FRANKLIN EDUCATION ASSOCIATION

and the

FRANKLIN BOARD OF EDUCATION

between the

AGREEMENT

2018 - 2020
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Definitions

B. Keep confidential whenever possible under state law. Record keeping of closed-door meetings and other sales data that proceed here shall be kept confidential wherever possible under the law.

Purpose

Article III

Grievance Procedure

The Board hereby recognizes the Association as the exclusive representative of the employees of the Franklin Public Schools and does not bargain with them on an individual basis.

Article II

Recognition

The term of this agreement shall commence on the date it is signed. The Franklin Teachers' Agreement shall be in effect until June 30, 2018, and shall be renewed for additional terms of 1 year on the expiration date unless notified in writing by either party.

Professional Agreement

This Agreement is effective as of September 1, 2018, and governs the relationship between the Association and the Franklin Public Schools. It is to be applied in all aspects of the employment relationship between the parties.

Franklin Teachers' Agreement

September 1, 2018 to August 31, 2020
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. The grievances arising therefrom shall be submitted to the principal for resolution.

3. Failure by any administrator of the Board to render a decision within the time limit, shall be deemed to be acceptance of the grievance.

4. These time limits may be extended with mutual consent.

C. Time Limits

3. for the Association:
   a. a group of teachers having the same grievance or
   b. an individual teacher

   "Days" shall mean either:
   a. any matter not covered by this agreement
   b. any matter which an administrator of the Board, by law, rule or regulation, or the Board, or any person to whom the Board has delegated authority in this area, has determined to be beyond the scope of the mediation process
   c. any matter for which a method of review is prescribed by law
   d. any matter not covered by this agreement

September 1, 2019 to August 31, 2020

Franklin Teachers' Agreement
to the President of the Association.
render his/her decision and reasons therefor in writing within a copy
Written ten (10) days after such meeting, the Superintendent shall
greance.
der a designated representative, if any, for the purpose of resolving the
designated Superintendent shall meet with the aggrieved teacher and his/her
day after the receipt of such written grievance, the
or misapplied.
section within which the teacher/teachers allege has been misinterpreted
One/One, the Superintendent shall, within ten days, respond
written grievance which states the specific contract article and
within grievance which states the specific contract article and
written grievance which states the specific contract article and
within grievance which states the specific contract article and
written grievance which states the specific contract article and
written grievance which states the specific contract article and
written grievance which states the specific contract article and
written grievance which states the specific contract article.

2. Level Two – Superintendent

President of the Association.
issuer decision and reasons therefor in writing within a copy to the
Written ten (10) days after such meeting, the Principal shall re
resolving the grievance.
ister decision and reasons therefor in writing within a copy to the
Written ten (10) days after the receipt of such written
resolution, the Superintendent shall meet with the aggrieved teacher and
written grievance, the Principal shall meet with the aggrieved teacher and
written grievance, the Superintendent shall meet with the aggrieved teacher and
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written grievance, the Superintendent shall meet with the aggrieved teacher and
written grievance, the Superintendent shall meet with the aggrieved teacher and
written grievance, the Superintendent shall meet with the aggrieved teacher and
written grievance, the Superintendent shall meet with the aggrieved teacher.

1. Level One – Principal

E. Formal Procedure

be made to resolve the grievance as early as possible.
The Board and the Association agree that every reasonable effort should
Further efforts to resolve the problem informally.

should be made to resolve the problem informally.

2. If the teacher is not satisfied with such disposition of the matter, he/she

3. If the teacher is not satisfied with such disposition of the matter.

September 1, 2018 to August 31, 2020
Franklin Teachers Agreement
The Teachers' Immediate Supervisor, or Office of the Group of Teachers, or the
participating
participants,
of a grievance shall be filed separately from the personal folder of the
All documents, communications, and records dealing with the processing
miscellaneous.
Any stage of the procedure.
The Connecticut Education Association for consultation and assistance at
The Association may, if it desires, call upon the professional services of
participating in a grievance procedure by reason of such participation.
No expenses of any kind shall be taken by either party against any
rights of Teachers to Representation

The costs of the arbitrator shall be assumed by the losing party.

