

AGREEMENT

BETWEEN THE

FRAMINGHAM SCHOOL COMMITTEE

AND THE

FRAMINGHAM ADMINISTRATORS ASSOCIATION

JULY 1, 2018 – JUNE 30, 2021

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AGREEMENT

This Agreement is made and entered into as of the first day of July, 2018 by and between the *Framingham School Committee* and the *Framingham Administrators Association*.

PREAMBLE

The School Committee of the City of Framingham (hereinafter “the School Committee”) and the Framingham Administrators Association (hereinafter “the Association”) recognize that the development of educational programs of the highest quality, for the benefit of the students and the City, is a common responsibility which can be best attained when each group utilizes the ability, experience, creativity and judgment of the other.

It is hoped that the consultation begun through professional negotiation will continue throughout the school year and that such dialogue will contribute to the betterment of public education in the City of Framingham.

ARTICLE I RECOGNITION

A. The School Committee recognizes the Association as the exclusive collective bargaining representative for the bargaining unit which consists of those classifications of administrative employees in the Framingham Public Schools that are listed on the Administrative Salary Schedules that are attached hereto.

B. The School Committee agrees not to negotiate with any organization other than the Association with respect to the wages, hours, and other conditions of employment of the Administrators in the aforesaid bargaining unit.

C. Any agreement reached between the School Committee and the Association with regard to changes in the wages, hours or other conditions of employment of the Administrators will be signed by both parties. Copies of the contract and any addenda thereto will be furnished by the School Committee to all Administrators upon request. In the event that the School Committee intends to change the job duties or responsibilities of an FAA Bargaining Unit position, it shall provide the

FAA with notice and the opportunity to bargain over the issue, including, but not limited to, the appropriate compensation for the position.

ARTICLE II
COMPENSATION

A. The Salary Schedules and the Advanced Study Increment Schedules for each bargaining unit position for the term of this Agreement are set forth in Appendix B, attached hereto. The following agreements have been reached concerning the Salary Schedules and Advanced Study Increments Schedules:

1. Across the board (“COLA”) increases shall be implemented on the Administrators Salary Schedule (Appendix B) as well as the Advanced Study Increments Schedule (Appendix B) on the following dates and in the following amounts:

1.	Retroactive to July 1, 2018	0.75%
2.	July 1, 2019	1.50%
3.	July 1, 2020	2.00%

2. In addition to the foregoing across the board salary increases, the FAA and the School Committee have agreed to increase the work year and base salaries of certain Administrative Bargaining Unit positions in order to create equity among those positions with similar job responsibilities. These increases are reflected on the attached new Administrators Salary Schedule (Appendix B).

3. The attached Administrators Salary Schedule (Appendix B) also includes five (5) Steps with a differential of two percent (2%) between Steps. FAA Members shall advance a Step on the Administrators Salary Schedule based upon their years of continuous service in the FAA’s Bargaining Unit at the following increments:

Step 1 (created 7/1/15)	Years 1 and 2 of Continuous FAA Service
Step 2 (created 7/1/15)	Years 3 and 4 of Continuous FAA Service
Step 3 (created 7/1/16)	Years 5 and 6 of Continuous FAA Service
Step 4 (created 7/1/17)	Years 7 and 8 of Continuous FAA Service
Step 5 (created 6/30/18)	Years 9 or more of Continuous FAA Service

In addition, in the event that an existing FAA Member accepts a promotional position, they shall advance to the next Step on the Administrators Salary Schedule for the new position that is greater than the Administrator's existing base salary.

4. In addition to positions that have been either added to, or modified on, the Administrators Salary Schedule as a result of any Interim Agreements that have been reached between the parties, the FAA and the School Committee agree to the following changes before the application of the July 1, 2018 0.75% base salary increase that is set forth in Paragraph A1 above:
 1. The Coordinator of School Attendance shall be added to the FAA's Administrative Bargaining Unit at a Step 1 base salary of \$78,000. As of July 1, 2018, the incumbent shall be placed at Step 1 of the Salary Schedule and Steps 2 – 5 shall be added with a differential of two percent (2.00%) between steps. The incumbent shall then be eligible to advance on the Administrators Salary Schedule in accordance with Article II, Section A3. The Job Description for the Coordinator of School Attendance is attached to this Agreement.
 2. The Bridge Program Coordinator position shall have its work year increased from 209 days to 228 days and shall be placed on the same position on the Salary Schedule as the Assistant Director of Bilingual Education. As of July 1, 2018, the incumbent shall be placed at Step 1 of the new Salary Schedule for the position and shall then be eligible to advance on the Administrators Salary Schedule in accordance with Article II, Section A3.
 3. The Clinical Care Coordinator position shall be added to the FAA's Bargaining Unit with a work year of 209 days and shall be placed on the same position on the Salary Schedule as the Work Study Coordinator. As of July 1, 2018, the incumbent shall be placed at Step 1 of the new Salary Schedule for the position and shall then be eligible to advance on the Administrators Salary Schedule in accordance with Article II, Section A3.

B. Any Administrator who serves in either a coaching or an extracurricular position shall receive the salary for that position that is provided for in the School Committee's contract with the Framingham Teachers Association. The current salaries

for those positions are set forth in Appendix D, attached hereto. In addition, the Administrator who is assigned the responsibility of overseeing and implementing the Access TV shall receive a stipend in the amount of twelve thousand dollars (\$12,000) which shall be paid in equal monthly installments of one thousand dollars (\$1,000).

C. Administrators will be paid on the basis of either twenty-one (21) or twenty-six (26) equal bi-weekly payments as the individual Administrator may elect. Those who elect the twenty-six (26) payment option will no longer be eligible for the lump sum payment of the twenty-second (22nd) through twenty-sixth (26th) bi-weekly payments. An Administrator may change their salary payment basis once each year provided their notification to the Office of Human Resources by the June 1st immediately preceding the school year for which the change is desired.

In those years in which fifty-three (53) Fridays occur between July 1 and the June 30 immediately following, the parties may agree that on the second Friday following the twenty-sixth (26th) payment, no payment will be made because the entire annual compensation will have been paid, or the parties may agree that total annual compensation be paid in twenty-seven (27) equal payments. In no event shall any Administrator receive total compensation in excess of that provided in the Contract between the Framingham School Committee and the Framingham Administrators Association.

D. All Administrators shall utilize direct deposit. Direct Deposit shall include paperless notification as well.

ARTICLE III **GRIEVANCE PROCEDURE**

A. A "grievance" is hereby defined to mean a complaint by an Administrator or a group of Administrators, or in the case of group or class grievances which affect the Association as a party to the contract, by the Association, based upon an alleged violation of this Agreement, or a dispute involving the meaning, interpretation or application thereof.

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

C. Failure at any step of this procedure to appeal the decision on a 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 administrators or is of a general nature or which affects the Association as a party to the contract may be submitted in writing to the Superintendent by the Association within two calendar weeks of the Association's knowledge of the occurrence upon which the grievance is based. The processing of such grievances shall commence at Level Three.

E-1. Except as stated in E-2 below, no matter pertaining to the grievance procedure shall be included in a unit member's personnel file unless so requested by the Unit member. Except as stated in E-2 below, all matters pertaining to any grievance shall be treated as confidential material and shall not be consulted in decisions regarding re-employment, promotion, assignment of transfer.

E-2. 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 processing of the grievance.

F. Grievances may be processed through Level Two by an individual Administrator or Administrators with or without representation by the Association. However the Association shall be advised of any such grievance and shall be permitted, if it so requests, to be heard at each level of any such grievance. The disposition of any such grievance shall be consistent with the provisions of this Agreement. Only the Association shall have the right to process grievances beyond Level Two.

