# Agreement

# between

# Franklin Board Of Education

# and

# Franklin Education Association

# 2015
# To
# 2017

# AGREEMENT

This Agreement entered into this 15 day of June 2015, by and between the Franklin Board of Education, hereinafter called the "Board", and the Franklin Education Association affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the "Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

# DEFINITIONS

SCHOOL: The term "School", as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Franklin School District.

TEACHER: The term "Teacher", as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative", as used in this Agreement, means the Association Faculty Representative.

PERSON: The term "Person", as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural.

PELRB: The term "PELRB", as used in this Agreement, shall mean the New Hampshire Public Employee Labor Relations Board.

QUALIFIED: The term "Qualified" shall mean in the judgment of the superintendent, using the following criteria:

A. Certification
B. Recent teaching experience in the specific position to be filled.

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# APPENDICES*

A. FRANKLIN TEACHER COMPENSATION

A-1 SALARY SCHEDULES

B. INSURANCE

C. TEACHER INDIVIDUAL CONTRACT

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E. GRIEVANCE REPORT FORM

*Policy GCLA, Policy GCL-1 and RSA 189.14 a,b,c are attached for informational purposes only and are not part of the collective bargaining agreement between the parties.

# ARTICLE I
# RECOGNITION

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Franklin School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school librarians, and guidance personnel, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, coordinators of special education, vocational directors, persons employed by the State Board of Education, nurses, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator.

1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.

1.3 Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement, shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.

# ARTICLE II
# SCOPE OF AGREEMENT

2.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and 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, discretions and authorities. Agreements reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

## ARTICLE III
## UNIT CERTIFICATION

3.1 Upon receipt from the employees defined in Article I, Section l, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the Board shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby defined as a certified statement that the Association has been designated by more than fifty per cent (50%) of the District's employees covered by this Agreement, as defined in Article I, Section l, of this Agreement, as their exclusive representative for collective negotiations. Any disputes which may arise under this Article III shall be resolved by the New Hampshire Public Employee Labor Relations Board.

## ARTICLE IV
## PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

4.1 On or about September twentieth (20th) of the prior year in which this Agreement expires, and subject to compliance with Articles III and XVI, the Association may in writing by certified mail return receipt requested notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit a request no later than October fifteenth (15th) to meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.

4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.

4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.

4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the even of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.

4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public.

4.8 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.

4.9 Determinations and/or recommendations under the provisions of Sections 4.6 and 4.7 of this Article IV, will not be binding on the parties.

4.10 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.

4.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article IV.

4.12 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.

4.13 If the monies to fund the economic provisions are not appropriated as provided in this Article IV, Section 4, or if either party rejects there commendations set forth in this Article IV, Section 4.9, then the parties shall do the following:

A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and

B. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity (Franklin City Council) in accordance with the provisions of RSA 273-A-12, Paragraphs III and IV.

# ARTICLE V
# ASSOCIATION RIGHTS

5.1 The Association will have the right to use school buildings at reasonable times, without costs, for meetings. Request for the use of buildings will be made to the principal in advance.

5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.

5.3 The Association will, upon request, be given a place on the agenda of the Opening Day District-Wide Meeting for all teachers.

5.4 The Association will have the right to post notices on its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mail box and e-mail system.

5.5 Upon notification by an employee (see Appendix D attached hereto), the Board agrees to deduct from the salaries of its' teachers dues for the Franklin Education Association, National Education Association-New Hampshire, National Education Association as said teachers individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Franklin Education Association treasurer on a monthly basis.

All members of the bargaining unit hired after July 1, 2014 who are on step five or higher and elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.

Should there be a dispute between members of the bargaining unit and the Association (and/or District) over the matter of any such deductions, the Association agrees to defend, indemnify and hold harmless the Board, the District, and their agents and administrators in any such dispute.

5.6 The Association may, with permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.

5.7 Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Franklin education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary nor capricious.

5.8 During the term of this Agreement, the rights and privileges set forth in this Article V shall not be granted to any other bargaining agent.

5.9 Request under the provisions of this Article V shall mean permission and shall be made to the building principal, or his/her designee.

5.10 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement.

5.11 Except in case of emergency, the first Monday of each month shall be recognized as the Association Meeting Day after normal school hours and normal duties in accordance with the terms of this Agreement. No other meetings can be scheduled by the Administration on that day.

