

UNIT A (TEACHERS)

This AGREEMENT is made and entered into as of September 1, 2012, by and between the FRAMINGHAM SCHOOL COMMITTEE (hereinafter referred to as "the Committee") and the FRAMINGHAM TEACHERS ASSOCIATION Unit A (hereinafter referred to as "the Association").

PREAMBLE

The Framingham School Committee and the Framingham Teachers' Association recognize that, in a democratic society, education must be a continuous pursuit of universal truths; that each child is entitled to an educational program designed to meet specific educational needs; that each child is entitled to instruction by personnel professionally qualified and adequate in number in order that education of the highest quality may be the effective result; that more attention should be devoted to the constructive guidance of leisure time and in-school time activities of students; that commensurate with quality education is the need for good morale within the teaching staff; that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility.

ARTICLE 1 **RECOGNITION**

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all professional teaching employees of the Framingham School System, falling into any one of the following categories:

All classroom teachers or teachers of remedial or special education, including all department heads, professional personnel serving pupils directly in a counseling capacity, nurses, occupational therapists, physical therapists, school psychologists, coaches of athletics, partnership and part time teachers, school librarians, but excluding substitute teachers and all other employees of the School Department.

Except where otherwise provided, where the word "teacher" appears in this agreement, it shall be construed to include all of those positions or classifications specified in the paragraph above immediately preceding.

ARTICLE 2 **NEGOTIATION PROCEDURE**

A. Not later than October 1 of the school year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement.

B. Any Agreement reached between the Committee and the Association will be reduced to writing and signed by the Committee and the Association.

C. This Agreement shall be reproduced at equal cost to the parties and a copy of this Agreement shall be given by the Committee to each new teacher within five (5) days after being employed. Alternatively, this Agreement may be posted on-line.

D. No reprisals of any kind shall be taken by any party of this Contract against any party in interest, any witness or any member of the Personnel Committee of the Association, or any other participant in the grievance procedure by reasons of such participation.

ARTICLE 3 **GRIEVANCE PROCEDURE**

A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and the President of the Association shall permit the aggrieved party or parties to proceed to the next step.

C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. A grievance that affects a group or class of teachers from a different building or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

E. When a grievance arises, the grievance must be filed within ten (10) calendar days (or when school is not in session, fourteen (14) calendar days) from the day of the event upon which the grievance is based or from the date when the teacher had or should have had knowledge of the event.

Should any dispute or difference arise, it shall be settled in the following manner:

Level One: A hearing shall be held within seven (7) calendar days of the filing of the grievance between the aggrieved employee, his principal, and a member of the Grievance Committee. The supervisory answer at this level shall be transmitted to the Association within seven (7) calendar days of such hearing.

Level Two: If the dispute is not resolved at Level One, a hearing shall be held within seven (7) calendar days from the date of the reply at Level One between the aggrieved employee, the Chairman of the Grievance Committee or his/her designee, and the Director of Human Resources. One additional person may be present at the request of either party. Additional persons may be present as mutually agreed. The Director of Human Resources answer shall be transmitted to the Association within seven (7) calendar days of the hearing at Level Two.

Level Three: If the dispute is not resolved at Level Two a hearing shall be held within seven (7) calendar days from the date of the reply at Level Two between the aggrieved employee, the Chairman of the Grievance Committee or his designee, and the Superintendent or his designee. A Representative of the Massachusetts Teachers Association may be present at this hearing. The Superintendent's answer shall be transmitted to the Association within seven (7) calendar days of the hearing at Level Three.

Level Four: If the dispute is not resolved at Level Three, a hearing shall be held no later than the second regularly scheduled School Committee meeting from the date of the reply at Level Three between the Association (it shall be limited to seven (7) persons designated by the Chairman of the Grievance Committee) and the School Committee. If the second regularly scheduled School Committee meeting is during July or August after the Level III response, efforts will be made to schedule the Level IV grievance hearing at the first regularly scheduled School Committee meeting from the date of the reply at Level III. The Committee's answer shall be transmitted to the Association within ten (10) calendar days of the hearing at Level Four.

Level Five: In the event that the grievance shall not have been satisfactorily disposed of at Level Four, or in the event that no decision has been rendered within ten (10) calendar days after the Level Four meeting, the Association may refer in writing within ten (10) calendar days of the disposition under Level Four the unsettled grievance to arbitration. The Arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.

The arbitrator shall be without power or authority to modify or alter the terms of this contract.

The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days after the hearing is declared closed. The decision shall be final and binding on both parties.

The costs for services of the arbitrator shall be borne equally by the School Committee and the Association.

Except as stated below, no matter pertaining to a grievance procedure shall be included in a unit member's personnel file unless so requested by the unit member. Except as stated below, all matters relating to any grievance shall be treated as confidential material and shall not be consulted in decisions regarding reemployment, promotion or transfer.

Any material pertaining to charges brought or disciplinary action taken against a unit member will become part of the unit member's personnel file unless recourse is taken to the grievance procedure in which case such material will not be so placed unless and until charges are substantiated in the process of the grievance.

ARTICLE 4
SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

ARTICLE 5
ACKNOWLEDGEMENT OF APPLICATION

The receipt of all written applications for positions in the Framingham Public Schools from current members of the bargaining unit shall be promptly acknowledged in writing.

ARTICLE 6
TEACHER EMPLOYMENT

A. The Framingham School Committee reserves the right to grant salary credit for experience or specialized abilities other than actual teaching experience.

B. The granting of such credit must be recommended by the administration.

C. A prospective teacher who has spent one (1) year or more in the service of his/her country and has an honorable discharge may apply for extra salary credit. No more than two (2) salary steps shall be granted for military service. This shall not apply to anyone entering the System prior to the execution of this Agreement.

D. A prospective teacher who has had experience related to teaching or who possesses specialized abilities needed by the School System may apply for extra salary credit. One step may be granted for each year's experience, such credit not to exceed five (5) such extra steps. Further, C and D are exclusive. No candidate shall receive salary credits under both classifications.

E. The granting of salary credits under C and D shall not place an individual above Step 10 on the salary schedule.

F. Subject to the requirements and provisions of Appendix A all teachers who have in excess of ninety (90) continuous days of teaching experience in one school year and who are recommended by their principal shall be eligible to be placed upon the next step of the salary schedule in the succeeding year. This provision shall apply only where there has been no break in service.

G. This policy shall become effective on the execution date of this Agreement, and shall not be applied retroactively. Any situations not following strictly the above regulations shall be reviewed by the Administration and upon its recommendation brought to the School Committee for action.

ARTICLE 7
TEACHER ASSIGNMENT

A. Under normal circumstances, the teachers will be notified by the Administration in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have by one week before the close of school. Changes in such programs may be made after one week before the close of school, if necessary, and the teachers involved in the change will be notified as soon as possible.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be assigned within the scope of their teaching certificates or in compliance with other state regulations.

C. Changes in grade assignment in the elementary schools and in subject assignment in the middle and secondary schools will be voluntary to the extent possible.

D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive the current Town-wide mileage reimbursement allowance for all inter-school driving done by them.

ARTICLE 8
ORIENTATION OF NEW TEACHERS

Every attempt will be made to adequately orient new staff members. Three days prior to the opening of the school year, new teachers will be available for orientation to familiarize them with the school environment. Two additional days of orientation may be scheduled over the teacher's next three years, at the Superintendent's discretion. The Association agrees to participate in the evaluation of the orientation program.

ARTICLE 9
TEACHER EVALUATION

A. Supervision of teachers will be conducted professionally, openly and with full knowledge of the teacher; any serious complaint(s) of any supervisor regarding performance shall be promptly called to the attention of the teacher. Teachers shall be given a copy of any evaluation report prepared by an evaluator and will have the right to discuss his/her report. The evaluator must confer with any teacher whose service has been rated unsatisfactory in any respect, explain every evaluation and plan cooperatively for improvement.

Beginning in the 2013-14 school year, the procedures outlined in the document entitled Framingham Evaluation Instrument will be used to evaluate all members in Unit A.

An Evaluation Review Committee consisting of 11 members (3 teachers and 3 department heads appointed by the FTA President; 3 principals appointed by the superintendent along with the

Director of Human Resources and the Director of Curriculum and Staff Development and co-chaired by an FTA and administration appointee) will meet at least once a year to review and make a recommendation for revising our procedures to the FTA and the School Committee. Both bodies must approve any changes in the procedures.

The evaluation instrument and procedure shall be replaced with the new evaluation instrument and procedure entitled Framingham Evaluation Instrument attached hereto.

B. 1. Teachers will have the right, upon written request, to review the contents of their personnel file.

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

C. Any serious complaints regarding a teacher made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the teacher. The name of the complainant shall be given to the teacher.

If a negative assessment is indicated, the evaluator's written comments must contain relevant data that supports that negative assessment. Supportive data should include (but not be limited to):

- a. Identification of problem(s).
- b. Evidence that evaluator had conferred with the teacher regarding area(s) of concern.
- c. Evidence of evaluator's attempt(s) to assist the teacher in improving his/her performance.

ARTICLE 10

TRANSFERS, REDUCTION IN FORCE, AND RECALL

A. Although the Committee and Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

1. When a reduction in the number of teachers in a particular building is necessary, volunteers may request transfer(s) to specific positions. If the request is not granted, the request shall be considered to be withdrawn.

2. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Framingham School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.

An involuntary transfer will be made only after a meeting between the teacher involved, an Association representative, if requested by the teacher, and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer.

3. A list of open positions in other particular buildings will be made available to all teachers being transferred. The School Committee in making involuntary transfers will give consideration to the professional background and other attainments of the teacher.

4. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.

5. VOLUNTARY TRANSFERS. All known vacancies shall be posted for transfer as soon as possible. Personnel within the system will be given adequate opportunity to make application for transfer, but the School Committee will not be restricted from advertising for applicants outside its current staff. The Committee will give consideration to the professional background and other attainments of all applicants. Any Applicant covered by the collective bargaining agreement who is not selected will receive a notice of non-action. Teachers wishing to be considered for transfer to positions that become vacant during the summer shall make such wishes known by letter to the Director of Human Resources by the last day of school. The letter must specify what positions and in which schools he or she wishes to be transferred. These wishes will be considered according to the criteria outlined above before assignments to such positions are made.

6. Before a teacher is assigned or transferred to a particular building, the principal of the building in question will be consulted regarding said assignments or transfer.

7. The Committee agrees that they will not utilize an involuntary transfer that would result in the lay-off of a teacher of professional status. The Committee further agrees that they will not deny a request for a voluntary transfer from an employee qualified for the position as specified in the criteria set forth in Article 10, Section D, paragraph 2, if such denial would result in the lay-off of a teacher with professional status.