G. LEVEL ONE

An informal settlement between the Administrator and their immediate supervisor will be attempted.

LEVEL TWO

An Administrator with a grievance, with or without the President of the Association or their designee, shall present the grievance to their immediate superior in writing within two (2) calendar weeks of the occurrence of the event upon which the grievance is based or of the date

when the aggrieved administrator or the Association had or should reasonably have had knowledge of that event, whichever is later.

LEVEL THREE

In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within two (2) calendar weeks, the grievance may be referred to the Superintendent of Schools. The Superintendent or their designee shall represent the School Committee at this level of the grievance procedure. Within two (2) calendar weeks after receipt of the written grievance by the Superintendent, they shall meet with the aggrieved employee and the said President or their designee in an effort to settle the grievance and shall submit a written answer to the grievance within two (2) calendar weeks after said meeting.

LEVEL FOUR

In the event that the grievance shall not have been disposed of at Level Three or in the event that a decision shall not have been rendered within two (2) calendar weeks after the Level Three meeting, the grievance may be referred in writing to the School Committee. Within two (2) calendar weeks thereafter, the School Committee shall meet with the Association's representatives in an effort to settle the grievance and shall submit a written answer to the grievance within two (2) calendar weeks after said meeting. However, notwithstanding the foregoing, if any grievance which deals with a subject matter over which the School Committee no longer has jurisdiction under the Education Reform Act is not resolved at Level Three, Level Four shall be bypassed and the unresolved grievance may be submitted directly to Level Five (arbitration) within four (4) calendar weeks after the Level Three meeting.

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 two (2) calendar weeks after the Level Four meeting, the Association may within two (2) calendar weeks thereafter refer 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 either to make any decisions prohibited by law or to add to, alter or modify this Agreement.

The decision of the arbitrator shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. This decision shall be final and binding on all parties.

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

ARTICLE IV **WORK DAY AND WORK YEAR**

A. The length of the work year for each bargaining unit position is set forth in Appendix B hereto.

B. It is recognized that the proper performance of administrative duties will normally require Administrators to work longer than the school day as established by the School Committee.

C. The current policy in regard to service on days when school is not in session will continue, unless there is good justification for a change. However, when a State of Emergency that includes the City of Framingham is declared by the Commonwealth pursuant to which citizens are required to stay off the roads (not equivalent to an essential employees only directive), no bargaining unit members shall be required to report to work and they shall not have their compensation or leave reduced in any way.

D. Twelve month administrators shall be allowed twenty-two (22) vacation days per year. All twelve month administrators may take up to ten (10) days of their vacation time between October 1 and May 31 with the approval of their appropriate supervisor. After serving fifteen (15) years in an administrative capacity in the District, twelve month administrators shall be allowed twenty-seven (27) vacation days per year.

E. Except as provided in Section H, no more than an Administrator's yearly entitlement of vacation days – i.e. twenty-two (22) or twenty-seven (27) days – may be

carried over to the following year. The maximum number of vacation days that an Administrator may accumulate at any one time is two (2) times their annual entitlement of either twenty-two (22) or twenty-seven (27) vacation days.

F. When a twelve month Administrator leaves the District with no greater number of unused vacation days than their yearly entitlement for that year, they shall be paid for all of their unused vacation days on their last day of employment. However, when a twelve month Administrator leaves the District with between 101% and 150% of the unused vacation days that they are permitted to accumulate under Section H, they shall be paid for all of their unused vacation days in two equal installments, with the first installment being paid on their last day of employment and the second installment being paid on the first anniversary thereof. When a twelve month Administrator leaves the District with an accumulation of more than 150% of the vacation days that they are permitted to accumulated under Section H, they shall be paid for all of their annual vacation days in three equal installments with the first installment being paid on their last day of employment and with the second and third installments being paid on the first and second anniversaries thereof.

G. All amounts due pursuant to Section F shall be calculated by multiplying the number of unused vacation days that an Administrator has accumulated by their per diem rate as of their last day of employment. The per diem rates shall be computed by the method described in Section I. In the event of the death of any active, former or retired Administrator before their receipt of all of the vacation money that is owed to them, the remaining amount due shall be paid to their designated beneficiary, next of kin or estate.

H. Notwithstanding the limitation on the accumulation of unused vacation days that is set forth in Section E, any Administrator who has more than the allowable number of unused vacation days in their accumulation account as of the date of execution of this Agreement shall be permitted to retain those excess days and to take them in the usual and customary way that such accumulated vacation days are taken. However, any such Administrator shall not be permitted to accumulate any additional vacation days until such time as their accumulated total has been reduced to the number permitted by Section E. Exceptions to this provision can only be authorized by the Superintendent of Schools.

I. At the discretion of the Superintendent, the work year of any member of the administrative bargaining unit may be extended beyond the number of days in the Administrator's contractual work year in order to enable the Administrator to complete the necessary work for their position for any given contract year. Any Administrator

whose work year is so extended by the Superintendent shall be compensated for each such additional work day at their per diem salary which shall be computed by dividing the sum total of their annual base salary, advanced study increment and, where applicable, Supermax Step for that year by the number of days in their contractual work year. Any such extra days shall be scheduled at the mutual convenience of the Administrator and their Director or Principal.

ARTICLE V
VACANCIES, PROMOTIONS and TRANSFERS

A. All vacancies within the bargaining unit shall be advertised as soon as they become known. The advertisement for an administrative vacancy shall list the qualifications, duties and compensation for the position.

B. The Association shall have the right to designate a representative (or more than one where the composition of a committee so warrants) for all screening committees and advisory committees that are established for reviewing the applicants for administrative vacancies.

C. In the event that the School Committee proposes to change any job responsibilities to an existing Administrative Bargaining Unit position, to create a new Administrative Bargaining Unit position or to eliminate an existing position, the School Committee shall provide the FAA with written notice and an opportunity to bargain before any such proposal can be implemented.

D. Should the School Committee elect to leave an Administrative Bargaining Unit position unfilled, the School Committee shall also bargain with the FAA concerning the performance of the job responsibilities of the unfilled position until the position is filled again.

E. The School Committee agrees to give consideration to the professional background and qualifications of Administrators from within the Framingham Public Schools who apply for an administrative opening. However, where it would prevent an Administrator from being reduced in rank, first preference in filling administrative vacancies shall be given to applicants from within the bargaining unit provided that they are qualified and certified for that particular position and provided further that they have had professional experience that is reasonably related to that of the position in question. For the purpose of this contract, it is agreed that administrative experience in an elementary school is reasonably related to administrative experience in a middle

school and vice-versa, and also that administrative experience in a high school is reasonably related to administrative experience in a middle school and vice-versa. The foregoing are intended to be examples only and are not necessarily the only types of administrative experience that may be considered as being reasonably related.

F. Although the School Committee and the Association each recognize that some transfer of Administrators from one school to another is unavoidable, they also recognize that frequent transfers are disruptive of the educational process and interfere with optimum performance. Therefore, they agree that the following principles shall be applicable to such transfers:

1. Administrators desiring a transfer may submit a written request to the Superintendent stating the assignment preferred. Under normal circumstances, any such request shall be renewed by the Administrator by June 1st each year. All such requests will be acknowledged in writing.
2. Whenever educationally advisable, volunteers will be transferred first.
3. If involuntary transfers are necessary, an Administrator's professional background and other qualifications will be considered in determining which Administrator is to be transferred. Administrators who are involuntarily transferred will, whenever possible, be transferred to a comparable position.
4. An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent or their designee at which time the Administrator will be notified of the reasons for the transfer.
5. No administrator with professional status (i.e. who has served in their position in the Framingham Public Schools for the three previous consecutive school years) will be involuntarily transferred to a school or position whose closing, consolidation or elimination has been voted by the School Committee except where such transfer will serve to prevent an Administrator with professional status from being reduced in rank.
6. Notice of all transfers will be given to Administrators as soon as practical and under normal circumstances not later than June 1.

