

MEMORANDUM OF AGREEMENT
BETWEEN THE
FRAMINGHAM ADMINISTRATORS ASSOCIATION
AND THE
FRAMINGHAM SCHOOL COMMITTEE
FOR NEW COLLECTIVE BARGAINING AGREEMENT
TO TAKE EFFECT AS OF JULY 1, 2018

1. Term of New Contract (Article XXV, p. 34)

The new Contract between the Framingham Administrators Association (“the FAA”) and the Framingham School Committee (“the School Committee”) shall be effective from July 1, 2018 – June 30, 2021. Appropriate date adjustments shall be made wherever applicable in the new Contract.

2. Interim Agreements

All interim or other agreements that have been entered during the term of the July 1, 2015 – June 30, 2018 Collective Bargaining Agreement shall be incorporated into the successor Contract whenever applicable.

3. Provisions of New Contract

Except as modified by any such interim or other agreements between the parties and/or except as modified during these negotiations and/or except for such technical matters as date changes, all other provisions of the July 1, 2015 – June 30, 2018 Contract shall be carried over intact into the successor Contract.

4. Recognition (Article I, Section C, p. 1)

Section C shall be amended by adding the following:

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.

5. Salaries and Compensation (Article II and Appendix B).

A. 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% |

B. In addition to positions that have been either added to, or modified, 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. 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.**

C. The new Administrators Salary Schedule (Appendix B) and the Advanced Study Increments Schedule is attached to this Agreement. The changes described in Paragraph B1 and B2 above are highlighted in green type and any changes to the Salary Schedule that are the result of an Interim Agreement are highlighted in blue type.

D. The asterisk in Section A3 and the accompanying footnote shall be removed since they are no longer applicable.

- E. Section A5 shall be deleted since it is no longer applicable.
- F. Super Max Step (Appendix A, p. 35)

The first paragraph of the Super Max Step (Appendix A) shall be modified to read as follows:

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 Steps, 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:

- G. The updated Coaches and Extracurricular Schedule for the term of the new Contract shall be attached to the Contract as Appendix D.

6. Vacation Leave (Article IV, Sections D and E, p. 7)

Sections D and E shall be amended by increasing, respectively the number of vacation days from twenty (20) to twenty-two (22) and from twenty-five (25) to twenty-seven (27).

7. Personal and Religious Leave (Article VIII, Section B, p. 24)

Article VIII, Section B shall be amended to read as follows:

- 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.

8. Parental Leave (Article VIII, Section F, p. 18)

Section F (Maternity Leave) be changed to Parental Leave and shall read as follows below. As a result of the following changes, Article X (Adoption Leave) shall be deleted from the Contract:

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 School Department and the insurance carrier, provided such premiums are paid in advance to the Business Office. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.

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.

9. Sick Leave (Article IX, p. 20)

A. Section C shall be amended to read as follows:

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.

B. Section E3 shall be amended to read as follows:

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.

10. Professional Development (Article XV, p. 26)

A new Section G shall be added to read as follows:

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

11. Licensure (Article XVII, Section G, p. 29)

A new Section G shall be added stating as follows:

- F. 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.
12. Housekeeping. All references to gender in the Contract (i.e. "he/she," "his/her," "him/her") shall be changed to gender neutral references such as they, their, them.
13. This Memorandum of Agreement is subject to the ratification of the School Committee and the membership of the FAA and the Negotiating Committees of the School Committee and the FAA agree to recommend such acceptance to the full School Committee and the Membership of the FAA respectively.

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

FRAMINGHAM SCHOOL COMMITTEE

FRAMINGHAM ADMINISTRATORS ASSOCIATION

By: [Signature]

By: [Signature]
Jeff Convery, President

By: [Signature]

By: [Signature]
Ildefonso Arellano, Secretary

By: [Signature]

By: [Signature]
Jean Nolan, Treasurer

By: [Signature]

By: [Signature]
Beth Herrmann, Negotiating Committee

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: _____