3. Personal Leave

All Professional Staff Members, School Secretaries and Custodians and Paraprofessionals are entitled to personal (non-cumulative) leave as stated below:

Up to a total of four (4) days (non-cumulative) personal leave (with pay) may be granted. The Board agrees to shift each of these unused personal days of an employee to an equal day of accumulated sick leave for each school year.

a. The request for personal leave must be given in writing, on the established form, at least twenty-four (24) hours in advance. In cases of emergency, the procedure is outlined in 7b below.

b. Personal leave with or without pay must be approved by the Superintendent and/or the Board of Education. Anyone taking unauthorized or unapproved leave will cause a breach of contract.

4. Additional Personal Leave

Up to an additional two (2) days (non-cumulative) personal leave (with pay, less substitute rate of pay) may be granted by the Superintendent.

5. Jury Duty

The Board of Education wholeheartedly supports requests for jury duty when submitted with court request. The salary paid to employees while on jury duty will be jury duty pay and the average daily earnings of the employee. The employee must present the completed form, which is proof of jury attendance. This form is obtained from the county, state, or federal government at the time of jury duty.

6. Board Granted Leaves

In general, the Board of Education is opposed to the granting of personal leave in addition to the number of days stipulated thus far, yet the Board realizes that extenuating circumstances may make it possible that requests for other personal leave may occur from time to time. If such requests are made, they will be considered on their individual merits. The prime consideration in granting or denying such leave will be the efficient operation of the school and the education program. Requests for such leave must be made to the Superintendent in writing at least two (2) weeks prior

to the requested leave. The Superintendent shall determine the feasibility of such leave and should he feel it necessary, consult with the School Board. He should keep in mind the importance of efficient school operation, classroom continuity, and employee morale when making his determination. This type of personal leave will be considered "approved personal leave - without pay" and 1/200 of the Professional Staff Member's annual salary, or 1/240 of the School Secretary's or Custodian's annual salary, or 1/200 of the Paraprofessional's annual salary, will be deducted for each day granted.

7. Procedure Concerning Reporting of Absences

a. If any Employee will be absent from his/her assigned duties for any reason whatsoever, he/she must notify the Registry or his/her supervisor at least two (2) hours prior to his/her reporting time on the day of the absence. If an Employee is absent and fails to notify the Registry or his/her supervisor of such absence, as the case may be, the absence will be considered "leave without pay" and disciplinary action may be taken by the Board.

b. In cases of an emergency, the employee must notify the Registry, if applicable, or his/her supervisor as soon as possible, and the emergency will be documented.

8. Emergency Leave (Long Term)

The Board recognizes that occasions could arise when a Professional Staff Member, School Secretary, Custodian, or Paraprofessional or a member of his/her immediate family might be stricken with an illness, accident, or personal emergency that would necessitate an emergency leave by the employee. The Superintendent shall be notified in writing of such and, in turn, shall notify the Board of this emergency upon the employee's request.

a. Remuneration, if granted by the Board, shall begin after accumulated sick days, personal leave days, and vacation days, if applicable, are exhausted. The Board shall have the right to require a doctor's certificate or other necessary affidavits. The Board of Education shall be the sole determiner if any and/or how much remuneration will be granted.

VIII INSURANCE

A. Hospitalization

The Board of Education agrees to pay the annual premium for full family coverage for full-time Professional Staff Members, School Secretaries, Custodians and Paraprofessionals at the prevailing full family (or husband/wife/partners in a statutory Civil Union Relationship) rate. Full-time employment is defined as more than 20 hours per week. The terms, conditions, rules, and limitations as provided by the contracts of insurance and underwriting company will govern. This article also applies to individual coverage.

B. Dental

The Board of Education agrees to pay the annual premium for full-time Professional Staff Members, School Secretaries and Custodians and Paraprofessionals (more than 20 hours per week) (employee only) coverage for Dental Insurance. Full-time employment is defined as more than 20 hours per week. The following plan will apply:

Program I: Co-Payment:

Preventive and Diagnostic:	100%
Remaining Benefits:	80/20%
Crowns, Inlays and	
Gold Restorations:	50/50%
Prosthodontics Benefits:	50/50%

The maximum amount payable by the plan for the above dental services provided an eligible patient in any calendar year is \$2,000.00.

C. Prescription

The Board of Education agrees to pay the annual premium for full family coverage (or husband-wife/partners in a statutory Civil Union relationship) for full-time Professional Staff Members, School Secretaries, Custodians and Paraprofessionals (more than 20 hours per week) for Prescription Insurance. Full-time employment is defined as more than 20 hours per week.

Exceptions: The Co-Pay will be:

Pharmacy:	\$20 Brand Name	\$10 Generic
Mail Order:	\$10 Brand Name	\$10 Generic

(Effective May 1, 2004)

D. The Board of Education and the Chesterfield Township Education Association agree that the determination of the carriers for medical plans is a management prerogative. Any change in the carriers must establish equivalent or better level of benefits, including the administration of the plan, than the plan in effect.

IX BENEFITS AT RETIREMENTA. Professional Staff Member Benefits At Retirement

Upon retirement from the Chesterfield Township School District, a Professional Staff Member with at least 25 years of service in the district shall receive compensation in the amount of \$120.00 per day for each unused sick day accumulated beyond fifteen (15) sick days, to a maximum of \$10,500.00.

B. School Secretary, Custodian and Paraprofessionals Benefits At Retirement

Upon retirement from the Chesterfield Township School District, a School Secretary or Custodian with at least 25 years of service in the district, shall receive compensation in the amount of \$80.00 per day for each unused sick day accumulated beyond fifteen (15) sick days, to a maximum of \$5,000.00.

C. Payment of Retirement Benefits

Compensation paid as follows:

1.) On first pay period in July if Retirement paperwork is filed by February 15th.

2.) At the Board's discretion, but no later than the first pay period in July of the following calendar year, if Retirement paperwork is filed after February 15th.

X NON-INSTRUCTIONAL AIDES

In the event a Non-instructional Aide cannot be in attendance, Professional Staff Members, with the exception of the School Nurse, will fill the Aide's responsibilities during recess and lunch.

XI ASSOCIATION RIGHTS AND PRIVILEGES

A. Professional Release Time For Non-Instructional Activities

Each Professional Staff Member shall be allowed to use one-half day per year for the purpose of accomplishing classroom management tasks, or related school activities. The use of such time will be requested by the Professional Staff Member with the approval of the Superintendent. When planning the use of such time, staff members will try to utilize as much non teacher-pupil contact time as possible.

