

Memorandum of Agreement
Needham Public Schools/Needham Education Association
Unit A Contract 2023-2026

May 30, 2023

The Needham School Committee and Needham Education Association agree to a new Unit C Collective Bargaining Agreement with the following provisions:

Article and Section	FY20-23 Contract Language:	FY24-26 Contract Language:
Article 1, Section 1	The Committee recognizes the Needham Education Association as the exclusive bargaining agent of all full-time and regular part-time instructional assistants, tutors, METCO assistants, program assistants, special education program assistants, certified occupational therapy assistants, speech language assistants, and teaching assistants, excluding school office assistants and all managerial, confidential, and casual employees, and all other school employees.	<p>The Committee recognizes the Needham Education Association as the exclusive bargaining agent of all full-time and regular part-time:</p> <ul style="list-style-type: none"> ● Instructional Assistants, including: <ul style="list-style-type: none"> ○ General Education Teaching Assistants ○ Kindergarten Teaching Assistants ○ Special Education Teaching Assistants ○ Library Support Assistants ○ Media Support Assistants ○ 504 Assistants ● Intensive Special Education Teaching Assistants ● Non-Credentialed Program Specialists: <ul style="list-style-type: none"> ○ Science Center Program Specialists ○ DaVinci Program Specialists ● Credentialed Paraprofessionals, including: <ul style="list-style-type: none"> ○ Special Education Program Specialists ○ Certified Occupational Therapy Assistants (COTAs) ○ Physical Therapy Assistants (PTAs) ○ Speech Language Pathology Assistants (SLPAs) ○ Board Certified Assistant Behavior Analysts (BCaBAs) ○ Certified American Sign Language (ASL) Interpreters <p>excluding school office assistants and all managerial, confidential, and casual employees, and all other school employees.</p>
Article 7, Section 6	By June 30, 2021, a committee of three (3) NEA members and three (3) administrators will convene to revise and update the evaluation tool for Unit C. Once completed, the tool will be used for FY22 and FY23. No later than January 30, 2023, the School Committee and NEA team will meet to review the committee's	By June 30, 2024, a committee of three (3) NEA members and three (3) administrators will convene to revise and update the evaluation tool for Unit C. Once completed, the tool will be used for FY25 and FY26. No later than January 30, 2026, the School Committee and NEA team will meet to review the committee's

	work and determine the new tool's efficacy for ratification in the following contract.	work and determine the new tool's efficacy for ratification in the following contract.
Article 9, Section 1	Part-time employees working less than twenty hours per week are not entitled to paid sick leave	Remove.
Article 11, Section 6	The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the Association. The fifth member shall be selected by the NEA or NSC on an alternating basis and shall vote only to break ties. For the 2020-2021 year, the NSC will choose the fifth person whereas in 2021-2022, the choice will be that of the NEA. The NSC will choose the fifth person in the 2022-2023 school year.	The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the Association. The fifth member shall be selected by the NEA or NSC on an alternating basis and shall vote only to break ties. For the 2023-2024 year, the NEA will choose the fifth person whereas in 2024-2025, the choice will be that of the NSC. The NEA will choose the fifth person in the 2025-2026 school year.
Article 12, Section 1	Section 1 - Full-Time Employees (32.5 hours per week or more) Full-time employees will receive longevity payments as follows: After 5 years \$450 After 10 years \$650 After 15 years \$900 After 20 years \$1150	Section 1 - Full-Time Employees (32.5 hours per week or more) Full-time employees will receive longevity payments as follows: After 5 years \$600 After 10 years \$800 After 15 years \$1200 After 20 years \$1650
Article 13	The following holidays shall be recognized as paid holidays when these holidays fall within the employees' regular work year. Employees who are out of work on unpaid absence either the workday immediately before or immediately after the holiday are not eligible for holiday pay. Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, and Memorial Day Beginning in 2018-2019 school year, in any year in which staff are required to report to work prior to Labor Day, Unit C employees will be paid for the holiday of Labor Day	Effective in the 2023-2024 school year, members will have equalized pay checks (Article 24).
Article 14	Section 1 Vacation days are earned on the day the vacation is assigned as articulated in Section 2. One (1) day is equal to one-fifth (2) of the employee's regularly-scheduled workweek. Section 2 Each employee scheduled for twenty hours or more per	Effective in the 2023-2024 school year, members will have equalized pay checks (Article 24).

