



**Contractual Agreement
Between The
Chester School District
And The
Chester Educational Support Personnel
Association**

July 1, 2008 to June 30, 2011



TABLE OF CONTENTS

PREAMBLE	page 2
Article 1 – Recognition	page 2
Article Two – Negotiation Procedures	page 2
Article Three – Jurisdiction & Authority of School Board	page 2
Article Four – Grievance Procedure	page 3, 4, 5
Article Five – Disciplinary Procedures	page 5, 6
Article Six – Vacancies and Postings	page 6
Article Seven – Compensation and Fringe Benefits	page 6, 7, 8,9
Article Eight – Benefits	page 9
Article Nine – Leaves	page 10,11,12
Article Ten – Holidays	page 12
Article Eleven – Professional Development	page 12,13
Article Twelve – Dues Deduction	page 13
Article Thirteen – Probationary Period	page 13
Article Fourteen – Evaluation	page 14
Article Fifteen – Reduction In Force	page 14,15
Article Sixteen – Intent To Negotiate	page 15
Article Seventeen – Zipper Clause	page 15
Article Eighteen – Duration of Contract	page 16

PREAMBLE

The Chester School Board of the Chester School District hereinafter referred to as the "Board" and the Chester Educational Support Personnel Association, NEA-NH and NEA, hereinafter referred to as the "Association", Agrees as follows:

ARTICLE 1 RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of all instructional assistants who are employed by the Chester School District for the purpose of negotiations with the Board with respect to salaries and terms as per NH RSA 273-A.
- 1.2 Instructional assistants include aides, tutors, and title one positions.
- 1.3 Excluded from the unit are supervisory administrative personnel.
- 1.4 "Certified employees" shall mean employees who hold N.H. Paraeducator certification or N.H. Teacher certification through the N.H. Department of Education.

ARTICLE TWO NEGOTIATION PROCEDURES

Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A, Public Employees Labor Relations Law.

ARTICLE THREE JURISDICTION and AUTHORITY OF SCHOOL BOARD

- 3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District. However, such policies and rules shall be in accordance with this Agreement, where applicable.
- 3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

ARTICLE FOUR GRIEVANCE PROCEDURE

4.1 DEFINITIONS:

1. A grievance is a claim of an alleged violation of a specific provision of this agreement. A grievance, to be considered under this procedure, must be initiated, in writing, by the employee or the Association within 15 school days of its occurrence.
2. An aggrieved person is the person or persons making the complaint.
3. The term "days" shall be interpreted as meaning school days unless otherwise stipulated.
4. At all stages of the grievance procedure, the employee or the Association shall be entitled to a representative of her/his choice.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be communicated in any way to a prospective employer.
6. All parties at interest in a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in processing of a grievance.

4.2 PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise concerning the application of the terms of this agreement.
2. Both parties agree that these proceedings will be kept confidential

4.3 STRUCTURE:

1. The Principal is designated as the administrative representative for Level One procedure.
2. The Superintendent is designated as the administrative representative for Level Two procedures.
3. A grievance may be withdrawn at any level.

4.4 INITIATIONS AND PROCESSING:

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.

ARTICLE 4 continued:

4.4.1 Level One - Principal

Any employee who has a grievance shall first meet with the principal in an attempt to resolve the matter. If the situation is not resolved, the employee may within five (5) school days, set forth his/her grievance in writing, to the principal specifying:

- a) The nature of the grievance and the date occurred;
- b) The specific provision of the agreement alleged to have been violated;
- c) The nature and extent of the injury, loss or inconvenience;
- d) The result of previous discussions;
- e) Her/his dissatisfaction with decisions previously rendered; and
- f) The remedy sought

The principal shall communicate her/his decision to the employee, in writing, within five (5) school days of receipt of the written grievance.

4.4.2 Level Two - Superintendent

The employee, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal must be made, in writing, reciting the matter submitted to the Principal, as specified in (a) through (f) above. The Superintendent shall meet with the employee to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision, in writing, to the employee and the principal within five (5) school days of his meeting with the employee.

