

MEMORANDUM OF UNDERSTANDING
AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY
LOCAL 1033, AFT MASSACHUSETTS, AFL-CIO
PARAPROFESSIONALS AND TUTORS UNIT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Amesbury School Committee (hereinafter, the “Committee”) and the AFT Amesbury, Paraprofessionals and Tutors Unit (hereinafter, the “AFT”).

WHEREAS, the Committee and the AFT entered into a collective bargaining agreement for the period of September 1, 2021 through and including August 31, 2023; and

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

WHEREAS, said representatives of the Committee and the AFT have, subject to ratification by the membership of the Committee and the AFT Paraprofessionals and Tutors Unit, agreed to a successor agreement for the period of September 1, 2023 through and including August 31, 2026;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement and Duration:

- A. The Collective Bargaining Agreement in effect for the periods of September 1, 2021 through and including August 31, 2023 shall be in full force and effect for the period September 1, 2023 through and including August 31, 2026, except as modified by this **MEMORANDUM OF AGREEMENT**.
- B. The changes set forth herein are effective September 1, 2023 unless otherwise specified.

2. Housekeeping

- A. Make pronouns gender neutral: his/her change to their, etc.
- B. Review existing Side Letters

The Parties will exchange and review existing side letter for verification.

C. Article VI.F.2 – Unused Sick Leave

Amend to clarify that this benefit is available to all unit members:

Payment shall be made within the first month of the school year immediately following the school year in which the ~~tutor~~ **employee** had the low absence record.

D. Article VI.H.2 – Retirement Provision for Tutors

Update paraprofessional substitute rate:

For purposes of calculating the payment due under this Article, the daily paraprofessional substitute rate of pay in effect as of ~~July 1, 2016~~ **September 1, 2022** is ~~\$75.00~~ **125.00**.

E. Article IX. N and Appendix C – Evaluation

Integrate the provisions of the 21-23 MOU and add the Evaluation Form as Appendix C to the CBA.

F. Article XI – Position Change

Amend to clarify that this provision applies to all unit members:

~~A Teaching Assistant or Teaching Associate who is a~~ ***bargaining*** unit member who accepts another non-certified position in the Amesbury Public Schools will be credited with previous service as a unit member where accumulated sick leave, vacation leave and service credits are concerned.

3. **Article 3 - Federation Privileges And Responsibilities**

Amend sections set forth below as follows:

E. Federation Meetings (leave unchanged)

The authorized representative of the Union shall have the right to schedule Federation meetings in the building before or after regular class hours so long as there is no conflict with Article IV, Section A of this contract.

G. Information (leave unchanged)

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. The Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the

bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) email, if on file.

The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

J. Voluntary Deductions

The Employer shall deduct from and transmit to the Federation funds from members who voluntarily choose to participate in the Federation's scholarship or COPE program.

K. Employee Organization Access to Members

The Employer shall provide the Federation access to members of the bargaining unit that the Federation exclusively represents consistent with the provisions of M.G.L. c. 150E, s. 5A, including:

- 1. The right to meet with individual employees on school premises during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;*
- 2. The right to conduct worksite meetings during lunch breaks and other non-work breaks and before and after the workday on the school premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the Federation's duties as the exclusive bargaining representative and internal Federation matters involving the governance or business of the Federation; and*
- 3. The right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, as outlined in Article IX, Section L.*

L. New Employee Orientations

- 1. For bargaining unit employees hired prior to the start of the academic year, the Federation shall be provided at least one (1) hour to meet with such newly hired employees on the opening day of the school year (i.e. Convocation Day), following the Federation's meeting with employees. The Employer shall provide release time for new employees to attend with no loss of pay. The Employer shall release two (2) members of the Federation to conduct the orientation with no loss of pay.*

2. *For bargaining unit employees hired after the start of the academic year, the Federation shall have the right to meet with such newly hired employee within the first five (5) days of employment, with no loss of pay, for not less than one (1) hour. The Employer shall release a building representative , or other representative chosen by the Federation, to conduct an orientation of no less than one (1) hour with no loss of pay.*

