

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE OF THE TOWN OF NEEDHAM

and

THE NEEDHAM EDUCATION ASSOCIATION

UNIT C

JULY 1, 2023 – JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
Article 1	Recognition Definition of Employee	4
Article 2	Rights of the Association	4
Article 3	Management Rights	5
Article 4	Continuity of Employment	6
Article 5	Grievances Definition Grievance Procedure Class Action Grievances Time Limits	6 7
Article 6	Arbitration	8
Article 7	Performance Evaluation	9
Article 8	Miscellaneous Leaves Bereavement Leave Leave of Absence Jury Duty Leave Personal Days Parental Leave Military Leave	10 11 12
Article 9	Sick Leave Employee Allocation Extended Personal Illness Extended Family Illness	12 13
Article 10	Sick Leave Buy Back Policy	13
Article 11	Sick Leave Bank	15
Article 12	Longevity Full-time Employees Part-time Employees Method of Payment Timing of Payment	16

Article 13	Holidays	17
Article 14	Vacation Days	17
Article 15	Conditions of Work	17
Article 16	Reduction in Force	20
Article 17	Health and Safety	20
Article 18	Professional Development	20
Article 19	Religious Holidays	21
Article 20	Personnel Files	22
Article 21	Just Cause	22
Article 22	Benefits Insurance Tax-Sheltered Annuities Workers' Compensation Payroll Deduction Slot	22 23
Article 23	Savings Clause	23
Article 24	Salaries Travel Reimbursement Promotional Vacancies Resignations Referral Bonus	23 26
Article 25	Direct Deposit	27
Article 26	Scope of Agreement	27
Article 27	Duration	27
Appendix	Evaluation	28

ARTICLE I RECOGNITION

Section 1

The Committee recognizes the Needham Education Association as the exclusive bargaining agent of all full-time and regular part-time:

- Instructional Assistants, including:
 - 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:
 - Science Center Program Specialists
 - DaVinci Program Specialists
- Credentialed Paraprofessionals, including:
 - 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

~~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.~~

Section 2 - Definition of Employee

Unless otherwise indicated, the term 'employee' when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit.

ARTICLE 2 RIGHTS OF THE ASSOCIATION

Section 1

There shall be no discrimination, interference, restraint, or coercion by the School Committee or the Association or their respective agents against any employee because of membership or non-membership in or participation in the lawful activities of the Association.

Representation by the Association in the capacity of bargaining agent shall be available to all employees in the unit covered by this Agreement, who are eligible for membership. No employee shall be required to join the Association or to pay a fee or dues as a condition of employment or to obtain such representation.

Section 2

The Committee agrees that, in accordance with the provisions of the General Laws of Massachusetts, it will request the Town Treasurer to deduct membership dues from the salaries of its employees who have voluntarily submitted a written authorization.

The amount so deducted will be remitted in accordance with such authorization to the Needham Education Association for the disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation in accordance with the terms hereof.

The Association agrees to indemnify and hold harmless the Committee and/or Town for damages or other financial loss which they may be required to pay by an administrative agency or court of competent jurisdiction as a result of compliance with this Article.

Dues will be deducted in equal payments beginning with the first paycheck, following receipt of written authorization.

Section 3

The Committee agrees not to negotiate with any employee organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E, with respect to the wages, hours, and conditions of employment of employees covered by this Agreement.

Section 4

This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under any obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they shall be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

Except as provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties, and authority which they had prior to entering into this Agreement.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee and the Superintendent retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance or arbitration.

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.

ARTICLE 4 CONTINUITY OF EMPLOYMENT

Section 1

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist, or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities, directed against the Needham Public Schools during the term of this Agreement.

Section 2

If the Association disclaims such activities publicly and in writing to the Committee, advises the individuals concerned that the activity is illegal and in violation of this Contract, and instructs them to cease such activities, it will not be liable in any way therefore.