4.4.3 Level Three - School Board

If the grievance is not resolved to the grievant's satisfaction, she/he, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board shall hold a hearing with the grievant within ten (10) school days of the request and render a decision, in writing, within fifteen (15) school days of the hearing.

4.4.4 Level Four - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the employee grievant, and s/he wishes review by a third party, she/he shall so notify the Association within five (5) school days of receipt of the School Board's decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Superintendent within ten (10) school days of receipt of the School Board's decision.

ARTICLE 4 continued:

4.5 SECURING PROCEDURE:

1. The parties agree to abide by the rules of the American Arbitration Association
2. The arbitrator shall limit himself/herself to the issues submitted to her/him and shall consider nothing else. She/he can add nothing to, nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be binding upon both parties subject to the provisions of RSA: 542 and be rendered, in writing, within thirty (30) calendar days from the conclusion of her/his investigation.
3. The fees and expenses of the arbitrator will be shared equally by the School Board and the Association.

**ARTICLE FIVE
DISCIPLINARY PROCEDURES**

5.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is taken.

5.2 All suspensions and discharges shall be in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.

5.3 Disciplinary action shall normally follow this order:

- a) An oral warning
- b) A written warning
- c) Suspension without pay
- d) Discharge

5.4 An employee may be suspended or discharged for the following reasons:

- a) Misconduct during employment
- b) Incompetence or inefficiency
- c) Failure to perform assigned duties
- d) Disobedience to his/her superior
- e) Intoxication while on duty
- f) Conviction of a felony
- g) Failure to observe rules and regulations
- h) Incompatibility with other employees
- i) Unauthorized absence from duty

5.5 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall rest with the Superintendent of Schools.

5.6 No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

ARTICLE 5 continued:

5.7 The personnel record of an employee shall be cleared of written reprimands after a period of one year from the date of the reprimand, providing there are no similar infractions committed during the intervening period.

5.8 The personnel record of an employee shall be cleared of suspension notices after a period of two years from the date of suspension, providing no similar infractions have been committed during the intervening period.

5.9 All employees shall have the right to review their records upon twenty-four- (24) hour notice to the SAU office.

5.10 No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement. The employee may attach a refutation or clarification to the material.

5.11 The administration shall give a copy of an evaluation to the employee within two (2) weeks of a formal observation. The employee may attach a refutation or clarification to the evaluation.

**ARTICLE SIX
VACANCIES AND POSTINGS**

The building administrator will post any openings for instructional assistants in a designated area in the teacher's lounge bulletin board. The building administrator, superintendent, and school board will approve any transfers.

**ARTICLE SEVEN
COMPENSATION AND FRINGE BENEFITS**

7.1 Contracted Year

185 days

7.2 Wage Scales

Category I
Uncertified Employees Not in Category II-a, II-b or III

(Same schedule as in prior agreement)

Step	2008-09	2009-10	2010-11
1	\$8.75	\$8.75	\$8.75
2	\$9.06	\$9.06	\$9.06
3	\$9.37	\$9.37	\$9.37
4	\$9.70	\$9.70	\$9.70
5	\$9.98	\$9.98	\$9.98
6	\$10.26	\$10.26	\$10.26
7	\$10.53	\$10.53	\$10.53
8	\$10.81	\$10.81	\$10.81
9	\$11.09	\$11.09	\$11.09
10	\$11.36	\$11.36	\$11.36
11	\$11.64	\$11.64	\$11.64
12	\$11.92	\$11.92	\$11.92
13	\$12.20	\$12.20	\$12.20
14	\$12.47	\$12.47	\$12.47
15	\$12.75	\$12.75	\$12.75

Category II-a

Employees with N.H. Paraeducator I Certification

(Wage rates increase 3.5% per year)

