

Unit T Summary of changes to the 2018-2021 Collective Bargaining Agreement (CBA) changes/updates as referenced in the Memorandum Of Agreement (MOA)

1. Update dates in Agreement
2. Changes in Appendix A Salary Schedule:
 - retroactive increases from 9/1/18, 1%; 9/1/19, 2%; 9/1/20, 2%.
 - Edits to titles of positions on salary charts; Interventionists Aides and Tutors that were referenced in a side letter are incorporated into the Agreement and added to salary charts
 - Supermax improved to allow # of years in FPS to determine eligibility
3. Recognition: states the names of positions in this bargaining unit, some titles are changed.
4. Holidays: increase the # of holidays on the list used to designate as paid holidays, from 14 to 16.
 - Increase the # of paid holidays- 11 in 2018-19, 12 in 2019-20 and beyond.
5. Sick Leave: Increase the # of sick days that can be designated for illness of family member, from 8 to 10
 - Notice that if 10 or more sick days are used or a pattern of use exists, FPS may investigate for possible abuse of sick leave.
6. Bereavement Leave: change from use of consecutive calendar days to work days
 - May use up to 2 days/calendar year bereavement leave for a significant person in employee's life, it will be deducted from employee's accrued sick leave
 - Ability to request additional leave, if needed.
7. Evaluation: new language re: evaluation process added to Appendix B
8. Reduction In Force (RIF): will be done by seniority in job title and language serviced if a bona fide need exists, transfer will be used where possible.
9. Delete Maternity Leave language, replace with Parental Leave to provide benefits to any parent in addition to birth parent.
 - Allowed up to 40 consecutive work days leave, with pay for all or part if employee uses accrued sick time
 - Allowed to extend leave for remainder of school year, and allowed a 2nd year leave for same child
 - Work days used do not extend from end of one school year into the start of the next school year.
10. Transfer: Adds new section of language to allow process for employee to notify district of their interest in transferring for the following school year. Outlines involuntary transfer process.

11. Education Reimbursement: new title was "Tuition Reimbursement": expands reimbursement amount to also cover fees, books and/or other reading materials, rather than just tuition costs.
 - Employee may submit multiple requests for reimbursement per year per guidelines outlined.
12. Sick Leave Buy Back:
 - for each unused sick day over 100, the amount paid to an employee increases from \$90. to \$100.
 - for a maximum # of 70 days, (was 60).
 - Maximum amount of \$ paid is \$7,000. with exceptions
 - Employee can designate beneficiary
13. Hours: all full time employees, except pre-school will have more time added to their work day
 - 2019-20 school year add 30 min. to work day paid at employee's pro-rated rate.
 - Those assigned to middle and high school, will add 15 minutes before the day and 15 min. at end of day for 30 min. total
 - Employees at elementary schools will work an additional 15 minutes to match the student day and have another 15 minutes added, for 30 min total. This time may be split up or assigned before school and/or after.
 - 2020-21 school year, employees at elementary schools will have an additional 15 minutes added to their 2019-20 work day, for 45 minutes total. Additional time will allow 15 min. before the day and 15 min. at the end of the day and employees to be present for the entire student day.
14. Workload: provides up to 90 min. to complete mandatory trainings
 - Establishes joint committee to collect and assess data re: substitute coverage
 - Incorporates language re: additional \$ for sub coverage that was previously agreed to.
15. Adoption: this Article is deleted, because it is covered in the Parental Leave language
16. Workers Compensation: added language to make employees aware of this benefit.
17. Negotiation Procedure: Outline process of negotiations and protection from reprisals.
18. Extended Leave of Absence: Outlines leave of absence provisions and process from position for an extended period of time for Military, family illness, personal illness, and leaves for other reasons.
19. Appendix B Evaluation Process and Instrument: Adds new language re: the procedure used in eval.

FRAMINGHAM SCHOOL COMMITTEE

AND

FRAMINGHAM TEACHERS ASSOCIATION

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Framingham School Committee (“Committee”) and the Framingham Teachers Association, Framingham Education Support Personnel Unit, Unit T (“Association”).

WHEREAS, the Committee and the Association are parties to a Collective Bargaining Agreement for the period of September 1, 2015 through and including August 31, 2018; and,

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of September 1, 2018 through and including August 31, 2021;

NOW, THEREFORE, in consideration of mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. **Prior Agreement**

The Collective Bargaining Agreement in effect for the period September 1, 2015 through and including August 31, 2018, shall be in full force and effect for the period September 1, 2018 through and including August 31, 2021, except as modified by this **MEMORANDUM OF AGREEMENT**.