M. *Bargaining unit employees shall be released, with no loss of pay, to attend conventions, training, and conferences of the Federation, for a total annual allotment of six (6) days per school year. Requests to utilize such union leave days will be made in writing to the Superintendent at least two (2) calendar weeks in advance.*

4. Parental Leave

Article VII - Leaves Of Absence, Holidays, Vacation

Amend the Sections set forth below as follows:

5. Family Medical Leave Act

Eligible members will be granted leave in accordance with the federal Family and Medical Leave Act and may use accrued sick time for leave due to their own personal illness. *Employees taking FMLA leave for the purpose of the birth or adoption of a child may utilize accrued sick time as set forth at Section K, below.*

6. Parental Leave

Eligible members will be granted leave, *to the extent they are otherwise eligible*, in accordance with the *FMLA and/or the* Massachusetts Parental Leave Act (“MPLA”), M.G.L. c. 149, s. 105D, *for the birth or adoption of a child* and may use accrued sick time for leave due to their own personal illness.

Employees on an approved leave under the FMLA or MPLA for the birth or adoption of a child may use the following benefits, within four (4) months of the date of birth or adoption of a child:

- (a) *Effective September 1, 2023 - up to twelve (12) weeks of accrued paid sick leave, to the extent available pursuant to Article VI, Section A;*
- (b) *Effective September 1, 2024 – one (1) week of paid parental leave not to be deducted from accrued sick time and up to eleven (11) weeks of accrued paid sick leave, to the extent available pursuant to Article VI, Section A; and,*

- (c) *Effective September 1, 2025 – two (2) weeks of paid parental leave not to be deducted from accrued sick time and up to ten (10) weeks of accrued paid sick leave, to the extent available pursuant to Article VI, Section A.*

To be eligible for the paid parental leave benefit, the individual must have been employed by the District for one full school year.

If both parents are employed by the District, the leave benefit will be shared.

To assist with planning, the employee requesting leave under this provision will provide the Superintendent or their designee with notice as far in advance as possible and no less than two (2) weeks prior to the expected commencement of the leave and their intention to return to work following the end of such leave.

5. Article I, Section A – Recognition Clause

The Parties agree to accrete the following positions into the Paraprofessionals and Tutors bargaining unit pending negotiations over terms and conditions of employment, including a review of the provisions of the CBA relative to applicability, and wages:

Certified Occupational Therapist Assistant (COTA);
Speech Language Pathology Assistant (SLPA);
Certified Nursing Assistant (CNA); and,
Physical Therapy Assistant (PTA).

6. Economics and Paid Benefits:¹

A. Year 1 (September 1, 2023 – August 31, 2024)

1. Salary Scale

- a. Effective September 1, 2023 adopt the salary schedule attached hereto as Appendix A, which shall include the following changes as compared to the 2022-2023 salary schedule:
- i. Rename the columns as:
- High School Diploma/GED
Two (2) Year Degree/ParaPro Exam
Four Year Degree
- ii. Add \$5.00 to the High School Diploma/GED Column
- iii. Eliminate Step 1. Renumber Steps 2 – 4 as 1 – 3.

¹ The amendments to the contract required to incorporate the phase-in of the working conditions and benefit changes found in this section and marked with an asterisk (*) are set forth in the document attached hereto as Exhibit B.

- iv. Step 10 becomes Step 5 (5 year step).
 - v. Increase the Two Year Degree and Four Year Degree Columns by 2.5%.
- b. Effective the 91st day of the 2023-2024 school year, increase the Two Year Degree and Four Year Degree Columns salary scale by .5%.

2. Work Day*:

Increase all 6.5 hour paras at Elementary and MS to 7 hours/per day, with 15 minutes before the start of the student day and 15 minutes after.

3. Work Year – Article IX, Section C*:

182 days (with the 182nd day being Convocation Day):

4. Professional Development/PRT Days – Article VI, Section G*:

Paraprofessionals will remain at work for their regular work day and attend scheduled Professional Development activities on PRT days. The Parties will cooperate with the development of relevant professional development for these PRT days.

5. Personal Days – Article VII, Section E.1*:

Increase from 2 to 3 days per year:

6. Sick Days – Article VII, Section A.1*:

Increase from 12 to 15 days per year.