	<p>week will be paid a total of 9.5 vacation days in the 2020-2021 school year, 10 vacation days in the subsequent years. All vacation days must be taken during designated school vacation weeks. For the 2020-2021 school year, 4 vacation days will be paid in December, 3 vacation days during the February vacation and 2.5 vacation days during the April vacation week. Beginning in the 2021-2022 school year, 4 vacation days will be paid in December, 3 vacation days during the February vacation and 3 vacation days during the April vacation week. "Days" are equal to one-fifth (1/5) of the employee's regularly-scheduled workweek.</p>	
<p>Article 15, Section 1</p>	<p>See * below</p>	<p>See ** below</p>
<p>Article 15, Section 2</p>	<p>The work year for employees in Categories 1, 2, 3a, 5 and 6 shall be 183 paid days; Category 3b, 191 paid days; and Category 4, 193 paid days including the day before school opens and one professional day. Specific hours for these positions are detailed in the salary scales on pages 23-25.</p>	<p>Replace this section in its entirety with the following:</p> <ul style="list-style-type: none"> A. Effective July 1, 2023, the base work year for bargaining unit members shall be 183 work days (the “teacher work year”) including the two days before school opens and one professional day. B. Unit C members' school break schedule will follow the district calendar. C. Members working in the Media Centers are entitled to work up to 8 additional per diem days annually at their regularly scheduled number of hours per day. Members working in the Science Center are entitled to work up to 10 additional per diem days annually at their regularly scheduled number of hours per day. D. Effective July 1, 2023, newly hired employees covered under this Agreement shall receive up to one (1) full-day of paid, job specific pre-employment training prior to the opening day of the school year. In the event an employee is hired after the beginning of the school year, they will be required to attend the paid pre-employment training prior to the following school year. Subsequent training shall be paid according to this section or Article 18. E. Whenever school is canceled because of snow, inclement weather or other emergency situations, such time will be made up and worked by all Unit C members, based on the school calendar. If school is closed early or has a delayed start, Unit C members are expected to work the modified schedule for that day. If members are dismissed early or asked to delay their start time, they will be paid for their regular hours.

<p>Article 15, Section 5</p>	<p>While every effort will be made to find substitute coverage for classrooms without using classroom assistants, if K-5 teaching assistants are required to substitute teach a classroom they will be paid \$35.00 for a full day and \$17.50 for a half-day. This will be effective in the 2017-2018 school year, beginning on January 1 of each fiscal year.</p>	<p>While every effort will be made to find substitute coverage for classrooms without using classroom assistants, if K-5 teaching assistants are required to substitute teach a classroom they will be paid \$35.00 for a full day and \$17.50 for a half-day. This will be effective in the 2017-2018 school year, beginning on January 1 of each fiscal year. Effective in the 2023-2024 school year, the annual effective date of the coverage payment shall be the first day of the student year.</p> <p>Unit C members covering teacher absences of more than twenty consecutive days in the same classroom shall be paid at the higher of their current rate of pay or the long-term substitute teacher rates, as established by the District.</p>
<p>Article 15, Section 9</p>	<p>The NEA will meet with the Superintendent twice a year to discuss minimizing the use of teaching assistants to cover classrooms in the absence of the regular teacher or substitute. The first meeting will occur before November 1, 2008 to discuss the issue and plans to address it. A second meeting will be held before May 1, 2009 to discuss data for the current year. Meetings will be held In the fall and spring each year thereafter.</p>	<p>Strike Article 15, Section 9</p>
<p>Article 15, Section 11</p>	<p>The Committee may require all teaching assistants to work up to three (3) extra days for the purpose of professional development. In the event a teaching assistant will be required to work, the committee will give such teaching assistant notice other than newly hired teaching assistants no later than January 15 of each year. A teaching assistant working extra days will receive his or her hourly rate as assigned in that fiscal year. Absences will be excused only in a case of unforeseeable circumstances which create unreasonable hardship.</p>	<p>The Committee may require members to work up to three (3) extra days for the purpose of professional development. In the event a member will be required to work, the committee will give such member notice other than newly hired members no later than January 15 of each year. A member working extra days will receive his or her hourly rate as assigned in that fiscal year. Absences will be excused only in a case of unforeseeable circumstances which create unreasonable hardship.</p>
<p>Article 18, Add Section 4</p>		<p>Effective July 1, 2025, the School Committee agrees to fund an annual tuition reimbursement account for approved courses of \$10,000. Content of all coursework shall be within the parameters of the requirements for state licensure, degree completion, or job-related certification/advancement/skill development. Reimbursement of each member's <u>first</u> approved course shall be fulfilled up to \$500. After members' first courses are reimbursed, any money that remains in the tuition reimbursement account shall be applied to those members seeking reimbursement for additional approved courses in subsequent rounds of \$500 per approved course until funds are exhausted. No member shall be reimbursed for more than three (3) approved courses in any one fiscal year unless a balance remains</p>

