

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**NEWBURYPORT SCHOOL COMMITTEE**  
**AND THE**  
**NEWBURYPORT INSTRUCTIONAL ASSISTANTS ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Newburyport School Committee (hereinafter referred to as "the Committee") and the Newburyport Instructional Assistants Association (hereinafter referred to as "the Association").

WHEREAS, the Committee and the Association entered into a collective bargaining agreement for the period September 1, 2016 through and including August 31, 2019; and

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

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed that the following additions and modifications shall be incorporated into and made a part of the Collective Bargaining Agreement which expires on August 31, 2019. All proposals presented by the parties not specifically addressed herein, have been withdrawn by the parties;

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

**1. Prior Agreement**

The Collective Bargaining Agreement in effect for the period September 1, 2016 through and including August 31, 2019, shall be in full force and effect for the period of September 1, 2019 through and including August 31, 2022, except as modified by this MEMORANDUM OF UNDERSTANDING.

**2. Article III, Deductions and Agency Fee, page 2, Re-name Article III to "Deductions" and Add a new Section 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.

3. Article IV, Grievance and Arbitration Section 3, Formal Proceedings, Step 1, page 3, *Increase* 'fifteen (15) school days' to "thirty (30) school days."
4. Article VI, Evaluation, Discipline, Resignation, Section 1, page 5, *Attach* the negotiated instrument as an addendum to the contract and *Update* the evaluation process to include the following:
  - Evaluators will provide Instructional Assistants with a copy of their completed annual evaluation via hard copy or email.
  - 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.
5. Article VIII Assignments/Transfers, *Add* a new Section 4, page 6:

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) on the fifth consecutive day of the assignment and thereafter for the duration of the assignment.

6. Article VIII Assignments/Transfers, *Add* a new Section 5, page 6:

Instructional Assistants required to cover for a Teacher for more than three (3) hours will be compensated \$45.00. 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.

7. Article XI Work Year and Hours, Section 4 Professional Development, page 8, *Modify* as follows:

Professional Development: Instructional Assistants will participate in and be compensated at their regular rate of pay for ~~four (4) early release days in addition to 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 days as scheduled by the Administration. ~~The selection of these four (4) early release days will be determined and posted on or before the start of each school year.~~ A joint committee of

Administration and Instructional Assistants will meet at least quarterly to plan professional development after conducting a survey of Instructional Assistants. (No reduction in annual pay as a result of the elimination of the requirement to attend Professional Development on the four early release days)

8. Article XI Work Year and Hours, Add a new Section 5, page 8:

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.

9. Article XII Paid Leave of Absences, Sick Leave, Section 1, page 9, Modify as follows:

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 ~~60~~ 100 days.

10. Article XII Paid Leave of Absences, Sick Leave, Add a new Section 1.8, page 9,

Employees who are hired for positions in the teacher bargaining unit will be able to transfer their accumulated sick leave to their new position.

11. Article XII Paid Leave of Absences, pages 9-12, Add the following sections:

- 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.
- 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.
- 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.
- 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.

12. Article XV, Compensation, Section 2, Longevity, page 14, Modify as follows:

- 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 \$700.00.
- 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 \$1,200.00.
- 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 \$1,500.00.

13. Article XV, Compensation, New Section 3, page 14, *Add*:

By September 30, members will be provided with a notice delineating their current step and salary, longevity amount and their sick leave accumulation.

14. Appendix A, Instructional Assistants Salary Scale, page 17, *Modify* as follows:

- Effective on the first day of the 2019-2020 school year, *increase* steps 1-5 on the Specialist and Generalist scales by \$750.00.
- Effective on the first day of the 2020-2021 school year, *increase* steps 1-5 on the Specialist and Generalist scales by 3%.
- Effective on the first day of the 2020-2021 school year, *change* the current step 5 to "7-9 years of service."
- Effective on the first day of the 2020-2021 school year, *add* a new step 6, "9+years of service" to the Specialist and Generalist salary scales at a value of \$2,250.00 more than the 2019-2020 step 5.
- Effective on first day of the 2021-2022 school year, *increase* steps 1-6 on the Specialist and Generalist scales by 3%.

15. New Article, Association Business, *Add*:

- Representatives of the NIAA and the MTA/NEA shall be permitted to meet with bargaining unit members on school property during non-school-time.
- 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.
- The Association president or designee shall be afforded the opportunity to address the body during opening day ceremonies.

**16. Article XVIII, Duration – *Modify* as follows:**

This Agreement shall be in force from September 1, ~~2016~~ 2019 through August 31, ~~2019~~ 2022. Either party may initiate negotiations for a successor agreement to become effective on or after September 1, ~~2019~~ 2022 by providing written notice to the other party on or after November 1, ~~2018~~2021. All terms and conditions of this Agreement shall continue in full force and effect until a successor Agreement is signed.

This Memorandum of Agreement is subject to the ratification of the Parties. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate on the dates set forth below.

<u>Stephanie Karahalis</u>	<u>Su T J</u>
For the Association	For the Committee
<u>8/8/19</u>	<u>8/8/19</u>
Date	Date