B. Reduction in Force:

1. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified.
2. In the event a reduction of teachers in a discipline is necessary or occurs, the least senior teacher in that discipline will be affected (displaced). No teacher with professional teacher status shall be displaced by a more senior teacher with such status unless the more senior teacher is currently qualified pursuant to chapter 71 section thirty-eight G for the junior teacher's position.
3. For the purpose of this section, a teacher who holds a General Certification, or K-8 Certification shall be considered to be qualified only in those disciplines he/she has performed for a period of two years or more in the last five. Teachers with Elementary, "Grandfather," or General Certification teaching in Grades 7-8 shall be considered as having taught K-6 for the purpose of paragraph B2 above.
4. Teachers who are to be laid off due to a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect, where practicable and possible. The parties acknowledge that for positions funded by outside sources, funding levels might not be confirmed until July or August. Lay off notices related to a reduction in these outside funds will be sent as soon as possible after the levels of funding have been confirmed.
5. The Committee agrees to provide the Association, in order to discharge its obligation as the exclusive bargaining agent, all information it is entitled to as the collective bargaining representative (agent) for the purpose of determining whether or not there has been compliance with the layoff procedures.

C. Teacher Recall Procedure to Their Own Discipline:

1. This means the right of a professional teacher to return to a position in the discipline (as set forth in the attachment) from which the teacher was laid off.
2. Any professional teacher who is laid off pursuant to this article shall have a right to be recalled during the first two years of his/her layoff to any vacancy in the discipline from which he/she was laid off on a last-out first-in basis.
3. Recall of a teacher shall be made by the School Committee after such person has been nominated for such recall by the Superintendent.
4. The Association and the School Committee agree that the above-stated procedure will be used first for the recall of all professional teachers to positions following a layoff.

5. Preference for substitute service will be given to laid off teachers who indicate their availability to the Human Resources office.

D. Recall to Other Disciplines:

1. When a vacancy occurs which cannot be filled in accordance with Article 10, Paragraph C.2., teachers shall be eligible for other positions for which they are qualified. No new employee will be hired until every eligible employee on the recall list has been given the opportunity to apply.

2. The following criteria will be applied in determining which of the qualified applicants will be considered for positions in disciplines other than the discipline from which the applicant was laid off:

a. Areas of Competence

(1) Certification

(2) Number of years of actual experience in the area of competency

(3) Recent experience in the area of competence (See Memorandum of Understanding and Clarification - 10/19/77)

b. (1) Length of continuous permanent service in the system

(2) Length of service in the system

c. Major/Minor Field of Study (graduate, undergraduate)

(1) Major field of study

(2) Minor field of study

(3) Other courses

d. Contributions to the system beyond classroom teaching

(1) This does not include activities for which a teacher receives monetary compensation.

(2) Contributions considered will be made during the school year (September to June) only.

(3) All Association work which contributes to the educational process shall be considered a contribution to the system.

(4) Requests to contribute, which have not been accepted, shall be considered.

e. Quality of Teaching Performance

(1) Past evaluations which are in a teacher's personnel file.

(2) General recollections of supervisors who have had direct knowledge of a teacher's performance in the classroom.

For further clarification, see Appendix B and Appendix C.

3. The Human Resource Department will notify each qualified former employee on the recall list by mail that a vacancy exists.

a. Those interested must express this interest in writing within a fourteen day calendar period from the date of the notification.

b. If the Superintendent determines that no person on the recall list has the specific qualifications to fill a given vacancy and instead nominates a candidate from outside the recall list to fill a vacancy, the Association shall have the right to grieve.

c. The recall list shall be sent to The Association.

E. General:

1. The Human Resources Department shall maintain a complete list of all Framingham professional personnel formerly under contract who are, by virtue of declining student population and/or school closings, laid off. This listing will include the former employee's:

a. Beginning and ending dates of continuous contracted services to the Framingham School Department

b. Areas of certification

c. Complete description of professional experience

d. Name, address, and telephone number (it is the applicant's responsibility to furnish current information and an updated resume to the Human Resources Department).

2. A teacher's name shall be maintained on the recall list until the September first two years after the date on which the layoff occurs.

3. Personnel on this list are encouraged to notify the Human Resources Office if they no longer wish to be considered for recall.

4. Names still listed at the end of recall period will be dropped.

5. Individuals who refuse a job offer will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.

6. Seniority shall be defined as the length of continuous service in the Framingham School System Unit A. An employee in such position who assumes an acting or temporary position outside Unit A for up to three years will maintain but not accrue "length of continuous permanent service" for the purpose of these paragraphs. For status of, and effect on seniority while on leave of absence, refer to Article 31 and 33.

For purposes of this section, Nurses will be credited their Unit M seniority at the commencement of the 2007-2008 school year.

7. In the case of length of continuous service that is the same, the order of seniority shall be determined by the drawing of lots.

8. All layoffs shall be based upon a system-wide basis.

9. Upon recall, employees shall be accredited with all previously earned, unused sick leave.

10. Returning employees shall be placed on the salary schedule one step higher than the level at which they left, provided they have served in excess of ninety (90) continuous days in the year directly preceding their layoff.

11. Teachers recalled shall be considered to have been on a non-paid leave of absence for the term of the layoff.

ARTICLE 11
CLASS SIZE

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space available and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. Special attention to class size will be given to such special situations as shop area, drawing areas, or laboratory areas. Both the School Committee and the Association recognize the need and desirability to confer over possible solutions to problems of class size and to consider staff suggestions concerning same. However, the final decision as to class size will be made by the School Committee in the best interest of all.

Aide Request: If an aide is requested, the form attached to this contract is to be used.

1. The Committee and the Association recognize that class size guidelines for core academic subjects are an important factor in supporting quality education. Class size guidelines PK-8 and average class size guidelines at the high school are targeted as indicated below:

Pre-K	22
K	22
1-2	24
3-8	25
9-12	30 (average per teacher)

2. Classroom aides may be assigned to classrooms in Pre-K, K and 1st grades that reach the maximum guidelines for their level if funds are designated for this purpose by the Superintendent and if an aide is recommended by the classroom teacher and the principal and appointed by the Superintendent.

3. In any class in the District exceeds the maximum of the class size guidelines, the administration will:
 - A. Look at existing school space available to open an additional classroom;
 - B. Determine whether or not the School District has the financial resources to fund an additional teaching position;
 - C. If the class size guidelines above are exceeded in any given building or at any particular time, the Principal shall advise the Superintendent that the class size in the particular classroom exceeds the above guidelines. The Superintendent shall thereafter report at the November and March School Committee meeting (whichever may be applicable) in public session that the class size exceeds the guidelines and the excess number of students in each classroom.
 - D. If the class guidelines above are exceeded in any given building or at any particular time, the Superintendent shall notify the President of the Association of the particular classroom that exceeds the above guidelines.

4. The District's final determination shall be final provided that the terms of paragraph 3(C) and (D) above shall be grievable under the provisions of Article III. Grievances may be initiated at Level 3. This Article shall not be subject to the arbitration provisions of the Agreement.

ARTICLE 12

NON-TEACHING/ADDITIONAL RESPONSIBILITIES/DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is the total education of the children in his/her care.

A. 1. Assignment of teachers for non-teaching duties shall be on a reasonable basis, which may include consideration of the teacher's numbers of preparations, number of classes and class size. The Committee and the Association acknowledge that a nurses' responsibility is in the health-room and that nurses do not have preparatory periods; therefore nurses will not be required to perform non-nursing duties.

2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money where such loss is not the fault of the teacher.

B. Teachers will not be required to drive pupils to activities which take place away from the school building.

C. Volunteers will be solicited for student activity positions approved by the School Committee. If there is no qualified volunteer for any of the above positions, a teacher may be appointed by the Superintendent or his/her designee to fill the position.

D. Where reasonable and practical, all teachers will be allowed to remain in school buildings after school hours for the purpose of preparation.

ARTICLE 13
VACANCIES IN POSITIONS

A. Whenever any vacancy in a professional position occurs, as determined by the School Committee including those outside the bargaining unit, during the school year, it will be adequately publicized for one (1) week by the Director of Human Resources by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association and to any teacher who files a written request for such information with the Human Resources Department. In both situations, the qualifications for the position, its duties, and rate of compensation will be clearly set forth. Subsequent changes in qualifications will be made only when it is deemed justified by the Administration and any change will be brought to the attention of the Association prior to the closing date for applications.

B. All teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the professional background and other attainments of all applicants. Permanent appointments will be made as soon as possible.

C. Written application will be required of all candidates for acting administrative positions.

ARTICLE 14
WORKLOAD

A. It is the intention of the School Committee to maintain the current practice with respect to work year, vacation periods, teacher hours of employment, length of school day, and workload. If the School Committee deems that educational circumstances indicate that a change is warranted, it will notify the Association of the contemplated change and will provide the Association with every opportunity to present its views to the School Committee. Any information or suggestions provided by the Association will be given serious consideration.

B. A Committee composed of two (2) members appointed by the Association and two (2) members appointed by the School Committee shall be established to study special workload problems and to recommend appropriate changes, if any, to the School Committee for its consideration.

C. A Committee consisting of two (2) elementary teachers and two (2) members appointed by the School Committee will be formed to examine and effect any necessary changes in present practice involving the assignment of extra-curricular duties in the elementary schools.

D. To insure that every effort is made for the equitable establishment of a teaching schedule, the administrators will consider the number of different classrooms within a school to which a teacher is assigned, the number of consecutive teaching assignments, the number of different necessary lesson preparations, and the total workload of each teacher. Final decision on these matters is reserved to the administrator.

E. The School Committee recognizes the need for preparation time for elementary teachers. Elementary teachers will not be required to remain in the classroom when art, music, and physical education specialists are instructing the class. In the event of a reduction in art, music, or physical education, the School Committee agrees to bargain with the teachers over the impact. The Framingham School Committee agrees to equalize the use of specialists in the elementary schools. It is the intention of the School Committee to continue the present policy of providing substitutes whenever it is possible.

F. Effective January 18, 2001, teachers at the elementary schools will be guaranteed one hundred and eighty (180) minutes per week of preparation time.

G. Effective January 18, 2001, teachers at the elementary, middle or high school will receive sixteen dollars (\$16.00) for each preparation period missed because of the unavailability of a substitute so long as the administration has been notified of the absence of the teacher pursuant to the Teacher Absence provisions of the New Staff Handbook 2007-2008. Effective September 1, 2004, the reimbursement amount will be increased to twenty dollars (\$20.00) for each preparation period missed, and preparation periods will be reimbursed on the basis of thirty (30) minutes per period. All issues relating to workload for the middle and high schools, shall be referred to a joint study committee of the Association and the Committee. For the year September 1, 2007 to August 31, 2008, the reimbursement rate will be twenty dollars (\$20.00) for each preparation period missed even if that period exceeds thirty (30) minutes. Starting September 1, 2008, the language in the current contract, i.e., "preparation periods will be reimbursed on the basis of thirty (30) minutes per period" will be in effect.

Nurses asked to cover for another nurse when a substitute is not available, will receive a stipend of fifty dollars (\$50.00) per day.

H. Travel Time. For elementary, middle and high school teachers, time spent traveling between buildings by teachers who have a split building schedule shall be counted as a duty period.