5.12 Nothing contained in this section shall prohibit negotiations from taking place during normal work hours. When negotiations extend beyond 12:00 midnight, the District will make every effort to secure substitute teachers for the following day for teachers who have participated in said negotiations.

5.13 Employees will be permitted to notify the Board of their respective payroll deduction decisions (limited to current practice) no later than one (1) week prior to the second pay period in September and may change such decision only once in any school year not later than one (1) week prior to the second pay period in January of that same school year.

5.14 The Board will, upon notice, in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Association's annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof of attendance.

# ARTICLE VI
# TEACHER EVALUATION

6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.

6.2 The observation of the work performance of a teacher will be conducted openly.

6.3 A teacher shall be given a copy of any evaluation report prepared by his/her Evaluators **one (1)** school day before any conference held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.

6.4 Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person(s) making the complaint. The teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's files. Upon written request by an individual teacher, complaints which do not result in disciplinary action and/or which are not followed by a subsequent complaint within a three (3) year period will be expunged from the file after three (3) years, and written notice thereof shall be provided to the teacher. Unsubstantiated complaints shall not be placed in teacher's files.

6.5 Each new teacher to the Franklin school system shall be made aware of the school district's evaluation plan, including criteria, goals and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination of any matters under this Section 6.6.

6.6 Each teacher shall be entitled access to his/her personnel files at any time upon twenty-four (24) hours notice to the Superintendent, or his/her designee, and teachers may make copies of any material contained therein at his/her own expense.

6.7 The teacher shall have the right to make appropriate response to any material contained in his/her personnel files and such response shall be made a part of said teacher's files. Reproductions of such material may be made by hand or copying machine, if available.

6.8 **Teachers who are on a continuing contract as defined under RSA 189:14-a, shall be evaluated every three (3) years unless the teacher requests that he/she shall be evaluated more frequently, or the administrator responsible to conduct the evaluation deems it appropriate to evaluate the teacher more frequently.**

# ARTICLE VII
# TEACHER EMPLOYMENT

7.1 The Board agrees to hire only those teachers who are certified by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.

7.2 For purposes of this Agreement, the period of service shall not be more than **one hundred eighty-five (185)** days, as set forth in an individual contract (see Appendix C attached hereto) between the Board and each teacher, to be allocated as follows:

180 Teaching Days
**5 In-service Days**

**Time during five (5) in-service days will be utilized for administrative matters, professional learning, parent/teacher conferences, at least one (1) classroom preparation day and one (1) workshop/non-instructional days prior to the opening of school, three (3) workshop/non-instructional days during the school year.**

7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.

7.4A Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration.

7.4B All teachers are expected to perform a full eight (8) hours of professional responsibility during each of the **185** days of their contract year.

7.5 Effective January 6, 1992, teachers shall be granted a duty-free lunch period of at least thirty (30) minutes, with the exception of the Middle School.

7.6 Except in unusual circumstances, each teacher will be notified of the anticipated teaching assignment for the ensuing year when the teacher receives the contract for the ensuing year, or by May 15, whichever comes first. However, this does not prevent the School District from subsequently changing the assignment in accordance with Section 7.7. If the initially offered position is changed, the teacher shall have the option to be released from his/her contract.

7.7 In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given priority consideration for any open and unfilled position which may then be available, provided he/she is qualified, can be certified or is certifiable by the State Department of Education, and is highly qualified for the new position. Any such teacher shall be required to submit a written request for consideration under this Section, such request shall set forth the position desired and open, the teacher's qualifications, and a statement that he/she is certifiable for any such position.

7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than the day following Labor Day of any contract year. Time requirements specified in this Section 7.8 may be extended by mutual agreement.

7.9 The Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. Before the School Board approves any proposed modification of the school calendar during the school year, the Association will be given an opportunity to provide input, and meet and confer, in such instances. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of the Agreement.

7.10 The Board will reimburse teachers 100% of the actual cost of a course offered at University System of New Hampshire (USNH) or 80% of the actual cost of a course from another approved college when the course is not offered within USNH. This will be approved by the Superintendent or his/her designee, subject to the following criteria: course content; availability of funds; and the timeliness of request. The Superintendent, or his/her designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10. This Section 7.10 shall require documentation of a grade of B- or better upon completion of the course in order to receive reimbursement as set forth herein. Teacher reimbursement will be limited to one course per year, but can reapply after the first semester if funds remain available.

