

CITY OF FRANKLIN  
CITY COUNCIL MEETING  
November 1, 2021  
6:00 P.M.







## **CITY COUNCIL MEETING**

**Monday, November 1, 2021 - 6:00 p.m.**

**Council Chambers, Franklin City Hall**

or view only via Zoom: <https://us02web.zoom.us/j/82537979659>

or by phone: 1-312-626-6799, Meeting ID# 825 3797 9659

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### **SALUTE TO THE FLAG**

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### **MOMENT OF SILENCE FOR OUR VETERANS**

### **PUBLIC HEARINGS**

Ordinance #03-22, an amendment to the Franklin Municipal Code regarding Fireworks

Resolution #06-22, to accept and appropriate \$906,956 for the Franklin School District

### **WELCOME JULE FINLEY AND THE FRANKLIN PLAYERS FOR A PREVIEW OF MATILDA**

### **LEGISLATIVE UPDATE**

### **COMMENTS FROM THE PUBLIC**

*Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary*

### **CITY COUNCIL ACKNOWLEDGEMENT**

### **MAYOR'S UPDATE**

### **Agenda Item I.**

Council to consider the minutes of the October 4, 2021 City Council Meeting, the minutes of the October 12, 2021 City Council Special Meeting, and the minutes of the October 12, 2021 City Council Special Meeting (non-public session)

**Agenda Item II.**

Council to consider Ordinance #03-22, and amendment to the Franklin Municipal Code, Chapter 215 Noise, 215-4.1 Fireworks and 215-6 Violations and Penalties

**Item III.**

Council to consider Resolution #06-22, a resolution to accept and appropriate \$906,956 to the Franklin School District FY2023 Budget

**Agenda Item IV.**

School Board Update

**Agenda Item V.**

Council to consider the resignation of Ward 2 School Board member Glen Carter and Consider an appointment to fill the vacant Ward 2 School Board seat

**Agenda Item VI.**

Council to ratify the Franklin Education Association Agreement

**Agenda Item VII.**

Council to consider setting a public hearing on Resolution #07-22, a resolution to accept and appropriate \$6,076,391.29 in ARP ESSER III Funds for the School District

**Agenda Item VIII.**

Council to consider a title change from Welfare Administrator to Community Relations Liaison

**Agenda Item IX.**

Council to consider allowing fully vaccinated employees to convert 2 sick days to vacation days

**Agenda Item X.**

**Other Business**

1. Committee Reports
  2. City Manager's Update
  3. Late Items.
- Adjournment

*The City Council of the City of Franklin reserves the right to enter into non-public session when necessary according to the provisions of RSA 91-A.*

*This location is accessible to the disabled. Those wishing to attend who are hearing or vision impaired may make their needs known by calling 934-3900 (voice), or through "Relay New Hampshire" 1-800-735-2964 (T.D./TRY)*



**CITY COUNCIL MEETING**  
**AGENDA ITEM I**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of November 1, 2021*

**Subject: Approval of Minutes**

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**Motion:** “I move that the Franklin City Council approve the minutes of the October 4, 2021 City Council Meeting, the minutes of the October 12, 2021 City Council Special Meeting, and the minutes of the October 12, 2021 City Council Special Meeting (non-public session).”

Mayor calls for a second, discussion and the vote.





**City Council Meeting Minutes  
Monday, October 4, 2021 - 6:00 p.m.  
Council Chambers, City Hall**

**Council in attendance:** Interim Mayor Olivia Zink, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor Bob Desrochers, Councilor Jay Chandler, Councilor Karen Testerman, Councilor Ted Starkweather, Councilor April Bunker.

Absent: Councilor Paul Trudel.

**Others in attendance:** City Manager Judie Milner, City Department Heads, and members of the public.

Mayor Zink called the meeting to order in Council Chambers at 6:00 p.m.

Salute to the Flag was led by Councilor Chandler.

Councilor Desrochers honored the thousands of Veterans who returned from Iraq and Afghanistan that committed suicide. These soldiers need to be recognized for their sacrifice. When they return home, they are never the same. A moment of silence commenced in their honor.

**Public Hearings**

**Resolution #04-22**, to accept and appropriate a \$267,790.81 Firefighters Grant for Firefighter training.

The public hearing opened at 6:03 p.m.

Interim Mayor Zink asked if there was anyone who wished to speak. There was none.

The public hearing on Resolution #04-22 closed at 6:03 p.m.

**Resolution #05-22**, to accept and appropriate \$800,000 from a Land and Water Conservation Grant for the Whitewater Park.

The public hearing opened at 6:04 p.m.

Ward 3 resident Leigh Webb addressed the Council and asked if this grant will require a match and which City fund will it come from.

City Manager Milner replied that it will require a match which will come from CDFA Tax credits and a TIFF amendment.

Ward 2 resident David Testerman stated that the Council voted previously to return grant money and asked if this would happen again. City Manager Milner replied that she did not believe the City would lose on grant funds going forward.

There were no further comments.

The public hearing on Resolution #05-22 closed at 6:06 p.m.

### **Welcome Merrimack County Sheriff David Croft**

Sheriff David Croft introduced himself and explained the many things that the Sheriff's Department does for twenty-seven communities in Merrimack County. They provide transport services throughout the entire country, serve and carry out warrants, are staffed with a detective unit, and also provide Civil Process services such as court room security and inmate transport.

Sheriff Croft stated that he was Police Chief of Boscawen many years ago and knows the hardships that smaller police departments deal with and he stressed that giving back to the communities is important to him. When Franklin needs assistance from his department, they will be there.

Croft also stated that the Sheriff's department has full state jurisdiction and one of their goals is to obtain a search and rescue K-9. He also stated that the Injury Prevention Advisory Council (IPAC) will go to the schools and provide parents information on how to protect their children from internet crimes against their children.

There was no further discussion or questions for Sheriff Croft.

### **Legislative Update**

Representative Testerman stated that their will be committee meetings to review outstanding bills and the one that he feels affects Franklin the most is regarding the catch and release of those committing crimes. Since bail reform has taken affect over a year ago, many people arrested are being released under personal recognizances. This is a problem and needs to be addressed.

Testerman stated that hearings on bills will be scheduled sometime after the new year and he believes redistricting will also affect Franklin.

There was no further discussion.

### **Comments from the public**

The Mayor's Drug Task Force Coordinator Kandyce Tucker provided an update of the Fall Fest event on October 23<sup>rd</sup> and informed the Council of the flyers that were distributed to the local businesses. There will be a Soup Fest, a craft fair, a Halloween party at the Trip Center and Tunk or Treat as well as Drug Take back Day all on the same day. There is also an Adopt-a-Child



for Christmas program and a Scarecrow contest.

The Franklin Falls Business Group created flyers which will be updated monthly to include information on local businesses, restaurants, and activities. There are many flyers available located at businesses and at City Hall.

Kandyce also informed the Council that the mentoring program is rolling out and mentors are needed. Please reach out to her for more information or to apply.

Ward 3 resident Dean Laughy asked if the City can obtain a grant to purchase new microphones. He also requested the City formalize the permitting process for utilities to do construction in Franklin. He was not able to find any formal process or documentation to how this is supposed to be done. Laughy volunteered to assist with this process.

There were no further public comments.

#### **City Council Acknowledgements**

None.

#### **Mayor's Update**

None.

#### **Agenda Item I.**

Council to consider the minutes of the August 23, 2021 City Council Special Meeting, the minutes of the August 23, 2021 City Council Special Meeting Nonpublic Sessions (I & II), the minutes of the August 30, 2021 City Council Special Meeting, and the minutes of the September 13, 2021 City Council Meeting.

**Motion – Councilor Brown moved that the Franklin City Council approve the minutes of the August 23, 2021 City Council Special Meeting, the minutes of the August 23, 2021 City Council Special Meeting Nonpublic Sessions (I & II), the minutes of the August 30, 2021 City Council Special Meeting, and the minutes of the September 13, 2021 City Council Meeting. Seconded by Councilor Testerman.**

**Councilor Bunker abstained from the vote for the September 13<sup>th</sup>, 2021 City Council Meeting.**

**All others in favor. Motion PASSED.**

#### **Agenda Item II.**

Council to consider Resolution #04-22, a resolution to accept and appropriate \$267,790.81 from the 2020 Assistance to Firefighters Grant Program to be used for firefighter training.

**Motion – Councilor Bunker moved to adopt Resolution #04-22, to accept and appropriate grand funds in the amount of \$267,790.81 from the 2020 Assistance to Firefighters Grants program; and to authorized the City Manager to execute all necessary documents related to the grant program. Seconded by Councilor Brown.**

Councilor Starkweather stated that these funds will be used for training firefighters in other surrounding communities as well, it is not just for training Franklin firefighters. Administrative costs for the program are expected to be approximately 3% of the total grant.

Deputy Hall explained how the grant match was obtained.

There was no further discussion.

### **RESOLUTION #04-22**

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2022.**

**In the year of our Lord, Two Thousand Twenty,**

**WHEREAS**, the City of Franklin has a default budget for Fiscal Year 2022 which began July 1, 2021, **and;**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the Fire Department in conjunction with Lakes Region Mutual Fire Aid sought and received a federal grant called 2020 Assistance to Firefighters totaling \$267,790.81, \$243,446.19 federal and \$24,344.62 match for the purpose of fire training, **and;**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the grant requirements will be fulfilled in a joint effort by several of the 37 communities served by the Lakes Region Mutual Fire Aid, **and;**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the City will serve as fiscal agent for the grant and receive an administration fee from the grant for the service, **and;**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the required grant match funding of \$24,344.62 will come from Lakes Region Mutual Fire Aid, **and;**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire wishes to accept and appropriate the grant, **Now,**

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, October 4, 2021 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 04-22 accepting the 2020 Assistance to Firefighters grant in the amount of \$267,790.81, authorizing the City Manager to execute all necessary paperwork and authorizing an increase in FY2022 revenues:



Grant Revenue – 2020 Assistance to Firefighters Acct. No. 14-4-000-33111-457 – Two Hundred Forty Three Thousand Four Hundred Forty-Six dollars and 19 cents (\$243,446.19),

Donations – 2020 Assistance to Firefighters Acct No. 14-4-000-35085-457 – Twenty Four Thousand Three Hundred Forty-Four dollars and 62 cents (\$24,344.62),

And an increase in FY2022 expenditure accounts,

Professional Development – 2020 Assistance to Firefighters Acct No. 14-4-000-40290-457 Two Hundred Sixty Seven Thousand Seven Hundred Ninety dollars and 81 cents (\$267,790.81)

**By a roll call vote.**

**Roll Call:**

Councilor Chandler	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Brown	<u>Yes</u>	Councilor Testerman	<u>Yes</u>	Councilor Trudel	<u>Absent</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Starkweather	<u>Yes</u>	Councilor Zink	<u>Yes</u>

**All in favor. Motion PASSED.**

**Agenda Item III.**

Council to consider Resolution #05-22, a resolution to accept and appropriate a Land and Water Conservation Fund Grant in the amount of \$800,000 for the Whitewater Park.

**Motion – Councilor Bunker moved that the Franklin City Council vote to adopt Resolution 05-22, which accepts \$400,000 grant funds from the New Hampshire Department of Natural and Cultural Resources, through the National Park Service, appropriates the grant funds as a non-lapsing appropriation and authorizes the City Manager to sign and take action on all relevant documents pertaining to the administration of this grant. Seconded by Councilor Starkweather.**

Councilor Clarenbach asked if the match funds were previously appropriated. City Manager Milner replied that the matching funds were previously approved and appropriated by the Council under separate non-lapsing resolutions of previous years.

### **RESOLUTION #05-22**

**A Resolution Relating to a supplemental appropriation for Fiscal Year 2022.**

**In the year of our Lord, Two Thousand Twenty-One,**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2022 beginning July 1, 2021, **and**;

**WHEREAS**, the City Council of the City of Franklin recognizes that a Memorandum of Agreement was signed between the City of Franklin and the nonprofit Mill City Park at Franklin Falls, **and**;

**WHEREAS**, the City Council of the City of Franklin recognizes the recent efforts to improve the economic and residential viability of the downtown and the need to continue with additional progress, **and**;

**WHEREAS**, the City has been awarded a grant of \$400,000 from the New Hampshire Department of Natural and Cultural Resources, through the National Park Service to support the in water construction in the Winnepesaukee River for the white-water park, **and**;

**WHEREAS**, matching funds in the amount of \$400,000 are coming from the following non-lapsing appropriations: CDFA Tax Credits appropriated under resolution 04-20 & Franklin Falls Mixed Use Tax Increment Financing District Amendment 1 appropriated under resolution 06-20 for a total project funding of \$800,000, **now**;

**THEREFORE, BE IT RESOLVED**, *that at their regularly scheduled meeting of the City Council on Monday, October 4, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution 05-22, accepting grant funds from the New Hampshire Department of Natural and Cultural Resources, through the National Park Service, as a non-lapsing appropriation and authorize the City Manager to sign and take action on all relevant documents pertaining to the administration of this grant.*

**An Increase in Revenues:**

Federal Grant Revenue – White Water Park Acct. No. 01-9-014-33110-437 – Four Hundred Thousand Dollars (\$400,000),

**An Increase in Expenditures:**

Economic Development – White Water Park Acct. No. 01-6-511-40335-437 – Four Hundred Thousand Dollars (\$400,000),

**By a roll call vote.**

**Roll Call:**

Councilor Bunker	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Starkweather	<u>Yes</u>
Councilor Brown	<u>Yes</u>	Councilor Chandler	<u>Yes</u>	Councilor Trudel	<u>Absent</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Testerman	<u>Yes</u>	Councilor Zink	<u>Yes</u>

**All in favor. Motion PASSED.**

**Agenda Item IV.**

Superintendent Dan LeGallo provided an update on the Schools to the Interim Mayor and City Council.

LeGallo stated that the current enrollment is approximately 945 students. A small number of students are likely enrolling at the charter school.



Additional funds are expected which will be used for the Portrait of a Graduate program and also toward the FY2023 Budget. LeGallo explained that the additional funds derived from the state which used 2019-2020 pre-covid enrollment data for the adequacy aid formula as well as additional unused fund balance. Business Administrator Jefferson Braman explained how the unused fund balance was calculated.

LeGallo stated that the School Board has agreed on the new two-year Teacher's Agreement which will come forward for a public hearing request at the November City Council Meeting and hope to be approved at the December City Council Meeting.

LeGallo provided an update on the Manufacturing program stating that the manufacturing company, Freudenberg has joined the program at the High School.

Councilor Brown further explained the details and shared in the excitement of the school and of the Freudenberg company.

LeGallo concluded by informing the Council that the school is open and things are going very well.

Councilor Testerman requested that the School Board consider appropriating some of their new found funds from Fund Balance to the City to address our critical need for the police dispatch center upgrades. LeGallo stated that it would be added to the next agenda for the School Board to discuss.