ARTICLE 15 **LUNCH BREAK**

In the absence of exceptional circumstances each teacher will be given a duty-free lunch period of thirty minutes.

ARTICLE 16 **WORKERS COMPENSATION**

All teachers are covered by workers' compensation. A teacher who is collecting workers' compensation may use accumulated sick leave to make up the difference, if any, between the teacher's regular pay and the workers' compensation payments allocated to lost time. The Director of Human Resources shall provide assistance to a teacher in communicating with representatives of Workers Compensation.

ARTICLE 17
HIGH SCHOOL GRADUATION

At high school graduation a place of prominence will be reserved for teachers. If a majority of the teachers in the building wish to attend, notification will be given forty-eight (48) hours prior to the graduation exercise of the number who will attend.

ARTICLE 18
PROTECTION

A. Teachers will immediately report to the Superintendent in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment.

B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts. In addition, any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.

C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee may furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance. If the committee does not provide such counsel and the teacher is exonerated, the Committee will reimburse the teacher for reasonable counsel fees incurred by him/her in such criminal or civil proceeding. In no event shall this section require the Committee to furnish legal counsel to a teacher or pay a teacher's legal fees in a disciplinary proceeding relating to or arising out of the circumstances which lead to the criminal or civil proceedings brought against the teacher.

D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration, he/she may request to have a representative of the Association present.

E. No teacher with professional status will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, or laid off in violation of this contract. Provided that no teacher will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage for participating in activities protected under Massachusetts and Federal laws governing public employees collective bargaining.

F. No anonymous letters or materials shall be placed in the unit member's file.

G. The Committee reserves the right to set reasonable standards of behavior for teachers as they may affect the reputation of the school system or the efficiency of the teacher's performance.

ARTICLE 19
COMMUNICATION

A. Upon written request for public information regarding the Framingham Public Schools, any member of the professional staff shall receive a written answer.

B. The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

C. A copy of the official agenda of School Committee meetings will be given to the Association in advance of the meeting and a record of all actions taken except those in executive session will be given to the Association after that record has been approved and not later than thirty (30) days after the date of the approval.

D. The School Committee shall comply with any reasonable request by the Association for available information which is relevant to the processing of any Association grievance or the negotiation of any condition of employment.

E. Unit members will bring to the attention of the Director of Buildings and Grounds through their building principal any conditions of building maintenance and the matter will have the early attention of the Director.

ARTICLE 20
TEACHERS' SUPPLY REQUEST

Teachers will be given the opportunity to submit to their principals and/or their department heads, items for purchase. Such requests will be approved consistent with the educational needs and budgetary allotments. A report on the teacher's request will be given to the teacher within a reasonable period of time.

ARTICLE 21
NO STRIKE

The Association agrees that it will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage within the Framingham Public School System.

The Association and its members, individually and collectively, agree that if there is a violation of this clause, that is, an active participation or involvement in any such strike, walkout, slowdown, or stoppage, any or all teachers violating this clause will, at the discretion of the Committee, be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

ARTICLE 22
**POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER
FEDERAL PROGRAMS**

A. All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications at least thirty (30 days) prior to the beginning of the program, whenever possible.

B. All teachers will be given adequate opportunity to make application for these positions in summer school, evening school, and under Federal programs. The Committee shall give consideration to the professional background and other attainments of such applicants.

C. Positions in the Framingham summer school and evening school and positions under Federal programs will be filled first by regularly appointed teachers in the Framingham School System when qualifications are relatively equal.

ARTICLE 23
DEPARTMENT HEADS

A. The "Department Heads" shall have certain periods free of other assignments based on the number of teachers in their departments as follows:

1-8 teachers	three periods for departmental duties
9-15 teachers	four periods for departmental duties
16 or more teachers	five periods for departmental duties

B. Where practical and possible, heads of departments shall not be assigned to extracurricular duties.

C. Clerical assistance will be furnished consistent with budgetary consideration, to department heads with the approval of the high school principal and upon notification to the Superintendent or his designee. Each department head shall be provided with office space, whenever possible.

D. Effective September 1, 2001 the Association bargaining unit will not include any Department Head who does not teach any class, including but not limited to the following positions:

TEC's
Coordinator of Technology Education
Coordinator Alternative High School
Special Ed Department Heads (1 H.S., 2 M.S.)

E. Effective September 1, 2008, a Department Head may be required to work up to five (5) additional days at the request of the Superintendent. The specific days to be worked

shall be subject to the mutual agreement of the parties. The Department Head shall receive his/her per diem rate of pay for each day worked.

ARTICLE 24 **ATHLETIC COACHES**

A. Any coach who is hired for three (3) consecutive one-year terms is thereafter, if rehired, to be given a contract of three (3) years duration. However, if a new head coach is hired during the term of an assistant coach's contract, the Committee has the option to rescind that contract. This provision does not apply to contracts existing prior to September 1, 1975.

B. A coach shall be notified in writing if he/she is not recommended for reappointment or re-appointed to his/her position.

C. No assistant coach shall be hired or discharged unless there has been previous consultation with the head coach of the sport involved.

D. A study committee made up of two coaches, two administrators, the athletic director, and the President of the Framingham Teachers Association, or his/her designee, shall examine the report on the current manner of compensation and recommend changes.

E. Notwithstanding anything herein to the contrary, including Article 1, no coach or assistant coach shall be a member of the Association solely by virtue of such position. In order to be a member of the Association, and be entitled to the benefits of this Agreement, a coach or assistant coach also must be a member of another category identified in Article 1.

ARTICLE 25 **SPECIALISTS AND SPECIAL PROGRAMS**

A. The Committee and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. To this end, where practical and possible, the School Committee will strive not to reduce the number of specialists employed in the school system and where circumstances warrant, will strive to increase their number.

B. Where practical and possible, the Middle and High School Guidance Counselor's workload shall include the responsibility of not more than three hundred (300) students.

C. Where practical and possible, the workload of the Guidance Department Head in the secondary schools shall not exceed sixty percent of that of the other members of the Guidance Department.

D. Guidance counselors shall be available as in the past for service a maximum of five (5) days before the opening and five (5) days after the closing of the school year. For each day of service, each counselor and head counselor shall be compensated at his/her per diem rate.

E. Counselors in the high school shall be available for up to ten (10) days prior to the beginning of school and up to ten (10) days after the end of school. These days shall be at the discretion of the Superintendent or his/her designee. For each day of service, each counselor shall be compensated at his/her per diem rate.

F. At the discretion of the Superintendent, nurses may be required to work up to three (3) additional days immediately prior to the opening of the regular school year. Such work will be paid at the nurses daily rate and pro-rated for less than a full day.

ARTICLE 26 **FACULTY ADVISORY COMMITTEES**

There shall be a Faculty Advisory Committee established in each building of Unit A members where internal problems may be discussed. The recommendation of the Faculty Advisory Committee must be given serious consideration by the respective principal, who shall then transmit his answers to the Faculty Advisory Committee. The Association's Building Representative or his/her designee shall chair the Faculty Advisory Committee.

ARTICLE 27 **TEACHER FACILITIES**

Where practical and possible, each school will have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room, which will include a telephone, will be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
4. A serviceable desk and chair for each teacher.
5. A communication system so that teachers can communicate with the main building office from their classrooms.
6. A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room.
7. A separate, private dining area for the exclusive use of the professional staff.
8. An adequate portion of the parking lot reserved for teacher parking.

9. Adequate magazine racks and bookcases for the storage of professional material.
10. Copying machines will be available in each school and will be maintained in operating condition.
11. Access to each building is the responsibility of the building principal who shall consider the safety and security of students and staff in making his/her decision.
12. Where such facilities are not immediately practical and possible, every effort will be made to progress toward these objectives.

ARTICLE 28
USE OF SCHOOL FACILITIES

- A. 1. Upon making arrangements with the Director of Buildings and Grounds, the Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
 2. Upon making arrangements with the Director of Building and Grounds, the Association will have the right to use the gymnasium and other athletic facilities and equipment at the high school, without cost, one (1) evening each week. The principal of the buildings in question will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounges, for the purpose of displaying official Association notices, circulars, and other material of a non-controversial nature. Copies of all such material will be given to the building principal, but his/her advance approval will not be required. If the principal objects to a particular bulletin, he/she will take the matter up with the Association.
- C. Use of school facilities and equipment for Association use shall be freely granted within reasonable limits. The cost of any materials used will be borne by the Association.
- D. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.
- E. Upon proper notification, teachers shall be permitted to enter (outside of regular school hours) the building to which they are assigned with the approval of the building principal and at no cost to the Committee.

ARTICLE 29
TEMPORARY LEAVES OF ABSENCE

- A. Death in the immediate Family - Full-time employees shall be allowed a period of up to five (5) consecutive calendar days absence, exclusive of Sundays and legal holidays, at the discretion of the bereaved member, without loss of pay when there is a death in his/her

immediate family. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, aunt and uncle. Acknowledging the changing composition of the family unit, the immediate family shall also include stepparents, stepsiblings and families with two (2) mothers or two (2) fathers. In the case of Gay/Lesbian employees, the immediate family also includes their partner and partner's parents and children. In case of unusual circumstances not covered by the above, additional time off with pay may be granted by the Superintendent. One (1) day's absence without loss of pay shall be allowed to attend the funeral of a resident of the same household. If further time is required, it will be taken as either a personal or an unpaid day. The computation of bereavement days shall begin the day after the death of the family member.

Should the application of the phrase "consecutive calendar days" provide for less than five (5) working days paid absence, such affected employee may, in the case of unusual circumstances such as death or funeral out of state or delayed funeral, request additional time off with pay. The determination of the Superintendent concerning such additional days shall be final and shall not be subject to the grievance or arbitration provision of the agreement. The total time permitted under this Section A shall not exceed five (5) working days.

B. Three (3) personal days per calendar year without a stated reason shall be allowed to each teacher for a situation which arises and cannot be handled outside the regular school day. Unit members hired as of September 1, shall receive one (1) personal day for the period September 1 through December 31. The Framingham Teachers Association agrees to establish an Ethics Committee which shall investigate any abuses and make recommendations to the Director of Human Resources. Application for personal leave must be made at least twenty-four (24) hours before taking of such leave except in the case of an emergency. The benefits of this paragraph shall not be utilized so as to extend a holiday or a vacation period, except in the case of an emergency or other good cause as determined by the Director of Human Resources.

Unless a teacher has been absent from school for personal illness or absent under provisions of Article 16, he/she shall not be granted a personal day unless he/she was physically present in school on the previous day.

A maximum of two unused personal days per teacher per year will be converted into sick days on January 1 of each year. The first year of conversion will begin at the end of 1995. Effective January 1, 2004, all unused personal days will be converted into sick days.