7.11 In-service days set forth in Section 7.2 of this Article shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to content and number of days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed **five (5)**.

7.12 The Board will continue its present practice with respect to preparation periods. At the elementary level such preparation period shall occur when an educational specialist has relieved an elementary teacher(s).

7.13 The Board will reduce staff in accordance with Board policy #**GCQA** and the Board agrees not to change said policy for the duration of this Agreement.

7.14 Notice of the Board's intent to modify the instructional day shall be given to the Association in advance and the Association shall have the right to bargain with respect to the impact from any such change.

7.15 Any new teacher to the District who is required to attend meetings before the **185-day** contract begins will be given Staff Development credits for the extra day or portion thereof at the beginning of the school year.

7.16 Each teacher shall be given a minimum of two half days of the **5** In-Service days: one one-half day to be used for teacher preparation at the beginning of the school year and one one-half day at the end of the school year for closure.

7.17 When a suitable substitute cannot be obtained, a Teacher may at his/her discretion cover a class during his/her preparation time. The Teacher will receive $20.00 for each class covered during his/her preparation time. Such substitution is purely voluntary and refusal of substitution will not be used for evaluation purposes.

7.18 The Franklin School District, through its administration, will notify District personnel of vacancies in the district prior to advertising such. Such vacancies will be posted in the SAU 18 Central Office and all schools in SAU 18, internally, five (5) school days prior to external release. In lieu of posting in all schools, the posting may be added to the school district website.

Should a vacancy occur during the summer recess, a notice of vacancy will be posted at the SAU 18 Central Office, all schools in SAU 18, and the President of the Franklin Education Association (FEA) will be notified at the same time the position is internally posted. In lieu of posting in all schools, the posting may be added to the school district website.

# ARTICLE VIII
# RATES OF PAY

8.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated at **one-one-hundred-eighty-fifth (1/185th)** of his/her appropriate salary step for the number of designated days of employment between the official opening day of school in any year and June thirtieth (30th) of any such year.

8.2 If it can be accomplished without additional work and/or cost to the District, teachers shall have the option of salary payment, prorated on the basis of twenty-one (21) or twenty-six (26) pay checks. Those selecting twenty-six (26) payments shall be paid in a lump sum on the last pay period of the school year. The option must be exercised at contract execution time in the year preceding the year in which the option is to be effective, and may only by exercised once in any school year.

8.3 Deductions from paychecks including remittance of dues, to credit unions, banks, and annuities programs, etc., shall be forwarded to the appropriate employee account(s) within five (5) calendar days.

8.4 If the teacher selects the twenty-six (26) pay period option, the 26th payment will be made in December prior to the holiday break, subject to the availability of funds.

# ARTICLE IX
# GRIEVANCE PROCEDURE

9.1 Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of the Agreement. An "aggrieved" teacher is the person or persons making the claim. All time limits specified in this Article IX shall mean school days, except under Section 9.9 of this Article IX.

9.2 Purpose

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

9.3 Right of Representation

A teacher covered by this Agreement shall, under this Article IX, have the right to have an Association representative present at any time subject to his/her requesting such representation.

9.4 Formal Procedure

The grievance shall state the specific alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. Grievances must be filed within twenty (20) calendar days of the event in question.

LEVEL A

Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of any answer given at this level.

LEVEL B

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

LEVEL C

Within ten (10) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B and examine the facts of the grievance. The Board will thereafter, within ten (10) days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Level D of this procedure.

LEVEL D

If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

9.5 Time periods specified in this procedure may be extended by mutual agreement.

9.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

9.7 Grievance(s) of a general nature, or involving the Superintendent may be submitted by the Association to Level B.

9.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

9.9 In the event a grievance is filed on or after June first (1st) the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.

9.11 The parties agree that employees covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any personal grievance(s).

9.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures, of this Agreement:

A. Management prerogatives as set forth in this Agreement as provided and interpreted under RSA 273;

B. School Board Policy (except for R.I.F.);

C. Suspension, dismissal and non-renewal of a teacher which shall be accomplished solely under the appropriate RSA's (except for the provisions of Section 7.13 of the Agreement dealing with Reduction in Force and 10.13 dealing with return from extended leave granted by the Board, which shall be arbitrable).

