

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SUDBURY EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION OF SUDBURY  
AND THE  
SUDBURY SCHOOL COMMITTEE**

It is agreed between the Sudbury Educational Support Professional Association of Sudbury and the Sudbury School Committee that the terms of their collective bargaining agreement covering the period July 1, 2015 through June 30, 2018 shall be extended through June 30, 2021 except as modified by the following provisions:

**Article I – Scope of Agreement**

A. This Agreement is made and entered into this first day of July ~~2015~~ **2018**, by and between....

**Article II – Recognition**

<u>All lunchroom/recess supervisors</u>	All <u>district</u> METCO Academic Advisors <u>Program Coord.</u>
All clerical personnel	All teacher assistants
All library/media <u>support professionals</u>	All ABA tutors
All <u>Special Education</u> tutors	

**Article IV – Duration and Reopener**

This contract will be effective from **July 1, 2018 to June 30, 2021**. The parties, if they desire to change the conditions of this Agreement, will notify the other at least 30 days prior to the expiration date by certified mail. The proposed changes will be presented at the first meeting after the notification.

**Article VIII – Job Positions**

D. Any employee assigned to a higher ~~classification~~ level within the ESPA unit will receive the higher rate of pay **after three (3) or more consecutive days in** that higher-paid position. Any employee assigned to a lower ~~title~~ level temporarily, will not have their pay reduced.

**Article IX – Work Schedule and Overtime**

A. Each employee ~~should~~ will be notified, by the Committee, of the hours, days, and location of his/her school-year assignment **(including classroom/office) one week prior to the close of school in June**. This assignment is subject to change, if necessary, for the needs of the system.

C. The number of workdays for each category of employees shall be calculated as follows:

1. Lunchroom Supervisors shall work the number of days specified.

Lunchroom Supervisors: 180-181 minus any days in which lunch is not served.

2. b. article changed in error Administrative Assistants, School Administrative Assistants and Middle School Student Services Administrative Assistant (10-month – 1.0 FTE): 180 school days, plus the number of additional teacher days for professional development; plus 5 days immediately before the first day for teachers excluding state and federal holidays and 5 days immediately after the last teacher day.

2. c. Administrative Assistant to the Principal (10-month 1.0 FTE): 180 school days, plus the number of additional teacher days for professional development, plus ten (10) days immediately before the first

day for teachers, excluding state and federal holidays, ~~five (5)~~ four days immediately after the last teacher day and one day during the month of July to be scheduled, in advance, with the supervisor.

~~4. c. Tutors, METCO Academic Advisors, METCO Family & Student Engagement Coordinator and ABA Tutors: (finish section)~~

~~4-New d. District METCO Program Coordinator: 180 school days, plus 1 orientation day (day before students), plus one day prior to the start of the school year for planning, scheduling and/or parent meetings; plus the number of additional days for professional development, as defined in section C.4. above.~~

D1. Full-time Teacher Assistants/Tutors: 30.84 hours for elementary, 31.67 for middle school plus a one-half hour unpaid lunch each full school day. Teacher assistants who are required by the building principal to work during their lunch periods during the school week when there is no early release day will receive extra pay for the lunch period worked.

~~D4. METCO Academic Advisors/METCO Family & Student Engagement Coordinator~~ District METCO Program Coordinator: It is understood that METCO positions are dependent on grant design and state funding of the METCO grant and is a sole classification. In addition, the METCO director may ask the ~~advisors~~ Coordinator(s) to work select mornings, afternoons, and weekends, for compensation, to support specific METCO events both in Boston and in Sudbury. Coordinators will be reimbursed for mileage (i.e. travel between work and the meeting location) at the current Sudbury rate for reimbursement and pursuant to applicable IRS policies on reimbursement.

E. The Superintendent will meet with the President of the ESPAS to determine ILAP days and any additional minutes of time required.

F. All employees shall be assigned a lunch period ~~during a time when lunch is served in the cafeteria~~ between 11-2 pm.

J. Association members who cover for a teacher on a short-term basis shall be compensated for one extra hour per day for preparation after the ~~5<sup>th</sup>~~ third day in the same role for the same teacher. The member will be compensated at his/her regular hourly rate.

New K. An employee asked by his/her building principal/supervisor to work beyond the regular work day will be paid his/her hourly rate.

New L. An employee who is asked to substitute/cover, for no less than fifty (50) minutes at the elementary level or one block at the middle school level, as a teacher, will receive \$10 per hour above and beyond his/her regular pay.

## Article X – Authorized Leave

### A. Vacation

2. The annual vacation for 12-month employees shall be taken at a time mutually convenient to the supervisor and the employee and the Superintendent or his designee. The expectation is that 12-month employees will take the majority of their vacation during periods that school is not in session. Any requests to use vacation days during the school year must be received five (5) school days prior

**to the requested vacation.** For ten and 11-month employees, vacation shall not be taken when school is in session; however, when the amount of earned vacation time exceeds the school vacation period, the employee may take time during the school year at a time mutually convenient to the employee and the Superintendent or his designee.

