

FRAMINGHAM SCHOOL COMMITTEE  
AND  
UNIT A OF THE FRAMINGHAM TEACHERS ASSOCIATION

**TENTATIVE MEMORANDUM OF AGREEMENT  
SUBJECT TO RATIFICATION AND APPROVAL**

This MEMORANDUM OF AGREEMENT is made and entered into by and between the FRAMINGHAM SCHOOL COMMITTEE (hereinafter referred to as "the School Committee" and/or "the Committee") and the FRAMINGHAM TEACHERS ASSOCIATION Unit A (hereinafter referred to as "the Association").

WHEREAS, the Committee and the Association are parties to a Collective Bargaining Agreement ("CBA") for the period of July 1, 2021 through and including June 30, 2024; and,

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

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of September 1, 2024 through and including August 31, 2027;

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

1. The duration of the Agreement shall be for the period of **September 1, 2024** through and including **August 31, 2027**.
2. Appendix A (Salary Schedule) shall have the following COLA increases applied:  
**Year 1 (2024-2025): 2% effective 9/1/2024.**  
**Year 2 (2025-2026): 3% effective 9/1/2025.**  
**Year 3 (2026-2027): 3.5% effective 9/1/2026.**
3. Appendix A (Salary Schedule) shall have the following added steps:  
**Year 2 (2025-2026): Step 13 shall be created which shall be 2% higher than Step 12.**  
**Year 3 (2026-2027): Step 14 shall be created which shall be 2% higher than Step 13.**
4. Appendix A (Salary Schedule) shall have the following changes: **Effective the 2025-2026 school year, the Doctorate column in the Salary Schedule will be adapted to establish 2% increases from M+75 column.**
5. Appendix A (Salary Schedule) shall have the following added to section E: **Any educator who has obtained National Board Certification for Educators will be reimbursed for up to \$500 for the cost of that certification.**
6. A new Section C of Appendix A (Salary Schedule) will be created as follows: Effective with the **1984-85 2024-2025** school year, teachers will be paid on the basis of either **twenty-two one (21) (22)** or twenty-six (26) equal bi-weekly payments **paid prior to June 30** as the individual teacher may elect. **An educator may elect to have the 23rd through 26th payments as live**

**checks, issued before June 30.** Those who elect the twenty-six (26) payment option will no longer be eligible for lump-sum payment of the twenty-second (22nd) through twenty-sixth (26th) bi-weekly payment. A teacher may change their salary payment basis once each year provided they notify the Office of Human Resources by August 1 immediately preceding the school year for which the change is desired. **Any employee whose employment begins after the first day of school will be paid on the basis of twenty-six (26) equal bi-weekly payments.**

7. The following provisions shall be added to STIPENDS: **Effective the 2026-2027 school year, all stipends will be subject to a 3.5% increase.**

8. The title of the Limited English Proficiency Coordinator (LEP) in STIPENDS shall be changed to **Emerging Bilingual Coordinator.**

9. Article 25 “Specialists and Special Programs” shall have the following sections changed as follows:

**B. Continuous monitoring and evaluation of social emotional support services will be ongoing. Where a concern arises about the maximum school-wide ratio of students and social-emotional support educators, the Association shall collaborate with the Director of Health and Wellness to review the ratio and workload allocation, and work to identify solutions to provide additional support. These educators currently include School Social Workers, School Adjustment Counselors, School Counselors, School Psychologists, School Nurses, Wrap-Around Coordinators, Social-Emotional Behavioral (SEB) Coaches, Restoration Support Specialists and Restoration Teachers, Student Support Specialists, Behavior Specialists, and/or Registered Behavior Technicians (RBT).**

C. Where practical and possible, the ~~Middle and High~~ School Counselors’ workload shall **be include the responsibility of not more than three hundred (300) students. no more than 275 students at the Middle School level and no more than 275 students at the High School level, provided such numbers shall be calculated as an average among school counselors within the school rather than based on individual caseloads. In addition, it is understood that while these numbers are shared goals, space and financial implications may make these unfeasible and, as a result, the preceding shall not be subject to the grievance process.**