The arbitrator shall be a person of good standing, not subject to the
interests of the parties and shall submit to the arbitrator the
Rules. The decision of the arbitrator shall be final and binding
the arbitrator shall be bound by the voluntary Labor Arbitration
Administrative of the procedures.

The Association shall, within ten (10) days after the receipt of such
Association, submit to the grievance Board, the President of the
Association, request for a hearing by the grievance by submitting the
request, which shall be heard by the grievance Board within ten (10) days.

If the aggrieved teacher is not satisfied with the disposition of
Level Five - Binding Arbitration

A.

B.

C.

D.

E.

September 1, 2018 to August 31, 2020
Franklin Teachers' Agreement
B. Field of Deductions

1. Tax shelter annuity plans
2. Credit union
3. Board insurance
4. dues deduction

A. Article V

Payroll Deductions

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for payroll deductions must be in writing on approved authorization forms.

A. Diese

In the school calendar for each day absent, the salary earned shall be deducted by the number of working days.

E. Unauthorized absences will result in a deduction equivalent to one (1) day's salary.

D. A teacher attending a degree change, the next school year shall be withheld.

C. A teacher choosing to combine any salary payments, the earliest date of

the payment when signing their salary agreement for the forthcoming year.

B. Payments for the months of July and August will be received by the teacher on

with the last regular payroll made on the final day of school.

A. Salary payment shall be made on the first Friday of the first week of school and

set forth in this Article, the grievance shall be deemed withdrawn.

3. If the Association does not meet any of the time limitations

Association, the grievance may be processed immediately at the level at

September 1, 2018 to August 31, 2020
Franklin Teachers' Agreement
Subsequent Employment

Exhaustion of collective bargaining rights under the provisions of the contract of employment and re-employment where such rights are applicable may be exercised by the Association. Any such decisions on such rights shall be based upon the interpretation of the contract by the Association and the Board. All teachers employed by the Board shall join the Association or pay a

4. Non-Members

above

It said notice is timely delivered, it shall mean that in the coming school

month of August of any year.

Such teacher shall notify the Board the Association in writing the

NEA. Said notification shall continue in effect from year to year unless

payroll deductions of membership dues of the Association, the CEA and the

Association. It they have not already done so, an authorization for the

Association. Members who have not elected to join the Association shall sign and deliver to the

3. Members

Association member dues of service fee are hereby approved by the employees in advance.

Association agreement to deduct the annual service fee from their salaries

the annual service fee from September 1st or the school year the Board of

for those teachers who have not joined the Association and delivered said

5. Through payroll deductions.

Employment

September 1, 2018 to August 31, 2020

Franklin Teachers' Agreement

Deviations
The Association agrees to indemnify and save the Board harmless from any claim of lawful arising from the Board's fulfillment of its obligations under Article 9. Save Harmless

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

Changes in said list:

The Board shall notify the Association monthly of any changes in said list. The Board shall notify teachers of whom such deductions were made. The Board shall notify service fee. The Board shall include with the first month's check a list of the amount of money deducted during the month for the Association and the Board agrees to forward to the Association each month checks for the remaining school year. Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the September 1, 2018 to August 31, 2020 Franklin Teachers' Agreement.
### Step 1

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

#### Payroll Schedule 2018-19

\[ \text{Salary} \]

**Article VI**

September 1, 2018 to August 31, 2020

Franklin Teachers Agreement
prospective, will be placed on the MA+7.5 scale. Teachers on the MA+7.5 scale will be the only teachers permitted to be compensated on the MA+7.5 scale. No other teachers, current or prospective, will be placed on the MA+7.5 scale.

B. PAYROLL SCHEDULE 2019-20

September 1, 2018 to August 31, 2020

Franklin Teachers’ Agreement
$1,328  $1,328  $1,328  $1,328  $1,328  $1,328  $1,328  $1,328
2019-20

E. Longevity benefits:

Longevity is interpreted to mean that a teacher moving off Step 14 is eligible for longevity, i.e., those teachers employed as of July 1, 2000, shall be eligible for longevity. Only teachers employed as of July 1, 2000, shall be eligible for longevity payment.

