

**Agreement between the Franklin Township Board of Education and the Franklin Township Education Association for the Academic years 2005/2006, 2006/2007 and 2007/2008.**

**ARTICLE I - RECOGNITION**

A. UNIT

The Franklin Township Board of Education recognizes the Franklin Township Education Association of Warren County as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified teachers, school nurse, and paraprofessionals, whether under contract, on leave, employed or to be employed. All others are excluded.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term employee, when used in this agreement, shall refer to all employees represented by the association in the negotiating unit as defined.

C. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teacher" when used in this agreement, shall refer to all those employees who are required to hold appropriate certificates issued by the state board of examiners. Rights, privileges, benefits included in this agreement are structured for full-time teachers. Part-time teachers are to receive part-time benefits in proportion to their employment. For example a half-time teacher receives half-time benefits; this is exclusive of health coverage (see Article IV EMPLOYEE BENEFITS).

D. DEFINITION OF PARAPROFESSIONAL

Unless otherwise indicated the term paraprofessional when used in this agreement, shall refer to all those employees who work under the direction of a certificated teacher or administrator. Rights, privileges, benefits included in this agreement are structured for full-time paraprofessionals. Part-time paraprofessionals are to receive part-time benefits in proportion to their employment. For example a half-time paraprofessional receives half-time benefits; this is exclusive of health coverage (see Article IV EMPLOYEE BENEFITS).

E. DEFINITION OF FRANKLIN TOWNSHIP BOARD OF EDUCATION

Unless otherwise indicated, the term "board" when used hereinafter in this agreement, shall refer to the Franklin Township School Board of Education of the Franklin Township School District, Warren County.

**ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT**

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than the mandate set forth by the Public Employee Relations Commission in the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the board and the association and be adopted by the board.

B. MODIFICATION

This agreement shall not be modified in whole or in part by the board or the association except by an instrument in writing duly executed by the board and the association.

**ARTICLE III - GRIEVANCE PROCEDURE**

A. DEFINITION

1. Grievance - A "Grievance" is a claim by an employee or the association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.
2. Aggrieved Person - An "aggrieved person" is the person or persons or the association making the claim.
3. Party In Interest - A "party in interest" is the person or persons making the claim and any person including the association or the board, who might be required to take action or against whom action might be taken in order to resolve the claim

B. PURPOSE

The purpose of this procedure is to resolve differences at the lowest possible level, concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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C. PROCEDURE

1. Time Limits

- a. To be timely and effective, the aggrieved employee must institute action under the provisions of this Grievance Procedure within fourteen (14) school days after the event giving rise to the grievance. If a grievance has not been initiated within the foregoing time limit, the grievance shall be deemed to have been waived and abandoned.
- b. The number of days indicated at each level is considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Grievances: Year-End

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

Communication with Immediate Superior: An employee with a grievance shall first discuss it with his or her superintendent or immediate superior, either directly or through the association's designated representative, with the objective of resolving the matter informally.

4. Level Two

If, as a result of such discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, he shall set forth his complaint in writing to the superintendent. The superintendent shall communicate his decision to the employee in writing within seven (7) calendar days of the receipt of the written complaint.

5. Level Three

The employee, no later than seven (7) calendar days after receipt of the superintendent's decision, may appeal the superintendent's decision to the board of education. The appeal to the board must be made in writing, reciting the matter submitted to the superintendent as specified above and his dissatisfaction with decisions previously rendered. The board shall attempt to resolve the matter as quickly as possible but within a period not to exceed thirty (30) calendar days after receipt of written appeal. The board shall communicate its decision in writing with reasons to the employee and the superintendent. No claim by an employee shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to:

- a. any matter for which a detailed method of review is prescribed by law;
- b. any rules or regulations of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation
- c. any by-law of the board of education pertaining to its internal operation;
- d. any matter which, according to law, is beyond the scope of the board's jurisdiction; and
- e. disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this agreement either expressly or by operation of law, shall not be processed beyond Level Three of this grievance procedure.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the board, he may, within seven (7) calendar days after a decision by the board or thirty-one (31) calendar days after the grievance was delivered to the board, whichever is sooner, request in writing that the association submit his grievance to arbitration. If the association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-one (21) days after receipt of a request by the aggrieved person.
- b. Within fourteen (14) calendar days after such written notice or submission to arbitration, the board and the association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with representatives of the board and the association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or **which is violative of the terms** of this agreement. The decision of the arbitrator shall be submitted to the board and the association and shall be advisory and not binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the board and the association. Any other expenses incurred shall be paid by the party incurring the same.