7. Substituting for Teachers – Article IX, Section H:

Add the following as a new Paragraph 2, with all other language in the current CBA remaining unchanged:

- 2. *Paraprofessionals assigned by a building principal or their designee to serve as a substitute teacher will be paid a differential as follows:*
 - *For one (1) hour or class period, whichever is less, up to one-half of the school day - \$25.00;*

- *For one-half of the school day up to a full school day - \$50.00.*

B. Year 2 (September 1, 2024 – August 31, 2025)

1. Salary Scale:

Effective September 1, 2024:

- a. Add a new Step 7 (7 years) at a 2.5% increment.
- b. Increase the scale by 3.25%.

2. Service Credits*:

- a. Extend the service credit benefit to all employees regardless of date of hire.
- b. Add \$250.00 to each existing level.

C. Year 3 (September 1, 2025 – August 31, 2026)

1. Salary Scale:

Effective September 1, 2025

- a. Add a new Step 10 (10 years) at a 2.5% increment.
- b. Increase the scale by 3.25%.

2. Work Year – Article IX, Section C*:

Effective at the start of the 2025-2026 school year, the work year will increase to 185 days and mirror the teacher work year, with non-school days serving as mandatory professional development days for members of the Paraprofessionals and Tutors unit. The Parties will cooperate with the development of relevant professional development for these days.

3. Sick Days – Article VII, Section A.1*:

Increase from 15 to 16 days per year.

This Memorandum of Agreement is subject to ratification by the Committee and the AFT, Paraprofessionals and Tutors Unit. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this _____ day of July, 2023.

AMESBURY SCHOOL COMMITTEE

**AFT AMESBURY,
PARAPROFESSIONALS & TUTORS
UNIT**

EXHIBIT A

**APPENDIX A - SALARY SCHEDULE
PARAPROFESSIONALS AND TUTORS UNIT**

EFFECTIVE SEPTEMBER 1, 2023

(\$5.00 Hourly Increase To HS/GED Column 1 & 2.5% Increase On Balance Of Schedule)
(First 90 Days)

	PARAPROFESSIONALS			TUTORS
Step	High School Diploma or GED	Two (2) Year Degree or ParaPro Exam	Four (4) Year Degree	
1	20.61	25.49	27.58	27.58
2	21.29	27.75	29.25	29.25
3	22.02	28.56	30.12	30.12
5	22.45	29.29	30.90	30.90

EFFECTIVE SEPTEMBER 1, 2023

(.5% Increase – 2 Year/4Year/Tutors Columns)
(Effective Day 91)

	PARAPROFESSIONALS			TUTORS
Step	High School Diploma or GED	Two (2) Year Degree or ParaPro Exam	Four (4) Year Degree	
1	20.61	25.62	27.72	27.72
2	21.29	27.89	29.40	29.40
3	22.02	28.70	30.28	30.28
5	22.45	29.44	31.06	31.06

EXHIBIT A

EFFECTIVE SEPTEMBER 1, 2024
(3.5% INCREASE)

	PARAPROFESSIONALS			TUTORS
Step	High School Diploma or GED	Two (2) Year Degree or ParaPro Exam	Four (4) Year Degree	
1	21.28	26.45	28.62	28.62
2	21.98	28.79	30.36	30.36
3	22.74	29.63	31.26	31.26
5	23.18	30.40	32.07	32.07
7	23.76	31.16	32.87	32.87

EFFECTIVE SEPTEMBER 1, 2025
(3.5% INCREASE)

	PARAPROFESSIONALS			TUTORS
Step	High School Diploma or GED	Two (2) Year Degree or ParaPro Exam	Four (4) Year Degree	Tutors
1	21.97	27.31	29.55	29.55
2	22.70	29.73	31.34	31.34
3	23.47	30.60	32.28	32.28
5	23.93	31.39	33.11	33.11
7	24.53	32.17	33.94	33.94
10	25.14	32.97	34.79	34.79

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Contract Language Changes

The following changes are made to incorporate the benefit provisions outlined at Provision #6 of the MOU. All changes are effective September 1, 2023 unless otherwise noted.