Section 3

Employees who participate in any such activities may be disciplined or discharged as the Committee in its judgment deems proper; and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, the issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 4

In connection with any negotiations for a successor agreement held pursuant to Article 24 (Duration), said negotiation shall be conducted without the threat of sanctions or strikes by either party, and any outstanding differences shall be referred to the mediation, fact-finding, or other statutory impasse procedures permitted by law only.

ARTICLE 5 GRIEVANCES

Section 1 - Introduction

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

Section 2 - Definition

For the purpose of this agreement, a grievance shall be defined as:

Any complaint by an employee covered by this Agreement that he/she has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement.

Section 3 - Grievance Procedure

Level One - An employee with a grievance will first present it in writing to the immediate supervisor. Unless the parties mutually agree otherwise, a Level One grievance meeting will be held between the parties within ten (10) working days of receipt of the grievance by the Immediate Administrator/Supervisor. The Immediate Administrator/Supervisor will respond in writing within five (5) working days of the Level One meeting. The grievant or Association must provide in writing the specific Article allegedly violated, date of the alleged violation, and the complete remedy sought.

Level Two - If the grievance is not satisfactorily resolved, the grievant has ten (10) working days from the written response of the Immediate Administrator/Supervisor to file the grievance in writing with the Superintendent or designee. Unless the parties mutually agree otherwise, a Level Two grievance meeting will be held between the parties within ten (10) working days of the receipt of the grievance by the Superintendent or designee. The Superintendent or designee will respond in writing within ten (10) working days of the Level Two meeting.

Level Three - If the grievance is not satisfactorily resolved, the Association has fifteen (15) working days from the written response of the Superintendent to give notice to the Superintendent that the grievance is being submitted to arbitration:

Section 4 - Class Action Grievances

If there is a grievance which directly affects a group or class of employees, or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

Section 5 - Time Limits

If at the end of twenty (20) working days following the occurrence of any issue giving rise to a grievance or the date when the employee should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth above, the grievance shall be deemed to have been waived. Failure of the employee/Association filing the grievance to appeal a decision to the next level within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Administration to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

In the event a grievance is filed on or before June 1 which, if left unresolved until the beginning of the following school year would cause irreparable harm to the party in interest, the time limits set forth herein may be reduced by mutual written agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Section 6

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the employee so chooses, a representative of the Association may be present at Level One. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association. The Association must be notified of the outcome of any Level One grievance at which an Association representative is not present.

Section 7

No written communication or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Needham for any employee involved in presenting such grievance.

Section 8

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. For grievances and arbitration time limits, "days" shall be defined as days within the work year for employees. The time limits specified may be extended only by mutual written agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of the acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article. It is understood that any grievances pending at the conclusion of the Contract will remain operative in the subsequent contract period unless settled in negotiations. An employee may contact the Association at any time prior to or during the grievance procedure.

ARTICLE 6 ARBITRATION

Section 1

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after the written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within three (3) work days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

Section 3

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely on the facts, evidence, and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Superintendent/Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee and the Association, and the employee, or group of employees, who initiated the grievance.

**ARTICLE 7
PERFORMANCE EVALUATION**

Section 1

A performance evaluation procedure shall be maintained which is reasonably related to the Unit C staff member's job duties and/or performance.

Section 2

The evaluation period shall be the applicable school year. Interim evaluations may be performed at the discretion of the evaluator.

Section 3

The evaluator will be the supervising teacher or administrator.

Section 4

The evaluatee will receive a copy of each evaluation for his/her signature. The employee's signature does not constitute affirmation of the contents of the evaluation, but only that the appropriate process has been followed. The evaluatee shall be allowed to submit a written comment to the evaluator within (10) days of receipt of the evaluation.

Section 5

Should the evaluatee fail to meet the required standard of performance, disciplinary action may occur.

Section 6

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.

ARTICLE 8 MISCELLANEOUS LEAVES

Section 1 - 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 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 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 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 or 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.