2. **APPENDIX A** Add new language to existing language:

Effective the 2018-2019 school year, no new employee will be hired as an Interventionist Teacher or Interventionist Aide but rather as an Interventionist.

Effective the 2018-2019 school year, all current Interventionist Aides as well as any and all new Interventionists will be paid on a pay scale that is the same as the pay scale of the Special Education Assistant Teachers. Effective the 2018-2019 school year, all current Interventionist Aides will step on the next step which shall afford the current Interventionist Aides an increase in pay per the pay scale designated in Appendix A.

Effective the 2018-2019 school year, all current Interventionist Teachers will remain on the pay scale designated for Interventionist Teachers in the 2015-2018 collective

bargaining agreement and will not advance in steps until such time that they move into an equivalent Interventionist step on the Interventionist pay scale. All current Interventionist Teachers will receive the negotiated increase in the 2018-2021 collective bargaining agreement.

Effective September 1, 2018, increase the salary schedule by one percent (1%).

Effective September 1, 2019, increase the salary schedule by two percent (2%).

Effective September 1, 2020, increase the salary schedule by two percent (2%).

Special Education Assistant Teachers, Language Program Assistant Teachers, Interventionists						
	Step	8/31/2018	9/1/18 (1%)	9/1/19 (2%)	9/1/2020 (2%)	
	1	\$23.61	\$23.85	\$24.32	\$24.81	
	2	\$24.32	\$24.56	\$25.05	\$25.56	
	3	\$24.96	\$25.21	\$25.71	\$26.23	
	4	\$25.71	\$25.97	\$26.49	\$27.02	
	5	\$26.77	\$27.04	\$27.58	\$28.13	
	6	\$27.30	\$27.57	\$28.12	\$28.69	
	7	\$28.12	\$28.40	\$28.97	\$29.55	
	8	\$28.97	\$29.26	\$29.84	\$30.44	
	9	\$29.85	\$30.15	\$30.75	\$31.37	
	10	\$30.74	\$31.05	\$31.67	\$32.30	

Supermax 1 = twelve (12) years = \$500

Supermax 2 = sixteen (16) years = \$1,000

Supermax 3 = twenty (20) years = \$1,500

Language Program Aides: Bilingual & ESL; Library Assistants; Special Education Aides; Classroom Aides						
	Step	8/31/2018	9/1/18 (1%)	9/1/19 (2%)	9/1/2020 (2%)	
	1	\$19.04	\$19.23	\$19.62	\$20.01	
	2	\$19.99	\$20.19	\$20.59	\$21.01	
	3	\$21.20	\$21.41	\$21.84	\$22.28	
	4	\$21.84	\$22.06	\$22.50	\$22.95	
	5	\$22.66	\$22.89	\$23.34	\$23.81	
	6	\$23.14	\$23.37	\$23.84	\$24.32	
	7	\$23.82	\$24.06	\$24.54	\$25.03	
	8	\$24.53	\$24.78	\$25.27	\$25.78	
	9	\$25.27	\$25.52	\$26.03	\$26.55	
	10	\$26.03	\$26.29	\$26.82	\$27.35	

Supermax 1 = twelve (12) years = \$500
Supermax 2 = sixteen (16) years = \$1,000
Supermax 3 = twenty (20) years = \$1,500

Interventionist Teachers						
	Step	9/1/2017	9/1/18 (1%)	9/1/19 (2%)	9/1/2020 (2%)	
	1	\$26.84	\$27.11	\$27.65	\$28.20	
	2	\$27.65	\$27.93	\$28.49	\$29.05	
	3	\$28.48	\$28.76	\$29.34	\$29.93	
	4	\$29.33	\$29.62	\$30.22	\$30.82	
	5	\$30.21	\$30.51	\$31.12	\$31.74	
	6	\$31.12	\$31.43	\$32.06	\$32.70	
	7	\$32.05	\$32.37	\$33.02	\$33.68	
	8	\$33.01	\$33.34	\$34.01	\$34.69	
	9	\$34.00	\$34.34	\$35.03	\$35.73	
	10	\$35.02	\$35.37	\$36.08	\$36.80	

Supermax 1 = twelve (12) years = \$500
Supermax 2 = sixteen (16) years = \$1,000
Supermax 3 = twenty (20) years = \$1,500

Notes:

A Supermax step 1 shall be created for any Unit T employee who has spent twelve (12) years of continuous service within the Framingham Public Schools. The aforementioned Unit T employee shall be paid in a lump sum payment on the first paycheck after their anniversary date or date of hire if the employee has had uninterrupted service in a position that was subsequently recognized by the association in the amount of five hundred dollars (\$500). This Supermax step 1 will be paid annually until the employee reaches Supermax step 2.