ARTICLE 30 **SICK LEAVE**

- A. An indefinite number of days may be accumulated.
- B. Teachers newly hired to the district at the start of the school year will be awarded four (4) sick days for the months September through December (prorated if after the start of school). On January 1st and each succeeding January 1st of continuous employment, the teacher will be awarded twelve (12) sick days. Beginning on the sixth (6th) year of continuous employment, the sick day award on January 1st will be thirteen (13). On January 1st

of the eleventh (11th) year of continuous employment, the sick day award will be fourteen (14) days.

C. Sick leave deductions will be made from the accumulation if payment has been made to the individual during his/her absence; otherwise, no deduction will be made from the individual's accumulation.

D. The Committee has established a borrowing policy which involves the following conditions:

1. If an individual is out of service beyond his/her accumulation, at any period in his/her service, and wishes to petition the School Committee through the Superintendent for extra days, the School Committee reserves the right to grant such a petition up to fifteen (15) days, with the understanding that the individual shall repay by services the number of days that have been granted.

2. If an individual resigns from the Department and has on his/her record borrowing time, then a financial deduction will be taken before the final payment period.

E. The implementation of the indefinite accumulation for employees in service prior to January 1, 1966, started as of that date.

F. Adjustment to the sick leave plan shall be based solely on the years of service in the Framingham School System.

G. In the event that illness of an employee extends beyond the period of five (5) consecutive school days, the Superintendent of Schools may require a doctor's certificate as to the nature of the illness, the condition of the employee, and the ability of the employee to resume work.

H. Absences, not to exceed eight (8) days in any school year, may be charged against sick leave in cases of severe illness of a member of the immediate family or other relative of the teacher living in such teacher's immediate household requiring the teacher's presence.

I. Abuse of sick leave can lead to disciplinary action.

ARTICLE 31 **EXTENDED LEAVES OF ABSENCE**

A. The Committee agrees that up to two (2) teachers designated by the Association may, upon individual request to the School Committee, be granted a leave of absence for up to four (4) years without pay for the purpose of serving as an elected officer in a local, state, or The National Education Association. The exercise of this discretion will be reasonable. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. An employee may be granted only one such leave during his/her lifetime.

B. A leave of absence without pay of up to two (2) years will be granted to any teacher who serves as full time exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years.

D. A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent of Schools or his/her designee for the purpose of caring for a sick member of the teacher's immediate family. The exercise of such discretion will be reasonable. Additional leave may be granted at the sole discretion of the Superintendent of Schools or his/her designee.

E. The Superintendent of Schools or his/her designee may grant a leave of absence without pay or increment to any teacher to campaign for, or serve in a public office. The exercise of this discretion will be reasonable.

F. After five (5) years continuous employment in the Framingham School System a teacher may be granted a leave of absence without pay for up to one (1) year for health reasons.

G. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two(2) calendar years from the last day for which pay was received. Should the teacher be re-employed at a future date, all benefits related to seniority and service will be restored after a year of satisfactory service. It is understood by the parties that re-employment will be as a teacher without professional status.

H. Other leaves of absence without pay may be granted by the Superintendent of Schools or his/her designee.

I. Seniority will be maintained but will not accrue during any leave granted by the Superintendent of Schools or his/her designee for the purpose of permitting a teacher to explore or pursue an alternate career. Requests for leaves for this purpose must be made by the March 1, preceding the school year for which the request is made.

J. Seniority will be maintained and accrued during any leave granted in accordance with paragraphs A, B, C, D, E, F, G and H.

K. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon

his/her return, and he/she will be assigned to the same position, or one substantially equivalent to the one held at the time said leave commenced.

L. All requests for extensions or renewals of leaves must be applied for in writing on or before March 1 of the year in which the leave expires. Decisions on these requests will be confirmed in writing.

ARTICLE 32 **SABBATICAL LEAVES**

Sabbatical leave shall be granted only for those purposes which will definitely improve the instruction in, or the administration of, the Framingham Schools. Leaves granted for professional study or for travel combined with such study, or for any reason which, in the judgment of the Superintendent, will contribute to the individual's cultural or technical qualifications in the schools shall be considered consistent with the purpose stated above.

Sabbatical leave shall be granted at the discretion of the Superintendent of Schools.

Regularly appointed members of the teaching, supervisory, or administrative staff who have given seven (7) school years of uninterrupted and satisfactory service in the Framingham Schools before their sabbatical takes effect shall be eligible for sabbatical leave.

Not more than one percent (1%) of the teachers shall be on sabbatical leave at the same time. The extent of the candidate's service, his/her sabbatical plans, and equitable distribution among the different teaching and administrative groups, and the order in which the applications are received shall be considered in determining the granting of sabbatical leaves.

Sabbatical leave shall be granted for either one-half (1/2) or one (1) school year only.

A teacher absent on sabbatical leave shall receive fifty percent (50%) of his/her current salary unless this amount exceeds fifty percent (50%) of the maximum salary for his/her classification, or the amount exceeds fifty percent (50%) of the maximum salary paid to a teacher with a master's degree. In other words, no person on sabbatical leave shall be paid at a rate higher than fifty percent (50%) of the maximum master's salary.

Any person granted a leave of absence with partial pay shall, prior to the granting of such leave, enter into a written agreement with the School Committee that, upon termination of such leave he/she will return to service in Framingham for a period twice the length of such leave and that, in default of completing such service, he/she will refund to Framingham an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Such repayment must be made within ten (10) months of the date of resignation. If repayment is not made within this time, reimbursement of collection expenses up to Three Hundred Dollars (\$300.00) actually incurred by the School Committee may also be required by the School Committee.

Application for sabbatical leave shall be made on a form furnished by the Human Resources Office. Among other data, a statement of the program which the applicant plans to carry out while on leave shall be submitted. This program must be consistent with the purpose stated above. All applications for a Sabbatical Leave shall be filed in the Human Resources Office not later than December 1 of the previous school year. An applicant may withdraw an application without prejudice. In extenuating circumstances, the School Committee retains the discretion to consider an application filed later than December 1.

ARTICLE 33
MATERNITY LEAVE OF ABSENCE

A. General. Any employee who becomes pregnant may continue to work as long as medical evidence permits. An employee shall be granted an absence from employment for the purpose of maternity.

Employees shall have the following options:

1. An eight (8) consecutive weeks leave of absence which shall include the date of delivery or termination of pregnancy or
2. The employee shall return to work on the first day of the school year following the termination of the pregnancy, except if the pregnancy is terminated during June, July or August, the employee can elect to return on the first day of the school year following the child's first birthday. The employee shall notify the Personnel Office in writing which option she is electing at least three weeks prior to the anticipated departure. The leave will be granted to commence as of the date requested. A physician's statement giving the approximate date of delivery is to accompany each request for maternity leave of absence.
3. A second consecutive school year's leave of absence for the same pregnancy shall be granted, provided the teacher makes such request by the March 1st preceding the school year for which the leave is requested.
4. Seniority will be maintained but not accrued during any total period of continuous maternity or pregnancy leave in excess of twelve calendar months if due to the same pregnancy.

B. Sick Leave. An employee on maternity leave, upon written request, shall be entitled to utilize accrued sick leave subject to the following conditions:

1. Accrued sick leave may only be utilized for that portion of the maternity leave in which the employee was physically disabled from working.

2. The employee must furnish a physician's certificate that she was physically disabled during the period in which she seeks to utilize accrued sick leave. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had she been working.

C. Rights. The School Committee shall not be required to restore an employee on maternity leave to her previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

D. Insurance. Teachers shall have the option to continue such insurance benefits as they might indicate, individually assuming the costs of such programs during the period of leave subject to the terms of the insurance contract between the School Department and the insurance carrier, provided such premiums are paid in advance to the Business Office. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.

E. Medical. The Director of Human Resources may require the teacher to produce a medical certificate that she is physically able to resume her work before returning to work.

ARTICLE 34 **ADOPTION**

Any employee who adopts a child shall be granted an unpaid leave of absence from employment for up to eight (8) work weeks following the adoption, upon request.

Effective September 1, 2013, any employee who adopts a child may use up to ten (10) days of his/her sick leave for that purpose. In the case of an international adoption, any employee may use an additional five (5) days for a total of fifteen (15) days for that purpose.

Any employee who adopts a child shall have the same options and benefits as specified for Maternity Leave of Absence under Article 33, paragraph A, C, and D. In case of adoption, the date of receiving physical custody of the child shall be substituted for termination of pregnancy.

The provisions of this Article shall be limited to one (1) parent.

ARTICLE 35 **IN-SERVICE PROGRAM**

1. All possible use will be made of the talents and services of the professional staff in the school in-service program.

2. A committee consisting of the Association's Instructional and Professional Development Committee and the Director of Educational Operations, Director of Curriculum/Staff Development and Director of Pupil Personnel Services will be formed to advise the Superintendent of

Schools on the planning of the in-service program, and this committee will encourage participation by the professional staff in the in-service program.

3. At the elementary level, sufficient time shall be allowed for consecutive parent-teacher conferences to be held on consecutive weeks when reporting is scheduled.

ARTICLE 36
SUMMER SCHOOL

A. The operation of a comprehensive Summer School in Framingham shall be continued so long as a need for such a program continues to exist in the opinion of the School Committee.

B. Salaries of Summer School personnel are listed in the Appendix to this contract.

C. The Association will appoint a committee on Summer Schools which will study the present structure and future needs of such a program and will make recommendations relative to Summer School structure and operation to the Director of the Summer School and the School Committee for their consideration.

ARTICLE 37
CURRICULUM REVISION

There may be a voluntary curriculum revision program each summer under the direction of the Superintendent. The purpose of the program is to study needed curriculum revision.

ARTICLE 38
**INSTRUCTIONAL & PROFESSIONAL
DEVELOPMENT COMMITTEE**

A. The Teachers Association will appoint an Instructional & Professional Development Committee which will consider the future development of curriculum, teaching methods, aids, teaching materials, and educational facilities intended to encourage improvement of the educational program in the Framingham Schools. This Committee will cooperate with the administrators in the implementation of the educational revisions and shall make recommendations to the School Committee at reasonable times by mutual agreement. This Committee will be consulted prior to any major change in the area described above.

B. The Association shall make and School Committee agrees to consider at any time any suggestions intended to improve any aspects of education in the schools.

C. During the 2010-2011 school year, the work year will include one hundred and eighty (180) student contact days and two professional development days. Commencing with the 2011-2012 school year, teachers will be available for one (1) additional work day. This additional day will consist of classroom preparation (50%) and building based and/or district meetings (50%). This additional day will be scheduled on the day immediately before school commences for students. The salary schedule will be modified by increasing steps 3 through 12 by one (1) day's pay.

D. Effective September 1, 2013, a professional development day shall be added to the annual school calendar for a total of one hundred and eighty four (184) work days for teachers.

E. Effective September 1, 2014, a professional development day shall be added to the annual school calendar for a total of one hundred and eighty-five (185) work days for teachers.

ARTICLE 39
ADMINISTRATION-SCHOOL COMMITTEE
ASSOCIATION CONFERENCES

A. Each building principal shall meet at least once a month during the school year with two representatives of the Framingham Teachers Association at their request to discuss school operation and questions other than grievances relative to the implementation of the agreement.