Section 2 - Leave of Absence

Requests for unpaid leave during the school year should be made only for good and sufficient reason approved by the employee's supervisor and submitted to the Superintendent for his/her decision. Unpaid leaves of absence will not be granted on an annual basis; therefore, requests for such leaves should be limited to extraordinary circumstances (e.g., once-in-a-lifetime experience, but not strictly vacation or extension of a vacation period).

Section 3 - Jury Duty Leave

An employee who is required to serve on jury duty during the school year will be paid full salary for the time served. Per diem compensation received by employees for jury duty on work days will be returned to the Town.

It is necessary to request a leave of absence for mandatory jury duty. The employee must state the duration of the jury duty in writing to the Director of Human Resources, with a copy to the Superintendent or designee.

Employees are requested to attempt to schedule jury duty, if possible, during non-school time.

Section 4 - Personal Days

Two days leave with pay may be granted each school year for imperative personal business which could not effectively be conducted outside of school hours. Personal days not used may accumulate to a maximum of four (4) days at the beginning of any school year.

Requests for such leave must be submitted to the Director of Human Resources in writing as soon as possible and, whenever possible, not less than seventy-two (72) hours before the absence occurs.

In no event will this leave be granted so as to extend a holiday or vacation, except in the case of unforeseen circumstances when approved by the Director of Human Resources.

Section 5 - 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 1 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 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.

Section 6 - Military Leave

The Committee will comply with all state and federal laws with respect to mandatory military leave of absence. In such instances when an employee is required to perform active duty training during the work year, s/he will be paid the difference between his/her regular pay for a two-week period and his/her certified military pay (assuming the latter is less).

ARTICLE 9 SICK LEAVE

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick leave with pay shall 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 days per year allocation, unless otherwise approved by the Superintendent of Schools.

Section 1 –Sick Leave Accumulation

Each employee scheduled for twenty hours or more per week is permitted sick leave. Employees shall be granted twelve (12) days of sick leave, which will accrue monthly at 1.2 days per month. The days, if accrued, can be accumulated to a maximum of one hundred seventy-five (175) days.

The Superintendent of Schools may request an examination by the School Physician as to the necessity of any absence which exceeds three (3) days.

In any instance where the School Administration believes that such leave is being abused or used for purposes other than those for which it was intended, the employee will be notified, and pay for the day or days involved will be withheld. If the employee maintains that the Administration's decision is incorrect, the matter may be presented through the grievance procedure and arbitration.

Sick leave is not a bonus and is only intended for the unforeseen circumstances set forth above. Accordingly, employees whose services are terminated through resignation, dismissal, retirement, or death shall not be entitled to additional salary or wages in lieu of any sick leave not taken (except as otherwise provided by Article 10 of this Agreement), nor may such unused sick leave be transferred to the account of any other employee.

When a person enters the employ of the Needham Public Schools, if eligible, he/she will receive one day of sick leave per month for the first three months. After the first three months of employment, the employee shall receive the balance of the annual allotment for the remainder of the work year (July 1 through June 30) and the full complement on each July 1 thereafter.

~~Part-time employees working less than twenty hours per week are not entitled to paid sick leave.~~

Section 2 - Extended Personal Illness

Any employee whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one (1) year. Thereafter such leaves shall be subject to annual review.

Section 3 - Extended Family Illness

A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the employee's immediate family or person for whom the employee has primary responsibilities who is seriously ill.

**ARTICLE 10
SICK LEAVE BUY BACK POLICY**

Employees with ten (10) years of service in the Needham Public Schools may obtain an increase in compensation in the final year of work by adhering to the following established procedure.

An eligible employee who desires to participate in this program will notify the Superintendent of his/her intent to retire at least six months before the day on which he/she plans to retire. If such notice is given then, at the beginning of the employee's final year of work, all accumulated sick leave up to one-hundred and sixty (160) days will be eliminated from the record, with the exception of the last year's allotment, and, in lieu thereof:

a. A "Buy Back" payment would be issued as a lump sum at the termination of employment or, at the Committee's option in the following fiscal year, according to the following sick leave surrender policy:

Years of Service	Maximum Number of Days
10 or more	160

b. Any unused days accumulated from the last year's sick day allotment will be included in the final paycheck due the employee.

