

AGREEMENT

between the

FRAMINGHAM SCHOOL COMMITTEE

and the

FRAMINGHAM TEACHERS ASSOCIATION

UNIT A

September 1, 2015 – August 31, 2018

UNIT A (TEACHERS)

This AGREEMENT is made and entered into as of September 1, 2015, 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 1997-98 school year, the procedures outlined in the document entitled Supervision and Evaluation Procedures for the Framingham Schools will be used to evaluate all members of the FTA. Nurses will be evaluated using the School Nurse Evaluation form attached to this contract.

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 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 as Appendix E.

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 will be 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. Within the first two (2) weeks of the quarter or term, should the class size exceed twenty-seven (27) or the contractual limit, the Principal or his/her designee shall generate a list of the aforementioned classes, which will be promptly submitted via email to the Superintendent of Schools, who will then forward the information to the Committee and the Association within two (2) weeks. A meeting shall take place within two (2) weeks of the initial notification with the Superintendent of Schools, the Principal and the Association President(s) to discuss possible resolutions, and the Superintendent of Schools will report back to the Committee within two (2) weeks.
- D. If the class size 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) 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.

D. The Association President(s) and the Superintendent agree to meet in September of each school year and as needed to discuss the current hiring process of administrator positions and to determine the means by which to seek more input and suggestions from Unit A members to improve the aforementioned process.

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.

I. Elementary classroom teachers, the inclusion model classroom team members, and ESL teachers will participate in two (2) evening parent conferences per academic year. One half unrestricted compensation day will be awarded for attending the fall evening conference and one half unrestricted compensation day will be awarded for attending the spring evening conference. The aforementioned unrestricted compensation day is not required to be used within that academic year and will be converted into a personal day and carried over to the next academic year if not used. The Principal has the discretion to encourage and approve other Unit A members of the staff to attend the evening parent conference. All attending Unit A members will be compensated as noted herein.

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.

F. Unit A members will receive communications regarding major decisions, such as calendar changes, administrative changes including but not limited to the hiring of new administrators and changes in policies from the Superintendent's Office, via email as soon as possible. A good faith effort will be made to release such communications during the school day to Unit A members prior to releasing the aforementioned communications to media outlets. The District's website will be updated in a timely manner.

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.

F. Only Unit A members shall be eligible to fill Department Head positions. Any Unit A member who is selected to fill a Department Head vacancy shall initially be appointed to a one (1) year term and be considered a Year One Department Head. Thereafter, a Department Head who has previously served for one (1) year in the Department Head position may apply for a second year and, if selected, be considered a Year Two Department Head. S/he will be appointed for one (1) additional year. A Department Head who has served in the position for two (2) years may apply for a third year and, if selected, will be appointed as a Year Three Department Head to serve in that role for three (3) years. Thereafter, a Department Head who has held the Department Head position for a three (3) year term and is again selected to fill a Department Head vacancy shall from then on be appointed for three (3) year terms. If a Department Head is not rehired as a Department Head, s/he will return to a full-time teaching position.

G. Effective September 1, 2015, a Department Head who has held the position in the 2014-2015 school year shall be considered a Year Two Department Head for the 2015-2016 school year if s/he is selected to fill the position and, thus, be appointed for one (1) additional year. A Department Head who is appointed for the first time for the 2015-2016 school year shall be considered a Year One Department Head and, thus, be appointed for one (1) year.

H. Effective September 1, 2016, a Department Head who has held the position in the 2014-2015 and 2015-2016 school years shall be considered a Year Three Department Head for the 2016-2017 school year if s/he is selected to fill the position and, thus, be appointed for three (3) years.

I. An evaluation instrument for Department Heads shall be developed by the Joint Labor Committee and presented to both parties in the 2015-2016 school year.

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 reappointed 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 nurse's 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 - Unit A members shall be allowed a period of up to five (5) consecutive days of absence, exclusive of Saturdays, 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. Up to two (2) days per calendar year may be deducted from a Unit A member's sick time and used for bereavement leave on behalf of any person significant to the Unit A member's life.

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.

C. Paternity Leave - Any Unit A member shall be granted ten (10) days of absence from employment, to be deducted from accrued sick time, for the purpose of paternity leave. The employee shall notify, in writing, the Office of Human Resources of said absence at least two (2) months prior to the anticipated departure. This provision of the Article will sunset on August 31, 2018 to allow for its review.

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. An employee shall be granted an absence from employment for the purpose of maternity leave.

Employees shall have the following options:

1. The employee shall take a leave of absence of eight (8) consecutive weeks which shall include the date of delivery or termination of pregnancy. The employee shall notify the Office of Human Resources in writing if this is the option she is electing at least two (2) months prior to the anticipated departure, or
2. The employee shall return to work on the first day of the school year following the delivery or termination of pregnancy, except if the delivery occurs or the pregnancy is terminated during June, July, or August, the employee can elect to return on the first day of the school year one full school year following the event. The employee shall notify the Office of Human Resources in writing if this is the option she is electing at least two (2) months prior to the anticipated departure.
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 up to and including forty (40) consecutive work days for employees whose full time equivalency is 1.0.
2. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had she been working. Accrued sick leave for employees whose full time equivalency is less than 1.0 will be prorated based upon their full time equivalency. Such accrued sick leave shall in no way result in said employee receiving more than a total of eight (8) consecutive weeks of paid maternity leave.

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**

A. An employee shall be granted an absence from employment for the purpose of adoption leave.

Employees shall have the following options:

1. An eight (8) consecutive week leave of absence which shall include the date of receiving the child, though an employee may use up to five (5) of these days prior to the adoption. Whenever possible, the employee shall notify the Office of Human Resources in writing if this is the option s/he is electing at least two (2) months prior to the anticipated departure, or
2. The employee shall return to work on the first day of the school year following the adoption, except if the adoption takes place during June, July, or August, the employee can elect to return on the first day of the school year a full school year after the receiving of the child. Whenever possible, the employee shall notify the Office of Human Resources in writing if this is the option s/he is electing at least two (2) months prior to the anticipated departure.
3. A second consecutive school year leave of absence for the same adoption shall be granted, provided the employee makes such a request by 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 adoption leave in excess of twelve (12) calendar months if due to the same adoption.

