

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
FRAMINGHAM ADMINISTRATORS ASSOCIATION  
AND THE  
FRAMINGHAM SCHOOL COMMITTEE  
COVID-19 SCHOOL CLOSURE**

**WHEREAS**, the Framingham Administrators Association (“the FAA”) and the Framingham School Committee (“the School Committee”) are parties to a Collective Bargaining Agreement that is effective from July 1, 2018 – June 30, 2021 (“the Contract”);

**WHEREAS**, on Thursday, March 12, 2020, acting pursuant to Sections 7, 8 and 8A of Chapter 639 of the Acts of 1950, the Governor of the Commonwealth of Massachusetts issued an Order Suspending Certain Provisions of the Open Meeting Law, Chapter 30A, Section 20 of the General Laws (“the Open Meeting Law Order”);

**WHEREAS**, on Sunday, March 15, 2020, acting pursuant to Sections 7, 8 and 8A of Chapter 639 of the Acts of 1950, the Governor of the Commonwealth of Massachusetts issued an Order Temporarily Closing All Public and Private Elementary and Secondary Schools (“the School Closure Order”) from the end of the school day on Monday, March 16, 2020 until the start of the school day on Monday, April 6, 2020 and then on Wednesday, March 25, 2020, extended said order through the start of the school day on Monday, May 4, 2020 (“the closure period”);

**WHEREAS**, in view of the School Closure Order, representatives of the FAA and the School Committee have discussed the terms and conditions of employment of FAA Members during the closure period;

**WHEREAS**, during this unprecedented and ever-changing time, the School Committee and FAA share the mutually beneficial goal of working cooperatively to support all students and staff and keep us connected to the school community. We intend to engage students as much as possible and make available the necessary resources to students, families, and staff to do so;

**WHEREAS**, the parties wish to preserve the health and welfare of students, employees and community members, the FAA and the School Committee agree that the following protocols and procedures will apply to all Members of the FAA by entering into this Memorandum of Agreement;

**NOW, THEREFORE**, having bargained collectively pursuant to Chapter 150E of the General Laws, the FAA and the School Committee agree to the following terms and conditions all of which are effective as of March 17, 2020:

1. During the closure period employees shall receive full pay and benefits in accordance with the contract and shall have no loss of accumulated leave. In addition, those serving in stipend roles (e.g., mentors, club advisors, and teacher-leaders) will continue their activities to the extent possible and receive their stipends as scheduled. All days during the closure period or any extension thereof shall count toward the contractual work year.
2. For the length of the closure, an employee diagnosed with coronavirus may continue to work as outlined in this MOA. If unable to work, the employee shall be eligible for paid leave pursuant to Article VIII, Section D of the Contract.
3. No employee's evaluation shall be negatively impacted during the closure period. Additionally, employees who are on a performance improvement plan will have all improvement plan timelines extended for a period of time equal to the length of the closure period. All Evaluation Procedure timelines shall be held in abeyance during the term of this Agreement. Closure period time shall count for the progression of educators towards obtaining Professional Teacher Status (PTS). Notwithstanding the above, the Superintendent of Schools retains any and all contractual and legal rights that he may have concerning discipline, dismissal and non-renewal of educators during the closure period. Educators shall similarly retain any and all rights that they may have under the Contract, the Evaluation Procedure and the applicable law. The parties further agree as follows:
  1. A non-renewal decision shall be based on information obtained prior to the closure period.
  2. Provided that the Evaluation Procedure was followed through the onset of the closure period (i.e. March 17, 2020) on an individual basis, the Parties agree that the District shall be deemed to have complied with any and all procedural and substantive contract requirements for evaluating non-PTS staff for the 2019-2020 school year.
  3. Further, provided that the Evaluation Procedure was followed through the onset of the closure period (i.e. March 17, 2020) on an individual basis, the Parties agree that the District shall be deemed to have complied with any

and all procedural and substantive contract requirements for evaluating PTS staff for the 2019-2020 school year.

4. On a voluntary basis, Educators may submit evidence from the pre-closure period to be included in the 2019 – 2020 evaluation by May 8, 2020.

In the event that DESE issues guidance concerning the non-renewal of non-PTS educators, the dismissal of PTS educators and/or the Evaluation Procedure, the parties agree to meet in order to consider such guidance.

