

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**NEWBURYPORT SCHOOL COMMITTEE**  
**AND THE NEWBURYPORT INSTRUCTIONAL ASSISTANTS**

**SEPTEMBER 1, 2022 - AUGUST 31, 2025**

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## PREAMBLE

Recognizing that our primary purpose is to provide education of the highest possible quality for the children of Newburyport, and that good morale within the Instructional Assistant staff of Newburyport is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- A. under the laws of Massachusetts, the Committee, elected by citizens of Newburyport, has the responsibility for establishing the education policies of the public schools of Newburyport;
- B. the Superintendent of Schools of Newburyport (hereinafter referred to as "the Superintendent") has responsibility for carrying out the policies so established;
- C. the Instructional Assistant staff of the public schools of Newburyport has the responsibility for providing education assistance of the highest possible quality in the schools;
- D. fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the Instructional Assistant staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the Instructional Assistant staff; and so, to give effect to these declarations, the following principles and procedures are hereby adopted.

## ARTICLE I RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all full-time and regular part-time Instructional Assistants and excluding all substitute, confidential, supervisory and managerial employees of the Newburyport Public Schools.
- 1.2 Employees hired after the start of the school year and who work thirty (30) or more days are considered members of the bargaining unit.

## ARTICLE II MANAGEMENT RIGHTS

- 2.1 The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Newburyport is charged with the responsibility for the quality of education of the Newburyport Public School system. It is acknowledged that the Committee has final responsibility for establishing the educational policies of the public schools of Newburyport, for the management of said schools and for directing their operation — a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Newburyport. It is further acknowledged that the Superintendent

of Schools of Newburyport has the responsibility for carrying out the policies so established.

- 2.2 Except as otherwise provided in this Agreement, all rights of the Committee formerly exercised and exercisable by the Committee remain vested in the Committee. The Committee reserves and retains the sole and exclusive right to manage, operate and conduct all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management.
- 2.3 The Committee, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, evaluate and determine placement of unit members in and within levels; to assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish, create, revise and implement the curriculum and reasonable work rules; to make changes in assigned duties and responsibilities and schedule and assign work as required; to study and use, introduce, install new or improved systems, facilities and/or equipment; to determine methods, processes, and procedures by which work is performed; to determine its educational mission, academic policies, and activities; to determine days and hours of operation; and in all respects to manage the School District in order to attain its goal of excellence in teaching and scholarship.

### **ARTICLE III** **DEDUCTIONS**

- 3.1 The Committee agrees to deduct from the salaries of its employees dues for the Newburyport Instructional Assistants Association, the Massachusetts Teachers Association and the National Education Association. Instructional Assistant authorizations will be in writing. Any deductions authorized by an Instructional Assistant will be deducted in equal installments during the year.
- 3.2 The Committee agrees to forward to the Association the names and position of any new employee or any changes in personnel by September 15 of the school year. The Committee agrees to notify the Association of the names of any new employee, any new position, or any change in personnel status on a monthly basis. In addition, the Committee agrees to provide the following information for every bargaining unit member: school and personal email (if available) school and personal phone numbers, home address and work locations.

### **ARTICLE IV** **GRIEVANCE AND ARBITRATION PROCEDURE**

4.1 **Definition:**

For the purpose of this agreement, a grievance will be defined as a dispute between a member of the Bargaining Unit covered by this Agreement or the Union and the Committee over the interpretation or application of an expressed written provision of this Agreement or an amendment or supplement thereto.

#### 4.2 Time Limits:

Failure at any step of this procedure to appeal the grievance to the next step within the prescribed time limits from the date of written response shall be deemed to be termination of the grievance. Time limits, however, may be extended by mutual written agreement.

#### 4.3 Formal Proceedings:

All proceedings will begin at Step 1 unless otherwise noted. Grievances involving disciplinary action shall be processed beginning at Step 2.

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance in writing with the Building Principal within thirty (30) school days of the date the aggrieved party knew or reasonably should have known of the event or condition on which it is based. The Building Principal shall meet with the Grievant and his/her representative in regard to the grievance and shall respond in writing to the Union Steward within fifteen (15) calendar days of the Step 1 meeting. The written grievance shall indicate the provision of the Agreement involved in the grievance, a general statement of the grievance, and the redress sought.