#### **Agenda Item V.**

Council to consider the disposition of surplus equipment.

**Motion – Councilor Brown moved that the Franklin City Council authorize the Municipal Services Director to sell, for the best possible price, vehicles and equipment as itemized on the proposed “Fall 2021, Municipal Services Department, Surplus Equipment Disposition List. Seconded by Councilor Testerman.**

Councilor Desrochers requested that the Council not move forward with selling the Camaro until the City researches the value of it. He believes the City will not get top dollar for it at by way of the usual auction process. He also suggested that we do not sell the street sweeper until we have another one.

There was further discussion regarding the process of bidding on the Camaro and other items on the list. Director Hanscom stated that he didn't plan to get rid of the sweeper immediately but would when we are ready to do so.

There was no further discussion. **All in favor. Motion PASSED.**

**Agenda Item VI.**

Council to consider approval of the Developer's Agreement with Chinberg Properties.

**Motion – Councilor Brown moved that the Franklin City Council approve the language in the developer's agreement with Chinburg Properties for the Stevens Mill LLC project. Seconded by Councilor Testerman.**

Councilor Clarenbach asked if the City should revisit the number of parking spaces that Chinberg will be provided and if there will be a lease agreement. City Manager Milner explained that the City is looking to other areas in the back for additional parking and a lease agreement will be part of the plan.

There was discussion on the TIF Revenue Deficit and City Manager Milner explained how the City would cover the deficit.

There was no further discussion. **All in favor. Motion PASSED.**

**Agenda item VII.**

Council to consider setting a public hearing on Resolution #06-22, a resolution to accept and appropriate \$906,956 for the Franklin School District.

**Motion – Councilor Bunker moved that the Franklin City Council set a public hearing on November 1, 2021 for Resolution 06-22 appropriating \$656,956 to the Franklin School District fiscal year 2022 budget and appropriating \$250,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr Foundation. To be read in title only. Seconded by Councilor Brown.**

**All in favor. Motion PASSED.**

**Agenda Item VIII.**

Council to consider setting a public hearing on Ordinance #03-22, an ordinance to update the City's current Fireworks Ordinance.

**Motion – Councilor Brown moved that the Franklin City Council set a public hearing on Monday, November 1, 2021 at 6pm regarding Ordinance 03-22 changes to the noise ordinance; specifically, the fireworks and violations & penalties sections. Seconded by Councilor Starkweather.**

Councilor Clarenbach read aloud Ordinance #03-22.

**All in favor. Motion PASSED.**

**Agenda Item IX.**

**Other Business**

**1. Mayor Appointments**

- a) Interim Mayor Zink re-appointed Tim Stangroom to the Conservation Commission (seat #CC2), term of service is 3 years to September 2024.
- b) Interim Mayor Zink re-appointed Roy Gilbreth to the Conservation Commission (seat #CC6), term of service is 3 years to September 2024.
- c) Zink also stated there were two open seats on the Conservation Commission and urged the Council to ask people they know to apply.

**2. Committee Reports**

- a) Councilor Testerman provided an update on the recent Police Committee Meeting where Chief David Goldstein presented a SWAT analysis. They look forward to quarterly committee meetings and stated that the public is always invited to the committee meetings.

Councilor Clarenbach stated that funding for the police dispatch will be a priority.

- b) Councilor Bunker stated that the Legislative Committee meet and the Fireworks Ordinance was discussed with changes brought forward during tonight's Council meeting.
- c) Bunker also stated that she was in support of a School/City Liaison Meeting but did not want to duplicate discussion of the Joint Finance Committee. She agreed to discuss it with School Board Chair Tim Dow and move forward if the teams would like to.

Interim Mayor Zink asked the Council if they would like to pick a date tonight for the Peabody Place tour or if a doodle poll was needed. After a brief discussion the Council's consensus was to do the tour before next Tuesday's City Council Special Meeting to Canvass the Vote.

- d) Councilor Chandler stated that the Parks and Rec Committee met in September. They reviewed the costs and determined that the taxpayers are paying the administrative costs of \$153K per year and the programs themselves are fully funded. Non-residents do pay more for use of the programs.  
Chandler also requested that the school consider appropriating funds back to the City so it can be put toward the dispatch center upgrades.
- e) Councilor Desrochers requested an update regarding the approved funding to repair the bathrooms at Daniel Park. To date, no work has been done. City Manager Milner stated that there was a delay due to COVID and with the construction company. She will look into this and get back to the Council.

**3. City Manager's Update**

- Contingent Grant Line Activity –none
- Trust fund for school funding – \$146.04

- Welcome Michelle Stanyan, City Clerk/Tax Collector.
- Next Workshop Meeting will be on 10/25/21 at 6pm Economic Development.
- City Clerks Office will be closed 10/5 for elections.
- Milner reviewed the voting locations.
- Canvass of the Votes is scheduled on 10/12/21 at 6pm
- Committee meetings in October: Finance Committee 10/19 at 5:30pm & Joint Finance 10/19 at 6pm Downstairs “Blue Room” City Hall and the Fire Committee meeting is scheduled on 10/13 3pm at the Fire Department.
- There were Media Connections with the Concord Monitor and The Legacy.
- Mill City Park Update – the engineer is here this week from Colorado. There were some struggles getting the feature foundation in place however it has started and will continue to pour in the foundation later in the week.
- Milner thanked the neighbors surrounding Trestle View during this time, the pumps have been very loud.
- 10 digit dialing will begin on 10/24
- The Cable consortium will be sending audit questions to the franchisee to be sure they are in compliance with the current agreement.
- The City will send a survey within the next month.
- The NH DOT will hold a GACIT Hearing here in Franklin to discuss their 10-year plan. They will travel to other communities and hold repeat meetings in case folks can’t attend it here on October 18<sup>th</sup> at 7 p.m.
- Milner provided an update on her Council Request Follow-up log.

#### 4. Late Items.

Repurchase of Tax Deeded Properties by previous owner.

**Motion – Councilor Brown moved that the Franklin City Council deed 6 Ivy Lane (Map/Lot 096 061 006) to Priscilla Early upon receipt of all back taxes and interest, penalties, and fees (minus the 15% of assessed value penalty). Seconded by Councilor Testerman.**

Councilor Clarenbach questioned the letter stating 15% but the amount of the penalty equals 10%. City Manager Milner stated that he was correct and the letter should state 10% which will be waived since the residence is owner occupied.

**Councilor Clarenbach moved to amend the motion to replace 15% to 10% penalty. Seconded by Councilor Bunker.**

**All in favor of the amendment. Motion PASSED.**

**All in favor of the amended motion. Motion PASSED.**

There was no further discussion.

**Motion to adjourn was made by Councilor Clarenbach. Seconded by Councilor Desrochers.**

**All in favor. Motion PASSED.**

Meeting adjourned at 7:39 p.m.

Respectfully submitted,

Audrey Lanzillo





## **City Council Special Meeting Minutes Tuesday, October 12, 2021 - 6:00 p.m. Franklin Public Library (upstairs)**

**Council in attendance:** Interim Mayor Olivia Zink, Councilor Jo Brown, Councilor Scott Clarenbach, Councilor Bob Desrochers, Councilor Jay Chandler, Councilor Karen Testerman, Councilor Ted Starkweather, Councilor April Bunker, Councilor Paul Trudel.

**Others in attendance:** City Manager Judie Milner, Police Chief David Goldstein, Police Lieutenant Dan Poirier, and members of the public.

Mayor Zink called the meeting to order in Council Chambers at 6:09 p.m.

Salute to the Flag was led by Councilor Starkweather.

### **Interim Mayor opened the meeting for Public Comments**

Ward 2 resident and Election Ward Clerk Janet Desrochers stated to the Council that she would be referring to the minutes of the October 11, 2018 Council Special Meeting as a basis for her comments tonight. She also stated that she received an email on October 6, 2021 from City Clerk Michelle Stanyan that a recount would be scheduled. On October 7, 2021 she received a doodle poll from Executive Secretary Audrey Lanzillo asking for availability to schedule the recount. Janet responded to both. On October 8, 2021 an updated agenda was sent out to the Council and the public. Janet stated that she confirmed the meeting on October 8, 2021 with the City Clerk and was informed that more information would be coming however she didn't receive any further information. On October 11, 2021 Janet received a call from the Ward II Moderator inquiring with regards to the upcoming recount meeting and that she herself didn't receive any information. On October 12, 2021 Janet called the City Clerk to inquire if the recount committee had been chosen and confirmed that other election officials from other wards had been asked to attend the recount meeting as well.

Janet then referred to the minutes from the October 11, 2018 City Council Special Meeting and stated that the Council voted during that meeting on who would sit on the election committee and believed anything outside of what the Council voted on that evening for future recount teams would be illegal. She further requested that the Council should review other procedures and question whether they were done. She stated that she should have been given the courtesy to know that she wasn't going to be part of the recount committee and that the rules get changed to suit others.

There were no further comments from the public.

**Agenda Item I.**

Ward 2 Ballot Recount

Councilor Desrochers asked who will be sitting on tonight's recount committee.

City Clerk Stanyan stated that she is the new City Clerk and that this is her first election here. Stanyan presented her recommendation of the recount committee and that it was the Council's ultimate decision. She recommended Moderator Cameron Temple from Ward III. The Ward II Moderator stated that she was not available tonight therefore Cameron was able to sit on the recount committee. Also recommended, was Supervisor of the Checklist Dan Darling, Ward I City Councilor Starkweather, and Ward II Clerk Janet Desrochers. Stanyan would also participate by overseeing the recount.

Stanyan stated that she thought recommending others from a different ward than the recount ward in question would be an impartial approach.

Council members questioned the vote that was taken during the October 11, 2018 City Council Special meeting and asked if it was illegal. City Manager Milner replied that the vote the Council took at that time was not illegal and that it is the Council's decision to set the Ballot Recount Team. City Clerk Stanyan was asked to provide the Council with a recommendation tonight and that they would make the final decision. Milner agreed with Stanyan's view of having an outside set of eyes on the ballots was a good idea. To be sure the City was not doing anything wrong, the Secretary of State's Office was contacted and they fully supported the recommendation presented to the Council tonight.

City Manager Milner assured the Council that the City followed the guidelines of the State and the City Attorney from his comments during that October 11, 2018 meeting. The Council then discussed who would sit on tonight's Recount Team.

Councilor Bunker asked the Ward II Ward Clerk Janet Desrochers if she would be willing to be part of the recount committee and she replied that she wasn't notified that she would be invited to sit on the recount team nor felt welcome to do so. Janet stated that she felt disrespected by not being informed either way ahead of tonight's meeting.

Councilor Clarenbach questioned whether a member of the Ward II Committee should be present to confirm the contents of the box and if tonight's meeting should be rescheduled. City Clerk Stanyan explained the contents of the box are sealed in a manner that would show if there was any reason to believe the box didn't contain all its contents or was tampered with and she confirmed that it was not compromised due to the design of the tamper resistant sealing tape used.

Councilor Desrochers read a section of the minutes from the October 11, 2018 minutes and believed the Council's wishes were disregarded when tonight's meeting was planned. He felt that decisions of the Council from the October 11, 2018 meeting were not being followed and tonight's meeting is illegal.

City Manager Milner replied by reminding the Council that there was a discussion during that October 11, 2018 meeting and a vote taken to create the recount team but the vote was not codified after that. There was an Ordinance provided to the Council however it was tabled and asked to go to the Secretary of State at that time. It is unknown if that went to the Secretary of State's Office at that time however it still remained on the table. Milner stated there was frustration at that time as well. Milner stated that new City Clerk Stanyan did a great job calling the Secretary of State and getting all this information together for the Council tonight.

Milner apologized if something fell through the cracks however tonight's meeting was in fact properly noticed for the public. She also stated that the Code Book is up-to-date and it gets updated once a year. Any new code changes are included on the main page directly under the words Charter and Code Book which states that the code is in affect but may not show within the code book yet.

Milner stated that she would like this ordinance in question to come off the table so it can be discussed in an upcoming Legislative meeting so these important discussions can come back to the Council. At this current time, there is no official Ordinance to move forward with tonight and as it is done for many other Council Meetings, a suggested motion has been provided to the Council tonight. She stated that there were no underhanded dealings in planning tonight's meeting.

**Motion – Councilor Brown moved that the Franklin City Council accept the individuals suggested by the City Clerk for the recount of the Ward II City Council Seat: Ward III Moderator Cameron Temple, Ward III Supervisor of the Checklist Dan Darling, Ward I City Councilor Starkweather, and Ward III City Councilor Scott Clarenbach. Seconded by Councilor Chandler.**

**Motion – Councilor Desrochers moved to amend the motion to use Ward II Councilor Desrochers and Ward II Councilor Zink to sit on the Recount Team as well as the Moderator and the ward clerk. Since the Moderator is not here, then the City Clerk can appoint a replacement. The Recount Team will consist of City Clerk Stanyan, two Councilors (Desrochers and Zink), Ward III Moderator Cameron Temple and the Ward II Clerk Janet Desrochers. Seconded by Councilor Clarenbach.**

City Clerk Stanyan reviewed the State RSA with the Council to assure them that they are following state guidelines.

There was no further discussion.

8 in favor of the amendment. 1 abstention. Motion PASSED.

8 in favor of the motion as amended. 1 abstention. Motion PASSED.

Motion – Councilor Clarenbach moved to recess during the recount. Seconded by Councilor Brown.

All in favor. Motion PASSED.

Recess began at 6:44 p.m.

City Clerk Stanyan announced that she was opening the Ballot Box at 6:50 p.m. She explained how she was dividing the ballot piles and began the recount. The recount was complete and meeting returned to session at 7:16 p.m. City Clerk Stanyan announced that she was sealing the box. City Clerk Stanyan announced the that the original votes for Karen Testerman and Vince Ribas stand: 116 for Ribas and 113 for Testerman.

Councilor Testerman thanked the Council, Recount Team, and residents for their time.

## Agenda Item II.

Canvass the Vote

Motion – Councilor Desrochers moved that the Franklin City Council accept the return of the votes and declare the following elected:

**CITY OF FRANKLIN – WARD I**  
CITY ELECTION RESULTS  
OCTOBER 5, 2021

Total Voters on the Checklist- 1594  
Ballots Cast- 299  
Voter Turnout- 18%

<b>Mayor- Two Years</b>	
<b>Jo Brown</b>	<b>169</b>
C. Olivia Zink	124
<b>Write-In's</b>	<b>2</b>
<b>City Council-Three Years</b>	
<b>George J. Dzujna</b>	<b>252</b>
<b>Write-In's</b>	
Scatter	6
<b>School Board- Three Years</b>	
<b>Delaney Carrier</b>	<b>230</b>
<b>Write-In's</b>	
Scatter	7
<b>Supervisor of the Checklist- Six Years</b>	
<b>Donna R. Liolis</b>	<b>230</b>
<b>Write-In's</b>	
Scatter	4

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***Supervisor of the Checklist- Five Years***

**Sharon L. Denaauw** \_\_\_\_\_ 222 \_\_\_\_\_

***Write-In's***

**Scatter** \_\_\_\_\_ 2 \_\_\_\_\_

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***Supervisor of the Checklist- Three Years***

**Christine P. Dzujna** \_\_\_\_\_ 250 \_\_\_\_\_

***Write-In's*** \_\_\_\_\_ 1 \_\_\_\_\_

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**QUESTION:**

“Shall we allow the Charter Revision in Chapter C, C-11. Vacancies. as shown below?”

