

2010-2013
NEGOTIATED AGREEMENT
between
THE CHESTERFIELD TOWNSHIP
BOARD OF EDUCATION
and
THE CHESTERFIELD TOWNSHIP
EDUCATION ASSOCIATION

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2010-2013
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, 2010, and ending on June 30, 2013.

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, Assistant Principal, Supervisor of Curriculum and Instruction, Business Administrator/Board Secretary, Administrative Secretary to the BA/BS, Business Office Secretary, Business Office Secretary/Payroll, Facilities Manager, 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 New Jersey certified employees represented by the Association, (including the Learning Disabilities Teaching Consultant (LDTC), Nurse, Speech, Psychologist and Social Worker).

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 and to the Library/Media Center Aide.

II CONTRACT PARAMETERS (Effective 2010-2013)

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 FEEA. 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 eighty-five percent of 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 CTEA.

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 party 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 this Agreement, 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. The Superintendent/designee 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/her 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 Executive 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 Association shall form an Advisory Committee composed of up to two representatives of the Board, up to two representatives of the Association, 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 Paraprofessional 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. Child Care Leave

a. A Staff Member may request Child Care leave after the birth or adoption of a child. To be eligible for Child Care 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 Child Care 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, except in the event of an emergency, and shall include a termination date as follows:

Professional Staff Member's leave shall terminate either August 31st or at the end of marking period intervals.

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

Paraprofessionals' leave shall terminate either August 31st or at the end of marking period intervals.

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 Child Care 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 Child Care 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, domestic partner).

Up to two (2) days may be granted for the death of an aunt or uncle once a year; however, the Superintendent may grant a waiver to this limit under extenuating circumstances.

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 the regular 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/she feel it necessary, consult with the School Board. He/she should keep in mind the importance of efficient school operation, classroom continuity, and employee morale when making his/her 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 Sub Finder 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 Sub Finder 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 Sub Finder, 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 27 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. All current members shall be grandfathered.

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 27 hours per week) (employee only) coverage for Dental Insurance. Full-time employment is defined as more than 27 hours per week. All current members shall be grandfathered. 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.

Employees shall have the option to purchase family or husband/wife dental coverage at the Board of Education's cost.

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 27 hours per week) for Prescription Insurance. Full-time employment is defined as more than 27 hours per week. All current members shall be grandfathered.

| | | | |
|---------------------------------|-----------------|--------------|--|
| 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.

E. Medical coverage waiver effective July 1, 2010:

- Employee/spouse-\$2,400
- Family-\$2,800

IX BENEFITS AT RETIREMENT**A. 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, Custodian or Paraprofessional 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 YEAR

A. 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. Beginning in 2011-2012 the in-school work year for Professional Staff Members on a ten (10) month basis shall not exceed one hundred eighty-four (184) days with four (4) of those days devoted to meetings and in-service days and with three (3) minimum days for students included at the end of the school year.

Beginning in 2010-2011 new hires to the district will attend two (2) additional in-service days prior to the first day of school. This only applies to teachers beginning their first year in Chesterfield Township Public Schools. There will also be one additional in-service day for all staff.

B. School Secretary and Custodian In-School Work Year

1. The School Secretaries will work the in-school work year 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, Labor Day and the Friday before Labor Day, except when the Friday before Labor Day is scheduled as a school day in the Board approved school calendar. Should that occur, an additional Personal Day shall be granted. 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 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, Labor Day and the Friday before Labor Day, except when the Friday before Labor Day is scheduled as a school day in the Board approved school calendar. Should that occur, an additional Personal Day shall be granted. 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. 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. Beginning in 2010-2011 the in-school work year for Paraprofessionals 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 teachers shall, in addition to their duty-free lunch period, have at least 200 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 per State Regulations, 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.

E. Supervisory Assignments

Professional staff members may be assigned to up to 40 supervisory assignments per school year without additional compensation. For each supervisory assignment in excess of 40, the staff member shall be compensated at the rate of \$10.00 per assignment.

