

# AGREEMENT

*between the*

**FRAMINGHAM SCHOOL COMMITTEE**

*and the*

**FRAMINGHAM TEACHERS ASSOCIATION**

**UNIT T - EDUCATIONAL SUPPORT**

*July 1, 2018 - June 30, 2021*

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## **AGREEMENT**

This Agreement is made and entered into as of the 1st day of September 2018 by and between the FRAMINGHAM SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the FRAMINGHAM EDUCATION SUPPORT PERSONNEL UNIT (UNIT T) (hereinafter referred to as the "Association").

### **ARTICLE 1** **RECOGNITION**

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

### **ARTICLE 2** **PREAMBLE**

The Framingham School Committee and the Framingham Education Support Personnel Unit recognize that all employees listed in Article 1, Recognition, are an integral part of the operation of the Framingham Public Schools. The words "employee" and "employees" as hereinafter used in this Agreement refer to such employees as fall within the collective bargaining unit described in Article 1 hereof. It is agreed that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility.

### **ARTICLE 3** **PROFESSIONAL DEVELOPMENT**

The Committee agrees to allow the employees covered by this Agreement to attend workshops, seminars, conferences, or other professional improvement sessions at the request of and/or the advanced approval of the Superintendent or his designee without loss of pay, plus reasonable expenses including fees, meals, and transportation.

### **ARTICLE 4** **DUES DEDUCTION**

The Framingham School Committee hereby agrees to deduct yearly as a condition of employment an agency service fee in accordance with the provisions of MGL, Ch. 180, 171 and Ch. 150E 12. These fees will be deducted from the employees of the bargaining unit who are not members of the Framingham Teachers Association, ESP Unit (Unit T). The Agency Service Fee may be paid in one lump sum or applied through payroll deduction.

The Committee agrees to deduct an agency fee in the amount of ninety (90%) of the current Association dues from employees who are not members of the Association upon receipt of

individual written authorization from each employee. Agency service fees will be deducted in the same manner as the Association dues.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

A. A "Grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract or a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or employees.

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

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

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

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

F. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

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

**LEVEL ONE:**

An employee of the Association with a grievance shall present it to her immediate supervisor within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

**LEVEL TWO:**

A. In the event that the grievance shall not have been disposed of to the satisfaction of the

aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor, the grievance shall be reduced to writing and referred to the Assistant Superintendent for Human Resources within five (5) school days of the disposition under Level One.

B. Within ten (10) school days after receipt of the written grievance by the Assistant Superintendent for Human Resources, they shall meet with the aggrieved employee and the said Chairman, or their designee, in an effort to settle the grievance.

**LEVEL THREE:**

A. In the event that the grievance shall not have been disposed to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the Assistant Superintendent for Human Resources, the grievance shall be reduced to writing and referred to the Superintendent of Schools within five (5) school days of the disposition under Level Two.

B. Within ten (10) school days after receipt of the written grievance by the Superintendent, they shall meet with the aggrieved employee and the said Chairman, or their designee, in an effort to settle the grievance.

**LEVEL FOUR:**

If the grievance has not been resolved within ten (10) school days after the Level Three meeting, a hearing between the Association and the Committee shall be held no later than the second regularly scheduled School Committee meeting following the Level Three meeting.

**LEVEL FIVE:**

A. In the event that the grievance shall not have been satisfactorily disposed of at Level Four, or in the event that no decision had been rendered within ten (10) school days after the Level Four meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three 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.

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

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

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

E. No matter pertaining to a grievance procedure shall be included in an employee's personnel file unless so requested by the employee.

**ARTICLE 6**  
**HOLIDAYS**

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 School Committee shall meet to decide upon the twelve (12) paid holidays for the next school year.

**ARTICLE 7**  
**SICK PAY**

A. The benefits described in this article are solely to provide protection against loss of income when an eligible employee is unable to work because of their own disability.

B. The Association agrees to cooperate with the Committee and its representative in controlling excess absenteeism and/or abuse of sick pay.

C. For new employees four (4) sick days will be awarded at the start of the school year for months September through December (prorated if after the start of school). Ten (10) additional days will be awarded on January 1 to extend through the following December.

D. For all other employees, on January 1<sup>st</sup> and each succeeding January 1<sup>st</sup> of continuous employment, ten (10) sick days will be awarded. Effective September 1, 2005, anyone with at least ten (10) years of continuous service in the Unit will receive twelve (12) sick days per year; anyone with at least fifteen (15) years of continuous service in the Unit will receive fourteen (14) sick days per year.

