

# **AGREEMENT**

**between the**

**FRANKLIN BOARD OF EDUCATION**

**and the**

**FRANKLIN EDUCATION ASSOCIATION**

**2015-2018**

## TABLE OF CONTENTS

Article I - Professional Agreement	1
Article II - Recognition	1
Article III - Grievance Procedure	1
Purpose	1
Definitions	1
Time Limits	2
Informal Procedures	2
Formal Procedure	3
Rights of Teachers to Representation	4
Miscellaneous	4
Article IV - Salary Payment	4
Article V - Payroll Deductions	5
Dues Deduction/Service Fee Deductions	5
Article VI - Salary	8
2015-2016 Salary Schedule	8
2016-2017 Salary Schedule	9
2017-2018 Salary Schedule	10
Longevity	11
Extracurricular Positions	11-12
Article VII - Graduate Study Reimbursement	12-14
VIII - Benefit Program	14-16
Article IX - Severance Pay	16
Article X - Board Responsibilities to Teachers	17
Article XI - Teacher Parent Communication	17
Article XII - Professional Development	18
Professional Leave	18
Part-Time Teacher Reimbursement	18
Article XIII - School Development	18
Article XIV – Additional Classroom Assistance	19
Article XV - Working Conditions	19
Extended Work Year	19
Extended Workday	20

## TABLE OF CONTENTS

Duties	20
Article XVI - Administrative Conferences	21
Article XVII - Personnel Files and Evaluations	21
Article XVIII - Absences and Leaves of Absences	22
Sick Leave	22
Personal Leave	23
Religious Observance	24
Bereavement or Funeral Leave	24
Extended Leave Without Pay	24
Sabbatical Leave	24
Jury Duty	25
Maternity Leave	25
Article XIX - Assignments	25
Article XX - Staff Reduction and Recall	26
Article XXI - Association Rights and Responsibilities	28
Article XXII - Conformity To Law And Saving Clause	29
Article XXIII - Duration	29
Article XXIV - Availability of Agreement	29
Article XXV - Zipper Clause	29
Article XXVI - Signature and Seal of Agreement	30
Appendix A - MOA Sick Leave Bank	31-32
Appendix B - CT Partnership Plan - Benefit Summary	33-38
Appendix C - MOU Additional Steps	39

**ARTICLE I**  
**PROFESSIONAL AGREEMENT**

- A. This Agreement is negotiated under Section 10-153a through 10-153j of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.
- B. This Agreement, including any changes mutually consented to, shall bind and inure to the benefit of both parties for the duration thereof. Written policies, rules and regulations, whether previously or subsequently adopted, which are in conflict with the Agreement, are superseded by this Agreement.
- C. This Agreement is effective as of September 1, 2012, by and between the Franklin Board of Education (hereafter referred to as the Board) and the Franklin Education Association (hereafter referred to as the Association).

**ARTICLE II**  
**RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative, as defined in Section 10-153b (a)(2) of the Connecticut General Statutes, as amended, for the entire group of certified professional employees of the Board in positions requiring a teaching or other certificate other than temporary substitutes and who are not included in the administrators' unit or excluded from the purview of Sections 10-153a to 10-153g inclusive.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept confidential whenever possible under state law.

B. Definitions

- 1. A grievance is a complaint by a teacher that has been a misinterpretation, misrepresentation or breach of a specific provision of this contract by the Board or its agents, except that the term "grievance" shall not apply to:
  - a. any matter not covered by this Agreement,
  - b. any matter for which a method of review is prescribed by law,
  - c. any rule or regulation of the State Commissioner of Education,
  - d. any by-law of the Board,

- e. any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone,
  - f. a complaint of a non-tenured teacher which arises by reason of his/her not being reemployed,
  - g. a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- 2. "Teacher" shall mean either:
    - a. an individual teacher
    - b. a group of teachers having the same grievance or
    - c. the Association.
  - 3. "Days" shall business days.
- C. Time Limits
- 1. If a teacher does not file a grievance, in writing within fifteen (15) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
  - 2. Failure by any administrator or the Board to render a decision within the specified time limits, shall be deemed to be acceptance of the grievance submitted and agreement with the "action" requested.
  - 3. Time limits may be extended with mutual consent.
- D. Informal Procedures
- 1. If a teacher feels that he/she may have a grievance, he/she shall first discuss it with the Principal with the objective of resolving the matter informally.
  - 2. If the teacher is not satisfied with such disposition of the matter, at the informal level with the Principal, he/she shall have the right to meet with the Superintendent with the objective of resolving the matter informally.
  - 3. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have an Association representative assist him/her in further efforts to resolve the problem informally.
  - 4. The Board and the Association agree that every reasonable effort should be made to resolve the grievance as early as possible.

E. Formal Procedure

1. Level One - Principal

- a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, he/she shall present his/her claim to the Principal as a written grievance which states the specific contract article and section which the teacher/teachers allege has been misinterpreted or misapplied.
- b. If an aggrieved teacher is not satisfied with the outcome of informal procedures, Within ten (10) days after the receipt of such written grievance, the Principal shall meet with the aggrieved teacher and his/her designated representative, if any, for the purpose of resolving the grievance.
- c. Within ten (10) days after such meeting, the Principal shall render his/her decision and reasons therefore in writing with a copy to the President of the Association.

2. Level Two – Superintendent

- a. If an aggrieved teacher is not satisfied with the outcome of Level One, he/she shall present his/her claim to the Superintendent as a written grievance which states the specific contract article and section which the teacher/teachers allege has been misinterpreted or misapplied.
- b. Within ten (10) days after the receipt of such written grievance, the Superintendent shall meet with the aggrieved teacher and his/her designated representative, if any, for the purpose of resolving the grievance.
- c. Within ten (10) days after such meeting, the Superintendent shall render his/her decision and reasons therefore in writing with a copy to the President of the Association.