Step	2008-09	2009-10	2010-11
1	\$9.15	\$9.24	\$9.28
2	\$9.32	\$9.48	\$9.56
3	\$9.78	\$9.64	\$9.81
4	\$10.27	\$10.12	\$9.98
5	\$10.78	\$10.63	\$10.48
6	\$11.08	\$11.16	\$11.00
7	\$11.39	\$11.47	\$11.55
8	\$11.69	\$11.78	\$11.87
9	\$11.99	\$12.09	\$12.20
10	\$12.29	\$12.40	\$12.52
11	\$12.59	\$12.72	\$12.84
12	\$12.88	\$13.03	\$13.16
13	\$13.18	\$13.33	\$13.48
14	\$13.48	\$13.64	\$13.79
15	\$13.78	\$13.95	\$14.11

Category II-b

Employees with N.H. Paraeducator II Certification

(Wage rates increase 3.5%+ .20 cents per hr. / per year)

Step	2008-09	2009-10	2010-11
1	\$9.36	\$9.56	\$9.86
2	\$9.52	\$9.89	\$10.10
3	\$9.98	\$10.05	\$10.44
4	\$10.47	\$10.53	\$10.60
5	\$10.98	\$11.03	\$11.10
6	\$11.28	\$11.57	\$11.62
7	\$11.59	\$11.88	\$12.17
8	\$11.89	\$12.19	\$12.50
9	\$12.19	\$12.50	\$12.82
10	\$12.49	\$12.81	\$13.14
11	\$12.79	\$13.12	\$13.46
12	\$13.08	\$13.43	\$13.78
13	\$13.38	\$13.73	\$14.10
14	\$13.68	\$14.04	\$14.41
15	\$13.98	\$14.35	\$14.74

Category III
Employees with N.H. Teacher Certification

(Wage rates increase 3.5% per year)

Step	2008-2009	2009-2010	2010-2011
1	\$10.70	\$10.90	\$11.10
2	\$10.87	\$11.07	\$11.28
3	\$11.42	\$11.25	\$11.46
4	\$11.99	\$11.82	\$11.64
5	\$12.59	\$12.40	\$12.23
6	\$12.88	\$13.03	\$12.84
7	\$13.18	\$13.33	\$13.48
8	\$13.48	\$13.64	\$13.79
9	\$13.78	\$13.95	\$14.11
10	\$14.08	\$14.26	\$14.44
11	\$14.38	\$14.57	\$14.76
12	\$14.68	\$14.88	\$15.08
13	\$14.98	\$15.19	\$15.40
14	\$15.28	\$15.50	\$15.72
15	\$15.58	\$15.81	\$16.04

***NOTE:** Yearly compensation is based upon 6.5 hours per day for 193 (185 contracted plus 8 holidays) days, or 1254.5 hours.

7.3 Placement of New Employees on Wage Scales

7.3.1 New employees shall be hired according to the wage scales. The Superintendent or his/her designee may credit new hires with prior professional and/or teaching experience when determining the placement on the wage scales.

7.3.2 The District can hire above experience, but not less than years of experience. No new employee may be placed above the 15th step.

7.3.3 An employee working in the Chester School District for 91 days shall be given credit for a full year for the purposes of experience increases.

7.3.4 Employees currently above the fifteenth step on the pay scale, and those who move beyond the fifteenth step during the life of this contract, shall receive salary increases of 3.5%. Para II employees will be paid, per this agreement, an additional rate of .20 cents per hour, per year.

7.4 Annual Pay Schedule

7.4.1 The District will abide by NH RSA 275:43-II. Pay periods will be bi-weekly.

7.4.2 The first pay period will be *either the first or the second* Friday following Labor Day.

7.4.3 Employee pay will be calculated by the number of hours assigned multiplied by the rate of pay then multiplied by the number of days employed see section 7.1 (including the eight holidays for employees over 5 hours per day). Then will be divided by 21.

7.4.4 The District will monitor the employee's time off. If the employee exceeds her/his number of days then the District will recalculate the remainder of pay.

7.5 IRS 125 Plan

The District will offer employees participation in the IRS 125 plan.