B. Sick Leave. An employee on adoption 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 up to and including forty (40) consecutive work days for employees whose full-time equivalency is 1.0, though an employee may use up to five (5) of those days prior to the adoption, and the day on which the child is received shall begin the forty (40) day period, minus any days taken prior to the adoption.
2. Accrued sick leave for employees whose full-time equivalency is less than 1.0 will be prorated based upon their full time equivalency. Such accrued sick leave shall in no way result in said employee receiving more than a total of eight (8) consecutive weeks of paid adoption leave.

C. The provisions of this Article shall be limited to one (1) parent if both parents are Unit A members.

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 180 student contact days and two professional development days. Commencing with the 2011-2012 school year, teachers will be available for one 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 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 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 President(s) and the Executive Board of the Association shall meet with the Committee at least six (6) times per academic year to discuss issues, matters, concerns, and other jointly set agenda items. These six (6) dates shall be mutually agreed upon by the Chair of the Committee and the President(s) of the Association by September 15th of each school year.

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 from September 1, 2015, through August 31, 2018.

ARTICLE 46

PRESIDENT OF FRAMINGHAM TEACHERS ASSOCIATION

The President(s) of the Association shall be relieved of his/her full-time responsibilities for the purpose of conducting Association business. President(s) shall maintain a full salary as specified by the Salary Schedule. The

District shall be responsible for 75% of the cost of a replacement Unit A member(s) and the Association shall be responsible for the remaining 25% of the cost of a replacement Unit A member(s), up to a salary cap of \$55,000. If the release time coverage cost exceeds the \$55,000 salary cap, the parties agree to reopen negotiations on this subject and bargain in good faith. Upon the completion of the role of President(s), every effort will be made by the Superintendent to return the Unit A member(s) to his/her previous or comparable assignment.

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

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 healthcare.

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 \$80,000 for the purpose of reimbursing teachers for tuition costs related to graduate level credit courses taken at a degree granting accredited institution.

Teachers may receive tuition reimbursement of up to one thousand dollars (\$1,000.00) per school year. An eligible teacher may receive a second grant (of up to \$1,000.00) 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 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 as follows:

Funds shall become available on a "first-in, first-out" (hereafter, "FIFO") basis beginning July 1st (hereafter, "the first part of the fiscal year"), but 50% of the funds shall be reserved for submissions made after the 90th day of the fiscal year (hereafter, "the second part of the fiscal year"). If funds in the first half of the fiscal year are still available following the tuition reimbursement, these funds shall roll over to the second part of the fiscal year. If funds remain, any Unit A member who was denied reimbursement in the first half of the fiscal year for a first course may resubmit between May 15th and May 31st and shall be accepted prior to the second grant ("double-dipping option") taking effect. Any Unit A member currently enrolled in a degree granting program at an accredited college or university may apply for the second grant ("double-dipping option"), starting June 1st. All tuition reimbursement requests must be submitted by June 15th. If funds remain at the end of the second part of the fiscal year, these funds shall be divided equally among those who have asked to double dip. If the pool of funds has been exhausted, then further requests shall be denied by the District.

The Office of Human Resources shall inform the Unit A member of receipt of the submission for tuition reimbursement within two (2) work days of such receipt. Any inquiries made by the Office of Human Resources of a Unit A member that relate to tuition reimbursement must be answered within five (5) work days. Failure to do so shall result in the Office of Human Resources returning all documents to the Unit A member with an explanation for the returning. Consequently, a Unit A member will lose his/her place in FIFO. Within ten (10) work days of

receipt of a completed tuition reimbursement request, the Office of Human Resources shall send the information to payroll; any Unit A member shall be reimbursed for his/her tuition costs within two (2) pay cycles thereafter.

In order to get reimbursed for a course, a Unit A employee must submit a course approval form to the Curriculum Office prior to the start of a course or within two (2) weeks after the start of the course via Talent Ed, or any other electronic system designated by the Curriculum Office. Failure to comply with these deadlines shall result in the Curriculum Office rejecting the course approval form. The Curriculum Office shall return the course approval form to the Unit A employee within seven (7) school days (or calendar days during vacations).

The Association President(s) shall be updated monthly via email by the Office of Human Resources regarding the status of available funds for tuition reimbursements.

To be considered for reimbursement, courses must have been approved in advance by the superintendent or his/her designee and a grade of C or above must have been received in the course.

Effective September 1, 2016, \$20,000 will be transferred from the Supply Reimbursement Fund into the Tuition Reimbursement Fund for a pool of \$100,000, which shall be made available for tuition reimbursement as of the 2016-2017 school year.

ARTICLE 54

CLASSROOM SUPPLIES

Funds shall become available promptly on a “first-in, first-out” (hereafter, “FIFO”) basis for supplies purchased beginning July 1st of each fiscal year and submitted by June 1st.

The Office of Human Resources shall inform the Unit A member of receipt of the submission for supply reimbursement within two (2) work days of such receipt. Any inquiries made by the Office of Human Resources of a Unit A member that relate to supply reimbursement must be answered within five (5) work days. Failure to do so shall result in the Office of Human Resources returning all documents to the Unit A member with an explanation for the returning. Consequently, a Unit A member will lose his/her place in FIFO. Within ten (10) work days of receipt of a completed supply reimbursement request, the Office of Human Resources shall send the information to payroll; any Unit A member shall be reimbursed for his/her supply costs within two (2) pay cycles thereafter.

If the pool of supply reimbursement funds has been exhausted, then further supply reimbursement requests shall be denied by the District. If unused funds in the supply reimbursement pool exist, then such excess funds shall be transferred by May 15th to the Tuition Reimbursement Account available for Unit A members.

The Association President(s) shall be updated monthly via email by the Office of Human Resources regarding the status of available funds for supply reimbursements.

The Committee will make available \$50,000 per year to the Supply Reimbursement Account.

Effective September 1, 2015, the Supply Reimbursement Account, consisting of the \$50,000 that the Committee makes available, will be available to cover the fingerprinting costs of all Unit A members who are employed by the District as of the time when this Agreement is executed and who are fingerprinted between July 1, 2015 and June 1, 2016. If the aforementioned fingerprinting costs exceed \$50,000, the District shall cover all additional costs.

Effective September 1, 2016, \$20,000 will be transferred from the Supply Reimbursement Fund into the Tuition Reimbursement Fund for a pool of \$100,000, which shall be made available for tuition reimbursement as of the 2016-2017 school year.

Effective September 1, 2016, each Unit A member shall be eligible for up to \$200 reimbursement for supplies for costs in the fiscal year in which the expense was incurred. A pool of \$30,000 shall be made to the Association in the 2016-2017 school year for supplies.