B. The Association shall have a room that is clean, private and comfortable for lunch purposes and as a work area.

C. Release Time For Association President

The President of the CTEA or his/her designee shall be given release time for PERC hearings up to a maximum of two (2) days per school year. Additional time if needed will be considered by the Board of Education.

XII IN-SCHOOL WORK YEARA. Professional Staff Member In-School Work Year

1. The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which Professional Staff Member's attendance is required.

2. The in-school work year for Professional Staff Members on a ten (10) month basis shall not exceed one hundred eighty-two (182) days with three (3) minimum days for students included at the end of the school year.

B. School Secretary and Custodian In-School Work Year

1. The School Secretaries will work the in-school work year of 182 school days as stipulated in Article XII, A (above) for Professional Staff Members, according to the School Calendar, plus Monday through Friday in June, July, August and September, when school is not in session, with the exception of July 4th, the Friday before Labor Day and Labor Day. On In-Service and Teacher Conference Days, the School Secretary will work the regular daily schedule. Veterans Day will be given as a day off unless an emergency situation exists.

2. The Custodians will work the in-school work year of 182 school days as stipulated in Article XII, A (above) for Professional Staff Members, according to the School Calendar, plus NJEA Convention days, plus Monday through Friday (except as provided for in this agreement) in June, July, August and September, when school is not in session, with the exception of July 4th, the Friday before Labor Day and Labor Day. In addition, Custodians will work during the Winter Break excluding December 24, 25 and 26, January 1, and Spring Recess, excluding Good Friday and Easter Monday. Custodians will be permitted to leave early due to extreme heat conditions during the summer months, subject to the approval of the Superintendent. Veterans Day will be given as a day off unless an emergency situation exists. When a holiday falls on a weekend, the holiday will be celebrated on a mutually agreeable substitute day.

3. Boiler Coverage

Since the current Head Custodian and one other Custodian have their Black Seal License, (and the third Custodian does not currently have a Black Seal License), the two Custodians with their Black Seal License must communicate with each other, at all times, regarding their availability in terms of potential boiler problems. If there is a problem with the boiler, an automatic phone call is made to the Head Custodian first and then to the other Custodian with the Black Seal License via the contracted fire alarm company. The third Custodian may be the Custodian on duty at the time, however, he/she may not be aware of the problem. A plan must be developed to communicate appropriate information to the third Custodian.

4. For purposes of determining vacation eligibility, the school year begins on July 1st and ends on June 30th of each year. School Secretaries and Custodians, who are members of the Association, will be entitled to vacation with pay as follows:

- One week - after one year's full-time employment
(For employees who have not completed one full year by June 30th, vacation day(s) will be prorated.)*
- Two weeks - after two year's full-time employment
- Three weeks - after five year's employment
- Four weeks - after ten year's employment

*Proration Method: Twelve-month, full-time employees will receive a one-half vacation day credit per month for the time they have worked. (not to exceed 5 days per year)

C. Paraprofessionals In-School Work Year

1. The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which Paraprofessional attendance is required.

2. The in-school work year for Paraprofessional on a ten (10) month basis shall not exceed one hundred eighty-two (182) days with three (3) minimum days for students included at the end of the school year.

XIII TEACHING LOAD AND PREPARATION TIME FOR PROFESSIONAL STAFF MEMBERS

A. All Professional Staff Members shall have a thirty (30) minute duty-free lunch.

B. All classroom teachers shall, in addition to their duty-free lunch period, have at least 225 minutes of preparation time in a five day week depending on the availability of special area teachers, prorated for a shorter week.

All special area teachers shall, in addition to their duty-free lunch period have at least 150 minutes of preparation time, in a five day week, prorated for a shorter week.

The district will continue to schedule 20 minutes before or after lunch except for those teachers assigned to recess duty.

C. Travel between schools will be reimbursed at the IRS rate, and shall not reduce preparation or lunch time.

D. Faculty Meetings: One (1) 30 minute meeting per month scheduled by calendar and subject to change by emergency only.

XIV STAFF MEMBER WORK DAY/WEEKA. Professional Staff Member Work Day

Professional Staff Members will report 5 minutes before the students arrive and will stay 10 minutes after the students leave. Notwithstanding this specific modification, in instances of a late dismissal caused by exceptional or emergency circumstances, such as severe inclement weather, the Professional Staff will not leave the school until the students have departed on the buses. The total Professional Staff Member workday shall not exceed 6.92 hours unless negotiated otherwise.

Exclusions/Exceptions:

1. Minimum Days - Professional Staff Members are free to leave 10 minutes after the children except when an in-service, Parent/Teacher conference or some other activity involving Professional Staff Members is required. This clause is subject to change if an emergency exists.

2. Fridays and Before Holidays - Professional Staff Members are free to leave after the school buses, unless an emergency exists.

B. School Secretary and Custodian Work Day/Week and Lunch Breaks

1. The School Secretary's workday will be no longer than seven hours per day, Monday through Friday, except as stipulated below. He/she is entitled to a forty-minute lunch break each day. The extra ten minutes, which has been added for lunch, will be worked at the beginning and/or end of each workday, as designated by the Superintendent/designee.

a. Exception: The School Secretary's summer workday, (outside the 182 days) will be no longer than six hours per day, Monday through Friday. However, if a special project, issue or circumstance should arise which requires work, in addition to the six hour workday, in order for the project to be completed by a specific deadline, the School Secretary's workday may be extended at the discretion of the CSA, only with the agreement of the School Secretary. Additional compensation would be extended based on the employee's contracted rate of pay.

2. The full-time Custodian's workweek shall consist of 8 hours per day/40 hours per week, Monday through Friday. He/she is entitled to a thirty-minute lunch break each day.

3. Any Custodian who accrues more than 40 hours per week, will be paid overtime.

a. The Custodial Supervisor will, whenever possible, consider the personal needs of said employees when scheduling weekend assignments.

C. Paraprofessional Staff Member Work Day

Paraprofessional Staff Members will report 5 minutes before the students arrive and will stay 10 minutes after the students leave. Notwithstanding this specific modification, in instances of a late dismissal caused by exceptional or emergency circumstances, such as severe inclement weather, the Paraprofessional Staff will not leave the school until the students have departed on the buses. The total Paraprofessional Staff Member workday shall not exceed 6.92 hours unless negotiated otherwise.