In the event that the individual fails to retire under the provisions of the act on the date stated in his/her notice submitted to the Superintendent (unless prevented from doing so by death), she/he will agree in writing to repay the Town of Needham the difference between the salary which was actually received under the provisions of this section and that which he/she would have received had he/she not submitted the intention to retire, said amount to be deducted from his/her paychecks.

In the event that an employee who has elected to participate in the "Buy Back" plan suffers an unanticipated, serious illness or injury during his/her final year of work which results in a substantial absence and exhaustion of his/her sick leave for that year, the School Committee will consider a request from the employee for additional sick leave up to the amount surrendered in the prior year, if the employee agrees to pay deductions of thirty (\$30) dollars for each additional sick day so granted. Should an employee with long service be forced to retire because of a personal emergency situation, a request for "buy back" will be considered.

For employees hired prior to July 1, 2008, the rate of "buy back" shall be thirty (\$30) dollars per seven-hour (7) day (total hours accrued divided by seven (7) hours, multiplied by thirty (\$30) dollars).

For employees hired on or after July 1, 2008, the rate of "buy back" shall be thirty (\$30) dollars per six and one half (6.5) day (total hours accrued divided by six and one half (6.5) hours, multiplied by thirty (\$30) dollars).

In the event of permanent disability or death of an employee who has worked in the Needham Public School for ten or more years, the benefits of this article will be paid to the employee or his/her beneficiary.

ARTICLE 11 SICK LEAVE BANK

Section 1

A Sick Leave Bank is established for use by qualified members of this professional staff who have exhausted their own sick leave and who are seriously ill. The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from illness, accident, or injury. In order to be eligible for a grant from the Sick Leave Bank, Sick Leave Bank participants must intend to return to regular duties.

Section 2

Each member of the bargaining unit has contributed one sick day of personal accumulation to fund the Bank, to be maintained year to year until exhausted. When exhausted, the Bank shall be renewed by the contribution of one additional day by each member of the bargaining unit who has completed one (1) full year of service. All new members hired into the bargaining unit shall contribute one sick day at the end of their first year of employment. If no balance remains in the employees account at the end of the first year, one day will be deducted from the first pay period of the following school year.

Section 3

The initial grant of sick leave by the Bank Committee shall not exceed thirty (30) days.

Section 4

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

Section 5

Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.

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 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. The Sick Leave Bank shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and determining eligibility and amount of leave:

- a. Adequate medical evidence of serious illness;
- b. Prior utilization of all eligible sick leave;
- c. Length of service in the Needham School System

d. Use of previous sick leave and personal leave.

No days may be withdrawn from the Sick Leave Bank for use for any illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.

Section 7

The purpose of the sick leave bank is not intended to serve as a disability policy. Unit C members are encouraged to consider options as outlined in Article 23, section 4, or other private short and long-term disability policies.

Section 8

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

Section 9

The member, or if the member is too disabled the NEA, must apply in writing for benefits. A Certificate of Health Care Provider form completed and signed by the licensed physician indicating that he/she is suffering a serious illness that requires further absence from work must accompany the application for benefits.

**ARTICLE 12
LONGEVITY**

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

Section 2 - Part-Time Employees

Part-time employees who work twenty (20) hours or more but less than thirty-two and one-half (32.5) hours per week if hired on or after July 1, 2008 will receive longevity payments, prorated based on the percentage of full-time hours worked.

Section 3 - Method of Payment

Longevity payments will be issued during the first week of each September. Therefore, any employee entitled to a longevity payment will receive a check for the year (January 1 through December 31) in September. Any increase in longevity payment will also be paid in September of the year in which it occurs.