A Supermax step 2 shall be created for any Unit T employee who has spent sixteen (16) years of continuous service within the Framingham Public Schools. The aforementioned Unit T employee shall be paid in a lump sum payment on the first paycheck after their anniversary date or date of hire if the employee has had uninterrupted service in a position that was subsequently recognized by the association in the amount of one thousand dollars (\$1000). This Supermax will be paid annually until the employee reaches Supermax step 3.

A Supermax step 3 shall be created for any Unit T employee who has spent twenty (20) years of continuous service within the Framingham Public Schools. The aforementioned Unit T employee shall be paid in a lump sum payment on the first paycheck after their anniversary date or date of hire if the employee has had uninterrupted service in a position that was subsequently recognized by the association in the amount of one thousand five hundred dollars (\$1500). This Supermax 3 will be paid annually as long as the Unit T employee is employed under this contract.

3. **ARTICLE 1 RECOGNITION** Make changes in bold:

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a Unit consisting of all Special Education Aides, ~~and~~ Classroom Aides, Special ~~Needs Teacher Assistants~~ **Education Assistant Teachers in the Special Education Department**, Language Program Assistant Teachers, Language Program Aides, Library Assistants, ~~and Interventionists and current Interventionist Teachers~~.

4. **ARTICLE 6 HOLIDAYS** Replace Article with the following:

Effective the 2018-2019 school year, all Unit T employees covered by this Agreement shall be paid for eleven (11) out of the following sixteen (16) holidays:

**New Year's Eve Day
New Year's Day
Martin Luther King Jr's Birthday
Good Friday
Memorial Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
President's Day
Patriot's Day
Labor Day
Rosh Hashanah
Yom Kippur**

Upon the ratification of this Agreement, representatives of the Association and the School Committee shall meet to decide upon the eleven (11) paid holidays for the 2018-2019 school year.

Effective the 2019-2020 school year, all Unit T employees covered by this Agreement shall be paid for twelve (12) out of the aforementioned sixteen (16) holidays.

Each year hereinafter, after the Committee establishes the school calendar for the following year, representatives of the Association and the Committee shall meet to decide upon the twelve (12) paid holidays for the next school year.

5. **ARTICLE 7 SICK PAY** Make changes in bold:

H. Absences, not to exceed ~~eight (8)~~ **ten (10)** 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 ~~assistant teacher~~ **Unit employee** living in such ~~teacher's~~ **Unit T-employee's** immediate household requiring the ~~teacher's~~ **Unit employee's** presence.

I. **Every time** ~~An employee who~~ has worked for ninety (90) consecutive school days and has not used any sick time, including but not limited to the sick bank, family sick leave, **maternity or parental leave, or adoption leave**, within the aforementioned period, **they** shall be eligible to receive an additional one half (1/2) personal day.

J. **The appearance of a pattern of abuse and/or the accrual of ten (10) or more sick days may lead to an investigation for possible abuse of sick time. Abuse of sick leave can lead to disciplinary action.**

K. **Sick leave may be taken in one (1) hour increments at discretion of the building principal or administrative designee, provided that adequate coverage can be maintained.**

6. **ARTICLE 8 TEMPORARY LEAVES OF ABSENCE** Make changes in bold:

A. Death in the immediate family: Full time employees shall be allowed a period of up to five (5) ~~consecutive calendar working~~ days absence, exclusive of Sundays and legal holidays, at the discretion of the bereaved member, without loss of pay, when there is a death in their 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, stepchildren, and families with two mothers or two fathers. In the case of Gay/Lesbian employees, the immediate family also includes their partner and partner's parents and children. In the case of unusual circumstances not covered by the above, additional time off with pay may be requested and granted by the Superintendent **or designee. Up to two (2) days per calendar year may be deducted from a Unit T employee's sick time and used for bereavement leave on behalf of any person significant to the Unit T employee's life. In the case of unusual circumstances, an employee may request additional time off with pay, not to exceed five (5) working days, from the Superintendent of Schools or designee. The determination of the Superintendent or designee concerning such additional days shall be final and shall not be subject to the grievance and/or arbitration provisions of the Agreement.**

7. **ARTICLE 12 EVALUATION** Make changes in bold:

D. The evaluation **process and** instrument shall be attached to this Agreement and incorporated by reference as Appendix B.