Step 2: If the grievance has not been settled at Step 1, it shall be presented in writing to the Superintendent of Schools within ten (10) calendar days after the Building Principal's response is due. The Superintendent of Schools or his/her designee shall meet within ten (10) calendar days with the Grievant and/or Union representative and hear the grievance. The Superintendent or his/her designee shall respond in writing to the grievance within ten (10) calendar days after such meeting.

Step 3: If the grievance still remains unresolved, it shall be presented to the School Committee in writing at its next regularly scheduled meeting. The School Committee shall meet with the Grievant and/or Union representative and shall respond in writing within fifteen (15) calendar days after the following regular School Committee meeting.

Step 4: If the grievance still remains unresolved, the Union may, within twenty (20) calendar days after the reply of the School Committee is due, submit the grievance to the Department of Labor Relations ("DLR") for disposition in accordance with the applicable rules of the Department, unless the Parties have mutually agreed to process the grievance through the American Arbitration Association ("AAA").

#### 4.4 Arbitration

4.4.1 The Arbitration proceedings shall be conducted by either the DLR or AAA, as determined in accordance with Step 4 above, pursuant to the appropriate agency's rules and regulations. The decision of the Arbitrator will be final and binding on the parties.

4.4.2 The Arbitrator shall render a decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

4.4.3 Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in this Article under Definitions, Section 3.1, of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

4.4.5 The cost for the services of the Arbitrator shall be borne equally by the Committee and the Union.

#### 4.5 Records

While both parties may maintain files of grievances and the dispositions thereof, the Committee shall not make any entry or file any paper in the personnel file of any employee involved in a grievance except as may be required to implement the disposition thereof.

### ARTICLE V NO STRIKE CLAUSE

5.1 The Union agrees that it will not cause, condone, sanction or take part in any strike, slowdown or work stoppage.

5.2 The Union and its members, individually and collectively, agree that if there is a violation of this clause, any or all members violating this clause will, at the discretion of the Superintendent, be subject to discharge, suspension or complete loss of seniority.

### ARTICLE VI EVALUATION, DISCIPLINE, RESIGNATION

6.1 The work performance of each Instructional Assistant will be evaluated annually using the evaluation instrument attached hereto as Appendix B. Employees will be advised annually of the identity of their evaluator by the second (2<sup>nd</sup>) Friday in October.

6.2 Instructional Assistants will be considered probationary employees for their first ninety (90) school days of employment. After completion of the probationary period, Instructional Assistants will not be reprimanded, disciplined, suspended or discharged without just cause.

6.3 Employees may request, with 48 hours written notice, to review their personnel file, or any portion thereof.

6.4 An Instructional Assistant who intends to resign his/her position shall give notice to the Superintendent through his/her Principal no less than two (2) calendar weeks in advance of

the proposed final day of work. The Superintendent may, with or without the agreement of the Instructional Assistant, release the Instructional Assistant sooner. Exceptions to the notice requirements of this provision may be approved by the Superintendent in his/her discretion, the exercise of which shall not be subject to the grievance and arbitration provisions of this Agreement. Unless so approved by the Superintendent, violation of this provision will be treated as a breach of contract and will be so noted in the Instructional Assistant's personnel file and will be included in any future reference requests.

- 6.5 Evaluators will provide Instructional Assistants with a copy of their completed annual evaluation via hard copy or email.
- 6.6 Within one week after providing the annual evaluation to the IA, Instructional Assistants will be given the opportunity to schedule a meeting with their evaluator.

**ARTICLE VII**  
**SENIORITY**

- 7.1 The length of continuous service of the employee in an Instructional Assistant position in the District shall determine the seniority of the employee.