**Yes** \_\_\_\_\_ 235 \_\_\_\_\_

**No** \_\_\_\_\_ 45 \_\_\_\_\_

**CITY OF FRANKLIN – WARD II**

**CITY ELECTION RESULTS**

**OCTOBER 5, 2021**

**Total Voters on the Checklist- 1179**

**Ballots Cast- 242**

**Voter Turnout- 20%**

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***Mayor- Two Years***

**Jo Brown** \_\_\_\_\_ 138 \_\_\_\_\_

**C. Olivia Zink** \_\_\_\_\_ 103 \_\_\_\_\_

***Write-In's*** \_\_\_\_\_ 1 \_\_\_\_\_

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***City Council-Three Years***

**Vincent S. Ribas** \_\_\_\_\_ 116 \_\_\_\_\_

**Karen Testerman** \_\_\_\_\_ 113 \_\_\_\_\_

***Write-In's*** \_\_\_\_\_

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***School Board- Three Years***

***Write-In's-Sam McLaughlin*** \_\_\_\_\_ 23 \_\_\_\_\_

**Laurie Cass** \_\_\_\_\_ 11 \_\_\_\_\_

**Scatter** \_\_\_\_\_ 21 \_\_\_\_\_

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***Supervisor of the Checklist- Six Years***

**Werner D. Horn** \_\_\_\_\_ 165 \_\_\_\_\_

***Write-In's*** \_\_\_\_\_ 7 \_\_\_\_\_

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**QUESTION:**

“Shall we allow the Charter Revision in Chapter C, C-11. Vacancies. as shown below?”

**Yes** \_\_\_\_\_ 136 \_\_\_\_\_

**No** \_\_\_\_\_ 47 \_\_\_\_\_



Total Voters on the Checklist- 1751  
Ballots Cast- 346  
Voter Turnout- 19%

Late Item: Repurchase of Tax Deeded Properties by previous owner Gerald S Douville of 15 Trail Street.

City Manager Milner stated that Mr. Douville provided his intention to purchase back the property in writing to the City. He intends to pay the total amount due of \$3,543.44 by October 21, 2021. If the payment isn't received by the date, the City will retain ownership and dispose of the property.

**Motion – Councilor Bunker moved that the Franklin City Council deed 15 Trail Street Map/Lot #078-006-06 to Gerald S. Douville upon receipt of all back taxes and interest, penalties, and fees (minus the 10% of assessed value penalty.) Seconded by Councilor Testerman.**

**Motion – Councilor Desrochers moved that the motion be amended to include that unless all the back taxes are paid by October 21, 2021, the property will revert back to the City. Seconded by Councilor Brown.**

**There was no discussion on the amendment.**

**All in favor of the amendment. Motion PASSED.**

**There was no discussion on the motion as amended.**

**All in favor. Motion PASSED.**

**Agenda Item IV.**

Mayoral Oath of Office

City Clerk Michelle Stanyan administered the official Mayoral Oath for Jo Brown as the City of Franklin's New Mayor.

**Motion – Councilor Clarenbach moved that the Franklin City Council fill the now empty Council seat by swearing in George Dzujna to the Franklin City Council as Ward II Councilor. Seconded by Councilor Chandler.**

**There was no discussion. Roll call:**

Councilor Chandler	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Brown	<u>Yes</u>	Councilor Testerman	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Starkweather	<u>Yes</u>	Councilor Zink	<u>Yes</u>

**All in favor. Motion PASSED.**

Mayor Brown thanked Interim Mayor Zink for her work over the past several months and Brown's family gave Zink a lovely bouquet of flowers. There was applause for Zink.

City Clerk Michelle Stanyan administered the official oath for Councilor George Dzujna.

**Motion – Councilor Desrochers moved to enter into nonpublic session according to RSA 91-A:3,II(c) Matters which if discussed in public, would likely affect adversely the reputation of any person other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant. Seconded by Councilor Clarenbach.**

**Roll call to enter into non-public:**

Councilor Chandler	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Dzujna	<u>Yes</u>	Councilor Testerman	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Starkweather	<u>Yes</u>	Councilor Zink	<u>Yes</u>

**All in favor. Motion PASSED.**

**Entered into nonpublic at 7:30 p.m.**

**Motion to leave nonpublic session and return to public session was made by Councilor Bunker and seconded by Councilor Desrochers.**

**All in favor. Motion PASSED.**

**Public session reconvened at 7:43 p.m.**

**Motion to seal the minutes was made by Councilor Zink and seconded by Councilor Bunker, because it is determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board.**

**Roll call to seal the minutes:**

Councilor Chandler	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Dzujna	<u>Yes</u>	Councilor Testerman	<u>Yes</u>	Councilor Trudel	<u>Yes</u>
Councilor Clarenbach	<u>Yes</u>	Councilor Starkweather	<u>Yes</u>	Councilor Zink	<u>Yes</u>

**All in favor. Motion PASSED.**

**Motion to adjourn was made by Councilor Bunker and seconded by Councilor Clarenbach.**

**All in favor. Motion PASSED.**

Meeting adjourned at 7:44 p.m.

Respectfully submitted,

Audrey Lanzillo

**CITY COUNCIL MEETING**  
**AGENDA ITEM II**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

October 4, 2021

**From:** Legislative Committee

**Subject:** Council to Consider Setting a public hearing on Ordinance 03-22 Changes to the Noise Ordinance, Fireworks and Violations and Penalties Sections

---

**Suggested Motions:**

**October 4, 2021**

Councilor moves, "I move that the Franklin City Council set a public hearing on Monday, November 1, 2021 at 6pm regarding Ordinance 03-22 changes to the noise ordinance; specifically, the fireworks and violations & penalties sections."

Mayor calls for a second, discussion and vote.

**November 1, 2021**

Councilor moves, "I move that the Franklin City Council adopts Ordinance 03-22 changes to the noise ordinance; specifically, the fireworks and violations & penalties sections."

Mayor calls for a second, discussion and roll call vote.

**Discussion:**

The legislative committee met on Wednesday August 25, 2021 to review the fireworks ordinance in response to citizen complaints. Members of the committee are bringing forward a few changes in order to provide a fair policy for most. Changes are as follows:

Prohibit fireworks usage on Monday, Tuesday, Wednesday and Thursday with the exception of Federal Holidays.

Change the end time of permitted use on Friday, Saturday and Sunday to 10pm.

Change the penalty to \$100 for first offense and \$500 for every offense thereafter.

**Attachments/Exhibits:**

Ordinance 03-22





## CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

Phone: (603) 934-3900  
Fax: (603) 934-7413

### ORDINANCE #03-22

#### AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:

In the Year of our Lord, Two Thousand Twenty-One;

Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 215, Noise, 215-4.1 Fireworks and 215-6 Violations and Penalties be changed as follows (**bold additional language**, strikethrough for deleted language):

### Chapter 215. Noise

#### § 215-4.1. Fireworks.

[Added 9-4-2007 by Ord. No. 05-08; amended 9-5-2017 by Ord. No. 07-18]

A.

Statement. It is the intent of the City of Franklin to allow the safe and authorized use of Class B fireworks and legal Class C "permissible fireworks" as described by the New Hampshire State Fire Marshal's Office pursuant to all regulatory guidelines under NH RSA 160-B and NH RSA 160-C. Furthermore, it is intended to protect the health and welfare of the citizens of the City of Franklin and preserve the quality of life in this community, without unduly prohibiting, limiting or otherwise regulating the legal sale and display of fireworks defined in NH RSA 160-C. The purpose of this section is to establish standards for the control of fireworks in the City by prohibiting specific activities during designated times.

B.

Without limitation of the prohibition contained in § 215-2, it shall be unlawful for any person within any residential, commercial, retail or industrial zone of the City to ignite fireworks, Monday through Thursday of any given week with the exception of Federal Holidays. Further, it shall be unlawful for any person within residential, commercial, retail or industrial zone of the City to ignite fireworks past the hour of 10:00~~9:30~~ p.m. until 12:00 noon the following day on Friday, Saturday and Sunday of a given week.

C.

It shall be unlawful for any person to violate any of the provisions or regulations as set forth by this section.

## § 215-6. Violations and penalties.

Any person who violates any of the provisions of this chapter shall be guilty of a violation and a penalty shall be imposed upon him or her not to exceed the sum of \$100 for the first offense and not to exceed the sum of \$500 for each offense thereafter. Such person shall be deemed to be guilty if a violation of this chapter is committed, continued or permitted by such person and shall be punishable therefor as provided herein.

Effective November 1, 2021 by a roll call vote.

By a roll call vote.

Roll Call:

Councilor Dzujna	_____	Councilor Clarenbach	_____	Councilor Testerman	_____
Councilor Bunker	_____	Councilor Desrochers	_____	Councilor Trudel	_____
Councilor Chandler	_____	Councilor Starkweather	_____	Councilor Zink	_____

Approved: \_\_\_\_\_

Mayor

Passed: \_\_\_\_\_

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Michelle Stanyan is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: \_\_\_\_\_

City Clerk

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

**CITY OF FRANKLIN  
NOTICE OF PUBLIC HEARING & MEETING**

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, November 1, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Ordinance #03-22, regarding and amendment the Franklin Municipal Code, Chapter 215 Noise, 215-4.1 Fireworks and 215-6 Violations and Penalties.**

**Provisions for persons with special needs can be made by contacting the City Manager's office, via telephone or mail at least five days prior to the public hearing.**

**City of Franklin  
316 Central Street  
Franklin, NH 03235  
(603) 934-3900**

**CITY COUNCIL MEETING**  
**AGENDA ITEM III**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

October 4, 2021

**From:** Dan LeGallo, Superintendent

**Subject:** 2021-2022 Appropriations Fund Balance and New Revenue and Portrait of a Graduate Grant Funding

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### **Recommendation:**

To allow the Franklin School District to appropriate additional funding from increased adequacy aid and additional fund balance. The total amount of additional funding is \$656,956. **Also,**

To allow the Franklin School District to appropriate a Portrait of a Graduate grant funding from the Barr Foundation. The total amount of grant funding is \$250,000.

### **Suggested Motions:**

#### **October 4, 2021**

Councilor moves, "I move that the Franklin City Council set a public hearing on November 1, 2021 for Resolution 06-22 appropriating \$656,956 to the Franklin School District fiscal year 2022 budget and appropriating \$250,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr Foundation.

Mayor calls for a second, discussion and roll call vote.

#### **November 1, 2021**

Councilor moves, "I move that the Franklin City Council adopts Resolution 06-22 appropriating \$656,956 to the Franklin School District fiscal year 2022 budget and appropriating \$250,000 to the Franklin School District for the Portrait of a Graduate grant from the Barr Foundation.

Mayor calls for a second, discussion and roll call vote.

### **Discussion:**

Due to the final calculation of the adequacy aid formula based on the passing of the new biennium budget using the higher for FY20 to FY21 ADM numbers the amount increased to 8,268,687. This caused a net increase of \$444,959 from original budget projection. Also, due to final year end calculations there was an additional \$211,997 of FY2021 fund balance. The

total amount of additional funding for the school district is \$656,956. The intent of this additional funding would be to carry it over to support the FY23 budget development.

Franklin School District also was awarded a grant from the Barr Foundation to continue the work of the Portrait of a Graduate program started in FY21. Total new grant funding is \$250,000. This funding will continue the program involving teachers, students, parents and community members to work collaboratively to re-imagine the learning experience in Franklin.

**Fiscal Impact:**

This amount will have no effect on the taxes raised by the City of Franklin as this is excess funds to be received by the district from other sources.

**Alternatives:**

Do not appropriate at this time or use the funds for another purpose.

**Attachments/Exhibits:**

Resolution 06-22

Franklin School District Revenue Estimate Updated FY22.





**CITY OF FRANKLIN, NEW HAMPSHIRE**  
*"The Three Rivers City"*

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316 Central Street  
Franklin, NH 03235

Phone: (603) 934-3900  
Fax: (603) 934-7413

**RESOLUTION # 06-22**

**A Resolution Granting Authority to Accept and Appropriate \$656,956 of Additional Adequacy and Fund Balance Funding and \$250,000 in Grant Funding for the Franklin School District for Fiscal Year 2022.**

**In the year of our Lord, Two Thousand Twenty-One,**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive additional adequacy aid of \$444,959 from the final updated calculation of ADM; and,

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes that the school district has identified additional year end fund balance of \$211,997; and,

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive a grant award of \$250,000 entitled Portrait of a Graduate from the Barr Foundation; and,

**WHEREAS**, the City Council of the City of Franklin would like to appropriate an additional \$656,956 in order to preserve potential fund balance from the 2022 year to be carried over to the 2023 fiscal year. Due to the challenges and uncertainties created by the pandemic and its effect on legislative actions regarding the adequacy funding formula these funds could help support the next budget cycle. And City Council of the City of Franklin would like to appropriate \$250,000 of the Portrait of a Graduate grant funding from the Barr Foundation; **Now,**

**THEREFORE, BE IT RESOLVED**, *that at a regularly scheduled meeting of the City Council on November 1, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution #06-22 to formally accept and appropriate \$906,956 of additional revenues for the Franklin School District as follows:*

**An Increase in Revenues:**

Adequacy Education Aid – Four Hundred Forty-Four Thousand Nine Hundred Fifty-Nine Dollars (\$444,959),

Use of Fund Balance – Two Hundred Eleven Thousand, Nine Hundred Ninety-Seven Dollars (\$211,997),

Grant Revenue – Portrait of a Graduate – Two Hundred Fifty Thousand Dollars (\$250,000),

**An Increase in Expenditures:**

School District Expenditures – Six Hundred Fifty-Six Thousand Nine Hundred Fifty-Six Dollars (\$656,956)

Grant Expenditure – Portrait of a Graduate - Two Hundred Fifty Thousand Dollars (\$250,000)

**By a roll call vote.**

**Roll Call:**

**Councilor Dzujna      \_\_\_\_\_ Councilor Clarenbach      \_\_\_\_\_ Councilor Testerman      \_\_\_\_\_**

**Councilor Bunker      \_\_\_\_\_ Councilor Desrochers      \_\_\_\_\_ Councilor Trudel      \_\_\_\_\_**

**Councilor Chandler      \_\_\_\_\_ Councilor Starkweather      \_\_\_\_\_ Councilor Zink      \_\_\_\_\_**

**Approved: \_\_\_\_\_**  
**Mayor**

**Passed: \_\_\_\_\_**

**I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Michelle Stanyan is the City Clerk for the City of Franklin, Franklin, New Hampshire.**

**A true copy, attested: \_\_\_\_\_**  
**City Clerk**

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

**CITY OF FRANKLIN  
NOTICE OF PUBLIC HEARING & MEETING**

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, November 1, 2021 at 6:00 p.m. in Council Chambers at Franklin City Hall regarding Resolution #06-22, to accept and appropriate \$906,956 to the Franklin School District FY2023 Budget.**

**Provisions for persons with special needs can be made by contacting the City Manager's office, via telephone or mail at least five days prior to the public hearing.**

**City of Franklin  
316 Central Street  
Franklin, NH 03235  
(603) 934-3900**

**CITY COUNCIL MEETING**  
**AGENDA ITEM IV**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

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*City Council Meeting of November 1, 2021*

**Subject: School Board Update**

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**Superintendent Dan LeGallo will provide a monthly update to the Mayor and City Council.**

**CITY COUNCIL MEETING**  
**AGENDA ITEM V**

## **CITY COUNCIL APPOINTMENTS**

### **Resignation**

#### **Ward 2 School Board**

Recommended Motion:

"I move that the Franklin City Council acknowledge the resignation of Glen Carter, Ward Two School Board Member. Resignation filed with the City Clerk's Office on October 26, 2021."