3. Level Three – Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she shall within ten (10) days after the decision, file the grievance with the Board.
- b. Within ten (10) days after the receipt of such written grievance, the Board shall meet with the aggrieved teacher and his/her designated representative, if any, for the purpose of resolving the grievance.
- c. Within fifteen (15) days after such meeting the Board shall render its decision and the reasons therefore in writing, to the aggrieved teacher with a copy to the President of the Association.

4. Level Four - Binding Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she shall, within ten (10) days after the decision, request in writing to the President of the Association, that his/her grievance be submitted to arbitration.
- b. The Association shall, within ten (10) days after the receipt of such request, submit the grievance to arbitration by so notifying the Board, in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the AAA. The AAA shall act as the administrator of the proceedings.
- c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. The decision of the Arbitrator shall be final and binding upon all parties in interest. The Arbitrator shall not add to nor subtract from the terms of the Agreement.
- d. The costs of the arbitrator shall be assumed by the losing party.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party against any participant in a grievance procedure by reason of such participation.
2. The Association may, if it desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel folder of the participants.
2. If the grievance occurs as the result of an action of someone other than the teacher's immediate superior, or affects a group of teachers, or the Association, the grievance may be processed immediately at the level at which it occurs.
3. If the Association does not meet any of the time limitations set forth in this Article, the grievance shall be deemed withdrawn.

**ARTICLE IV**  
**SALARY PAYMENT**

- A. Salary Payment shall be made on the first Friday of the first week of school and then every other Friday for the remainder of the contract year by direct deposit, with the last regular payment made on the final day of school.
- B. Payments for the months of July and August will be received by the teacher on the final day of school, providing the teacher makes known their desire for this option when signing their salary agreement for the forthcoming year.
- C. Should the board choose to combine any salary payments, the earliest date of payment shall prevail.
- D. A teacher anticipating a degree change for the next school year shall file with the Superintendent, as a requirement for receiving salary credit for the degree change, a written statement of intention no later than January first prior to the school year in which salary credit for the degree change is anticipated. The salary change shall be effected upon receipt by the Superintendent of a transcript of all substantiating credits from the registrar of the school awarding such credit.
- E. Unauthorized absences will result in a deduction equivalent to one (1) day's salary arrived at by dividing the individual's salary by the number of working days in the school calendar for each day absent.

**ARTICLE V**  
**PAYROLL DEDUCTIONS**

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
  - 1. Tax shelter Annuity Plans
  - 2. Credit Union
  - 3. Board Insurance
- B. Dues Deduction/Service Fee Deductions
  - 1. Conditions of Employment

All teachers employed by the Board shall join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to



underwrite the cost of collective bargaining, contract administration and grievance adjustments.

2. Deductions

- a. The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of Association membership dues and service fee shall be certified by the Association to the Board prior to the school year. Such deductions shall begin with the first payment in September and end with the last payment in June. Agency fee deductions shall begin with the first payment in January and end with the last payment in June.
- b. The employer shall continue its practice of payroll deductions as authorized by the employees for purposes other than payment of Association dues or agency service fee, provided any such payroll deductions have been approved by the employee in advance.

3. Members

All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association, the CEA and the NEA. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board and the Association in writing in the month of August of any year.

If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Section 1 above.

4. Non-Members

For those teachers who have not joined the Association and delivered said authorization card by September 1st of the school year, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deductions.

5. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

6. Forwarding of Monies

The Board agrees to forward to the Association each month checks for the amount of money deducted during the month for the Association and service fee. The Board shall include with the first month's checks a list of teachers for whom such deductions were made. The Board shall notify the Association monthly of any changes in said list.

7. Lists

No later than the first paycheck in October of such school year, the Board shall provide the Association with a list of all employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

8. Reference to Association

The single reference to the "Association" in this article shall be interpreted as referring to the Franklin Education Teachers Association, The Connecticut Education Association, and the National Education Association.

9. Save Harmless

The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligation under Article V, Section B.

**ARTICLE VI**  
**SALARY**

**A. PAYROLL SCHEDULE 2015-16**

Those teachers on the MA+15 scale as of July 1, 2003 will be the only teachers permitted to be compensated on the MA+15 scale. No other teachers, current or prospective, will be placed on the MA+15 scale.

Step	BA	MA	MA +15	MA +30/6th	Ph.D.
A	44,117	49,692	52,627	57,305	58,711
B	46,117	51,692	54,627	59,305	60,711
C	48,117	53,692	56,627	61,305	62,711
D	50,117	55,692	58,627	63,305	64,711
1	52,117	57,692	60,627	65,305	66,711
2	53,601	58,915	62,601	67,070	68,475
3	55,083	60,139	64,573	68,835	70,241
4	56,566	61,361	66,545	70,602	72,007
5	58,051	62,585	68,517	72,368	73,774
6	60,152	64,686	70,491	74,133	75,539
7	62,252	66,785	72,463	75,899	77,305
8	64,352	68,884	74,436	77,667	79,072
9	66,452	70,983	76,408	79,431	80,838
10	68,552	73,081	78,382	81,198	82,605
11	70,653	75,180	80,353	82,964	84,369
12	72,753	77,285	82,326	84,729	86,136
13	74,852	82,265	84,298	86,501	87,908
14	75,709	83,822	84,975	88,272	89,678

All teachers not at the top step shall move one step for the 2015-16 school year.

**B. PAYROLL SCHEDULE 2016-17**

Those teachers on the MA+15 scale as of July 1, 2003 will be the only teachers permitted to be compensated on the MA+15 scale. No other teachers, current or prospective, will be placed on the MA+15 scale.