8. **ARTICLE 17 REDUCTION IN FORCE** Add new provision:

F. **Effective September 1, 2018, in the event of a reduction in force, such reduction will be determined by seniority in each job title and language serviced (i.e., Spanish, Portuguese) where a bona fide district need exists, provided that prior to a reduction every effort will be made to avoid such a reduction through a transfer.**

9. **ARTICLE 19 PARENTAL MATERNITY-LEAVE OF ABSENCE** Replace current Article with the following:

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

~~Employees shall have the following options:~~

- ~~1. An eight (8) consecutive calendar week's leave of absence which shall include the date of delivery; provided such leave commences prior to April 1. Leaves commencing after April 1 shall be for the balance of the school year.~~
- ~~2. Unless she has been laid off pursuant to the provisions of Article 17, above, the employee shall return to work the September 1 following the termination of the pregnancy, except if the pregnancy is terminated during June, July or August, the employee can elect to return the September 1 following the child's first birthday. The employee shall notify the Personnel Office in writing which option she is electing at least three (3) weeks prior to the anticipated departure. The leave will be granted to commence as of the date requested. A physician's statement giving the approximate date of delivery is to accompany each request for maternity leave of absence.~~
- ~~3. A second consecutive school year's leave of absence for the same pregnancy shall be granted, provided the employee makes such request by the March 1st preceding the school year for which the leave is requested. Employees on a maternity leave of absence will notify the Personnel Office in writing by March 1 of each year whether or not they intend to return to work for the next school year.~~
- ~~4. Seniority will be maintained but not accrued during any total period of continuous maternity or pregnancy leave in excess of twelve calendar months if due to the same pregnancy.~~

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

- ~~1. Accrued sick leave may only be utilized for that portion of the maternity leave in which the employee was physically disabled from working.~~
- ~~2. The employee must furnish a physician's certificate that she was physically disabled during the period in which she seeks to utilize accrued sick leave. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had she been working.~~

C. ~~Rights. The School Committee shall not be required to restore an employee on~~

~~maternity leave to her previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.~~

~~D. Insurance. Employees 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 employee to produce a medical certificate that she is physically able to resume her work before returning to work.~~

~~F. In addition to the leaves, cited above, employees may be eligible for the leave under the Family Medical Leave Act of 1993. (See Appendix for reference purposes only.)~~

A. General. Any Unit T employee may apply for a parental leave of absence. An employee shall be granted an absence from employment for the purpose of parental leave, which shall include leave for the purpose of giving birth to and/or rearing a newly born infant or for the placement of a child under the age of 18, or under the age of 23 if the child is disabled, for adoption, surrogacy, or foster or court ordered placement.

Employees shall have the following options:

- 1. The employee may take a leave of absence of forty (40) consecutive work days or the remainder of the school year, whichever comes first, which shall include the date of delivery or termination of pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement, provided that in the case of adoption, surrogacy, or foster or court ordered placement an employee may use up to five (5) of these days prior to the aforementioned date. The following do not count as work days: holidays, weekends, school cancellations and school breaks during the school year. The employee shall notify the Office of Human Resources in writing if this is the option she is they are electing at least two (2) months weeks 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 and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement. In addition, if the aforementioned occurs during the summer break, the employee can elect to return on the first day of the school year one (1) full school year following the event or take a leave of absence up to and including the number of consecutive work days needed to reach the equivalent 40 week days from the event. For example, if the qualifying event occurs 17 weekdays prior to the first teacher work day of the academic year, then the employee can elect to take a leave of absence of up to and including 23 consecutive work days. If the employee elects to return one (1) full school year following the event, the employee shall notify the Office of Human Resources in writing if this is the option ~~she is~~ they are 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 and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement shall be granted, provided the employee makes such request by the March 1 preceding the school year for which the leave is requested.
4. Seniority will be maintained but not accrued during any total period of continuous parental leave in excess of twelve calendar months if due to the same pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement.