### **Appointment**

#### **Ward 2 School Board**

Recommended Motion:

"I move that the Franklin City Council appoint \_\_\_\_\_ as Ward 2 School Board Member. Term of service is to the October 2022 Election."

#### **Attached:**

Appointee Profile Laurie Cass

Appointee Profile David Testerman

## Audrey Lanzillo

---

**From:** Michelle Stanyan  
**Sent:** Tuesday, October 19, 2021 4:25 PM  
**To:** Audrey Lanzillo  
**Subject:** FW: [Franklin NH] RE: School Board Ward 2 Resignation (Sent by Glen A Carter, hopes-shepherd@metrocast.net)

**Categories:** Red Category

Thank you

**From:** Contact form at Franklin NH <cmsmailer@civicplus.com>  
**Sent:** Monday, October 18, 2021 8:49 AM  
**To:** Katie Gargano <kgargano@franklinnh.org>  
**Subject:** [Franklin NH] RE: School Board Ward 2 Resignation (Sent by Glen A Carter, hopes-shepherd@metrocast.net)

Hello kgargano,

Glen A Carter ([hopes-shepherd@metrocast.net](mailto:hopes-shepherd@metrocast.net)) has sent you a message via your contact form (<https://www.franklinnh.org/user/43/contact>) at Franklin NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.franklinnh.org/user/43/edit>.

Message:

Good morning Franklin, NH City Clerk, and Gentlemen. I regretfully am resigning from the school board. I am finding that I particularly am not suited for this particular position. I just don't see things being accomplished or getting done. All I have been part of has been voting to receive federal disbursements of covid funds and finalizing plans and policies and things other people have put time and effort behind in the past. I am not a board type of guy I need to get my hands dirty and actually accomplish things personally with the students and parents. I appreciate the time spent on the board it has given me a perspective that I would never have had had I not taken the position. Please feel free to contact me if you find that you have a need that we can make a direct impact on immediately, bureaucracy is just not my cup of tea. I will return the laptop to the administration office later this week.

Sincerely Glen Carter





**CITY OF FRANKLIN, NEW HAMPSHIRE**  
*"The Three Rivers City"*

316 Central Street  
Franklin NH 03235

Tel: (603) 934-3900  
Fax: (603) 934-7413

**PROSPECTIVE APPOINTEE PROFILE**

Name: Laurie Cass

Address: 1 Evergreen Ave Franklin NH 03235  
Street Address City State Zip Code

Telephone: 603-545-2534 lmcduffee@gmail.com  
(Home Phone) (Work Phone) (Cell Phone) (email)

**You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.**

Franklin Resident: ☒ Yes For how long? 16 years

Employer: Southern New Hampshire University

Address: 2500 River Rd Manchester NH 03106  
Street Address City State Zip Code

**Interested in appointment to:** Ward II School Board

Please list below any specific skills, knowledge or experience you believe to be relevant:

I am a collaborative worker and have been a leader on my team. I am analytical and look for  
ways to improve processes regularly. I am also a parent and feel I have a vested interest in the  
success of our schools and students.

Please state briefly why you are interested in this Board/Committee:

I am interested in the position to represent the students of Franklin, to advocate for improvements  
to the schools, help provide opportunities and plan for the future.

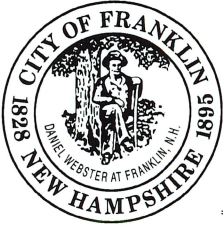
Laurie Cass

Signature

10/26/2021

Date

Thank you for your willingness to provide us with this information.



**CITY OF FRANKLIN, NEW HAMPSHIRE**  
*"The Three Rivers City"*

316 Central Street  
Franklin NH 03235

Tel: (603) 934-3900  
Fax: (603) 934-7413

**PROSPECTIVE APPOINTEE PROFILE**

Name: Dave Testerman

Address: 9 Stone Ave Franklin NH 03235  
Street Address City State Zip Code

Telephone: 603-320-9524 dave@sanbornhall.net  
(Home Phone) (Work Phone) (Cell Phone) (email)

**You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.**

Franklin Resident: ☒ Yes For how long? 16 years

Employer: Retired

Address: \_\_\_\_\_  
Street Address City State Zip Code

Interested in appointment to: School Board Ward 2

Please list below any specific skills, knowledge or experience you believe to be relevant:

B-S. Aero, MA Business, Children educated  
in public, parochial, & private schools. On city  
Planning & Zoning Boards, State Rep-

Please state briefly why you are interested in this Board/Committee:

I am concerned about student academic performance  
and want to help it improve

[Signature]

Signature

Date

Thank you for your willingness to provide us with this information.

**CITY COUNCIL MEETING**  
**AGENDA ITEM VI**

**2022-2023****2023-2024****Salary**

2% each year, carry stipends as received in  
 2020-2022, those who lost a step in  
 2017/2018 will receive an extra \$500  
 added to base pay in year 1 and another  
 \$500 added to base pay in year 2 (for  
 those on step it will be \$500 added to step  
 amount in year 1 and \$1000 added to step  
 amount in year 2)

**General****Fund**

\$	146,427	\$	233,456
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**Grant****Fund**

\$	47,881	\$	50,979
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**Sick Day 403(b) Conversion**

Calculate 5 people

\$	3,750	0
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(hired 2015 or earlier)

**Longevity**

\$500 to \$750 and \$750 to \$1000

\$	4,198	\$	2,906
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\$	202,256	\$	287,341
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<b>2 year Total</b>	<b>\$</b>	<b>489,597</b>
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**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

November 1, 2021

**From: Dan LeGallo, Superintendent**

**Subject: 2022-2024 Franklin Education Association Agreement**

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**Recommendation:**

To ask the Franklin City Council to approve the 2022-2024 Franklin Education Association Collective Bargaining Agreement as approved by the Franklin School Board and Franklin Education Association.

**Suggested Motions:**

**November 1, 2021**

Councilor moves, "I move that the Franklin City Council ratifies the Franklin Education Association Agreement from 9/1/2022 – 6/30/2024 as presented by the school board."

Mayor calls for a second, discussion and roll call vote

**Discussion:**

The Franklin School Board and the Franklin Education Association collectively bargained in good faith a new teacher's agreement for the 2022-2024 school years. The intent of the agreement is to provide the ability to retain teachers so as to also retain the experience of those teachers, the relationships they have developed with the students and their families and to maintain consistency in the staffing. This will allow the district to avoid having to train and mentor as many new teachers to the educational goals of the district and the need to redevelop those relationships. The cost of the agreement is anticipated to be covered by additional adequacy aid, carry forward fund balance and meticulous fiscal management.

**Fiscal Impact:**

The cost of the agreement will be \$154,375 for the 2022-2023 fiscal year and \$236,362 for the 2023-2024 fiscal year to the general fund and \$202,256 for the 2022-2023 fiscal year and \$287,341 for the 2023-2024 fiscal year when including federal funds.

**Alternatives:**

Do not approve the agreement as written and require new negotiations to proceed.

**Attachments/Exhibits:**

Summary Costs of new collective bargaining agreement; tentative agreement items and the FEA collective bargaining agreement.

**Franklin Education Association and Franklin Board of Education  
Tentative Agreement - Final**

**September 1, 2021**

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This tentative agreement call for no changes to the parties' 2020-2022 collective bargaining agreement, except as expressly referenced herein.

All new language is ***bold and italicized***. Language to be deleted is ~~struck through~~.

**ARTICLE VII  
TEACHER EMPLOYMENT**

- 7.4 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than the day following Labor Day of any contract year. ***Employees who are "off-step" and are eligible to move tracks after the satisfactory completion of academic courses shall have an amount added to their base pay that equals the dollar amount between tracks. For example, if an off-step employee is moving from the BA track to the MA track, they shall have \$2545 added to their base pay, which is the amount between the BA and MA step 17 tracks.***
- 7.10 The Board will reimburse teachers 100% of the actual cost of a course offered at University System of New Hampshire (USNH) or 80% of the actual cost of a course from another approved college when the course is not offered within USNH. This will be approved by the Superintendent or his/her designee, subject to the following criteria: applicant's minimum of 3<sup>rd</sup> 2<sup>nd</sup> year of employment with the Franklin School District, course content; availability of funds; and the timeliness of request. The Superintendent, or his/her designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10. This Section 7.10 shall require documentation of a grade of B- or better upon completion of the course in order to receive reimbursement as set forth herein. Teacher reimbursement will be limited to one course per year, but can reapply after the first semester if funds remain available. There shall be a minimum of \$15,000 available for this provision.
- 7.12 Elementary and middle school teachers shall receive a minimum of forty-five (45) minutes of uninterrupted preparation time four out of the five days per week. High school teachers shall receive a minimum of sixty (60) minutes, ***or a length of time equal to one academic block, whichever is greater***, of uninterrupted preparation time four out of the five days per week.
- 7.17 When a suitable substitute cannot be obtained, a Teacher may at his/her discretion cover a class during his/her preparation time. The Teacher ~~will receive \$20.00 for each class covered during his/her preparation time, for the high school, which is on block scheduling, the rate shall be \$35 for substituting in an 80 minute block.~~ ***Will be compensated as detailed below:***

<b><i>Elementary School</i></b>	<b><i>45 minute block</i></b>	<b><i>\$24.00</i></b>
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<i>Middle School</i>	<i>58 minute block</i>	<i>\$30.00</i>
<i>High School</i>	<i>68 minute block</i>	<i>\$35.00</i>

Such substitution is purely voluntary and refusal of substitution will not be used for evaluation purposes. No teacher will be expected to cover for their co-teacher in lieu of a substitute. When a substitute cannot be obtained, and non-study hall classes are combined by the building administrator or designee, additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.

- 7.20 ~~There shall be a committee established for the purpose of creating a mentor program for employees. The committee shall consist of at least one administrator designated by the District to be the Mentor Coordinator, at least one employee from each school as designated by the Association, and the Association President or his/her designee. The Franklin School District shall maintain a teacher mentoring program as detailed in the Franklin School District Teacher Mentoring Program plan. The Association shall have at least three (3) members, chosen by the President, included in the process for any changes to the Teacher Mentoring Program plan.~~ There shall be a minimum of \$5,000 available for each year of this agreement to pay for training of staff and provide stipends for mentors. *Mentors shall be paid \$1000 per year per mentee.*

## ARTICLE X LEAVES OF ABSENCE

- 10.3A Teachers shall accumulate annual sick leave of fifteen (15) days at the rate of 1.5 days per month from September through June; for part-time employees, the number of days shall be prorated. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred twenty (120) days plus the days earned in the current school year. *(By way of example, staff members who end the school year with at least the maximum number of days will carryover 120 days and may accumulate fifteen (15) days during the course of the year, at the rate listed above, for a maximum of 135 days available to the teacher during the school year.)* The immediate supervisor and/or Superintendent may request medical evidence from the Board's physician whenever he/she feels it necessary or appropriate. The Board shall pay the cost of any such examination. Medical records developed under this Section 10.3 shall not become a part of a teacher's personnel files. Absence for the teacher's own illness or disability, or disability caused or contributed to by pregnancy, childbirth and recovery therefrom, shall be charged against sick leave.

- 10.3D Any teacher who ends the school year with 125-135 sick days shall receive \$75 per day, up to \$750, for these unused days. Payment shall be received on the first payroll date in July.**

### 10.4 Sick Bank

The Board agrees to establish a sick leave bank to cover teachers in the event of a long-term illness. The sick leave bank shall be administrated by a committee composed of three (3) members, one *administrator, the Human Resource Coordinator, and one representative from the each representing the Board, Administration and Association*, hereafter called the

Administrative Committee. Members shall serve for one (1) year, or until their successor is appointed. The Administrative Committee shall meet when requests are made. *Meetings may be conducted in-person, virtually, or via email.* A majority of the members present shall constitute a quorum and a majority vote of those members and voting shall decide all questions.

Teachers wishing to be covered agree to donate one (1) day from the sick leave days they have allowed to accrue in a one-year (1) period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 215 days. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period. The new enrollment period shall be September 1 to October 15. Employees who are hired after September 15 shall be permitted to enroll as soon as they have a day to contribute to the Bank.

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

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

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

## **ARTICLE XVI DURATION OF AGREEMENT**

- 16.1 This Agreement shall continue in full force and effect from July 1, ~~2020~~ **2022** until twelve o'clock midnight June 30, ~~2022~~ **2024**, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.



## APPENDIX A

### FRANKLIN TEACHER COMPENSATION ~~2020-2022~~ 2022-2024

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

1. Newly hired employees with or without experience, hired during the term of this Agreement, shall be compensated in accordance with the salary schedules in Appendix A-1. During the first year of employment by the District, a newly hired employee shall be placed on the salary schedule in accordance with the conversion scales in Appendix A-1. ***New hires with more than 17 years of experience shall be placed on step 17 of the appropriate track.***
2. All teachers retiring who are at least 55 years of age during their last year of teaching and have taught in the Franklin School District for twenty (20) or more years, or under 55 years of age with thirty (30) years of teaching within the Franklin School District will receive severance bonus of one (1) percent for each year of service in the Franklin School System computed on the final year's salary. Teachers wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December of the final teaching year. This severance benefit shall be paid in the first full pay period of the fiscal year following the last fiscal year of employment.
3. The Board will adopt a compensation schedule which reflects monies currently paid for co-curricular activities and continue its current athletic compensation schedule and adopt both as a matter of Board Policy and publish copies of such to its staff.
4. Teachers shall receive annually an additional ~~\$500~~ ***\$750*** upon completion of twenty years (20) of service to the District through the twenty-fifth (25<sup>th</sup>) a year. Unit members shall receive annually an additional ~~\$750~~ ***\$1000*** upon completion of twenty-five (25) years of service to the District, which will continue for each additional year of service thereafter.