E. An unlimited number of unused sick days may be accumulated.

F. In the event an illness of an employee results in absence of more than five (5) consecutive school days, The Superintendent of Schools or their designee may require a statement from the employee's licensed physician or surgeon certifying the period of disability, the employee's ability to perform the duties of their position, and the estimated date of return to assume the duties of their position. Abuse of sick leave can lead to disciplinary action. Such action shall be taken on an individual basis.

G. Benefits payable under this Article will be reduced by the amount of any Workers Compensation disability benefits or dependents' allowance payable or received.

H. Absences, not to exceed 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 Unit Employee living in such Unit T employee's immediate household requiring the Unit T employee's presence.

I. Every time an employee 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, or Parental 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.



**ARTICLE 8**  
**TEMPORARY LEAVES OF ABSENCE**

A. Death in the immediate family: Full time employees shall be allowed a period of up to five (5) 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, step siblings, 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.

B. Personal Reasons: New employees will be allowed one (1) personal day without a stated reason and without loss in pay for the months of September through December, subject to the procedures described in this section. On January 1<sup>st</sup>, three (3) additional personal days without a stated reason and without loss of pay will be added and extend through the following December. For the 2001-2002 school year only, one (1) personal day without a stated reason and without loss of pay will be allowed for the months of September through December. On January 1, 2002 and each January 1st of each calendar year, three (3) personal days without a stated reason and without a loss in pay shall be allowed to each employee. Personal days are for a situation that arises and cannot be handled outside the regular school day. Application for personal leave must be made at least twenty-four (24) hours before taking such leave except in the case of an emergency. Personal days shall not be used just prior to and/or immediately after a holiday or vacation period, except in case of emergency. Proof of such emergency situation shall be the responsibility of the employee. Except in cases of emergency, personal illness or absence under the provisions of paragraph A above, an employee shall not be granted a personal day unless they were physically present in school on the previous work day. A maximum of two unused personal days per employee per year will be converted to sick days on January 1st of each year. The first year of the conversion will be at the end of 2001 (converted on January 1, 2002). Effective January 1, 2004, all unused personal days may be converted to sick days (converted on January 1, 2005).

**ARTICLE 9**  
**INDEMNIFICATION**

The indemnification of any employee covered by this Agreement shall be governed by the

provisions of G.L.c. 258.

**ARTICLE 10**  
**LUNCH PERIOD**

All employees covered by this Agreement shall be given a duty-free lunch period of at least thirty (30) minutes at some time during each school day.

**ARTICLE 11**  
**VACANCIES IN POSITION**

A. Whenever any vacancy in a position occurs within the bargaining unit as determined by the School Committee, during the school year, it will be posted for five (5) school days. During the months of July and August, written notice of any such vacancy will be given to the Association and to any employee who files a written request for such information with the Personnel Department. In both situations the qualifications for the position, its duties, and rate of compensation will be clearly set forth. Subsequent changes in qualifications will be made only when it is deemed justified by the Administration and any change will be brought to the attention of the unit membership prior to the closing date for applications.

B. All employees will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the professional background and other attainments of all applicants.

C. Appointments will be made as soon as possible but not later than sixty (60) days after closing date of posting pending qualified applicants.

D. An employee of this Unit shall be notified of any serious complaint concerning said employee that is made by any person. All anonymous complaints shall be disregarded.

E. All new Unit T employees shall be hired as paperless employees and via direct deposit paperless checks.

**ARTICLE 12**  
**EVALUATION**

A. Supervision of employees will be conducted professionally, openly and with full knowledge of the employee. Employees shall be given a copy of any evaluation report prepared by a Supervisor and will have the right to discuss their report. The Supervisor must confer with any employee whose service has been rated unsatisfactory in any respect, explain the ratings and plan cooperatively for improvement.

B. Employees will have the right, upon written request, to review the contents of their

personnel file.

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

D. The evaluation process and instrument shall be attached to this collective bargaining agreement and incorporated by reference as Appendix B.

### **ARTICLE 13** **OVERTIME**

The School agrees that when Unit T employee works beyond forty (40) hours per week, that all such work shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay.

### **ARTICLE 14** **INSURANCE**

Should the Coalition of City Unions no longer be in existence, the Association reserves its rights to bargain regarding healthcare.

### **ARTICLE 15** **JUST CAUSE**

The Committee agrees that no employee shall be discharged, disciplined, reprimanded, or reduced in rank or compensation except for just cause.