Commencing September 1, 2017, each Unit A member shall be eligible for up to \$100 reimbursement for supplies for costs in the fiscal year in which the expense was incurred. Thereafter, a pool of \$30,000 shall be available yearly to the Association for the purpose of supply reimbursement.

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 LICENSE POSITIONS

Beginning in the 2013-2014 school year, the School Committee will set aside a maximum of ten thousand dollars (\$10,000.00) for workshop for reimbursement for re-licensure 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 dollars (\$500.00) per year for the cost of attending an approved workshop.

APPENDIX A

SALARY SCHEDULE

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 2012-2013 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 2013-14 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 completion 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 Masters/Masters Equivalent schedule may progress from that schedule to the Masters +15 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 received a Masters Degree or having attained the Masters/Masters Equivalent Level. The courses must have been approved in advance by the Superintendent of Schools or his/her designee.

7. Teachers on Masters +15 schedule may progress from that schedule to the Masters +30 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 Masters +15 Level. The courses must have been approved in advance by the Superintendent of Schools or his/her designee.

8. Teachers on Masters +30 schedule may progress from that schedule to the Masters +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 Masters +30 Level. The courses must have been approved in advance by the Superintendent of Schools or his/her designee.

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 Masters +45 Level. The courses must have been approved in advance by the Superintendent of Schools or his/her designee.

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 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.

In order to be eligible for lane movement and/or tuition reimbursement, a Unit A member shall submit via Talent Ed, or any other electronic system designated by the Curriculum Office, a course approval form prior to the start of a course or within two (2) weeks of the start date of the course for approval by the Curriculum Office and shall submit a grade/transcript within six (6) months of the course completion. The Office of Human Resources, upon receipt of a course approval form and a grade/transcript, will acknowledge receipt of the aforementioned

documentation within ten (10) work days. Upon notification of a problem with the aforementioned submission(s), the Unit A member will have five (5) work days to resolve the problem and submit the necessary documentation.

It is the responsibility of a Unit A member to notify the Office of Human Resources of his/her completion of any courses necessary to qualify for a lane change via Talent Ed, or any other electronic system designated by the Curriculum Office. The Office of Human Resources, upon verification, shall notify the Unit A member of his/her status within ten (10) work days of the Unit A member's aforementioned notification to the Office of Human Resources.

Any newly hired Unit A member shall submit all of his/her graduate credits within two (2) weeks of the date of hire.

As of September 1, 2015, the Office of Human Resources will promptly notify each Unit A member of his/her current lane position and current credits as of the 2015-2016 school year.

11. Effective September 1, 2015, increase the salary schedule by three quarters of one percent (0.75%). Effective the ninety second (92nd) day of employment in the 2015-2016 school year, increase the salary schedule by one percent (1%).

Effective September 1, 2016, increase the salary schedule by one percent (1%). Effective the ninety second (92nd) day of employment in the 2016-2017 school year, increase the salary schedule by one percent (1%).

Effective September 1, 2017, increase the salary schedule by one percent (1%). Effective the ninety second (92nd) day of employment in the 2017-2018 school year, increase the salary schedule by one percent (1%).

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 (\$1,200.00) 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).

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

The M45 lane shall not be available to any employee **not** on the payroll as of the execution of this Agreement. Bargaining unit members who are on the payroll as of the execution of this Agreement but have not yet attained the M45 advancement will have until February 1, 2018 to attain advancement to the M45. No employee shall advance to the M45 lane after February 1, 2018.

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

Effective September 1, 2013 a professional development day shall be added to the annual school calendar for a total of 184 work days for teachers.

The salary schedules for the duration of the agreement is as follows:

Salary first day of the 2015-2016 school year (0.75% increase)								
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters + 45	Masters + 60	Doctorate	
1	44,574	48,110	49,756	51,403	53,052	54,695	56,343	
2	46,161	49,554	51,250	52,945	54,644	56,335	58,033	
3	47,546	51,041	52,786	54,533	56,282	58,026	59,774	
4	49,897	53,568	55,401	57,235	59,072	60,906	62,740	I
5	52,365	56,220	58,000	60,071	61,999	63,925	65,852	
6	54,958	59,064	61,030	63,049	65,071	67,097	69,118	
7	57,683	61,928	64,054	66,178	68,302	70,426	72,546	II

8	60,543	65,004	67,232	69,462	71,694	73,920	76,152	
9	63,543	68,579	70,567	72,910	75,251	77,594	79,931	
10	66,695	72,351	74,071	76,527	78,989	81,447	83,906	III
11	70,005	76,328	78,145	80,330	82,912	85,493	88,070	
12	73,396	79,985	81,420	83,268	85,440	88,066	89,178	IV
Salary 92nd day of the 2015-2016 school year (1.00% increase)								
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters + 45	Masters + 60	Doctorate	
1	45,020	48,591	50,254	51,917	53,583	55,242	56,906	
2	46,623	50,050	51,763	53,474	55,190	56,898	58,613	
3	48,021	51,551	53,314	55,078	56,845	58,606	60,372	
4	50,396	54,104	55,955	57,807	59,663	61,515	63,367	I
5	52,889	56,782	58,580	60,672	62,619	64,564	66,511	
6	55,508	59,655	61,640	63,679	65,722	67,768	69,809	
7	58,260	62,547	64,695	66,840	68,985	71,130	73,271	II
8	61,148	65,654	67,904	70,157	72,411	74,659	76,914	
9	64,178	69,265	71,273	73,639	76,004	78,370	80,730	
10	67,362	73,075	74,812	77,292	79,779	82,261	84,745	III
11	70,705	77,091	78,926	81,133	83,741	86,348	88,951	
12	74,130	80,785	82,234	84,101	86,294	88,947	90,070	IV

Salary first day of the 2016-2017 school year (1.00% increase)								
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters + 45	Masters + 60	Doctorate	
1	45,470	49,077	50,757	52,436	54,119	55,794	57,475	
2	47,089	50,551	52,281	54,009	55,742	57,467	59,199	
3	48,501	52,067	53,847	55,629	57,413	59,192	60,976	
4	50,900	54,645	56,515	58,385	60,260	62,130	64,001	I
5	53,418	57,350	59,166	61,279	63,245	65,210	67,176	
6	56,063	60,252	62,256	64,316	66,379	68,446	70,507	
7	58,843	63,172	65,342	67,508	69,675	71,841	74,004	II
8	61,759	66,311	68,583	70,859	73,135	75,406	77,683	
9	64,820	69,958	71,986	74,375	76,764	79,154	81,537	
10	68,036	73,806	75,560	78,065	80,577	83,084	85,592	III
11	71,412	77,862	79,715	81,944	84,578	87,211	89,841	
12	74,871	81,593	83,056	84,942	87,157	89,836	90,971	IV
Salary 92nd day of the 2016-2017 school year (1.00% increase)								
	Bachelors	Masters	Masters +15	Masters + 30	Masters + 45	Masters + 60	Doctorate	