9.13 Matters which are grievable but not arbitrable under the provisions of this Article IX may be referred only through Level C and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of the Agreement.

9.14 All documents relating to a grievance(s) shall be filed separately from a teacher's personnel file.

# ARTICLE X
# LEAVES OF ABSENCE

10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article X.

10.2 Sick leave shall be confined to the personal illness of a teacher, excluding work connected disability covered by New Hampshire Workmen's Compensation Laws.

10.3A Teachers shall accumulate annual sick leave of fifteen (15) days at the rate of 1.5 days per month from September through June; for part-time employees, the number of days shall be prorated. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred (100) days *plus the days earned in the current school year.* The immediate supervisor and/or Superintendent may request medical evidence from the Board's physician whenever he/she feels it necessary or appropriate. The Board shall pay the cost of any such examination. Medical records developed under this Section 10.3 shall not become a part of a teacher's personnel files. Absence for the teacher's own illness or disability, or disability caused or contributed to by pregnancy, childbirth and recovery therefrom, shall be charged against sick leave.

10.3B Teachers may use up to 15 days sick leave in any contract year to care for immediate family members who are suffering medical and health emergencies. Immediate family means spouse, parent, child, stepchild, brother, sister, and same relative of spouse.

10.3C Any teacher whose combined annual use of sick leave and personal leave is limited to the levels shown below is entitled to a stipend at the end of the fiscal year as follows:

| Total Sick & Personal Days Used | Stipend |
|---|---|
| 0 Used | $500 |
| 1 or 2 Used | $300 |
| 3 or 4 Used | $200 |

(Note: For example, the $300 stipend would be paid if 2 sick and 0 personal days are used, or 2 personal and 0 sick days are used, or 1 sick and 1 personal day are used).

10.4 If a suitable replacement can be found, child care leave of up to one (1) year for either natural or adoptive parents or legal guardians, shall be granted without pay to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. Nothing contained herein shall limit the rights of said teachers to leave allowed under the Family Medical Leave Act.

At the conclusion of an extended leave granted by the Board under this Article, all benefits to which any such teacher was entitled at the time the leave commenced and which are then currently in effect for teachers, shall be restored upon any such return and he/she shall be assigned to his/her last position. If no such position is available, then the affected teacher shall be placed on lay-off status in accordance with the Board's

Reduction in Force Policy. Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

10.5 All teachers shall be entitled to a maximum of three (3) paid personal leave days in any school year. Personal leave may not be used to extend sick time. To be eligible for personal leave, written **notice** shall be presented to the building principal at least twenty-four (24) hours prior to any such personal leave, except in an emergency. **Specific reasons for the leave shall not be required or requested.** Not more than **three (3)** elementary, **three (3)** middle school and **three (3)** high school staff members may exercise this benefit in any one (1) day.

10.6 An employee who is absent due to a work-connected illness or accident (Workmen's Compensation) shall receive his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workmen's Compensation Laws of the State of New Hampshire. Amounts paid by the Board under the provision of this Section 10.6 shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workmen's Compensation claim.

10.7 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.

10.8 An employee called as a juror or witness will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor in a timely manner and any reimbursement due the teacher, i.e. mileage, shall be paid the teacher by the end of the next payroll period or at the end of the school year at the teacher's discretion.*

**It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*

10.9 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.

10.10 Teachers shall be entitled to a maximum of three (3) paid days for attendance at funerals of immediate family members to include: spouse, children, siblings, parents, grandparents, aunts, uncles and cousins of the teacher and spouse. One day shall be granted upon proper notification to the superintendent, and up to 3 days may be granted at the discretion of the Superintendent. In extenuating circumstances the Board may grant additional leave under this Section 10.10 as set forth in Section 10.11 of this Article X.

10.11 Leaves for any and all other reasons(s), paid or not paid, shall be granted at the discretion of the Board. The Board shall not be arbitrary nor capricious in exercising its discretion under this Section 10.11. Any teacher payroll deductions shall be made during the next payroll period or at the end of the school year at the teacher's discretion.*

**It is understood by the Franklin Education Association providing that the "SAU 18 office staff" has the time and that their work load will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).*

10.12 Professional days, with or without pay, shall be at the sole discretion of the Superintendent.

10.13 Except as otherwise provided for in this Agreement, at the completion of a leave authorized under this Agreement, the Board shall re-employ the teacher in the same or similar position for which he/she is qualified.