**ARTICLE VIII**  
**ASSIGNMENTS/TRANSFERS**

- 8.1 The Superintendent or his/her designee reserves the right to assign Instructional Assistants based upon the needs of the District and its students. An Instructional Assistant's assignment, including hours of work, building, classroom, specific students or duties, may be changed at any time.
- 8.2 Reassignments: Instructional Assistants moved from grade to grade or program to program within their assigned school will be considered a reassignment. The Principal or Director of Student Services will seek volunteers and ask Instructional Assistants for their interest prior to reassigning Instructional Assistants. Nothing contained herein will limit the District's right to assign Instructional Assistants under Article 8.1.
- 8.3 Off-Duty Assignments: Instructional Assistants are eligible to apply for the off- duty assignments listed below. Appointment decisions will be made at the discretion of the Superintendent or his/her designee. The Parties specifically agree that the work involved in these assignments shall not be considered bargaining unit work. Rates of pay and hours of work to be determined by the Committee or its designee. The Committee retains the right to include other off-duty assignments, as needed.

- Bus monitor
- Support for students in afterschool programs
- Home services
- After school tutoring
- Summer School
- Crossing Guard

- 8.4 Generalist Instructional Assistants assigned to a Specialist Instructional Assistant position will be compensated at the Specialist rate of pay, (at the same step as their current Generalist rate of pay) set forth at Appendix A. Generalist Instructional Assistants who are reassigned to a Specialist Instructional Assistant assignment after the start of the school year will be paid at the Specialist rate commencing on the fifth consecutive day of the assignment, retroactive to the first day, and thereafter for the duration of the assignment. The payment of the Specialist Instructional Assistant rate will be discontinued in the event the Instructional Assistant is reassigned to a Generalist assignment.
- 8.5 Instructional Assistants required by the building administrator or designee to provide substitute coverage for a Teacher for more than two (2) hours in a single school day will be compensated an additional \$45.00 for the day. Substitute coverage under this section shall mean that the Instructional Assistant is implementing lessons in the same manner as a substitute teacher. Coverage will be recorded on an agreed upon payroll form signed by the Principal and the IA. Payment will be included within two payroll periods of the coverage date.
- 8.6 Employees who are reappointed for the following school year will be provided with written assurance of reemployment no later than June 15th.

**ARTICLE IX**  
**JOB POSTING/BIDDING**

- 9.1 When a position covered by this Agreement becomes vacant and the Superintendent and/or Committee decides to fill said position, or any new position covered by this Agreement is created, such vacancy shall be posted to Schoolspring or a similar web-based program listing the duties and qualifications. Notice of the posting will be shared electronically with staff covered by the terms of this Agreement, using District email addresses. This notice of vacancy shall remain posted for ten (10) calendar days. Employees who believe themselves qualified by reason of experience, training, courses taken, certificates held, and general ability shall apply in writing within the ten (10) calendar day period. A copy of the posting will also be sent to the Union President.
- 9.2 For vacancies or new positions occurring during the summer vacation period, notice will be sent by email to those employees who have left a request for such and an email address on file in the Office of the Human Resources Director for the Newburyport Public Schools.
- 9.3 The Superintendent or his/her designee will award the position to the applicant the Superintendent or his/her designee deems to be most qualified, based upon the needs of the District and its students. Where all else is substantially equal, seniority will be considered. The Superintendent shall, where appropriate, obtain the recommendation of a school principal or the Director of Student Services prior to making the appointment.
- 9.4 It is mutually agreed between the parties that if no applicant is deemed qualified by the Superintendent or his/her designee, the Superintendent or his/her designee may fill the



position from outside the bargaining unit. However, internal candidates from the bargaining unit will be considered and interviewed prior to any candidate from outside the unit being hired.

**ARTICLE X**  
**REDUCTION IN FORCE**

- 10.1 The Committee retains the right to determine the number of Instructional Assistant positions which are needed. In the event that the Committee should decide to reduce the number of positions in any of the job classifications covered by this Agreement, the following procedures will be followed. These procedures apply only to those individuals who have satisfied their probationary period.
- 10.2 In the event the Superintendent determines to reduce the number of Instructional Assistants by layoff, the Superintendent shall first seek volunteers. Members of the bargaining unit will be provided with two (2) weeks to consider a layoff and to advise the Superintendent of their interest.
- 10.3 For purposes of this Agreement, seniority shall be defined as an Instructional Assistant's continuous length of service as an Instructional Assistant in the Newburyport Public Schools.
- 10.4 In the event of layoff or reduction in force, the Superintendent will release members of this unit within their job classification according to their qualifications as defined and described within their job descriptions and their ability to perform the duties and skills in his/her classification. When the foregoing are substantially equal, the Superintendent shall apply the principle of seniority with the least senior Instructional Assistant in a job classification being the first to be laid off. It is the intent of both parties of this Agreement that academic degrees are not to be considered in determining a person's qualifications.
- 10.5 For the purpose of this Article, the following job classifications will be established:
  - (a.) Generalists: Special Education/Classroom/Library
  - (b.) Specialists: 1:1/Intensive Medical/Specialized Program.
- 10.6 When a member of the unit has been employed by the Newburyport Public Schools for twelve (12) months, he/she shall have recall rights to that position or a similar position, for a period not to exceed twelve (12) months. Members of the unit shall be recalled in reverse order of layoff.