Exclusions/Exceptions:

1. Minimum Days - Paraprofessional Staff Members are free to leave 10 minutes after the children except when an in-service, Parent/Teacher conference or some other activity involving Paraprofessional Staff Members is required. This clause is subject to change if an emergency exists.

2. Fridays and Before Holidays - Paraprofessional Staff Members are free to leave after the school buses, unless an emergency exists.

XV EVALUATION

A. Evaluation of Professional Staff Members

1. All observations of the teaching performance of any Professional Staff Member shall be conducted openly and with the full knowledge of the Professional Staff Member.

2. Each Professional Staff Member shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her Superintendent/designee. A conference will be held within three (3) school days after the evaluation or at a mutually agreeable time. Following the conference, the Professional Staff Member shall sign the evaluation report and all copies, but the Professional Staff Member's signature does not necessarily indicate agreement with its contents. Evaluation of professional personnel will conform to policy and law.

3. Any unusual circumstances or conditions, which may have had an effect on the performance of the Professional Staff Member, shall be recorded on the evaluation report.

4. In the event of an unsatisfactory evaluation, the Professional Staff Member may request another evaluation be performed.

5. Non-tenured Professional staff Members will receive at least three (3) formal evaluations per school year.

6. Tenured Professional Staff Members will receive at least one (1) formal evaluation per school year.

B. Evaluation of School Secretaries and Custodians

1. All evaluations of staff members shall be conducted openly and with the full knowledge of the staff member.

2. Each School Secretary shall be given his/her evaluation report and shall have the opportunity to discuss such report with the Superintendent/designee. A conference will be scheduled within three (3) business days after the evaluation or at a mutually agreeable time. Following the conference, the staff member shall sign the evaluation report and all copies, but the staff member's signature does not necessarily indicate agreement with its contents. All evaluations will conform to public law.

Each Custodian shall be given his/her evaluation report and shall have the opportunity to discuss such report with the Head Custodian. A conference will be scheduled within three (3) business days after the evaluation or at a mutually agreeable time. Following the conference, the staff member shall sign the evaluation report and all copies, but the staff member's signature does not necessarily indicate agreement with its contents. All evaluations will conform to public law.

3. Any unusual circumstances or conditions, which may have had an effect on the performance of the staff member, shall be recorded on the report.

4. In the event that a Custodian receives an unsatisfactory evaluation, the Custodian may request another evaluation.

5. All staff members will receive minimally one (1) formal written evaluation per school year.

C. Evaluation of Paraprofessional Staff Members

1. All observations of the performance of any Paraprofessional shall be conducted openly and with his/her full knowledge.

2. Each Paraprofessional Staff Member shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her Superintendent/designee. A conference will be held within three (3) school days after the evaluation or at a mutually agreeable time. Following the conference, the Paraprofessional shall sign the evaluation report and all copies, but the Paraprofessional signature does not necessarily indicate agreement with its contents. Evaluation of Paraprofessional personnel will conform to policy and law.

3. Any unusual circumstances or conditions, which may have had an effect on the performance of the Paraprofessional, shall be recorded on the evaluation report.

4. In the event of an unsatisfactory evaluation, the Paraprofessional may request another evaluation be performed.

5. Paraprofessional Staff Members will receive at least two (2) formal evaluations per school year.

XVI PERSONNEL RECORDS

A. Professional Staff Members, School Secretaries, Custodians, and Paraprofessionals shall have the right, upon written request, to review the non-confidential contents of their personnel file. The Professional Staff Member, School Secretary, Custodian, and Paraprofessional shall be entitled to have a representative or Association member present during such review. No more than one personnel file may be kept on any Professional Staff Member, School Secretary, Custodian or Paraprofessional.

B. Though confidential records, such as application references, promotional references and other similar documents shall not be made available to a Professional Staff Member, School Secretary, Custodian, or Paraprofessional all other non-confidential material shall be made available for inspection.

C. No material derogatory to a Professional Staff Member's, School Secretary's, Custodian's or Paraprofessional's conduct, service, character or personality shall be placed in his/her personnel file, unless the Professional Staff Member, School Secretary, Custodian or Paraprofessional has had an opportunity to review the material. The Professional Staff Member, School Secretary, Custodian or Paraprofessional shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The Professional Staff Member, School Secretary, Custodian or Paraprofessional shall have the right to submit a written response to such material and his/her response shall be attached to the filed copy.

D. Upon termination of employment no documents and/or other material shall be placed in the personnel file of said Professional Staff Member, School Secretary, Custodian or Paraprofessional after severance.

XVII PERSONAL LEAVE DAY BANK

A. Professional Staff Members, School Secretaries, Custodians or Paraprofessionals may volunteer to contribute one day of their annual allotted personal leave to a Personal Leave Day Bank (PLDB). This bank would be available to any Professional Staff Member, School Secretary, Custodian, or Paraprofessional once their sick and personal leave has been exhausted. The sole purpose of the PLDB is to extend the sick leave of a Professional Staff Member, School Secretary, Custodian or Paraprofessional during an extended time of catastrophic illness or injury.

B. All leave must be at the full discretion of the Board of Education.

1. Before June 30th the Association will supply to the Board Secretary a verified list of contributed days by participants, signed by each Professional Staff Member, School Secretary, Custodian, or Paraprofessional.

2. A Professional Staff Member, School Secretary, Custodian or Paraprofessional who contributed days to the PLDB relinquishes his/her rights to those days.

3. Application for the PLDB withdrawal may be made by the Professional Staff Member, School Secretary, Custodian or Paraprofessional or an immediate family member.

4. A Professional Staff Member, School Secretary, Custodian or Paraprofessional may request up to a maximum of thirty (30) days in any one school year. The request must include medical verification of the illness, injury, or disability.

5. No more than two (2) Professional Staff Members, School Secretaries, Custodians or Paraprofessionals will avail themselves of this leave at any one time.

6. In the event that the PLDB is depleted and additional days are needed to meet the requests of Professional Staff Members, School Secretaries, Custodians, or Paraprofessionals the Association may ask their members to contribute one additional day to meet the needs of the ill staff members.

7. There is a limit of sixty (60) days that the PLDB may accrue.

8. A Professional Staff Member, School Secretary, Custodian or Paraprofessional may only use the available days in the PLDB. If requests for days exceed the number of days in the PLDB and additional days are not contributed, the days remaining in the PLDB will be equally divided among those applicants.