Step	BA	MA	MA +15	MA +30/6th	Ph.D.
A	44,572	50,204	53,169	57,895	59,315
B	46,592	52,224	55,190	59,916	61,336
C	48,613	54,245	57,210	61,936	63,356
D	50,633	56,265	59,231	63,957	65,377
1	52,654	58,286	61,252	65,978	67,398
2	54,153	59,522	63,246	67,761	69,181
3	55,651	60,758	65,238	69,544	70,965
4	57,149	61,993	67,230	71,329	72,749
5	58,649	63,230	69,223	73,113	74,534
6	60,772	65,353	71,217	74,897	76,317
7	62,893	67,473	73,210	76,681	78,101
8	65,015	69,593	75,203	78,468	79,887
9	67,137	71,715	77,196	80,250	81,671
10	69,258	73,834	79,189	82,035	83,456
11	71,380	75,954	81,181	83,819	85,238
12	73,503	78,081	83,174	85,602	87,023
13	75,623	83,112	85,167	87,392	88,813
14	76,868	85,105	86,276	89,623	91,050

All teachers not at the top step shall move one step for the 2016-17 school year.

C. PAYROLL SCHEDULE 2017-2018

Those teachers on the MA+15 scale as of July 1, 2003 will be the only teachers permitted to be compensated on the MA+15 scale. No other teachers, current or prospective, will be placed on the MA+15 scale.

Step	BA	MA	MA +15	MA +30/6th	Ph.D.
A	45,334	51,062	54,078	58,885	60,330
B	47,389	53,117	56,133	60,940	62,385
C	49,444	55,172	58,189	62,996	64,440
D	51,499	57,227	60,244	65,051	66,495
1	53,555	59,283	62,299	67,106	68,550
2	55,079	60,540	64,327	68,920	70,364
3	56,602	61,797	66,354	70,733	72,179
4	58,126	63,053	68,380	72,549	73,993
5	59,652	64,312	70,407	74,364	75,809
6	61,811	66,470	72,435	76,178	77,623
7	63,968	68,627	74,462	77,993	79,437
8	66,127	70,783	76,489	79,809	81,253
9	68,285	72,941	78,516	81,622	83,067
10	70,443	75,097	80,544	83,438	84,883
11	72,601	77,253	82,570	85,252	86,696
12	74,760	79,416	84,596	87,066	88,511
13	76,917	84,534	86,623	88,887	90,332
14	78,182	86,560	87,751	91,156	92,607

All teachers not at the top step shall move one step for the 2017-2018 school year.

D. Initial placement of a newly hired teacher on the salary schedule shall be determined by the Superintendent after consultation with the teacher and subject to the approval of the Board with the following limitations. The teacher with teaching experience in a position in a school system requiring a teaching certificate shall be placed in the appropriate degree track of the salary schedule in accordance with the following scale:

Experience: 5-7 years	No lower than the third step; No higher than seventh step.
8-9 years	No lower than the fourth step; No higher than the ninth step.
10 or more years	No lower than the fifth step; No higher than the tenth step or equivalent step after tenth step.

E. An annual longevity payment shall be made with the first salary payment following January 1st of each year in accordance with the schedule below:

15 years through 19 years	\$ 500.00
20 years or more	\$1,000.00

F. Longevity is interpreted to mean that a teacher moving off Step 14 is eligible for longevity. Only those teachers employed as of July 1, 2006 shall be eligible for longevity benefits.

G. A teacher may present to the Board an extra compensatory position which will involve excessive time. The Board will have the right to accept or reject the position. If the Board accepts a position, compensation shall be agreed upon in advance.

H. Extracurricular Positions

1. Teachers shall receive extra pay for extra duty in accordance with the following:

	2015-16	2016-17	2017-18
a. Soccer, Basketball, Cross Country	\$1,328	\$1,328	\$1,328
b. Music Director (band and chorus)	\$1,328	\$1,328	\$1,328
c. Science Fair Coordinator	\$1,328	\$1,328	\$1,328
d. Play/Musical Production Director	\$1,328	\$1,328	\$1,328
e. Athletic Director	\$1,328	\$1,328	\$1,328

	2015-16	2016-17	2017-18
f. Best Mentor Facilitator	\$1,114	\$1,114	\$1,114
g. Bowling	\$1,026	\$1,026	\$1,026
h. Advisors	\$1,026	\$1,026	\$1,026
i. Club Director	\$725	\$725	\$725

(money to be shared among the staff who participate)

2. Teachers who serve as mentors to teachers who are new to the Franklin School system shall receive an annual stipend of three hundred dollars (\$300) for each new teacher mentored, payable at the end of the school year. If more than one teacher serves as a mentor for a new teacher, the stipend shall be divided equally among the mentoring teachers.
3. All positions that are created by the Board will be posted and offered to certified staff before being offered to any other person or persons. Failure for a member of the certified staff to apply for and secure one of the above positions will allow the Board to use its discretionary rights to fill those positions.
4. The Board will pay the tuition cost and compensate each coach at the rate of \$10 per hour of class time for state-mandated classes required to maintain a coaching certificate. Compensation will only occur for classes taken during non-school hours. Prior approval of the Principal is required.

## **ARTICLE VII**

### **GRADUATE STUDY REIMBURSEMENT**

1. The Board shall allocate \$6,000 in each year of this Agreement for the purpose of reimbursing teachers for graduate study, subject to the following:

- a. Reimbursement shall be available for courses successfully completed pursuant to a planned Sixth Year program or Master's degree taken at an approved institution of higher education.
- b. The program of study and institution must be approved in advance by the Superintendent, whose approval shall not be withheld for arbitrary or capricious

reasons. Individual course changes within a previously approved program, made by or with the approval of the institution shall not result in denial of tuition reimbursement.

c. A teacher may be reimbursed for up to two courses per year, at the rate of \$750 per course.

d. Successful completion of a course shall be defined in the same manner as defined by the institution where the course is taken.

2. To qualify for tuition reimbursement under this Article, the teacher must be certified and employed by the Board.

3. A teacher who has received approval for reimbursement under this Article shall submit proof of successful completion of the course and documentation of his/her tuition payment to the Superintendent's office within thirty (30) days following completion of the course. Reimbursement shall be made to the teacher within thirty (30) days thereafter.

4. Teachers shall execute a promissory note that reflects the following:

The Board of Education shall partially reimburse teachers for expenses stemming from annual educational requirements. All teachers who receive said reimbursement agree to maintain their employment with the Board of Education for a number of years equal to the number of years for which they accepted such partial reimbursement payments.