**ARTICLE XI**  
**WORK YEAR AND HOURS**

- 11.1 Work Year: The work year for Instructional Assistants shall be 181.5 days, with the exact calendar determined at the discretion of the Superintendent or his/her designee, which includes the professional development time outlined at Article 11.4.

- 11.2 Work Hours: The Instructional Assistant's typical work day is 6.5 hours, with an additional 30 minute unpaid lunch. The exact start and end times of the work day shall be determined at the discretion of the Superintendent or his/her designee, but will start no earlier than 30 minutes before the start of the school day and end no later than 30 minutes after the end of the school day.
- 11.3 Overtime: Instructional Assistants assigned by their Building Principal or the Student Services Director to work hours in excess of their regularly scheduled work day or week shall be paid at straight time for all hours worked up to 40 in a given week. Authorized work in excess of 40 hours in a given week shall be paid at time and one-half the Instructional Assistant's regular rate of pay. Unauthorized overtime work is prohibited.
- 11.4 Professional Development: Instructional Assistants will participate in and be compensated at their regular rate of pay for the three (3) full day Professional Development days scheduled for the opening of the school year and during the school year (typically in November and March). Instructional Assistants are required to attend the full Professional Development day as scheduled by the Administration. Instructional Assistants are required to attend Professional Development on the four early release days, to be phased in as follows: for the 2022-2023 school year – two (2) half days; for the 2023-2024 school year – four (4) half days. Instructional Assistants will be surveyed on an annual basis as to professional development interests, commencing in the Fall of 2022 and thereafter in the Spring.
- 11.5 New employees (hired for the beginning of the school year) will be required to attend a paid, half day orientation session. The assigned bargaining unit facilitator will also be paid.
- 11.6 If an Instructional Assistant is requested by their building principal or their designee to work during their thirty (30) minute lunch period and agrees, the Instructional Assistant will be paid a pro-rata share of their hourly rate (i.e 30 minutes).

**ARTICLE XII**  
**PAID LEAVES OF ABSENCE**

- 12.1 Sick Leave:
- 12.1.1 Each full-time employee shall earn 1.5 sick days per month for each month worked during the academic year (September — June). Employees are entitled to use their accumulated sick days for themselves and up to 15 sick days (from their accumulated sick days) to care for members of their immediate family (spouse, children, parents, siblings, mother-in-law, father-in-law, and a member of their immediate household. Sick days may accumulate from year to year up to a total accumulation of 100 days.
- 12.1.2 Part-time employees who regularly work 20 or more hours per week will receive a pro-rated benefit. Part-time employees who regularly work less than 20 hours per week shall not earn sick time under the provisions of this Article.

- 12.1.3 No payments will be made for unused sick days at the end of any fiscal year or in the event of termination.
- 12.1.4 Except as specifically set forth in this Agreement, accrued sick time only may be used for an employee's personal illness or injury.
- 12.1.5 Pay for sick leave will be made for actual time lost from work, at the employee's regular rate of pay. If the illness occurs at a time when work is not scheduled, payment will not be made.
- 12.1.6 Requests for sick time shall be made pursuant to Newburyport Public Schools policy.
- 12.1.7 An employee may be asked to provide medical documentation for any absence due to illness or injury. For absences in excess of three (3) consecutive work days, an employee will be required to provide documentation from his/her health care provider. The District reserves the right to require independent medical verification of an employee's inability to work, based on a medical exam by a physician chosen by and paid for by District. Before returning to work, an employee may be required to provide a fitness-for-duty certification from his/her physician, stating that he/she is medically fit to return to work. The District reserves its right, exercisable in its sole discretion, to require an employee to submit to a fitness for duty exam by a physician or health care provider of its choosing.
- 12.1.8 Employees who are hired for positions in the teacher bargaining unit will be able to transfer their accumulated sick leave to their new position.