B. The Superintendent shall meet monthly at a mutually agreeable time with two representatives of the Association to discuss matters relative to the implementation of this agreement. One week prior to such meetings, an agenda of discussion items will be submitted by each party.

C. The School Committee agrees to meet with representatives of the Teachers Association no fewer than six (6) times per year, such meetings to be requested by either party at least fourteen (14) days in advance.

ARTICLE 40
MASSACHUSETTS TEACHERS ASSOCIATION ANNUAL MEETING

By April 1, the Framingham Teachers Association will notify the Superintendent of Schools of the names of up to ten (10) delegates allowed to attend the May Annual Meeting.

ARTICLE 41
PROFESSIONAL DAY

One in-service day each year will be designated by the School Committee as a professional day in cooperation with the Framingham Teachers Association and meetings, exhibits and activities of a professional nature will be held during the normal in-service hours.

ARTICLE 42
DUES DEDUCTION

The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Framingham all payroll deductions for payment of dues to the Association duly authorized by employees covered by this contract. The Association agrees to indemnify, defend and hold harmless the School Committee from and against any claims made against the Committee pursuant to this Article.

Within thirty (30) days from the time the School Department has the technical capability for this paragraph, the School Committee will vote to accept the provisions of G.L. c.180, section 171. Employees may authorize the school committee to deduct from their salary a contribution to Voice of Teachers for Education for an amount which the employees shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty days.

ARTICLE 43
SCHOOL COMMITTEE RIGHTS

Both parties recognize that under the laws of the Commonwealth of Massachusetts the School Committee has the exclusive right, responsibility, and final authority for establishing the policies for the control, direction, and management of the School Department. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives, and authority not expressly abridged or modified by this Agreement to the School Committee. Further, both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.

It is agreed that management officials of the School Committee shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the School Department, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, to conduct school system operations in a safe and most efficient manner, and to take whatever actions may be necessary to carry out the mission of the School Department, subject to the provisions of this Agreement.

The just cause provision referred to in the previous paragraph shall not apply to non-renewal of non-professional teacher status nor to the dismissal of new teachers during the first ninety (90) days.

ARTICLE 44
WAIVER PROVISIONS

A. The Association and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals and agrees that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of the Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found 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 will continue in full force and effect.

ARTICLE 45
DURATION

This agreement shall remain in full force and effect from September 1, 2012, through August 31, 2015.

ARTICLE 46
PRESIDENT OF FRAMINGHAM TEACHERS ASSOCIATION

The President of the Framingham Teachers Association shall be relieved of non-teaching duties to conduct Association business.

ARTICLE 47
TEACHER INFORMATION

The School Committee agrees to furnish the following information to teachers upon the receipt of a written request:

- 1) The number of days of unused sick leave
- 2) Placement on salary schedule
- 3) Any other compensation
- 4) All accepted academic salary credits

ARTICLE 48
AGENCY SERVICE FEE

The Framingham School Committee agrees to deduct yearly as a condition of employment an agency service fee in accordance with the provisions of Massachusetts General Laws, Chapter 180, Section 171 and chapter 150E Section 12. These fees will be deducted from members of the bargaining unit who are not members of the Framingham Teachers Association, contingent on satisfactory proof that sixty five per cent (65%) of those eligible for membership have joined.

The Association agrees to indemnify, defend and hold harmless the School Committee from and against any claims made against the Committee pursuant to this Article.

ARTICLE 49
JURY DUTY PAY

A teacher required to be absent from work because of Jury Duty shall be paid the difference, if any, between his/her regular wages over and above the amount he/she receives because of such Jury Duty. The difference shall also include any loss of wages relating to extra curricular or coaching positions or who is required to attend court or other legal proceedings pursuant to a summons, in connection with matters arising out of his/her professional responsibilities.

ARTICLE 50
ORDERLY RETIREMENT INCENTIVE PLAN

1. Subject to the following conditions, an amount of money equal to one hundred dollars (\$100.00) times the number of full years of his/her continuous service will be paid to a teacher who retires after the last day of school in that school year or no later than the day before the first day of school in the next school year, provided:

A. The teacher notifies the Superintendent in writing no later than the second Friday in February immediately preceding retirement date.

B. The teacher works through to the last day of that school year.

C. Less than a full year's service will be prorated on a ten (10) month year basis, with a full month credit for fifteen (15) or more days service and no credit for less than fifteen (15) service.

D. The amount determined by 1 above, will be reduced by an amount equal to one hundred dollars (\$100.00) times the number of sick days paid for in excess of seventeen (17) days between January 1 and the last day of school.

E. Should an eligible and enrolled teacher die in the period from his or her notification date to the last day of school, the money owed under this Article will be paid to his or her estate.

F. If a person was employed by the Framingham School System and left, but subsequently returns and works a minimum of ten consecutive years additionally, the calculation of years of service for the purpose of this Article will be for the total number of full years of employment with the Framingham School System.

ARTICLE 51
EMPLOYER CONTRIBUTIONS TO BENEFIT PLANS

A. Pursuant to the provisions of chapter 697 of the Acts of 1987 (the Public Employee Pension Reform Act), the Framingham School Committee agrees to make the necessary changes in its payroll procedures to allow employee contributions to health insurance, to be paid with pretax earnings.

B. The School Committee agrees to participate in a joint study committee with the Association to determine the possibility of participation, administration, and implementation of a Dependent Care Account Plan (D-CAP) and/or a Medical Care Account Plan (MED-CAP).

C. Should the Coalition of Town Unions no longer be in existence, the association reserves its rights to bargain regarding health care.

D. School nurses will be included as insured “health care professionals” within the General Liability insurance contract issued to the Town of Framingham, with Occurrence Limit coverage of \$1,000,000.00.

ARTICLE 52
SICK LEAVE BUY BACK PROGRAM

Teachers who have served in the Framingham Public System for fifteen (15) years or more will be entitled to a buy back of unused sick leave time upon retirement according to the following stipulations:

- a. The notification of intent to retire be received by the Director of Human Resources no later than the second Friday in the February preceding the retirement.
- b. The teacher must retire between the end of the school year and the beginning of the next school year.
- c. The teacher must have a minimum of one hundred (100) sick days accumulated at the point of retirement.
- d. For every sick day beyond one hundred (100), the teacher will be paid the amount of Sixty dollars (\$60.00) for each unused sick day. For teachers working less than full time at the point of retirement, the daily rate will be pro-rated. The financial benefit under this Article shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for each teacher who retires. This amount shall increase to Nine Thousand Dollars (\$9,000.00) as of September 1, 2009.
- e. Payments for sick leave buy back and/or orderly retirement benefits shall be made in three (3) equal annual payments with the first payment made one (1) year after retirement, and the second and third payments made on the second and third anniversary dates of retirement.
- f. Retiring teachers who are eligible for this provision as well as the Orderly Retirement Incentive Provision (see Article 50) will be able to access both provisions but the combined financial benefit shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for each teacher who retires. This amount shall increase to Nine Thousand Dollars (\$9,000.00) as of September 1, 2009.

ARTICLE 53
TUITION REIMBURSEMENT

The Committee shall allocate Eighty Thousand Dollars (\$80,000) for the purpose of reimbursing teachers for tuition costs related to graduate level credit courses taken at a degree granting accredited institution.

No teacher may receive more than Two Thousand Dollars (\$2000.00) per year under this Article. Teachers may receive tuition reimbursement of up to One Thousand Dollars (\$1000.00) for tuition costs related to graduate level courses.

An eligible teacher may receive a second grant (of up to \$1000.00) of tuition reimbursement for additional coursework in the same year if there are additional funds that remain in the annual tuition reimbursement allotment for that school year. Eligibility for the second grant is defined for this paragraph as current enrollment in a degree granting program at an accredited college or university. Should other financial assistance be received, the reimbursement will be reduced so that the sum of financial assistance and reimbursement does not exceed the full amount of the course cost.

To be considered for reimbursement, courses must have been approved in advance by the Superintendent or his designee, and must be related to the teacher's area of assignment.

The procedure for awarding course reimbursement will be mutually agreed upon between the Association and the Committee.

ARTICLE 54 **CLASSROOM SUPPLIES**

Commencing with the 04-05 school year, the School Committee will make available up to Fifty Thousand Dollars (\$50,000.00) per year to reimburse teachers for appropriately documented out-of-pocket expenditures for classroom supplies or materials. Maximum reimbursement of One Hundred Dollars (\$100.00) per teacher per year. All requests for reimbursement must be submitted by May 1 in that school year and reimbursements will be made the following September. A lottery will be implemented if the requests exceed the available funds.

ARTICLE 55 **NURSE DELEGATION**

School nurses agree to delegate responsibility for epi pen administration. Such delegation shall include, but not be limited, to training and monitoring of said personnel and shall conform to all applicable regulations of the Commonwealth of Massachusetts and the Board of Registration in Nursing.

ARTICLE 56 **WORKSHOP REIMBURSEMENT FOR NON DESE LICENCE POSITIONS**

Beginning in the 2013-2014 school year, the School Committee will set aside a maximum of ten thousands (\$10,000.00) for workshop for reimbursement for relicensure of bargaining unit members who only hold a Board of Allied Health or other non DESE license. The maximum reimbursement to an eligible employee, is an amount of five hundred (\$500.00) per year for the cost of attending an approved workshop.

APPENDIX A

SALARY SCHEDULE

The salary schedules for the duration of the agreement have been attached hereto.

A. Teachers shall be eligible for step increments on September 1.

B. Effective with the 1984-85 school year, teachers will be paid on the basis of either twenty-one (21) or twenty-six (26) equal bi-weekly payments as the individual teacher may elect. Those who elect the twenty-six (26) payment option will no longer be eligible for lump sum payment of the twenty-second (22nd) through twenty-sixth (26th) bi-weekly payment. A teacher may change his/her salary payment basis once each year provided he/she notifies the Business Operations Department by the August 1st immediately preceding the school year for which the change is desired.

C. In those years in which fifty-three (53) Fridays occur between September 1 and the August 31 immediately following, the parties may agree that on the second Friday following the 26th payment, no payments will be made because the entire annual compensation will have been paid. The twenty-six (26) payment previously made; or the parties may agree that total compensation be paid in twenty-seven equal payments.

D. The Committee reserves the right to withhold increments and adjustments for those teachers who do not receive favorable recommendation for increases from their Director, Supervisor or Principal.

E. Upon proof of re-certifications, teachers will be reimbursed One Hundred Fifty Dollars (\$150.00) for the cost of re-certification. Effective September 1, 2008, teachers required to hold multiple licenses in order to be qualified for their position, will be reimbursed up to Three Hundred (\$300.00) dollars for the cost of re-certifications.

F. If a nurse, because of the absence of the Director of School Health Services, at the discretion of the Superintendent, assumes the duties of the Director for a period exceeding five (5) work days in any school year, she shall be paid the difference between her salary and that of the Director retroactive to the first day of assuming said duties.