B. Sick Leave. An employee on parental 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 workdays for employees whose equivalency is 1.0. It is understood that for ten (10) month employees the forty (40) consecutive workdays shall not extend over summer break and into fall.

2. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had they 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 forty (40) consecutive workdays of paid parental leave.

C. Rights. The Committee shall not be required to restore an employee on parental leave to their 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 parental leave; provided, however, that such employee on parental leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

D. Insurance. Unit T employees 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 when billed by the City of Framingham Human Resources, payable to the City of Framingham. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.

F. The provisions of this Article shall be limited to one (1) parent if both parents are bargaining unit T employees. It is understood that the parents may decide to divide the aforementioned benefit not to exceed a total of forty (40) consecutive workdays of accrued sick time.

G. Employees may be eligible for additional benefits under the Family Medical Leave Act (FMLA) as well as the law of the Commonwealth of Massachusetts

10. ARTICLE 20 TRANSFER Make all the current language provision "A." Add new section.

B. A Unit T employee who is interested in voluntarily transferring to another Unit T position shall notify the Office of Human Resources via TalentEd, or another district-determined electronic means, by March 1 of a current school year of the Unit T employee's interest to change a position for the following school year only. Such request will not guarantee that the aforementioned request shall be granted. If the request is not granted, the request shall be deemed withdrawn.

C. The Association and the Committee recognize that the needs of students may make involuntary transfers necessary from time to time. In cases where an involuntary transfer is required, the District reserves the right to have the needs of students guide any transfer decisions, but consideration will be given to professional background, experience, and training in all involuntary transfers. Anyone subject to an involuntarily transfer shall be given as much notice as possible. An involuntary transfer will be made only after a meeting takes place among the Unit T employee involved, an Association representative if requested by the Unit T employee, and an administrator, at which time the Unit T employee will be notified of the reasons for the transfer. Every effort will be made to preserve the Unit T employee's number of hours and pay unless said employee agrees otherwise.

D. Should a Unit T employee be transferred, whether voluntarily or involuntarily, the District will exercise best efforts to inform said employee verbally and in writing of any transfer by the last day of school, though both the Association and the Committee recognize that unforeseen circumstances may result in changes and transfers over the summer.

11. ARTICLE 28 TUITION-EDUCATION REIMBURSEMENT Make changes in bold:

A. The Committee shall allocate seven thousand five hundred dollars (\$7,500.00) for the purpose of reimbursing Unit ~~members~~ **employees** for **fees**, tuition costs, **books and/or reading materials** related to satisfactorily completed credit courses taken at a degree granting institution accredited by the U.S. Department of Education.

~~Effective September 1, 2015, \$7500, which the Committee has previously allocated for the purpose of reimbursing Unit T members for tuition costs, will instead be available to cover the fingerprinting costs of all Unit T employees 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 15, 2016. All new Unit T employees, those who are not employed by the District as of the time when this Agreement is executed, shall be responsible for the cost of fingerprinting and any other associated costs.~~

~~Effective September 1, 2016, each Unit T employee shall be eligible for up to \$600 per academic year under this Article.~~

~~The procedure for awarding course reimbursement will be mutually agreed upon by the union and the School Committee.~~

B. ~~Effective the 2019-2020 school year, Upon ratification, each Unit T employee shall be eligible for up to six hundred dollars (\$600) individual allotment per academic year. To meet the six hundred dollars (\$600) limit, an employee shall be eligible to make multiple reimbursement submissions until May 1. If there are funds remaining after May 1, each Unit T employee shall be eligible to submit by May 15 additional requests for reimbursement for subsequent course(s) up to an additional six hundred dollars (\$600). Should the number of requests between May 1 and May 15 exceed the amount of funds remaining, the remaining funds will be divided proportionally among all Unit T employees who have submitted for additional reimbursements between May 1 and May 15. If a course is completed after May 1, the Unit T employee can apply for reimbursement per the provisions of this Article out of the following academic year's fund. The parties agree to review this process at the end of the 2019-2020 school year.~~

12. **ARTICLE 31 SICK LEAVE BUY BACK PROGRAM** Make changes in bold:

D. For every sick day beyond one hundred (100), the employee will be paid the amount of ~~ninety dollars (\$90.00)~~ **one hundred dollars (\$100.00)** for each unused sick day up to a maximum of ~~sixty (60)~~ **seventy (70)** days, unless the employee uses more than ~~seventeen (17)~~ **ten (10)** sick days after notification of intent to retire in which case the amount paid will be ~~eighty (\$80.00)~~ **ninety (\$90.00) dollars. However, use of sick days in excess of ten (10) days shall be waived, if used for a medically documented reason.**

E. The maximum cap of this benefit is ~~five seven thousand dollars (\$5,000.00)~~ **(\$7,000.00)**, except that it will remain ~~four six thousand dollars (\$4,000.00)~~ **(\$6,000.00)**, per employee in the event the Unit T employee uses more than ~~ten seventeen (17)~~ **(10)** sick days after notification of intent to retire.

G. Should a Unit T employee die from the date of their notification and the last day of school, the money owed under this Article shall be paid to their estate unless a

beneficiary is designated by the Unit T employee.

13. **ARTICLE 32 HOURS** Make current language "A." Add new section:

B. Effective the 2019-20 school year, all full time Unit T employees, with the exception of those Unit T employees employed by the pre-school, will be required to have thirty (30) additional minutes added to their workday, with the intent of supporting students. Such minutes will be compensated at the Unit T employee's prorated rate.

Those Unit T employees assigned to the middle school and high school shall have the additional thirty (30) minutes designated as fifteen (15) minutes prior to the bell at the beginning of the student day and fifteen (15) minutes after the bell at the end of the student day.

Those Unit T employees assigned to the elementary school will add an additional fifteen (15) minutes to align with the elementary student instructional day. The remaining additional fifteen (15) minutes will be scheduled by the principal as prior to the bell at the beginning of the student day or after the bell at the end of the student day. The fifteen (15) minutes may also be split into an amount of time in the morning prior to the bell and an amount of time in the afternoon after the bell. If the aforementioned time is split, it will be determined by the principal in each school. Once the structure of these 15 minutes is established, the time will be assigned uniformly in each individual school.

Effective the 2020-2021 school year, Unit T employees assigned to the elementary schools shall be scheduled to add an additional fifteen (15) minutes to their 2019-2020 workday as indicated above. This will allow their workday to align with the student day and begin fifteen (15) minutes prior to the bell at the beginning of the student day and extend fifteen (15) minutes after the bell at the end of the student day. This would extend the elementary employee day by forty-five (45) minutes from the 2018-2019 workday.

14. **ARTICLE 33 WORKLOAD** Make all the current language provision "A". Add new provisions.

B. The District shall provide up to ninety (90) minutes to complete electronically the mandatory trainings during the three (3) hours dedicated to Convocation.

C. A Joint Committee shall be established to collect and assess data regarding substitute coverage during the term of this Agreement. The Joint Committee shall report its recommendations to the Committee or its designee by September 30, 2020.

D. Substitute coverage: Effective December 19, 2016, Unit T employees shall be compensated at a rate equal to five dollars (\$5) for working in increments of thirty (30) minutes when covering a class due to a teacher's absence. It is further agreed if the Unit T employee covers a a class due to the absence of a teacher, they shall be paid in an amount equal to five dollars (\$5) if they work any part of the thirty (30) minute increment. (side letter dated 12/19/2016)

15. **ARTICLE 34 ADOPTION** Delete article. Renumber remaining articles. Article 35 RECALL now becomes Article 34

16. **ARTICLE 35 WORKER'S COMPENSATION** Add new article.

All Unit T employees are covered by workers' compensation. A Unit T employee who is collecting workers' compensation may use accumulated sick leave to make up the difference, if any, between the Unit T employee's regular pay and the workers' compensation payments allocated to lost time. The Office of Human Resources shall provide assistance to a Unit T employee in communicating with representatives of Workers Compensation.

17. **ARTICLE 36 NEGOTIATION PROCEDURE** Add new article.

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 Unit T employee within five (5) days after being employed. Alternatively, this Agreement may be posted online.

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.

18. **ARTICLE 37 EXTENDED LEAVES OF ABSENCE** Add new Article.

A. Military leave will be granted to any Unit T employee who is called to active duty from reserve, inducted, or enlists in any branch of the armed forces of the United States. Upon return from such leave a Unit T employee will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence up to a maximum of two (2) years. Seniority will be maintained and accrued under this leave.