# APPENDIX A-1

## FRANKLIN TEACHER COMPENSATION

2020-2021

Add half a step to the scale				
STEP	BA	BA+15	MA	MA+15
1	34,234	35,826	37,418	38,851
2	35,826	37,418	38,851	40,125
3	37,418	38,851	40,125	41,399
4	38,851	40,125	41,399	42,672
5	40,125	41,399	42,672	43,946
6	41,399	42,672	43,946	45,220
7	42,672	43,946	45,220	46,494
8	43,946	45,220	46,494	47,768
9	45,220	46,494	47,768	49,042
10	46,494	47,768	49,042	50,315
11	47,768	49,042	50,315	51,589
12	49,042	50,315	51,589	52,863
13	50,315	51,589	52,863	54,137
14	51,589	52,863	54,137	55,411
15	52,863	54,137	55,411	56,684
16	54,137	55,411	56,684	57,958
17	55,411	56,684	57,958	59,232
17+	3%			

In the 2020-2021 school year, the schedule is revised and equalized to rectify discrepancies on Steps 14-17 and across tracks, as was agreed upon by the Salary Committee in the Spring of 2019.

Salary:

All eligible employees shall advance one step on the revised 2020-2021 salary schedule. Teachers who have been on Step 17 for one or more years will receive a 3% pay increase for the 2020-21 school year.

Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2020-2021. Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1,000 to their base salary for 2020-2021.

# APPENDIX A-1

## FRANKLIN TEACHER COMPENSATION

2021-2022

Add half a step to the scale				
STEP	BA	BA+15	MA	MA+15
1	35,030	36,622	38,134	39,488
2	36,622	38,134	39,488	40,762
3	38,134	39,488	40,762	42,035
4	39,488	40,762	42,035	43,309
5	40,762	42,035	43,309	44,583
6	42,035	43,309	44,583	45,857
7	43,309	44,583	45,857	47,131
8	44,583	45,857	47,131	48,405
9	45,857	47,131	48,405	49,678
10	47,131	48,405	49,678	50,952
11	48,405	49,678	50,952	52,226
12	49,678	50,952	52,226	53,500
13	50,952	52,226	53,500	54,774
14	52,226	53,500	54,774	56,048
15	53,500	54,774	56,048	57,320
16	54,774	56,048	57,320	58,595
17	56,048	57,320	58,595	59,869
17+	3%			

### Salary:

All eligible employees shall advance one step on the 2021-2022 salary schedule.

Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2021-2022 school year.

Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2021-2022.

Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1,000 to their base salary for 2021-2022.

## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

**2022-2023**

2.00%		2022-2023			
Step		BA	BA+15	MA	MA+15
1	\$	35,731	\$ 37,323	\$ 38,835	\$ 40,189
2	\$	37,323	\$ 38,835	\$ 40,189	\$ 41,463
3	\$	38,835	\$ 40,189	\$ 41,463	\$ 42,736
4	\$	40,189	\$ 41,463	\$ 42,736	\$ 44,010
5	\$	41,463	\$ 42,736	\$ 44,010	\$ 45,284
6	\$	42,736	\$ 44,010	\$ 45,284	\$ 46,558
7	\$	44,010	\$ 45,284	\$ 46,558	\$ 47,832
8	\$	45,284	\$ 46,558	\$ 47,832	\$ 49,106
9	\$	46,558	\$ 47,832	\$ 49,106	\$ 50,379
10	\$	47,832	\$ 49,106	\$ 50,379	\$ 51,653
11	\$	49,106	\$ 50,379	\$ 51,653	\$ 52,927
12	\$	50,379	\$ 51,653	\$ 52,927	\$ 54,201
13	\$	51,653	\$ 52,927	\$ 54,201	\$ 55,475
14	\$	52,927	\$ 54,201	\$ 55,475	\$ 56,749
15	\$	54,201	\$ 55,475	\$ 56,749	\$ 58,021
16	\$	55,475	\$ 56,749	\$ 58,021	\$ 59,296
17	\$	56,749	\$ 58,021	\$ 59,296	\$ 60,570
17+		3.00%			

Salary:

*All eligible employees shall advance one step on the 2022-2023 salary schedule.*

*Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2022-2023 school year.*

*All on step employees who received \$1000 or \$2000 as part of the 2020-2022 CBA shall continue to carry those additional payments in addition to their base pay until they move off step, at which point the payments become part of the base pay.*

*Additionally, eligible employees who did not receive a step or off-step wage increase for the 2017-2018 school year, shall receive an additional \$500 added to their base pay for the 2022-2023 school year.<sup>1</sup>*

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<sup>1</sup> The Association and the Board shall consider the issue of any lost steps prior to July 1, 2022 hereby resolved.

## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

**2023-2024**

2.00%		2023-2024			
Step		BA	BA+15	MA	MA+15
1	\$	36,445	\$ 38,069	\$ 39,611	\$ 40,992
2	\$	38,037	\$ 39,581	\$ 40,965	\$ 42,266
3	\$	39,549	\$ 40,935	\$ 42,239	\$ 43,539
4	\$	40,903	\$ 42,209	\$ 43,512	\$ 44,813
5	\$	42,177	\$ 43,482	\$ 44,786	\$ 46,087
6	\$	43,450	\$ 44,756	\$ 46,060	\$ 47,361
7	\$	44,724	\$ 46,030	\$ 47,334	\$ 48,635
8	\$	45,998	\$ 47,304	\$ 48,608	\$ 49,909
9	\$	47,272	\$ 48,578	\$ 49,882	\$ 51,182
10	\$	48,546	\$ 49,852	\$ 51,155	\$ 52,456
11	\$	49,820	\$ 51,125	\$ 52,429	\$ 53,730
12	\$	51,093	\$ 52,399	\$ 53,703	\$ 55,004
13	\$	52,367	\$ 53,673	\$ 54,977	\$ 56,278
14	\$	53,641	\$ 54,947	\$ 56,251	\$ 57,552
15	\$	54,915	\$ 56,221	\$ 57,525	\$ 58,824
16	\$	56,189	\$ 57,495	\$ 58,797	\$ 60,099
17	\$	57,463	\$ 58,767	\$ 60,072	\$ 61,373
17+		3.00%			

**Salary:**

***All eligible employees shall advance one step on the 2023-2024 salary schedule.***

***Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2023-2024 school year.***

***All on step employees who received \$1000 or \$2000 as part of the 2020-2022 CBA shall continue to carry those additional payments in addition to their base pay until they move off step, at which point the payments become part of the base pay.***

***Additionally, eligible employees who did not receive a step or off-step wage increase for the 2017-2018 school year, shall receive an additional \$500 added to their base pay for the 2023-2024 school year.***

***Wage Examples:***

**Employee on BA step 8 in 2021/2022 and hired in 2016:**  
**2022/2023:**

*Moves to step 9: \$46,558*  
*Receives an extra \$500 for lost step in 2017-2018*  
*Total compensation: \$47,058*

**2023/2024:**

*Moves to step 10: \$48,546*  
*Receives another \$500 for the lost step in 2017-2018 for a total of \$1,000*  
*Total compensation: \$49,546*

**Employee on BA step 14 in 2021/2022 and hired in 2008:**  
**2022/2023:**

*Moves to step 15: \$54,201*  
*Continues to receive the \$2,000 from the 2020-2022 CBA for lost steps in 2011-2013*  
*Receives \$500 for the lost step in 2017-2018*  
*Total compensation: 56,701*

**2023/2024:**

*Moves to step 16: \$56,189*  
*Continues to receive the \$2,000 from the 2020-2022 CBA for lost steps in 2011-2013*  
*Receives another \$500 for the lost step in 2017-2018 for a total of \$1,000*  
*Total compensation: 59,189*

**Employee on BA "off-step" in 2021/2022 at \$61,000 and hired in 1996:**  
**2022/2023:**

*Receives a 3% increase to the base pay from 2021/2022: \$62,830*  
*Receives an additional \$500 for the lost step in 2017-2018*  
*The "off-step" amount for 2021/2022 (\$61,000) already includes the \$2,000 received as part of the 2020-2022 CBA.*  
*Total compensation: \$63,330*

**2023/2024:**

*Receives a 3% increase to the total compensation from 2022/2023: \$65,230*  
*Receives an additional \$500 for the lost step in 2017-2018*  
*Total compensation: \$65,730*

**Employee on BA step 16 in 2021/2022 and hired in 2002:**  
**2022/2023:**

*Moves to step 17: \$56,749*  
*Continues to receive the \$2,000 from the 2020-2022 CBA for lost steps in 2011-2013*

***Receives \$500 for the lost step in 2017-2018***  
***Total compensation: \$59,249***

***2023/2024:***

***Moves to "off-step" and receives a 3% increase to total compensation from***  
***2022-2023: \$61,026***  
***Receives \$500 for the lost step in 2017-2018***  
***Total compensation: \$61,526***

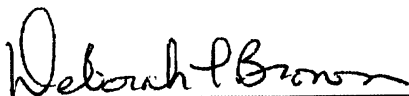
***Employee hired on MA step 3 in 2021/2022 and hired in 2020:***

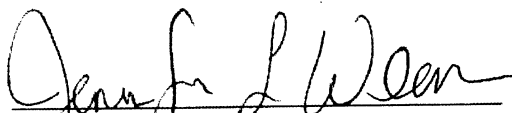
***2022/2023:***

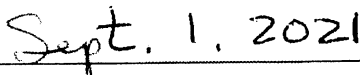
***Moves to step 4: \$42,736***  
***Does not receive \$500 in additional compensation, as they were not present in***  
***2017/2018***  
***Does not receive any additional compensation as part of 2020-2022 CBA, as***  
***they were not present between 2011 and 2013.***  
***Total compensation: \$42,736***

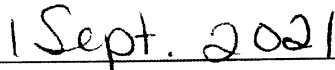
***2023/2024:***

***Moves to step 5: \$44,786***  
***No \$500 in additional compensation***  
***No additional compensation from 2020-2022 CBA***  
***Total compensation: \$44,786***

  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**Agreement**  
**between**  
**Franklin Board Of Education**  
**and**  
**Franklin Education Association**  
  
**~~2020-2022~~**  
**To**  
**~~2022-2024~~**



## **AGREEMENT**

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

## DEFINITIONS

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

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

PART-TIME: Part-time teachers are defined as those working less than forty (40) hours per week for the full-school calendar year. All salary and benefits for part-time teachers shall be pro-rated.

The school district will grandfather current part-time employee Judy Tibbetts at her respective benefits package.

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

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

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

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

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## **APPENDICES\***

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- E. GRIEVANCE REPORT FORM

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

## **ARTICLE I RECOGNITION**

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Franklin School District during the term of this Agreement. The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school librarians, guidance personnel, but excluding superintendent, assistant superintendent, business administrator, principal, assistant principal, special education director, curriculum director, persons employed by the State Board of Education, nurses, teacher consultants, teacher aides, school volunteers, bona fide executive or administrator.
- 1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.
- 1.3 Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement, shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.

## **ARTICLE II SCOPE OF AGREEMENT**

- 2.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

### **ARTICLE III**

#### **UNIT CERTIFICATION**

- 3.1 Upon receipt from the employees defined in Article I, Section 1, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the Board shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby defined as a certified statement that the Association has been designated by more than fifty per cent (50%) of the District's employees covered by this Agreement, as defined in Article I, Section 1, of this Agreement, as their exclusive representative for collective negotiations. Any disputes which may arise under this Article III shall be resolved by the New Hampshire Public Employee Labor Relations Board.

### **ARTICLE IV**

#### **PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 4.1 On or about September twentieth (20th) of the prior year in which this Agreement expires, and subject to compliance with Articles III and XVI, the Association may in writing by certified mail return receipt requested notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit a request no later than October fifteenth (15th) to meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 The Board agrees to supply the Association with such non-confidential information as is in the Board's possession and is requested by the Association.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 4.5 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

- 4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his/her appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, the parties shall meet to select a mutually agreed- to fact finder. In the event the parties are unable to mutually agree on the selection of a fact finder, a request shall be made to the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 4.7 The fact finder will, within five (5) days after his/her appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as he/she deems appropriate. Any such hearings will be held in closed session. The Board and Association will furnish the fact finder, upon his/her request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to him/her. The fact finder may make his/her report public.
- 4.8 The costs of the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.
- 4.9 Determinations and/or recommendations under the provisions of Sections 4.6 and 4.7 of this Article IV, will not be binding on the parties.
- 4.10 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 4.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article IV.
- 4.12 A copy of any agreement reached hereunder will be filed with the NH PELRB within fourteen (14) days of its execution.
- 4.13 If the monies to fund the economic provisions are not appropriated as provided in this Article IV, Section 4, or if either party rejects their commendations set forth in this Article IV, Section 4.9, then the parties shall do the following:
- A. The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and
  - B. The parties shall, within ten (10) days of such notification, meet and develop a modified settlement, which shall be resubmitted to the legislative entity (Franklin City Council) in accordance with the provisions of RSA 273-A-12, Paragraphs III and IV.

## ARTICLE V ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times, without costs, for meetings. Request for the use of buildings will be made to the principal in advance.
- 5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 The Association will, upon request, be given a place on the agenda of the Opening Day District-Wide Meeting for all teachers.
- 5.4 The Association will have the right to post notices on its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mail box and e-mail system.
- 5.5 Upon notification by an employee (see Appendix D attached hereto), the Board agrees to deduct from the salaries of its' teachers' dues for the Franklin Education Association, National Education Association-New Hampshire, National Education Association as said teachers individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Franklin Education Association treasurer on a monthly basis.

~~All members of the bargaining unit who elect not to join the Association, shall pay a "fair share" fee as determined by the Association, not to exceed actual membership dues. This fee shall be payroll deducted in accordance with the other provisions of this article.~~

Should the Janus Decision be overturned, or agency fees otherwise determined to be lawful, the Association and the Board agree that the above stricken paragraph should be reinserted into the contract on the effective date of such decision or legal status.

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

- 5.6 The Association may, with permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.
- 5.7 Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Franklin education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary nor capricious.
- 5.8 During the term of this Agreement, the rights and privileges set forth in this Article V shall not be granted to any other bargaining agent.



- 5.9 Request under the provisions of this Article V shall mean permission and shall be made to the building principal, or his/her designee.
- 5.10 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours, or in the filing or processing of grievances under this Agreement.
- 5.11 Except in case of emergency, the first Monday of each month shall be recognized as the Association Meeting Day after normal school hours and normal duties in accordance with the terms of this Agreement. No other meetings can be scheduled by the Administration on that day.
- 5.12 Nothing contained in this section shall prohibit negotiations from taking place during normal work hours. When negotiations extend beyond 12:00 midnight, the District will make every effort to secure substitute teachers for the following day for teachers who have participated in said negotiations.
- 5.13 Employees will be permitted to notify the Board of their respective payroll deduction decisions (limited to current practice) no later than one (1) week prior to the second pay period in September and may change such decision only once in any school year not later than one (1) week prior to the second pay period in January of that same school year.
- 5.14 The Board will, upon notice, in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Association's annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof of attendance.