G. The parties agree that the Side Letter of Agreement regarding salary credits will sunset at the end of the 2013-2013 school year.

H. The parties agree to establish a joint committee to review stipends and make recommendations. All parties will abide by their ratification process for any acceptance of the recommendations from the joint committee.

SPECIFIED REQUIREMENTS

1. The parties agree to eliminate the Masters Equivalency Lane for all new hires (commencing with the 2013-2014 school year). Bargaining unit members who are on

the payroll as of the execution of this Agreement shall be grandfathered and have access to the Masters Equivalency Lane for nine (9) years (until the end of the 2022 school year). In addition, anyone who has advanced on the salary schedule due to a Master's equivalency shall maintain said advancement.

The parties agree to eliminate the Masters + 45 Lane for all new hires (commencing with the 2013-2014 school year). Bargaining unit members who are on the payroll as of the execution of this Agreement shall be grandfathered and have access to the Masters + 45 until February 1, 2018. No employee shall advance to the Masters + 45 Lane after February 1, 2018.

2. In order to progress from Level I to Level II in the Bachelor or Master/Master Equivalent schedule, the teacher must receive a favorable recommendation from his/her superior.

3. In order to move from Level II to Level III in the Bachelor or Master/Master Equivalent schedule, a teacher must present evidence of the successful of six semester credits for courses previously approved by the Superintendent of Schools. Three credits must be in the teacher's subject matter field; three credits may be in the field of general education. These courses must have been taken as the teacher progressed through Level II of the salary schedule. The only exception to the subject matter course requirements shall be for those people who have been accepted in an advanced degree program.

4. In order to move from Level III to Level IV on the Bachelor or Master/Master Equivalent schedule, a teacher must present evidence of the successful completion of six semester credits for courses previously approved by the Superintendent of Schools. Three credits must be in the teacher's subject matter area, three credits may be in the field of general education. These courses must have been taken as the teacher progressed through the steps of Level III of the salary schedule. The only exception to the subject matter course requirements shall be for those people who have been accepted in an advanced degree program.

5. In order to move from the Bachelor schedule to the Master/Master Equivalent schedule, a teacher must present either evidence of a Master Degree or evidence indicating satisfactory completion of thirty-nine (39) semester hours of credit beyond the bachelor degree, at least eighteen (18) of which must have been taken after September, 1970. These eighteen (18) hours must be approved in advance by the Superintendent of Schools.

6. Teachers on the Master/Master Equivalent schedule may progress from that schedule to the Master + 15 schedule upon completion of fifteen (15) semester hours from an institution accredited by the United States Department of Education or Massachusetts Department of Elementary and Secondary Education after having received a Master's Degree, or having attained the Master/Master Equivalent Level, which courses must have been approved in advance by the Superintendent of Schools

and include at least nine (9) semester hours in the subject matter area of the teacher concerned.

7. Teachers on the Master + 15 schedule may progress to the Master + 30 schedule upon completion of fifteen (15) semester hours after attaining the Master + 15 level such courses from an institution accredited by the United States Department of Education or Massachusetts Department of Elementary and Secondary Education to have been approved in advance by the Superintendent of Schools and include at least nine (9) hours in the subject matter area of the teacher concerned.

8. Teachers on the Master + 30 schedule may progress to the Master + 45 schedule upon submission of evidence that fifteen (15) semester hours of credit from an institution accredited by the United States Department of Education or Massachusetts Department of Elementary and Secondary Education have been satisfactorily completed after having reached the Master + 30 level, nine (9) hours of which must have been taken after January 1, 1970, these credits to be submitted to the Superintendent of Schools for his approval. The decision of the Superintendent of Schools shall be final. Credits taken after September 1, 1970, for the purpose of this section shall comply with all of the above stated requirements and must be approved in advance by the Superintendent of Schools.

9. Teachers on the Masters + 45 schedule may progress to the Masters + 60 schedule upon submission of evidence that fifteen (15) semester hours of credit from an institution accredited by the United States Department of Education or Massachusetts Department of Elementary and Secondary Education have been satisfactorily completed after having reached the Master + 45 level, nine (9) hours of which must have been taken in the subject matter of the teacher concerned after September 1, 1994. These credits are to be submitted to the Superintendent of Schools for his approval. The decision of the Superintendent of Schools shall be final. Up to six (6) credits taken in the fall/winter term of 1994, for the purpose of this section will be eligible for acceptance.

10. Notwithstanding anything in this Article to the contrary, effective September 1, 2005, movement from one salary lane or schedule to another (e.g. Masters to Masters + 15) shall occur only if the teacher has given preliminary written notice, to the Superintendent of Schools, of the intended change, by the previous January 30. If such notice is given, the lane change shall take place after satisfactory completion of all course work, but not earlier than the following September 1.

Effective September 1, 2013, lane advancement will be retroactive to the first day of school if a teacher submits all of the completed documentation on or before October 1. Lane advancement will be retroactive to the ninety-third (93rd) day of school if a teacher submits all of the completed documentation after October 1 but on or before February 1 of the year in which advancement is sought.

11. Effective September 1, 2012, increase the Teacher Salary Schedule by one percent(1%).

Effective September 1, 2013, increase the Teacher Salary by one and one half percent (1.5%)

Effective September 1, 2013, add new Steps 1 and 2 to the salary schedule. Step 2 shall be calculated at three percent (3%) below Step 3 and Step 1 shall be calculated at three percent (3%) below Step 2.

Effective September 1, 2013, individual cells on the salary schedule that are greater than five and one half percent (5.5%) from the preceding cell at the next lower step shall be reduced to five and one half percent (5.5%) and the cells in the column shall be adjusted appropriately.

Effective September 1, 2014, increase the Teacher Salary Schedule by one and a half percent (1.5%). Increase Masters + 30 Step 12 by an additional half percent (0.5%) and increase Masters + 60 Step 12 by an additional one percent (1%).

Effective on the 93rd day of the 2014-2015 school year, increase the Teacher Salary Schedule by one half percent (.5%).

12. Effective September 1, 2008, nurses will no longer receive a clothing allowance.

13. **SUPERMAX STEP**

There shall be a supermax step for teachers who have taught in public elementary and secondary public education for twenty three (23) years. Service as a substitute or student teacher will be excluded. Effective September 1, 2010, supermax eligibility will be available to teachers who have completed twenty-two (22) years in public education. If a teacher works under contract for less than a full year, but more than ninety (90) school days during that year, the year shall be counted toward the total years. A teacher working under contract for less than a full day or less than a full week shall receive this supermax benefit at a prorated basis. The supermax step shall be Fifteen hundred dollars (\$1500.00) above the step immediately below it. In each year, the supermax benefit is added after calculating the percentage wage increase. In order to qualify for supermax, a teacher must have attained Professional Teacher Status in the Framingham Public Schools.

Subject to the restrictions set out above, effective September 1, 2009, any teacher with at least twenty-five (25) years of service in Framingham Public Schools, shall be eligible for a supermax set benefit equal to seventeen hundred (\$1700.00) dollars above the step immediately below it. Subject to the restrictions set out above, effective September 1, 2009, any teacher with at least thirty (30) years of service in Framingham Public Schools, shall be eligible for a supermax step benefit equal to twenty-one hundred (\$2,100.00) dollars above the step immediately below it.

Subject to the restrictions set out above, effective September 1, 2010, any teacher with at least twenty-five (25) years of service in Framingham Public Schools,

shall be eligible for a supermax step benefit equal to eighteen hundred (\$1,800.00) dollars above

the step immediately below it. Subject to the restrictions set out above, effective September 1, 2010, any teacher with at least thirty (30) years of service in Framingham Public Schools, shall be eligible for a supermax step benefit equal to twenty-two hundred (\$2,200.00) dollars above the step immediately below it.

A teacher shall be entitled to only one supermax step payment in any one year.

Employees who have or will have the eligible years in public education during the life of this contract, will have the option to either take the above-described supermax step or the current Orderly Retirement Incentive Plan. The option must be exercised by the end of the employee's 30th year or 28th year in the 1998-99 school year or 26th year in the 1999-00 school year.

For teachers who have less than the required years service, the current Orderly Retirement Incentive Plan shall remain unchanged. For teachers who qualify for the supermax benefit, the Orderly Retirement Incentive Plan benefit shall decrease in School Year 1989-90 to seventy-five dollars (\$75.00). In School Year 1990-91, the Orderly Retirement Incentive Plan benefit for teachers entitled to the supermax step shall be reduced to Fifty dollars (\$50.00). In School Year 1991-1992, the Orderly Retirement Incentive Plan benefit for teachers entitled to the supermax step shall be reduced to twenty-five dollars (\$25.00).

Prior to September 1 2012

Step	Bachelors	Masters	Masters +15	Masters + 30	Masters+ 45	Masters+ 60	Doctorate	
3	\$44,399	\$47,662	\$49,293	\$50,924	\$52,558	\$54,186	\$55,818	
4	\$46,595	\$50,023	\$51,735	\$53,448	\$55,161	\$56,875	\$58,587	I
5	\$48,899	\$52,499	\$54,161	\$56,096	\$57,896	\$59,694	\$61,494	
6	\$51,321	\$55,154	\$56,991	\$58,876	\$60,764	\$62,656	\$64,544	
7	\$53,865	\$57,830	\$59,815	\$61,798	\$63,781	\$65,764	\$67,744	II
8	\$56,536	\$60,701	\$62,782	\$64,864	\$66,949	\$69,028	\$71,111	
9	\$59,338	\$64,314	\$65,897	\$68,084	\$70,271	\$72,458	\$74,642	
10	\$62,282	\$67,824	\$69,169	\$71,462	\$73,760	\$76,057	\$78,352	III
11	\$65,372	\$72,202	\$73,535	\$75,013	\$77,425	\$79,835	\$82,241	
12	\$68,540	\$74,689	\$76,028	\$77,375	\$79,785	\$81,435	\$83,276	IV
SM	\$70,040	\$76,189	\$77,528	\$78,875	\$81,285	\$82,935	\$84,776	

September 1 2012 (1% increase)

Step	Bachelors	Masters	Masters+15	Masters+ 30	Masters+ 45	Masters+ 60	Doctorate	
3	\$44,843	\$48,139	\$49,786	\$51,433	\$53,084	\$54,728	\$56,376	
4	\$47,061	\$50,523	\$52,252	\$53,982	\$55,713	\$57,444	\$59,173	I
5	\$49,388	\$53,024	\$54,703	\$56,657	\$58,475	\$60,291	\$62,109	
6	\$51,834	\$55,706	\$57,561	\$59,465	\$61,372	\$63,283	\$65,189	
7	\$54,404	\$58,408	\$60,413	\$62,416	\$64,419	\$66,422	\$68,421	II
8	\$57,101	\$61,308	\$63,410	\$65,513	\$67,618	\$69,718	\$71,822	
9	\$59,931	\$64,957	\$66,556	\$68,765	\$70,974	\$73,183	\$75,388	
10	\$62,905	\$68,502	\$69,861	\$72,177	\$74,498	\$76,818	\$79,136	III
11	\$66,026	\$72,924	\$74,270	\$75,763	\$78,199	\$80,633	\$83,063	
12	\$69,225	\$75,436	\$76,788	\$78,149	\$80,583	\$82,249	\$84,109	IV
SM	\$70,725	\$76,936	\$78,288	\$79,649	\$82,083	\$83,749	\$85,609	