B. 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 their designee for the purpose of caring for a sick member of the Unit T employee'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 their designee. Seniority will be maintained but not accrued under this leave.

C. Any Unit T employee 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 Unit T employee be re-employed at a future date, all benefits related to seniority and service will be restored after a year of satisfactory service. Seniority will not accrue under this leave.

D. Other leaves of absence without pay may be granted by the Superintendent of Schools or their designee. Seniority will be maintained but not accrued under this leave.

E. Seniority will be maintained but will not accrue during any leave granted by the Superintendent of Schools or their designee for the purpose of permitting a Unit T employee to explore or pursue an alternate career.

F. All benefits to which a Unit T employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, will be restored to them upon their return, and they will be assigned to the same position, or one substantially equivalent to the one held at the time said leave commenced.

G. All requests for leaves must be applied for in writing on or before March 1 preceding the school year for which the request is made. 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.

19. APPENDIX B EVALUATION PROCESS AND INSTRUMENT Delete current language and replace with the following:

1. All parties agree that all evaluations shall be done via a paperless electronic system as determined by the Office of Human Resources. Training will be provided to unit T employees. A paraeducator will be granted, upon request, up to one (1) hour of non student contact time to upload evidence and/or otherwise access the paperless system.

2. On or before the second (2nd) Friday in September of each academic year, the Unit T's Principal and/or Framingham Public School Administrator (Principal, Vice-Principal, Director, and or Special Team Education/Evaluation Coordinator) (hereafter "Administrator") shall review the expectations for Unit T employees as well as the evaluation tool for the eight (8) categories to be evaluated.

In the event that an employee transfers to a new work location, or starts work after the 2nd Friday in September, this meeting shall be held within fifteen (15) school days. After said meeting but within five (5) days, the Administrator and the Unit T employee shall sign and date the evaluation form template to be used.

3. On or before the first (1st) Friday in February of each academic year, the Unit T employee will meet with an Administrator to review their performance. The Unit T employee will have the option of providing evidence on their performance of any of the Position Functions. This evidence must be considered by the Administrator.

Voluntary input may be sought from all educators with whom the Unit T employee works. If any of the aforementioned educators provide input, such input will be attributed to the source, be specific, and be directly related to the Position Functions of the Unit T employee.

4. The Administrator will complete the annual evaluation of the Unit T employee on or before the first (1st) Friday in March of each academic year. For each category that the Unit T employee is rated “needs improvement” or “unsatisfactory”, the Administrator will provide grounds to support this rating and specific targeted feedback.

5. The Administrator and Unit T employee will meet to review and discuss the electronic copy of the evaluation on or before the third (3rd) Friday in March of each academic year. Following the aforementioned meeting, the Unit T employee will have two (2) weeks to attach their comments and to sign the evaluation. The signature of the Unit T employee indicates receipt of the evaluation and does not indicate agreement with the evaluation. Evaluations will be placed in the Unit T employee’s personnel file.

6. Should there be concerns at any time about the Unit T employee’s performance, the Administrator will conduct an announced observation of at least fifteen (15) minutes-with the option of conducting a follow-up unannounced observation of at least fifteen (15) minutes.

7. In the event that a Unit T employee transfers to a new work location, or is out on an extended leave, the evaluation of the Unit T employee shall be completed not fewer than forty (40) consecutive workdays in the new location or not fewer than forty (40) consecutive workdays after the Unit T employee returns from leave.

8. Two (2) or more rankings of unsatisfactory or four (4) or more combined rankings of unsatisfactory and/or needs improvement will necessitate the creation of an Improvement Plan. An Administrator will meet with the Unit T employee and, if desired by the Unit T employee, a representative from the Association, to develop an Improvement Plan with input from the Unit T employee and the Association. The Unit T employee and Administrator shall come prepared to discuss areas of concern and suggestions for improvement. The final recommendations for areas of improvement shall rest with the Administrator.

Improvement Plans shall be in place on or before the first (1st) Friday in April of each academic year. An Administrator will complete a formal observation of a Unit T employee on an Improvement Plan on or before the first (1st) Friday in June of each academic year. By the second (2nd) Friday of June or by June 14th, whichever is sooner, the Administrator will meet with the Unit T employee to review progress.

If sufficient improvement has not been noted by the Administrator, a meeting to determine next steps will be held to include the Unit T employee, the Association, the building principal and any other director as requested by the Association or principal.