		<p>in the tuition reimbursement account.</p> <p>The appropriate pre-approval form is available from school/department offices or from the Human Resources Office and shall be submitted prior to the course start date. Documentation of payment(s) and course transcript(s) (when applicable) should be attached to the reimbursement application and sent as a complete package to the Human Resources Office. Reimbursement will be made after all appropriate documentation is received and reviewed. The deadline to submit completed reimbursement applications will be June 25 of each year. Failure to submit by this deadline will result in forfeit of reimbursement. Reimbursement checks will be sent no later than the date of the last paycheck in September.</p> <p>If the amount of money requested exceeds the funds available or in the event there are excess monies, a Tuition Reimbursement Committee consisting of the Assistant Superintendent for Human Resources and two Needham Education Association designees will determine how to disburse the funds equitably among all the applicants.</p>
<p>Article 24, Add new Section Equalized Pay (and Rename Succeeding)</p>		<p>Effective July 1, 2023, 10-month Unit C members working greater than twenty (20) hours per week will receive compensation for their base wages (for 183 days) in 42 equal pay checks, from September – June, paid on a weekly basis. This equalized pay will be based on the employee’s regularly scheduled number of work hours over 183 days. All members will submit regular timesheets. An employee working more or less than the scheduled number of hours during a pay period shall have their pay for that period adjusted accordingly. Employees who separate from their position before the end of the school year shall have their pay adjusted in their final paycheck according to the time worked.</p> <p>Employees who are entitled to be paid for additional per diem days under Article 15.2 shall be paid for those per diem days on a supplemental basis in the applicable pay period(s) for which the additional time is reported.</p>
<p>Article 25, Section 1</p>	<p>Salaries for bargaining unit members shall be increased as follows.</p> <p>The salaries for all categories and steps shall be increased by .5% on July 1, 2020.</p> <p>The salaries for all categories and steps shall be increased by .75% on July 1, 2021.</p>	<p>A. Effective in the 2023-2024 school year, adopt the salary schedules below, prior to implementation of any cost-of-living adjustment. The salary schedules include the addition of a new 2% top step 7 for the ASA and ASB classifications, effective in the 2025-2026 school year. See <u>***</u>.</p> <p>B. Immediately upon implementation a 2% COLA shall be applied to the FY24 scale, to create the following salary schedule below:<u>****</u></p>

The salaries for all categories and steps shall be increased by .75%; on July 1, 2022.

In addition the attached salary scales include the following adjustments:

Step 1 will be deleted from all salary schedules in effect prior to July 1, 2020 and the steps will be renumbered 1-6.

The salaries for Step 6 (on the revised schedules) of all categories will be increased by \$0.15 effective July 1, 2020.

C. All employees shall be moved to the new salary scale as follows:

- a. The following Unit C members shall be moved to the **Instructional Assistant** classification (“new **ASA**”)
 - i. General Education Teaching Assistants
 - ii. Special Education Teaching Assistants
 - iii. Kindergarten Assistants
 - iv. Media Support Assistants
 - v. Library Support Assistants
 - vi. ELL Assistants
 - vii. 504 Teaching Assistants
- b. The following Unit C members shall be placed in the **Specialized Intensive Program Assistant** classification (“new **ASB**”):
 - i. Unit C members assigned to the District’s Intensive Learning Center (ILC) Programs (Elementary and Middle ILC, NHS Post-Graduate Program, Preschool Specialized Program).
 - ii. Unit C members who provide one-on-one support for students with complex learning profiles, including behavioral and/or physical challenges associated with the programs listed above.
 - iii. Program Specialists hired on or after July 1, 2023 whose primary assignment does *not* require them to possess a specific certification or credential to carry out the duties of that assignment. These positions include, but are not limited to new DaVinci, Science Center and uncredentialed Program Specialists.
- c. The following Unit C members whose primary assignment requires them to possess a specific certification or credential to carry out the duties of that assignment shall be placed in the **Credentialed Paraprofessional**