## **ARTICLE VI TEACHER EVALUATION**

- 6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.
- 6.2 The observation of the work performance of a teacher will be conducted openly.
- 6.3 A teacher shall be given a copy of any evaluation report prepared by his/her Evaluators one (1) school day before any conference held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.
- 6.4 Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person(s) making the complaint. The teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's files. Upon written request by an individual teacher, complaints which do not result in disciplinary action and/or which are not followed by a subsequent complaint within a three (3) year period will be expunged from the file after three (3) years, and written notice thereof shall be provided to the teacher. Unsubstantiated complaints shall not be placed in teacher's files.
- 6.5 Each new teacher to the Franklin school system shall be made aware of the school district's evaluation plan, including criteria, goals and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the Board shall make the final determination of any matters under this Section 6.5.
- 6.6 Each teacher shall be entitled access to his/her personnel files at any time upon twenty-four (24) hour notice to the Superintendent, or his/her designee, and teachers may make copies of any material contained therein at his/her own expense.
- 6.7 The teacher shall have the right to make appropriate response to any material contained in his/her personnel files and such response shall be made a part of said teacher's files. Reproductions of such material may be made by hand or copying machine, if available.
- 6.8 Teachers who are on a continuing contract as defined under RSA 189:14-a, shall be evaluated every three (3) years unless the teacher requests that he/she shall be evaluated more frequently, or the administrator responsible to conduct the evaluation deems it appropriate to evaluate the teacher more frequently.

## **ARTICLE VII TEACHER EMPLOYMENT**

- 7.1 The Board agrees to hire only those teachers who are certified by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.
- 7.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-five (185) days, as set forth in an individual contract (see Appendix C attached hereto) between the Board and each teacher, to be allocated as follows:
- 185 days, no more than ten (10) in-service days
- Time during five (5) in-service days will be utilized for administrative matters, professional learning, parent/teacher conferences, at least one (1) classroom preparation day and one (1) workshop/non-instructional days prior to the opening of school, three (3) workshop/non-instructional days during the school year.
- 7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a teacher's day is not necessarily coterminous with that of the pupil.
- 7.4A Teachers are expected to carry out their professional duties which shall include, but not be limited to, institution faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration. As part of their professional responsibilities, teachers shall work three (3) evenings per school year for mandatory functions. Nothing herein shall be construed to prevent teachers from working at other evening events on a voluntary basis. Lack of participation in such voluntary evening events shall not be used for evaluative purposes.
- 7.4B All teachers are expected to perform a full eight (8) hours of professional responsibility during each of the 185 days of their contract year.
- 7.4C Teachers shall have up to two building level meetings per month as planned by administration.
- 7.5 Teachers shall be granted a duty-free lunch period of at least thirty (30) minutes.
- 7.6 Except in unusual circumstances, each teacher will be notified of the anticipated teaching assignment for the ensuing year when the teacher receives the contract for the ensuing year, or by May 15, whichever comes first. However, this does not prevent the School District from subsequently changing the assignment in accordance with Section 7.7. If the initially offered position is changed, the teacher shall have the option to be released from his/her contract.

- 7.7 In the event a teacher's position becomes eliminated or changed (regardless of the reason), he/she shall be given priority consideration for any open and unfilled position which may then be available, provided he/she is qualified, can be certified or is certifiable by the State Department of Education, for the new position. Any such teacher shall be required to submit a written request for consideration under this Section, such request shall set forth the position desired and open, the teacher's qualifications, and a statement that he/she is certifiable for any such position.
- 7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes, must notify the Superintendent no later than the day following Labor Day of any contract year. ***Employees who are "off-step" and are eligible to move tracks after the satisfactory completion of academic courses shall have an amount added to their base pay that equals the dollar amount between tracks. For example, if an off-step employee is moving from the BA track to the MA track, they shall have \$2,545 added to their base pay, which is the amount between the BA and MA step 17 tracks.***
- 7.9 The Association agrees to submit to the Superintendent for its consideration suggestions for the school calendar on or before January fifteenth (15th) of the preceding year. Before the School Board approves any proposed modification of the school calendar during the school year, the Association will be given an opportunity to provide input, and meet and confer, in such instances. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of the Agreement.
- 7.10 The Board will reimburse teachers 100% of the actual cost of a course offered at University System of New Hampshire (USNH) or 80% of the actual cost of a course from another approved college when the course is not offered within USNH. This will be approved by the Superintendent or his/her designee, subject to the following criteria: applicant's minimum of 3<sup>rd</sup> 2<sup>nd</sup> year of employment with the Franklin School District, course content; availability of funds; and the timeliness of request. The Superintendent, or his/her designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10. This Section 7.10 shall require documentation of a grade of B- or better upon completion of the course in order to receive reimbursement as set forth herein. Teacher reimbursement will be limited to one course per year, but can reapply after the first semester if funds remain available. There shall be a minimum of \$15,000 available for this provision.
- 7.11 In-service days set forth in Section 7.2 of this Article shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to content and number of days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed ten (10).
- 7.12 Elementary and middle school teachers shall receive a minimum of forty-five (45) minutes of uninterrupted preparation time four out of the five days per week. High school teachers shall receive a minimum of sixty (60) minutes, ***or a length of time equal to one academic block, whichever is greater***, of uninterrupted preparation time four out of the five days per week.

- 7.13 The Board will reduce staff in accordance with Board policy #GCQA and the Board agrees not to change said policy for the duration of this Agreement.
- 7.14 Notice of the Board's intent to modify the instructional day shall be given to the Association in advance and the Association shall have the right to bargain with respect to the impact from any such change.
- 7.15 Any new teacher to the District who is required to attend meetings before the 185-day contract begins will be given Staff Development credits for the extra day or portion thereof at the beginning of the school year.
- 7.16 Each teacher shall be given a minimum of two half days of the 5 In-Service days: one one-half day to be used for teacher preparation at the beginning of the school year and one one-half day at the end of the school year for closure.
- 7.17 When a suitable substitute cannot be obtained, a Teacher may at his/her discretion cover a class during his/her preparation time. The Teacher ~~will receive \$20.00 for each class covered during his/her preparation time, for the high school, which is on block scheduling, the rate shall be \$35 for substituting in an 80-minute block.~~ ***Will be compensated as detailed below:***

<b><i>Elementary School</i></b>	<b><i>45 minute block</i></b>	<b><i>\$24.00</i></b>
<b><i>Middle School</i></b>	<b><i>58 minute block</i></b>	<b><i>\$30.00</i></b>
<b><i>High School</i></b>	<b><i>68 minute block</i></b>	<b><i>\$35.00</i></b>

Such substitution is purely voluntary and refusal of substitution will not be used for evaluation purposes. No teacher will be expected to cover for their co-teacher in lieu of a substitute. When a substitute cannot be obtained, and non-study hall classes are combined by the building administrator or designee, additional compensation that equates to the pro rata daily substitute rate (hourly basis) shall be paid to the teacher covering the combined class.

- 7.18 The Franklin School District, through its administration, will notify District personnel of vacancies in the district prior to advertising such. Such vacancies will be posted in the SAU 18 Central Office and all schools in SAU 18, internally, five (5) school days prior to external release. In lieu of posting in all schools, the posting may be added to the school district website.
- Should a vacancy occur during the summer recess, a notice of vacancy will be posted at the SAU 18 Central Office, all schools in SAU 18, and the President of the Franklin Education Association (FEA) will be notified at the same time the position is internally posted. In lieu of posting in all schools, the posting may be added to the school district website.
- 7.19 Except in unusual circumstances, teachers will be notified of their teaching assignments for the upcoming school year no later than August 1<sup>st</sup> of the upcoming school year.

- 7.20 ~~There shall be a committee established for the purpose of creating a mentor program for employees. The committee shall consist of at least one administrator designated by the District to be the Mentor Coordinator, at least one employee from each school as designated by the Association, and the Association President or his/her designee.~~ ***The Franklin School District shall maintain a teacher mentoring program as detailed in the Franklin School District Teacher Mentoring Program plan. The Association shall have at least three (3) members, chosen by the President, included in the process for any changes to the Teacher Mentoring Program plan.*** There shall be ***a minimum of \$5,000 available for each year of this agreement to pay for training of staff and provide stipends for mentors. Mentors shall be paid \$1,000 per year, per mentee.***

## **ARTICLE VIII RATES OF PAY**

- 8.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated at one-one-hundred-eighty-fifth (1/185th) of his/her appropriate salary step for the number of designated days of employment between the official opening day of school in any year and June thirtieth (30th) of any such year.
- 8.2 Teachers shall have the option of salary payment, prorated on the basis of twenty-one (21) or twenty-six (26) pay checks. Those selecting twenty-six (26) payments shall be paid one paycheck prior to the holiday break in December, subject to availability of funds, and in a lump sum on the last pay period of the school year. The option must be exercised at contract execution time in the year preceding the year in which the option is to be effective, and may only be exercised once in any school year.
- 8.3 Deductions from paychecks including remittance of dues, to credit unions, banks, and annuities programs, etc., shall be forwarded to the appropriate employee account(s) within five (5) calendar days.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **9.1 Definition**

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

### **9.2 Purpose**

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

### **9.3 Right of Representation**

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

### **9.4 Formal Procedure**

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

#### **LEVEL A**

Within three (3) days of receipt of a formal grievance, the building principal shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of any answer given at this level.

#### **LEVEL B**

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level the grievance may be referred to Level C, the School Board.

#### **LEVEL C**

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



#### LEVEL D

If the matter is referred to arbitration, then the parties shall meet within five (5) days of referral to select a mutually agreed- to arbitrator. If the parties are unable to mutually agree on the appointment of an arbitrator, a request shall be made to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

- 9.5 Time periods specified in this procedure may be extended by mutual agreement.
- 9.6 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 9.7 Grievance(s) of a general nature, or involving the Superintendent may be submitted by the Association to Level B.
- 9.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 9.9 In the event a grievance is filed on or after June first (1st) the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- 9.11 The parties agree that employees covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any personal grievance(s).
- 9.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures, of this Agreement:
  - A. Management prerogatives as set forth in this Agreement as provided and interpreted under RSA 273;
  - B. School Board Policy (except for R.I.F.);

- C. Suspension, dismissal and non-renewal of a teacher which shall be accomplished solely under the appropriate RSA's (except for the provisions of Section 7.13 of the Agreement dealing with Reduction in Force and 10.13 dealing with return from extended leave granted by the Board, which shall be arbitrable).
- 9.13 Matters which are grievable but not arbitrable under the provisions of this Article IX may be referred only through Level C and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of the Agreement.
- 9.14 All documents relating to a grievance(s) shall be filed separately from a teacher's personnel file.

## ARTICLE X LEAVES OF ABSENCE

- 10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article X.
- 10.2 Sick leave shall be confined to the personal illness of a teacher, excluding work connected disability covered by New Hampshire Workmen's Compensation Laws.
- 10.3A Teachers shall accumulate annual sick leave of fifteen (15) days at the rate of 1.5 days per month from September through June; for part-time employees, the number of days shall be prorated. Teachers shall be entitled to accumulation of sick leave up to a maximum of one hundred twenty (120) days plus the days earned in the current school year. ***(By way of example, staff members who end the school year with at least the maximum number of days will carryover 120 days and may accumulate fifteen (15) days during the course of the year, at the rate listed above, for a maximum of 135 days available to the teacher during the school year).*** The immediate supervisor and/or Superintendent may request medical evidence from the Board's physician whenever he/she feels it necessary or appropriate. The Board shall pay the cost of any such examination. Medical records developed under this Section 10.3 shall not become a part of a teacher's personnel files. Absence for the teacher's own illness or disability, or disability caused or contributed to by pregnancy, childbirth and recovery therefrom, shall be charged against sick leave.
- 10.3B Teachers may use up to 15 days sick leave in any contract year to care for immediate family members who are suffering medical and health emergencies. Immediate family means spouse, parent, child, stepchild, brother, sister, and same relative of spouse.
- 10.3C Any teacher whose combined annual use of sick leave and personal leave is limited to the levels shown below is entitled to a stipend at the end of the fiscal year as follows:

### Total Sick & Personal Days Used Stipend

0 Used	\$1,000
1 or 2 Used	\$ 700
3 or 4 Used	\$ 500

(Note: For example, the \$700 stipend would be paid if 2 sick and 0 personal days are used, or 2 personal and 0 sick days are used, or 1 sick and 1 personal day are used).

***10.3D Any teacher who ends the school year with 125-135 sick days shall receive \$75 per day, up to \$750, for these unused days. Payment shall be received on the first payroll date in July.***

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

said teachers to leave allowed under the Family Medical Leave Act.

At the conclusion of an extended leave granted by the Board under this Article, all benefits to which any such teacher was entitled at the time the leave commenced and which are then currently in effect for teachers, shall be restored upon any such return and he/she shall be assigned to his/her last position. If no such position is available, then the affected teacher shall be placed on lay-off status in accordance with the Board's Reduction in Force Policy. Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

- 10.5 All teachers shall be entitled to a maximum of three (3) paid personal leave days in any school year. Personal leave may not be used to extend sick time. To be eligible for personal leave, written notice shall be presented to the building principal at least twenty-four (24) hours prior to any such personal leave, except in an emergency. Specific reasons for the leave shall not be required or requested. Not more than three (3) elementary, three (3) middle school and three (3) high school staff members may exercise this benefit in any one (1) day.
- 10.6 An employee who is absent due to a work-connected illness or accident (Workmen's Compensation) shall receive his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workmen's Compensation Laws of the State of New Hampshire. Amounts paid by the Board under the provision of this Section 10.6 shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workmen's Compensation claim.
- 10.7 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.
- 10.8 An employee called as a juror or witness will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to Human Resources in a timely manner and any reimbursement due the teacher, i.e. mileage, shall be paid the teacher by the end of the next payroll period or at the end of the school year at the teacher's discretion.\*

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

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

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

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

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

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

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

10.14 Sick Bank

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

Teachers wishing to be covered agree to donate one (1) day from the sick leave days they have allowed to accrue in a one-year (1) period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 215 days. Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period. The new enrollment period shall be September 1 to October 15. Employees who are hired after September 15 shall be permitted to enroll as soon as they have a day to contribute to the Bank.

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

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

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

Any member, who as of June 30<sup>th</sup>, has accumulated more than the maximum allowed carryover of sick leave days, shall have days beyond the maximum deposited into the sick leave bank. Days may be added to the sick leave bank in this way up to the maximum number of sick leave bank days allowed per paragraph two of this article.