ARTICLE VI
REDUCTION IN FORCE

A. The School Committee or the Superintendent or their designee shall provide the Association with notification of any proposed reduction or reorganization of positions in the bargaining unit prior to the School Committee meeting at which the proposed reduction or organization is formally presented. Prior to the School Committee's voting thereon, the Superintendent or their designee shall meet and confer with the Association on any such proposed reduction or reorganization and, only if the Association so requests within two working days thereafter, the School Committee shall thereafter also meet and confer with the Association on any such proposed reduction or reorganization.

B. Whenever a final decision is made to reduce the number of Administrators in the bargaining unit, every effort will be made to effectuate that reduction through normal attrition.

C. When it is not possible to effectuate a reduction through normal attrition and where there is more than one Administrator in a group that is to be reduced in size, the following procedures shall be utilized for selecting the Administrator to be reduced:

1. The following positions shall each constitute a separate group for the purposes of this Article:
 - a. High School and Middle School Vice-Principals
 - b. Special Education/Evaluation Coordinator
2. Except as provided in the preceding section, all other classifications in the bargaining unit have only a single incumbent and will be considered on an individual basis in the event of a reduction in force.
3. An Administrator who has acquired professional status in a position that is included within a group that is to be reduced shall not be reduced if there is any Administrator in the group who does not have professional status in a position that is included within the group.

4. If all of the Administrators within a group that is to be reduced have attained professional status, then any such reduction shall be based only upon the following factors:
 - a. Area of administrative competence;
 - b. Quality of administrative competence which shall be based upon the document entitled "Principles of Effective Administrative Leadership" which the parties have mutually developed; and
 - c. Length of continuous service within the group except as specified in subsection 6.
5. If the foregoing factors are substantially equal, then any reduction of force among the Vice-Principals' group shall be determined on the basis of the relative length of continuous service of the Administrators within that group. If the length of continuous service of two or more Administrators within the Vice-Principals' group is the same, then their relative length of continuous service shall be based upon their continuous service within the Administrators' bargaining unit and, if that is also the same, then it shall be based upon their relative length of continuous service in the Framingham Public Schools.
6. If the foregoing factors are substantially equal, then any reduction in force among the Special Education/Evaluation Coordinator or the Special Education Department Head groups shall be determined as follows:
 - (a) For any Administrator who was employed in either of these position groups as of September 1, 2001, solely on the basis of their relative length of continuous service in the Framingham Public Schools;
 - (b) For any Administrator who first became employed in either of these two groups after September 1, 2001, on the basis of their relative

length of continuous service as described in subsection 5.

7. In computing continuous service for the purpose of this article, any periods of absence due to an approved leave of absence shall be included.

D. Except in the case of a temporary acting appointment which has been made to fill the position of an Administrator on military leave or other extended leave who returns from such leave before the end of the school year, any reduction in an administrative position shall occur only at the end of a school year. An Administrator who is reduced pursuant to the provisions of the preceding section shall have three options.

1. To be laid off with recall rights, in which event he shall be entitled to continue their participation in the group health and life insurance plans covering the employees of Framingham Public Schools for as long as they retains recall rights as hereinafter provided; any such Administrator wishing to exercise this option shall make appropriate arrangements for payment of the full premiums for that insurance coverage during the period of their eligibility;
2. To be transferred to another administrative position in the bargaining unit provided that a vacancy exists in such a position and provided further that they possess whatever qualifications and certification are required for that position and that they have had professional experience that is reasonably related to that of the position in question. For the purposes of this contract, it is agreed that administrative experience in an elementary school is reasonably related to administrative experience in a middle school and vice-versa, and also that administrative experience in a high school is reasonably related to administrative experience in a middle school and vice-versa. The foregoing are intended to be examples only and are not necessarily the only types of administrative experience that may be considered as being reasonably related; or

3. Provided that it is possible, to be assigned to a teaching or other professional position within the Framingham Public Schools for which they are certified or otherwise qualified.

E. An Administrator who elects to be laid off pursuant to Section D, 1, shall have recall rights to the group from which they were laid off for a period of three years beginning with the July 1st following the effective date of their layoff.

F. An Administrator who is transferred to another administrative position or assigned to a teaching or other professional position pursuant to Section D, 2 or 3 shall have recall rights to the group from which they were transferred or assigned for a period of five years beginning with the July 1st following the effective date of their transfer or assignment.

G. During their recall period, Administrators shall be recalled to vacancies which develop within their group as the needs of the Framingham Public Schools requires. However, if someone other than the Administrator who has most recently been reduced from that group pursuant to the procedure described in Section C is recalled, the recall shall be subject to the grievance and arbitration procedure described herein.

H. Recall notices shall be sent by certified or registered mail to the Administrator's last known address. If a recalled Administrator fails to respond affirmatively within two weeks after receipt of the recall notice, they shall be deemed to have waived any future right of recall to that group and the next eligible Administrator who has been reduced from that group shall be recalled to it.

I. No person shall be appointed to fill any position within the bargaining unit for which there are members of the bargaining unit who have recall rights or for which any member of the bargaining unit who still has recall rights to their regular position is qualified, certified and have had professional experience reasonably related thereto as hereinbefore defined.

J. If an Administrator who has elected the layoff option is recalled, all of their sick leave days accumulated as of the date of their layoff and all of their other contractual benefits, rights and status shall be restored.

K. An Administrator who is transferred or assigned to a lower salaried position within the Framingham Public Schools as a result of a reduction in force shall be compensated at their then current per diem rate until such time as the per diem rate

of their new position exceeds that of the position from which they was reduced. An Administrator who is transferred or assigned to a higher salaried position within the Framingham Public Schools as a result of a reduction in force shall be compensated at the annual salary of that position for as long as they occupy it.

L. The School Committee shall not appoint any person from outside the bargaining unit to a bargaining unit position if the practical effect of such an appointment will be either to result in the layoff or to prevent the recall before the start of the next school year of an Administrator who was otherwise qualified for that position.

M. The School Committee shall continue its current program of filling vacated administrative positions whenever possible in order to minimize the possibility of any member of the administrative unit being required to assume the duties and/or responsibilities of any such vacated administrative position.

ARTICLE VII
SABBATICAL LEAVES

Sabbatical leave shall be granted only for those purposes which will improve the administration of the Framingham Public Schools. Leaves granted for professional study or for travel combined with such study, or for any reason which, in the judgment of the Superintendent or their designee, 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 School Committee upon the recommendation of the Superintendent or their designee.

A regularly appointed member of the administrative staff who has served as an administrator in the Framingham Public Schools for seven (7) or more school years of uninterrupted and satisfactory service before their sabbatical takes effect shall be eligible for sabbatical leave.

Not more than two Administrators may be on sabbatical leave at the same time. The extent of the candidate's service, their sabbatical plans, and equitable distribution among the different 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.

An Administrator absent on sabbatical leave shall receive fifty percent (50%) of their current salary which amount shall be pro-rated for leaves of less than one full year.

Any person granted a sabbatical leave shall, prior to the granting of such leave, enter into a written agreement with the Superintendent or their designee that, upon termination of such leave they will return to service in the Framingham Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, they will refund to Framingham Public Schools an amount equal to such proportion of salary received by their while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. This provision shall be waived in the event that the position that an Administrator held at the time that their sabbatical leave began is either no longer in existence at the end of the sabbatical or is eliminated at any time prior to the end of the contractual commitment period (i.e. twice the length of the leave).

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. The repayment of any salary or collection expenses shall be waived by the School Committee in the case of a forfeiture caused by the death of an Administrator.