7.6 Letters of Agreement – The District shall issue letters of agreement to continuing employees by June 1.

7.7 Delayed Opening and Early Closing

An employee may make up work time lost due to a delayed school opening and early school closing by participating in purposeful professional development activities authorized by the school principal. Such activities shall be determined in consultation with the Association.

ARTICLE EIGHT BENEFITS

8.1 Health

The District will allow the employee the option of joining one of the District's medical insurance plans at the employee's own expense. The District shall annually pay the premium cost, up to \$1,000, for each certified employee who elects medical insurance as per the Chester Education Association Agreement. Uncertified employees will be responsible for 100% of the cost for medical insurance.

8.2 Long Term Disability Insurance

The District will pay the premium for a long-term disability insurance plan with a 90-day waiting period that covers two-thirds of an employee's salary.

ARTICLE NINE LEAVES

9.1 Sick Leave

Sick Leave will be granted at a rate of eleven (11) sick days per year. Sick leave shall be interpreted to mean absence due to personal illness or illness in the immediate family. Immediate family is defined as spouse, dependent children, dependents, or family residing in the employee's household.

An employee may accumulate unused days to a maximum of 30 days.

9.2 Sick Leave Bank

- a. The Board shall recognize a Sick Leave Bank.
- b. The Association shall establish a Sick Leave Bank Committee.
- c. The Sick Leave Bank Committee and the District Office shall keep a record of the current total number of days in the Sick Leave Bank.
- d. Upon receipt of written authorization therefore, signed by the employee, the District Office shall:
 1. Deduct two days from the employee's unused sick leave.
 2. Add these two days to the Sick Leave Bank.

These written authorizations must be received by the District Office by September 15th for all contributing employees who are on a year-long contract. Authorization forms will be distributed with contracts. Any employee who joins the District after September 1st, and who wishes to contribute to the Sick Leave Bank, shall have two weeks from the first day of employment to get their written authorization in to the District Office.

- e. The Sick Leave Bank shall become effective on September 15th for all contributing employees on a year-long contract and upon receipt of their written authorization by the District Office for any contributing employee who joins the District after September 1st.
- f. In the event any contributing employee has used all of his/her accumulated sick leave because of extended or chronic illness, he/she shall apply to the Sick Leave Bank Committee for additional sick leave days to be drawn from the Sick Leave Bank.
- g. The Sick Leave Bank Committee shall be responsible for the approval of employee applications for the Sick Leave Bank and shall notify the District Office of the approved days. The District shall then withdraw the approved days from the Sick Leave Bank.
- h. Any unused portion of the Sick Leave Bank, at the end of each school year, shall be returned to the individual contributing employee's accumulated sick leave. When the unused sick days number less than an equal number for each employee at the end of the year, such balance shall remain in the bank.
- i. When the days in the bank fall below 15 days, those participating employees with sick leave days available shall contribute an additional day to replenish the bank.

9.3 Personal Leave

Personal leave will be granted at the rate of two (2) days per year. The principal shall be notified in

writing at least 48 hours in advance of such leave, except in the case of emergencies. Except in emergency situations approved by the principal personal leave shall not be granted on the day immediately prior to or immediately following a school holiday or vacation period.

9.4 Bereavement Leave

Bereavement leave in addition to personal leave will be granted at the rate of five (5) days for death in the immediate family. Immediate family shall be interpreted to mean spouse, domestic partner, children/dependents, parents, in-laws, grandparents, siblings, step family members, and family residing in the same household.

9.5 Child-rearing

A leave of absence of up to one work year (185 days) without pay or benefits shall be granted to a staff member for the purposes of child rearing. The School Board may grant a continuance to this leave of absence to provide continuity of instruction. This continuance shall be concluded at the end of the marking period when the staff member is scheduled to return to work. The staff member shall notify the Superintendent at least thirty (30) days prior to the date, on which leave is to begin, except in cases of emergency. Adoptive leave of absence, upon request, shall be granted for up to one work year (185 days) immediately following the adoption. The employee shall notify the Superintendent at least thirty (30) days prior to the date on which the child is physically turned over to the employee-parent, except in cases of emergency.

