

**Memorandum of Agreement**  
**between**  
**The Needham School Committee**  
**and**  
**The Needham Education Association**  
**Unit E Contract**  
**Fiscal Years 2021 - 2023**

This Memorandum of Agreement is entered into, by and between the School Committee of the Needham Public Schools ("Committee") and the Needham Education Association Unit E ("Association").

Whereas, the Association and the Committee are parties to a collective bargaining agreement for the period July 1, 2017 to June 30, 2020; and,

Whereas, both parties have met in good faith to negotiate a successor collective bargaining agreement for the period of July 1, 2020 to June 30, 2023.

Now, therefore, in consideration of the mutual covenants, the parties agree as follows:

**1. Article 4: Management Rights and Non-Discrimination Policy:**

Insert the following language on non-discrimination policy at the end of the article.

“The Needham Public Schools does not discriminate against students, parents, employees or the general public on the basis of race, color, sex, homeless status, gender identity, religion, national origin, sexual orientation, disability or age. In addition to the protected classes identified and in regard to employment practices, the Needham Public Schools also does not discriminate based on genetic information, ancestry or status as a veteran.”

**2. Article 9, Section 1:**

The salaries for all categories and steps will be increased by 1 % on July 1, 2020, 1% July 1, 2021, 1.5% July 1, 2022. SALARY SCHEDULE IS ATTACHED.

**3. Article 9, Section 2:**

Increase Longevity will increase in FY22 as follows:

After 5 years \$325  
After 10 years \$450  
After 15 years \$575  
After 20 years \$700

#### 4. Article 13, Section 5:

##### **Bereavement Leave**

With the approval of the Superintendent of Schools, an employee will be allowed up to five (5) workdays without loss of pay in each case of death in the immediate family. The term “immediate family” includes the employee’s spouse, **domestic partner**, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the employee has primary responsibility for funeral arrangements.

The bereavement days must be taken within 60 calendar days of the death and if not taken consecutively, the days may only be taken in two (2) groups (*i.e.*, either 2 days and 3 days or 4 days and 1 day).

The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances which he/she deems appropriate.

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents or sibling of his/her spouse, **domestic partner** or a permanent member of the employee’s household. The Superintendent may grant time off at his/her sole discretion with pay for an employee to attend services with respect to the death of any other family member.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave.

#### 5. Article 13, Section 8:

##### **PARENTAL LEAVE**

“Parental Leave in the Needham Public Schools supports all families. Any member may apply for parental leave of absence for the purpose of giving birth to and/or receiving a child. This applies to members receiving a child through adoption, surrogacy, fostering with the intent to adopt or court-ordered placement.

**Statutory Leave.** The School Committee shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D and the Family Medical Leave Act (FMLA). It is expected that the member will give at least two (2) weeks written notice prior to the member’s anticipated date of departure.

Leaves under this article shall be granted in accordance with the applications of the FMLA. In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

**Notice of Pregnancy.** The Superintendent of Schools will be notified in writing by the member no later than the beginning of the fourth month of pregnancy. Such notice will contain the approximate date on which the member intends to commence leave under this Article.

**Notice of Child Placement.** The Superintendent of Schools will be notified in writing by the adoptive or foster parent (member) requesting the leave as soon as practically possible, but at least thirty (30) days before the placement of the child.

Members shall have access to their sick accrual for up to ten (10) days in a contract year to be designated as Parental Leave Days upon the arrival of a new child for which the member has an established and documented legal responsibility. These 10 days shall run concurrently with FMLA.

All leave taken under this article on Parental Leave will be taken within one (1) year of the birth, adoption or placement of a child. If not taken consecutively, the days may only be taken in two (2) parts.

———**Extended Leave.** In the event that any member ~~with professional member status~~ who has completed three (3) full years of satisfactory service in Needham desires a leave without pay longer than the twelve (12) weeks provided by statute, said member will make every effort to commence such extended leave at a time corresponding with the beginning of a semester or a vacation period or marking period. Such leave will expire on ~~September 4~~ July 1 following the birth/arrival of a child. The date of anticipated return will be established with the Superintendent at the time the leave commences.

If medical problems develop beyond the control of the member, the date of anticipated return will, if requested by the member, be extended (subject to the limitations set forth above) to the applicable ~~September 4~~ July 1 at which the member is medically capable of resuming regular duties. The member of the unit must notify the Superintendent in writing by January 15 in the calendar year in which the leave expires of the member's intention to return in September or the member's intention to resign from the school system. Failure to comply with this requirement will be considered a resignation.

———At the time of return, a doctor's certificate of good health must be presented upon request.

**Termination of Parental Leave.** In the event that a member desires to terminate Parental Leave, the member may make a written application for reinstatement prior to the

previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the School Committee in the case that an acceptable vacancy exists.