### **ARTICLE 16** **JURY DUTY**

A Unit T employee required to be absent from work because of jury duty, or who is required to attend court or other legal proceedings pursuant to a summons, in connection with matters arising out of their professional responsibilities, shall be paid the difference, if any, between the amount they received because of such jury duty or summons, and their regular wages, including extra-curricular or coaching positions.

**ARTICLE 17**  
**REDUCTION IN FORCE**

- A. Seniority is defined as length of continuous, unbroken employment in positions covered by this Agreement.
- B. Where used in this Article, classification shall mean those classifications for which separate hourly rate schedules are listed in Appendix A - Hourly Rates of Pay. Any RIF shall be done by job title and treated separately.
- C. When the Committee reduces the number of positions in any classification, the employee(s) in that classification with the least amount of seniority shall be the first to be laid off.
- D. In the event of a Reduction in Force (RIF), such reduction will be determined by seniority in each job title as described in the recognition clause and the salary guide.
- E. In the event of a reduction in force in the job title of Language Program Aides: Bilingual and Language Program Aides ESL, such reduction will be determined by seniority in each job title and language serviced (i.e., Spanish, Portuguese).
- 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.

**ARTICLE 18**  
**POSITIONS IN SUMMER SCHOOL AND FEDERAL PROGRAMS**

All openings in Summer School and Federal programs will be adequately publicized. Employees of this unit who apply for openings in Summer School and Federal programs will be given preference, after Unit A, Framingham Teachers Association applicants and individuals who have held such positions in immediately preceding year, for positions for which they are qualified.

**ARTICLE 19**  
**PARENTAL LEAVE OF ABSENCE**

- 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 they are electing at least two (2) 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 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.

## **ARTICLE 20** **TRANSFER**

A. If an employee accepts a position in the Framingham Public Schools outside this bargaining unit, they will maintain but not accrue seniority for a period not to exceed one (1) year while outside this bargaining unit. If such employee involuntarily leaves the position outside this bargaining unit, within one (1) year, they may return to a comparable position in this unit to the extent their seniority permits by displacing the least senior employee in the classification such former employee left. If, however, such former employee voluntarily requests return to a position in this bargaining unit, they will not be entitled to displace a person in this unit but may be offered a vacant position if and when one occurs. Adjustment to seniority date will be based on date of starting again in position covered by this Agreement. If such former employee is dismissed for cause or involuntarily leaves the position outside this bargaining unit for reasons or circumstances which

call into question his or her ability to perform in this bargaining unit position, they will not be allowed to return to a position within this bargaining unit.

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.

## **ARTICLE 21** **RATES OF PAY**

The rates of pay that shall be in effect for the contract period are attached as Appendix A and are annexed to and made part of this Agreement.

Effective September 1, 2016, any Unit T employee who holds a Bachelor's Degree from an accredited, degree granting institution or a current and valid Massachusetts Teacher's Certification from the Massachusetts Department of Elementary and Secondary Education shall be awarded an additional Five Hundred and Fifty dollars (\$550.00) at the completion of each full school year.

Effective September 1, 2017, any Unit T employee who holds a Bachelor's Degree from an accredited, degree granting institution or a current and valid Massachusetts Teacher's Certification from the Massachusetts Department of Elementary and Secondary Education shall be awarded an additional Six Hundred dollars (\$600.00) at the completion of each full school year.

This benefit is intended for any eligible employee to access only one of the above - awards. Benefits under this Article shall be awarded on an FTE basis. For example, an individual

that is a .5 FTE shall be eligible to receive Two Hundred and Fifty (\$250.00) for a Bachelor's degree.

**ARTICLE 22**  
**DURATION**

The provisions of this Agreement shall be in effect from September 1, 2015 through August 31, 2018. By January 1<sup>st</sup> prior to the expiration date, either party may notify the other in writing of its desire to negotiate changes in this Agreement.

The Committee and the Association agree to enter into such negotiations no later than the January 31st immediately following such notifications.

**ARTICLE 23**  
**TEACHING POSITION VACANCIES**

A. Employees of this unit who hold Massachusetts teaching certificates and who wish to be considered for teaching positions in the Framingham Public Schools for which they are qualified shall:

1. Place on file with the Assistant Superintendent for Human Resources a request to be considered for such opening.
2. File the necessary credentials showing their qualifications.
3. Update such requests each year.