The request shall include the following:

1. The expected date of commencement of leave
2. The expected date of delivery
3. The expected date of return to employment

Failure to return from leave at its expiration will be considered as a resignation unless the Superintendent has extended such leave. Any change in the date of return shall require forty-five (45) calendar days' notice and the approval of the Superintendent. The Superintendent's decision shall be final.

The employee will supply a written clearance from their physician to return to work. This document will be supplied to the Superintendent before the employee is granted permission to return to work.

Upon return to duty, the employee shall be assigned to a position within the scope of his/her certification.

Should the employee decide to terminate employment at the end of the leave, the employee shall give the Board notice of such intent at least thirty (30) calendar days prior to the termination of the leave.

9.6 Association Leave

One day per year shall be granted to the employee elected by the CESPAs to attend the NEA-NH Delegates Assembly. One additional day shall be granted to the association for association business. The association shall reimburse the district for the substitute cost for this day.

9.7 Court, Official Actions

An employee called for jury duty, or to appear as a subpoenaed witness before any county, state or federal court (does not include plaintiff action in civil matters); or to appear before the New Hampshire Board of Education or New Hampshire Labor Relations Board shall not lose compensation or be required to utilize any other type of leave for the performance of such obligations. However, in any case where compensation for service is provided, the employee's pay shall be diminished by the amount of said compensation.

9.8 Other Leaves:

Leaves with or without pay, for any other purpose other than defined in this Agreement, may be approved at the Superintendent's discretion. If the Superintendent denies such a request for leave, the employee may appeal the denial to the Board, which shall place the request on a future agenda for consideration. The Board's decision shall be final and binding.

ARTICLE TEN HOLIDAYS

The District will grant eight (8) paid holidays over the course of the contracted year. Employees who work over 5 hours per day will be entitled to this benefit
The holidays are as follows:

Labor Day	Christmas Day
Veteran's Day	New Year's Day
Thanksgiving Day	Civil Rights Day
Day after Thanksgiving	Memorial Day

ARTICLE ELEVEN PROFESSIONAL DEVELOPMENT

11.1 Professional Day

11.1.1 Uncertified employees shall be granted up to one (1) professional day, and certified employees shall be granted up to two (2) professional days, for the following purposes:

- a) Attendance at conferences, professional meetings or workshops;
- b) Visitations to other schools;
- c) Other approved reasons.

11.1.2 Employees shall request such leave, in writing, at least two (2) weeks in advance. All professional day requests shall be made to and approved by the Superintendent or his designee.

11.2 Reimbursements for Professional Development

The District shall reimburse an uncertified employee up to \$120.00 per contract year, and a certified employee up to \$175 per contract year, for workshops or courses.

11.2.1 Employees may elect to be reimbursed by the district or request a purchase order for the professional day activity.

11.2.2 In order to be reimbursed, an employee must submit satisfactory proof of payment and attendance to the SAU Office within 30 days of completion of a course. In the case of a purchase order, the employee must submit satisfactory proof of attendance to the SAU Office within 30 days of the completion of the course. Failure to do so could result in the cost of the course, conference, workshop or meeting being deducted from the employee's salary.

11.3 Conferences/In-Service Day

When the Board requires the attendance of an employee at such a conference, workshop or meeting, the employee shall be reimbursed for all fees regardless of cost and for mileage at the IRS rate per mile.

ARTICLE TWELVE DUES DEDUCTION

The Board agrees to deduct dues for the Association and its affiliates from the salaries for those employees who have requested and authorized such deductions on forms approved by the parties and transmit the monies at each payroll period to the designated treasurer of the Association.

The employee must submit to the Superintendent the payroll deduction form on or before November 1.

Deductions shall be in equal amounts for all pay periods during the school year, beginning with the first pay period in September and ending with the last pay period in June.

The Association shall indemnify and save harmless the Chester School District against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Board as a direct consequence of the Board's compliance with the above.