10. Article 11 “Class Size” shall have the following changes made to sections A and C:  
 The Committee and the Association recognize that class size guidelines for ~~core academic~~ all subjects are an important factor in supporting quality education. Class size guidelines by grade level PK-8 and by course level 9-12 (including ESL classes) ~~average class size guidelines at the high school~~ will be targeted as indicated below, **provided it is understood that physical education, band, choral, dance, leadership, work experience and other similar classes may not fall under these guidelines because it could be advantageous to have more students in the class, as long as there is physical space to keep all students safe. In addition, it is understood that while these numbers are shared goals, space and financial implications may make these unfeasible and, as a result, the following shall not be subject to the grievance process.**

| Grade/Course Level | Number of Students             |
|--------------------|--------------------------------|
| PreK               | <del>22</del> <b><u>21</u></b> |
| K                  | <del>22</del> <b><u>21</u></b> |

|                       |                             |
|-----------------------|-----------------------------|
| 1-2                   | 24 <u>23</u>                |
| 3-8                   | 25 <u>24</u>                |
| 9-12 <u>AP/Honors</u> | 30 <u>29</u>                |
| 9-12 <u>ACP</u>       | 30 <u>27</u>                |
| 9-12 <u>CP</u>        | 30 <u>20 (co-taught 24)</u> |
| 9-12 <u>Unleveled</u> | 30 <u>29</u>                |

~~C. In any class in the District that exceeds the maximum of the class size guidelines, the administration will:~~

- ~~1. Look at existing school space available to open an additional classroom;~~
- ~~2. Determine whether or not the District has the financial resources to fund an additional teaching position;~~
- ~~3. Within the first two (2) weeks of the quarter or term, should the class size exceed twenty-seven (27) or the contractual limit, the Principal or their designee shall generate a list of the aforementioned classes, which will be promptly submitted via email to the Superintendent of Schools, who will then forward the information to the Committee and the Association within two (2) weeks. A meeting shall take place within two (2) weeks of the initial notification with the Superintendent, the Principal, and the Association President(s) to discuss possible resolutions, and the Superintendent will report back to the Committee within two (2) weeks.~~
- ~~4. If the class size guidelines above are exceeded in any given building or at any particular time, the Superintendent shall notify the President(s) of the Association of the particular classroom that exceeds the above guidelines.~~

At the beginning of each semester (high school and elementary school) or trimester (middle school), class sizes will be posted on the FPS website.

11. Article 14 "Workload" shall have the following changes:

F. Effective January 18, 2001, teachers at the elementary schools will be guaranteed one hundred and eighty (180) minutes per week of preparation time. Effective the first day of the 2024-2025 school year, teachers at the elementary schools will be guaranteed two hundred and twenty (220) minutes per week of personal, self-directed preparation time, in increments of no less than 30 minutes. During shortened weeks, Team Time will occur on one of the school days.

I. Effective the first day of the 2019-2020 school year, each employee's workday shall be seven (7) hours per day, provided that on Fridays and/or the days before holidays employees may leave when school-wide dismissal procedures are concluded. Consequently, fifteen (15) additional instructional minutes will be added at the elementary school, and five (5) additional minutes will be added to the high school. There shall be no after-school mandatory meetings on Fridays and/or on the day(s) before the holiday(s). Effective the 2024-2025 school year, one day per month, each employee's workday shall be seven hours and 30 minutes (7.5 hours). Effective the 2025-2026 school year, one day per month, each employee's workday shall be seven hours and 45 minutes (7.75 hours). This additional time will be used for staff meetings. Staff

meetings shall be scheduled by the end of the 2018-2019 school year, and for each subsequent school year, prior to the conclusion of school and provided to the staff in advance.

**J. For the 2024-2025 school year, all educators will engage in conferences with caregivers, which will be arranged at a mutually convenient time for both the educator and caregivers; such conferences can be in person, virtual or via phone. All educators will be held harmless if a mutually convenient time cannot be found within a reasonable time. At the elementary level, these conferences will occur on the days conferences are scheduled. At the secondary level, every caregiver will be afforded an opportunity at the close of first and second trimesters (middle school) and after midyear exams (high school). Conferences that are held outside contractual hours will be compensated at the hourly rate that is set by the contract. Staff requiring interpretation services will request such services from the Translation Department in advance of the scheduled event. During the 2025-2026 school year, a joint committee will review feedback from caregivers and educators regarding conferences and recommend a structure to be implemented in the 2026-2027 school year.**

12. Section B of Article 18 “Protection” shall be amended as follows:

B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the person involved and will act in appropriate ways as the liaison between the teacher, the police, and the courts. In addition, any student involved in such an assault will be promptly and **properly effectively** disciplined after the responsibility has been established. **The Superintendent will maintain a register of** all reports submitted under Section A, as well as any **identified action steps, which shall be made available to the President of the Association.**