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

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Salary Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-9</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>10 or more</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

C. Initial placement of a newly hired teacher on the salary schedule shall be placed in the applicable degree track of the salary schedule. Effective shall be placed in the appropriate degree track of the salary schedule. A subsequent experience in a position in a school system requiring a teaching assignment, and supplemented by the superintendent's determination, 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 shall:

B. Music Director (Band and Chorus)
A. Soccer, Basketball, Cross Country
Science Fair Coordinator
D. Play/Production Director

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

Extra-curricular Positions

F. A teacher may present to the board an extra compensation position with which will endeavor to exceed the time. The board will have the right to accept or reject the

G. advance.

Following:

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

2. Teachers shall receive extra pay for extra duty in accordance with the

3. Teachers shall receive extra pay for extra duty in accordance with the

4. Teachers shall receive extra pay for extra duty in accordance with the

September 1, 2018 to August 31, 2020
Franklin Teachers Agreement
 approved in advance by the Superintendent, whose
program of study and institution must be

institution of higher education.
Year Program of Master's degree taken or approved
successfully completed pursuant to a planned Sixth
Reimbursement shall be available for courses

following:

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

GRADUATE STUDY REIMBURSEMENT
ARTICLE VII

sages: the total cost of courses

The Board will pay the tuition cost and compensate each coach at the rate

positions. All positions that are created by the Board will be posted and offered to
to a member of the certified staff to apply for and secure one of the above

All positions shall be divided equally among the mentored teachers.

money to be shared among the staff who participate:

| Club Director | $725 |
| Advisers | $726 |
| Bowling | $1,026 |
| TEAM Mentor Facilitator | $1,114 |
| Athletic Director | $1,328 |

September 1, 2018 to August 31, 2020
Franklin Teachers Agreement
For one (1) year, reimbursement of the Board of Education for the value of payments received on behalf of faculty members, they are entitled to reimbursement. For example, if a teacher receives three (3) years of reimbursement for the number of years for which they worked for the Board of Education, the reimbursement is calculated as the difference between the total value of the Board of Education and the value of the payments received for the number of years for which expenses are incurred. 

The Board of Education shall partially reimburse teachers for expenses relating to the following:

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

   a. Days The Teacher
   b. The course. Reimbursement shall be made to the Teacher within thirty (30) days following completion of the course. Reimbursement shall be made to the Teacher within thirty (30) days following completion of the course. Reimbursement shall be made to the Teacher within thirty (30) days following completion of the course. 

A teacher who has received approval for reimbursement under this Article, the Teacher must be certified and employed by the Board.

To qualify for tuition reimbursement under this Article, the Teacher course is taken:

   a. By the same manner as defined by the Institution of the course to be defined in the successful completion of a course. The course shall be defined in the successful completion of a course. A Teacher may be reimbursed for up to two courses per year, at the rate of $750 per course.

Institution shall not result in denial of tuition reimbursement. Approval of the approved program, made by or with the approval of the Board of Education, reduces individual course changes within a pre-established approval.

September 1, 2020 to August 31, 2020
Franklin Teachers' Agreement
2. There is no additional cost to the participating teacher.

Provided:

The administration and coverage provided is comparable to that currently
provided.

Insurance or more to pool coverage, provided:

The Board has the right to study Health Insurance carriers and alternatives to the

board, provided the Board's insurance carrier concerns to such inclusion.

Teachers who resign or retire from the Franklin School System will be entitled to

purchased the benefits provided to a full-time teacher presently employed by the

F.

deemed eligible for Medicare.

Preferred Plan with Managed Beneets, co-insurance sufficient to cover the initial

coverage shall be provided through Anytime Blue Cross/Shield Centuryp

E. Those actively employed teachers eligible for Medicare who elect to receive such

contributions will be determined in proportion to performance of weekly hours

D.