Application for sabbatical leave shall be made on a form furnished by the Office of Human Resources. 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 purposes stated above. All applications for a Sabbatical Leave shall be filed in the Office of Human Resources 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.

At the conclusion of an Administrator's sabbatical leave, they shall return to the same position that they held at the time that the sabbatical leave began provided that the position is still in existence.

ARTICLE VIII
LEAVE OF ABSENCE FOR NON-SABBATICAL PURPOSE

A. Death in Immediate Family:

1. Each Administrator shall be allowed a period of five (5) consecutive calendar days' absence without loss of pay when there is a death in their immediate family. 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 step-parents, step-siblings and families with two (2) mothers or two (2) fathers. In the case of Gay/Lesbian employees who are not married, the immediate family also includes the employee's partner and the partner's parents and children. One 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 unpaid day.
2. Should the application of the phrase "consecutive calendar days" provide for less than five (5) working days' paid absence, such affected employees 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 and arbitration provisions of this Agreement. The total time permitted under this Section A shall not exceed five (5) working days.

B. Each Administrator shall be allowed a total of three (3) personal leave days per contract year without a stated reason being given. Whenever possible, notification of intent to take a personal leave day shall be given forty-eight (48) hours in advance. An Administrator shall be required to utilize a personal leave day or a vacation day in order to observe a religious holiday not observed by the District. Administrators shall not be required to work when religious holidays are observed by the District. Any unused personal leave days shall, at the end of any contract year, be converted to the Administrator's accumulated sick leave account.

C. Administrators absent from duty with prior Committee approval for reasons other than those previously stated shall receive full pay during their absence.

D. Administrators absent due to quarantine by authorized persons shall not have such absence considered as sick leave, or as personal days, and shall receive full pay.

E. Administrators will be entitled to temporary leave of absence with pay for time necessary for appearances in legal proceedings connected with the Administrator's employment including arbitration hearings.

F. Parental Leave:

1. General. Any Administrator who becomes pregnant may continue to work as long as medical evidence permits. Any member 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. Administrators shall have the following options:

A. The Administrator shall take a leave of absence of eight (8) consecutive weeks 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 employee shall notify the Office of Human Resources in writing if this is the option they are electing at least two (2) weeks prior to the anticipated departure, or

B. The Administrator shall return to work on the first day of the school year following the termination of the pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement except if the aforementioned occurs during June, July or August, the Administrator can elect to return on the first day of the school year one full school year following the event. The Administrator shall notify the Office of Human Resources in

writing if this is the option they are electing at least two (2) months prior to the anticipated departure.

- C. 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 Administrator makes such request by the March 1st preceding the school year for which the leave is requested.
- D. 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.
- E. Sick Leave. An Administrator on parental leave, upon written request, shall be entitled to utilize 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 the eight (8) consecutive weeks 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 eight (8) consecutive weeks of paid parental leave.
- 2. Rights. The School Committee shall not be required to restore an Administrator on parental leave to their previous or similar position if other Administrators 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 Administrator on parental leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

3. Insurance. Administrators 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 City of Framingham and the insurance carrier, provided such premiums are paid directly to the City of Framingham Human Resources Department. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.
4. Medical. The Office of Human Resources may require the Administrator who is the birth parent to produce a medical certificate that they are physically able to resume their work before returning to work.
5. The provisions of this Article shall be limited to one (1) parent if both parents are bargaining unit employees. It is understood that the parents may decide to divide the aforementioned benefit not to exceed a total of eight (8) consecutive weeks of accrued sick time.

ARTICLE IX **SICK LEAVE**

A. An indefinite number of days may be accumulated. The implementation of the indefinite accumulation started as of January 1, 1966.

B. The accumulation shall begin as of the date of the Administrator's service in the Framingham Public Schools and shall accumulate at the rate of one (1) day per month of the Administrator's work year until the beginning of the next contract year.

C. Annual Sick Leave. Beginning the first contract year after the date of employment, the following annual accumulation will apply:

1. For Administrators whose work year is 195 days or less – 15 days per year.

2. For Administrators whose work year is more than 195 days but less than 228 days – 16 days per year.
3. For Administrators whose work year is 228 days – 15 days per year.

D. Sick leave deductions will be made from an Administrator's accumulation if payment has been made to the individual during their absence. Otherwise, no deductions will be made from their accumulation.

E. The Committee has established and will continue to maintain a borrowing policy which involves the following conditions:

1. If an individual is out of service beyond their accumulation at any period in their service and wish 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 Framingham Public Schools and still owes for borrowed time, then a proportionate deduction will be made during their final payment period.
3. In the event that the illness of any employee extends beyond three (3) consecutive school days, the Assistant Superintendent for Human Resources 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.

F. All Administrators will be covered by worker's compensation. An Administrator who is collecting worker's compensation may use accumulated sick leave to make up the difference, if any, between their regular pay and the worker's compensation payments allocated to lost time.

G. Any Administrator whose personal illness extends beyond the period compensated will be granted a leave of absence for such time as is necessary for complete recovery up to one (1) year. The School Committee at its discretion may extend this period.

H. Except as provided above, sick leave provisions presently in effect will continue.

I. Absences, not to exceed eight (8) days in any contract year, may be charged against an Administrator's sick leave in the case of an illness either of a member of their immediate family (spouse, child or parent) or other relative living in the Administrator's household which requires the Administrator's presence.

J. Administrators who have served in the Framingham Public Schools 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 must be received by the Assistant Superintendent for Human Resources no later than the first Friday in February preceding the retirement.
- b) The Administrator must retire between the end of the school year and the beginning of the next school year.
- c) The Administrator 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 Administrator will be paid the amount of seventy-five dollars (\$75.00) for each unused sick day. For Administrators working less than full time at the point of retirement, the daily rate will be pro-rated.
- e) This sick leave buy back entitlement will be paid in the last paycheck issued to the retiring Administrator.
- f) Retiring Administrators who are eligible for this provision as well as the Orderly Retirement Incentive Provision (see Article XI) will be able to access both provisions, but the combined financial benefit for any Administrator who retires shall not exceed eleven thousand two hundred fifty dollars (\$11,250).
- g) The payments specified in subsection (f) shall be made in three equal annual payments with the first payment being made on the Administrator's date of retirement and with the second and third payments being made on the first and second anniversaries thereof.

In the event of the death of an active or retired Administrator before all of the foregoing payments have been made, all such remaining payments shall be made as soon as practicable in a single lump sum to the designated beneficiary, next of kin or estate of the deceased Administrator.

ARTICLE X
ORDERLY RETIREMENT INCENTIVE

Subject to the following provisions, an Administrator shall receive upon retirement a payment of One Hundred Dollars (\$100.00) per year of service with partial years of service pro-rated on either a ten, eleven or twelve month basis, whichever is appropriate for that Administrator, with a full month's credit being given for any month in which the Administrator was employed for fifteen (15) or more days and with no credit being given for any month in which the Administrator was employed for less than fifteen (15) days.

1. Written notice of the Administrator's intent to retire must be given to the Assistant Superintendent for Human Resources prior to the start of their last year of employment.
2. The Administrator must work through to the end of that school year.
3. The Administrator's retirement must become effective after the end of that school year and before the start of the next school year.
4. An Administrator's early retirement incentive payment will be reduced by one hundred dollars (\$100.00) for each sick leave day taken and paid for in excess of seventeen (17) between the January 1st prior to the Administrator's retirement and the end of the school year.
5. Should an eligible and enrolled administrator die in the period from their notification date to the last day of school, the money owed under this Article will be paid to their estate.

ARTICLE XI
PROTECTION

A. Administrators shall immediately report in writing to the Superintendent all cases involving 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 Administrator for information in its possession pertaining to the incident or the persons involved and will act in appropriate ways as liaison between the Administrator, the police and the courts. In addition, any student involved in such an assault will be promptly disciplined after the responsibility has been established.