13. Article 22 shall be amended as follows:

**POSITIONS IN SUMMER SCHOOL, ~~EVENING SCHOOL~~ STUDENT SUCCESS ACADEMY AT NIGHT,  
AND UNDER FEDERAL PROGRAMS**

- A. All openings for summer school and ~~evening school~~ **Student Success Academy at Night** positions and for positions under Federal programs will be adequately publicized electronically via the District website, and teachers who have applied for such positions will be notified of the action taken regarding their applications at least thirty (30) days prior to the beginning of the program, whenever possible.
- B. All teachers will be given adequate opportunity to make an application for these positions in summer school, ~~evening school~~ **Student Success Academy at Night** ~~evening school~~, and under Federal programs. The Committee shall give consideration to the professional background and other attainments of such applicants.
- C. Positions in the Framingham summer school ~~and evening school and positions under Federal programs~~ will be filled first by regularly appointed teachers in the Framingham Public School when qualifications are relatively equal.

14. An Article 24 “[Athletic Coaches’ Evaluation](#)” shall be adopted.

15. Article 29 “Temporary Leaves of Absence” shall be amended as follows:

A. Death in the Immediate Family - Unit A employees shall be allowed a period of up to five (5) consecutive days of absence, exclusive of Saturdays, 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 the mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, aunt, and uncle. Acknowledging the changing composition of the family unit, the immediate family shall also include step-parents, step-siblings, and families with two (2) mothers or two (2) fathers. In the case of ~~gay/lesbian~~ **LGBTQIA+** employees, the immediate family also includes their partner and partner's parents and children.

**D. Beginning with the 2024-2025 school year, educators will be able to use personal leave in one (1) hour increments.**

**E. In the 2024-2025 school year only, educators will be eligible for four (4) personal days without a stated reason for a situation which arises and cannot be handled outside the regular school day. In the 2025-2026 school year, the number of personal days shall return to three (3) personal days for the duration of the contract.**

16. Article 30 "Sick Leave" shall be amended as follows:

**I. During an approved Leave of Absence in which the circumstances would mirror a 12 week FMLA period, the member continues to pay their percentage of insurance premiums, and the City will continue to pay its percentage share. At the conclusion of their 12-week approved Leave of Absence, if the member continues into an unpaid Leave of Absence, they will be responsible for paying to the City the full cost of health insurance. The member should contact the City of Framingham Human Resources Department to arrange payment of any insurance amount due.**

**J. Beginning with the 2024-2025 school year, educators will be able to use sick leave in one (1) hour increments.**

**K. One day per academic year may be deducted from a Unit A Employee's sick time for the purpose of observance of a religious holiday that is held on a day school is in session.**

**L. Unpaid time off shall only be granted in cases of illnesses for one's self or for one's (step)mother, (step)father, spouse/live-in partner, or (step/foster)child, and documentation shall be provided.**

17. Article 31 "Extended Leaves of Absence" shall be amended as follows:

**~~L. 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. Educators on leave must notify the Superintendent or their designee of their intent to return or their intent to extend their leave no later than January 15th of the school year preceding the school year of return. Educators on leave will receive a notification through TalentEd (or similar personnel management system) of this deadline. Failure to respond in writing (or via email), postmarked no later than January 15th of the school year preceding the school year of return, will result in the forfeiture of the teacher's position and shall be considered a voluntary resignation.~~**

**M. During any approved Leave of Absence in which the circumstances would mirror a 12 week FMLA period, the educator continues to pay their percentage of insurance premiums, and the City will continue to pay its percentage share. At the conclusion of their 12-week approved Leave of Absence, if the employee continues into an unpaid Leave of Absence, they will be responsible for paying to the City the full cost of health insurance. The member should contact the City of Framingham to arrange payment of any insurance amount due.**

18. Article 33 “Parental Leave of Absence” shall be amended as follows:

A.

1. The employee may take a leave of absence of ~~forty (40)~~ sixty (60) consecutive workdays 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 workdays: 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.
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 workdays needed to reach the equivalent ~~(40)~~ sixty (60) weekdays from the event. For example, if the qualifying event occurs 17 weekdays prior to the first teacher workday of the academic year, then the employee can elect to take a leave of absence of up to and including ~~4323~~ consecutive workdays. 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

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. **Effective the 2025-2026 school year, eligible educators will receive five (5) days of parental leave without using accrued sick leave.**
2. Accrued sick leave may only be utilized for up to and including ~~forty (40)~~ sixty (60) consecutive workdays for employees whose full-time equivalency is 1.0, **of which five (5) days shall be provided as specified above.** It is understood that the ~~forty (40)~~ sixty (60) consecutive workdays shall not extend over summer break and into fall with the exception as noted in A2 above.
3. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had they been working. Use of such accrued sick leave for employees whose full-time equivalency is less than 1.0 will be prorated based upon their full-time equivalency. Use of such accrued sick leave shall in no way result in the said employee receiving more than a total of ~~forty (40)~~ sixty (60) consecutive workdays of paid parental leave.