All part-time teachers shall be entitled to the above benefits - the Board's

C. The immediate family members of a teacher who dies while employed by the

B. Group Term Life Insurance coverage in the amount of $20,000 with Accidental

(17.5%)

Teacher premium share payments shall be seventeen and one-half percent

A.

This Agreement as Appendix D.

The CT State Partnership Plan with Health Enhancement Program attached to

Follows:

The Board shall provide Health Insurance coverage for each full-time teacher as

ARTICLE VIII

BENEFIT PROGRAM

September 1, 2018 to August 31, 2020
Franklin Teachers' Agreement
ARTICLE IX

Section 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 160 days)
B. $27.00 per year for each year serviced in the Franklin School

NOTE: while awaiting plans during these mid-term negotiations, the Board and Association Nothing will prejudice either party from proposing insurance to examine if the January 15, 2019 contract year negotiations are on hold, the parties agree to

other related subject matter shall not be subject to this severance provision.

All health insurance plans defined herein shall be included solely in the distribution of payment of the excise tax, and the collective bargaining agreement upon the parties to agree to

Section 2. Should any Federal statute or regulation pertaining to IRC $4980I be mandated to take effect in 2020, the Section 15, 2019 contract year negotiations for the imposition of an excise tax in accordance with the Federal Excise Act shall be modified to

imposition of an excise tax is scheduled to

be addressed.

The Patient Protection and Affordable Care Act (PPACA) Public Law 111-148)

has been passed and codified under the Internal Revenue Code (IRC) $4980I, the

decision on comparability shall be made and binding upon the parties.

The Association shall have thirty (30) calendar days to study the proposed

change:

September 1, 2018 to August 31, 2020

Franklin Teachers Agreement
Parents who indicate a desire for one or all teacher-teacher contact conference for those

It is further agreed that teachers will hold an additional conference for those

A. p.m. and 6:00 to 8:00 p.m.

II. The teachers agree to take part in one (1) parent-teacher conference at the end of

TEACHER-PARENT COMMUNICATION

ARTICLE IX

Compensation by utilizing part-time leave.

By the Board shall cease and the teacher may then elect to supplement "voluntary" absences due to sick leave. After six months, the full salary supplement paid for absences due to paid sick leave, and any increases covered by Wyoming's Compensation, (shall be paid for sick leave), shall not be charged to annual or accumulated sick leave for the first six months. Full attendance with students and any increases covered by Wyoming's Compensation shall be credited to any absence due to any injury received while fulfilling responsibilities assigned to principal and shall be calculated at a rate of full attendance.

B. The board agrees to protect and save harmless any teacher from financial loss

BOARD RESPONSIBILITIES TO TEACHERS

ARTICLE X

I. Thereafter, without restriction, to defer such payment, without interest, until the beginning of the following fiscal year, following the March 1st next after retirement.

Retirement shall take effect on the date of retirement or, if the teacher so notifies the Board and refuses to retire before June 30th, the teacher shall be paid for accumulated sick leave on the date of retirement. If the teacher so notifies the Board and refuses to retire before June 30th, the teacher shall be paid for accumulated sick leave on the date of retirement, as above, in the event that the teacher fails to notify the Board and refuses to retire prior to retirement.

C. Teachers shall notify the Board of intention to retire by the March 1st prior to retirement.

Sick leave, accumulated sick leave on the above basis.

In case of death, the teachers' survivors or estate shall be paid the equivalent of

$30.00 per year for each year of service in the Franklin School

$20.00 per unused sick day (maximum 10 days)

2. Any teacher choosing to retire while employed, under this contract (2018-2020), and meeting the qualifications set forth above shall be paid

September 1, 2018 to August 31, 2020
Franklin Teachers' Agreement
agreed to maintain communication with each other, to inform students of
development and growth of the Franklin Elementary School. To this end both
participation by the entire professional staff in the education process, planning.
participation by the entire professional staff in the education process, planning.

A. The Board and the Association recognize the importance of

SCHOOL DEVELOPMENT

ARTICLE II

Board requirements.