ARTICLE THIRTEEN PROBATIONARY PERIOD

New Hires will adhere to a sixty- (60) calendar day probationary period. On or before the end of the probationary period the principal will recommend to the Superintendent, after a written evaluation, one of the following:

- a) Move the person to non-probationary status;
- b) Continue the probationary period for one additional thirty (30) day period and then perform a second evaluation; or,
- c) Service is ended

During the probationary period the employee does not qualify for any benefits and is not entitled to any seniority.

ARTICLE FOURTEEN EVALUATION

The District shall prepare and issue at least one evaluation report annually regarding the work performance of an employee. The report shall be based upon at least one classroom observation. If an employee is not assigned to a classroom, the observation will be made in an appropriate job related setting. The Administration shall have sole responsibility of evaluating the work of the employee. The Administration shall propose and issue the report(s). At least one report shall be issued on or before May 1.

ARTICLE FIFTEEN REDUCTION IN FORCE

Seniority, Reduction in Personnel, Lay-off and Recall

15.1 Seniority is the length of service within the District measured from the employee's date of hire. A probationary employee is considered to be without seniority until the end of the employee's probationary period.

15.2 Layoff shall be defined as a reduction in the work force occasioned by reasons other than voluntary termination or (disciplinary) discharge of employees. Circumstances at cause for a reduction in force shall be a cut in school funding by action of the legislative body causing the elimination of one or more positions, or the termination or change of a SPED IEP calling for the assignment of an employee.

15.3 The Board shall provide any employee to be laid off at least thirty- (30) day's notice of the layoff. An exception to such notice may occur in circumstances relating to SPED.

15.4 If a layoff is necessary the least senior employee (s) affected shall be laid-off...least senior employees first. In cases where an employee has a specialized skill called for in an IEP, seniority will not be criterion.

15.5 The Board shall prepare, deliver and post in a conspicuous place to the employees, on a semi-annual basis, a seniority list for the bargaining unit. The Board shall also deliver a copy of the seniority list to the CESPAs President. Such notification shall be made during the months of September and March. The Association shall review the list and bring to the Board's attention any errors therein or omissions there from within thirty (30) days of its receipt.

15.6 An employee upon termination, resignation, or retirement shall lose seniority. Upon transfer to

a non-bargaining unit position, an employee's seniority shall be suspended, subject to renewal when the employee returns to a position within the bargaining unit. This option will last for twelve (12) months.

15.7 Employees shall be eligible for recall for up to twelve (12) months. Employees shall be recalled in reverse order of layoff. No new employee shall be hired to a vacant position(s) unless laid off employees have been given the opportunity for recall. It is the responsibility of the employee to inform the District when she/he no longer wishes to be eligible for recall. It is the responsibility of the District to keep the employee informed of her/his current status.

15.8 Laid off employees shall be given priority consideration for substitute positions in their classification.

ARTICLE SIXTEEN INTENT TO NEGOTIATE

The Association will notify the Board of its intent to negotiate no later than May 15 of the year prior to the expiration of the Agreement. The Association's letter shall include an initial bargaining proposal and shall list suggested dates for negotiations. The Chester School Board shall respond in writing no later than June 1. The Board's letter shall include a counterproposal, the Board's negotiating team and the Association's negotiating team each shall supply the other with rationales for their bargaining proposals and any supporting documentation. The Board and the association shall endeavor to complete the negotiating process, including ratification, by November 1.

ARTICLE SEVENTEEN ZIPPER CLAUSE

The Board and the Association agree that this Agreement represents and incorporates the complete and final understanding and settlement by the parties in all bargainable issues, which were or could have been the subject of negotiations. No further negotiations will be conducted on any items whether contained herein or not during the life of this agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

**ARTICLE EIGHTEEN
DURATION OF CONTRACT**

This Agreement shall be effective July 1, 2008 and shall continue in full force and effect through June 30, 2011.

Signed the 2nd day of April 2008.

For The Chester School Board:

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

For the Association:

By: [Signature]

By: [Signature]

By: [Signature]