C. If criminal or civil proceedings are brought against an Administrator alleging that they committed an assault and/or battery in connection with their employment, the Committee may furnish legal counsel to defend them in such proceedings if they request such assistance. If a request is made, and the Administrator refuses the assistance of the counsel furnished by the Committee, the Committee shall have no further responsibility. If a request is made, and the Committee refuses to furnish counsel, and the Administrator is found not liable or not guilty, the Committee will reimburse the Administrator for reasonable counsel fees incurred by them in such proceedings. In no event shall this section require the Committee to furnish or pay for counsel in a disciplinary proceeding relating to or arising out of the circumstances which led to the civil or criminal proceedings brought against the Administrator.

D. The provisions of Chapter 258 of the General Laws shall be applicable in the case of civil proceedings instituted against an Administrator for any act of commission or omission committed by them in connection with their employment.

E. The School Committee shall cover all Administrators with an all risk professional liability insurance policy providing coverage of up to one million dollars (\$1,000,000.00) per incident.

ARTICLE XII
JUST CAUSE

A. No Administrator will be discharged, suspended, demoted, reduced in rank or status or otherwise disciplined without just cause.

B. If an Administrator is suspended, dismissed, removed or terminated from their position and elects to contest such action through the contractual arbitration procedure, they shall be deemed to have selected that procedure as the exclusive procedure for resolving any grievance arising out of their suspension, dismissal, removal or termination notwithstanding any contrary provisions of Chapter 32, Section 16, or Chapter 71, Sections 41 through 42D of the General Laws.

C. This Article is not intended to be applicable to transfers, reassignments, reductions in rank or status or layoffs necessitated by a reduction in force among Administrators. Any such situation shall be governed by the procedures set forth in Article VI.

D. Any serious complaint regarding an Administrator that is made to any member of the Administration by any parent, student or other person will be promptly called to the attention of the Administrator. The name of the complainant shall be given to the Administrator.

ARTICLE XIII **NO STRIKE**

The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage.

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 Administrators violating this clause will, at the discretion of the Committee, be subject to disciplinary action, including discharge, suspension or complete loss of seniority, and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

ARTICLE XIV **PROFESSIONAL DEVELOPMENT and** **EDUCATIONAL IMPROVEMENT**

A. The School Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Administrators who attend local and

out-of-town workshops, seminars, conferences or other professional improvement sessions at the request of and/or with the advance approval of their immediate superior and the Office of Teaching and Learning. For the purpose of this Section, local and out-of-town workshops, seminars, conferences or other professional improvement sessions shall be deemed to encompass any such workshops, seminars, conferences or other professional improvement sessions that are held anywhere in New England, New York or the District of Columbia.

B. The School Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by four Administrators per year who attend the national convention of the professional association or organization which represents either their school level or their discipline area. Such expense will be paid up to a maximum of fifteen hundred dollars (\$1,500.00) per Administrator upon the submission of appropriate vouchers. The opportunity to attend such national conventions shall be rotated among the Administrators within the following groupings.

- High School Administrators
- Middle School Administrators
- Elementary School Administrators
- Directors, Coordinators and Supervisors

C. Requests to attend local, out of town, out of state or national workshops, seminars, conferences or conventions shall be submitted in writing to the Superintendent of Schools or their designee and shall be answered in writing within a reasonable period of time not to exceed fourteen (14) days. The Administrator shall submit a report on any such meeting that they attend to the Superintendent or their designee.

D. Each Administrator shall be entitled to have the annual dues and membership fees of at least one (1) professional organization that is devoted to their academic discipline or area of professional responsibility paid for by the School Committee.

E. Members of the administrative unit shall be reimbursed by the School Committee for the cost of any recertification that is required by the Department of Education up to a maximum of \$150. Administrators required to hold multiple licenses in order to be qualified for their positions will be reimbursed up to \$300 for the cost of their recertifications.

F. The School Committee shall allocate the sum of ten thousand dollars (\$10,000.00) per year for the purpose of reimbursing Administrators for either professional development or the tuition costs incurred for graduate level, credit courses. Administrators may receive tuition reimbursement of up to one thousand dollars (\$1,000.00) per contract year. An eligible Administrator 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 contract year. Eligibility is defined for this paragraph as current enrollment in either professional development or in an accredited and graduate level course. Should any other financial assistance be received by an Administrator, the tuition reimbursement amount that is provided for herein shall be reduced to the extent necessary to ensure that the total amount of the tuition reimbursement and other financial assistance received does not exceed the full amount of the course cost. In order to be considered for reimbursement, a course or professional development must be related in some way to the Administrator's area of assignment and must have been approved in advance by the Superintendent or their designee. The procedure for awarding such tuition reimbursement shall be mutually agreed upon by the Association and the Committee.

G. All the above Professional Development and Education Improvement must be aligned with the Framingham Public School's goals and vision.

ARTICLE XV
DUES DEDUCTION

A. The School Committee agrees to deduct from the salaries of each Administrator who individually and voluntarily authorizes the School Committee to do so the Association's regular dues and to transmit the same promptly to the Association. Administrator authorizations will be in the form set forth below.

DUES AUTHORIZATION CARD

Name_____

Address_____

I hereby request and authorize the Framingham School Committee to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of the membership dues as certified by the Association in equal

monthly payments over the remainder of the contract year and for succeeding contract years. I understand that the Committee will discontinue such deduction for any contract year only if I notify the Committee in writing to do so not later than thirty (30) days prior to the commencement of the contract year. I hereby waive all rights and claim for monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefor.

B. The Association shall certify to the School Committee in writing the current rate of its membership dues. If the Association changes the rate of its membership dues, it will give the School Committee thirty (30) days' written notice prior to the effective date of such change.

C. No later than September 30 of each year, the School Committee will provide the Association with a list of those employees who have voluntarily authorized the School Committee to deduct dues as provided in Section A above. The School Committee will notify the Association four (4) times yearly of any changes in said list.

D. For any Administrator who is not a member in good standing of the Association, it shall be a condition of employment during the life of this collective bargaining Agreement that, on or after the thirtieth day following the beginning of such Administrator's employment or the effective date of this Agreement, whichever is later, they shall pay an agency service fee to the Association which shall be in an amount equal to the amount required to become and remain a member in good standing of the Association subject to the provisions contained in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts. Any such agency service fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Association together with the regular dues transmitted pursuant to Section A of this Article.

E. The Association shall indemnify and save the School Committee and/or the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

F. In the event that the faculty of any school in which one or more members of the administrative bargaining unit is employed should vote to accept an Extended Learning Time Grant, the School Committee shall immediately enter into negotiations with the Association concerning the impact of the implementation of any such extended learning time upon the working conditions, work day, work year and compensation of any such Administrator(s).

ARTICLE XVI
MISCELLANEOUS PROVISIONS

A. The mileage rate for the use of an Administrator's automobile shall be the mileage rate recognized by the Internal Revenue Service at the time.

B. Although Administrators 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 collected where such loss is not the fault of the Administrator.

C. Administrators will be allowed to live in a community of their choice.

D. The members of the Association's Committee and the Superintendent of Schools will meet at the request of either party regularly throughout the year at mutually agreeable times to discuss mutual problems and concerns.

E. Assistant principalships may be established at those elementary schools where the number of students or other relevant factors indicate that the establishment of such a position may be appropriate.

F. All current FAA Members shall be reimbursed by the School Committee for the full cost of Fingerprinting. FAA Members shall complete all required online training for the State Ethics and Open Meeting Law. The Fingerprinting reimbursement is not applicable to any FAA Members who are hired after the date of the ratification of this Agreement (October 6, 2015).