Step								
1	45,925	49,568	51,265	52,960	54,660	56,352	58,050	
2	47,560	51,057	52,804	54,549	56,299	58,042	59,791	
3	48,986	52,588	54,385	56,185	57,987	59,784	61,586	
4	51,409	55,191	57,080	58,969	60,863	62,751	64,641	I
5	53,952	57,924	59,758	61,892	63,877	65,862	67,848	
6	56,624	60,855	62,879	64,959	67,043	69,130	71,212	
7	59,431	63,804	65,995	68,183	70,372	72,559	74,744	II
8	62,377	66,974	69,269	71,568	73,866	76,160	78,460	
9	65,468	70,658	72,706	75,119	77,532	79,946	82,352	
10	68,716	74,544	76,316	78,846	81,383	83,915	86,448	III
11	72,126	78,641	80,512	82,763	85,424	88,083	90,739	
12	75,620	82,409	83,887	85,791	88,029	90,734	91,881	IV

Salary first day of the 2017-2018 school year (1% increase)								
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters + 45	Masters + 60	Doctorate	
1	46,384	50,063	51,777	53,490	55,207	56,916	58,630	
2	48,036	51,567	53,331	55,094	56,862	58,622	60,389	
3	49,476	53,113	54,929	56,747	58,567	60,382	62,201	
4	51,923	55,743	57,650	59,559	61,471	63,379	65,287	I
5	54,492	58,503	60,355	62,510	64,516	66,520	68,526	
6	57,190	61,463	63,508	65,609	67,713	69,821	71,924	
7	60,025	64,442	66,655	68,865	71,075	73,285	75,491	II
8	63,001	67,643	69,962	72,283	74,605	76,921	79,245	
9	66,123	71,364	73,433	75,870	78,307	80,745	83,176	
10	69,403	75,289	77,079	79,634	82,196	84,754	87,313	III
11	72,847	79,427	81,318	83,591	86,278	88,964	91,646	

12	76,376	83,233	84,726	86,649	88,909	91,642	92,799	IV
Salary 92nd day of the 2017-2018 school year (1.00% increase)								
Step	Bachelors	Masters	Masters +15	Masters + 30	Masters + 45	Masters + 60	Doctorate	
1	46,848	50,564	52,295	54,025	55,759	57,485	59,217	
2	48,516	52,082	53,865	55,645	57,431	59,208	60,993	
3	49,971	53,644	55,479	57,314	59,153	60,986	62,823	
4	52,442	56,301	58,227	60,154	62,086	64,013	65,940	I
5	55,037	59,088	60,959	63,136	65,162	67,186	69,212	
6	57,762	62,077	64,143	66,265	68,391	70,520	72,644	
7	60,626	65,087	67,322	69,554	71,786	74,018	76,246	II
8	63,631	68,320	70,661	73,006	75,351	77,690	80,037	
9	66,784	72,077	74,167	76,629	79,090	81,552	84,008	
10	70,097	76,042	77,850	80,430	83,018	85,601	88,186	III
11	73,576	80,221	82,131	84,427	87,141	89,854	92,563	
12	77,140	84,065	85,573	87,516	89,798	92,559	93,727	IV

Note:

Supermax: Any employee with 22 years in public education shall receive a supermax payment of \$1500.
Supermax1: Any employee with 25 years in FPS shall receive a supermax payment of \$1800.
Supermax2: Any employee with 30 years in FPS shall receive a supermax payment of \$2200.

Non-Grid Stipends:

High School:

Limited English Proficiency Coordinator (LEP)	\$319.00
Parent Involvement Facilitator (PIF)	\$2,127.00
High School College and Career Counselor	\$4,100.00
Faculty Manager	\$8,722.00
Student Activities Treasurer: per semester	
Total receipts: \$250,000 or more	\$3,500.00
Total receipts: \$100,000-\$249,999	\$2,000.00
Total receipts: less than \$100,000	\$1,000.00

Middle School:

Limited English Proficiency Coordinator (LEP)	\$319.00
---	----------

Parent Involvement Facilitator (PIF)	\$2,127.00
--------------------------------------	------------

Elementary School:

Elementary Art and Music Head Teacher	\$4,224.00
---------------------------------------	------------

Limited English Proficiency Coordinator (LEP)	\$319.00
---	----------

Parent Involvement Facilitator (PIF)	\$2,127.00
--------------------------------------	------------

Open Circle Consultant	\$106.00
------------------------	----------

Elementary Activity-chosen by the principal	\$300.00
---	----------

Pre-School:

Webmaster	\$1,350.00
-----------	-------------------

District-Wide:

Department Heads with Supervision and Evaluation-**per each level**

*1-8 Teachers supervised	\$7500.00
--------------------------	-----------

*9-15 Teachers supervised	\$8000.00
---------------------------	-----------

*16 or more Teachers supervised	\$8500.00
---------------------------------	-----------

Department Heads without Supervision and Evaluation	\$5500.00
--	-----------

Mentors	\$850.00
---------	----------

MCAS Alternative Assessment Trainer	\$2,500.00
-------------------------------------	------------

Manager Nurses Health Record Database	\$1,063.00
---------------------------------------	------------

Elementary Summer School, Director	\$8,449.00
------------------------------------	------------

Secondary Summer School, Director	\$8,703.00
-----------------------------------	------------

Summer School Teacher (hourly)	\$27.13
--------------------------------	---------

Summer Workshops	\$27.13
------------------	---------

Grant Funded Positions (hourly)	\$27.13
---------------------------------	---------

Tutoring-fulfilling district obligations (hourly)	\$27.13
---	---------

Saturday School/Detention (hourly)	\$27.13
------------------------------------	---------

Saturday School/Detention Coordinator (hourly)	\$53.17
--	---------

Professional Development Presenter (hourly)	\$55.00
---	---------

Professional Development Presenter Prep (hourly)	\$27.13
--	---------

Teacher in After School Program (hourly)	\$27.13
--	---------

Intramurals (per hour) \$36.36

Curriculum Development Committee Work/**Policy Writing** (hourly) \$34.00

SPED Summer School:

Extended School Year (ESY) Coordinator \$8,703.00

Nurse Coordinator \$500.00

SPED Summer School Coordinators:

0-75 students \$2,700.00

76-100 students \$3,000.00

101-150 students \$3,300.00

151+ students \$3,800.00

Psychologists Department Facilitator PreK-12 \$3,000.00

Nurses Department Facilitator PreK-12 \$3,000.00

High School Social Worker Department Facilitator \$1500.00

K-8 Social Worker Department Facilitator \$3000.00

*High School Guidance Counselor Department Facilitator \$400.00

**If the Facilitator is NOT the Department Head* \$1,500.00

K-8 Guidance Counselor Department Facilitator \$300.00

2014/2015 Framingham Public Schools Stipends	Stipend Grid				
A- Meets 3-5 days each week for 2-3 hours including regular weekends for a minimum of 9 weeks					
B- Meets 3-5 days each week for 1 hour including occasional weekends					
C- Meets 2 days each week for 1-3 hours including occasional weekends for a minimum of 9 weeks					
D- Meets once each week for 1-3 hours –rare weekend commitments-minimum 9 weeks					
E- Meets 1-2 times each week less than 1 hour – no weekend commitments (or specific responsibilities)					
	A	B	C	D	E
	\$4,500	\$3,750	\$3,250	\$2,350	\$1,350
District Wide			School Com. Media Facilitator		Webmaster
High School only	Flyer News (per season)	Senior class advisor	Poetry and Literary Arts	Academic Decathlon	Freshman Class Advisor
		Marching Band Dir. (season)	Junior Class Advisor	Debate Team	RFL Retreat Chaperone
		RFL After School Coordinator	National Honor Society	Art Guild	International Association
		Student Government/ Council	Newspaper	Sophomore Class Advisor	GLBTQA
			Yearbook	Marching Instructor (season)	Boys/ Girls A Capella

			RFL Summer Program Coordinator	Color Guard Instructor (season)	Webmaster
				Percussion Instructor (season)	
				Show Choir Director	
				Key Club	
				Model Congress	
				Math Team	
				Jazz Band Director	
				Newspaper/Yearbook Business Manager	
				Model UN	
Middle and High School	Stage Director (event)		METG host	Production Manager (event)	Band Activities
			Technical Director (event)	Producer (event)	Choral Activities
			Vocal Director (event)	Costume Design (event)	Student Activity Advisorships selected by Principal
			Choreographer (event)	Drama Company Advisor	Lighting Design
				Conductor (event)	
Middle School Only				Newspaper	Fine Arts Advisorships selected by the Principal
				PBIS Coordinator	Jazz Band Director
				Yearbook	Webmaster
				Team Leader	
				Student Council	
				Variety Show	
Elementary Only			Head Teacher	PBIS Coordinator	Webmaster
Football F1	Level 1	Level 2	Football F2	Level 3	Football F3
\$9,000	\$6,000	\$4,600	\$5,100	\$4,200	\$3,500
Varsity Football	Varsity Baseball	Varsity Cheerleading	Asst. Football	JV Baseball	Frosh Football
	Varsity Basketball	Varsity Cross Country	JV Football	JV Basketball	
	Varsity Field Hockey	Varsity Dance		JV Field Hockey	
	Varsity Ice Hockey	Varsity Golf		JV Ice Hockey	
	Varsity Indoor Track	Varsity Gymnastics		JV Lacrosse	
	Varsity Lacrosse	Varsity Tennis		JV Soccer	

	Varsity Outdoor Track	Alpine Skiing		JV Softball		Asst. Outdoor Track
	Varsity Soccer			JV Volleyball		Asst. Swimming
	Varsity Softball			JV Wrestling		Asst. Tennis
	Varsity Swimming					Frosh Baseball
	Varsity Volleyball					Frosh Basketball
	Varsity Wrestling					Frosh Field Hockey
						Frosh Ice Hockey
						Frosh Lacrosse
						Frosh Soccer
						Frosh Softball
						Frosh Volleyball
						Frosh Wrestling

FRAMINGHAM TEACHERS ASSOCIATION, INC.
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 10, 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 Counselors
- Bilingual Guidance Counselors
- School Adjustment Counselors and Social Workers
- Crisis Intervention Counselors
- 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.
- Team Evaluation Coordinator
- Department Head, Guidance
- Department Head, Consumer & Family Studies
- Department Head, Technology Education
- World Language Coordinator
- Adaptive Physical Education Teacher
- Occupational Therapist
- Physical Therapist
- METCO Reading Teacher
- School Nurses

* 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

Appendix E

FRAMINGHAM EVALUATION INSTRUMENT

Table of Contents

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation

- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions
- 1) Purpose of Educator Evaluation
 - A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
 - B) The regulatory purposes of evaluation are:

- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
- ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A) *Artifacts of Professional Practice: Products of an Educator's work and/or student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) Caseload Educator: Educators who work with or counsel individual or groups of students through consultation with classroom teachers such as school nurses, guidance counselors and others covered under this agreement .and who are not responsible for issuing student grades. This will include coaches/specialists who work with staff.
- C) Classroom teacher: Educators who teach preK-12 classes and have responsibility for issuing student grades.
- D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of partial or full period classroom visits of at least 15 minutes in duration and no more than a class/subject period; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators as determined by the Unit A recognition clause, unless otherwise noted.
- G) *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, most recent Summative

performance rating, and the most recent rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year for an Educator without Professional Teacher Status (PTS) or less than one year for an educator without PTS who is hired after the start of the school year.
 - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 90 school days for the 2013-2014 school year and at least 60 school days for the 2014-2015 school year and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) *ESE: The Massachusetts Department of Elementary and Secondary Education.
- I) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) *Evaluator: Any FPS employee designated by the superintendent who has primary or supervisory responsibility for observation and evaluation and whose overall Summative rating is Proficient or Exemplary. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings.
- i) Primary Evaluator: Any FPS employee who falls into the category of Principal, Director, or member of the Framingham Administrator Association and determines the Educator's performance ratings and evaluation. In the case of an educator whose overall formative or summative rating declines to Needs Improvement or Unsatisfactory, the Primary Evaluator will assume all responsibilities of evaluation that may have been performed by the Supervising Evaluator.
 - ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator as defined in 2J i or his/her designee.

- iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator and a rationale for the change will be provided. Good faith attempts will be made to maintain continuity of Primary/Supervising Evaluators through the evaluation cycle.
- K) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) *Experienced Educator: An educator with Professional Teacher Status (PTS).
- M) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators.
- Q) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, and student growth percentiles on state assessments, if state assessments are available, and improvement in student ACCESS scores. Caseload Educators may use profession specific measures. This definition may be revised as required by regulations or agreement of the parties upon issuance of the most recent ESE guidance.
- S) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 15 minutes in duration by the Evaluator and may

include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) Parties: The parties to this agreement are the local school committee and the Framingham Teachers Association.
- U) *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
 - i. Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - ii. Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - iii. Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - iv. Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, §
- X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.
- Y) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance

41.

against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)
- vii) For the 2013-2014 school year, the overall performance rating will be based on items i, ii, v, and vi above.

Z) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element

AA) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d Teachers will include all employees covered by the Recognition clause of the Unit A contract.

DD) *Trends in student learning: At least two years of data from the locally bargained district-determined measures and state assessments (if available) used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP), MAP or ACCESS gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement will be set between the Educator and Evaluator for the time established in the Educator Plan.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice may be in the form of partial or full-period classroom visitations of at least 15 minutes or no more than one class/subject period.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in the district, Educators on Improvement Plans, Directed Growth Plan, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - (a) An educator shall be provided with relevant samples. Educators will be provided guidance and training pursuant to the development of work products and evidence.
 - iv) Examination of student work samples.
 - (a) An educator shall be provided with relevant samples. Educators will be provided guidance and training pursuant to the development of work products and evidence .
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the

Educator plans, contributions to the school community and professional culture; (as provided by 3biii and 3biv above)

(b) Evidence of active outreach to and engagement with families; (as provided by 3biii and 3biv above)

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Educator shares with the Evaluator or that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

vi) Educators will be provided a total of three dedicated contractual hours distributed over the school year in order to compile evidence. These hours shall be mutually agreed upon by the FTA and FPS prior to the final adoption of the school calendar for the following year

4) Rubrics

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that the rubrics attached to the agreement shall be used.

5) Evaluation Cycle: Training

a. Through the superintendent, in collaboration with the FTA, the district will provide a minimum of 9 hours for Supervision and Evaluation training for all Educators, Principals, and other evaluators as follows:

1. Three hours on the first full professional development day of the year to outline the components of the new evaluation process, provide an explanation of the evaluation process and provide a professional learning activity about self- assessment and goal setting. Any educator hired after the first full day of Professional Development shall complete a professional learning activity provided by the district about self- assessment and goal setting within 20 school days.

2. Three hours for evidence collecting as stated in 3,c,6

3. Three hours of training in data analysis and other building/department/team identified needs.

4. This training will be provided during the normal work day

6) Evaluation Cycle: Annual Orientation

- a. During the new teacher orientation, held before the start of the school year, all new staff will be given a presentation on Supervision and Evaluation.
- b. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused on educator evaluation. The superintendent, principal or designee shall:
 - i. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year. The newly hired Educator shall also meet with the Superintendent/Principal or his/her designee to accomplish items in 6Ai and 6Aii above.

7. Evaluation Cycle: Self-Assessment

- a. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment. See Appendix C.
 - ii. The self-assessment includes:
 - a. An analysis of evidence, made available by the district, of student learning, growth and achievement for students under the Educator's responsibility.
 - b. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - c. Proposed goals to pursue:
 - One goal directly related to improving the Educator's own professional practice. Additional goals may be added at the discretion of the Educator.
 - One goal directly related to improving student learning. Additional goals may be added at the discretion of the Educator.
- b. Proposing the goals
 - i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. School and/or district leaders will provide educators with all relevant assessment data analysis and copies of the current school and/or district goals by October 1st.

- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals. In total, there shall be no more than two required goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals. In total, there shall be no more than two required goals.

8. Evaluation Cycle: Goal Setting and Development of the Educator Plan

- a. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by teams, departments, or groups of Educators who have the similar roles and/or responsibilities and in collaboration with the Evaluator. See Sections 15-19 for more on Educator Plans.
- b. The Evaluator reviews the goals the Educator has proposed, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator provides to the Educator. The Evaluator retains final authority over the required goals to be included in the educator plan. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- c. Educator Plan Development Meetings shall be conducted as follows:
 - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by the timelines specified in Appendix C to develop their Educator Plan. Educators shall not be expected to meet during the summer break.

- ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by the timelines specified in Appendix C or within six weeks of the start of their assignment in that school.
- iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- iv. The Evaluator shall meet with Educators with PTS and ratings of unsatisfactory and, if desired by the Educator, a representative from the Association, to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- v. The Evaluator completes the Educator Plan by the timelines specified in Appendix C. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Educator and the Evaluator will collaborate regarding the content of the educator plan. The Evaluator retains final authority over the content of the Educator's Plan.
- vi. All relevant student info will be identified, agreed upon, and shared between the Educator and Evaluator.

9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

- a. In the first year of practice in the district:
 - i. The Educator shall have at least two announced observations during the school year using the protocol described in section 11B, below.
 - ii. The Educator shall have at least two unannounced observations during the school year.
- b. In their second and third years of practice in the district:
 - i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii. The Educator shall have at least two unannounced observations during the school year.

10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

- a. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- b. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations and two announced observations.

- c. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than four announced and four unannounced observations.

11. Observations

- a. Observations required by the Educator Plan should be completed by the timelines specified in Appendix C.
- b. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- c. Unannounced Observations
 - i. Unannounced observations may be in the form of partial or full-period classroom visitations of at least 15 minutes and no longer than one class/subject period
 - ii. The Educator will be provided written feedback from the Evaluator on the attached form within 3 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, or placed in the Educator's mailbox.
 - iii. The Educator shall have the opportunity to respond in writing to any feedback from the Evaluator. The Educator shall sign the form and return to the Evaluator within 5 school days. The signature does not indicate agreement or disagreement with its contents.
 - iv. Any observation resulting in one or more standards judged to be unsatisfactory for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days. Any observation resulting in one or more standards judged to be needs improvement and at the request of the Educator, the Evaluator will follow up with an additional observation within 30 school days.
- d. Announced Observations
 - i. All non-PTS Educators in their first year in the district and PTS Educators on Directed Growth Plans shall have at least two announced observations. PTS Educators on Improvement Plans shall have at least four Announced Observations.
 - ii. The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - iii. Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. The Educator shall provide the Evaluator with a completed pre-observation conference form.