10.14 Sick Bank

The Board agrees to establish a sick leave bank to cover teachers in the event of a long-term illness. The sick leave bank shall be administrated by a committee composed of three (3) members, one each representing the Board, Administration and Association, hereafter called the Administrative Committee. Members shall serve for one (1) year, or until their successor is appointed. The Administrative Committee shall meet when requests are made. A majority of the member present shall constitute a quorum and a majority vote of those members and voting shall decide all questions.

Teachers wishing to be covered agree to donate one (1) day from the sick leave days they have allowed to accrue in a one-year (1) period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 205 days in 2008-2009, 210 days in 2009-2010, and 215 days in 2010-2011.

Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period. The new enrollment period shall be September 1 to October 15. Employees who are hired after September 15 shall be permitted to enroll as soon as they have a day to contribute to the Bank.

Members shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided they have exhausted all of their accrued sick leave and provided they have contributed to the Bank.

Upon presentation of satisfactory medical evidence of disability of illness to the Administrative Committee and approved by said committee, a member may be granted up to thirty (30) additional days of sick leave. Should the member still be disabled after this time, he/she may request an additional thirty (30) days maximum. Withdrawal from sick bank cannot be used to extend FMLA beyond 12 weeks in any school year.

Guidelines for application by an Association member to the "sick leave bank" shall be determined by the Administrative Committee and published by said Administrative Committee.

## ARTICLE XI
## INSURANCE

11.1 The Board agrees to maintain in effect insurance plans for all employees so long as they remain on the Franklin School payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.

11.2 The Board will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.

11.3 Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

## ARTICLE XII
## MISCELLANEOUS PROVISIONS

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

12.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, membership, activity in the Association and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).

12.3 In lieu of printing the agreement for the entire association, one copy will be printed for each building and the entire agreement will be posted on the SAU website.

12.4 Any individual contract (see Appendix C attached hereto) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

12.5 No teacher will be disciplined, reprimanded or warned in writing except for just cause, and any teacher who alleges to be aggrieved under this Section 12.5 shall have full access to the Grievance Procedures of this Agreement.

12.6 No teacher shall have his/her contract non-renewed except as provided in RSA 189-14a. Reasons for non-renewal shall be given only to those teachers required to be informed of said reason(s) pursuant to RSA 189:14a (b) & (c).

12.7 All information forming the basis for disciplinary action will be made available to the employee in a timely manner, which in no event shall exceed thirty (30) school days.

## ARTICLE XIII
## NOTICE UNDER AGREEMENT

13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Franklin Board of Education Chairman, 119 Central Street, Franklin, New Hampshire 03235.

13.2 Whenever written notice to the Franklin Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Franklin Education Association at his/her then current address.

13.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

## ARTICLE XIV
## STRIKES AND SANCTIONS

14.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

## ARTICLE XV
## FINAL RESOLUTION

15.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

# ARTICLE XVI
# DURATION OF AGREEMENT

16.1 This Agreement shall continue in full force and effect from July 1, ***2015*** until twelve o'clock midnight June 30, ***2017***, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.

16.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Franklin Board of Education and the Franklin Education Association.

# APPENDIX A

## FRANKLIN TEACHER COMPENSATION
## 2015-2017

Employees covered by this Agreement will be compensated by the Board during the term of this contract as follows:

1. Newly hired employees with or without experience, hired during the term of this Agreement, shall be compensated in accordance with the salary schedules in Appendix A-1. During the first year of employment by the District, a newly hired employee shall be placed on the salary schedule in accordance with the conversion scales in Appendix A-1.

2. All teachers retiring who are at least 55 years of age during their last year of teaching and have taught in the Franklin School District for twenty (20) or more years, or under 55 years of age with thirty (30) years of teaching within the Franklin School District will receive severance bonus of one (1) percent for each year of service in the Franklin School System computed on the final year's salary. Teachers wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December of the final teaching year.

3. The Board will adopt a compensation schedule which reflects monies currently paid for co-curricular activities and continue its current athletic compensation schedule and adopt both as a matter of Board Policy and publish copies of such to its staff.