**Salary Advancement.** A member returning from an extended leave under the provisions of this Article will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for more than ninety-one (91) school days in the school year in which the leave commenced. The member will be assigned to a position in a school where a vacancy occurs for which the member is qualified.”

**6. Article 13, Section 1:**

“Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick leave with pay may be granted in the case of a serious illness of a member of an individual’s immediate family (spouse, **domestic partner**, child, parent) which requires the attention of the employee, not to exceed **ten (10)** days of sick leave per year allocation, unless otherwise approved by the Superintendent of Schools.”

**7. Article 13, Section 11:**

Updated vacation language so that it reads more clearly (keep the intent of the language); specifically, defines days as  $\frac{1}{5}$  (.2) of the regularly-scheduled workweek hours.

**8. Article 14, Section 1:**

Change from:

~~“The HMO plans available to employees on July 1, 2011 are the so-called Rate Saver Plans provided through West Suburban Health Group and are in effect as of July 1, 2011.”~~

Change to:

**The HMO plans available to employees effective July 1, 2018 include the so-called Benchmark Plans and Qualified High Deductible Health Plans provided through West Suburban Health Group.**

**9. Article 16, Section 2:**

The last sentence needs to include the last two credential levels mentioned in the chart - “Level 3” and “Specialist Credential.”

Update the chart as follows:

	<b>Level 1</b>	<b>Level 2</b> New in SNA July 2018. New in Unit E 2020-2024 contract	<b>Level 3</b> = OLD level 2	<b>Level 4</b> = OLD Level 3	<b>SNS Credential</b> School Nutrition Specialist	
Training Hours required	16 hours (8 hr sanitation 8 hr nutrition)	Level 1 + 30 additional hours in specific areas	Level 2 + 40 additional hours in specific areas	Level 3 + additional 60 hours in specific areas	-BA; or -Associates or 60 college semester hours plus 30 credits in School Food Service or 3 years experience as director/supervisor; and -One year of recent experience in school food service	
Paid by	NSD Free		Up to \$100 NSD	Up to \$100 NSD		
Annual CEU's for certif renewal	6 employee 8 manager	8 employee 10 manager	10 employee 10 manager	12 employee 12 manager	NA	
Paid by	NSD will provide training and pay for attendance at chapter meetings and may host department-wide training on early release days		Employee/NSD NSD will pay for attendance at chapter meetings and may host department-wide training on early release days	Employee/NSD NSD will pay for attendance at chapter meetings and may host department-wide training on early release days		
Annual Application Fee*	\$18*	\$21*	\$23*	\$33*	Exam \$200 ? + Sitting time NSD	\$58 ? Empl oyee
Annual renewal fee*	\$12*	\$13*	\$15*	\$17*		
Paid by	Employee	Employee	Employee	Employee		
SNA annual membership fee	\$36* / worker, \$38* / manager	\$36* / worker, \$38* / manager	\$36* / worker, \$38* / manager	\$36* / worker, \$38* / manager	\$36* / worker, \$38* / manager	
Paid by	NSD	NSD	NSD	NSD	NSD	
One-time Incentive	\$150	\$300	\$400	\$500	\$500	
Certification maintenance incentive	\$50	\$100	\$150	\$150	\$150	

- Fees listed are as of May 2020. Could increase per School Nutrition Association

10. Agree to update language for clarity and punctuation as mutually agreed upon.

Wherefore, the parties, by their duly authorized representatives, have caused this Memorandum of Agreement to be executed this 10th day of June 2020.

Negotiation Team of the Needham Education Association

Needham School Committee

Needham Education Association

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Andrea Longo Carter, Chair

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Michael Hirsh, VP of  
Negotiations

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Connie Barr, Vice-Chair

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Claudia Bravin

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Michael Greis

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Barbara Carroll-Conway

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Aaron Pressman

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Deborah DiCicco

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Jeanne Doucett

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Edmund Farrell

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Tina O'Donnell

**Unit E**  
**Salary Schedule July**  
**2020**  
**1.0% COLA**

Classification	Grade	Days Per Year *	Hours Per Year **	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cafeteria Workers	AW 1	210.0	1155.0	14.3336	14.9069	15.5033	16.1235	16.7683	17.4391	18.1366	18.7119	N/A	N/A
Cafeteria Workers Subs	AW 2	180											
Elementary Manager	AM 1	211.0	1477.0	19.3510	20.1251	20.9303	21.7673	22.6381	23.5436	24.4853	25.1614	N/A	N/A
High Rock Manager	AM 2	211.0	1507.5	20.3186	21.1314	21.9769	22.8556	23.7701	24.7208	25.7096	26.7380	27.4499	N/A
Secondary Manager	ZO 3	211.0	1688.0	23.4978	24.4377	25.4152	26.4318	27.4890	28.5885	29.7321	30.9214	31.8399	32.9563