		<p>classification (“new ASC”), including but not limited to:</p> <ul style="list-style-type: none">i. Special Education Program Specialists (Credentialed)ii. Certified Occupational Therapy Assistants (COTAs)iii. Physical Therapy Assistants (PTAs)iv. Speech Language Pathology Assistants (SLPAs) <p>d. Unit C Program Specialists hired before July 1, 2023, whose primary assignment does <u>not</u> require them to possess a specific certification or credential to carry out the duties of that assignment including Media Program Specialists, Library Program Specialists, and DaVinci Program Specialists will be grandfathered at their current rates and shall be placed on “new ASD.”</p> <p>e. Unit C Science Center Program Specialists hired before July 1, 2023 shall be placed on “new ASE.”</p> <p>D. All members hired before July 1, 2023 shall be placed on the next step to which they would have been entitled on the appropriate classification of the new scale. Members hired on or after July 1 will be placed at the appropriate step of the new scale, commensurate with education and experience.</p> <p>E. All members hired before July 1, 2023 shall be held harmless, should placement on the new scale result in an annual salary that is less than they would have earned under the old scale (“status quo” wage), or relative to the prior year (before application of the subsequent year cost of living adjustment). Effective July 1, 2023, the hold harmless payment shall take the form of a supplemental payment (where required). This hold harmless payment shall continue for the duration of the member’s employment with the Needham Public Schools in the applicable Unit C position, and shall be escalated by the annual cost of living adjustment granted to Unit C members.</p> <p>F. The aforementioned job classifications are subject to change, based on the duration and nature of the work being performed. If the Assistant Superintendent for Human Resources or designee determines that an employee assigned to the Instructional Assistant classification is providing</p>
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		<p>services that are more closely aligned to the Specialized Intensive Program classification for more than ten (10) consecutive days, then the employee will be reclassified for the duration of their assignment starting on day eleven (11). Similarly, if an employee assigned to the Specialized Intensive Program classification is determined to be providing services more closely aligned to the Instructional Assistant classification for more than ten (10) consecutive days, then the employee shall be reclassified for the duration of their assignment, starting on day eleven (11). Disputes regarding assignments and reclassifications will be subject of the grievance process (Article 5).</p> <p>G. Effective July 1, 2024, a 2% COLA shall be applied to the aforementioned scale to create the following salary schedule below:*****</p> <p>H. Effective July 1, 2025, a 2% COLA shall be applied to the prior year salary scale.*****</p>
Article 24, Add Section 6	Does not currently exist.	Effective July 1, 2023 and terminating as a benefit on June 30, 2026, Unit C members may receive a \$300 referral bonus for referring a prospective Unit C candidate to the Needham Public Schools. The bonus shall be paid out only upon successful hire into a Unit C position.

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The workday for Unit C members is as follows:

	Hired Before July 1, 2008	Hired on or after July 1, 2008
Elementary	7 hours 30 minutes, including a 30 minute paid lunch	7 hours plus a 30 minute unpaid lunch
Middle	7 hours 10 minutes, including a 30 minute paid lunch	6 hours 40 minutes plus a 30 minute unpaid lunch
High	7 hours, including a 30 minute paid lunch	6 hours 30 minutes plus a 30 minute unpaid lunch

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The workday for Unit C members is as follows:

Work Day for Unit C Members

Grade Level/ Program	Hired Before July 1, 2008	Hired After July 1, 2008
Elementary Middle High	7 hours 30 minutes, including a 30-minute paid lunch 7 hours 10 minutes, including a 30-minute paid lunch 7 hours, including a 30-minute paid lunch	7 hours, plus a 30-minute unpaid lunch 6 hours 40 minutes, plus a 30-minute unpaid lunch 6 hours 30 minutes, plus a 30-minute unpaid lunch
Elementary Library Middle Library High Library	7 hours 49 minutes, including a 30-minute paid lunch 7 hours 29 minutes, including a 30-minute paid lunch 7 hours 19 minutes, including a 30-minute paid lunch	7 hours 19 minutes, plus a 30-minute unpaid lunch 6 hours 59 minutes, plus a 30-minute unpaid lunch 6 hours 49 minutes, plus a 30-minute unpaid lunch
Elementary Media Middle Media High Media	7 hours 30 minutes, including a 30-minute paid lunch 7 hours 10 minutes, including a 30-minute paid lunch 7 hours, including a 30-minute paid lunch	7 hours, plus a 30-minute unpaid lunch 6 hours 40 minutes, plus a 30-minute unpaid lunch 6 hours 30 minutes, plus a 30-minute unpaid lunch
Elementary Science Center Middle Science Center High Science Center	7 hours 59 minutes, including a 30-minute paid lunch 7 hours 39 minutes, including a 30-minute paid lunch 7 hours 29 minutes, including a 30-minute paid lunch	7 hours 29 minutes, plus a 30-minute unpaid lunch 7 hours 9 minutes, plus a 30-minute unpaid lunch 6 hours 59 minutes, plus a 30-minute unpaid lunch