9. When the days in the PLDB become exhausted, no further requests will be accepted until the PLDB has been replenished.

10. Salary will be reduced by the amount of the substitute pay for each day used from the bank.

11. This provision is not meant to contravene N.J.S.A. 18A:30-6 and the Board's decision shall be final and binding.

XVIII TUITION REIMBURSEMENT FOR PROFESSIONAL STAFF MEMBERS

A. Tuition reimbursement will be made for graduate courses related to any facet of an elementary program and/or a Professional Staff Members current teaching assignment.

B. Courses must be offered by an accredited college or university and approved in advance by the Superintendent. Courses must be submitted according to the following schedule:

- a. Fall Semester - August 1st to September 15th
- b. Spring Semester - December 1st to January 15th
- c. Summer Program - May 15th to June 30th

C. Reimbursement shall be limited to the following, per semester hour to a maximum of nine (9) semester hours for each Professional Staff Member per school year (July 1st to June 30th) at the "Rutgers, The State University" graduate credit rate.

D. At the end of the school year (June 30th) any remaining moneys will be equally distributed to any Professional Staff Member(s) who has acquired more than nine (9) credit hours during the school year (July 1st - June 30th) up to a maximum of the "Rutgers, The State University" graduate credit rate.

E. For matters of reimbursement, a Professional Staff Member must receive a grade B or higher per course within one school year (July 1st to June 30th). Over the duration of the contract one course with the grade of C or better will be acceptable for reimbursement. Official transcripts of the grade and proof of tuition cost must be submitted to the Board of Education.

F. During any one school year, the maximum total payments to all Professional Staff Members will not exceed \$11,500.00. Since there is a maximum limit on the total monies for the program, requests will be considered on a first come, first served basis.

XIX REIMBURSEMENT FOR JOB PERFORMANCE IMPROVEMENT

A. The School Secretary will receive Job Performance Improvement Reimbursement for courses, classes, workshops, etc., which enhance any facet of secretarial employment related to the School Secretarial position, subject to the prior approval of the Superintendent and BOE.

B. The Custodians will receive Job Performance Improvement Reimbursement for courses, classes, workshops, etc., which enhance any facet of custodial employment related to the Custodian position, subject to the prior approval of the Superintendent and Board of Education.

C. Reimbursement will be made for courses (including undergraduate classes) directly related to Job Performance Improvement, related to any facet referred to in this Basic Agreement or which enhance the employee's specific skills as contained in his/her Job Description. A limit of four courses per fiscal year/per employee at the rate of a maximum of \$200.00 per course may be approved by the Superintendent and Board of Education.

D. For matters of reimbursement, School Secretaries and Custodians must receive a grade B or higher per course within one school year (July 1st to June 30th). Over the duration of the contract one course with the grade of C or better will be acceptable for reimbursement. Official transcripts of the grade and proof of tuition cost must be submitted to the Board of Education.

E. Paraprofessionals

1. Paraprofessionals shall be eligible for Job Performance Improvement Leave with pay. Authority for such leave must be secured in advance and in writing, from the Superintendent and Board of Education. Following such Job Performance Improvement Leave, a written summary must be submitted to the Chief School Administrator. Job Performance Improvement Leave shall mean: out-of-district workshops, conferences, conventions, et cetera, directly related to the employee's job performance.

XX HEALTH AND SAFETY

The Chesterfield Township Board of Education will provide a healthy and safe environment for their Professional Staff Members, School Secretaries, Custodians and Paraprofessionals.

XXI POSTING OF ALL PROFESSIONAL STAFF MEMBER, SCHOOL SECRETARY,
CUSTODIAL & PARAPROFESSIONAL VACANCIES

The Chesterfield Township Board of Education will post all vacancies for employment. Such posting will be done simultaneous with public notification. In the event that a professional position(s) becomes available during a vacation period or at anytime when school is not in session, the Board and/or Administration will notify each Staff Member via letter and/or e-mail.

XXII MISCELLANEOUS SALARY/PAYROLL RELATED ISSUES FOR PROFESSIONAL
STAFF MEMBERS

A. Involuntary Relocation of Assignment/Classroom

In the event a Professional Staff Member's assignment is changed (involuntarily) requiring a classroom change, the Professional Staff Member will be compensated in the amount of \$150.00 for the additional time to reestablish the order within his/her classroom.

B. Payroll Schedule

Dates will remain the same throughout the school year (September through June); pay day on the 15th and 30th of each month. The first check in September will be available and dated on or before the second Friday after school is open or on the 15th, whichever comes first. Checks will be available and dated the last workday before Winter and Spring breaks, which include a pay date. The last check in June will be available and dated the last day of school.

C. Extra Pay for Extra Duties/Activities/Programs

1) Daytime/Early Evening Activities

Professional Staff Members will be compensated, for the following duties/activities, as listed below:

Garden Club Advisor

School year: 2006-2007
\$275.00

Variety Show - up to four Professional Staff Members will each receive compensation as listed below for coordinating and supervising a variety show, subject to the approval of the Superintendent.

School year: 2006-2007
\$500.00

Character Education Advisor

School year: 2006-2007
 \$260.00

Bowling Advisor

School year: 2006-2007
 \$250.00

RIST

School year: 2006-2007
 \$300.00

Teacher-In-Charge

School year: 2006-2007
 \$500.00

2) Overnight Activities

Teachers participating in overnight activities will be compensated in the amount listed below per night.

School year: 2006-2007
 \$230.00

3) Night-Time Meetings/Programs

Professional Staff Members shall be required to attend up to three (3) night-time meetings per year, specifically "Back-to-School Night", Parent/Teacher Conferences, and one additional meeting/program that may be requested. Should it be necessary to require Professional Staff Members to attend more than three (3), Staff Members will be compensated at one-half (1/2) of the Summer School hourly rate. Minimum days will be scheduled on those dates when "Back-to-School Night" and night conferences are scheduled.

4) Hourly Pay Scale

Hourly rate for Summer School, Curriculum Work, and Home Instruction will be as listed below per hour (as of July 1, 2006).

School year: 2006-2007
 \$42.00

XXIII MISCELLANEOUS SALARY/PAYROLL RELATED ISSUES FOR SCHOOL SECRETARIES AND CUSTODIANS

A. Payroll Schedule

Dates will remain the same throughout the year (July through June); pay day on the 15th and 30th of each month. The first check in September will be available and dated on or before the second Friday after school is open or on the 15th, whichever comes first. Checks will be available and dated the last workday before Winter and Spring breaks, which include a pay date.