## **ARTICLE XI INSURANCE**

- 11.1 The Board agrees to maintain in effect insurance plans for all employees so long as they remain on the Franklin School District payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.
- 11.2 The Board will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.
- 11.3 Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article X of this Agreement if such is permitted by the insurance carrier.

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

- 12.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, genetic information, membership, activity in the Association and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).
- 12.3 In lieu of printing the agreement for the entire association, one copy will be printed for each building and the entire agreement will be posted on the SAU website.
- 12.4 Any individual contract (see Appendix C attached hereto) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.
- 12.5 No teacher will be disciplined, reprimanded or warned in writing except for just cause, and any teacher who alleges to be aggrieved under this Section 12.5 shall have full access to the Grievance Procedures of this Agreement.
- 12.6 No teacher shall have his/her contract non-renewed except as provided in RSA 189-14a. Reasons for non-renewal shall be given only to those teachers required to be informed of said reason(s) pursuant to RSA 189:14a (b) & (c).
- 12.7 All information forming the basis for disciplinary action will be made available to the employee in a timely manner, which in no event shall exceed thirty (30) school days.
- 12.8 The Board shall provide a safe and appropriate working environment as required by law.

### **ARTICLE XIII**

#### **NOTICE UNDER AGREEMENT**

- 13.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Franklin Board of Education Chairman, 119 Central Street, Franklin, New Hampshire 03235.
- 13.2 Whenever written notice to the Franklin Education Association is provided for in this Agreement, such notice shall be addressed to the President of the Franklin Education Association at his/her then current address.
- 13.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

### **ARTICLE XIV**

#### **STRIKES AND SANCTIONS**

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

### **ARTICLE XV**

#### **FINAL RESOLUTION**

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



**ARTICLE XVI**  
**DURATION OF AGREEMENT**

- 16.1 This Agreement shall continue in full force and effect from July 1, ~~2020~~ **2022** until twelve o'clock midnight June 30, ~~2022~~ **2024**, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.
- 16.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representative of the Franklin Board of Education and the Franklin Education Association.

## APPENDIX A

### FRANKLIN TEACHER COMPENSATION

~~2020-2022~~–2022-2024

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

1. Newly hired employees with or without experience, hired during the term of this Agreement, shall be compensated in accordance with the salary schedules in Appendix A-1. During the first year of employment by the District, a newly hired employee shall be placed on the salary schedule in accordance with the conversion scales in Appendix A-1. ***New hires with more than 17 years of experience shall be placed on step 17 of the appropriate track.***
2. All teachers retiring who are at least 55 years of age during their last year of teaching and have taught in the Franklin School District for twenty (20) or more years, or under 55 years of age with thirty (30) years of teaching within the Franklin School District will receive severance bonus of one (1) percent for each year of service in the Franklin School System computed on the final year's salary. Teachers wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December of the final teaching year. This severance benefit shall be paid in the first full pay period of the fiscal year following the last fiscal year of employment.
3. The Board will adopt a compensation schedule which reflects monies currently paid for co-curricular activities and continue its current athletic compensation schedule and adopt both as a matter of Board Policy and publish copies of such to its staff.
4. Teachers shall receive annually an additional ~~\$500~~ **\$750** upon completion of twenty years (20) of service to the District through the twenty-fifth (25<sup>th</sup>) year. Unit members shall receive annually an additional ~~\$750~~ **\$1,000** upon completion of twenty-five (25) years of service to the District, which will continue for each additional year of service thereafter.

## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

~~2020-2021~~

Add half a step to the scale				
STEP	BA	BA+15	MA	MA+15
1	34,234	35,826	37,418	38,851
2	35,826	37,418	38,851	40,125
3	37,418	38,851	40,125	41,399
4	38,851	40,125	41,399	42,672
5	40,125	41,399	42,672	43,946
6	41,399	42,672	43,946	45,220
7	42,672	43,946	45,220	46,494
8	43,946	45,220	46,494	47,768
9	45,220	46,494	47,768	49,042
10	46,494	47,768	49,042	50,315
11	47,768	49,042	50,315	51,589
12	49,042	50,315	51,589	52,863
13	50,315	51,589	52,863	54,137
14	51,589	52,863	54,137	55,411
15	52,863	54,137	55,411	56,684
16	54,137	55,411	56,684	57,958
17	55,411	56,684	57,958	59,232
17+	3%			

In the 2020-2021 school year, the schedule is revised and equalized to rectify discrepancies on Steps 14-17 and across tracks, as was agreed upon by the Salary Committee in the Spring of 2019.

Salary:

— All eligible employees shall advance one step on the revised 2020-2021 salary schedule. Teachers who have been on Step 17 for one or more years will receive a 3% pay increase for the 2020-21 school year.

Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2020-2021. Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1,000 to their base salary for 2020-2021.

## APPENDIX A-1

### FRANKLIN TEACHER COMPENSATION

2021-2022

Add half a step to the scale				
STEP	BA	BA+15	MA	MA+15
1	35,030	36,622	38,134	39,488
2	36,622	38,134	39,488	40,762
3	38,134	39,488	40,762	42,035
4	39,488	40,762	42,035	43,309
5	40,762	42,035	43,309	44,583
6	42,035	43,309	44,583	45,857
7	43,309	44,583	45,857	47,131
8	44,583	45,857	47,131	48,405
9	45,857	47,131	48,405	49,678
10	47,131	48,405	49,678	50,952
11	48,405	49,678	50,952	52,226
12	49,678	50,952	52,226	53,500
13	50,952	52,226	53,500	54,774
14	52,226	53,500	54,774	56,048
15	53,500	54,774	56,048	57,320
16	54,774	56,048	57,320	58,595
17	56,048	57,320	58,595	59,869
17+	3%			

#### Salary:

All eligible employees shall advance one step on the 2021-2022 salary schedule. Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2021-2022 school year.

Additionally, eligible employees who have missed one step in 2011-2012 or 2012-2013 school years will receive an additional \$500.00 increase to their base salary for 2021-2022. Eligible employees who have missed two steps in 2011-2012 and 2012-2013 school years will receive an additional \$1,000 to their base salary for 2021-2022.

# APPENDIX A-1

## FRANKLIN TEACHER COMPENSATION

2022-2023

2.00%	2022-2023			
Step	BA	BA+15	MA	MA+15
1	\$ 35,731	\$ 37,323	\$ 38,835	\$ 40,189
2	\$ 37,323	\$ 38,835	\$ 40,189	\$ 41,463
3	\$ 38,835	\$ 40,189	\$ 41,463	\$ 42,736
4	\$ 40,189	\$ 41,463	\$ 42,736	\$ 44,010
5	\$ 41,463	\$ 42,736	\$ 44,010	\$ 45,284
6	\$ 42,736	\$ 44,010	\$ 45,284	\$ 46,558
7	\$ 44,010	\$ 45,284	\$ 46,558	\$ 47,832
8	\$ 45,284	\$ 46,558	\$ 47,832	\$ 49,106
9	\$ 46,558	\$ 47,832	\$ 49,106	\$ 50,379
10	\$ 47,832	\$ 49,106	\$ 50,379	\$ 51,653
11	\$ 49,106	\$ 50,379	\$ 51,653	\$ 52,927
12	\$ 50,379	\$ 51,653	\$ 52,927	\$ 54,201
13	\$ 51,653	\$ 52,927	\$ 54,201	\$ 55,475
14	\$ 52,927	\$ 54,201	\$ 55,475	\$ 56,749
15	\$ 54,201	\$ 55,475	\$ 56,749	\$ 58,021
16	\$ 55,475	\$ 56,749	\$ 58,021	\$ 59,296
17	\$ 56,749	\$ 58,021	\$ 59,296	\$ 60,570
17+	3.00%			

Salary:

*All eligible employees shall advance one step on the 2022-2023 salary schedule.*

*Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2022-2023 school year.*

*All on step employees who received \$1000 or \$2000 as part of the 2020-2022 CBA shall continue to carry those additional payments in addition to their base pay until they move off step, at which point the payments become part of the base pay.*

*Additionally, eligible employees who did not receive a step or off-step wage increase for the 2017-2018 school year, shall receive an additional \$500 added to their base pay for the 2022-2023 school year.<sup>1</sup>*

# APPENDIX A-1

## FRANKLIN TEACHER COMPENSATION

<sup>1</sup> The Association and the Board shall consider the issue of any lost steps prior to July 1, 2022 hereby resolved.

## 2023-2024

2.00%	2023-2024			
Step	BA	BA+15	MA	MA+15
1	\$ 36,445	\$ 38,069	\$ 39,611	\$ 40,992
2	\$ 38,037	\$ 39,581	\$ 40,965	\$ 42,266
3	\$ 39,549	\$ 40,935	\$ 42,239	\$ 43,539
4	\$ 40,903	\$ 42,209	\$ 43,512	\$ 44,813
5	\$ 42,177	\$ 43,482	\$ 44,786	\$ 46,087
6	\$ 43,450	\$ 44,756	\$ 46,060	\$ 47,361
7	\$ 44,724	\$ 46,030	\$ 47,334	\$ 48,635
8	\$ 45,998	\$ 47,304	\$ 48,608	\$ 49,909
9	\$ 47,272	\$ 48,578	\$ 49,882	\$ 51,182
10	\$ 48,546	\$ 49,852	\$ 51,155	\$ 52,456
11	\$ 49,820	\$ 51,125	\$ 52,429	\$ 53,730
12	\$ 51,093	\$ 52,399	\$ 53,703	\$ 55,004
13	\$ 52,367	\$ 53,673	\$ 54,977	\$ 56,278
14	\$ 53,641	\$ 54,947	\$ 56,251	\$ 57,552
15	\$ 54,915	\$ 56,221	\$ 57,525	\$ 58,824
16	\$ 56,189	\$ 57,495	\$ 58,797	\$ 60,099
17	\$ 57,463	\$ 58,767	\$ 60,072	\$ 61,373
17+	3.00%			

Salary:

*All eligible employees shall advance one step on the 2023-2024 salary schedule.*

*Teachers who have been on Step 17 for one or more years will receive a 3% pay increase during the 2023-2024 school year.*

*All on step employees who received \$1000 or \$2000 as part of the 2020-2022 CBA shall continue to carry those additional payments in addition to their base pay until they move off step, at which point the payments become part of the base pay.*

*Additionally, eligible employees who did not receive a step or off-step wage increase for the 2017-2018 school year, shall receive an additional \$500 added to their base pay for the 2023-2024 school year.*

**Wage Examples:**

**Employee on BA step 8 in 2021/2022 and hired in 2016:**

**2022/2023:**

*Moves to step 9: \$46,558*

*Receives an extra \$500 for lost step in 2017-2018*

*Total compensation: \$47,058*

**2023/2024:**

*Moves to step 10: \$48,546*

*Receives another \$500 for the lost step in 2017-2018 for a total of \$1,000*  
*Total compensation: \$49,546*

**Employee on BA step 14 in 2021/2022 and hired in 2008:**

**2022/2023:**

*Moves to step 15: \$54,201*

*Continues to receive the \$2,000 from the 2020-2022 CBA for lost steps in 2011-2013*

*Receives \$500 for the lost step in 2017-2018*

*Total compensation: 56,701*

**2023/2024:**

*Moves to step 16: \$56,189*

*Continues to receive the \$2,000 from the 2020-2022 CBA for lost steps in 2011-2013*

*Receives another \$500 for the lost step in 2017-2018 for a total of \$1,000*

*Total compensation: 59,189*

**Employee on BA “off-step” in 2021/2022 at \$61,000 and hired in 1996:**

**2022/2023:**

*Receives a 3% increase to the base pay from 2021/2022: \$62,830*

*Receives an additional \$500 for the lost step in 2017-2018*

*The “off-step” amount for 2021/2022 (\$61,000) already includes the \$2,000 received as part of the 2020-2022 CBA.*

*Total compensation: \$63,330*

**2023/2024:**

*Receives a 3% increase to the total compensation from 2022/2023: \$65,230*

*Receives an additional \$500 for the lost step in 2017-2018*

*Total compensation: \$65,730*

**Employee on BA step 16 in 2021/2022 and hired in 2002:**

**2022/2023:**

*Moves to step 17: \$56,749*

*Continues to receive the \$2,000 from the 2020-2022 CBA for lost steps in 2011-2013*

*Receives \$500 for the lost step in 2017-2018*

*Total compensation: \$59,249*

**2023/2024:**

*Moves to “off-step” and receives a 3% increase to total compensation from 2022-2023: \$61,026*

*Receives \$500 for the lost step in 2017-2018*

*Total compensation: \$61,526*

**Employee hired on MA step 3 in 2021/2022 and hired in 2020:**

**2022/2023:**

*Moves to step 4: \$42,736*

*Does not receive \$500 in additional compensation, as they were not present in 2017/2018*

*Does not receive any additional compensation as part of 2020-2022 CBA, as they were not present between 2011 and 2013.*

*Total compensation: \$42,736*

**2023/2024:**

*Moves to step 5: \$44,786*

*No \$500 in additional compensation*

*No additional compensation from 2020-2022 CBA*

*Total compensation: \$44,786*



## APPENDIX B

### INSURANCE

1. For the duration of this contract, the Board agrees to give teachers the following health insurance plan:

**SCHOOL CARE – YELLOW ACCESS WITH CHOICE FUND (subject to plan name change).**

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

3. **The Board agrees to pay the following *based on School Care – Yellow Access with Choice Fund rates*:**

<del>2020-2022</del>	2022-2024
Single	100 %
2-person	95 %
Family	91 %

4. The Board will pay the cost to provide twenty-five thousand dollars (\$25,000) of term life insurance to each employee covered by this Agreement, including a provision for accidental death and dismemberment.
- 5A The difference between the Board's maximum contribution set forth in B.3 above and the actual cost to the Board to provide the coverage selected by an employee under B.1 above will be payroll deducted from an appropriate payroll period(s) by the Board.
- 5B If an employee declines to participate in the Health Care plan offered pursuant to this Agreement, then the employee shall receive in lieu of Healthcare benefits \$3,000.

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

- 5C Should an employee revoke the declination of benefits recited herein, then the employee agrees to repay a pro-rated portion of the payment made to said employee in lieu of said benefit to the District.
6. The Board will continue to pay the cost to provide Delta Dental Plan A & B up to 100% of the single premium cost for the duration of this agreement.
7. The District shall provide Section 125 accounts for employees who choose to utilize the pre-tax options allowed by the Internal Revenue Service.

**APPENDIX C  
TEACHER CONTRACT**

**SCHOOL ADMINISTRATIVE UNIT EIGHTEEN**

**FRANKLIN TEACHER CONTRACT**

**AGREEMENT** made \_\_\_\_\_ by and between the **FRANKLIN SCHOOL DISTRICT**, hereinafter called the “District”, and «First\_Name» «Last\_Name», hereinafter called the “Teacher”.