B. The Committee agrees to notify employees of this Unit who have complied with Section A above when appropriate openings are available and to give due consideration to their application; and where qualifications are equal as determined by the Superintendent, to give priority of appointment to applicants who are employees of this Unit. This Article shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 24**  
**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 employees, individually and collectively, agree that if there is a violation of this clause, any and or all bargaining unit employees 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 participating or involvement in the prohibited conduct.

**ARTICLE 25**  
**SCHOOL COMMITTEE RIGHTS**

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

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

**ARTICLE 26**  
**PROBATION**

Newly hired employees shall be on probation for one (1) school year, but in no event less than ninety (90) school days. Upon successful completion of probation, an employee's seniority will revert to their date of hire.

**ARTICLE 27**  
**PROTECTION**

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

B. This report will be forwarded to the Superintendent who will use their best efforts to comply with any reasonable request from the teacher for information in their possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.

**ARTICLE 28**  
**EDUCATION REIMBURSEMENT**

A. The School Committee shall allocate seven thousand and five hundred dollars (\$7,500.00) for the purpose of reimbursing Unit T 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.

B. 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.

**ARTICLE 29**  
**PROFESSIONAL DEVELOPMENT ACTIVITIES**

Commencing September 1, 2013, the work year will include one hundred eighty (180) student contact days and three (3) Unit T professional development days. Commencing September 1, 2014, the work year will include one hundred eighty (180) student contact days and four (4) Unit T professional development days.

A subcommittee from the unit will meet with the Director of Curriculum and Staff Development in order to discuss and plan professional development and in-service courses for employees of the unit.

A unit employee may request that they want to attend a professional development activity outside of the unit employee's normal work day or the Building Principal may determine that they want a unit employee(s) to attend such a professional development activity. In either case, the request or instruction to attend must be made so that the Building Principal will inform the unit employee to attend at least seven (7) days in advance of the professional development activity. The Building Principal's approval will also be sent electronically to the Office of Human Resources. If the unit employee attends the approved professional development activity outside of the unit employee's normal work day, they will be compensated at their normal hourly rate.

All parties agree that professional development regarding new electronic systems such as Teachpoint shall be discussed and agreed upon.

**ARTICLE 30**  
**RECERTIFICATION REIMBURSEMENT**

Any employee who becomes recertified will be eligible for reimbursement of up to \$135.00 for the cost of recertification. Effective September 1, 2000, upon proof(s) of recertification(s), employees may apply for this reimbursement through the Office of Human Resources.

**ARTICLE 31**  
**SICK LEAVE BUY BACK PROGRAM**

Employees who have served in the Framingham Public School System for fifteen (15) years or more will be entitled to buy back unused, accumulated sick leave upon retirement according to the following stipulations.

- A. The notification of intent to retire is received by the Assistant Superintendent for Human Resources no later than the second Friday in the February preceding the retirement.
- B. The employee must retire between the end of the school year and the beginning of the next school year. This requirement may be waived by the Superintendent.
- C. The employee 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 employee will be paid the amount of one hundred dollars (\$100) for each unused sick day up to a maximum of seventy (70) days, unless the employee uses more than ten (10) sick days after notification of intent to retire in which case the amount paid will be ninety dollars (\$90). 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 seven thousand dollars (\$7,000.00), except that it will remain six thousand dollars (\$6,000.00), per employee in the event the Unit T employee uses more than ten (10) sick days after notification of intent to retire.
- F. Any payments made under this Article shall be made in three equal annual installments: The first payment will occur on the date of the employee's retirement; the second payment will occur on the first anniversary of the employee's retirement; the third payment will occur on the second anniversary of the employee's retirement.
- 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.

**ARTICLE 32**  
**HOURS**

A. All employees will be compensated their regular hourly rate of pay if they are required by their administrator to attend any meeting/presentations outside of the regular school day for students, including Open Houses. (If the weekly total of hours is more than forty (40) see Article 13, Overtime.)

B. Effective the 2019-2020 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.

C. 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.

D. 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.

E. 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.

**ARTICLE 33**  
**WORKLOAD**

A. Commencing with the 2011-2012 school year, unit employees will be available for one additional paid work day. This additional day will include, but not be limited to classroom preparation and review of IEP's (50%) and building based and/or district training (50%). This additional day will be scheduled on the day immediately before school commences for students.

If, as a result of inclement weather, the opening of school is delayed or school is released early, employees of the Association will be paid their regular hourly rate of pay for the time lost.