#### **B. Personal Leave**

The Superintendent, if he/she decides that.....

Each request will be answered within ~~48 hours~~ **two (2) school days** of the submission to the Superintendent or designee.

#### **C. Bereavement Leave**

1. Employees shall be granted up to five (5) days leave in the event of the death of an employee's spouse, **domestic partner**, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, **grandchild** or other member of the immediate household. **In certain situations, the Superintendent may agree to extend bereavement time beyond five (5) days.**

2. Employees shall be granted one (1) day of leave at any time in the event of death of an employee's grandparent, ~~grandchild~~, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless said relative is a member of the immediate household, in which event the employee will be entitled to the aforesaid five (5) days. ~~Special consideration may be given.~~ **In certain situations, the Superintendent may agree to extend bereavement time beyond one (1) day.**

#### **Article XI – Vacancies and Transfers**

A. Vacancies are defined as openings in positions included in the bargaining unit. Move the following from Article XXIX: **Members desiring a transfer to another location or a change in assignment for the upcoming school year may submit a request form to the Director of Human Resources by May 15<sup>th</sup> of the current school year. Requests must be renewed each year. All requests will be acknowledged in writing.**

#### **Article XIII – Layoff and Recall**

B. When making layoffs within a job classification, **the Superintendent shall consider the employee's layoff will be determined by seniority first and then qualifications, professional performance based upon written evaluations, and the needs of the system. If an employee has greater seniority, but is not as professionally qualified to fulfill another employment role as an employee with less seniority within the entire job classification, the Superintendent may layoff the less qualified employee with greater seniority. The Superintendent, on request from the Association, shall give the reasons for his/her determination. However, the final decision rests exclusively with the Superintendent and will not be subject to a claim under the grievance procedure except on the charge that the determination was arbitrary and capricious.**

**Classifications for the purpose of layoff are as follows:**

- 1. Support Professionals**
- 2. Administrative Assistant Clerical Personnel**
- 3. Lunchroom/Recess Supervisor**

To the extent possible and practical, normal attrition will be used.

To the extent possible, the Superintendent agrees to give written notice to employees at least thirty (30) working days, but no less than ten (10) working days, in advance of the effective date of the layoff.

**New C.** Seniority is defined as an **employee's length of continuous service in years, months, and days from the date an employee begins employment in the ESPAS. Employees who move from one level to another will retain their seniority.** Continuous service is any unbroken service with the exception of authorized **unpaid leave. Three (3) seniority lists will be prepared based upon the classifications above. All staff will be restored to their original date of hire in the ESPAS.**

### **C (New D)**

**D (New E).** Within sixty (60) days after the execution of this Agreement, the Committee shall forward to the Association ~~a seniority list~~ **three (3) seniority lists (see classifications above)** containing the names of all employees in the bargaining unit. (finish section)

### **Article XV – Employee Facilities**

#### **A New 3. Gender-neutral rest rooms.**

### **ARTICLE XVI – Discrimination**

~~.....sexual orientation~~ **gender identity**

### **Article XX – Salaries and Payroll Procedures**

A. Replace first paragraph as follows: **An employee will have the option of receiving his/her paycheck in twenty-one (21) or twenty-six bi-weekly payments.**

B. The salary schedule and its provisions shall be effective July 1, ~~2015~~ **2018**, and shall continue in effect until agreement is reached on a succeeding contract.

### **Article XXV – Educational Training and Benefits**

C. When an employee seeks to take a course or courses, he/she must receive the prior approval of the Superintendent of Schools. Approval for a course is at the sole discretion of the Superintendent of Schools. The employee is required to provide evidence as to how this course would benefit the employee's job performance. Once the Superintendent's approval has been received, the employee will be reimbursed for one hundred (100) per cent of registration, **tuition**, and/or fees contingent upon the following criteria: (finish section)

### **Article XXVIII – Evaluation**

Add previously negotiated evaluation language

### **Article XXIX – ~~Job Classifications~~ Job Level/Classification**

A. When making staff assignments for the upcoming school year, administration will consider the following criteria; FTE, location, qualifications and seniority within the **level/classification**. Move the following to Article XI: ~~Members desiring a transfer to another location or a change in assignment for the upcoming school year may submit a request form to the Director of Human Resources by May 15<sup>th</sup> of the current school year. Requests must be renewed each. All requests will be acknowledged in writing.~~

Level VII – change as follows:

Library Media Paraprofessional Support Professional

Level IX – changes as follows:

Special Education Tutor

METCO Academic Advisor

METCO Family and Student Engagement District METCO Program Coordinator

**Article XXX - Holidays**

A. The following holidays shall be paid to all 10-month clerical employees:

Add: Half day Christmas Eve Day

~~Second-B C.~~ The following holidays shall be paid to all 11- and 12-month clerical employees

~~Christmas Eve Day~~ Half day Christmas Eve day

**New Article:**

The Parties agree to create a joint labor management committee during the 2018-2019 school year to discuss the implementation of a timekeeping system.