# APPENDIX A-1

## FRANKLIN TEACHER COMPENSATION

### 2015-2016

| STEP | BA | BA+15 | MA | MA+15 |
|---|---|---|---|---|
| | | | | |
| 1 | 32,457 | 34,003 | 35,548 | 37,094 |
| 2 | 34,003 | 35,548 | 37,094 | 38,331 |
| 3 | 35,548 | 37,094 | 38,331 | 39,567 |
| 4 | 37,094 | 38,331 | 39,567 | 40,803 |
| 5 | 38,331 | 39,567 | 40,803 | 42,039 |
| 6 | 39,567 | 40,803 | 42,039 | 43,276 |
| 7 | 40,803 | 42,039 | 43,276 | 44,512 |
| 8 | 42,039 | 43,276 | 44,512 | 45,749 |
| 9 | 43,276 | 44,512 | 45,749 | 46,986 |
| 10 | 44,512 | 45,749 | 46,986 | 48,222 |
| 11 | 45,749 | 46,986 | 48,222 | 49,459 |
| 12 | 46,986 | 48,222 | 49,459 | 50,695 |
| 13 | 48,222 | 49,459 | 50,695 | 51,932 |
| 14 | 49,459 | 50,695 | 51,932 | 53,168 |
| 15 | 50,695 | 51,932 | 53,168 | 54,405 |
| 16 | 51,932 | 53,168 | 54,405 | 55,641 |
| 17 | 53,168 | 54,405 | 55,641 | 56,877 |

### 2016-2017

| STEP | BA | BA+15 | MA | MA+15 |
|---|---|---|---|---|
| 1 | 32,782 | 34,343 | 35,904 | 37,465 |
| 2 | 34,343 | 35,903 | 37,465 | 38,714 |
| 3 | 35,903 | 37,465 | 38,714 | 39,963 |
| 4 | 37,465 | 38,714 | 39,963 | 41,211 |
| 5 | 38,714 | 39,963 | 41,211 | 42,459 |
| 6 | 39,963 | 41,211 | 42,459 | 43,709 |
| 7 | 41,211 | 42,459 | 43,709 | 44,957 |
| 8 | 42,459 | 43,709 | 44,957 | 46,206 |
| 9 | 43,709 | 44,957 | 46,206 | 47,456 |
| 10 | 44,957 | 46,206 | 47,456 | 48,704 |
| 11 | 46,207 | 47,456 | 48,704 | 49,954 |
| 12 | 47,456 | 48,704 | 49,954 | 51,202 |
| 13 | 48,704 | 50,695 | 51,202 | 52,451 |
| 14 | 50,695 | 51,202 | 53,168 | 53,700 |
| 15 | 51,202 | 53,168 | 53,700 | 54,948 |
| 16 | 53,168 | 53,700 | 54,948 | 56,197 |
| 17 | 53,700 | 54,948 | 56,197 | 57,446 |

**Salary:**

**Year 1: Added 1% to each cell of the schedule, plus a step for all except top step.**
**Teachers who have been on step 17 for one or more years receive an additional $1,500 in addition to step 17.**

**Year 2: Added 1% to each cell of the schedule, plus a step for all except top step.**
**Teachers who have been on step 17 for one or more years will receive an additional $2,000 in addition to step 17.**

# APPENDIX B

## INSURANCE

1. For the duration of this contract, the Board agrees to give teachers the option of enrollment in one of the following health insurance plans:

   **MATTHEW THORNTON HMO (MTB20) $20 Doctor Office copay $10/$20/M$45**

2. Teachers may select single, two (2) person, or family coverage.

3. **The Board agrees to pay the following *based on MTB20 HMO rates:***

| **2015-2017** | |
|---|---|
| **Single** | **90%** |
| **2-person** | **75%** |
| **Family** | **73%** |

4. The Board will pay the cost to provide twenty-five thousand dollars ($25,000) of term life insurance to each employee covered by this Agreement, including a provision for accidental death and dismemberment.

5A The difference between the Board's maximum contribution set forth in B.3 above and the actual cost to the Board to provide the coverage selected by an employee under B.1 above will be payroll deducted from an appropriate payroll period(s) by the Board.

5B If an employee declines to participate in the Health Care plan offered pursuant to this Agreement, then the employee shall receive in lieu of Healthcare benefits **$2,000.**

The payment in lieu of healthcare benefits set forth above will be paid in one lump sum by May 31st of each contract year to all teachers employed at the time who are eligible.