XXIV JOB PERFORMANCE IMPROVEMENT

A. Professional Staff Member Job Performance Improvement

1. Any weekend or summer workshop where attendance is directed by the Superintendent/designee shall be compensated at the rate of \$85.00 per day, with a total cap of \$500.00 per year.

2. A total amount of \$350.00 will be appropriated for fees and related materials incurred by all Professional Staff Members when taking an approved course, workshop or seminar. Each Professional Staff Member will submit official receipts to a designated Professional Staff Member who will, in turn, submit a spreadsheet to the Board Office. Payment for all receipts will be paid by June 1 (to assure inclusion of spring seminars/workshops). In the event that the spreadsheet exceeds \$350.00, the funds will be distributed by an equal percentage to each Professional Staff Member. All books/materials will become the property of the Board of Education, excepting those not covered by reimbursement.

3. The Board will continue to support the educational development of their Professional Staff by providing in-service programs.

B. School Secretary and Custodian Job Performance Improvement

1. Any workshop for School Secretaries or Custodians, which takes place outside of the contracted workday as stipulated in this Basic Agreement, where attendance is directed/required by the Superintendent/designee, shall be compensated at the rate of \$50.00 per day, with a total cap of \$500.00 per year.

2. A total amount of \$350.00 will be appropriated for fees and related materials incurred for School Secretaries or Custodians when taking an approved course, workshop or seminar. Each Support Staff Member will submit official receipts to a designated CTEA Member who will, in turn, submit a spreadsheet to the Board Office. Payment for all receipts will be paid by June 1. In the event that the spreadsheet exceeds \$350.00, the funds will be distributed by an equal percentage to each Support Staff Member. All books/materials become the property of the Board of Education, excepting those not covered by reimbursement.

XXV SCHEDULING OF PARENT TEACHER CONFERENCES

Individual classroom teachers shall be responsible for scheduling all teacher conferences and completing the necessary forms. Said forms (blank) to be produced by administrative clerical staff. The initial general announcement letter will also continue to be prepared by administrative clerical support personnel and given to the teachers for distribution via students.

Conference coordinator will be compensated as follows:

	<u>2006-2007</u>
<u>Marking Period I</u>	\$250.00
<u>Marking Period III</u>	\$75.00

XXVI SALARY PROVISIONSA. Professional Staff Member Salary Provisions

1. Newly employed Professional Staff Members will receive credit for experience as follows:

a. One (1) year credit for every year of public school experience up to a maximum of six (6) years credit. More credit may be given at the discretion of the Board of Education.

b. Full credit for U.S. Military service up to (but not exceeding) four (4) years.

c. The salary guide is deemed a minimum and the Board reserves the right to pay more than the salary guides. The Board also reserves the right to hold any Professional Staff Member at their present salary, due to an unsatisfactory performance, until experience and training warrant the salary.

2. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Superintendent, subject to the approval of the Board. Failure in any year to grant an increment does not create any obligation on the part of the Board to automatically restore the increment. In any year in which there is an upward revision of the salary guide, individual Professional Staff Member adjustments to the proper place on the guide may be withheld. Before making any recommendation to the Board to withhold any salary adjustment, the Superintendent shall send the Professional Staff Member written notice of such intention and give him/her an opportunity to discuss the reason for such action prior to issuance of contract. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board. Unsatisfactory performance will always be noted in writing at the time of observation.

3. Each Professional Staff Member may individually elect to have money deducted from his/her pay to be deposited with ABCO Public Employees Federal Credit Union. All transactions are to be made through ABCO Public Employees Federal Credit Union with the Board acting only as the collection agency. Applications must be made in June for September enrollment.

4. Negotiated salaries are set forth in the salary guides attached hereto as Schedule A.

5. An Employee will be given one (1) year credit for experience in Chesterfield if he/she is under contract prior to February 1st of a given year.

6. Part-time Professional Staff Members shall be placed on the salary guide following the provisions established in "Salary Provisions, Article XXVI" of this agreement. In addition, salaries for part-time Professional Staff Members shall be prorated based on the following formula:

$$\frac{\text{SALARY FROM GUIDE}}{200} = A; \quad \frac{A}{6.92} = B; \quad B \times \text{DAILY HOURS} = C;$$

$$C \times \text{DAYS PER YEAR} = \text{PART-TIME SALARY}$$

7. EXPLANATION OF 2006-2007 SALARY GUIDES' COLUMNS

- A. N.J. Standard Certificate
- B. N.J. Standard Certificate + 9 graduate credits
- C. N.J. Standard Certificate + 18 graduate credits
- D. N.J. Standard Certificate + 27 graduate credits
- E. N.J. Standard Certificate + Masters Degree
- F. N.J. Standard Certificate and Column E + 9 graduate credits
- G. N.J. Standard Certificate and Column E + 18 graduate credits
- H. N.J. Standard Certificate and Column E + 27 graduate credits
- I. N.J. Standard Certificate + Doctorate Degree

(Note: The term "Certificate" shall mean N.J. Elementary Education Certificate or, in the case of a specialist, a N.J. Certificate in his/her special area.)

B. School Secretary, Custodian and Paraprofessional Salary Provisions

1. Each School Secretary, Custodian and Paraprofessional may individually elect to have money deducted from his/her pay to be deposited with ABCO Public Employees Federal Credit Union. All transactions are to be made through ABCO Public Employees Federal Credit Union with the Board acting only as the collection agency. Applications must be made in June for September enrollment.

2. Negotiated salaries are set forth in the salary guides attached hereto as Schedule B, School Secretary Guide, Schedule C, Custodian Salary Guide and Schedule D, Paraprofessionals.

3. The salary for new School Secretarial, new Custodial or Paraprofessional employees will be approved by the Board based on the recommendation of the Superintendent.

4. Full-Time, twelve month School Secretaries or Custodians will be given one (1) year credit for experience in Chesterfield if he/she begins actual employment prior to January 1st of a given year.

5. A Paraprofessional will be given one (1) credit for experience in Chesterfield if he/she is under contract prior to February 1 of a given year.

XXVII MISCELLANEOUS PROVISION (terms and conditions)

The parties agree to negotiate regarding terms and conditions of employment pertaining to employees made part of the bargaining unit after ratification of this contract. Any terms and conditions agreed upon by the parties shall become an amendment to the contract.