In the event that a teacher is separated from employment prior to the expiration of the number of years equal to the number of years for which they accepted partial reimbursement payments, they shall reimburse the Board of Education for the difference between the total value of the payments received and the value of the payments received for the number of years for which they worked for the Board of Education beyond the period of reimbursement. For example, if a teacher receives partial reimbursement payments for three (3) years, and their employment is separated after two (2) years beyond the period of reimbursement, they must reimburse the Board of Education for the value of payments received for one (1) year.



**ARTICLE VIII**  
**BENEFIT PROGRAM**

- A. The Board shall provide health insurance coverage for each full-time teacher as follows:
- The CT State Partnership Plan with Health Enhancement Program attached to this Agreement as Appendix B.
- Teacher premium share payments shall be seventeen and one-half percent (17.5%).
- B. Group Term Life Insurance coverage in the amount of \$20,000 with Accidental Death and Dismemberment benefits.
- C. The immediate family members of a teacher who dies while employed by the Board, will automatically be covered for a 30-day period. Family members have the option, (as a family) to continue coverage at their own expense at the group rate in accordance with state and federal statutes.
- D. All part-time teachers shall be entitled to the above benefits - the Board's contribution will be determined in proportion to the percentage of weekly hours each part-time teacher is employed in the Franklin School System.
- E. Those actively employed teachers eligible for Medicare who elect to receive such coverage shall be provided through Anthem Blue Cross/Blue Shield Century Preferred Plan with Managed Benefits, co-insurance sufficient to cover the initial deductible imposed by Medicare.
- F. Teachers who resign or retire from the Franklin School System will be entitled to purchase the benefits provided to a full-time teacher presently employed by the Board, provided the Board's insurance carrier consents to such inclusion.
- G. The Board has the right to study health insurance carriers as alternatives to the carriers named above or to enter into a cooperative agreement with other entities to pool insurance coverage. The Board may change the carriers of the health insurance or move to pool coverage, provided:
1. The administration and coverage provided is comparable to that currently provided;
  2. There is no additional cost to the participating teacher;

3. The Association shall have thirty (30) calendar days to study the proposed change;
  4. If at the end of the aforementioned thirty (30) day study period there is disagreement between the parties as to the comparability of the proposed coverage, then the issue of comparability will be submitted to a mutually agreeable arbitrator. If agreement on an arbitrator cannot be reached, the matter will be submitted to the American Arbitration Association according to its rules and regulations. The costs of the arbitrator shall be borne equally by the Board and the Association. The carrier/cooperative shall not be changed prior to the decision of the arbitrator. The arbitrator's decision on comparability shall be final and binding upon the parties.
- H. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on January 15, 2017 on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax. Health insurance plan offerings, coverage, design, premium cost share and other related subject matter shall not be subject to this reopener provision.

Notwithstanding the proceeding paragraph of this section H the parties agree to commence mid-term negotiations on January 15, 2017 on the sole subject of insurance to re-examine if the CT Partnership Plan best meets the needs of the Board and Association. Nothing will preclude either party from proposing alternative plans during these mid-term negotiations.

## **ARTICLE IX** **SEVERANCE PAY**

- A. 1. Upon the retirement from the Franklin School System and after completing twelve (12) years of continuous local service, teachers shall be paid for accumulated sick days in the following manner:
  - a. \$16.00 per unused sick day (maximum 180 days)
  - b. \$27.00 per year for each year serviced in the Franklin School System in excess of twenty (20) years.

2. Any teacher choosing to retire while employed under this contract (2012-2015) and meeting the qualifications set forth above shall be paid in the following manner:
  - a. \$20.00 per unused sick day (maximum 180 days);
  - b. \$30.00 per year for each year of service in the Franklin School System in excess of twenty (20) years.
- B. In case of death, the teacher's survivors or estate shall be paid the equivalent of his/her accumulated sick leave on the above basis.
- C. Teachers shall notify the Board of intention to retire by the March 1st prior to retirement. If the teacher so notifies the Board and the teacher retires before June 30<sup>th</sup>, the teacher shall be paid for accumulated sick leave on July 1<sup>st</sup> of that year, if a business day or the next business day thereafter. If the teacher so notifies the Board and retires after July 1<sup>st</sup>, the teacher shall be paid for accumulated sick leave on the date of retirement. Failure to provide notification to the Board by the March 1<sup>st</sup> prior to retirement shall entitle the Board at its discretion to defer such payment, without interest, until the beginning of the fiscal year following the March 1<sup>st</sup> next after retirement.

**ARTICLE X**  
**BOARD RESPONSIBILITIES TO TEACHERS**

- A. The Board agrees to protect and save harmless any teacher from financial loss and expense according to the Connecticut General Statutes 10-235.
- B. Absences of teachers due to any injuries received while fulfilling responsibilities dealing with students and any injuries covered by Workers' Compensation shall not be charged to annual or accumulated sick leave for the first six months. Full salary, less the amount awarded by Workers' Compensation, shall be paid for absences due to such injuries. After six months, the full salary supplement paid by the Board shall cease and the teacher may then elect to supplement Workers' Compensation by utilizing pro-rated sick leave.

**ARTICLE XI**  
**TEACHER PARENT COMMUNICATION**

- A. The teachers agree to take part in one (1) parent-teacher conference at the end of the first marking period. For each conference there will be two (2) afternoon sessions and two (2) evening sessions; the second evening session will be held if warranted. Conferences will generally be scheduled between 1:15 and 3:15 p.m. and 6:00 to 8:00 p.m.
- B. It is further agreed that teachers will hold an additional conference for those parents who indicate a desire for one or if the teacher feels it is necessary.