If a Unit employee is requested by Administration to cover a class due to a teacher's absence, and the employee agrees, they will be paid three dollars and seventy-five cents (\$3.75) for each one half hour of coverage.

Effective September 1, 2013, if a Unit employee is requested by Administration to cover a class due to a teacher's absence, and the employee agrees, they will be paid four dollars (\$4.00) for each one half hour of coverage.

Effective September 1, 2014, if a Unit employee is requested by Administration to cover a class due to a teacher's absence, and the employee agrees, they will be paid five dollars (\$5.00) for each one half hour of coverage.

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 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)

### **ARTICLE 34** **RECALL**

This refers to the right of an employee to return to a position in the job title from which the employee was laid off.

Any employee that is laid off pursuant to this Article shall have a right to be recalled during the first two (2) years of their layoff to any vacancy in the job title from which they were laid off on a last out first in basis so long as the employee is qualified for the vacant position.

The Office of Human Resources will notify an employee on recall when a vacancy exists within their classification so long as the employee is qualified for the vacant position. An employee that is on recall from a benefit-level position who is recalled to a non-benefit level position may decline the recall in writing within fourteen (14) calendar days of the notice without forfeiting their recall rights. If a benefit level employee accepts a recall to a non-benefit level position, the employee's recall rights to a benefit level position shall be retained. If an employee fails to respond within fourteen (14) calendar days their name shall be removed from the recall list.

The Association and the School Committee agree that the above-stated procedure will be used first for the recall of all employees to positions following layoff.

**ARTICLE 35**  
**WORKERS' COMPENSATION**

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.

**ARTICLE 36**  
**NEGOTIATION PROCEDURE**

- A. Not later than October 1 of the school year in which this Agreement expires, the School Committee and the Association agree to enter into negotiations over a successor agreement.
- B. Any Agreement reached between the School Committee and the Association will be reduced to writing and signed by the School 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 School 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 employee of the Personnel Committee of the Association, or any other participant in the grievance procedure by reasons of such participation.

**ARTICLE 37**  
**EXTENDED LEAVES OF ABSENCE**

- 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.

### **FAMILY MEDICAL LEAVE ACT\***

1. In accordance with the Family and Medical Leave Act of 1993, the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve (12) month period in accord with the Act. Eligible employees shall be defined as set forth in the Act.

#### 2. Reasons for Leave

- a. To care for a newborn or newly placed adopted or foster child;
- b. To care for a child, spouse or parent with a serious health condition; and/or
- c. To care for the employee's own serious health condition.

#### 3. Group Health Insurance Coverage

The Town of Framingham will continue its contribution to group health insurance for an employee who is out on family or medical leave. The employee must continue to pay his or her share of such premium during the leave period.

4. Vacation Time, Sick Time and Seniority

All leaves taken under the Family and Medical leave will be considered unpaid except as provided for in the collective bargaining agreements entered into between the Framingham School Committee and the bargaining unit. Seniority within the unit upon return from leave will follow the provisions of the collective bargaining agreement. Authorized FMLA shall not constitute a break in service for purposes of seniority.

5. Reinstatement

At the end of a family or medical leave an employee shall be restored to his or her former position, if available, or to a similar position elsewhere in the system, with the same pay, benefits and working conditions. The employee's right to be restored is limited to what the employee's job would have been if he or they have not taken the leave.

\*For reference purposes only.

**APPENDIX A**

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

B. 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.

C. 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.



**SALARY SCHEDULE**

Special Education Assistant Teachers; Language Program Assistant Teachers; Interventionists				
Step	08/31/2018	09/01/2018 (1%)	09/01/2019 (2%)	09/01/2020 (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

<b>Supermax Steps</b>		
Supermax 1	Twelve (12) years in Framingham Public Schools	\$500.00
Supermax 2	Sixteen (16) years in Framingham Public Schools	\$1,000.00
Supermax 3	Twenty (20) years in Framingham Public Schools	\$1,500.00

**SALARY SCHEDULE**

Language Program Aides; Library Assistants; Special Education Aides; Classroom Aides				
Step	08/31/2019	09/01/2018 (1%)	09/01/2019 (2%)	09/01/2020 (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 Steps		
Supermax 1	Twelve (12) years in Framingham Public Schools	\$500.00
Supermax 2	Sixteen (16) years in Framingham Public Schools	\$1,000.00
Supermax 3	Twenty (20) years in Framingham Public Schools	\$1,500.00

**SALARY SCHEDULE**

Interventionist Teachers (Not available for New Hires)				
Step	08/31/2019	09/01/2018 (1%)	09/01/2019 (2%)	09/01/2020 (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 Steps		
Supermax 1	Twelve (12) years in Framingham Public Schools	\$500.00
Supermax 2	Sixteen (16) years in Framingham Public Schools	\$1,000.00
Supermax 3	Twenty (20) years in Framingham Public Schools	\$1,500.00

## 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.

APPENDIX B

**UNIT T EVALUATION**  
**INSTRUMENT**

**APPENDIX B**  
**Framingham Teachers Association**  
**Unit T Evaluation Process**

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.