A supervisory assignment is defined as follows: two (2) arrival/dismissal duties equal one (1) supervisory assignment; One (1) recess duty equals one (1) supervisory assignment.

This provision shall expire upon the expiration of this Agreement and shall not be considered as part of the status quo thereafter.

XIV STAFF MEMBER WORK DAY/WEEK

A. Professional Staff Member Work Day

Professional Staff Members will report 10 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. The total Professional Staff Member workday shall not exceed 7.08 hours (seven hours and five minutes) 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 students have departed, 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 183 days for 2010-2011 and 184 days beginning in 2011-2012) 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 10 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 will not leave the school until the students have departed. The total Paraprofessional Staff Member workday shall not exceed 7.08 hours (seven hours and five minutes) unless negotiated otherwise. He/she is entitled to a thirty (30) minute duty-free lunch break each day.

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 students have departed, 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 five (5) 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 five (5) 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 or Facilities Manager. A conference will be scheduled within five (5) 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 five (5) 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 one (1) formal evaluation 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. An 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.

F. During any one school year, the maximum total payments to all Professional Staff Members will not exceed \$15,000.00. 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 Board.

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

C. 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.

D. 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.

For Secretaries and Custodians 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.

For Paraprofessionals the course reimbursement will be paid according to the undergraduate rate of Rutgers for a maximum of 9 semester hours per school year (July 1st to June 30th) as approved by the Superintendent and Board.

E. 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.

F. For matters of reimbursement, School Secretaries, Paraprofessionals, Library Media Center Aides 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.

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 any time 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. 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. Summer Pay Option

Ten (10) month employees shall be offered the option to receive pay over 12 months, on the 15th and 30th of each month.

D. 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: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$350.00 | \$363.00 | \$376.00 |

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: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$650.00 | \$674.00 | \$698.00 |

Character Education Advisor

| | | | |
|--------------|------------------|------------------|------------------|
| School year: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$295.00 | \$306.00 | \$317.00 |

Bowling Advisor

| | | | |
|--------------|------------------|------------------|------------------|
| School year: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$325.00 | \$337.00 | \$349.00 |

RIST

| | | | |
|--------------|------------------|------------------|------------------|
| School year: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$450.00 | \$466.00 | \$483.00 |

Teacher-In-Charge

| | | | |
|--------------|------------------|------------------|------------------|
| School year: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$575.00 | \$596.00 | \$617.00 |

2) Overnight Activities

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

| | | | |
|--------------|------------------|------------------|------------------|
| School year: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$260.00 | \$269.00 | \$279.00 |

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, 2010).

| | | | |
|--------------|------------------|------------------|------------------|
| School year: | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
| | \$48.00 | \$50.00 | \$52.00 |

5) Mentoring Language

A mentor is a Professional Staff Member who provides assistance to new employees holding a Provisional Certificate. The mentor must provide the support as outlined by law in DOE mentoring guidelines.

Mentoring positions shall be advertised, as per Article XXI in this Agreement, to all tenured teaching staff by August 1 or at such time during the school year as needed.

XXIII MISCELLANEOUS SALARY/PAYROLL RELATED ISSUES FOR SCHOOL PARAPROFESSIONALS, 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. Checks will be available and dated the last workday before Winter and Spring breaks, which include a pay date.

B. Summer Pay Option

Ten (10) month employees shall be offered the option to receive pay over 12 months, on the 15th and 30th of each month.

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>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
|--------------------------|------------------|------------------|------------------|
| <u>Marking Period I</u> | \$325.00 | \$337.00 | \$349.00 |
| <u>Marking Period II</u> | \$ 75.00 | \$ 78.00 | \$ 81.00 |

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, Schedule B, and Schedule C.