## 12.2 Sick Leave Bank

- 12.2.1 Effective September 1, 2016, a sick leave bank shall be established for use by eligible members of the Paraprofessional staff covered by this Agreement who have serious illness or accident which results in the exhaustion of an individual's accumulated sick leave.
- 12.2.2 On September 1, 2016, members of the Paraprofessional staff covered by this Agreement shall each contribute two (2) days of their annual fifteen (15) days of sick leave in order to fund the bank.
- 12.2.3 The initial grant of sick leave by the bank committee to an eligible employee shall not exceed thirty (30) days.
- 12.2.4 Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant. The maximum days granted an individual will not exceed one hundred fifty (150) days.
- 12.2.5 Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.

12.2.6 The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Association. The sick leave bank committee 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 in determining eligibility and amount of leave.

- i. Adequate medical evidence of serious illness.
- ii. Prior utilization of all eligible sick leave.

12.2.7 When the unused sick leave bank days reach fifty (50) days, it shall be increased by the contribution (assessment) of one (1) additional day of sick leave by each member of the Paraprofessional staff covered by this Agreement. Additional contributions (assessments) will be deducted from the Paraprofessional's annual sick leave.

12.2.8 The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

### 12.3 Family Illness Leave

12.3.1 Employees who are eligible for sick leave will be permitted to use up to five (5) paid sick days per fiscal year in the event of the serious illness of a relative (parent, sibling, spouse, child, grandparent, grandchild, near relative residing in the employee's household, or immediate in-law) who requires his/her care. Such time will be charged against the employee's earned sick time.

12.3.2 Requests for Family Illness leave shall be made pursuant to Newburyport Public Schools policy.

### 12.4 Personal Leave

12.4.1 Employees may use up to four (4) paid days per year for religious, personal legal, business, household or family matters which require absence during school hours.

12.4.2 Part-time employees who regularly work 20 or more hours per week shall receive a prorated benefit. Part-time employees who regularly work less than 20 hours per week are not entitled to personal leave pay, but may be granted unpaid personal leave at the sole discretion of the Building Principal or Director of Student Services.

12.4.3 Requests for personal time shall be made pursuant to Newburyport Public Schools policy.

## 12.5 Bereavement/Funeral Leave

12.5.1 Full-time employees shall be granted up to five (5) days off from work, with pay, immediately following the death of an employee's spouse/partner, parent, child, grandchild, or relative living in the household. Three (3) days of leave will be granted in the case of death of the employee's grandparent or sibling. In-laws or step-relatives will be included in the appropriate tier. One (1) day of funeral leave, with pay, will be granted to attend the funeral of a friend or distant relative.

12.5.2 Part-time employees who regularly work 20 or more hours per week will receive a pro-rated benefit. Part-time employees who regularly work less than 20 hours per week will receive one (1) day off from work with pay immediately following the death of a member of the employee's immediate family (as defined at Section 12.5.1 above), and may be granted additional unpaid bereavement leave at the sole discretion of the Building Principal or Student Services Director.

12.5.2 Requests for bereavement leave shall be made pursuant to Newburyport Public Schools policy.

## 12.6 Jury/Witness Duty

12.6.1 In Massachusetts, an employee who is summoned to jury duty or to appear in court as a witness shall receive their full daily rate of pay for the first three (3) days of juror or witness service. If required to serve beyond three (3) days, the employee will be paid the difference between their daily rate of pay and the daily jury/witness stipend provided by the Commonwealth of Massachusetts. If serving in another state, the state law concerning jury/witness duty will guide the rate of pay requirements for that employee's jury/witness duty. In no event will an employee suffer a loss of compensation while serving jury/witness duty.

12.6.2 Employees shall be required to submit evident of jury/witness duty service pursuant to Newburyport Public Schools policy.