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**ARTICLE IV: EMPLOYEE BENEFITS**

Benefits included in Article IV are structured for full-time employees. An employee is considered full-time if they are employed in excess of twenty-one (21) hours per week. No prorated health care benefits are extended to less than full-time employees, although other benefits, including sick time and personal days are awarded to part-time employees in proportion to their employment. The enrollment period for hospitalization and dental benefits will be during the first fifteen (15) days of employment.

**A. HOSPITALIZATION**

1. All employees are eligible to enroll in a PPO benefits plan as per the attached three (3) pages. The PPO benefits shall constitute the sole insurance plan provided by the board.
2. Non-tenured employees shall receive single-only coverage until the first day of their fourth year of employment. Those employees may purchase additional coverage at their cost, if they so choose.

**B. SECTION 125**

1. The board shall administer a Section 125 Plan which has been approved by the Internal Revenue Service as described in Section 125 of the Internal Revenue Code. The Section 125 Plan permits participating employees to select particular fringe benefits desired from a package of employer-provided benefits.
2. Employees hired on or before June 30, 2005 will have the option of waiving their right to elect health insurance coverage in return for a cash incentive equal to 50% of the premium that would otherwise be paid by the board of education. Employees hired on or after July 1, 2005 will receive a cash incentive as per the following schedule:
  - a. reimbursed 50% up to \$2000 for single coverage;
  - b. reimbursed 50% up to \$3000 for 2-person coverage; and
  - c. reimbursed 50% up to \$4000 for family coverage.

Payment of that incentive will be made at the close of the fiscal year in which coverage was waived. Employees may re-enroll immediately, if they submit proof of a life-status change (e.g., unemployment, death, disability of a spouse; divorce or legal separation; activation to full-time military status, etc.) to the superintendent.

3. The administration costs of the Section 125 plan shall be borne by the board.

**C. DENTAL**

During the term of this agreement, the board of education agrees to pay:

1. \$525 during the 2005/2006 school year;
2. \$575 during the 2006/2007 school year; &
3. \$625 during the 2007/2008 school year.

towards the employee-selected tier of coverage for each employee enrolled in the dental plan, providing enough employees in the unit participate to warrant group enrollment.

**ARTICLE V - ABSENCES AND LEAVES**

Benefits included in Article V (Absences and Leaves) are structured for full-time employees, as defined above in Article IV. Sick time and personal days are awarded to part-time employees in proportion to their employment.

**A. PERSONAL ILLNESS**

1. Ten (10) days a year shall be granted cumulatively for personal illness. Each employee shall be credited with unused sick leave on the anniversary of his employment.
2. The superintendent or the board of education may require a doctor's certificate after three (3) consecutive days of absence.
3. Absence due to illness in excess of the ten (10) day annual allowance, plus any accumulated sick days, shall be subject to a salary deduction equal to 1/200 of the annual salary for each day of such absence. At the discretion of the board, such deduction may be waived.
4. Upon retirement, pay for accumulated sick days is to be \$50.00 per day up to 150 days for the duration of this contract. With eligibility after ten (10) years of service to the Franklin Township BOE under the provisions of the Pension and Annuity Fund. The employee shall notify the board of his intention to retire by January 1st to be eligible for the benefit to be paid by July 15th of the same year. If the employee notifies the board after January 1st, it will result in payment of the benefit in the following year on July 15th.