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:

$$\frac{\text{SALARY FROM GUIDE}}{200} = A; \quad \frac{A}{7.08} = B; \quad B \times \text{DAILY HOURS} = C;$$

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

7. EXPLANATION OF 2010-2013 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 D, School Secretary Guide, Schedule E, Custodian Salary Guide and Schedule F, 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) year 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, 2010 and continue in full force and effect without change until June 30, 2013.

D. Signed, Dated and Certified by:

President
Chesterfield Township Board of Education

Vice-President
Chesterfield Township Board of Education

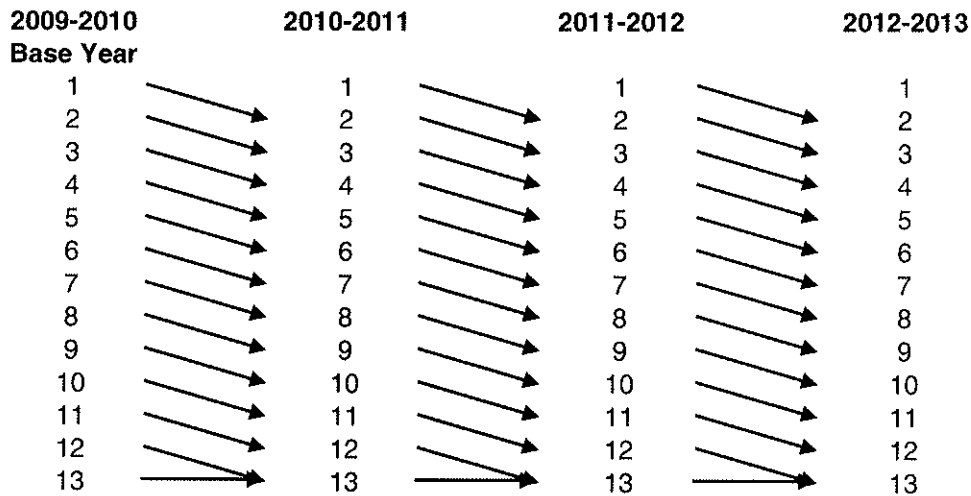
President
Chesterfield Township Education Association

Secretary
Chesterfield Township Education Association

Ratified by the Chesterfield Township Education Association on _____

Ratified by the Chesterfield Township Board of Education on May 3, 2010.

Chesterfield Teacher Salary Guides - Movement Chart



2010 / 2011 School Year

| 09/10 Step | Step | BA | BA+9 | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 | DOC |
|------------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 1 | 48,731 | 49,117 | 49,503 | 49,889 | 50,661 | 51,047 | 51,433 | 51,819 | 52,834 |
| 1 | 2 | 48,943 | 49,329 | 49,715 | 50,101 | 50,873 | 51,259 | 51,645 | 52,031 | 53,046 |
| 2 | 3 | 49,146 | 49,532 | 49,918 | 50,304 | 51,076 | 51,462 | 51,848 | 52,234 | 53,249 |
| 3 | 4 | 49,339 | 49,725 | 50,111 | 50,497 | 51,269 | 51,655 | 52,041 | 52,427 | 53,442 |
| 4 | 5 | 49,644 | 50,030 | 50,416 | 50,802 | 51,574 | 51,960 | 52,346 | 52,732 | 53,747 |
| 5 | 6 | 51,777 | 52,163 | 52,549 | 52,935 | 53,707 | 54,093 | 54,479 | 54,865 | 55,880 |
| 6 | 7 | 54,846 | 55,232 | 55,618 | 56,004 | 56,776 | 57,162 | 57,548 | 57,934 | 58,949 |
| 7 | 8 | 56,314 | 56,700 | 57,086 | 57,472 | 58,244 | 58,630 | 59,016 | 59,402 | 60,417 |
| 8 | 9 | 60,682 | 61,068 | 61,454 | 61,840 | 62,612 | 62,998 | 63,384 | 63,770 | 64,785 |
| 9 | 10 | 64,742 | 65,128 | 65,514 | 65,900 | 66,672 | 67,058 | 67,444 | 67,830 | 68,845 |
| 10 | 11 | 69,056 | 69,442 | 69,828 | 70,214 | 70,986 | 71,372 | 71,758 | 72,144 | 73,159 |
| 11 | 12 | 73,623 | 74,009 | 74,395 | 74,781 | 75,553 | 75,939 | 76,325 | 76,711 | 77,726 |
| 12 - 13 | 13 | 78,343 | 78,729 | 79,115 | 79,501 | 80,273 | 80,659 | 81,045 | 81,431 | 82,446 |