G. All positions under this Unit must have a valid and current administrator, director and/or supervisor license which shall also include any required endorsements, if applicable, from the Department of Elementary and Secondary Education.

1. As of July 1, 2018, current members who do not have professional status will have up to three (3) years to get valid, current and appropriate license(s) and will remain on a non-professional status until obtaining said valid, current and appropriate license(s). Once said valid, current and appropriate license(s) is/are obtained, the Administrator will finish the non-professional status cycle before professional status is granted.

2. As of July 1, 2018, current members who have professional status will have up to five (5) years to get the license(s) mentioned above.
3. Failure to obtain the license(s) within the time period listed above will result in termination of employment.

ARTICLE XVII
JURY DUTY PAY

Any Administrator who is required to be absent from work because of jury duty shall be paid the difference between their regular salary for that period of time and the amount that they receive because of such jury duty.

ARTICLE XVIII
CONSULTATION REGARDING OTHER NEGOTIATIONS

Wherever the School Committee executes an Agreement with any other bargaining unit that has a statutorily bargainable impact upon the contract between the Administrators Association and the School Committee or a statutorily bargainable impact upon the terms and conditions of employment of any of the members of the Administrators Association, the Association shall be notified in writing and, upon its request in writing to the Superintendent, be given an opportunity to express its views thereon and to bargain with the School Committee's designees concerning the impact thereof.

ARTICLE XIX
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, subject to the terms of this collective bargaining Agreement and the provisions of Chapter 150E. 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 the School Committee or, where legally permissible, its designee, shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the Framingham Public Schools, 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 Framingham Public Schools.

It is expressly understood and agreed by the School Committee and the Association that all of the School Committee Rights set forth in both of the above paragraphs are subject to all other provisions of the collective bargaining Agreement and to the provisions of Chapter 150E and all other applicable statute law.

ARTICLE XX
WAIVER

The Association and the Committee agree that each has had an opportunity to bargain for any provision that they wished to be included in this contract and that the wages, hours, and other conditions of employment applicable on the date of this Agreement shall continue to be applicable throughout the term of this Agreement. Each party expressly waives the right to reopen the contract for any further demands or proposals, agrees that this contract represents a complete agreement on all matters and agrees that if other proposals have been made, they have been withdrawn without prejudice in consideration of this Agreement.

ARTICLE XXI
SEVERABILITY CLAUSE

If any provision of this Agreement is or shall at any time be found to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation. Even though one or more contract items are, or at any

time become, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXII
ADMINISTRATOR EVALUATION

The Members of the Administrative Bargaining Unit in the Framingham Public Schools shall be evaluated in accordance with the Evaluation Procedure, Forms and Rubrics that have been negotiated by the parties, a copy of which is attached hereto as Appendix C.

The Committee reserves the right to withhold increments and adjustments for those administrators who receive unfavorable recommendations for such increase from their supervisor and the Superintendent subject to the requirement that any such unfavorable recommendation must be clearly documented, must not be either arbitrary or capricious and shall be subject to the contractual grievance and arbitration procedure.

ARTICLE XXIII
GROUP INSURANCE PREMIUM CONTRIBUTIONS

In accordance with the provisions of Section 19 of Chapter 32B of the Massachusetts General Laws, group insurance benefits for the members of the administrators bargaining unit and the premium contribution percentages of the employer and the employees for the various group insurance plans that are available for the employees of the City of Framingham are negotiated for all city and school department bargaining units by the Group Insurance Coalition of City Unions. The employee contributions for the group insurance plans in which they participate shall be deducted from the Administrators' salaries on a pre-tax basis in accordance with Chapter 697 of the Acts of 1987. The individual Administrators will also have the option of participating in the city's Section 125 Flex/Plan which provides for the pre-tax payment of such expenses as dependent care, out-of-pocket medical and dental co-pays, prescription co-pays and other such expenses that are not covered by the group insurance plan(s) in which they participate.

The health and dental insurance plans that are available for the members of the Administrators bargaining unit and the respective premium contribution percentage rates of the employer and the employees for each are as set forth below.

<u>Plan Type</u>	<u>Employer Percentage</u>	<u>Employee Percentage</u>
HMO	84%	16%
POS	77.50%	22.50%
PPO	75%	25%
Indemnity	75%	25%
Retiree HMO	84%	16%
Retiree Indemnity	75%	25%
Dental	85%	15%

In addition to the foregoing, there is a group life insurance plan with various options for both active employees and retirees. and the above-referenced Medicare Supplement Plans for Medicare eligible retirees and spouses (individual plans only).

The foregoing description of such plans is for informational purposes only and is subject to any changes in such plans that may be negotiated by the Town of Framingham and the Group Insurance Coalition of Town Unions pursuant to Section 19 of Chapter 32B.

ARTICLE XXIV
DURATION

The provisions of this Agreement will be effective as of July 1, 2018 and will continue and remain in full force and effect through June 30, 2021.

The parties agree they will promptly enter into negotiations with each other for a successor agreement upon written notice from one party to the other.

Signed in the City of Framingham on this 31 day of December, 2018.

FRAMINGHAM SCHOOL COMMITTEE
ASSOCIATION

FRAMINGHAM ADMINISTRATORS

By: Tracey Bryant

By: Scott Whit

By: Joseph White

By: Beverly Aug

By: Edhrie

By: Carl Tubey

By: Nancy A.

By: _____

By: _____

By: _____

By: Jeff Convery
Jeff Convery, President

By: Ildelfonso Arellano
Ildelfonso Arellano, Secretary

By: Jean Nolan
Jean Nolan, Treasurer

By: Beth Herrmann
Beth Herrmann, Negotiating Committee

APPENDIX A
SUPERMAX STEP

There shall be a Supermax Step for Administrators who have been employed in public elementary and/or secondary education for twenty-two (22) years. In order to qualify for the Supermax Step, an Administrator must have attained Professional Status as an Administrator in the Framingham Public Schools. Service as a substitute or student teacher will be excluded. If an Administrator works under contract for less than a full year, but for more than ninety (90) school days during that year, the year shall be counted toward qualification for the Supermax Step. The Supermax benefits that will be in effect during the term of this Agreement will be as set forth below:

Effective 9/1/10

22 years in public education	\$2,000
25 years in public education (with at least 10 years as a Teacher or Administrator in the Framingham Public Schools)	\$2,500
30 years in public education (with at least 15 years as a Teacher or Administrator in the Framingham Public Schools)	\$3,300

Once an Administrator has attained the requisite number of years to qualify for the Supermax Step, they will receive the applicable Supermax Step each year thereafter without the necessity of any further action unless they notify the Assistant Superintendent for Human Resources prior to the start of their last year of employment that they wish to receive their contractual benefits under the Orderly Retirement Incentive for that year instead.

For administrators who have less than the requisite number of years of service to qualify for the Supermax Step, the current Orderly Retirement Incentive Plan shall remain unchanged. For administrators who elect the Supermax benefit, the Orderly Retirement Incentive Plan benefit shall be reduced to twenty-five dollars (\$25.00).

For any FAA Member who is first hired into the FAA's Bargaining Unit on or after January 1, 2016, the words "employed in public elementary and/or secondary education" in the first paragraph of this Appendix A shall mean employment in either a

Unit A or Unit B position in the Framingham Public Schools or in an equivalent position in public elementary and/or secondary education.