- (1st) The Educator may provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- iv. Within **5** school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. In the case of an educator currently on an Improvement plan, the post-observation conference will occur within 2 school days. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- v. The Evaluator shall provide the Educator with written feedback within **10** school days of the observation. In the case of an Educator on an Improvement plan, the feedback shall be provided within **5** days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - 1. Describe the reason or reasons for the Evaluator's judgment.
 - 2. Describe actions the Educator should take to improve his/her performance.
 - 3. Identify support and/or resources the Educator may use in his/her improvement.
 - 4. Include recommendations for improvements that are the responsibility of the educator.
- vi. The Educator shall have the opportunity to respond in writing to any feedback from the Evaluator. The Educator shall sign the form and return to the Evaluator within **5** school days. The educator's signature indicates receipt but does not indicate agreement to the contents of the feedback.

12. Evaluation Cycle: Formative Assessment

- a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback. Evaluators are expected to make unannounced visits to classrooms. Evaluators are expected to give specific constructive feedback to Educators based on their observations of practice, and examination of a minimum of two artifacts and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. See attached forms.

- c. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan and performance on Performance Standards.
- d. No less than two weeks before the due date for the Formative Assessment report (see Appendix C) , the Educator shall meet with and provide to the Evaluator reasonable evidence of performance in relation to the four Performance Standards and progress on attaining professional practice and student learning goals.
- e. In the case that the Evaluator determines that the evidence is not sufficient, the Educator and Evaluator will meet before completion of the Formative Assessment Report.
- f. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- g. The Educator may reply in writing to the Formative Assessment report within **5** school days of receiving the report.
- h. The Educator shall sign the Formative Assessment report by within **5** school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The educator's signature indicates receipt but does not indicate agreement to the contents of the feedback.
- i. As a result of a Formative Assessment Report that indicates a decline in the Educator's performance on Standards I or II, the Evaluator must conference with the Educator to determine if a change to the Educator Plan is warranted.
- j. Any changes to an Improvement Plan require a conference with the Educator and if appropriate, representation from the Association.

13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- a. Educators on two year Self-Directed Growth Educator Plans receive a Formative Assessment report before **May 31st** of the first year of the two year cycle. The Educator's performance rating for the previous year shall be assumed to be the same as the previous summative rating unless a body of evidence demonstrates a significant change in performance.
- b. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- c. No less than two weeks before the final school day before the due date for the Formative Assessment report, the Educator shall provide to the Evaluator evidence of performance in relation to the four Performance Standards and progress on attaining professional practice and student learning goals.

- d. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before completion of the Formative Assessment Report.
- f. The Educator may reply in writing to the Formative Assessment report within **5** school days of receiving the report.
- g. The Educator shall sign the Formative Assessment report within **5** school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

14. Evaluation Cycle: Summative Evaluation

- a. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by **May 31st**.
- b. The Evaluator determines a rating on each standard and an overall rating based primarily on an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals and secondarily on the Evaluator's professional judgment.
- c. The overall summative rating that the Educator receives shall be based primarily on Standards I and II when determining the final Educator rating.
- d. When guidance from DESE regarding impact on student learning, growth and achievement is available, the details of a Low, Moderate or High impact on Student Learning growth and achievement will be negotiated and implemented the following school year.
- e. The overall summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores cannot be the sole basis for a summative evaluation rating.
- f. To be rated proficient overall, the Educator shall be rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- g. No less than four weeks before **May 31st**, the Educator will meet with the Evaluator to provide evidence of performance in relation to the four Performance standards and progress on attaining professional practice and student learning goals.
- h. The Summative Evaluation report should recognize areas of strength and may identify recommendations for professional growth.
- i. The Evaluator shall deliver a signed copy of the Summative Evaluation report including a copy of the Rubrics Summary Report with ratings recorded for each element to the Educator face-to-face, by email or to the Educator's school mailbox no later than or **May 31st**.

- j. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by **May 15th**.
- k. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by **June 1st**.
- l. During the meeting on the Summative Evaluation report and upon mutual agreement, the Educator, who is rated proficient or exemplary, and the Evaluator may review the Self-Assessment for the following Evaluation cycle and may develop the Self-Directed Growth Plan for the following two years.
- m. The Educator shall sign the final Summative Evaluation report by **June 1st**. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- n. Prior to the next school year, the Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- o. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

- a. Educator Plans shall be designed to provide Educators with feedback for professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- b. The Educator Plan shall include, but is not limited to:
 - i. One goal related to improvement of practice tied to one or more Performance Standards;
 - ii. One goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions may include specified professional development and/or learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- c. It is the Educator's responsibility to make progress towards attaining the goals in the Plan and to participate in any trainings, learning activities and professional development in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

- a. The Developing Educator Plan is for all Educators without PTS.
- b. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

- a. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall summative rating of proficient or exemplary. A formative evaluation report is to be completed by **May 31st** of the first year of the plan. The summative evaluation report is to be completed by **May 31st** of the second year of the plan.
- b. When guidance from DESE regarding impact on student learning, growth and achievement is available, the details of a One-year Self-Directed Growth Plan will be negotiated and implemented the following school year.

18. Educator Plans: Directed Growth Plan

- a. A Directed Growth Plan is for an Educator with PTS whose overall rating is needs improvement.
- b. The goals in the Plan must address areas identified as needing improvement as stated in the previous Summative Evaluation.
- c. The Evaluator shall complete a summative evaluation for the Educator by **May 31st**.
- d. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a **Two Year** Self-Directed Growth Plan for the next Evaluation Cycle.
- e. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

- a. An Improvement Plan is for an Educator with PTS whose overall summative rating is unsatisfactory.
- b. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for no less than the time period defined in section 2,g,iv and no more than of one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins provided the activities are agreed to by the Evaluator, Educator and if desired by the Educator, an Association representative.
- c. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator in the Plan.