1. The content of the professional development plan will meet State and

2. There will be four (4) professional development days in each

3. All professional development days will be full days.

C. 1. Days in addition to the required number of student days.

2. Part-time teachers will be granted the four (4) professional development

activities.

1. Part-time teachers shall be paid on a per diem basis for attending full-day

B. Part-Time Teacher Reimbursement.

Registration fee.

out-of-pocket expenses, including travel at IRS rate per mile, meals, and

committee relating to educational improvement shall be reimbursed for

either such in-service training sessions or designated to serve on any

regular school assignment without loss of salary. Teachers designated to

the administration to attend such session shall be released from their

regular assignment or to attend in-service training sessions, any teacher designated by

2. Period necessary.

meeting or making such a visit shall be granted time off with pay for the

provided to the administration of the Franklin. Each teacher attending such a

school systems, for the purpose of improving the quality of education

workshops, conferences, conventions. In-service training meetings, and

board and administration, leave may be granted to attend in-service,

A. Professional leave

PROFESSIONAL DEVELOPMENT

ARTICLE XII

September 1, 2018 to August 31, 2020

Franklin Teachers Agreement
There shall be scheduled no more than one hundred eighty-six (186) regular working days when pupil attendance is required for the duration of the agreement. Two (2) days when pupil attendance is required and one hundred eighty-six (186) regular working days when teacher attendance is required for individualization of instruction. Written application for teacher aide time may be submitted to the Principal. For a teacher aide:

1. Student characteristics

2. The degree of need for individualization of instruction

3. Class size

4. Range of academic levels

5. Classroom structure

Teachercs will take into consideration all of the following factors prior to a request for a teacher aide:

ADDITIONAL CLASSROOM ASSISTANCE

ARTICLE XVI

Student school day. Office hours shall be scheduled starting ten (10) minutes after the end of the school day. Consideration shall be given to the individual scheduling needs of teachers for a total of three times per month as scheduled by the administration. Teachers will be required to hold one 25 minute after school office hour per week.

Day Program. Exhibitions, Middle School Dances, Graduation, Dances, and the Town Memorial Day Program, Musical Programs, Science Fair, Art Shows, Physical Education Sporting Events. All teachers will attend at least two extra-curricular activities that involves the representative process either by committee, individual consultation or designated education programs and community events to guide in educational development.

September 1, 2018 to August 31, 2020

Franklin Teachers’ Agreement
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 personnel. The 750-minute lunch recess duty assigned to the principal of the school shall be eliminated. Every full-time teacher shall have preparation time during each school day. Teachers shall be given a thirty (30) minute lunch recess duty when not present in the building.

C. Duties Equal to the Percentage of Their Assignment

The Board and administration will make every reasonable effort to establish substitute for special teachers. Every reasonable effort will be made to hire education/health teachers. Every teacher shall be given a thirty (30) minute lunch recess duty.

E. Every reasonable effort shall be made to schedule each teacher at an uninterrupted time.

F. The Board shall ensure that the supervision of a special teacher is under the supervision of a special teacher.

G. Superintendent for special teachers.

Extended Workday

Meetings, which may be limited to a reasonable duration of time, shall not exceed 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, during the school year.

C. Teachers shall be present in their initial place of assignment no later than fifteen (15) minutes before the arrival of the students and shall be free to leave their initial place of assignment for all personnel to be removed from the premises.

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

Extended Work Year

September 1, 2018 to August 31, 2020

Franklin Teachers Agreement
permitted to reproduce any material in this/her file.

A teacher may have access to his/her personal file with prior appointment and
material placed in his/her file.

A teacher shall have the right to attach a written statement to any evaluation or

under Connecticut General Statute §10-161.

and application provisions of the agreement, but instead must be pursued if at all.
No teacher shall be given a reprimand, suspended without pay or discharged
without just cause. Claims regarding discipline are not subject to the grievance

No teacher shall be given a reprimand, suspended without pay or discharged

and does not necessarily indicate agreement with the contents.

that such signature merely signifies that he/she has read the material to be filed
by affixing his/her signature on the actual copy to be filed, with the understanding
the material. The employee shall acknowledge that he/she has read the material
small be placed in his/her file unless the teacher asks for an opportunity to read
shall be placed in his/her file unless the teacher asks for an opportunity to read

No material derogatory to a teacher's conduct, service, character, or personality

ARTICLE XVII
PERSONAL FILES AND EVALUATIONS

be arranged.