Section 4 – Timing of Payments

Longevity Payments are made in September following the conclusion of five (5), ten (10), fifteen (15) and twenty (20) years of service.

ARTICLE 13 HOLIDAYS

~~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 VACATION DAYS

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 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.~~

Effective in the 2023-2024 school year, members will have equalized pay checks (Article 24).

ARTICLE 15 CONDITIONS OF WORK

Section 1

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

Section 2

~~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.~~

- 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.

Section 3

The Committee will notify the bargaining unit members, whenever possible, of their non-reappointment for the following year by the preceding June 30th.

Section 4

It is the responsibility of the principal in each school to ensure that the requirements of an Individualized Education Plan (IEP) are met. Therefore, a teaching assistant may be reassigned to another duty only with the knowledge of the principal and shall not be held responsible for the requirements of the IEP.

Section 5

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.**

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.

Section 6

A new employee must serve a probationary period of ninety (90) workdays. Discharge during the probationary period is not subject to the grievance and arbitration procedure.

Section 7

Any paraprofessional hired prior to July 30, 2008 who is scheduled to work more than four hours per day shall receive a thirty minute duty-free lunch break which is normally scheduled to fall within thirty minutes before, during, or thirty minutes after the lunch breaks for students. Unit C members hired on or after July 1, 2008 will receive a thirty-minute, unpaid, duty-free lunch scheduled within thirty minutes before or after the lunch breaks for students.

Section 8

Teaching assistants must be "Highly Qualified" under the No Child Left Behind Legislation upon hire.

Section 9

~~—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.~~

Section 9

Teaching assistants will have biweekly meetings during the school year to collaborate, share ideas, problem solve and meet together. The meetings will have an agenda and minutes will be led by an administrator or special education liaison.

Section 10

The Committee may require all **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.

The summer training will be held in August and no sooner than the conclusion of the NPS special education summer programs.

Section 11

The Committee will continue to work to phase-out paper time record-keeping methods. Paper records will be replaced by an electronic time record-keeping system.

**ARTICLE 16
REDUCTION IN FORCE**

In the event that it is necessary to reduce the number of Unit C staff, staff who are subject to lay-off and have been employed for at least five (5) years may be assigned to and/or granted an interview for other positions within their category for which they are qualified for.

**ARTICLE 17
HEALTH AND SAFETY**

The Committee will strive to provide staff with safe and healthful working conditions.

**ARTICLE 18
PROFESSIONAL DEVELOPMENT**

Section 1

Bargaining unit members are eligible to participate in staff development program activities. They may also be granted permission to attend workshops and/or conferences outside the system at the discretion of the immediate supervisor. Expenses associated with such activities will be reimbursed at the discretion of the supervisor to the extent that budgets permit.

Section 2

All employees will participate in at least six hours of professional development related to the position in which they work. The six hours will take place during the work year and will be provided by the appropriate administrators. The administrators will consider input from employees in determining the topics for these sessions.

Section 3

To meet specific student needs in the district, teaching assistants in Unit C who obtain Board Certification as an Assistant Behavior Analyst (BCaBA) through an accredited program will be compensated with a one-time payment of \$1000 upon successful completion and proof of Board Certification. To be eligible for this payment, any teaching assistant who is contemplating certification as a BCaBA must first obtain prior written approval from the Director of Special Education and the Director of Human Resources prior to beginning the BCaBA program.

Section 4

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 first 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 in the tuition reimbursement account.

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.

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.

ARTICLE 19 RELIGIOUS HOLIDAYS

Insofar as the Needham School Committee's policies permit staff to be absent from work for religious reasons, bargaining unit members who are required to be absent from work for religious reasons will be so permitted to use a personal day or take the day without pay. Requests for such absence shall be submitted in writing in advance to the immediate supervisor.

**ARTICLE 20
PERSONNEL FILES**

An employee has the right, upon request, to review the contents of his/her personnel file. Nothing of a derogatory nature should be placed in a personnel file without a copy going to the employee.