1. The District agrees to employ the Teacher for the ensuing year from \_\_\_\_\_ to \_\_\_\_\_ at an annual salary of «Salary» paid in \_\_\_\_\_ equal bi-weekly installments commencing on \_\_\_\_\_.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of the schools and the teachers.
3. It is mutually agreed:
  - a. That the school year is not to be in excess of one hundred eighty (180) school days and **five (5)** other days devoted to school and educational work between \_\_\_\_\_ and June 30, \_\_\_\_\_.
  - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Department of Education to occupy.
  - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments. This contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher’s certification, license, or permit is revoked by the Commissioner of Education.
  - d. That this contract shall automatically terminate and become void at any time the Teacher fails to hold a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
  - e. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings of the New Hampshire Department of Education or the State Board of Education.
  - f. Refer to cover letter dated \_\_\_\_\_.

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

**FRANKLIN SCHOOL DISTRICT**

By \_\_\_\_\_  
(Chairman, School Board)

By \_\_\_\_\_  
(Teacher)

**Step:** «Step»

## APPENDIX D

**FRANKLIN SCHOOL DISTRICT  
DUES DEDUCTION AUTHORIZATION FORM  
2020-2022    2022-2024    SCHOOL YEAR**

NAME: \_\_\_\_\_  
(Please Print)

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

For membership in the Franklin Education Association (FEA) \$ \_\_\_\_\_/yr

For membership in NEA-New Hampshire (NHEA)

***Please indicate appropriate amount:***

First Year Teachers (BA1/MA1) \$/ \_\_\_\_\_/yr

Second Year Teachers (BA2/MA2) \$/ \_\_\_\_\_/yr

All Others \$/ \_\_\_\_\_/yr \_\_\_\_\_/yr

For membership in the National Education Association (NEA) \$ \_\_\_\_\_/yr

**TOTAL MEMBERSHIP DUES** \_\_\_\_\_/yr

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

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

Signature: \_\_\_\_\_

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

## APPENDIX E

### GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

To: \_\_\_\_\_ Complete in triplicate with copies to:

- 1) Principal
- 2) Superintendent
- 3) Association

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
School

#### LEVEL A

Date of Grievance:

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

2. Relief Sought:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Answer given by Principal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL B**

Date received by Superintendent:

Answer given by Superintendent:

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Signature

Date

**LEVEL C**

Date received by Board:

Answer given by Board:

---

Signature

Date

Position of Grievant:

---

Signature

Date

**LEVEL D**

Date submitted to Arbitration:

Disposition of Arbitrator:

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Signature

Date

IN WITNESS WHEREOF the parties have executed this Agreement  
on this       day of       as of the date and year first written above.

FRANKLIN SCHOOL DISTRICT

FRANKLIN EDUCATION ASSOCIATION

By \_\_\_\_\_  
Timothy Dow, Chairperson

By \_\_\_\_\_  
**Jennifer Weaver**, FEA President

By \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY COUNCIL MEETING**  
**AGENDA ITEM VII**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

*City Council Meeting November 1st, 2021*

**From:** Dan LeGallo, Superintendent

**Subject:** ESSER III (Elementary and Secondary School Emergency Relief) fund, ARP IDEA/Preschool, and ARP Homeless Children and Youth (ARPA Act)

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### **Recommended**

#### **Suggested Motion for the November 1st, 2021 Meeting of the City Council:**

*Councilor moves, "I move that the Franklin City Council set a public hearing for December 6th, 2021 at 6pm regarding Resolution #07-22, to accept and appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth, for the purpose of funding costs associated with COVID 19 pandemic for the Franklin School District."*

*Mayor calls for a second, discussion and vote.*

#### **Suggested Motion for the December 6th, 2021 Meeting of the City Council:**

*Councilor moves, "I move that the Franklin City Council vote to adopt Resolution #07-22, to accept and appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth, for the purpose of funding costs associated with COVID 19 pandemic for the Franklin School District."*

*Mayor calls for a second, discussion and vote.*

---

**Background:** Due to the passing of the federal ARPA (American Rescue Plan Act) the Franklin School District through the New Hampshire Department of Education was awarded \$6,076,391.29 in federal grant monies for costs related to the COVID 19 pandemic. The funds have been titled ESSER III (Elementary and Secondary School Emergency Relief) Fund, ARP IDEA/Preschool and ARP Homeless Children and Youth. The funds are intended for the purpose of funding for pandemic costs (i.e. chromebooks/computers/software), compensatory special education services, learning loss, homeless children and youth costs, personal protection equipment, food service distributions costs, sanitizing equipment, social emotional services, personnel costs, other instructional tools, HVAC Repairs/Renovations etc.

**Fiscal Impact:** This amount will have no effect on the taxes raised by the City of Franklin as these are federal grants distributed through the New Hampshire Department of Education to districts throughout the State of New Hampshire.

**Alternatives:** Do not appropriate at this time.

**Attachments/Exhibits:** Resolution 07-22





**CITY OF FRANKLIN, NEW HAMPSHIRE**  
*"The Three Rivers City"*

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316 Central Street  
Franklin, NH 03235

Phone: (603) 934-3900  
Fax: (603) 934-7413

**RESOLUTION # 07-22**

**A Resolution Granting Authority to Accept and Appropriate \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth for the Franklin School District.**

**In the year of our Lord, Two Thousand Twenty-One,**

**WHEREAS**, the City Council of the City of Franklin, New Hampshire recognizes that the school district will receive \$5,987,252.10 of ARPA Act funding under the ESSER III (Elementary and Secondary School Emergency Relief) Fund and \$73,458.43 for ARP IDEA/Preschool and \$15,680.76 for ARP Homeless Children and Youth;

**WHEREAS**, the City Council of the City of Franklin would like to appropriate \$6,076,391.29 of the above mentioned funds in order to expend for costs associated with the COVID-19 pandemic for such things as technology costs (chromebooks, computers, software), compensatory special education services, homeless children and youth costs, learning loss, personal protection equipment, food service distributions costs, sanitizing equipment, social emotional services, personnel costs, other instructional tools, HVAC Repairs/Renovations etc., **Now**,

**THEREFORE, BE IT RESOLVED**, *that at a regularly scheduled meeting of the City Council on December 6th, 2021, the City Council of Franklin New Hampshire does hereby vote to adopt resolution #07-22 to formally accept and appropriate \$6,076,391.29 of federal funding from the passage of the ARPA Act by the federal government in response to the COVID-19 pandemic through the New Hampshire Department of Education under the ESSER III Fund and IDEA/Preschool and Homeless for the Franklin School District.*

**An Increase in Revenues:**

ESSER III Fund (ARPA Act) – Five Million, Nine Hundred Eighty-Seven Thousand, Two Hundred Fifty-Two Dollars and Ten Cents (\$5,987,252.10)

ARP IDEA/Preschool – Seventy-Three Thousand, Four Hundred Fifty-Eight Dollars and Forty-Three Cents (\$73,458.43)

ARP Homeless Children and Youth – Fifteen Thousand, Six Hundred Eighty Dollars and Seventy-Six Cents (\$15,680.76)

**An Increase in Expenditures:**

School District expenditures in the total amount of Six Million Seventy-Six Thousand, Three Hundred Ninety-One Dollars and Twenty-Nine Cents (\$6,076,391.29)

This resolution is non lapsing.

**By a roll call vote.**

**Roll Call:**

Councilor Bunker	_____	Councilor Desrochers	_____	Councilor Testerman	_____
Councilor Chandler	_____	Councilor Dzujna	_____	Councilor Trudel	_____
Councilor Clarenbach	_____	Councilor Starkweather	_____	Councilor Zink	_____

**Approved:** \_\_\_\_\_  
Mayor

**Passed:** \_\_\_\_\_

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Michelle Stanyan is the City Clerk for the City of Franklin, Franklin, New Hampshire.

**A true copy, attested:** \_\_\_\_\_  
City Clerk

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

**CITY COUNCIL MEETING**  
**AGENDA ITEM VIII**



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
November 1, 2021

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**From:** Judie Milner, City Manager

**Subject:** Council to consider Title Change from Welfare Administrator to Community Relations Liaison

---

**Suggested Motion:**

Councilor moves, "I move that the Franklin City Council approve the position title change only from Welfare Administrator to Community Relations Liaison."

Mayor calls for a second, discussion and vote.

**Discussion:**

Normally, I would make this sort of recommendation during the budget process; however, I would prefer to get this position evaluated under its new title and job description in the pay & class study scheduled for the fiscal year. There is no recommended change in pay or grade/step for this position but rather just a title and duty change. I introduced this concept to the finance committee on October 19<sup>th</sup> and received support to move forward to the council.

During the LEAN process with the council and subsequent roadmap development, communications and engaged citizenry were emphasized as critical steps for the city to move forward. While staff completely agrees with this goal, it has been difficult to implement given our current understaffed departments and overburdened personnel. Welfare is a function of the city by RSA and is very necessary service. Also, by RSA, welfare assistance from the city is the LAST RESORT option for those seeking assistance; therefore, the Welfare Administrator is generally well versed in programs throughout the State and directs those in need to the resources best suited for their situation. In her down time, the current incumbent has assisted other departments with scanning, filing, and other projects but I think her efforts are better suited to community relations including but not limited to service request management, website management, social media management, coordinating needs for dignitary visits, etc. in addition to the welfare assistance.

This change will address 2 primary concerns: timely and effective communications city wide and providing a consistent source for citizen engagement while eliminating the stigma associated with the term welfare. The current Welfare Administrator handles service requests while the Executive Secretary is out on vacation or other leave and I have personally observed the hesitancy

people have when asked to step into the office titled welfare to complete a service request. An office titled community relations as opposed to welfare also protects the dignity of those in need. In addition, I hope that this change in conjunction with other smaller changes will eliminate most of the 5-10 hours per week of overtime associated with the Executive Secretary's position contributing to fatigue and burn out.

I would like to caution that this change is the first change needed to get this conversion started. The change will not be instantaneous. There will be several steps necessary, including training, to get this newly defined position up and running but this is a step in the right direction for the City as a whole. I suspect it will be well worth the wait.

**Fiscal Impact:**

No change to grade, step, pay, benefits or hours are recommended. Savings in overtime in the City Manager's office is expected once the new defined position is fully functional.

**CITY COUNCIL MEETING**  
**AGENDA ITEM IX**



## CITY OF FRANKLIN COUNCIL AGENDA REPORT

November 1, 2021

**From:** Judie Milner, City Manager

**Subject:** Council to consider Allowing Employees Who Can Show they are fully vaccinated for COVID by February 28, 2022

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### **Suggested Motion:**

Councilor moves, "I move that the Franklin City Council allow all employees eligible for sick and vacation leave time to voluntarily convert 2 sick days to 2 vacation days upon proof of being fully vaccinated for COVID as defined by the Center for Disease Control. Eligible employees must make the request by February 28, 2022 when this program expires."

Mayor calls for a second, discussion and vote.

### **Discussion:**

As we continue to navigate through this pandemic and the new norm that it brings, the management team of the city must continually weigh public health, public safety, employee safety and free choice when making decisions on how to best provide essential services while developing contingency plans should all not go as planned. COVID – 19 has been a huge threat to service levels in already understaffed and overburdened departments. The city has had entire public safety shifts out of work due to COVID-19 exposure. As the council is aware, many city positions require specialized training and/or certification that cannot be back filled by just any person off the street - the overtime costs associated with an exposure are astronomical not to mention the fatigue and increased risk of potential mistakes. Many employees, not just public safety, interact with the public on a regular basis and enter homes and/or businesses regularly.

As the vaccines have become available, risks have significantly decreased for those employees who have chosen to vaccinate; however, the city has identified several employees who have not been vaccinated. The risk of not being able to provide public safety and health services is still a significant threat to the city. The city continues to incur costs due to COVID 19 exposure and the risks of not being able to provide essential services. The city has under 100 regularly scheduled employees; therefore, the federal mandate of required vaccinations does not apply.

The management team would like to present an award approach to becoming fully vaccinated in order to entice employees to reconsider vaccination. We have identified the employees not vaccinated and they fall into a demographic who values their time off over monetary incentives.

Therefore, we are recommending allowing any employee who can prove they are fully vaccinated to convert 2 days sick time to 2 days vacation time with a cut off of Feb 28, 2022 in order to get employees vaccinated during the winter months which lend to greater chances of sickness. In fairness to those employees that have been vaccinated previously, this incentive will be available to all vaccinated employees and not just newly vaccinated employees. It will be subject to the availability of sick time to convert.

Please note this incentive may solve our COVID related absences with regularly scheduled employees, the city still has to solve the problem of unvaccinated seasonal employees. Suggestions are welcome and stay tuned for more on this subject.

**Fiscal Impact:**

Per the City personnel manual, vacation leave is paid out at the end of employment but sick time is not. In addition, vacation leave must be used by an employee's hire date anniversary. Anything over a one-year accrual of vacation leave is forfeited on the employees hire date anniversary.

If the City approved this plan and all employees participated in converting their sick time to vacation time and terminated employment the next day, the cost to the city would be just under \$38,000. The likelihood of this happening is slim to none. However, the city estimates close to the \$38,000 in COVID related back fill personnel costs (mostly overtime) to date in this pandemic. Fully vaccinated employees greatly reduce the likelihood of time out of work for COVID related illness. From a public health & safety stand point, the benefits of fully vaccinated employees far outweigh any potential costs of this proposal.



**CITY COUNCIL MEETING**  
**AGENDA ITEM X**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting of November 1, 2021*

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**Subject: Other Business**

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- 1. Committee Reports**
- 2. City Manager's Update**
- 3. Late Items**

**Non-public Session**

**Adjournment**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

City Council Meeting November 1, 2021

**Date: October 27, 2021**  
**From: Judie Milner, City Manager**  
**Subject: City Manager's Update**

- Contingent Grant Line Activity –
- Trust fund for school funding – \$146.04
- Welcome Aboard, Paul Bourque III, Firefighter
- Congratulations:
  - Officer Tracy & K9 Miller
  - Finance Director Gaudette
  - PD -
  - FD -
- Next Workshop Meeting – 11/22/21
- 15 Trail Tax Deed
- Drug Take Back Day
- Mayor's Drug Task Force Soup Fest/Mill City Park Get Out & Play Day
- Where's the cannon?
- Committee meetings November – Municipal Services & Legislative
- Media Connections – Laconia Daily Sun Live, Work, Play Lakes Region Magazine
- Mill City Park Update –

- City Offices Closed – 11/11 (Thursday); 11/25-11/26 (Thurs-Fri)
- Non-Public Needed:

Motion to go into non-public according to RSA 91-A:3 II (I)

Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.

### **Roll Call Vote**

City of Franklin, NH			
City Council Request Follow Up Log			
Date Requested	Request	Status	
		Completed	
12/7/20	look into the remediation and possible termination of Franklin Solar 1 & 2 leases	11/1/21 non public needed	
9/13/21	look into new mics for meetings	no appropriation for FY22; added to year end deferred list for consideration if savings in appropriations from other lines	