**Article XXXI – Salary Schedule**

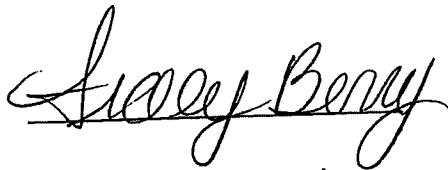
Increase as follows:

FY19 – 1.5%

FY20 – 2.5%

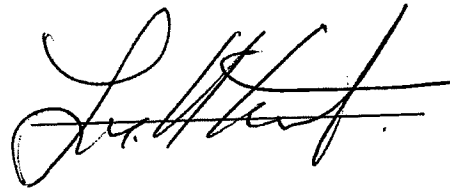
FY21 – 2.25%

For the Association:



Date: 10/17/18

For the School Committee:



Date: 10/10/18

ESPAs 2018-2021 Salary Schedule

11/15/2018

FY2019 COLA = 1.5%

Level	STEP						
	1	2	3	4	5	6	7
1	\$ 12.56	\$ 13.00	\$ 13.59	\$ 14.08	\$ 14.67	\$ 15.20	\$ 16.93
2	\$ 12.92	\$ 13.46	\$ 14.00	\$ 14.61	\$ 15.80	\$ 18.23	\$ 20.02
3	\$ 16.25	\$ 16.88	\$ 17.54	\$ 18.23	\$ 18.95	\$ 19.70	\$ 21.93
4	\$ 17.54	\$ 18.23	\$ 18.95	\$ 19.70	\$ 20.47	\$ 21.26	\$ 23.67
5	\$ 18.95	\$ 19.70	\$ 20.47	\$ 21.26	\$ 22.10	\$ 22.96	\$ 25.57
6	\$ 20.47	\$ 21.26	\$ 22.10	\$ 22.96	\$ 23.85	\$ 24.79	\$ 27.60
7	\$ 22.10	\$ 22.96	\$ 23.85	\$ 24.79	\$ 25.80	\$ 26.78	\$ 29.81
8	\$ 23.85	\$ 24.79	\$ 25.76	\$ 26.78	\$ 27.85	\$ 28.92	\$ 32.20
9	\$ 25.76	\$ 26.81	\$ 27.84	\$ 28.92	\$ 30.05	\$ 31.25	\$ 34.76

FY2020 COLA = 2.5%

Level	STEP						
	1	2	3	4	5	6	7
1	\$ 12.87	\$ 13.33	\$ 13.93	\$ 14.43	\$ 15.04	\$ 15.58	\$ 17.35
2	\$ 13.24	\$ 13.80	\$ 14.35	\$ 14.98	\$ 16.20	\$ 18.69	\$ 20.52
3	\$ 16.66	\$ 17.30	\$ 17.98	\$ 18.69	\$ 19.42	\$ 20.19	\$ 22.48
4	\$ 17.98	\$ 18.69	\$ 19.42	\$ 20.19	\$ 20.98	\$ 21.79	\$ 24.26
5	\$ 19.42	\$ 20.19	\$ 20.98	\$ 21.79	\$ 22.65	\$ 23.53	\$ 26.21
6	\$ 20.98	\$ 21.79	\$ 22.65	\$ 23.53	\$ 24.45	\$ 25.41	\$ 28.29
7	\$ 22.65	\$ 23.53	\$ 24.45	\$ 25.41	\$ 26.45	\$ 27.45	\$ 30.56
8	\$ 24.45	\$ 25.41	\$ 26.40	\$ 27.45	\$ 28.55	\$ 29.64	\$ 33.01
9	\$ 26.40	\$ 27.48	\$ 28.54	\$ 29.64	\$ 30.80	\$ 32.03	\$ 35.63

FY2021 COLA = 2.25%

Level	STEP						
	1	2	3	4	5	6	7
1	\$ 13.16	\$ 13.63	\$ 14.24	\$ 14.76	\$ 15.38	\$ 15.93	\$ 17.74
2	\$ 13.54	\$ 14.11	\$ 14.67	\$ 15.32	\$ 16.57	\$ 19.11	\$ 20.98
3	\$ 17.04	\$ 17.69	\$ 18.39	\$ 19.11	\$ 19.86	\$ 20.64	\$ 22.99
4	\$ 18.39	\$ 19.11	\$ 19.86	\$ 20.64	\$ 21.45	\$ 22.28	\$ 24.81
5	\$ 19.86	\$ 20.64	\$ 21.45	\$ 22.28	\$ 23.16	\$ 24.06	\$ 26.80
6	\$ 21.45	\$ 22.28	\$ 23.16	\$ 24.06	\$ 25.00	\$ 25.98	\$ 28.93
7	\$ 23.16	\$ 24.06	\$ 25.00	\$ 25.98	\$ 27.05	\$ 28.07	\$ 31.25
8	\$ 25.00	\$ 25.98	\$ 26.99	\$ 28.07	\$ 29.19	\$ 30.31	\$ 33.75
9	\$ 26.99	\$ 28.10	\$ 29.18	\$ 30.31	\$ 31.49	\$ 32.75	\$ 36.43