D. Insurance. Teachers shall have the option to continue such insurance benefits as they might indicate, individually assuming the **total** costs of such programs, **which shall include both the employee’s portion of their premiums and the City’s portion of such premiums,** during **the any** period of unpaid leave **beyond 60 days** 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.

19. Article 38 “Instructional and Professional Development Committee” shall be amended as follows:
- F. On the day which is calendared for professional development, students will not be in attendance.**
  - G. Professional development days shall run from 8 a.m. to 3:00 p.m. for all schools and include a sixty (60) minute lunch period.**
20. Article 50 “Orderly Retirement Incentive Plan” shall be amended as follows:
- A. The teacher notifies the Superintendent in writing no later than **January 15** ~~the second (2nd) Friday in February~~ immediately preceding the retirement date.
21. Article 52 “Sick Leave Buy Back Program” shall be amended as follows:
- Teachers who have served in the Framingham Public Schools for fifteen (15) years or more will be entitled to a buy-back of unused sick leave time upon retirement according to the following stipulations:
- A. The notification of intent to retire is received by the Office of Human Resources no later than **January 15** ~~the second (2nd) Friday in February~~ preceding the retirement.
  - D. For every sick day beyond one hundred (100), the teacher will be paid the amount of sixty dollars (\$60.00) for each unused sick day. For teachers working less than full time at the point of retirement, the daily rate will be prorated. The financial benefit under this Article shall not exceed seven thousand five hundred dollars (\$7,500.00) for each teacher who retires. This amount shall increase to nine thousand dollars (\$9,000.00) as of September 1, 2009. **This amount shall increase to twelve thousand dollars (\$12,000.00) as of September 1, 2025.**
22. The Supermax Step provision shall have the following language amended: If a teacher works under contract for less than a full year, but more than ninety (90) school days during that year, the year shall be counted toward the total years. A teacher working under contract for less than a full day or less than a full week shall receive this supermax benefit at a prorated basis. In each year, the supermax benefit is added after calculating the percentage wage increase. In order to qualify for supermax, a teacher must have attained Professional Teacher Status in the Framingham Public Schools. Service as a substitute or student teacher will be excluded. **All payments will be made via direct deposit by June 30 of each fiscal year.**
23. A new Article 57 “Repayment for Overpayment” shall be established as follows: **If the School District discovers an overpayment in an employee's salary, the employee will be notified in writing by the Office of Finance and Operations or designee as soon as practical after the overpayment is discovered. The employee will be notified of their right to representation and the FTA will be notified in writing simultaneously. The Office of Finance and Operations or designee and the employee will mutually agree to a repayment schedule. In the case of either an overpayment or underpayment of wages involving a member, the member and the District will work together to provide the necessary documentation, relative to state and federal income tax and retirement contributions, to the proper agencies, if necessary.**

WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FRAMINGHAM SCHOOL COMMITTEE

FRAMINGHAM TEACHERS ASSOCIATION

BY:

BY:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
District 1: Ricardo Robles

\_\_\_\_\_  
Christine Mulrone, President

\_\_\_\_\_  
District 2: David Gordon

\_\_\_\_\_  
Lori Brockway , Vice President

\_\_\_\_\_  
District 3: Jennifer Moshe

\_\_\_\_\_  
Sarah Guernsey, Walsh Middle School & Chair

\_\_\_\_\_  
District 4: Adam Freudberg

\_\_\_\_\_  
Linda Renault, King Elementary School

\_\_\_\_\_  
District 5: Judy Styer

\_\_\_\_\_  
Maria Sequenzia, Framingham High School

\_\_\_\_\_  
District 6: Valerie Ottaviani

\_\_\_\_\_  
Rebecca Lawrence, Fuller Middle School

RECUSED

\_\_\_\_\_  
District 7: Tiffanie Maskell

\_\_\_\_\_  
Kellie Spencer, Brophy Elementary School

\_\_\_\_\_  
District 8: Jessica Barnhill

\_\_\_\_\_  
Stacey Wilgoren, Framingham High School

\_\_\_\_\_  
District 9: William LaBarge

\_\_\_\_\_  
Jennifer Birch-Israeloff, Stapleton Elementary School

\_\_\_\_\_  
Mayor Charles J. Sisitsky