The salaries of those employees who were "off-guide" in 2009/2010 will increase by the negotiated amounts. No additional employees will move "off-guide."

Chesterfield Teacher Salary Guides
2011 / 2012 School Year

| 10/11 Step | Step | BA | BA+9 | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 | DOC |
|------------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 1 | 49,353 | 49,743 | 50,133 | 50,523 | 51,303 | 51,693 | 52,083 | 52,473 | 53,498 |
| 1 | 2 | 49,503 | 49,893 | 50,283 | 50,673 | 51,453 | 51,843 | 52,233 | 52,623 | 53,648 |
| 2 | 3 | 49,653 | 50,043 | 50,433 | 50,823 | 51,603 | 51,993 | 52,383 | 52,773 | 53,798 |
| 3 | 4 | 49,847 | 50,237 | 50,627 | 51,017 | 51,797 | 52,187 | 52,577 | 52,967 | 53,992 |
| 4 | 5 | 50,155 | 50,545 | 50,935 | 51,325 | 52,105 | 52,495 | 52,885 | 53,275 | 54,300 |
| 5 | 6 | 52,310 | 52,700 | 53,090 | 53,480 | 54,260 | 54,650 | 55,040 | 55,430 | 56,455 |
| 6 | 7 | 55,410 | 55,800 | 56,190 | 56,580 | 57,360 | 57,750 | 58,140 | 58,530 | 59,555 |
| 7 | 8 | 56,894 | 57,284 | 57,674 | 58,064 | 58,844 | 59,234 | 59,624 | 60,014 | 61,039 |
| 8 | 9 | 61,307 | 61,697 | 62,087 | 62,477 | 63,257 | 63,647 | 64,037 | 64,427 | 65,452 |
| 9 | 10 | 65,409 | 65,799 | 66,189 | 66,579 | 67,359 | 67,749 | 68,139 | 68,529 | 69,554 |
| 10 | 11 | 69,767 | 70,157 | 70,547 | 70,937 | 71,717 | 72,107 | 72,497 | 72,887 | 73,912 |
| 11 | 12 | 74,381 | 74,771 | 75,161 | 75,551 | 76,331 | 76,721 | 77,111 | 77,501 | 78,526 |
| 12 - 13 | 13 | 79,150 | 79,540 | 79,930 | 80,320 | 81,100 | 81,490 | 81,880 | 82,270 | 83,295 |

*The salaries of those employees who were "off-guide" in 2010/2011 will increase by the negotiated amounts.
 No additional employees will move "off-guide."*