If an association representative is not available, a reasonable position will

meeting will result in disciplinary action.

conference with the administration of the teacher reasonably believes that the
Any teacher shall be entitled to association representation at any meeting or

ARTICLE XVI
ADMINISTRATIVE CONFERENCES

available for administrative review.

All teachers will be required to have lesson plans for the current calendar week.

After a& times; manner, said plan to be approved by the Board.

Association will jointly devise a plan to remedy the situation in a timely and
the implementation of the above, language, the administration and
the event of a shortage of non-certified personnel that would prevent

1. 2.

scheduling conflicts.

September 1, 2018 to August 31, 2020
Franklin Teachers Agreement
ABSENCES AND LEAVES OF ABSENCES

ARTICLE X

A teacher may initiate a grievance on any adverse material other than contributions. The material may be an academic, professional or civic nature. Administrators shall be encouraged to place in the employee’s file information of allegations or the allegations have been verified by independent investigation.

E.

No anonymous letters or materials shall be placed in the employee’s file unless

E.

September 1, 2012 to August 31, 2020

Franklin Teachers’ Agreement
Appeal to the Board for such personal leave. An application for personal reasons other then those stated above may be made to the Superintendent and if denied, the teacher may appeal to the Board. Reasons necessitating an absence from school
administrative hearings or any other emergency for other legal
matters which cannot be handled on a non-school day.

3. Such leave may be granted for the following reasons:

2. Personal leave is non-cumulative:

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<thead>
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<th>10:07</th>
<th>0.6</th>
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<td>00</td>
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<td>0</td>
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<td>00</td>
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<td>0.41</td>
<td>0</td>
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<tr>
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<td>0.5</td>
<td>0.50</td>
<td>0</td>
</tr>
</tbody>
</table>

Full Day of Absence

Personal Days Used Per

Full School Day Abscence will not be charged personal time for a
full school year schedule. Personal leave with prior approval will be charged personal time for a
personal leave which has been approved by the Superintendent. Prior approval will be granted leave which has been approved by the Superintendent.

July 1, 2012 for any purpose, reason or reason. Teachers hired from July 1, 2012 may be granted leave with prior approval by the Superintendent. Prior approval will be granted leave with prior approval by the Superintendent.

1. Teachers hired on or before July 1, 2012 may be granted leave with prior

2. Teachers hired after July 1, 2012.

<table>
<thead>
<tr>
<th>10:00</th>
<th>0.1</th>
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September 1, 2012 to August 31, 2020

Franklin Teachers' Agreement
A teacher upon return from a sabbatical leave shall be restored to his/her
sabbatical leave at the same time.

2. A Teacher may apply for sabbatical leave and if granted by the Board,
any teacher may apply for sabbatical leave and, if granted by the Board,
as a teacher may continue to participate in group insurance plans and other
incentives, and shall be entitled to the end of the approved period of time.

1. Teachers may be granted leaves, not exceeding twelve (12) calendar
months, which shall be subject to prior approval by the Board.

1. Extended leave Without Pay

E. Superintendent and deducted from the teacher's accumulated sick leave.
Supplemental and deducted from the teacher's accumulated sick leave.

D. Bereavement or Funeral Leave

Teachers shall be permitted absence without loss of pay and without deduction from
the personal observance of a publicly acknowledged religious holy day.
Teachers shall be permitted absence without loss of pay and without deduction from
the personal observance of a publicly acknowledged religious holy day.
Franklin Elementary School System request an assignment to the same
the Superintendent and Principal. At two or more people within the
within the school system shall the written statements of such incumbent
vacancy
Teachers who desire a change of assignment to an available vacancy
should be made on a voluntary basis whenever possible.