XXVIII CERTIFICATION OF AGREEMENT

A. This Agreement will constitute a Board policy for the term of the Agreement, and the Board and Association shall carry out all the commitments contained herein.

B. If any provision of this Agreement or any application of this Agreement is held to be contrary to Law, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by the Law, but all other provisions or applications shall continue in full force and effect.

C. This Agreement shall be effective as of July 1, 2006 and continue in full force and effect without change until June 30, 2007.

D. Signed and Certified by:

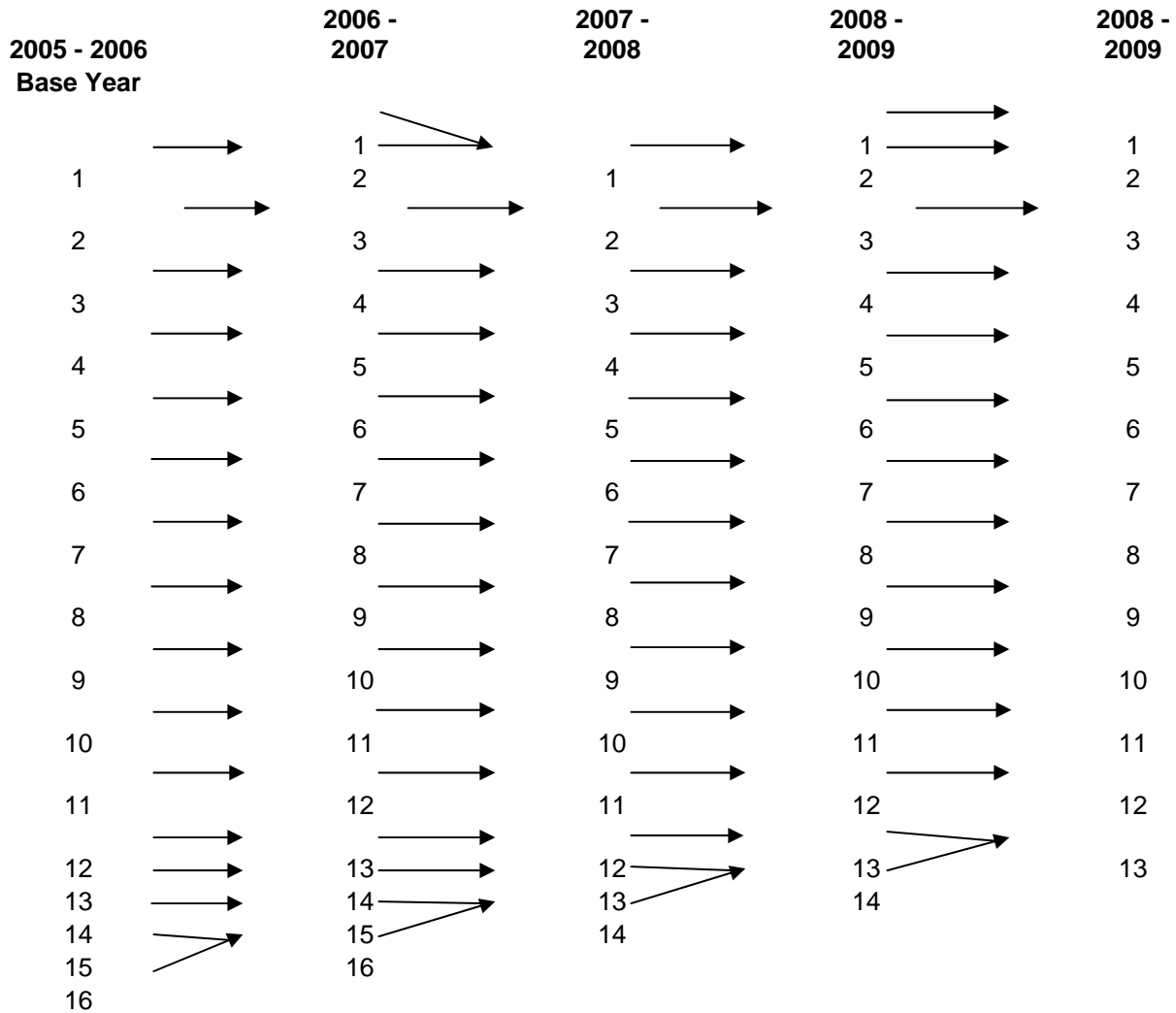
President
Chesterfield Township Board of Education

Vice-President
Chesterfield Township Board of Education

President
Chesterfield Township Education Association

Secretary
Chesterfield Township Education Association

Chesterfield Teacher Salary Guides - Movement Chart



Chesterfield Teacher Salary Guides

05/06 - Base Year

Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DC
1	40,000	40,300	40,600	40,900	41,500	41,800	42,100	42,400	43,400
2	40,640	40,940	41,240	41,540	42,140	42,440	42,740	43,040	44,000
3	41,462	41,762	42,062	42,362	42,962	43,262	43,562	43,862	44,800

4	42,296	42,596	42,896	43,196	43,796	44,096	44,396	44,696	45,6
5	43,154	43,454	43,754	44,054	44,654	44,954	45,254	45,554	46,5
6	44,364	44,664	44,964	45,264	45,864	46,164	46,464	46,764	47,7
7	46,610	46,910	47,210	47,510	48,110	48,410	48,710	49,010	50,0
8	48,337	48,637	48,937	49,237	49,837	50,137	50,437	50,737	51,7
9	49,960	50,260	50,560	50,860	51,460	51,760	52,060	52,360	53,3
10	51,674	51,974	52,274	52,574	53,174	53,474	53,774	54,074	55,0
11	53,907	54,207	54,507	54,807	55,407	55,707	56,007	56,307	57,3
12	55,727	56,027	56,327	56,627	57,227	57,527	57,827	58,127	59,1
13	60,156	60,456	60,756	61,056	61,656	61,956	62,256	62,556	63,5
14	61,081	61,381	61,681	61,981	62,581	62,881	63,181	63,481	64,4
15	64,724	65,024	65,324	65,624	66,224	66,524	66,824	67,124	68,1
16	68,650	68,950	69,250	69,550	70,150	70,450	70,750	71,050	72,0