2012 / 2013 School Year

| 11/12 Step | Step | BA | BA+9 | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 | DOC |
|------------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 1 | 50,005 | 50,400 | 50,795 | 51,190 | 51,979 | 52,374 | 52,769 | 53,164 | 54,202 |
| 1 | 2 | 50,155 | 50,550 | 50,945 | 51,340 | 52,129 | 52,524 | 52,919 | 53,314 | 54,352 |
| 2 | 3 | 50,305 | 50,700 | 51,095 | 51,490 | 52,279 | 52,674 | 53,069 | 53,464 | 54,502 |
| 3 | 4 | 50,455 | 50,850 | 51,245 | 51,640 | 52,429 | 52,824 | 53,219 | 53,614 | 54,652 |
| 4 | 5 | 50,767 | 51,162 | 51,557 | 51,952 | 52,741 | 53,136 | 53,531 | 53,926 | 54,964 |
| 5 | 6 | 52,949 | 53,344 | 53,739 | 54,134 | 54,923 | 55,318 | 55,713 | 56,108 | 57,146 |
| 6 | 7 | 56,086 | 56,481 | 56,876 | 57,271 | 58,060 | 58,455 | 58,850 | 59,245 | 60,283 |
| 7 | 8 | 57,588 | 57,983 | 58,378 | 58,773 | 59,562 | 59,957 | 60,352 | 60,747 | 61,785 |
| 8 | 9 | 62,055 | 62,450 | 62,845 | 63,240 | 64,029 | 64,424 | 64,819 | 65,214 | 66,252 |
| 9 | 10 | 66,207 | 66,602 | 66,997 | 67,392 | 68,181 | 68,576 | 68,971 | 69,366 | 70,404 |
| 10 | 11 | 70,618 | 71,013 | 71,408 | 71,803 | 72,592 | 72,987 | 73,382 | 73,777 | 74,815 |
| 11 | 12 | 75,289 | 75,684 | 76,079 | 76,474 | 77,263 | 77,658 | 78,053 | 78,448 | 79,486 |
| 12 - 13 | 13 | 80,115 | 80,510 | 80,905 | 81,300 | 82,089 | 82,484 | 82,879 | 83,274 | 84,312 |

*The salaries of those employees who were "off-guide" in 2011/2012 will increase by the negotiated amounts.
 No additional employees will move "off-guide."*

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

| Step | Years of Experience | 2010-2011 | 2011-2012 | 2012-2013 |
|-------------|----------------------------|------------------|------------------|------------------|
| 1 | 0 | 26,359 | 27,166 | 28,030 |
| 2 | 1 | 27,520 | 28,362 | 29,264 |
| 3 | 2 | 28,542 | 29,415 | 30,351 |
| 4 | 3 | 29,564 | 30,469 | 31,438 |
| 5 | 4 | 30,586 | 31,522 | 32,525 |
| 6 | 5 | 31,608 | 32,576 | 33,612 |
| 7 | 6 | 32,631 | 33,629 | 34,699 |
| 8 | 7 | 33,653 | 34,683 | 35,786 |
| 9 | 8 | 34,675 | 35,736 | 36,873 |
| 10 | 9 | 35,697 | 36,790 | 37,960 |
| 11 | 10 | 36,771 | 37,896 | 39,101 |

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

| Step | Years of Experience | 2010-2011 | 2011-2012 | 2012-2013 |
|-------------|----------------------------|------------------|------------------|------------------|
| 1 | 0 | 32,056 | 33,037 | 34,088 |
| 2 | 1 | 32,990 | 34,000 | 35,081 |
| 3 | 2 | 34,165 | 35,210 | 36,330 |
| 4 | 3 | 35,429 | 36,514 | 37,675 |
| 5 | 4 | 36,694 | 37,817 | 39,019 |
| 6 | 5 | 37,958 | 39,120 | 40,364 |
| 7 | 6 | 39,222 | 40,422 | 41,707 |
| 8 | 7 | 40,486 | 41,725 | 43,052 |
| 9 | 8 | 40,486 | 41,725 | 43,052 |
| 10 | 9 | 40,486 | 41,725 | 43,052 |
| 11 | 10 | 40,486 | 41,725 | 43,052 |

**CHESTERFIELD TOWNSHIP BOARD OF EDUCATION
SCHEDULE F
PARAPROFESSIONAL SALARY GUIDE**

| Step | Years of Experience | 2010-2011 | 2011-2012 | 2012-2013 |
|-------------|----------------------------|------------------|------------------|------------------|
| | | | | |
| 1 | 0 | 17,531 | 18,067 | 18,642 |
| 2 | 1 | 17,837 | 18,383 | 18,968 |
| 3 | 2 | 18,144 | 18,699 | 19,294 |
| 4 | 3 | 18,451 | 19,015 | 19,620 |
| 5 | 4 | 18,757 | 19,331 | 19,946 |