12.6.3 On any day or half-day that an employee is not required to serve, he/she will be expected to report to work.

## 12.7 Military Leave

Employees called upon to serve, or who volunteer for service in the Armed Forces and who serve continuously for six (6) months or longer shall be granted a leave of absence for their term of duty and shall be reinstated on the salary schedule one (1) step above that at which they left.

## 12.8 Religious Leave

An employee whose religious faith requires in the usual observance of religious holidays of that faith that they be absent from work shall have leave when such days of observance fall within the school year.

12.9 Quarantine

When the Board of Health places an employee under quarantine for a period of a five or more work days there shall be no loss of salary.

12.10 Personal Injury

Instructional Assistants shall be paid during an extended absence as a result of a personal injury suffered in the course of employment. The pay shall be the IA's normal salary less the amount of Workmen's Compensation, sick time will be used for this difference.

**ARTICLE XIII**  
**UNPAID LEAVES OF ABSENCE**

13.1 Family Medical Leave

13.1.1 All eligible members of the bargaining unit shall be eligible for unpaid leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves for:

- The birth of a child and in order to care for the newborn;
- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position;
- Any qualifying exigency, as defined in P.L. 110-181, Section 585(a), arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

Additionally, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member, as defined in P.L. 110-181, Section 585(a), who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

13.1.2 FMLA utilization shall be governed by the Newburyport School Committee Policy on Family and Medical Leave. Said policy shall be available on the District web site or may be requested from the Superintendent's Office.

13.1.3 For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before his/her anticipated date of departure and include an intended date of return.

13.1.4 Employees on an approved FMLA due to their own personal health condition may utilize available accrued paid sick time. Otherwise said leave will be unpaid.

### 13.2 PMLA Leave

13.2.1 Upon completion of three months of full time service or the equivalent to a maximum of six months, employees shall be entitled to eight weeks of unpaid parental leave for birth, adoption or court ordered placement of a child pursuant to the Massachusetts Parental Leave Act (M.G.L. Ch. 149, Section 105D, also referred herein as "MPLA").

13.2.2 Paid sick leave earned under this Agreement may be used for the period of the employee's actual disability. The employee may be required to submit a doctor's note certifying the period of disability. MPLA leave will be considered to also qualify as FMLA leave, and will run concurrently.

13.2.3 Requests for MPLA leave shall be made pursuant to Newburyport Public Schools policy.

### 13.3 Return from Leave

13.3.1 All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return. Time taken as a leave of absence, except for those leaves that are designated as qualifying leave under the Family Medical Leave Act ("FMLA") or the Uniform Services Employment and Reemployment Rights Act ("USERRA"), will not count as time worked for the purpose of determining seniority.

## ARTICLE XIV CORI AND FINGERPRINT CHECKS

14.1 Instructional Assistants shall be subject to CORI checks and a state and national fingerprint-based criminal background check (hereinafter collectively referred to as CORI information) consistent with the Newburyport Public Schools CORI Policy and applicable state law, including but not limited to M.G.L. c. 71, s. 38.

14.2 In implementing its CORI Policy, the Committee agrees that the Superintendent, the Executive Assistant to the Superintendent for Human Resources & Finance, the Payroll Coordinator and/or the Superintendent's confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Superintendent may allow building principals to review such CORI information in the Superintendent's office, where the Superintendent determines that the principal's review of such information is appropriate.

14.3 All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth above.

- 14.4 Members shall be required to complete a CORI Request Form and any other required authorizations prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a member's written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.
- 14.5 Any discipline action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

#### **ARTICLE XV** **COMPENSATION**

- 15.1 The salaries of each Instructional Assistant shall be determined pursuant to the salary schedule attached hereto at Appendix A.
- 15.2 Longevity: Members who have completed ten (10) years of service as an Instructional Assistant in the Newburyport Public Schools shall receive an annual longevity payment of \$850.00.
- 15.3 Members who have completed fifteen (15) years of service as an Instructional Assistant in the Newburyport Public Schools shall receive an annual longevity payment of \$1,350.00.
- 15.4 Members who have completed twenty (20) years of service as an Instructional Assistant in the Newburyport Public Schools shall receive an annual longevity payment of \$1,650.00.
- 15.5 Members who have completed twenty-five (25) years of service as an Instructional Assistant in the Newburyport Public Schools shall receive an annual longevity payment of \$2,250.00
- 15.6 The Committee reserves the right to implement a direct deposit payroll system at such time as it determines, provided two (2) calendar weeks' notice is provided to the Association.
- 15.7 By September 30, members will be provided with a notice delineating their current step and salary, longevity amount and their sick leave accumulation.