Any complaint regarding an employee from a parent, student, or other person requiring administrative action shall be promptly called to the attention of the employee before any administrative action is taken. This section will not be construed to prevent the administration from conducting an investigation before the complaint is brought to the attention of the employee.

In the course of reprimand or discipline by a member of the administration, the employee may request that a representative of the Association be present.

**ARTICLE 21
JUST CAUSE**

The Committee will not discipline or discharge employees without just cause.

**ARTICLE 22
BENEFITS**

Section 1 - Insurance

As long as the Town of Needham agrees to pay a portion of the health and life insurance program currently in effect for employees working more than twenty (20) hours per week, the School Committee will certify deductions from the payroll checks for participating members upon receipt of a proper authorization.

In the event the Town of Needham modifies its insurance plan, similar arrangements or amendments to payroll deductions will be made available to employees in the unit.

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.

Section 2 - Tax Sheltered Annuities

a. In order to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an employee working more than twenty (20) hours per week may contract with the Committee pursuant to the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation.

b. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

c. Initiation of a tax sheltered annuities program may be made at any time during the year.

d. Premiums for such annuities shall be paid promptly.

Section 3 - Workers' Compensation

Workers' Compensation is provided to employees through the Town of Needham. In case of injury, the employee must notify the immediate supervisor and complete all required documentation in a timely fashion as required by law.

An employee on Workers' Compensation may elect to receive sick leave payments to the extent permitted by the General laws in Chapter 152, Section 69, whereby such payments will be charged against accumulated sick leave and the amount, when added to Workers' Compensation benefits, does not exceed his/her full salary or wages.

Section 4 – Payroll Deduction Slot

The Town of Needham will assign a payroll deduction slot for employees to participate in the Massachusetts Teachers Association's disability insurance plan. The NEA will provide the premium amounts of the plan, along with deduction authorizations, for those employees who are eligible for and wish to participate in the plan.

ARTICLE 23 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement is held contrary to law, then such provision shall not be deemed valid. All other provisions shall continue in full force and effect.

ARTICLE 24 SALARIES

Section 1 - Equalized Pay

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.

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.

Section 2

~~Salaries for bargaining unit members shall be increased as follows:~~

~~The salaries for all categories and steps shall be increased by .5% on July 1, 2020:~~

~~The salaries for all categories and steps shall be increased by .75% on July 1, 2021:~~

~~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.~~

- 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:

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	

- B. Immediately upon implementation a 2% COLA shall be applied to the FY24 scale, to create the following salary schedule below:

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

- 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 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** classification (“new **ASC**”), including but not limited to:
 - i. Special Education Program Specialists (Credentialed)
 - ii. Certified Occupational Therapy Assistants (COTAs)
 - iii. Physical Therapy Assistants (PTAs)
 - iv. Speech Language Pathology Assistants (SLPAs)
 - d. **Unit C Program Specialists hired before 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 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.”
 - e. **Unit C Science Center Program Specialists** hired before July 1, 2023 shall be placed on “new **ASE**.”
- 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.
- 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.
- 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 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).

- G. Effective July 1, 2024, a 2% COLA shall be applied to the aforementioned scale to create the following salary schedule below:

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

- H. Effective July 1, 2025, a 2% COLA shall be applied to the prior year salary scale:

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	

Section 3 - Travel Reimbursement

Employees who are required to use their vehicles in the performance of their duties shall receive reimbursement for mileage at the rate approved for other Town employees so long as they submit such mileage on a form approved by the Committee. Employees should submit these forms on a quarterly basis, with the final report due no later than June 30.

Section 4 - Promotional Vacancies

When an employee is promoted into a higher-paid classification, that employee will be placed on the step in the higher-paid classification that provides an increase of no less than \$.25 per hour.

Section 5 – Resignations

Employees will provide the Superintendent with thirty days’ written notice of resignation when leaving the employ of the Needham Public Schools.