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**B. PERSONAL LEAVE**

This shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. Provisions for leave at full pay stated below shall be for one school year, and no unused days shall be accumulative for use in another year:

1. Death in the Immediate Family - An allowance of up to five- (5) day's leave shall be granted per occurrence. Immediate family shall be considered to be: spouse, domestic partner, children, mother, father, brother, sister, or step parent.
2. Death in the Family - An allowance of up to three (3) days leave shall be granted per occurrence. Family shall be considered to be: grandparents, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, and any other member of the immediate household.
3. Illness in the Immediate Family - Three (3) days leave per year may be granted. Immediate family shall be considered to be: spouse, domestic partner, child, parent, brother, sister and any other member of the immediate household.
4. Death of Other Relative or Close Friend - An allowance of one (1) day leave shall be granted on first occurrence. Subsequent requests will be at the discretion of the superintendent.
5. Other Emergencies of a Personal Nature:
  - a. Employees are provided allowance of up to three (3) days leave per year without stating the reason, but with prior approval of the superintendent. Personal days are not to be taken before or after a school holiday or vacation without prior approval of the superintendent. Personal days are for personal business only where the absence during school hours cannot be avoided without substantial hardship; and
  - b. Application for personal business leave must be submitted in writing to the superintendent at least seven (7) calendar days in advance. In cases of emergency, the superintendent may waive above restrictions. Any unused personal days are automatically converted to sick days at the end of each school year.
6. Absence in excess of three personal days shall be subjected to a salary deduction equal to 1/200 of the regular annual salary for each day in excess of said three (3) days. Exceptions may be made at the discretion of the superintendent or the board of education.

**C. DISABILITY LEAVES**

1. An employee who anticipates disability leave shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee becomes aware of the necessity for said leave.
  - a. In the case of a pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
  - b. No later than ninety (90) days prior to the anticipated delivery date, the employee shall request a leave of absence to the period of the disability. During the period of pregnancy disability, accumulated sick leave may be utilized.
2. The board of education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity.
  - a. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier.
  - b. Time spent on an unpaid leave shall not be counted for accrual of any benefits.

**D. CHILD-CARE LEAVES**

1. Child-care leaves, which include maternity, paternity and adoption leaves, are available to tenured teachers. Paraprofessional child-care leaves will be handled per the Family Leave Act.
2. An employee desiring an unpaid leave shall apply no less than ninety (90) calendar days before the anticipated delivery date. In the case of an adoption, notice shall be given to the employee's supervisor when application for adoption is made. Further, in the case of an adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date. In either case, the employee may choose to request:
  - a. A disability leave which, unless otherwise approved, shall entitle the employee to utilize accumulated sick leave for the four weeks prior to and the four weeks following the actual delivery; and/or
  - b. Employees are entitled to an unpaid child care leave for a period not in excess of one (1) year.
3. Employees' child-care leave shall commence upon the expiration of the disability period.
4. If the pregnancy is terminated before full term and birth of the child:
  - a. The employee may apply for termination of the leave. The request must be accompanied by a certificate of physical fitness from the employee's personal physician.
  - b. The employee may remain on sick leave beyond the period granted in paragraph 2 above, and is eligible to receive the sick leave pay to which she is entitled or, if she has exhausted her entitlement, that which the board in its discretion may grant her in accordance with statute, so long as she continues to present medical certification of her disability.
5. To be eligible for a salary increment, an employee must work at least ninety (90) days in the school year that the leave commences or terminates. Upon completion of the 90 days, the teacher will be compensated retroactively with their salary increment.

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6. An employee on a voluntary, unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The board shall, however, continue the employee's coverage in the district's group health plans for a period of eight (8) weeks, after which the employee may continue coverage at his own expense, in accordance with the rules of the insurance carrier.
7. To be eligible for a new child care leave, an employee must have been actively employed in the district for the full academic year prior to the requested leave.
8. Teacher's return from a child-care leave shall coincide with the beginning of a school year, or a time mutually agreed upon by the teacher and the board.
9. As with other extended leaves, the board of education reserves the right to regulate the commencement and termination dates of child-care leaves for teachers in order to preserve educational continuity. No request will be disapproved arbitrarily, discriminatorily, or capriciously.

**E. STUDY LEAVE**

A leave may be granted to a teacher by the board for study in the field of education or study in a field related to the subject being taught or for reasons approved by the board of education.

1. Study leaves may be granted subject to the following conditions:
  - a. Maximum of one (1) full-time teacher at any one time. If more than one (1) full-time teacher applies for a study leave in any one year, requests will be honored on the basis of seniority.
  - b. No more than one (1) full-year's study leave shall be granted during any given budget year.
  - c. Requests for study leave must be received by the superintendent in writing, no later than November 1st, and action will be taken not later than February 1st, of the school year preceding the school year for which the Study Leave is requested.
  - d. The teacher requesting the study leave must have completed at least seven (7) full years of full-time service in the Franklin Township School District.
  - e. The teacher may continue group medical coverage at the teacher's expense.
2. Upon return from a study leave, a teacher shall be assigned to a position commensurate to the one he or she last held as per certification. The teacher shall return to the district for a time equal to the length of the Study Leave.