5C Should an employee revoke the declination of benefits recited herein, then the employee agrees to repay a pro-rated portion of the payment made to said employee in lieu of said benefit to the District.

6. The Board will continue to pay the cost to provide Delta Dental Plan A & B up to 100% of the single premium cost for the duration of this agreement.

7. The District shall provide Section 125 accounts for employees who choose to utilize the pre-tax options allowed by the Internal Revenue Service.

## APPENDIX C
## TEACHER CONTRACT

### SCHOOL ADMINISTRATIVE UNIT EIGHTEEN

### FRANKLIN TEACHER CONTRACT

**AGREEMENT** made _____ by and between the **FRANKLIN SCHOOL DISTRICT,** hereinafter called the "District", and «First_Name» «Last_Name», hereinafter called the "Teacher".

1. The District agrees to employ the Teacher for the ensuing year from _____ to _____ at an annual salary of «Salary» paid in _____ equal bi-weekly installments commencing on _____.

2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools and the teachers.

3. It is mutually agreed:

   a. That the school year is not to be in excess of one hundred eighty (180) school days and **five (5)** other days devoted to school and educational work between _____ and June 30, _____.

   b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Department of Education to occupy.

   c. That the District may, without liability, terminate this contract in accordance with New Hampshire
   RSA 189:13, 31, 32 and amendments. This contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certification, license, or permit is revoked by the Commissioner of Education.

   d. That this contract shall automatically terminate and become void at any time the Teacher fails to hold a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.

   e. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings of the New Hampshire Department of Education or the State Board of Education.

   f. Refer to cover letter dated _____.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands.

**FRANKLIN SCHOOL DISTRICT**

By_____ By_____
(Chairman, School Board) (Teacher)

**Step:** «Step»

# APPENDIX D

**FRANKLIN SCHOOL DISTRICT**
**DUES DEDUCTION AUTHORIZATION FORM**
**2015-2016 SCHOOL YEAR**

NAME:_____
(Please Print)

"I hereby authorize the Franklin School District to withhold from my salary the sum indicated below for membership dues as follows:

| | | |
|---|---|---|
| For membership in the Franklin Education Association (FEA) | | **$ 88.00 /yr** |
| For membership in NEA-New Hampshire (NHEA) | | |
| ***Please indicate appropriate amount:*** | | |
| First Year Teachers (BA1/MA1) | **$263.84/yr** | |
| Second Year Teachers (BA2/MA2) | **$351.79/yr** | |
| All Others | **$439.73/yr** | _____/yr |
| For membership in the National Education Association (NEA) | | **$ 185.00 /yr** |
| **TOTAL MEMBERSHIP DUES** | | _____/yr |

The sums thus to be deducted over twenty (20) pay periods are hereby assigned by me to the Franklin Education Association and are to be remitted by the Franklin School District to the Treasurer of the Association and having done so the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a biweekly basis (within five (5) calendar days of deduction) those funds which have been properly authorized and deducted.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same."

Signature:_____

Date:_____

# APPENDIX E

## GRIEVANCE REPORT FORM

Grievance No._____ _____ School District

To:_____Complete in triplicate with copies to:

1) Principal
2) Superintendent
3) Association

| _____ | _____ | _____ |
|---|---|---|
| Name of Grievant | Date Filed | School |

**LEVEL A**

Date of Grievance:

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief Sought:

_____

Signature Date

Answer given by Principal:

_____

Signature Date

Position of Grievant:

_____

Signature Date

**LEVEL B**

Date received by Superintendent:

Answer given by Superintendent:

Signature Date

**LEVEL C**

Date received by Board:

Answer given by Board:

Signature Date

Position of Grievant:

Signature Date

**LEVEL D**

Date submitted to Arbitration:

Disposition of Arbitrator:

Signature Date

IN WITNESS WHEREOF the parties have executed this Agreement on this 23rd day of **June**, 2015, as of the date and year first written above.

FRANKLIN SCHOOL DISTRICT

By Tamara Feener
Tamara Feener, Chairperson

By
Superintendent

FRANKLIN EDUCATION ASSOCIATION

By Jennifer Weaver
**Jennifer Weaver**, FEA President