5. The District will continue to make resources available to students through its Remote Learning Plan (RLP) as outlined in Exhibit A. FAA Members will support and engage students, families and staff with work of the RLP as outlined in Appendix A. FAA Members will be expected to do the following:
  - a. Remain available remotely during normal work hours to the extent possible.
  - b. The District shall make all reasonable efforts to ensure that FAA Member workload and responsibilities are uniform across the district.
6. The confidentiality of records, virtual discussions, or other matters which relate to student confidentiality during the closure period cannot be guaranteed. In the event IEP meetings, or other meetings which trigger privacy issues are conducted during the closure period, the District shall assume any and all liability for student privacy violations which may occur, including FERPA.
7. The terms of this MOA shall not constitute a past practice or precedent.
8. This MOA will stay in full force and effect through the end of the school closure period or June 24, 2020, whichever is earlier. It will not be modified or extended unless by mutual agreement.
9. Except as may be modified by this Agreement, the terms of the Contract shall continue in full force and effect.

**For the Framingham Administrators Association:**

**Date:**

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Jeff Convery, President

**For the Framingham School Committee:**

**Date:**

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Dr. Robert Tremblay, Superintendent of Schools

## APPENDIX A

### Remote Learning Plan

**Dear Colleagues:**

**I hope you had a great weekend (once you reminded yourself that it was a weekend) and that this message finds you well and managing as best you can during this unimaginable time.**

**We have been working closely with the Framingham Teachers Association and our school administrators to develop a remote learning plan that is equitable and ensures we are doing everything possible to meet the needs of all of our students. If you have not yet done so already, I encourage you to read these guidelines from the Department of Elementary and Secondary Education (DESE) which outlines the priority areas each district must consider when developing a remote learning plan.**

**These guidelines specifically state:**

- **Equity needs to be a top consideration in local planning efforts, especially as districts and schools make plans to manage an extended closure;**
- **Making connections between school staff and students is paramount, particularly for the most vulnerable members of our school communities;**
- **Districts and schools must work to adopt a remote learning model;**
- **Remote learning models must launch in early April;**
- **Districts should support students to engage in meaningful and productive learning for approximately half the length of a regular school day (educator directed and self-directed learning);**
- **Strongly recommend that districts and schools focus on reinforcing skills already taught this school year and applying and deepening these skills;**
- **Districts and schools should also consider ways that student learning can continue offline;**
- **Components:**
  - **Connect with one or more educators multiple times per week**
  - **Access to multiple hours of academic content directed by educators, which focus on reinforcing skills already taught**
  - **Time each day for physical activity**
  - **Additional daily time for enrichment activities such as the arts;**
- **Teachers should provide feedback on student work completed at home;**  
**and**

- **Strongly recommend academic content be graded as credit/no credit**
  - **Before moving forward with determinations of “no credit” schools are strongly urged to consider whether the students have had equitable access to learning opportunities (eg: technology, health, disability, and language challenges).**

**In accordance with these guidelines, we have developed the remote learning plan outlined below. We are confident this is a sustainable and accessible means of providing meaningful and engaging learning opportunities for our students in a way that is equitable and takes into consideration the needs of all of our students.**

**While the details of the plan are explained in the table below, the key components of the plan include:**

- **A weekly learning calendar for each grade level and department to provide students with approximately 3 hours of engaging and meaningful learning activities each day focused on review of previously taught skills so as to reinforce and deepen students’ understanding of content;**
- **Support from special education staff and language development coaches to ensure all student have resources to make the content accessible to them;**
- **The inclusion of “no tech” learning options;**
- **Teacher-initiated outreach to students at least twice per week;**
- **A minimum of 180 minutes of office hours per week for each educator so students can have direct and immediate access to their teachers;**
- **Feedback from teachers;**
- **Opportunities for teachers to tailor the learning to meet students’ individual needs; and**
- **Grading incentives to keep students engaged while ensuring those students dealing with challenges are treated equitably.**

**This work is incredibly important as it provides structure and opportunity for our students and I am particularly grateful to our Office of Teaching and Learning, Special Education and Multilingual Education Departments, and to our FTA partners for developing this model to serve our students as best as we are able during this challenging time.**

**And to all of our teachers, support staff, department heads, coaches, and directors: We could not do this work without all of you. Your contribution is critical to the success of this remote learning plan for all students, but**

particularly for our most vulnerable population. We ask that you keep the needs of ALL students in mind as you develop plans, communicate with students and families, and schedule your office hours. If there is anything that you need or anything we can do to support you, please do not hesitate to reach out. We will, of course, continue to check in with all of you as we proceed.