4. Change of assignments within the Franklin Elementary School System
immediately upon confirmation of their occurrence.

3. Notification of all staff vacancies shall be circulated throughout the school
assignment. Such notice must state the reasons for the change of
assignment. After written notice from the Superintendent to both the teacher and the
any change may only be made.

2. After notification of assignment has been given, such assignments may
in his/her intention to return.
intend the teacher shall notify the Superintendent. The Superintendent will keep the
letter of
requests. This leave shall not be deducted from sick leave or personal days. The
obligation. This leave shall be paid.

1. Each teacher shall be notified in writing of any changes in his/her program

A. Assignments

ARTICLE X

which must be provided to the Superintendent.

H. Maternity Leave

Teachers are permitted to use up to 6 weeks of sick leave for birth or adoption of a

G. Jury Duty

September 1, 2018 to August 31, 2020
Franklin Teachers’ Agreement
Voluntary Resignation

Voluntary Retirements

A. Considerations

agreements; or otherwise will give due consideration to its ability to reduce by:

Prior to commencing action to implement teacher contracts upon the needs to reduce

individuals.

consideration of seniority, needs of the schools, and quality and effectiveness of the

consideration of seniority; needs of the schools and quality, and effectiveness of the

less-senior, tenured teacher for selecting staff members to be released, with

senior, qualified, and tenured teacher may fill the position of a

plan will assure that a senior, qualified, and tenured teacher may fill the position of a

total effective teaching time in the Franklin Elementary School will be remunerated. The

principle of local seniority in which the tenured teacher with the least amount of

The Superintendent is directed to develop a just and reasonable plan which will adhere

elimination of reduction of a special program, or other reasons.

The board may find it necessary from time to time to reduce the number of certificated

STAFF REDUCTION AND RECALL

ARTICLE XX

During the current school year, if the teachers as long as it causes no disruption in teaching continuity,

Any teacher involuntarily assigned shall receive priority consideration for

such a grievance will be limited to the procedures set forth in this article.

is processed thereafter. It shall be initiated at Level 2. The contracts of

the assignment, the Superintendent, or his designee will meet with

may notify the Association. If the teacher and the Association agree to

Every teacher objects to the assignment at this meeting, the teacher

the teacher involved and the Superintendent or his designee at which time

An involuntary assignment shall be made only after a meeting between

7. Teachers may be assigned.

School System and years of experience in the kind of position to which the

certification of special training, length of service in Franklin Elementary

consider the following factors: ability, qualifications, and areas of

When involuntary assignments are necessary, the Superintendent shall

Section (6) below shall be followed.

September 1, 2018 to August 31, 2020

Franklin Teachers Agreement
5. Total years of teaching experience in the school system.

4. Total years of teaching experience.

3. Degree status.

2. Teaching experience in other positions which may be available.

1. Areas of certification.

Established above:

C. The following criteria will be used to select those employees who are to be terminated:

6. Tenured teachers holding a professional educator certificate.

5. Tenured teachers holding a professional educator certificate.

4. Tenured teachers holding a provisional educator certificate.

3. Non-tenured teachers holding a provisional educator certificate.

2. Non-tenured teachers holding an initial educator certificate.

1. Teachers holding temporary emergency permits.

Those to be released shall be in the following order:

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 time, tenure, teachers will be prioritized, will be tenured.

Teaching time in the Franklin Elementary School (Active Teaching Time for Part Time, Tenured Teachers) is defined as active teaching within the least total active teaching time per year. Tenured and certified, the highest teacher with the highest teaching time for part-time, tenured teachers due to elimination or position, and the position available for elimination need. Attendance within the school district. In the event that tenured teachers must be terminated, the teacher currently held by a teacher who has not attended or is certified and is certified or currently held by a teacher to choose the available position within the school system, for which that teacher is certified and position available in the school system for which the teacher is certified, but only if there is no other position within the school system the teacher’s position is eliminated. If a teacher has attained tenure status, the contract of employment may be:


3. Assignment of existing staff members.
The Board and the Association agree that teacher application forms and oral interviews shall not interfere with the teacher's evaluation. Any provision of this Agreement shall be superseded and replaced by the previously adopted policy of the Board which is in conflict with that policy. The Board shall have the right to implement any new procedures or regulations necessary for a determination as to whether or not an evaluation is required by the law. On the request of the Board of the President of the Franklin Association -

**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**ARTICLE XI**

**RECALL PROCEDURE/RE-EMPLOYMENT**

E. 1. With the provisions of Connecticut General Statutes 10-151, any subsequent proceedings related to termination will be in accordance with the Board's determination. The termination of a teacher's contract is under consideration. The termination of a teacher's contract is under consideration. The teacher's performance, qualifications, and ability are determined by an objective evaluation of the teacher's performance.

September 1, 2018 to August 31, 2020

Franklin Teachers Agreement
sections of the agreement by mutual consent.

This is a full and complete agreement; however, the parties may amend or waive

ZIPPED CLAUSE

ARTICLE XXX

A. The Association agrees to distribute copies to each teacher.

B. The Board shall supply copies of the agreement to the Association.

AVAILABILITY OF AGREEMENT

ARTICLE XXIV

This agreement and each of its provisions shall be binding and effective as of the

CONFORMITY TO LAW AND SAVING CLAUSE

ARTICLE XXII

through the Superintendent.

Any use of school secretarial personnel for Association business must be cleared

A bulletin board will be provided in the teachers' room for the purpose of

The Association shall have the use of the school building for its meetings, at

C.E.A. or his designee.

The Association shall have the right to place materials in the mailboxes of the

September 1, 2018 to August 31, 2020

Franklin Teachers' Agreement
In witness hereof, the following have unto their signatures and seal this day of December 21, 2017.

Signature and Seal of Agreement

Article XXVI

September 1, 2018 to August 31, 2020

Franklin Teachers' Agreement
This Memorandum represents the Full Agreement between the parties to this matter and contains no other agreements pertaining thereto, shall be void unless in writing and signed by the Parties.

The Agreement is that the 2011-12 CBA, the 2012-13 CBA and the 2013-14 CBA will remain in effect without modification. The provisions of the 2011-12 CBA, the 2012-13 CBA and the 2013-14 CBA will remain in effect without modification.

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Leave Bank.
Other costs which may arise out of or by reason of actions, regarding the sick
against any and all claims, demands, liens, lawsuits, counsel fees or
statistical regarding the status of the Bank, i.e., number of participants,
Prior to October 14th, the Board will annually supply the FEU with
their final and are not subject to appeal or:
Decisions rendered by the panel shall be by the majority vote.
The individual request; action of the panel shall be by the panel on the merits of
and the principal. Each request for aid, as certified by a doctors certificate,
one (1) member of the Association, the Chairman, on the Board of Education,
The sick leave pool will be administered by a panel composed of
A person withdrawing from membership in the bank, will not be able
Membership in the bank is voluntary.
All days not used in a year will be retained in the Sick Leave Bank.
No qualified member shall be permitted to use more than one
whose sick leave accumulation has been exhausted.
Suffer disability arising from complications from pregnancy an
delivery.
Suffer major surgery including recovery period.
Suffer from an accident which causes disability.
Suffer a disabling disease.
Suffer prolonged absence.
A "Sick Leave Bank" shall be established. The purpose of said

Sick Days Bank

APPENDIX A

September 1, 2018 to August 31, 2020;
Franklin Teachers Agreement
SUMMARY TO BE INSERTED

APPENDIX B - CT PARTNERSHIP PLAN BENEFIT

September 1, 2018 to August 31, 2020
Franklin Teachers' Agreement
SUMMARY TO BE INSERTED

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September 1, 2018 to August 31, 2020

Franklin Teachers’ Agreement
MEMORANDUM

MEMORANDUM

DATED: 11 day of December 2017

MEMORANDUM

Franklin Education Association

Franklin Board of Education

MEMORANDUM OF UNDERSTANDING

Appendix C

September 1, 2016 to August 31, 2020
Franklin Teachers' Agreement