**ARTICLE XII**  
**PROFESSIONAL DEVELOPMENT**

A. Professional Leave

1. Upon written request by the teacher and subsequent approval of the Board and administration, leave may be granted to attend institutes, workshops, conferences, conventions, in-service training meetings, and any other professional improvement sessions, including visits to other school systems, for the purpose of improving the quality of education provided to the children of Franklin. Each teacher attending such a meeting or making such a visit shall be granted time off with pay for the period necessary.
2. For attendance at in-service training sessions, any teacher designated by the administration to attend such session shall be released from his/her regular school assignment without loss of salary. Teachers designated to attend such in-service training sessions, or designated to serve on any committee relating to educational improvement, shall be reimbursed for out-of-pocket expenses, including travel at IRS rate per mile, meals, and registration fee.

B. Part-Time Teacher Reimbursement.

1. Part-time teachers shall be paid on a per diem basis for attending full-day activities.
2. Part-time teachers will be granted the four (4) professional development days in addition to the required number of student days.

C. 1. All professional development days will be full days.

2. There will be four (4) professional development days in each school year.
3. The content of the Professional Development plan will meet State and Board requirements.

**ARTICLE XIII**  
**SCHOOL DEVELOPMENT**

- A. The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth of the Franklin Elementary School. To this end both agree to maintain communication with each other, to inform students of education programs and community events, to guide in educational development

and curriculum and to assist in planning and growth of the entire educational process either by committee, individual consultation or designated representative.

- B. All teachers will attend at least two extracurricular activities that involves the Franklin Elementary and Middle School students. These events may include, but are not limited to, PTO Meetings, Eighth Grade Graduation, DARE Graduation, Sporting Events, Musical Programs, Science Fair, Art Shows, Physical Education Exhibitions, Middle School Dances, Graduation, Dances, and the town Memorial Day program.
- C. Teachers will be required to hold one 25 minute after school office hour per week (for a total of three times per month) as scheduled by the Administration. Consideration shall be given to the individual scheduling needs of teachers. Office hours shall be scheduled starting ten (10) minutes after the end of the student school day.

**ARTICLE XIV**  
**ADDITIONAL CLASSROOM ASSISTANCE**

- A. Teachers will take into consideration all of the following factors prior to a request for a teacher's aide:
  - 1. Student characteristics
  - 2. The degree of need for individualization of instruction
  - 3. Class size
  - 4. Range of academic levels
  - 5. Classroom structure
- B. Written application for teacher aide time may be submitted to the Principal.

**ARTICLE XV**  
**WORKING CONDITIONS**

- A. There shall be scheduled no more than one hundred eighty- six (186) regular workdays when teacher attendance is required and one hundred eighty- two (182) days when pupil attendance is required for the duration of the Agreement.

**Extended Work Year**

- B. Any additional workdays over one hundred eighty-six (186) shall be compensated for at a per diem rate based on each teacher's individual salary.

- C. Teachers shall be present in their initial place of assignment no later than fifteen (15) minutes before the arrival of the and shall be free to leave their final place of assignment ten (10) minutes after the dismissal of all students. The salary schedule shall represent compensation for a student school day of seven (7) hours and, except as otherwise provided herein, a teacher workday of seven (7) hours and twenty-five (25) minutes. Teachers will be required to attend staff meetings, which will be limited to a reasonable duration of time.

### **Extended Workday**

- D. If the school day is lengthened beyond the hours in effect during the 1984-1985 school year, the Board shall compensate the members of the bargaining unit at a rate of compensation based upon a pro-rating of their annual salaries equal to a percentage of the time the school day is extended (e.g., if the school day is increased by 5%, then the salaries must also be increased by 5%).
- E. Every reasonable effort shall be made to schedule each teacher an uninterrupted thirty (30) minute duty free lunch period.
- F. When a teacher's class is under the supervision of a special teacher, the classroom teacher may use this time as a preparation period, within or outside of his/her classroom, but within the school. For the purpose of this article, special teachers shall be defined as art, music, computer lab, guidance, and physical education/health teachers. Every reasonable effort will be made to hire substitutes for special teachers.
- G. The Board and administration will make every reasonable effort to establish teaching schedules which provide 150 minutes of preparation time per week for each full-time teacher. Teachers working part-time shall have preparation time equal to the percentage of their assignment.
- H. Duties
  - 1. Recognizing that much valuable teacher instructional time is lost while teachers engage in non-instructional, custodial "duties", the Board wishes to make cost-effective use of all its personnel in a fair and equitable manner. Every certified individual below the rank of principal shall be assigned either a thirty (30) minute lunch or thirty (30) minute recess duty each week. Every certified individual will be limited to a total of thirty (30) minutes of non-instructional duties per week.

2. Kindergarten Teacher's Duty – There may be an exception for adherence to the one-half (1/2) hour per week for the Kindergarten teacher due to scheduling conflicts.
  3. In the event of a shortage of non-certified personnel that would prevent the implementation of the above language, the Administration and Association will jointly devise a plan to remedy the situation in a timely and efficacious manner. Said plan to be approved by the Board.
- I. All teachers will be required to have lesson plans for the current calendar week available for administrative review.

**ARTICLE XVI**  
**ADMINISTRATIVE CONFERENCES**

- A. Any teacher shall be entitled to Association representation at any meeting or conference with the Administration if the teacher reasonably believes that the meeting will result in disciplinary action.
- B. If an Association representative is not available, a reasonable postponement will be arranged.

**ARTICLE XVII**  
**PERSONNEL FILES AND EVALUATIONS**

- A. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her file unless the teacher has had an opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
- B. No teacher shall be given a reprimand, suspended without pay or discharged without just cause. Claims regarding discharge are not subject to the grievance and arbitration provisions of the Agreement, but instead must be pursued if at all, under Connecticut General Statute §10-151.
- C. A teacher shall have the right to attach a written statement to any evaluation or material placed in his/her file.
- D. A teacher may have access to his/her personnel file with prior appointment and in the company of a designee of the Superintendent. The employee shall be permitted to reproduce any material in his/her file.