Article IX, Section C – Work Day/Year

It is accepted and acknowledged by the parties that there are no uniform weekly hours for employees. Employees shall work the weekly hours as specified by their appointment. ***Daily work hours for a full-time employee will consist of 7 hours, which shall include the thirty (30) minute unpaid duty free lunch referenced at Article IX, Section B, and at the elementary and middle schools will include 15 minutes before the start of the student day and 15 minutes after.***

Notwithstanding, the general work year for Paraprofessionals and Tutors shall be 182 days. Of the 182 day work year, ~~181~~ ***180*** days shall be with students, and one (1) day shall be for Professional Development, ***and one (1) day shall be for what is referred to as “Convocation Day”, being the day before the start of the student school year.*** Of the ~~181~~ ***180*** student days, five (5) shall be early release, or half, days for ~~employees~~ ***students.*** ***Employees will work their regular day on such PRT days and will attend the scheduled professional development activities. The Parties will cooperate with the development of relevant professional development for these PRT days.***

Effective at the start of the 2025-2026 school year, the work year will increase to 185 days and mirror the teacher work year, with non-school days serving as mandatory professional development days for members of the Paraprofessionals and Tutors unit. The Parties will cooperate with the development of relevant professional development for these days.

~~The Committee reserves the right to determine on a yearly basis whether to decrease the student year to 180 days. In such event, the Committee shall designate how and when the 181st day shall be used, i.e. professional development or other training, meeting time, assessment review, or to provide educational services to students.~~

Article VI, Section G – In-Service Workshops

1. Employees will be required to participate in one (1) professional development day, with pay, ~~during the course of~~ ***which will be scheduled prior to the start of the student*** school year. ~~This day will be identified prior to the start of the school year.~~ ***In addition, Employees will not be required to attend professional development activities scheduled during the five (5) PRT (Professional Release Time) workshops days (see Article IX, Section C).***
2. ***In the event an employee is required by the Superintendent or their designee to attend*** Employees shall be compensated at their hourly rate for attending in-service

EXHIBIT B

or other workshops in addition to the *one (1)* professional development activities *day and the five (5) PRT workshops* set forth at section 1, above, *and such additional in-service or workshops occur outside the regular workday, they shall be compensated at their hourly rate.*

Article VII, Section E.1 – Personal Leave

~~Two (2)~~ **Three (3)** days per year of Personal Leave will be granted annually to members who work twenty (20) or more hours per week for personal affairs that cannot be conducted during non-school hours. Members who work less than twenty (20) hours per week will receive the same number of days of Personal Leave as members who work twenty (20) or more hours per week, however pay for such days shall be pro-rated based on the regularly scheduled number of hours normally worked on the day of absence. Personal Leave may not be accumulated.

Article VI, Section A – Sick Leave

1. Members who work twenty (20) or more hours per week shall earn ~~twelve (12)~~ **fifteen (15)** sick days per year and may accumulate up to ninety-five (95) days. ***Effective September 1, 2026, members who work twenty (20) or more hours per week shall earn sixteen (16) sick days per year.*** Members who work less than twenty (20) hours per week will earn the same number of days of sick leave as members who work twenty (20) or more hours per week. Sick leave pay for members who work less than twenty (20) hours per week shall be pro-rated based on the regularly scheduled number of hours normally worked on the day of absence.

Article VI, Section I – Service Credits

1. Service credits shall be paid as follows to ~~those members hired on or before July 1, 2010:~~

	<i>September 1, 2023</i>	<i>September 1, 2024</i>	<i>September 1, 2025</i>
After 10 Years of Service	\$600	<i>\$850</i>	<i>\$1100</i>
After 15 Years of Service	\$1200	<i>\$1450</i>	<i>\$1700</i>
After 20 Years of Service	\$1700	<i>\$1950</i>	<i>\$2200</i>
After 25 Years of Service	\$2200	<i>\$2450</i>	<i>\$2700</i>

2. Length of service is defined as full years of service in the Amesbury Public Schools, though the years need not be consecutive. The employee’s step on the salary scale has no bearing on this section.

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3. By way of clarification, *using the year commencing September 1, 2023 by way of example*, the \$600 stipend will be paid beginning in the 11th year of full service and will continue through the 15th year and so on.
4. Annual service credit payments shall be made in two equal installments, the first being the payroll prior to Christmas vacation and the second being the payroll prior to April vacation.