- i. An Educator on an Improvement Plan shall be assigned a Primary Evaluator (see definitions). The Primary Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- d. Any changes to an Improvement Plan require a conference with the Educator and if appropriate, representation from the Association.
- e. The Improvement Plan process shall include:
 - i. Within **ten** school days of completion of the summative evaluation where the overall rating is unsatisfactory, the educator shall complete a Self-Assessment. The Evaluator shall schedule a meeting with the Educator and, if requested by the Educator, an Association representative to discuss the Summative Rating, the completed Self-Assessment and to identify specific areas for improvement.
 - ii. No later than **three** days before the last school day, the educator shall meet with the Evaluator to develop the goals and the Improvement plan. If requested by the Educator, an Association Representative may be present at this meeting.
 - iii. The Human Resources Director will notify the President of the Association and the Superintendent of any educator being placed on an Improvement Plan. The Educator may request that a representative of the Association attend any meeting(s) in regards to the Improvement Plan as the Educator's representative.
- f. The Improvement Plan shall:
 - i. Define the problem(s) of practice identified through observations and the summative evaluation;
 - ii. Define the improvement goals directly related to the performance standard(s) that need to be addressed;
 - iii. Describe the activities and work products the Educator must complete as a means of improving performance;
 - iv. Describe the assistance that the district will make available to the Educator and the connection to the improvement goals;
 - v. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - vi. Detail the intended timeline for completion of each component of the Plan, including at a minimum, four formative assessment reports of the relevant standard(s) and indicator(s);
 - vii. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator;

- viii. Include the signatures of the Educator, Supervising Evaluator and, if appropriate, an Association representative.
- g. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- h. Decision on the Educator's status at the conclusion of the Improvement Plan.
- i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - a. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - b. If the Evaluator determines that the Educator has improved his/her practice to the level of Needs Improvement, the Educator will be placed on a Directed Growth Plan.
 - c. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines (Dates in *italics* are provided as guidance)

[illegible]

21. Career Advancement

In order to attain Professional Teacher Status, the Educator shall achieve ratings of proficient or exemplary on Performance Standard I and II on their most recent evaluation. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by **May 31st**. The principal's decision is subject to review and approval by the superintendent.

After all employees have been evaluated under this system, the district and the association will bargain with respect to potential career ladder for educators.

22. Rating Impact on Student Learning Growth

DESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. The parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation. The parties agree to bargain with respect to this matter.

24. Using Staff feedback in Educator Evaluation

DESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation. The parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- a. If an employee is PTS and they chose an observation for the 12/13 school year and they were rated "Has met the standards of effective teaching", they would start a 2 year self-directed plan at the start of the 13/14 school year.
- b. If an employee is PTS and they chose an observation for the 12/13 school year and they were rated "Has not met the standards of effective teaching", they would start a 1 year directed plan at the start of the 13/14 school year.
- c. If an employee is PTS and in the 12/13 school year they were in the first year of goals, and they have made progress on those goals, they will start the 13/14 school year in the second year of a 2 year self-directed plan.

- d. If an employee is PTS and in the 12/13 school year they were in the first year of goals, and they have not made progress on those goals, they will start the 13/14 school year in a 1 year directed plan.
- e. If an employee is PTS and in the 12/13 school year they were in the second year of goals, and they have made progress on those goals, they will start the 13/14 school year in the first year of a 2 year self-directed plan.
- f. If an employee is PTS and in the 12/13 school year they were in the second year of goals, and they have not made progress on those goals, they will start the 13/14 school year in a 1 year directed plan.
- g. The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- a. Only Educators who are licensed may serve as primary evaluators of Educators.
- b. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- c. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- d. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator and, if requested by the Educator, an Association representative. The Evaluator may attend any such meeting at the discretion of the superintendent.
- e. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first five years of implementation and recommend adjustments to the parties. The recommended adjustments will be reduced to writing, for the purpose of bargaining. Nothing shall prevent the parties from agreeing to make changes based on the recommendations during the life of the contract. Any changes shall be reduced to writing and signed by

the parties.

- f. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance
- g. Substantial compliance shall refer to a situation where the process has resulted in a fair evaluation although there may have been procedural misstep(s), such as a minor procedural error(s), or missed deadlines, that do not materially impact the fairness of the evaluation; that type of missed deadline(s) and/or misstep(s) should not undo an otherwise fair evaluation process.

**FOR THE FRAMINGHAM SCHOOL
COMMITTEE**

DATE

**FOR THE FRAMINGHAM TEACHERS
ASSOCIATION**

DATE

INDEX

2015-18 UNIT A CONTRACT

26	Administration-School Committee Association Conferences
24	Adoption
28	Agency Service Fee
47	Aide Request Form
4	Application, Acknowledgement of
17	Athletic Coaches
10	Class Size
32	Classroom Supplies
15	Communication
44	Competence, Appendix B
26	Curriculum Revision
16	Department Heads
45	Discipline List, Appendix D
27	Dues Deduction
28	Duration
29	Employer Contribution to Benefit Plans
21	Extended Leaves of Absence
18	Faculty Advisory Committees
48	FHS Schedule, Addendum
49	Framingham Evaluation Instrument, Appendix E
3	Grievance Procedure
14	High School Graduation
25	In-Service Program
26	Instructional & Professional Development Committee
29	Jury Duty Pay
14	Lunch Break
23	Maternity Leave of Absence
27	MTA Annual Meeting
2	Negotiation Procedure
15	No Strike
11	Non-Teaching/Responsibilities/ Duties
32	Nurse Delegation
29	Orderly Retirement Incentive Plan
5	Orientation of New Teachers
28	President of FTA
27	Professional Day

14	Protection
45	Recall Procedures, Appendix C
2	Recognition
22	Sabatical Leaves
4	Salaries
37,38,39	Salary Grid
33	Salary Schedule, Appendix A
27	School Committee Rights
71	School Nurse Evaluation
20	Sick Leave
30	Sick Leave Buy Back Program
74	Signatures FTA and School Committee
17	Specialists and Special Programs
33	Specific Requirements
42, 43	Stipend Grid
40,41	Stipends Non Grid
25	Summer School
16	Summer School, Evening School, Federal Positions
36	Supermax Step
5	Teacher Assignment
4	Teacher Employment
5,49	Teacher Evaluation
18	Teacher Facilities
28	Teacher Information
15	Teachers' Supply Request
19	Temporary Leaves of Absence
6,7,8,9,10	Transfers, Reduction in Force, Recall
30	Tuition Reimbursement
19	Use of School Facilities
12	Vacancies in Positions
28	Waiver Provisions
14	Workers Compensation
12	Workload
32	Workshop Reimbursement for Non License Positions

FOR THE FRAMINGHAM SCHOOL
COMMITTEE

Donald C. Joyland III
J. H. Sh...
C. Kelly
Beverly Hugo
E. L. ...
W. M. ...
Ruth Munnally

12/1/15

DATE

FOR THE FRAMINGHAM TEACHERS
ASSOCIATION

Linda Renault
Sarah M. Ples
M. H...
S. M...
Marie Davis
M. S...
L. K. ...

11-13-15

DATE