- E. No anonymous letters or materials shall be placed in the employee's file unless required by laws, such as bullying and sexual harassment, or the allegations have been verified by independent investigation.
- F. Administrators shall be encouraged to place in the employee's file information of a positive nature, including such material received from outside competent and responsible sources, indicating competencies, achievements, performances, or contributions. The material may be of an academic, professional or civic nature.
- G. A teacher may initiate a grievance on any adverse material, other than evaluations, placed in his/her file.
- H. The policy of evaluating teachers shall be in accordance with the most recent tools approved by the Board.
- I. The evaluation shall be reviewed with and by the person evaluated. It shall become part of his/her personnel file.
- J. Each teacher evaluated shall be given a copy of each evaluation.
- K. Any matter pertaining to a grievance shall be treated as confidential, except where there is contrary to law. A teacher's exercise of his/her right to utilize the grievance procedure and the written grievance shall not be held against him/her and shall not be consulted in decisions regarding re-employment.
- L. Any staff member required to meet with the Board for disciplinary purposes or as a part of an investigation of the staff member will have the right to be accompanied by a representative of the Association or designee.

**ARTICLE XVIII**  
**ABSENCES AND LEAVES OF ABSENCES**

- A. Sick Leave
  - 1. a. Teachers may be granted sick leave with full pay not in excess of fifteen (15) school days in any school year. Such portion of sick leave which is unused may be accumulated and become available for future use but the total accumulation shall not exceed one hundred eighty (180) days.
  - b. Part-time teachers who do not work a full school year schedule will be charged sick time for a full school day absence based on the following schedule:

	<b>Sick Days Used Per</b>		<b>Sick Days Used Per</b>
<b>FTE</b>	<b>Full Day of Absence</b>	<b>FTE</b>	<b>Full Day of Absence</b>
1.0	1.00	0.5	2.00



0.9	1.11	0.4	2.50
0.8	1.25	0.3	3.33
0.7	1.43	0.2	5.00
0.6	1.67	0.1	10.00

**B. Personal Leave**

1. Teachers hired before July 1, 2012 may be granted leave with prior approval by the Superintendent, with pay not to exceed three (3) days in any school year, one (1) of those days may be personal for which no reason need be given; beginning with the sixth (6th) year of continuous local service, there will be five (5) days, two (2) of which may be personal for which no reason be given. Teachers hired from July 1, 2012 forward may be granted leave with prior approval by the Superintendent, with pay not to exceed three (3) days in any school year, two (2) of those days may be personal for which no reason need be given. Part-time teachers who do not work a full school year schedule will be charged personal time for a full school day absence based on the following schedule:

	<b>Personal Days Used Per FTE Full Day of Absence</b>		<b>Personal Days Used Per FTE Full Day of Absence</b>
1.0	1.00	0.5	2.00
0.9	1.11	0.4	2.50
0.8	1.25	0.3	3.33
0.7	1.43	0.2	5.00
0.6	1.67	0.1	10.00

2. Personal leave is non-cumulative
3. Such leave may be granted for the following reasons:
  - a. In the event of death in the immediate family.
  - b. When a member of the immediate family is ill or disabled and requires the personal attention to the teacher. Immediate family shall mean father, mother, sister, brother, husband, wife, child, grandparent, in-law, or other relative who is an actual member of the teacher's household.
  - c. legal matters which cannot be handled on a non-school day. Examples are matters which requires attendance at a judicial or administrative hearing or any other emergency for other legal reasons necessitating an absence from school.
  - d. application for personal reasons other than those stated above may be made to the Superintendent, and, if denied, the teacher may appeal to the Board for such personal leave.

C. Religious Observance

Teachers shall be permitted absences without loss of pay and without deduction from sick leave accumulation up to total of not more than two (2) days in any school year for the personal observance of a publicly acknowledged religious holy day.

D. Bereavement or Funeral Leave

Teachers shall be permitted absences without loss of pay and without deduction from sick leave accumulations up to a total of not more than four (4) days in any year, in the event of death of father, mother, sister, brother, husband, wife, child, grandparent, in-law, or other relative or any other person who is an actual member of the teacher's household. In the event extended leave is needed, it will be at the discretion of the Superintendent and deducted from the teacher's accumulated sick leave.

E. Extended Leave Without Pay

1. Teachers may be granted leaves, not exceeding twelve (12) calendar months, which shall be subject to prior approval by the Board. Such leaves shall be taken without pay, fringe benefits or credit toward salary increments, and shall terminate at the end of the approved period of time.
2. A teacher may continue to participate in group insurance plans and other available benefits at his/her own expense during the period of leave if the teacher pays the Board the total cost of the insurance benefits during that period at least two (2) weeks before the Board would regularly make its payments.

F. Sabbatical Leave

1. After seven (7) years of continuous service in the Franklin School System, any teacher may apply for sabbatical leave and, if granted by the Board, the teacher shall be granted five-eighths (5/8) of his/her present salary. Application must be submitted at least six (6) months prior to the effective date of said sabbatical. The teacher must agree to return for three (3) years and if he/she fails to do so, he/she must reimburse the Board the amount granted to him/her. Not more than one (1) teacher may be on sabbatical leave at the same time.
2. A teacher upon return from a sabbatical leave, shall be restored to his/her former position and shall be continued at the same position on the salary schedule as if he/she had taught in the district during such period. He/she shall maintain tenure, insurance benefits, accumulated sick leave, and all other accrued benefits provided in this contract.

G. Jury Duty

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the person's professional salary and the court stipend. The teacher may request the Superintendent to request deferral from jury duty, provided a logical and valid reason is given.

H. Maternity Leave

Teachers are permitted to use up to 6 weeks of sick leave for birth or adoption of a child. Leave shall be granted in accordance with Section 46a-60(7)(B) of the Connecticut General Statutes for disabilities due to pregnancy. Disabilities due to pregnancy beyond the aforementioned six weeks must be supported by physician notes which must be provided to the Superintendent.