**FRAMINGHAM PUBLIC SCHOOLS**  
**EDUCATIONAL SUPPORT PARAPROFESSIONAL**  
**EVALUATION**

Paraprofessional	
Department	
Principal	
Evaluator	

The Evaluator, Cooperating Teacher(s) and the Paraprofessional have reviewed the expectations for all Position Functions below.

Evaluator		Date	
Cooperating Teacher(s)		Date	
Paraprofessional		Date	

Position Controls	EXPECTATIONS					
	EXCEEDS	MEETS	Needs Improv.	Unsat.	N/A	Comment
<b>Quality of Work and Service:</b> ability to work independently, demonstrated follow through on assigned tasks, adherence to school policies and procedures.						
<b>Problem Solving:</b> ability to make decisions and solve problems independently when appropriate.						
<b>Initiative:</b> shows self-direction, uses time effectively, and meets deadlines.						
<b>Inter-personal Skills:</b> demonstrates good inter-personal skills with students, the classroom teacher, other staff, parents and administration.						



<b>Reliability and Dependability:</b> dependable and reliable in conforming to work schedules.						
<b>Program Implementation:</b> follows through with the Evaluator and/or Teacher directions regarding classroom expectations and student programs.						
<b>Communication Skills:</b> <b>BILINGUAL</b> possesses necessary oral and written language skills in both the native language and English.						
<b>Communication Skills:</b> <b>STANDARD</b> possesses necessary oral and written language skills						
<b>Instructional Skills:</b> familiar with instructional materials and programs; works with students 1:1 and or small groups effectively						
<b>Other Commendations and Recommendations:</b>						
PRINCIPAL'S COMMENTS:						
EVALUATOR'S COMMENTS:						
COOPERATING TEACHER'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

Evaluator		Date	
Cooperating Teacher(s)		Date	
Principal		Date	

Paraprofessional		Date	
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APPENDIX C

**SIDE LETTER AGREEMENT  
BETWEEN  
FRAMINGHAM SCHOOL COMMITTEE  
AND FRAMINGHAM TEACHERS ASSOCIATION  
UNIT T**

WHEREAS, the Framingham School Committee (the “Committee”) and the Framingham Teachers Association, Unit T (the “Association”) have been unable to reach agreement on the issue of whether duty free lunch periods for unit employees are paid or unpaid, the parties hereby agree as follows:

1. The Association maintains its position that the collective bargaining agreement requires that duty free lunch periods of thirty (30) minutes be paid by the Committee. Without waiving this position, the Association agrees that it will not file a grievance concerning this issue at any time before September 1, 2013. The Association further agrees that should its position be upheld by an arbitrator, no remedy for any failure by the Committee to pay unit members for a duty free lunch period shall cover any period before September 1, 2013.

2. The Committee maintains its position that the collective bargaining agreement does not require it to pay for duty free lunch periods of thirty (30) minutes. In the event the Association chooses to file a grievance concerning the lunch period issue, the Committee agrees to waive any timeliness issues concerning the filing of the grievance. The Committee, however, reserves the right to take the position that any remedy for an alleged violation of the collective bargaining agreement by the Committee shall not be retroactive for more than ten (10) school days before the filing of the grievance.

Framingham Teachers Association, Unit T

Framingham School Committee

Signed in the City of Framingham on this 12<sup>th</sup> day of March 2019.

FRAMINGHAM SCHOOL COMMITTEE

FRAMINGHAM TEACHERS ASSOCIATION

By: Tracy Bryant

By: Deisi Casese

By: Neil P. A.

By: Ann Proatti

By: Debra W.M.

By: Ana Layd. DeVita

By: J.M. L.

By: Laurand Bryant

By: Beverly A. Auger

By: Cher

By: Shirley

By: \_\_\_\_\_

By: Col. Foley

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_