My best,  
Bob

## **Elementary and Secondary Remote Learning Summary**

### **ELEMENTARY**

**Video (4:24 in length)**

**Draft of Calendar of Activities Elementary (white area will be populated by staff and coached and department heads will populate the colored areas)**

**Collaborative Remote Learning - ELEMENTARY**

### **SECONDARY**

**Remote Learning -Secondary**

**Calendar of Activities - MS**

**Calendar of Activities - FHS**

## APPENDIX B

### Framingham Public Schools Remote Work Expectations

During these unprecedented times and in response to the Governor's Stay at Home Advisory, Framingham Public Schools would like to take this opportunity to provide everyone with the work schedules of our employees. Please note that moving to this work-from-home environment will require a large number of virtual meetings as we work to establish a new, short term norm. This, in addition to the barrier of the Stay at Home Advisory, poses an additional challenge for those who are the caregivers in their ability to be present at short notice and at all times.

Please know that everyone is working hard to meet the varying needs of all the stakeholders in our diverse district. These changing times involve phone calls, video conferencing, texting, and emails with various constituencies. All of these communications are working toward resolving issues that have come up in various forums. These identified needs can take on varying levels of urgency depending on the context of the need and may compete for the resources that we have to address them. Please note that all departments and schools are working collaboratively to address these needs in short order, and we appreciate your patience, understanding and support during this time.

#### **Senior Leaders - Superintendent, Assistant Superintendents, Executive Director and Directors**

- *Working remotely from home takes into account the extenuating circumstances that occur when families are asked to follow the Governor's Stay at Home Advisory.*
- *Individuals will work to attend meetings as they are able and respond to requests as soon as possible.*

Work Day Hours: 8:00am-4:00pm (to the best of their ability)

Work Day Access: Email, telephone or video conferencing - As Scheduled  
Text: When using text features please be mindful of workplace texting Etiquette (adapted from <https://simpletexting.com/>):

- Avoid sending texts outside of the work day.
- Only send texts regarding issues that require a quick response.
- Do not text personal, confidential, or FERPA protected information.
- Proofread your messages.
- Do not send texts during meetings unless given permission.
- Keep it brief.

Meetings could include, but are not limited to:

- Senior Leader Check-In Meetings: Twice Daily
- School Committee Meetings: As needed based on relevant agenda items
- School Building Committee Meetings: As needed based on relevant agenda items
- School Committee Subcommittee Meetings: As needed based on relevant agenda items

- Principal Check-In Meetings: Daily
- Meetings with Department of Elementary and Secondary Education, the City of Framingham, community partners, consultants, vendors and various school based departments

Emergency Expectations:

- On-call as needed for emergency situations

**Building Administrators (All Levels)**

- *Working remotely from home takes into account the extenuating circumstances that occur when families are asked to follow the Governor's Stay at Home Advisory.*
- *Individuals will work to attend meetings as they are able and respond to requests as soon as possible.*

Work Day Hours: 8:00am-4:00pm (to the best of their ability)

Work Day Access: Email, telephone or video conferencing - As Scheduled  
Text: When using text features please be mindful of workplace texting Etiquette (adapted from <https://simpletexting.com/>):

- Avoid sending texts outside of the work day
- Only send texts regarding issues that require a quick response
- Do not text personal, confidential, or FERPA protected information
- Proofread your messages
- Do not send texts during meetings unless given permission.
- Keep it brief

Meetings could include but are not limited to:

- Assistant Superintendent Daily Check-In Meeting
- Principal/Staff Meetings
- Grade level and department meetings

Emergency Expectations:

- On-call as needed for emergency situations

**Teachers/Support Staff/Related Support Personnel/Paraprofessionals/Office Staff/Out of School Time (All Levels)**

- *Working remotely from home takes into account the extenuating circumstances that occur when families are asked to follow the Governor's Stay at Home Advisory.*
- *Individuals will work to attend meetings as they are able and respond to requests as soon as possible.*

Work Day Hours: Follow the school day schedule (to the best of their ability)

Work Day Access: Email, telephone or video conferencing - as scheduled

Text: When using text features please be mindful of workplace texting Etiquette (adapted from <https://simpletexting.com/>):

- Avoid sending texts outside of the work day.
- Only send texts regarding issues that require a quick response.
- Do not text personal, confidential, or FERPA protected information.
- Proofread your messages.
- Do not send texts during meetings unless given permission.
- Keep it brief.

Meetings could include but are not limited to:

- Faculty Meetings: Times are provided in advance
- Grade level meetings: Times are provided in advance
- Department meetings: Times are provided in advance