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

2018-2019 School Year (0.75% COLA)											
Position	Work Year	Step 1 (1-2yrs)	Per Diem	Step 2 (3-4yrs)	Per Diem	Step 3 (5-6 yrs)	Per Diem	Step 4 (7-8 yrs)	Per Diem	Step 5 (9+ yrs)	Per Diem
Director of SPED	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
Director of Bilingual	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
Director of Technology	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
Director of Elementary Education	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
Director of Secondary Education	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
Director of Health and Wellness	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
Director of Grants Development and Title I	228	\$129,161.92	566.50	\$131,745.16	577.83	\$134,380.07	589.39	\$137,067.66	601.18	\$139,809.02	613.19
FHS Associate Principal	228	\$127,044.52	557.21	\$129,585.41	568.36	\$132,177.12	579.73	\$134,820.66	591.32	\$137,517.07	603.15
Asst Director of SPED	228	\$121,875.08	534.54	\$124,312.57	545.23	\$126,798.83	556.14	\$129,334.80	567.26	\$131,921.50	578.61
Coordinator of Phoenix	201	\$105,936.07	527.04	\$108,054.79	537.58	\$110,215.89	548.34	\$112,420.20	559.30	\$114,668.61	570.49
Coordinator of Alternative HS	201	\$105,936.07	527.04	\$108,054.79	537.58	\$110,215.89	548.34	\$112,420.20	559.30	\$114,668.61	570.49
Coordinator of RFL	201	\$105,936.07	527.04	\$108,054.79	537.58	\$110,215.89	548.34	\$112,420.20	559.30	\$114,668.61	570.49
Director Early Childhood Ed	200	\$103,772.08	518.86	\$105,847.52	529.24	\$107,964.47	539.82	\$110,123.76	550.62	\$112,326.24	561.63
FHS Vice Principal	228	\$116,877.78	512.63	\$119,215.33	522.87	\$121,599.64	533.33	\$124,031.63	544.00	\$126,512.27	554.88
SPED OOD Coordinator	201	\$101,687.49	505.91	\$103,721.24	516.02	\$105,795.66	526.35	\$107,911.58	536.88	\$110,069.81	547.61
MS Vice Principal	228	\$115,054.69	504.63	\$117,355.79	514.72	\$119,702.90	525.01	\$122,096.96	535.52	\$124,538.90	546.23
Director of Family Support Prg	228	\$115,002.81	504.39	\$117,302.87	514.49	\$119,648.93	524.78	\$122,041.90	535.27	\$124,482.74	545.97
ES Vice Principal	200	\$99,412.33	497.06	\$101,400.58	507.00	\$103,428.59	517.14	\$105,497.17	527.49	\$107,607.11	538.04
Sped TEC Coordinator	200	\$97,966.15	489.83	\$99,925.46	499.63	\$101,923.98	509.62	\$103,962.45	519.81	\$106,041.70	530.21
Director Fine/Performing Arts	228	\$111,551.11	489.26	\$113,661.67	498.51	\$115,814.45	507.96	\$118,010.29	517.59	\$120,250.04	527.42
Director of Athletics	219	\$105,991.97	483.98	\$108,111.81	493.66	\$110,274.05	503.54	\$112,479.53	513.60	\$114,729.11	523.88
Assistant Director of Bilingual	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Assistant Director of Grants Development	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

2018-2019 School Year (0.75% COLA)											
Position	Work Year	Step 1 (1-2yrs)	Per Diem	Step 2 (3-4yrs)	Per Diem	Step 3 (5-6 yrs)	Per Diem	Step 4 (7-8 yrs)	Per Diem	Step 5 (9+ yrs)	Per Diem
Assistant Director of Health and Wellness	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Bridge Program Coordinator	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Coordinator of EL and Bilingual Programs	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Assistant Director of Elementary Education	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Assistant Director of Secondary Education	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Assistant Director of Technology	228	\$106,332.91	466.37	\$108,459.56	475.70	\$110,628.76	485.21	\$112,841.33	494.91	\$115,098.16	504.82
Director of Adult ESL	228	\$105,991.97	464.88	\$108,111.81	474.17	\$110,274.05	483.66	\$112,479.53	493.33	\$114,729.11	503.20
Work Study Coordinator	209	\$88,893.04	425.33	\$90,670.91	433.83	\$92,484.33	442.50	\$94,334.02	451.36	\$96,220.69	460.39
Clinical Care Coordinator	209	\$88,893.04	425.33	\$90,670.91	433.83	\$92,484.33	442.50	\$94,334.02	451.36	\$96,220.69	460.39
Assistant Director of Early Childhood Education	200	\$85,065.24	425.33	\$86,765.90	433.83	\$88,500.82	442.50	\$90,272.00	451.36	\$92,077.44	460.39
Coordinator of School Attendance	200	\$78,585.00	392.93	\$80,156.70	400.78	\$81,759.83	408.80	\$83,395.03	416.98	\$85,062.92	425.31
Assistant Athletic Director	185	\$60,450.00	326.75	\$61,659.00	333.29	\$62,892.18	339.96	\$64,150.02	346.76	\$65,433.02	353.69

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

2019-2020 School Year (1.50% COLA)											
Position	Work Year	Step 1 (1-2yrs)	Per Diem	Step 2 (3-4yrs)	Per Diem	Step 3 (5-6 yrs)	Per Diem	Step 4 (7-8 yrs)	Per Diem	Step 5 (9+ yrs)	Per Diem
Director of SPED	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
Director of Bilingual	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
Director of Technology	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
Director of Elementary Education	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
Director of Secondary Education	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
Director of Health and Wellness	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
Director of Grants Development and Title I	228	\$131,099.35	574.99	\$133,721.34	586.50	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.16	622.39
FHS Associate Principal	228	\$128,950.19	565.57	\$131,529.19	576.89	\$134,159.78	588.42	\$136,842.97	600.19	\$139,579.83	612.20
Asst Director of SPED	228	\$123,703.20	542.56	\$126,177.26	553.41	\$128,700.81	564.48	\$131,274.82	575.77	\$133,900.32	587.29
Coordinator of Phoenix	201	\$107,525.11	534.95	\$109,675.61	545.65	\$111,869.12	556.57	\$114,106.51	567.69	\$116,388.64	579.04
Coordinator of Alternative HS	201	\$107,525.11	534.95	\$109,675.61	545.65	\$111,869.12	556.57	\$114,106.51	567.69	\$116,388.64	579.04
Coordinator of RFL	201	\$107,525.11	534.95	\$109,675.61	545.65	\$111,869.12	556.57	\$114,106.51	567.69	\$116,388.64	579.04
Director Early Childhood Ed	200	\$105,328.66	526.65	\$107,435.23	537.18	\$109,583.93	547.92	\$111,775.62	558.88	\$114,011.13	570.06
FHS Vice Principal	228	\$118,630.94	520.32	\$121,003.56	530.72	\$123,423.63	541.33	\$125,892.11	552.16	\$128,409.95	563.20
SPED OOD Coordinator	201	\$103,212.80	513.49	\$105,277.06	523.76	\$107,382.60	534.24	\$109,530.26	544.93	\$111,720.86	555.82
MS Vice Principal	228	\$116,780.51	512.20	\$119,116.12	522.44	\$121,498.44	532.88	\$123,928.41	543.55	\$126,406.98	554.42
Director of Family Support Prg	228	\$116,727.85	511.96	\$119,062.42	522.21	\$121,443.66	532.65	\$123,872.53	543.30	\$126,349.98	554.16
ES Vice Principal	200	\$100,903.52	504.52	\$102,921.59	514.61	\$104,980.02	524.90	\$107,079.63	535.40	\$109,221.21	546.11
Sped TEC Coordinator	200	\$99,435.64	497.17	\$101,424.34	507.12	\$103,452.84	517.27	\$105,521.89	527.61	\$107,632.33	538.16
Director Fine/Performing Arts	228	\$113,224.37	496.60	\$115,366.59	505.99	\$117,551.67	515.58	\$119,780.44	525.36	\$122,053.79	535.33
Director of Athletics	219	\$107,581.85	491.24	\$109,733.49	501.07	\$111,928.16	511.09	\$114,166.72	521.31	\$116,450.05	531.74
Assistant Director of Bilingual	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Assistant Director of Grants Development	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