Section 6 - Referral Bonus

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.

**ARTICLE 25
DIRECT DEPOSIT**

All Unit C members will be required to utilize direct deposit beginning in the FY 18 year. The Town reserves the right to discontinue the practice of issuing a paper pay stub at any time.

**ARTICLE 26
SCOPE OF AGREEMENT**

Section 1

This agreement constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

Section 2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 27
DURATION**

This Agreement shall become effective upon ratification by the Association and approval by the Committee. The contract shall remain in full force and effect until June 30, 2026.

This is a complete Agreement between the parties covering the period from July 1, 2023, to June 30, 2026.

PROCEDURE FOR UNIT C EVALUATION

1. A copy of the Evaluation Tool should be disseminated to all special education liaisons, general education teachers and Unit C employees at the start of the school year.
2. The Tool and this PROCEDURE should be reviewed with all Unit C employees as soon as possible, prior to October 1. A building-based special education administrator should lead this meeting.
3. As per the current Unit C contract, a “supervising teacher or administrator” may do the evaluation. The following are the designated evaluators in each school:
 - Elementary and High Rock – Special Education Coordinator
 - Pollard and High School – Special Education Liaison is the primary supervisor. The building-based special education administrator signs off on all evaluations. If there are Unit C staff members who need extra supervisory input, the Administrator should be asked to provide the supervision and evaluation of that Unit C member by the Liaison
 - The Pollard and High School Special Education Administrators will provide an optional 1 hour training session with the Liaisons prior to October 1 to review the observation, supervision and evaluation process
3. The Tool can be used by Unit C employees to set goals for the school year.
4. For returning Unit C employees, the supervising teacher or administrator should review the prior year’s end-of-year evaluation for suggestions on goal setting.
5. The evaluator should provide a minimum of **two brief (at least 10 minutes in length)** observations per year, one of them occurring prior to the mid-year meeting, which should occur prior to the Thanksgiving break. The two observations should be followed with in-person and written feedback within 5 days of the observation.
5. End of year Evaluation deadline for Unit C members is May 15th. The original, final signed Evaluation should be sent to the Human Resources Office by May 16th.
6. The Evaluation will be signed by the Special Education Coordinator at the Elementary level, the Preschool Director at the Preschool, and co-signed by the Special Education Coordinator at Pollard and by the Special Education Director at the High School.
7. The Evaluation Tool may be used as an “information gathering” tool with classroom and special education teachers. The supervising teacher or administrator may request input from the teachers who direct and partner with the Unit C employee prior to completing the evaluation tool and meeting with the Unit C employee.

Developed May 2014
Needham Public Schools

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representative this twenty third day of AUGUST 2023.

Needham School Committee

DocuSigned by:
Connie Barr

7A9980E0ADE424DD...
Connie Barr
DocuSigned by:
Andrea Longo Carter

38C46A340B83403...
Andrea Longo Carter
DocuSigned by:
Alisa M Skatrud

0FC413E526164E0...
Alisa Skatrud
DocuSigned by:
Dr. Alexandra Montes McNeil

58CA1066470C436...
Alexandra Montes McNeil
DocuSigned by:
Anne Gulati

EC4F3373A38A498...
Anne Gulati

Needham Education Association

DocuSigned by:
Mike Hirsch

5B81377988FB4F7...
Mike Hirsch
DocuSigned by:
Marcy Spink

05EE1C38DF38467...
Marcy Spink
DocuSigned by:
Brittish Miser

F9161E4D6C41B...
Brittish Miser
DocuSigned by:
Emily Garron

2AC8AB9EA85A444...
Emily Garron
DocuSigned by:
Meghan Stamm

E094B8B336E458...
Meghan Stamm
DocuSigned by:
Jacquelyn Hall

B08E6F16BD94449...
Jacquelyn Hall
DocuSigned by:
Jack Gately

F66A2B0999304BA...
Jack Gately