September 1 2013 (1.5% increase)							
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters+45	Masters+ 60	Doctorate
1	\$ 43,137	\$46,308	\$ 47,892	\$ 49,477	\$ 51,064	\$ 52,646	\$ 54,232
2	\$ 44,431	\$47,697	\$ 49,329	\$ 50,961	\$ 52,596	\$ 54,225	\$ 55,859
3	\$ 45,764	\$49,128	\$ 50,809	\$ 52,490	\$ 54,174	\$ 55,852	\$ 57,535
4	\$ 48,028	\$51,561	\$ 53,326	\$ 55,091	\$ 56,858	\$ 58,624	\$ 60,389 I
5	\$ 50,403	\$54,113	\$ 55,827	\$ 57,821	\$ 59,676	\$ 61,530	\$ 63,385
6	\$ 52,899	\$56,851	\$ 58,744	\$ 60,687	\$ 62,633	\$ 64,583	\$ 66,528
7	\$ 55,522	\$59,608	\$ 61,654	\$ 63,698	\$ 65,743	\$ 67,787	\$ 69,827 II
8	\$ 58,274	\$62,568	\$ 64,713	\$ 66,859	\$ 69,007	\$ 71,150	\$ 73,298
9	\$ 61,162	\$66,009	\$ 67,923	\$ 70,178	\$ 72,432	\$ 74,687	\$ 76,937
10	\$ 64,197	\$69,639	\$ 71,296	\$ 73,660	\$ 76,029	\$ 78,396	\$ 80,762 III
11	\$ 67,383	\$73,469	\$ 75,217	\$ 77,320	\$ 79,806	\$ 82,290	\$ 84,770
12	\$ 70,647	\$76,988	\$ 78,369	\$ 79,755	\$ 82,239	\$ 83,939	\$ 85,837 IV
SM	\$ 72,147	\$78,488	\$ 79,869	\$ 81,255	\$ 83,739	\$ 85,439	\$ 87,337

September 1 2014 (1.5% increase)							
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters+ 45	Masters+ 60	Doctorate
1	\$ 44,022	\$47,258	\$ 48,875	\$ 50,492	\$ 52,112	\$ 53,726	\$55,345
2	\$ 45,343	\$48,676	\$ 50,341	\$ 52,007	\$ 53,675	\$ 55,337	\$57,005
3	\$ 46,703	\$50,136	\$ 51,851	\$ 53,567	\$ 55,285	\$ 56,998	\$58,715
4	\$ 49,013	\$52,619	\$ 54,420	\$ 56,221	\$ 58,025	\$ 59,827	\$61,628 I
5	\$ 51,437	\$55,223	\$ 56,972	\$ 59,007	\$ 60,900	\$ 62,792	\$64,685
6	\$ 53,984	\$58,017	\$ 59,949	\$ 61,932	\$ 63,918	\$ 65,908	\$67,893
7	\$ 56,661	\$60,831	\$ 62,919	\$ 65,005	\$ 67,092	\$ 69,178	\$71,260 II
8	\$ 59,470	\$63,852	\$ 66,041	\$ 68,231	\$ 70,423	\$ 72,610	\$74,802
9	\$ 62,417	\$67,363	\$ 69,317	\$ 71,618	\$ 73,918	\$ 76,219	\$78,515
10	\$ 65,514	\$71,068	\$ 72,759	\$ 75,171	\$ 77,589	\$ 80,004	\$82,419 III
11	\$ 68,765	\$74,976	\$ 76,760	\$ 78,906	\$ 81,443	\$ 83,978	\$86,509
12	\$ 72,096	\$78,568	\$ 79,977	\$ 81,792	\$ 83,926	\$ 86,505	\$87,598 IV
SM	\$ 73,596	\$80,068	\$ 81,477	\$ 83,292	\$ 85,426	\$ 88,005	\$89,098

Salary mid year of 2014-2015 school year (.5% increase)

Step	Bachelors	Masters	Masters +15	Masters + 30	Masters+45	Masters+60	Doctorate	
1	\$ 44,242	\$ 47,752	\$ 49,386	\$ 51,020	\$52,657	\$54,288	\$55,924	
2	\$ 45,817	\$ 49,185	\$ 50,868	\$ 52,551	\$54,237	\$55,916	\$57,601	
3	\$ 47,192	\$ 50,661	\$ 52,393	\$ 54,127	\$55,863	\$57,594	\$59,329	
4	\$ 49,526	\$ 53,169	\$ 54,989	\$ 56,809	\$58,632	\$60,453	\$62,273	I
5	\$ 51,975	\$ 55,801	\$ 57,568	\$ 59,624	\$61,537	\$63,449	\$65,362	
6	\$ 54,549	\$ 58,624	\$ 60,576	\$ 62,580	\$64,587	\$66,598	\$68,603	
7	\$ 57,254	\$ 61,467	\$ 63,577	\$ 65,685	\$67,794	\$69,902	\$72,006	II
8	\$ 60,092	\$ 64,520	\$ 66,732	\$ 68,945	\$71,160	\$73,370	\$75,585	
9	\$ 63,070	\$ 68,068	\$ 70,042	\$ 72,367	\$74,691	\$77,016	\$79,336	
10	\$ 66,199	\$ 71,812	\$ 73,520	\$ 75,957	\$78,401	\$80,841	\$83,281	III
11	\$ 69,484	\$ 75,760	\$ 77,563	\$ 79,732	\$82,295	\$84,857	\$87,414	
12	\$ 72,850	\$ 79,390	\$ 80,814	\$ 82,648	\$84,804	\$87,410	\$88,514	IV
SM	\$ 74,350	\$ 80,890	\$ 82,314	\$ 84,148	\$86,304	\$88,910	\$90,014	

FRAMINGHAM PUBLIC SCHOOLS
UNIT A - EXTRA CURRICULAR POSITIONS AND COACHES

SY11/12

A. Additional Compensation

DEPARTMENT HEADS	\$5,435
ELEMENTARY ART & MUSIC HEAD TEACHER	\$4,224
SPEECH AND LANGUAGE CHAIR	\$1,178

B. Student Activity Advisors

High School

3 ACT PLAY-PRODUCER/DIRECTOR	\$3,321
BAND	\$3,321
MUSICAL-MUSIC DIRECTOR	\$3,321
MUSICAL-PRODUCER/DIRECTOR	\$3,321
NEWSPAPER	\$3,321
SENIOR CLASS	\$3,321
STUDENT ACTIVITIES TREASURER	\$3,321
STUDENT COUNCIL	\$3,321
YEARBOOK	\$3,321
3 ACT PLAY-TECHNICAL DIRECTOR	\$2,491
COMPETITIVE PLAYS	\$2,491
DRAMA FESTIVAL	\$2,491
MUSICAL-CHOREOGRAPHER	\$2,491
MUSICAL-COSTUMER	\$2,491
MUSICAL-PRODUCTION MANAGER	\$2,491
VARIETY SHOW	\$2,491
YEARBOOK/NEWSPAPER BUSINESS MANAGER	\$2,491
JUNIOR CLASS	\$2,360
LITERARY MAGAZINE	\$2,360
NATIONAL HONOR SOCIETY	\$2,360
SPRING ARTS FESTIVAL	\$2,360
ACADEMIC DECATHLON	\$1,871
BRASS ENSEMBLE	\$1,454
DEBATING	\$1,454
DRAMA/PERFORMING ARTS CLUB	\$1,454
JAZZ BAND	\$1,454
KEY CLUB	\$1,454
MADRIGAL/A CAPELLA	\$1,454
MUSIC CLUB	\$1,455
WEB MASTER	\$1,179
5 CLUBS SELECTED BY PRINCIPAL @	\$ 825
FRESHMAN CLASS	\$ 825
SOPHOMORE CLASS	\$ 825
AFFINITY CLUB	\$ 825
THREE ACT PLAY COSTUMER	\$2,127
THREE ACT PLAY PRODUCTION MANAGER	\$2,127
DRAMA FESTIVAL COSTUMER	\$2,127
DRAMA FESTIVAL TECHNICAL DIRECTOR	\$2,127
CHILDREN'S THEATER DIRECTOR	\$1,063
CHILDREN'S THEATER TECHNICAL DIRECTOR	\$1,063

MUSICAL TECHNICAL DIRECTOR	\$3,321
LIMITED ENGLISH PROFICIENCY COORDINATOR	\$ 319
PARENT INVOLVEMENT FACILITATOR (PIF)	\$2,127

Resiliency Programs

RETREAT CHAPERONE	\$1,063
RETREAT COORDINATOR	\$2,127
AFTER SCHOOL COORDINATOR	\$3,829
TEACHER FACILITATOR	\$1,595
TEACHER PLANNING SUMMER PROGRAMS	\$2,659

FLYER NEWS per season	\$5,984
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Middle Schools

FALL DRAMA-PRODUCER/DIRECTOR	\$3,224
SPRING MUSICAL-MUSICAL DIRECTOR	\$3,224
STUDENT COUNCIL	\$2,488
FALL DRAMA-PRODUCTION MANAGER	\$2,419
FALL DRAMA-TECHNICAL DIRECTOR	\$2,419
SPRING MUSICAL - CHOREOGRAPHER	\$2,419
SPRING MUSICAL - COSTUMER	\$2,419
SPRING MUSICAL - PRODUCTION MANAGER	\$2,419
SPRING MUSICAL - TECHNICAL DIRECTOR	\$2,419
NEWSPAPER	\$1,533
VARIETY SHOW	\$1,454
TEAM LEADERS	\$1,179
WEB MASTER	\$1,179
5 CLUBS SELECTED BY PRINCIPAL @	\$ 825
MUSICAL STAGE DIRECTOR	\$3,224
THEATER TECHNICAL DIRECTOR	\$2,419
LIMITED ENGLISH PROFICIENCY COORDINATOR	\$ 319
3 FINE ARTS CLUBS SELECTED BY PRINCIPAL @	\$ 825
AFFINITY CLUB	\$ 825
PARENT INVOLVEMENT FACILITATOR (PIF)	\$2,127
ROPES PEER LEADERSHIP	\$2,659