#### **ARTICLE XVI** **SAVINGS CLAUSE**

- 16.1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.



- 16.2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XVII**  
**EFFECT OF AGREEMENT**

- 17.1 This Agreement shall not be supplemented, added to, subtracted from, altered, amended or modified in any respect except by a document in writing signed by the authorized representatives of the parties hereto.
- 17.2 No provision of this Agreement shall be applied retroactively to any period of time prior to the effective date of this Agreement unless specifically stated herein.

**ARTICLE XVIII**  
**ASSOCIATION BUSINESS**

- 18.1 Representatives of the NIAA and the MTA/NEA shall be permitted to meet with bargaining unit members on school property during non-school-time.
- 18.2 The Association president or designee shall be allowed access to any orientation sessions for new bargaining unit members and up to thirty (30) minutes to meet with the new members.
- 18.3 The Association president or designee shall be afforded the opportunity to address the body during opening day ceremonies.

**ARTICLE XIX**  
**WORKING ENVIRONMENT**

- 19.1 The Committee and the Association recognize employees' right to a safe working environment, including the right to be free from threats of violence. Both management and employees are responsible for providing a safe learning environment for all students and staff. Working environment concerns should be brought immediately to the attention of the building principal.
- 19.2 The District will reimburse employees for the uninsured replacement costs for eyeglasses, hearing aids, or wearable medical alert identification directly damaged by a student. The employee will notify their building principal of the claimed damage within 24 hours and complete any required forms. Upon request, uninsured replacement costs for other durable medical devices directly damaged by a student may be reimbursed at the discretion of the Superintendent, utilizing the procedures set forth above.

**ARTICLE XX**  
**DURATION**

- 19.1 This Agreement shall be in force from September 1, 2022 through August 31, 2025. Either party may initiate negotiations for a successor agreement to become effective on or after September 1, 2025 by providing written notice to the other party on or after

November 1, 2024. All terms and conditions of this Agreement shall continue in full force and effect until a successor Agreement is signed.

This Agreement is signed in duplicate this 1st day of September 2022.

**NEWBURYPORT SCHOOL COMMITTEE**

**NEWBURYPORT INSTRUCTIONAL ASSISTANTS**



Mayor Sean Reardon, Chair



Stephanie Karahalis, President

**APPENDIX A  
INSTRUCTIONAL ASSISTANT SALARY SCALE**

<b>SEPTEMBER 1, 2022</b>					
		<b>Specialist 1:1/Intensive Medical ABA/IDC/PG</b>		<b>Generalist Special Education IA's Classroom/Library</b>	
	<b>Placed In Step</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>
<b>Step 1 (0-1 years)</b>	First year	23,253	19.71	20,253	17.17
<b>Step 2 (2-3 years)</b>	After completion of 1 year	25,905	21.96	22,905	19.41
<b>Step 3 (4-5 years)</b>	After completion of 3 years	28,576	24.22	25,576	21.68
<b>Step 4 (6-7 years)</b>	After completion of 5 years	31,246	26.49	28,246	23.94
<b>Step 5 (8-9 years)</b>	After completion of 7 years	33,899	28.73	30,899	26.19
<b>Step 6 (10 + years)</b>	After completion of 9 years	35,316	29.94	32,316	27.39
<p>Per Diem or hourly rates are calculated as follows:</p> <p style="padding-left: 40px;">Daily rate = 1/181.5 of annual salary or stipend</p> <p style="padding-left: 40px;">Hourly rate= daily rate/6.5 hours</p> <p>The Superintendent reserves the right to determine step placement for new hires, not to exceed Step 4. Consideration will be given to prior employment experience based upon years of service in a public school or a private special education school as an education support professional.</p>					