**ARTICLE XIX**  
**ASSIGNMENTS**

A. Assignments

1. Each teacher shall be notified in writing of any changes in his/her program and schedule for the ensuing school year, including the grades and/or subject that he/she will teach and any special or unusual classes or assignments he/she will have by June 1st. Subsequent to the letter of intent, the teacher shall notify the Superintendent or Board of any changes in his/her intention to return.
2. After notification of assignment has been given, such assignments may only be changed for valid reason. Any such change may only be made after written notice from the Superintendent to both the teacher and the Association. Such notice must state the reason(s) for the change of assignment.
3. Notification of all staff vacancies shall be circulated throughout the school immediately upon confirmation of their occurrences.
4. Change of assignments within the Franklin Elementary School System should be made on a voluntary basis whenever possible.
5. Teachers who desire a change of assignment to an available vacancy within the school system shall file written statements of such intent with the Superintendent and Principal. If two or more people within the Franklin Elementary School System request an assignment to the same

position, the procedure for making involuntary assignments, set forth in Section (6) below shall be followed.

6. When involuntary assignments are necessary the Superintendent shall consider the following factors: ability, qualifications, and areas of certification or special training, length of service in Franklin Elementary School System and years of experience in the kind of position to which the teacher may be assigned.
7. An involuntary assignment shall be made only after a meeting between the teacher involved and the Superintendent or his designee at which time the teacher shall be notified of the reasons for the assignment. In the event a teacher objects to the assignment at this meeting, the teacher may notify the Association. If the teacher and the Association agree to pursue the matter, then the Superintendent or his designee will meet with the Association representatives to discuss the assignment. If a grievance is processed thereafter, it shall be initiated at Level 2. The contents of such a grievance will be limited to the procedures set forth in this Article. Any teacher involuntarily assigned shall receive priority consideration for future vacancies as long as it causes no disruption in teaching continuity during the current school year.

## **ARTICLE XX**

### **STAFF REDUCTION AND RECALL**

The Board may find it necessary from time to time to reduce the number of certified personnel which it employs, due to reduced enrollment within the district, lack of funds, elimination or reduction of a special program, or other reasons.

The Superintendent is directed to develop a just and reasonable plan which will adhere to the principal of local seniority in which the tenured teacher with the least amount of total active teaching time in the Franklin Elementary School will be terminated. The plan will assure that a senior, qualified, and tenured teacher may fill the position of a less-senior, tenured teacher for selecting staff members to be released, with consideration of seniority, needs of the schools and quality and effectiveness of the individuals.

Prior to commencing action to terminate teacher contracts upon the needs to reduce staff, the Board will abide by procedures currently existing in employee organization agreements, or otherwise will give due consideration to its ability to reduce by:

- A. Considerations
  1. Voluntary retirements.
  2. Voluntary resignation

3. Assignment of existing staff members.
  4. Voluntary leaves of absence.
- B. If a teacher has attained tenure status, the contract of employment may be terminated if the teacher's position is eliminated, but only if there is no other position available in the school system for which that teacher is certified and qualified. "Position available" shall mean any position for which said teacher is certified and qualified and is vacant or currently held by a teacher who has not attained tenure in the school district. In the event that tenured teachers must be terminated due to elimination of position, and the potentially impacted tenured teachers are certified and qualified; the tenured teacher with the least total active teaching time in the Franklin Elementary School (Active teaching time for part-time, tenured teachers will be prorated.) will be terminated.

This shall include first preference for positions which are held by non-tenured teachers in addition to positions that are open and available. Determination of those to be released shall be in the following order:

1. Teachers holding temporary emergency permits.
  2. Non-tenured teachers holding an initial educator certificate.
  3. Non-tenured teachers holding provisional educator certificate.
  4. Tenured teachers holding a provisional educator certificate.
  5. Non-tenured teachers holding a professional educator certificate.
  6. Tenured teachers holding a professional educator certificate.
- C. The following criteria will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established above:
1. Areas of certification.
  2. Teaching experience in other positions which may be available.
  3. Degree status.
  4. Total years of teaching experience.
  5. Total years of teaching experience in the school system.

6. Qualifications and ability as determined by an objective evaluation of the teacher's performance.
- D.
1. When the Board considers termination of the contract of a teacher it shall authorize the superintendent to notify the teacher in writing that termination of his/her contract is under consideration. The notification and any subsequent proceedings related to termination will be in accordance with the provisions of Connecticut General Statutes 10-151.
  2. Nothing herein shall compel the promotion of a teacher to a higher rank even though the teacher is qualified for such promotion and the position is open, and the teacher is being considered for termination under board policy and this regulation.

E. **RECALL PROCEDURE/RE-EMPLOYMENT**

If the contract of employment of a teacher is terminated without prejudice because of elimination of a position, the name of that teacher shall be placed on a re-appointment list and remain on such list for a period twenty-two (22) months. If a position becomes open during such period and the teacher has been selected by the Board as the person who is certified and qualified for that position, then the teacher will be notified by certified mail sent to the last known address at least thirty (30) days prior to the anticipated date of reemployment whenever possible. The teacher must accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply to the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of the notification, the name of the teacher will be removed from the recall list.

**ARTICLE XXI**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Upon the request of the Board or the President of the Franklin Association - C.E.A., information as required by the law shall be released to each other when such information is relevant to negotiations or necessary for a determination as to whether the Agreement is being properly enforced and complied with. Any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement shall be superseded and replaced by the applicable provision of this Agreement.
- B. The Board and the Association agree that teacher application forms and oral interviews shall omit therefrom any reference to the teacher applicant's membership in any teacher-employee organization.

- C. The Association shall have the right to place materials in the mailboxes of the teachers. Placement shall be made by the President of the Franklin Association - C.E.A. or his designee.
- D. The Association shall have the use of the school building for its meetings, at reasonable times, and without costs.
- E. A bulletin board will be provided in the teachers' room for the purpose of displaying Association notices, circulars, and other Association materials.
- F. Any use of school secretarial personnel for Association business must be cleared through the Superintendent.