**ARTICLE VI - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Graduate credits must be in the field of Education or related to the subject being taught. The superintendent has the power to determine and approve if the graduate credits are in the field of education or related to the subject being taught. Paraprofessionals may take undergraduate credits in the field of education or related to the subject being taught.
- B. No courses will be accepted which are taken to satisfy deficiency lists for Teacher certification.
- C. The board shall pay the tuition rate based on the following schedule:
  1. \$400 per graduate and \$200 per undergraduate credit for 05/06 school year;
  2. \$410 per graduate and \$210 per undergraduate credit for 06/07 school year; and
  3. \$420 per graduate and \$220 per undergraduate credit for 07/08 school year.with a maximum of 12 (twelve) credits per year for full-time teachers and full-time paraprofessionals. The number of allowable credits for part-time will be in direct proportion to their employment. (Example: Half-time employees would receive reimbursement for up to 6 credits).
- D. The total amount distributed to teachers and paraprofessional shall not exceed:
  1. \$10,000 for teachers and \$3500 for paraprofessionals for the 05/06 school year;
  2. \$11,000 for teachers and \$4000 for paraprofessionals for the 06/07 school year; and
  3. \$12,000 for teachers and \$4500 for paraprofessionals for the 07/08 school year.
- E. Proper application forms shall be submitted and filed in the superintendent's office as an initial step three (3) weeks prior to the beginning of the semester. Exceptions may be made at the discretion of the superintendent or the board of education
- F. Before reimbursement is considered, the employee shall submit a copy of a transcript of the course indicating the attainment of a sufficient grade for course credit and the paid bill from the college or university.
- G. Tuition will be reimbursed according to the following:
  1. 100% Reimbursement for a grade of "B" or better;
  2. 50% reimbursement for a grade of "C"; and
  3. no reimbursement for a grade lower than a "C".

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\* If the course is graded pass/fail, a passing mark will be reimbursed at 100%. A failing mark will not be reimbursed.

- H. In the event that the aggregate of claims for tuition reimbursement exceeds the annual contract limit, individual reimbursements will be reduced on a proportionate basis. Under these circumstances, individual payments will be calculated by dividing the individual request by the aggregate of all claims and the multiplying the annual contract limit by that factor. Equitable distribution of funds will be achieved by releasing properly documented reimbursement requests for the summer and fall sessions in January and by requiring advance notice of all anticipated spring session reimbursements by the preceding December 15th of that school year.

**ARTICLE VII - SALARIES**

A. SALARY

The applicable Association Salary Guide covered by this Agreement is attached hereto and made a part hereof.

B. PAYMENT SCHEDULE

1. Employees shall be paid in twenty (20) equal semi-monthly installments on the fifteenth and final day of each month.
2. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last working day preceding such regularly scheduled pay day.
3. Employees shall receive their final checks on the Tuesday after the second Monday in June, or the last day of school, whichever is later, provided they have fulfilled all professional responsibilities, on or prior to such date.
4. Payroll direct deposit is available to all employees. Guidelines and parameters are at the discretion of the Business Administrator.

C. AUTHORIZED SALARY DEDUCTIONS

All employees covered by this agreement may, by signed authorization, individually elect to have not more than the authorized amount of their gross salary deducted from their pay and deposited with the designated credit union, the designated carrier (TSA) and/or NJEA membership dues. The individual employee may change the amount deducted by so notifying the business administrator in writing. There shall be only one (1) designated credit union, and up to five (5) Tax Sheltered Annuity carriers. Carriers will be identified on a first come, first serve, basis on the written notification to the business administrator. Deposits made to the credit union will be made by the business administrator on each pay day.