**SEPTEMBER 1, 2023  
(3% Increase)**

		<b>Specialist 1:1/Intensive Medical ABA/IDC/PG</b>		<b>Generalist Special Education IA's Classroom/Library</b>	
		<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>
<b>Step 1 (0-1 years)</b>	First year	23,950	20.30	20,860	17.68
<b>Step 2 (2-3 years)</b>	After completion of 1 year	26,682	22.62	23,592	20.00
<b>Step 3 (4-5 years)</b>	After completion of 3 years	29,433	24.95	26,343	22.33
<b>Step 4 (6-7 years)</b>	After completion of 5 years	32,184	27.28	29,094	24.66
<b>Step 5 (8-9 years)</b>	After completion of 7 years	34,916	29.60	31,826	26.98
<b>Step 6 (10 + years)</b>	After completion of 9 years	36,376	30.83	33,286	28.21

Per Diem or hourly rates are calculated as follows:

Daily rate = 1/181.5 of annual salary or stipend

Hourly rate= daily rate/6.5 hours

The Superintendent reserves the right to determine step placement for new hires, not to exceed Step 4. Consideration will be given to prior employment experience based upon years of service in a public school or a private special education school as an education support professional.

**SEPTEMBER 1, 2024  
(3% Increase)**

		<b>Specialist 1:1/Intensive Medical ABA/IDC/PG</b>		<b>Generalist Special Education IA's Classroom/Library</b>	
		<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>
<b>Step 1 (0-1 years)</b>	First year	24,669	20.91	21,486	18.21
<b>Step 2 (2-3 years)</b>	After completion of 1 year	27,482	23.30	24,300	20.60
<b>Step 3 (4-5 years)</b>	After completion of 3 years	30,316	25.70	27,133	23.00
<b>Step 4 (6-7 years)</b>	After completion of 5 years	33,149	28.10	29,967	25.40
<b>Step 5 (8-9 years)</b>	After completion of 7 years	35,963	30.48	32,780	27.79
<b>Step 6 (10 + years)</b>	After completion of 9 years	37,467	31.76	34,284	29.06

Per Diem or hourly rates are calculated as follows:

Daily rate = 1/181.5 of annual salary or stipend

Hourly rate= daily rate/6.5 hours

The Superintendent reserves the right to determine step placement for new hires, not to exceed Step 4. Consideration will be given to prior employment experience based upon years of service in a public school or a private special education school as an education support professional.

**APPENDIX B**

**NEWBURYPORT PUBLIC SCHOOLS**  
*Student Services*

**Instructional Assistant Evaluation Form**

**Instructional Assistant's Name:**  
**School Assignment:**  
**School Year:**

**Instructions for Evaluating Instructional Assistants**

This form is intended to record the evaluator's assessment of the above-named individual's job performance as an Instructional Assistant during the school year shown. The purpose of the evaluation is to recognize the individual's effective or outstanding performance and to improve less than satisfactory performance.

This form is to be completed and signed by the evaluator and provided to the Instructional Assistant no later than May 24, 2022 . The Instructional Assistant will have the opportunity to meet with his or her evaluator if requested.

Please check the box that best reflects your judgment of the Instructional Assistant's job performance throughout the school year in that area.

**Performance Indicators**

**1. Job Performance, Organization & Planning**

<b>Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Displays initiative				
Displays flexibility				
Takes direction well				
Is punctual and regular in attendance				
Utilizes work time efficiently				

## 2. Interpersonal Relations & Communication with Adults

<b>Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Maintains a good working relationship with all staff members				
Reflects a friendly and positive attitude towards parents				
Communicates effectively with peers and supervisors				

## 3. Interpersonal Relations & Communication with Students

<b>Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
Establishes good rapport with students				
Treats all students fairly and respectfully				
Carries out instructions related to methods or techniques to be used with students				
Manages student behavior effectively				
Promotes student safety				
Demonstrates an understanding of student differences				
Exhibits patience and appropriate expectations with students				

4. Ethical & Professional Practice

Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Works towards improvement of skills and knowledge				
Works to create a positive, collaborative school culture				
Supports the district's mission and Clipper values				
Respects confidentiality of student/classroom/personnel/parent information				

**Evaluator Comments:**

*Areas for commendation:*

*Areas for improvement:*

**Instructional Assistant Comments:**

\_\_\_\_\_  
**Evaluator Signature:**

**DATE:**

\_\_\_\_\_  
**Instructional Assistant Signature:**

**DATE:**