2006 / 2007

05/06 Step	Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DC
	1	41,532	41,882	42,232	42,582	43,282	43,632	43,982	44,332	45,3
1	2	41,832	42,182	42,532	42,882	43,582	43,932	44,282	44,632	45,6
2	3	42,132	42,482	42,832	43,182	43,882	44,232	44,582	44,932	45,9
3	4	42,966	43,316	43,666	44,016	44,716	45,066	45,416	45,766	46,7
4	5	43,824	44,174	44,524	44,874	45,574	45,924	46,274	46,624	47,6
5	6	45,034	45,384	45,734	46,084	46,784	47,134	47,484	47,834	48,8
6	7	46,710	47,060	47,410	47,760	48,460	48,810	49,160	49,510	50,5
7	8	48,810	49,160	49,510	49,860	50,560	50,910	51,260	51,610	52,6
8	9	50,537	50,887	51,237	51,587	52,287	52,637	52,987	53,337	54,3
9	10	52,160	52,510	52,860	53,210	53,910	54,260	54,610	54,960	55,9
10	11	54,007	54,357	54,707	55,057	55,757	56,107	56,457	56,807	57,8
11	12	56,397	56,747	57,097	57,447	58,147	58,497	58,847	59,197	60,1

12	13	60,826	61,176	61,526	61,876	62,576	62,926	63,276	63,626	64,6
13	14	62,751	63,101	63,451	63,801	64,501	64,851	65,201	65,551	66,5
14	15	65,394	65,744	66,094	66,444	67,144	67,494	67,844	68,194	69,1
15 - 16	16	70,750	71,100	71,450	71,800	72,500	72,850	73,200	73,550	74,5

The salaries of those employees who were "off-guide" in 2005/2006 will increase by the negotiated amounts. No additional employees will move "off-guide."

2007 / 2008

06/07 Step	Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DC
1 - 2	1	44,809	45,184	45,559	45,934	46,684	47,059	47,434	47,809	48,8
3	2	45,009	45,384	45,759	46,134	46,884	47,259	47,634	48,009	49,0
4	3	45,209	45,584	45,959	46,334	47,084	47,459	47,834	48,209	49,2
5	4	45,409	45,784	46,159	46,534	47,284	47,659	48,034	48,409	49,4
6	5	47,085	47,460	47,835	48,210	48,960	49,335	49,710	50,085	51,0
7	6	48,810	49,185	49,560	49,935	50,685	51,060	51,435	51,810	52,8
8	7	50,912	51,287	51,662	52,037	52,787	53,162	53,537	53,912	54,9
9	8	52,535	52,910	53,285	53,660	54,410	54,785	55,160	55,535	56,5
10	9	54,382	54,757	55,132	55,507	56,257	56,632	57,007	57,382	58,3
11	10	57,875	58,250	58,625	59,000	59,750	60,125	60,500	60,875	61,8
12	11	61,375	61,750	62,125	62,500	63,250	63,625	64,000	64,375	65,3
13	12	64,875	65,250	65,625	66,000	66,750	67,125	67,500	67,875	68,8
14	13	68,875	69,250	69,625	70,000	70,750	71,125	71,500	71,875	72,8
15 - 16	14	72,875	73,250	73,625	74,000	74,750	75,125	75,500	75,875	76,8

The salaries of those employees who were "off-guide" in 2006/2007 will increase by the negotiated amounts. No additional employees will move "off-guide."

2008 / 2009

07/08 Step	Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DC
	1	46,335	46,715	47,095	47,475	48,235	48,615	48,995	49,375	50,335
1	2	46,535	46,915	47,295	47,675	48,435	48,815	49,195	49,575	50,535
2	3	46,735	47,115	47,495	47,875	48,635	49,015	49,395	49,775	50,735
3	4	46,935	47,315	47,695	48,075	48,835	49,215	49,595	49,975	50,935
4	5	47,135	47,515	47,895	48,275	49,035	49,415	49,795	50,175	51,135
5	6	48,860	49,240	49,620	50,000	50,760	51,140	51,520	51,900	52,860
6	7	50,962	51,342	51,722	52,102	52,862	53,242	53,622	54,002	55,062
7	8	53,285	53,665	54,045	54,425	55,185	55,565	55,945	56,325	57,385
8	9	54,932	55,312	55,692	56,072	56,832	57,212	57,592	57,972	58,932
9	10	59,025	59,405	59,785	60,165	60,925	61,305	61,685	62,065	63,025
10	11	63,025	63,405	63,785	64,165	64,925	65,305	65,685	66,065	67,025
11	12	67,025	67,405	67,785	68,165	68,925	69,305	69,685	70,065	71,025
12	13	71,025	71,405	71,785	72,165	72,925	73,305	73,685	74,065	75,025
13 - 14	14	75,025	75,405	75,785	76,165	76,925	77,305	77,685	78,065	79,025

The salaries of those employees who were "off-guide" in 2007/2008 will increase by the negotiated amounts. No additional employees will move "off-guide."

2009 / 2010

08/09 Step	Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DC
1	1	48,011	48,391	48,771	49,151	49,911	50,291	50,671	51,051	52,011
2	2	48,220	48,600	48,980	49,360	50,120	50,500	50,880	51,260	52,220
3	3	48,420	48,800	49,180	49,560	50,320	50,700	51,080	51,460	52,420
4	4	48,610	48,990	49,370	49,750	50,510	50,890	51,270	51,650	52,610
5	5	48,910	49,290	49,670	50,050	50,810	51,190	51,570	51,950	52,910
6	6	51,012	51,392	51,772	52,152	52,912	53,292	53,672	54,052	55,012
7	7	54,035	54,415	54,795	55,175	55,935	56,315	56,695	57,075	58,035

8	8	55,482	55,862	56,242	56,622	57,382	57,762	58,142	58,522	59,5
9	9	59,785	60,165	60,545	60,925	61,685	62,065	62,445	62,825	63,8
10	10	63,785	64,165	64,545	64,925	65,685	66,065	66,445	66,825	67,8
11	11	68,035	68,415	68,795	69,175	69,935	70,315	70,695	71,075	72,0
12	12	72,535	72,915	73,295	73,675	74,435	74,815	75,195	75,575	76,5
13 - 14	13	77,185	77,565	77,945	78,325	79,085	79,465	79,845	80,225	81,2

The salaries of those employees who were "off-guide" in 2008/2009 will increase by the negotiated amounts. No additional employees will move "off-guide."