**ARTICLE VIII: EMPLOYEE WORK DAY/YEAR**

A. WORK YEAR/DAY

1. The in-school work year for full-time teachers employed on a ten- (10) month basis shall not exceed one hundred eighty-five (185) days. Paraprofessionals' work year is one hundred eighty-four (184) days.
2. Early dismissal will take place on the school day prior to the Thanksgiving, winter and spring holiday breaks. Paraprofessionals are dismissed at 1pm as compensation for their attendance at staff meetings that are 50 minutes in length.
3. Participation in after-hours school related activities as defined and agreed to by the superintendent and the FTEA President, and is itemized in the staff handbook, may be substituted for one of the current five (5) in-service days.
4. The teachers' school day is seven (7) hours and twenty (20) minutes long, and includes thirty (30) minutes of continuous preparation time and a lunch of the same duration as that given to the students, twenty eight (28) minutes minimum.
5. Paraprofessionals' length of school day is based on the needs and nature of the assignment. Paraprofessionals are not monetarily compensated for lunch. Paraprofessionals will receive two fifteen-minute breaks or one thirty-minute break per day.

B. DOUBLE/LATE BUS COVERAGE

When required for double or late-bus coverage, the superintendent can adjust the work hours of the required number of employees to support coverage.

**ARTICLE IX - MISCELLANEOUS**

A. MILEAGE REIMBURSEMENT

Employees engaged in school-related activities which involve the use of the employee's car shall be reimbursed at the current I.R.S. mileage reimbursement rate, providing the activities have had the prior approval by the administration and/or the board of education and are a part of board policies. Mileage reimbursement will be based on the amount of mileage over the normal mileage to and from work.

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**B. HOMEBOUND INSTRUCTION**

1. Teachers will be selected to participate in homebound instruction based on the following criteria:

- a. All teachers will be notified whenever homebound instruction of a district student becomes necessary.
- b. Selection of the teacher will be made by the superintendent.
- c. The student's teacher will be given the first opportunity to provide homebound instruction. A teacher of the same grade level will have the second opportunity.
- d. If the student's teacher and same grade-level teacher are not interested and/or available, other interested teachers will be offered the opportunity according to their seniority in the district.
- e. If homebound instruction is required during the school day, per doctor or child study team request, then a part-time or substitute teacher will be used.
- f. One hour of preparation time will be paid at a rate of \$35.00 per hour for each five hours of homebound instruction if the teacher is providing the instruction to a student who is outside either the teacher's currently assigned grade level or area of concentration.

2. Homebound instruction will be reimbursed at the rate of \$35.00 per hour for instruction time. Mileage reimbursement will be at the rate previously discussed under Mileage Reimbursement.

**C. PAY FOR CURRICULUM DEVELOPMENT WORK**

Teachers participating in curriculum work beyond the normal workday or work year shall receive a stipend of \$50.00 per hour. The superintendent will determine in advance the maximum number of hours that will be paid for completion of the work. Curriculum development work is done on a voluntary basis.

**D. PAY FOR OVERNIGHT CHAPERONES**

Employees who are participating in board of education-approved overnight activities will be paid a stipend of \$75.00 per night. The superintendent will determine the number of employees required for the overnight assignment.

**E. MENTORING**

- 1. Mentoring teachers' schedules may be adjusted by the superintendent to provide sufficient time for mentors to meet their responsibilities of visiting novice teachers' classrooms.
- 2. Mentor and novice teachers' meetings that do not require the presence of students, shall be scheduled to take place a week from 7:50am to 8:20am, a period designated as teacher-mentor meeting period.
- 3. Mentors' stipend for State-required and State-funded program shall be 90% of the State's per teacher funding of the mentoring program. In the absence of State funding, payment to the mentor will be conducted according to past practices.
- 4. Mentor vacancies must be posted as soon as possible and must include qualifications for the positions. The qualifications are developed by the superintendent.

**ARTICLE X: EMPLOYEE RIGHTS**

A. Disciplinary matters shall be dealt with on a case by case basis.

B. In the event disciplinary action is contemplated, notice will be given to the employee in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a date when the employee may be heard, and the administrator who will hear the matter.

**ARTICLE XI - REDUCTION IN FORCE: PARAPROFESSIONALS**

A. Should it become necessary to reduce the number of employees in the district, the laws or regulations of the state shall be the controlling guides. If in the case of such reduction, candidates for termination are paraprofessionals only, the primary basis for selection for termination or reduction shall be the needs of the districts educational program and the individual's contribution towards the achievement of that program.