Elementary Schools

WEBMASTER	\$1,179
TEACHER LEADER IN AN ACADEMIC AREA PER HOUR	\$ 27
ELEMENTARY HEAD TEACHER	\$3,190
OPEN CIRCLE CONSULTANT	\$ 106
PARENT INVOLVEMENT FACILITATOR (PIF)	\$2,127
TUTORING COORDINATOR K - 8 SPED	\$2,127
LIMITED ENGLISH PROFICIENCY COORDINATOR	\$ 319
GENZYME READING BUDDY	\$ 904
READING BUDDY TRAINER	\$ 160
STUDENT SAFETY PATROL COORDINATOR	\$ 266
STUDENT COUNCIL ADVISOR	\$ 266
CHORUS	\$ 638
MATH CLUB	\$ 532
SCHOOL STORE	\$ 319

MATH WORKS MENTORING	\$ 744
3 CLUBS SELECTED BY PRINCIPAL @	\$ 825

Pre-School

WEBMASTER	\$1,179
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District-Wide

WEBMASTER	\$1,416
SCHOOL COMMITTEE MEDIA FACILITATOR	\$3,722
MCAS ALTERNATIVE ASSESSMENT TRAINER	\$2,500
MANAGER NURSES HEALTH RECORD DATABASE	\$1,063

C. Athletic Coaches

EQUIPMENT MANAGER	\$6,486
FACULTY MANAGER	\$8,722
FOOTBALL HEAD	\$8,963
BASEBALL	\$5,984
SOFTBALL	\$5,984
BASKETBALL-BOYS	\$5,984
BASKETBALL-GIRLS	\$5,984
WRESTLING	\$5,984
FIELD HOCKEY	\$5,984
ICE HOCKEY - BOYS	\$5,984
ICE HOCKEY - GIRLS	\$5,984
SOCCER - BOYS	\$5,984
SOCCER - GIRLS	\$5,984
LACROSSE - BOYS	\$5,984
LACROSSE - GIRLS	\$5,984
CROSS COUNTRY - BOYS	\$4,550
CROSS COUNTRY - GIRLS	\$4,550
INDOOR TRACK - BOYS	\$4,550
INDOOR TRACK - GIRLS	\$4,550
OUTDOOR/SPRING TRACK - BOYS	\$4,550
OUTDOOR/SPRING TRACK - GIRLS	\$4,550
SWIMMING - BOYS	\$4,550
SWIMMING - GIRLS	\$4,550
VOLLEYBALL - BOYS	\$4,550
VOLLEYBALL - GIRLS	\$4,550
GYMNASTICS	\$4,550
GOLF	\$4,550
TENNIS - BOYS	\$4,550
TENNIS - GIRLS	\$4,550
CHEERLEADER (per season)	\$4,837
DANCE TEAM COACH	\$4,837

Assistant Coaches

FOOTBALL - VARSITY 3 @	\$5,077
INDOOR TRACK - BOYS 2@	\$3,571
INDOOR TRACK - GIRLS 2@	\$3,571
OUTDOOR/SPRING TRACK - BOYS 2@	\$3,571
OUTDOOR/SPRING TRACK - GIRLS 2@	\$3,571

SWIMMING - BOYS	\$3,393
SWIMMING - GIRLS	\$3,393
GYMNASTICS	\$3,761
TENNIS - BOYS	\$2,922
TENNIS - GIRLS	\$2,922

Junior Varsity Coaches

BASEBALL	\$4,150
SOFTBALL	\$4,150
BASKETBALL-BOYS	\$4,150
BASKETBALL-GIRLS	\$4,150
WRESTLING	\$4,150
FIELD HOCKEY	\$4,150
ICE HOCKEY - BOYS	\$4,150
ICE HOCKEY - GIRLS	\$4,150
SOCCER - BOYS	\$4,150
SOCCER - GIRLS	\$4,150
LACROSSE - BOYS	\$4,150
LACROSSE - GIRLS	\$4,150
VOLLEYBALL - BOYS	\$4,150
VOLLEYBALL - GIRLS	\$4,150
CHEERLEADING - per season	\$4,150

Freshmen Coaches

BASEBALL	\$3,580
SOFTBALL	\$3,580
BASKETBALL-BOYS	\$3,580
BASKETBALL-GIRLS	\$3,580
WRESTLING	\$3,580
FIELD HOCKEY	\$3,580
FOOTBALL 2@	\$3,486
ICE HOCKEY - BOYS	\$3,580
ICE HOCKEY - GIRLS	\$3,580
SOCCER - BOYS	\$3,580
SOCCER - GIRLS	\$3,580
LACROSSE - BOYS	\$3,580
LACROSSE - GIRLS	\$3,580
VOLLEYBALL - BOYS	\$3,580
VOLLEYBALL - GIRLS	\$3,580

D. Elementary Resource Teachers-Teachers/Consultants, Gifted & Talented

STEP 1	teachers' salary schedule plus	\$1,809
STEP 2	teachers' salary schedule plus	\$3,626
STEP 3	teachers' salary schedule plus	\$5,435

E. Adult Evening School Director

\$7,253

F. Elementary Summer School, Director

\$8,449

Secondary Summer School, Director \$8,703

<u>G. Adult Evening - Teacher</u> <u>per hour</u>	\$ 27.13
<u>H. Summer Workshops</u> <u>per hour</u>	\$ 27.13
<u>I. Intramurals - Secondary</u> <u>per session</u>	\$ 36.26
<u>J. Intramurals - Elementary</u> <u>per hour</u>	\$ 36.26
<u>K. Mentor</u> <u>2 equal payments @</u>	\$ 274.
<u>L. Grant Funded Position Hourly Rate</u>	\$ 27.13
<u>M. Professional Development Training Hourly</u>	\$ 27.13
<u>N. Committee Work Hourly</u>	\$ 27.13
<u>O. Professional Development Presenters Hourly</u>	\$ 53.17
<u>P. Tutoring - Fulfilling District Obligations Hourly</u>	\$ 27.13
<u>Q. Saturday School/Detention Hourly</u>	\$ 27.13
<u>R. Saturday School/Detention Coordinator Hourly</u>	\$ 53.17

883 Edgell Road, Room 202
Framingham, Massachusetts 01701

Appendix B Memoranda

October 19, 1977

TO: Joe Walker, Roberta Golick, Spencer Tobin, Albert Benson, Richard Brosnihan, FTA Negotiating Team

FROM: Lee Ann Friedman

RE: Memorandum of Understanding and Clarification of the Agreed intent of "Recent Experience in the Area of Competence" in the Recall Procedure tentatively agreed on October 13, 1977.

Areas include:

1. Teaching experience - full-time, part-time or substitute.
2. Any retraining program sponsored by the school system.
3. Any retraining program endorsed by the Framingham School System fund with public monies.
4. Any course work at an accredited institution.
5. Related work experience which pertains to the new job opening may also be considered "recent experience." This work experience shall be such that it directly enhances the applicant's qualifications for the new position.
6. Extenuating circumstances such as health or financial difficulties shall be considered in evaluating an applicant's "recent experience."

It is our understanding that as soon as possible the Framingham School Administration and the Framingham Teachers Association shall establish a committee for the purpose of studying teacher-retraining program. A Report of this committee with the recommendations will be made to the School Committee by the end of the school year.

Appendix C
Memoranda

November 14, 1977

TO: Lee Ann Friedman, Negotiating Chairman

FROM: James S. Tobin, Attorney

RE: Recall Procedure

The parties agree that if an individual filed a grievance concerning the interpretation of the Recall Procedure contained in the collective bargaining agreement and the grievance is adjudicated in favor of the grievant, the two-year time limit shall be extended an amount of time equal to the time span of the grievance and arbitration procedure.

APPENDIX D – Discipline List

The following list of disciplines shall apply in implementing ARTICLE X, TRANSFERS, REDUCTION IN FORCE AND RECALL:

*Grades K-6 classroom teachers

*Grades 7-12 classroom teachers – each individual subject area constitutes a separate discipline.

Teacher, World Language – each foreign language constitutes a separate discipline.

Music Teacher

Art Teacher

Physical Education Teacher

Health/Phys Ed Teacher

Health Education Teacher

Technology Education Teacher

Family and Consumer Science Teacher

Business Teacher

Reading Teacher

Special Education Teachers (Resource Room, Sub-Separate and Inclusion constitute one discipline).

Transitional Bilingual Education Teacher

English as a Second Language Teacher

Guidance Counselor and Bilingual Guidance Counselors

School Adjustment Counselors and Social Workers

School Psychologists

Speech and Language Pathologists (Speech Therapist, Speech Clinician)

Elementary Resource Teacher

Teacher Visually Impaired

Teacher Consultant, Gifted and Talented

Librarians

Department Head, Middle Schools – each specific subject area constitutes a separate discipline.

Department Head, High Schools – each specific subject area constitutes a separate discipline.

Adaptive Physical Education Teacher

Occupational Therapist

Physical Therapist

School Nurses

Pre School Teacher

Sheltered English Teacher

Literacy Specialist

Drama Teacher

Resiliency for Life (RFL) Teacher

Television Production Teacher

*After 8/31/84, for the purpose of identifying position to be eliminated, it is understood that the determination will be made by the grouping

K-5 (Elementary)
6-8 (Middle Schools – each subject area)
9-12 (High Schools – each subject area)

Date: _____

Aide Request Form

This form is to be used to request a classroom aide initiated by the teacher, signed by the principal and forwarded to the Superintendent of Schools for processing and returned to the teacher within ten (10) calendar days.

Aides may be added to individual classrooms for reasons of class size and/or unique educational factors. The reasons for an aide request should be stated clearly in the space below.

Teacher's Name: _____ School: _____

Grade Level: _____ Current Class Size: _____

Reasons for Request: (Required)

Teacher's signature Principal's signature

Approved

Denied

Reasons for denial (required) _____

Superintendent of Schools signature

cc: Superintendent of Schools
Director of Human Resources
FTA President

ADDENDUM

A revised school day will be implemented at Framingham High School beginning in the 1997-1998 school year to allow Framingham to comply with the state mandate on Time and Learning (see attached "mixed block and traditional schedule" based on 180 student days).

If any individual teaching schedule includes a day without preparation periods, volunteers for such a schedule will be solicited. In the event there are an insufficient number of volunteers, the schedule will be assigned and such schedule will be rotated on a yearly basis unless a teacher volunteers for such schedule. Whether a teacher volunteers or is assigned the schedule, he/she will have duties eliminated or reduced.

The FTA and Administration agree to evaluate the high school schedule by January 1998 and, if necessary, make revisions as agreed to by both parties.

TIME/ DAY	A	B	C	D	E	F	G	Min.
7:25-7:29	H.R.	H.R.	H.R.	H.R.	H.R.	H.R.	H.R.	4
7:33-9:01	1	3	2	1	2	4	3	88
9:05-9:59	2	1	1	3	4	1	2	54
10:03-10:57	3	4	5	4	3	2	5	54
11:01-12:57 Lunch-30 min.	4	7	6	5	7	5	6	88
1:01-1:55	5	6	7	6	6	7	7	54

**FOR THE FRAMINGHAM SCHOOL
COMMITTEE**

**FOR THE FRAMINGHAM TEACHERS
ASSOCIATION**

DATE

DATE

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