2019-2020 School Year (1.50% COLA)											
Position	Work Year	Step 1 (1-2yrs)	Per Diem	Step 2 (3-4yrs)	Per Diem	Step 3 (5-6 yrs)	Per Diem	Step 4 (7-8 yrs)	Per Diem	Step 5 (9+ yrs)	Per Diem
Assistant Director of Health and Wellness	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Bridge Program Coordinator	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Coordinator of EL and Bilingual Programs	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Assistant Director of Elementary Education	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Assistant Director of Secondary Education	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Assistant Director of Technology	228	\$107,927.90	473.37	\$110,086.45	482.84	\$112,288.19	492.49	\$114,533.95	502.34	\$116,824.63	512.39
Director of Adult ESL	228	\$107,581.85	471.85	\$109,733.49	481.28	\$111,928.16	490.92	\$114,166.72	500.73	\$116,450.05	510.74
Work Study Coordinator	209	\$90,226.44	431.71	\$92,030.97	440.34	\$93,871.59	449.14	\$95,749.03	458.13	\$97,664.00	467.29
Clinical Care Coordinator	209	\$90,226.44	431.71	\$92,030.97	440.34	\$93,871.59	449.14	\$95,749.03	458.13	\$97,664.00	467.29
Assistant Director of Early Childhood Education	200	\$86,341.22	431.71	\$88,067.39	440.34	\$89,828.33	449.14	\$91,626.08	458.13	\$93,458.60	467.29
Coordinator of School Attendance	200	\$79,763.78	398.82	\$81,359.05	406.80	\$82,986.23	414.93	\$84,645.95	423.23	\$86,338.87	431.70
Assistant Athletic Director	185	\$61,356.75	331.65	\$62,583.89	338.29	\$63,835.56	345.06	\$65,112.27	351.96	\$66,414.52	359.00

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

2020-2021 School Year (2.00% COLA)											
Position	Work Year	Step 1 (1-2yrs)	Per Diem	Step 2 (3-4yrs)	Per Diem	Step 3 (5-6 yrs)	Per Diem	Step 4 (7-8 yrs)	Per Diem	Step 5 (9+ yrs)	Per Diem
Director of SPED	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
Director of Bilingual	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
Director of Technology	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
Director of Elementary Education	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
Director of Secondary Education	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
Director of Health and Wellness	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
Director of Grants Development and Title I	228	\$133,721.34	586.49	\$136,395.77	598.23	\$139,123.68	610.19	\$141,906.15	622.40	\$144,744.28	634.84
FHS Associate Principal	228	\$131,529.19	576.88	\$134,159.77	588.42	\$136,842.97	600.19	\$139,579.83	612.20	\$142,371.42	624.44
Asst Director of SPED	228	\$126,177.27	553.41	\$128,700.81	564.48	\$131,274.83	575.77	\$133,900.32	587.29	\$136,578.32	599.03
Coordinator of Phoenix	201	\$109,675.61	545.65	\$111,869.12	556.56	\$114,106.51	567.70	\$116,388.64	579.05	\$118,716.41	590.62
Coordinator of Alternative HS	201	\$109,675.61	545.65	\$111,869.12	556.56	\$114,106.51	567.70	\$116,388.64	579.05	\$118,716.41	590.62
Coordinator of RFL	201	\$109,675.61	545.65	\$111,869.12	556.56	\$114,106.51	567.70	\$116,388.64	579.05	\$118,716.41	590.62
Director Early Childhood Ed	200	\$107,435.23	537.18	\$109,583.93	547.92	\$111,775.61	558.87	\$114,011.13	570.06	\$116,291.35	581.46
FHS Vice Principal	228	\$121,003.56	530.72	\$123,423.63	541.33	\$125,892.11	552.16	\$128,409.95	563.20	\$130,978.15	574.47
SPED OOD Coordinator	201	\$105,277.06	523.76	\$107,382.60	534.24	\$109,530.25	544.93	\$111,720.86	555.83	\$113,955.27	566.94
MS Vice Principal	228	\$119,116.12	522.44	\$121,498.45	532.89	\$123,928.41	543.54	\$126,406.98	554.42	\$128,935.12	565.51
Director of Family Support Prg	228	\$119,062.41	522.20	\$121,443.66	532.65	\$123,872.53	543.30	\$126,349.98	554.17	\$128,876.98	565.25
ES Vice Principal	200	\$102,921.59	514.61	\$104,980.02	524.90	\$107,079.62	535.39	\$109,221.22	546.11	\$111,405.64	557.03
Sped TEC Coordinator	200	\$101,424.35	507.12	\$103,452.83	517.27	\$105,521.90	527.61	\$107,632.33	538.16	\$109,784.97	548.92
Director Fine/Performing Arts	228	\$115,488.86	506.53	\$117,673.92	516.11	\$119,902.70	525.89	\$122,176.05	535.86	\$124,494.87	546.03
Director of Athletics	219	\$109,733.49	501.07	\$111,928.16	511.09	\$114,166.72	521.31	\$116,450.05	531.73	\$118,779.05	542.37
Assistant Director of Bilingual	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Assistant Director of Grants Development	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

2020-2021 School Year (2.00% COLA)											
Position	Work Year	Step 1 (1-2yrs)	Per Diem	Step 2 (3-4yrs)	Per Diem	Step 3 (5-6 yrs)	Per Diem	Step 4 (7-8 yrs)	Per Diem	Step 5 (9+ yrs)	Per Diem
Assistant Director of Health and Wellness	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Bridge Program Coordinator	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Coordinator of EL and Bilingual Programs	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Assistant Director of Elementary Education	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Assistant Director of Secondary Education	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Assistant Director of Technology	228	\$110,086.46	482.83	\$112,288.18	492.49	\$114,533.95	502.34	\$116,824.63	512.38	\$119,161.13	522.64
Director of Adult ESL	228	\$109,733.49	481.29	\$111,928.16	490.91	\$114,166.72	500.73	\$116,450.05	510.75	\$118,779.05	520.96
Work Study Coordinator	209	\$92,030.97	440.34	\$93,871.59	449.14	\$95,749.03	458.12	\$97,664.01	467.29	\$99,617.28	476.64
Clinical Care Coordinator	209	\$92,030.97	440.34	\$93,871.59	449.14	\$95,749.03	458.12	\$97,664.01	467.29	\$99,617.28	476.64
Assistant Director of Early Childhood Education	200	\$88,068.04	440.34	\$89,828.74	449.14	\$91,624.89	458.12	\$93,458.60	467.29	\$95,327.77	476.64
Coordinator of School Attendance	228	\$81,359.05	356.84	\$82,986.23	363.98	\$84,645.96	371.26	\$86,338.87	378.67	\$88,065.64	386.26
Assistant Athletic Director	185	\$62,583.89	338.29	\$63,835.56	345.06	\$65,112.27	351.96	\$66,414.52	359.00	\$67,742.81	366.18

APPENDIX B – ADMINISTRATORS SALARY SCHEDULE

ADVANCED STUDY INCREMENTS

All Administrators shall be paid advanced study increments in the following amounts in addition to the base salaries for their positions shown above.

Level of Attainment	7/1/2018	7/1/2019	7/1/2020
	0.75%	1.50%	2.00%
Master's +15	1,636	1,661	1,694
Master's +30	3,271	3,320	3,387
Master's +45	6,138	6,230	6,354
Master's +60	6,544	6,642	6,775
CAGS	8,180	8,303	8,469
Doctorate	9,002	9,137	9,320