Chesterfield Paraprofessional Salary Guide

Step	06-07
1	14,636
2	14,936
3	15,236
4	15,607
5	16,504

	42,132	42,482	42,832	43,182	43,882	44,232	44,582	44,932	45,932
4	42,966	43,316	43,666	44,016	44,716	45,066	45,416	45,766	46,766
5	43,824	44,174	44,524	44,874	45,574	45,924	46,274	46,624	47,624
6	45,034	45,384	45,734	46,084	46,784	47,134	47,484	47,834	48,834
7	46,710	47,060	47,410	47,760	48,460	48,810	49,160	49,510	50,510
8	48,810	49,160	49,510	49,860	50,560	50,910	51,260	51,610	52,610
9	50,537	50,887	51,237	51,587	52,287	52,637	52,987	53,337	54,337
10	52,160	52,510	52,860	53,210	53,910	54,260	54,610	54,960	55,960
11	54,007	54,357	54,707	55,057	55,757	56,107	56,457	56,807	57,807
12	56,397	56,747	57,097	57,447	58,147	58,497	58,847	59,197	60,197
13	60,826	61,176	61,526	61,876	62,576	62,926	63,276	63,626	64,626
14	62,751	63,101	63,451	63,801	64,501	64,851	65,201	65,551	66,551
15	65,394	65,744	66,094	66,444	67,144	67,494	67,844	68,194	69,194
16	70,750	71,100	71,450	71,800	72,500	72,850	73,200	73,550	74,550
Off					82,128			88,270	80,710

2007-08

Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DOC
1-3	44,809	45,184	45,559	45,934	46,684	47,059	47,434	47,809	48,809
4	45,009	45,384	45,759	46,134	46,884	47,259	47,634	48,009	49,009
5	45,209	45,584	45,959	46,334	47,084	47,459	47,834	48,209	49,209
6	45,409	45,784	46,159	46,534	47,284	47,659	48,034	48,409	49,409
7	47,085	47,460	47,835	48,210	48,960	49,335	49,710	50,085	51,085
8	48,810	49,185	49,560	49,935	50,685	51,060	51,435	51,810	52,810
9	50,912	51,287	51,662	52,037	52,787	53,162	53,537	53,912	54,912
10	52,535	52,910	53,285	53,660	54,410	54,785	55,160	55,535	56,535
11	54,382	54,757	55,132	55,507	56,257	56,632	57,007	57,382	58,382

12	57,875	58,250	58,625	59,000	59,750	60,125	60,500	60,875	61,875
13	61,375	61,750	62,125	62,500	63,250	63,625	64,000	64,375	65,375
14	64,875	65,250	65,625	66,000	66,750	67,125	67,500	67,875	68,875
15	68,875	69,250	69,625	70,000	70,750	71,125	71,500	71,875	72,875
16	72,875	73,250	73,625	74,000	74,750	75,125	75,500	75,875	76,875
OFF					84,378			90,595	83,035

2008-09

Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DOC
1	46,335	46,715	47,095	47,475	48,235	48,615	48,995	49,375	50,375
2-4	46,535	46,915	47,295	47,675	48,435	48,815	49,195	49,575	50,575
5	46,735	47,115	47,495	47,875	48,635	49,015	49,395	49,775	50,775
6	46,935	47,315	47,695	48,075	48,835	49,215	49,595	49,975	50,975
7	47,135	47,515	47,895	48,275	49,035	49,415	49,795	50,175	51,175
8	48,860	49,240	49,620	50,000	50,760	51,140	51,520	51,900	52,900
9	50,962	51,342	51,722	52,102	52,862	53,242	53,622	54,002	55,002
10	53,285	53,665	54,045	54,425	55,185	55,565	55,945	56,325	57,325
11	54,932	55,312	55,692	56,072	56,832	57,212	57,592	57,972	58,972
12	59,025	59,405	59,785	60,165	60,925	61,305	61,685	62,065	63,065
13	63,025	63,405	63,785	64,165	64,925	65,305	65,685	66,065	67,065
14	67,025	67,405	67,785	68,165	68,925	69,305	69,685	70,065	71,065
15	71,025	71,405	71,785	72,165	72,925	73,305	73,685	74,065	75,065
16	75,025	75,405	75,785	76,165	76,925	77,305	77,685	78,065	79,065
OFF					86,553			92,785	85,225

2009-10

Step	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DOC
1-2	48,011	48,391	48,771	49,151	49,911	50,291	50,671	51,051	52,051
3-5	48,220	48,600	48,980	49,360	50,120	50,500	50,880	51,260	52,260
6	48,420	48,800	49,180	49,560	50,320	50,700	51,080	51,460	52,460
7	48,610	48,990	49,370	49,750	50,510	50,890	51,270	51,650	52,650
8	48,910	49,290	49,670	50,050	50,810	51,190	51,570	51,950	52,950
9	51,012	51,392	51,772	52,152	52,912	53,292	53,672	54,052	55,052
10	54,035	54,415	54,795	55,175	55,935	56,315	56,695	57,075	58,075
11	55,482	55,862	56,242	56,622	57,382	57,762	58,142	58,522	59,522
12	59,785	60,165	60,545	60,925	61,685	62,065	62,445	62,825	63,825
13	63,785	64,165	64,545	64,925	65,685	66,065	66,445	66,825	67,825
14	68,035	68,415	68,795	69,175	69,935	70,315	70,695	71,075	72,075
15	72,535	72,915	73,295	73,675	74,435	74,815	75,195	75,575	76,575
16	77,185	77,565	77,945	78,325	79,085	79,465	79,845	80,225	81,225
OFF					88,713			94,945	87,385

**CHESTERFIELD TOWNSHIP BOARD OF EDUCATION
SCHEDULE B
SECRETARY SALARY GUIDE**

Step	Years of Experience		2006-2007	
1	0		24,241	
2	1		25,241	
3	2		26,241	
4	3		27,241	
5	4		28,241	
6	5		29,241	
7	6		30,241	
8	7		31,241	
9	8		32,240	
10	9		33,239	
11	10		34,239	

**CHESTERFIELD TOWNSHIP BOARD OF EDUCATION
SCHEDULE C
CUSTODIAN SALARY GUIDE**

Step	Years of Experience	2006-2007
1	0	25,290
2	1	26,204
3	2	27,353
4	3	28,590
5	4	29,827
6	5	31,064
7	6	32,300
8	7	33,537
9	8	33,537
10	9	33,537
11	10	33,537