**ARTICLE XII – REPRESENTATION FEE**

A. Purpose of fee- If an employee does not become a member of the Association during any membership year(i.e., September 1-August) Which is covered in whole or in part by this agreement, said employee will 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 majority representative.

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- B. Amount of Fee/Notification- At the onset of each membership year, the Association will notify the board in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by the nonmembers/fee payers will be determined by an impartial arbitrator in accordance with the law
  
- C. Deduction and Transmission of Fee
  - 1. Notification- On or about September 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall provide the Board with names of those employees who are required to pay the representation fee.
  
  - 2. Payroll Deduction Schedule- The Board will deduct from the salaries of the employees referred to in section I the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
  
  - 3. Mechanics- Except as otherwise provided in this article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
  
  - 4. Changes- The Association will notify the Board in writing of any changes in the list provided for the above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 15 days after Board received said notice.
  
  - 5. New Employee- On or about the last day of each month, the Board will submit to the Association a list if all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
  
  - 6. The Association will indemnify and hold the employer harmless against claims that may arise out of, or by reason of any action taken by the Board in conformance with this provision; provided that all requirements of the law and this agreement have been met.

**ARTICLE XIII - DURATION OF AGREEMENT**

This agreement shall be effective as of the first day of July, 2005 and shall continue in effect until the thirtieth day of June, 2008.

In witness whereof, the Franklin Township Education Association has caused this agreement to be signed by its President and Secretary and the Franklin Township School Board of Education has caused this agreement to be signed by its President, attested by its Secretary and its seal to be placed thereon.

THE BOARD OF EDUCATION OF THE FRANKLIN TOWNSHIP SCHOOL DISTRICT, WARREN COUNTY

BY \_\_\_\_\_, PRESIDENT

BY \_\_\_\_\_, SECRETARY

DATE \_\_\_\_\_

THE FRANKLIN TOWNSHIP EDUCATION ASSOCIATION

BY \_\_\_\_\_, PRESIDENT

BY \_\_\_\_\_, SECRETARY

DATE \_\_\_\_\_



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**YEAR 1**                      *Teachers*                                      **OFF GUIDE**      **\$2100**  
**2005-06**                      *Franklin (Warren)*

**Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0-1	37,175	37,975	38,775	39,575	40,375	41,175
2	38,045	38,845	39,645	40,445	41,245	42,045
3	38,935	39,735	40,535	41,335	42,135	42,935
4	39,845	40,645	41,445	42,245	43,045	43,845
5	40,775	41,575	42,375	43,175	43,975	44,775
6	41,725	42,525	43,325	44,125	44,925	45,725
7	42,705	43,505	44,305	45,105	45,905	46,705
8	43,710	44,510	45,310	46,110	46,910	47,710
9	44,740	45,540	46,340	47,140	47,940	48,740
10	45,795	46,595	47,395	48,195	48,995	49,795
11	46,875	47,675	48,475	49,275	50,075	50,875
12	47,985	48,785	49,585	50,385	51,185	51,985
13	49,125	49,925	50,725	51,525	52,325	53,125
14	50,285	51,085	51,885	52,685	53,485	54,285
15	51,475	52,275	53,075	53,875	54,675	55,475
16	52,700	53,500	54,300	55,100	55,900	56,700
17	53,850	54,650	55,450	56,250	57,050	57,850
OG7						
OG6	58,243					
OG5	61,609				64,809	65,609
OG4	64,609					
OG3	64,784					
OG2	65,227					
OG1	65,849					

**YEAR 1**                      *Paraprofessionals*  
**2005-06**                      *Franklin (Warren)*

**Salary Guide**

Step	Non Cert	Sub Cert	Teacher Cert	Artist \$.34 per hr Medical Library \$.34 per hr
0		10.01	10.18	10.53
1		10.27	10.44	10.79
2		10.55	10.72	11.07
		10.85	11.02	11.37
4		11.16	11.33	11.68
5		11.49	11.66	12.01
6		11.83	12.00	12.35
7		12.18	12.35	12.70
8		12.54	12.71	13.06
9		12.91	13.08	13.43
10		13.29	13.46	13.90

**Agreement between the Franklin Township Board of Education and the Franklin Township  
Education Association for the Academic years 2005/2006, 2006/2007 and 2007/2008.**