***Step increases shall occur on July 1 of each year. Any employee who has not completed his/her probationary period as of July 1, will move to the next step upon completion of the probationary period.***

**\* Includes Holidays + Vacation Days, for Employees Scheduled to Work 20- Hours or More Per Week**

**\*\* Includes 30 Minute Paid Break For Employees Working 5 Hours or More Per Day**

**PAY FREQ = WS**

	Student Year	Additional Per Diem	Revised Holiday	Vac Day	Paid Days	Hours Per Day	Paid Break	Hours Per Year
Employees @ 20+ Hours	180.0	2.0	13.0	15.0	210.0	5.0	0.5	1,155.0
Elementary Managers	180.0	3.0	13.0	15.0	211.0	6.5	0.5	1,477.0
High Rock Manager	180.0	3.0	13.0	15.0	211.0	7.0	0.5	1,507.5
Secondary Managers	180.0	3.0	13.0	15.0	211.0	7.5	0.5	1,688.0

**Unit E**  
**Salary Schedule July**  
**2021**  
**1.0% COLA**

Classification	Grade	Days Per Year *	Hours Per Year **	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cafeteria Workers	AW 1	210.0	1155.0	14.4769	15.0560	15.6583	16.2847	16.9359	17.6135	18.3180	18.8991	N/A	N/A
Cafeteria Workers Subs	AW 2	180											
Elementary Manager	AM 1	211.0	1477.0	19.5445	20.3264	21.1396	21.9849	22.8644	23.7790	24.7301	25.4130	N/A	N/A
High Rock Manager	AM 2	211.0	1507.5	20.5218	21.3427	22.1967	23.0841	24.0078	24.9680	25.9667	27.0054	27.7244	N/A
Secondary Manager	ZO 3	211.0	1688.0	23.7328	24.6821	25.6693	26.6961	27.7639	28.8744	30.0294	31.2306	32.1583	33.2858

*Step increases shall occur on July 1 of each year. Any employee who has not completed his/her probationary period as of July 1, will move to the next step upon completion of the probationary period.*

\* Includes Holidays + Vacation Days, for Employees Scheduled to Work 20- Hours or More Per Week

\*\* Includes 30 Minute Paid Break For Employees Working 5 Hours or More Per Day

PAY FREQ = WS

	Student Year	Additional Per Diem	Revised Holiday	Vac Day	Paid Days	Hours Per Day	Paid Break	Hours Per Year
Employees @ 20+ Hours	180.0	2.0	13.0	15.0	210.0	5.0	0.5	1,155.0
Elementary Managers	180.0	3.0	13.0	15.0	211.0	6.5	0.5	1,477.0
High Rock Manager	180.0	3.0	13.0	15.0	211.0	7.0	0.5	1,507.5
Secondary Managers	180.0	3.0	13.0	15.0	211.0	7.5	0.5	1,688.0



**Unit E**  
**Salary Schedule July**  
**2022**  
**1.5% COLA**

Classification	Grade	Days Per Year *	Hours Per Year **	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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Cafeteria Workers	AW 1	210.0	1155.0	14.6941	15.2818	15.8932	16.5290	17.1900	17.8777	18.5927	19.1826	N/A	N/A
Cafeteria Workers Subs	AW 2	180											
Elementary Manager	AM 1	211.0	1477.0	19.8377	20.6313	21.4567	22.3147	23.2074	24.1357	25.1011	25.7942	N/A	N/A
High Rock Manager	AM 2	211.0	1507.5	20.8296	21.6628	22.5296	23.4304	24.3680	25.3426	26.3562	27.4105	28.1403	N/A
Secondary Manager	ZO 3	211.0	1688.0	24.0888	25.0523	26.0544	27.0966	28.1803	29.3075	30.4798	31.6991	32.6407	33.7851

***Step increases shall occur on July 1 of each year. Any employee who has not completed his/her probationary period as of July 1, will move to the next step upon completion of the probationary period.***

**\* Includes Holidays + Vacation Days, for Employees Scheduled to Work 20- Hours or More Per Week**

**\*\* Includes 30 Minute Paid Break For Employees Working 5 Hours or More Per Day**

**PAY FREQ = WS**

	Student	Additional	Revised	Vac	Paid	Hours	Paid	Hours
	Year	Per Diem	Holiday	Day	Days	Per Day	Break	Per Year
Employees @ 20+ Hours	180.0	2.0	13.0	15.0	210.0	5.0	0.5	1,155.0
Elementary Managers	180.0	3.0	13.0	15.0	211.0	6.5	0.5	1,477.0
High Rock Manager	180.0	3.0	13.0	15.0	211.0	7.0	0.5	1,507.5
Secondary Managers	180.0	3.0	13.0	15.0	211.0	7.5	0.5	1,688.0