Unit C Scale (FY24, Pre-COLA)		Grade	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant	New ASA	183		20.90	21.93	23.21	24.75	26.13	27.29
Specialized Intensive Program Assistant, Uncredentialed Program Specialists	New ASB	183		23.50	24.68	25.91	27.58	29.11	30.40
Credentialed Paraprofessional	New ASC	183		27.28	28.72	30.23	31.82	33.32	34.73
Grandfathered Library, Media, SpEd without Credential & DaVinci Specialists - No New Hires	New ASD	183/191		26.51236	27.90692	29.37576	30.92291	32.39750	33.77654
Grandfathered Science Center Specialists - No New Hires	New ASE	183/193		27.28130	28.71727	30.22805	31.81939	33.32081	34.73479

Unit C Scale (FY25, Pre-COLA)		Grade	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant	New ASA	183		21.73	22.81	24.04	25.56	26.98	28.18
Specialized Intensive Program Assistant, Uncredentialed Program Specialists	New ASB	183		23.50	24.68	25.91	27.58	29.11	30.40
Credentialed Paraprofessional	New ASC	183		27.28	28.72	30.23	31.82	33.32	34.73
Grandfathered Library, Media, SpEd without Credential & DaVinci Specialists - No New Hires	New ASD	183/191		26.51236	27.90692	29.37576	30.92291	32.39750	33.77654
Grandfathered Science Center Specialists - No New Hires	New ASE	183/193		27.28130	28.71727	30.22805	31.81939	33.32081	34.73479

Unit C Scale (FY26, Pre-COLA)		Grade	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Instructional Assistant	New ASA	183		22.56	23.69	24.86	26.36	27.83	29.07	29.65
Specialized Intensive Program Assistant, Uncredentialed Program Specialists	New ASB	183		23.50	24.68	25.91	27.58	29.11	30.40	31.01
Credentialed Paraprofessional	New ASC	183		27.28	28.72	30.23	31.82	33.32	34.73	
Grandfathered Library, Media, SpEd without Credential & DaVinci Specialists - No New Hires	New ASD	183/191		26.51236	27.90692	29.37576	30.92291	32.39750	33.77654	
Grandfathered Science Center Specialists - No New Hires	New ASE	183/193		27.28130	28.71727	30.22805	31.81939	33.32081	34.73479	

Unit C Scale (FY24, 2% COLA)		Grade	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant	New ASA	183		21.32	22.37	23.67	25.25	26.65	27.84
Specialized Intensive Program Assistant, Uncredentialed Program Specialists	New ASB	183		23.97	25.17	26.43	28.13	29.69	31.01
Credentialed Paraprofessional	New ASC	183		27.83	29.29	30.83	32.46	33.99	35.43
Grandfathered Library, Media, SpEd without Credential & DaVinci Specialists - No New Hires	New ASD	183/191		27.042607	28.465058	29.963275	31.541368	33.045450	34.452071
Grandfathered Science Center Specialists - No New Hires	New ASE	183/193		27.826926	29.291615	30.832611	32.455778	33.987226	35.429486

Unit C Scale (FY25, 2%)		Grade	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Instructional Assistant	New ASA	183		22.61	23.73	25.01	26.59	28.07	29.32
Specialized Intensive Program Assistant, Uncredentialed Program Specialists	New ASB	183		24.45	25.68	26.96	28.69	30.29	31.63
Credentialed Paraprofessional	New ASC	183		28.38	29.88	31.45	33.10	34.67	36.14
Grandfathered Library, Media, SpEd without Credential & DaVinci Specialists - No New Hires	New ASD	183/191		27.583459	29.034360	30.562541	32.172196	33.706359	35.141112
Grandfathered Science Center Specialists - No New Hires	New ASE	183/193		28.383465	29.877448	31.449263	33.104893	34.666971	36.138076

Unit C Scale (FY26, 2%)		Grade	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Instructional Assistant	New ASA	183		23.94	25.14	26.38	27.97	29.53	30.85	31.46
Specialized Intensive Program Assistant, Uncredentialed Program Specialists	New ASB	183		24.94	26.19	27.50	29.27	30.89	32.26	32.91
Credentialed Paraprofessional	New ASC	183		28.95	30.47	32.08	33.77	35.36	36.86	
Grandfathered Library, Media, SpEd without Credential & DaVinci Specialists - No New Hires	New ASD	183/191		28.135129	29.615047	31.173792	32.815639	34.380486	35.843934	
Grandfathered Science Center Specialists - No New Hires	New ASE	183/193		28.951134	30.474997	32.078248	33.766991	35.360310	36.860837	

Needham Education Association Negotiating

Team DocuSigned by:

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Needham School Committee

Negotiation Team:

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