**YEAR 2**                      **Teachers**                                      **OFF GUIDE**      **\$2150**  
**2006-07**                      **Franklin (Warren)**

**Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	38,670	39,570	40,470	41,370	42,270	43,170
1-2	39,540	40,440	41,340	42,240	43,140	44,040
3	40,430	41,330	42,230	43,130	44,030	44,930
4	41,340	42,240	43,140	44,040	44,940	45,840
5	42,270	43,170	44,070	44,970	45,870	46,770
6	43,220	44,120	45,020	45,920	46,820	47,720
7	44,200	45,100	46,000	46,900	47,800	48,700
8	45,205	46,105	47,005	47,905	48,805	49,705
9	46,235	47,135	48,035	48,935	49,835	50,735
10	47,290	48,190	49,090	49,990	50,890	51,790
11	48,370	49,270	50,170	51,070	51,970	52,870
12	49,480	50,380	51,280	52,180	53,080	53,980
13	50,620	51,520	52,420	53,320	54,220	55,120
14	51,780	52,680	53,580	54,480	55,380	56,280
15	52,970	53,870	54,770	55,670	56,570	57,470
16	54,195	55,095	55,995	56,895	57,795	58,695
17	55,345	56,245	57,145	58,045	58,945	59,845
OG7	56,000			58,400		
OG6	60,393					
OG5	63,759				67,359	68,259
OG4	66,759					
OG3	66,934					
OG2	67,377					
OG1	67,999					

**YEAR 2**                      **Paraprofessionals**  
**2006-07**                      **Franklin (Warren)**

**Salary Guide**

Step	Non Cert	Sub Cert	Teacher Cert	Artist \$ .39 per hr Medical Library \$ .39 per hr
0		10.39	10.60	10.93
1		10.65	10.86	11.19
2		10.93	11.14	11.47
3		11.23	11.44	11.77
4		11.55	11.76	12.09
5		11.88	12.09	12.42
6		12.22	12.43	12.76
7		12.57	12.78	13.11
8		12.93	13.14	13.47
9		13.30	13.51	13.84
10		13.68	13.89	14.29

**Agreement between the Franklin Township Board of Education and the Franklin Township  
Education Association for the Academic years 2005/2006, 2006/2007 and 2007/2008.**

**YEAR 3**                      *Teachers*                                      **OFF GUIDE**      **\$2200**  
**2007-08**                      *Franklin (Warren)*

**Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0-1	41,170	42,170	43,170	44,170	45,170	46,170
2-3	42,060	43,060	44,060	45,060	46,060	47,060
4	42,970	43,970	44,970	45,970	46,970	47,970
5	43,900	44,900	45,900	46,900	47,900	48,900
6	44,850	45,850	46,850	47,850	48,850	49,850
7	45,830	46,830	47,830	48,830	49,830	50,830
8	46,835	47,835	48,835	49,835	50,835	51,835
9	47,865	48,865	49,865	50,865	51,865	52,865
10	48,920	49,920	50,920	51,920	52,920	53,920
11	50,000	51,000	52,000	53,000	54,000	55,000
12	51,110	52,110	53,110	54,110	55,110	56,110
13	52,250	53,250	54,250	55,250	56,250	57,250
14	53,410	54,410	55,410	56,410	57,410	58,410
15	54,600	55,600	56,600	57,600	58,600	59,600
16	55,825	56,825	57,825	58,825	59,825	60,825
17	56,975	57,975	58,975	59,975	60,975	61,975
OG7	58,200			60,600		
OG6	62,593					
OG5	65,959				69,959	70,959
OG4	68,959					
OG3	69,134					
OG2	69,577					
OG1	70,199					

**YEAR 3**                      *Paraprofessionals*  
**2007-08**                      *Franklin (Warren)*

**Salary Guide**

Step	Non Cert	Sub Cert	Teacher Cert	Artist \$ .46 per hr Medical Library \$ .46 per hr
0		10.96	11.21	11.54
1		11.20	11.45	11.78
2		11.46	11.71	12.04
3		11.74	11.99	12.32
4		12.04	12.29	12.62
5		12.36	12.61	12.94
6		12.69	12.94	13.27
7		13.03	13.28	13.61
8		13.39	13.64	13.97
9		13.76	14.01	14.34
10		14.14	14.39	14.75