**ARTICLE XXII**  
**CONFORMITY TO LAW AND SAVING CLAUSE**

If any provision of this Agreement is or shall be at any time contrary to law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be so determined by a court of competent jurisdiction contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXIII**  
**DURATION**

- A. This Agreement and each of its provisions shall be binding and effective as of the first day of September, 2015 and shall continue in full force and effect until the thirty-first day of August, 2018.
- B. Negotiations for subsequent agreement shall commence according to Connecticut State Statutes.

**ARTICLE XXIV**  
**AVAILABILITY OF AGREEMENT**

- A. The Board shall supply copies of the Agreement to the Association.
- B. The Association agrees to distribute copies to each teacher.

**ARTICLE XXV**  
**ZIPPER CLAUSE**

This is a full and complete agreement, however, the parties may amend or waive sections of the Agreement by mutual consent.

**ARTICLE XXVI**  
**SIGNATURE AND SEAL OF AGREEMENT**

In witness thereof, the following have unto their signatures and seal this \_\_\_\_\_ day of  
January 2015.

For the  
**Franklin Board of Education**  
**C.E.A.**

For the  
**Franklin Education Association-**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:



## MEMORANDUM OF AGREEMENT

The Franklin Board of Education (hereinafter "Board") and the Franklin Education Association (hereinafter "Association") hereby agree to resolve two issues, arising during the negotiations of the 2012-15 collective bargaining agreement ("CBA") between the parties, in the following manner:

1. The provisions of the "Sick Days Bank" ("Bank"), contained in Article XVII of the 2009-12 CBA, will be removed from the 2012-15 CBA. Notwithstanding this removal, a Bank will be maintained outside the CBA. This Bank will have one hundred eighty-six (186) days, but no additional days will be added to the Bank. Distributions from this Bank will be made in accordance with the provisions of the prior Bank, which are attached hereto as Appendix A. When the one hundred eighty-six (186) days have been exhausted, the Bank will cease to exist. Any current teacher who had contributed to the Bank since September 1, 2002, and who, as of August 31, 2012, had less than one hundred eighty (180) days of accumulated sick days, would have those donations restored to their accumulated sick leave. There will, however, be no more than eighty (80) such days restored as a result of this Agreement. Nothing herein shall allow any individual teacher to accumulate more than one hundred eighty (180) sick days.
2. Notwithstanding the salary schedule contained in the 2012-15 CBA, Sarah Dugas, a 0.5 FTE teacher currently at Step 4 on the BA salary schedule for 2011-12, will, during the 2012-15 CBA, be paid at a full-time equivalent rate of \$57,986 (\$28,993 actual salary) for 2012-13 and 2013-14 and \$61,326 (\$30,663 actual salary) for 2014-15, unless during such time she becomes eligible to move off the BA schedule. If by the 2015-16 school year Ms. Dugas has not attained a master's degree, she will revert to the BA schedule contained in the CBA at that time.

This memorandum represents the full agreement between the parties to this matter and no other agreements pertaining thereto shall be valid unless in writing and signed by the parties.

**FRANKLIN BOARD OF EDUCATION**

**FRANKLIN EDUCATION ASSOCIATION**

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**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX A

### Sick Days Bank

- a. A "Sick Leave Bank" shall be established. The purpose of said bank shall be to aid only teacher members who:
  - (1) suffer prolonged absence;
  - (2) suffer a disabling disease;
  - (3) suffer an accident which causes disability;
  - (4) suffer major surgery including recovery period;
  - (5) suffer disability arising from complications from pregnancy and delivery;
  - (6) whose sick leave accumulation has been exhausted.
- b. No qualified member shall be permitted to use more than one hundred eighty-five (185) days from the Sick Leave Bank.
- c. All days not used in a year will be retained in the Sick Leave Bank.
- d. Membership in the bank is voluntary.
- e. A person withdrawing from membership in the Bank will not be able to withdraw contributed days.
- f. The sick leave pool will be administered by a panel composed of one (1) member of the Association, the Chairperson of the Board of Education, and the Principal. Each request for aid, as certified by a doctor's certificate, from the Sick Leave Bank shall be decided by the panel on the merits of the individual request. Action of the panel shall be by the majority vote. Decisions rendered by the panel are final and are not subject to appeal or grievance.
- g. Prior to October 1<sup>st</sup> the Board will annually supply the FEA with statistics regarding the status of the Bank, *i.e.*, number of participants, number of days, number of unit members taking from the Bank, number of days remaining in the Bank, etc.
- h. The FEA shall hold the Franklin Board of Education harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or by reason of actions: regarding the Sick Leave Bank.

APPENDIX B – CT PARTNERSHIP PLAN BENEFIT SUMMARY  
TO BE INSERTED

APPENDIX B – CT PARTNERSHIP PLAN BENEFIT  
SUMMARY TO BE INSERTED

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SUMMARY TO BE INSERTED

**APPENDIX B – CT PARTNERSHIP PLAN BENEFIT  
SUMMARY TO BE INSERTED**



APPENDIX C  
MEMORANDUM OF UNDERSTANDING

The undersigned parties, the Franklin Board of Education ("Board") and the Franklin Education Association ("Association") hereby covenant and agree that the following represents their complete and final agreement concerning the addition of four steps in the teacher's salary schedules during the 2014 contract negotiations.

1. The Board and the Association agree not to count these added steps (Steps A-D) for purposes of increment (or step) costs until the 2025-26 school year.
2. The Association and its members shall not file any grievances or prohibitive practice charges (TPP) regarding any of the issues outlined herein, except to enforce the terms of this Memorandum of Understanding ("Memorandum");
3. This Memorandum shall not be used and/or presented by either party as evidence of practice or custom. In addition, neither party shall introduce this Memorandum as evidence in any forum except to enforce the terms of this Memorandum.

Dated this \_\_\_\_\_<sup>th</sup> day of January 2015.

\_\_\_\_\_  
FRANKLIN BOARD OF EDUCATION

\_\_\_\_\_  
FRANKLIN EDUCATION ASSOCIATION