

**A G R E E M E N T**  
**B E T W E E N**  
**S C H O O L C O M M I T T E E O F T H E C I T Y O F N E W T O N**  
**A N D**  
**N E W T O N T E A C H E R S A S S O C I A T I O N**

**U N I T D**

**September 1, 2020 - August 31, 2023**

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## **PREAMBLE**

This Agreement is made and entered into on this 9<sup>th</sup> day of April 2020, by and between the School Committee of The City of Newton, Massachusetts (hereinafter “Committee”) and the Newton Teachers Association/Massachusetts Teachers Association, Inc./National Education Association UNIT D (hereinafter “Association”), pursuant and subject to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Newton and that good morale within the Instructional Support/Substitute Staff in the Newton Public Schools is essential to the achievement of that purpose, we the undersigned parties to this Contract, declare that:

1. Under the laws of the Commonwealth of Massachusetts, the Committee, elected by the citizens of Newton, has final responsibility for establishing the education policies of the public schools of Newton;
2. The Committee reserves as its own prerogative all the powers and duties conferred on and vested in it by current Massachusetts statutes. In the performance of its duties, the Committee shall comply with all laws that relate to the operation of the public schools;
3. The Superintendent of Schools (hereinafter “Superintendent”) has responsibility for carrying out the policies so established; and
4. Each member of the Instructional Support/Substitute Staff of the Newton Public Schools has the duty to carry out his/her responsibilities to the best of his/her ability.

## **ARTICLE 1**

### **Recognition**

**Section 1:** For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the Committee hereby recognizes Unit D of the Newton Teachers Association as the exclusive bargaining representative and agent of all regular members of the Instructional Support/Substitute Staff, but excluding other day-to-day substitute teachers and long-term substitute teachers and all other employees.

## ARTICLE 2

### Committee Rights

**Section 1:** The Newton School Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the General Laws of the Commonwealth or rules and/or regulations of the Commonwealth of Massachusetts. The Committee retains those rights, powers and duties it now has and those that may be granted or have conferred upon it by the General Laws of the Commonwealth. Except as specifically abridged or modified by a term of this Agreement, the exercise of the Committee's aforesaid rights shall be final and binding.

**Section 2:** The Association agrees that the School Committee of the City of Newton, has complete authority over the policies and administration of all school departments that it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of school operations vested by law in the Committee is in the province of the Committee.

**Section 3:** The existence of the ISS program is on a year-to-year basis. The Committee may eliminate the program at its exclusive discretion. The elimination of said program and its attendant impact may be effectuated without any obligation on the part of the School Committee to negotiate with the Association.

**Section 4:** In light of the passage of the Education Reform Act of 1993, Committee, as used herein, shall include Principals and/or the Superintendent whenever necessary to fulfill the purpose and intent of this Article.

## ARTICLE 3

### Work Year

**Section 1:** The Office of Human Resources will distribute to building principals a list of unit members who indicate in writing that they are willing to accept substitute teaching assignments at schools other than those to which they are regularly assigned.

**Section 2:** Salaried positions include a 183 day work year, including other meetings that teachers and aides are required to attend. The last student day of school prior to the summer break will be a half-day.

## **ARTICLE 4**

### **Initial Salary Placement**

**Section 1:** Initial salary placement on the salary schedule shall be at the discretion of the Committee.

## **ARTICLE 5**

### **Vacancies and Transfers**

**Section 1:** Vacancies that the Committee intends to fill will be posted in the Office of Human Resources and in each school by June 30 annually. A second notice of such vacancies will be posted in the Office of Human Resources effective September 1 annually.

**Section 2:** During the summer vacation period, unit members who leave self-addressed, stamped envelopes at the Office of Human Resources will be sent notices of all vacant positions in Units A, C and D.

**Section 3:** All assignments will be made without regard to race, creed, color, religion, nationality, sex, age, or marital status.

**Section 4:** Notices of vacancies in Unit A will be made available in the same manner of posting and under the same conditions now made to Unit A Staff.

Unit members who desire consideration for teaching positions for a succeeding school year should file a letter of interest and a current resume with the Office of Human Resources by the preceding March 15th. Such letters of interest and resumes shall be maintained in a separate file for reference to Principals engaged in the teacher selection process. Unit members nominated by Principals to a selective pool of "exceptional prospective teacher candidates" shall be referred for an interview for the succeeding school year.

**Section 5:** Any unit member who wishes to be assigned to a different school in the following school year will express such interest in writing to the Office of Human Resources no later than June 1. Consideration will be given to the wishes of the employee.

## ARTICLE 6

### Grievance and Arbitration

**Section 1:** A grievance is defined as a dispute, claim or controversy by an employee or employees concerning rates of pay, hours or working conditions, or the interpretation or application of the terms of this Agreement.

**Section 2:** The time limits contained herein will be considered maximum unless extended by mutual agreement in writing. All time limits shall be calendar days unless otherwise indicated. Calendar day time limits shall not apply during any school holiday or vacation.

**Section 3:** In the event that a grievance is filed but all the steps have not been completed by the end of the school year or if a grievance is filed after the end of the usual school year in June, such grievance shall be held in abeyance until the commencement of the school year the following September, at which time the time limitations set out herein shall continue to run.

**Section 4:** **Grievance Procedure**

**Step 1:**

Any unit member who has a grievance shall submit it to his/her immediate supervisor within twenty (20) days after the member had knowledge or reasonably should have had knowledge of the event leading to the grievance. Every effort for an informal resolution shall be made in a good faith attempt to resolve the problem.

**Step 2:**

If the grievance is not resolved to the satisfaction of the grievant within seven (7) days after the submission at Step 1, the grievant may, within fifteen (15) days present the grievance to the Director of Human Resources who shall respond to the grievance within fourteen (14) days after receipt.

**Step 3:**

Within twenty-one (21) days of the response of the Director of Human Resources, the grievance may be submitted to the School Committee. The Committee shall issue its decision in writing within twenty (20) days after the grievance is presented.

**Step 4:**

Within twenty (20) days of the Committee's decision, the Association may refer the unsettled grievance to arbitration in writing. Arbitration shall be provided by and under the auspices of the American Arbitration Association.

**Section 5:** Notwithstanding any contrary provisions, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

**Section 6:** The arbitrator will be without power or authority to alter, add to, or detract from the provisions of this Agreement.

**Section 7:** The expense for the arbitrator's services and the proceedings shall be borne equally by the Association and the Committee.

**Section 8:** The following matters shall not be subject to the arbitration provisions of this Agreement:

- A. The exclusive determination of the School Committee as to the level of services to be provided in a given school year by ISS, including any changes in the level of services at any time during the school year.
- B. The exclusive determination of the Administration/School Committee as to the form, manner and deployment of ISS in assignments based on the needs of the system.
- C. Initial and subsequent appointment conditions, assignments and transfer of ISS.

**ARTICLE 7**

**Authorized Leaves of Absence**

**Section 1: Sick Leave**

- A. Sick leave provisions allow for fifteen (15) days of paid leave annually with unlimited accumulate for five-day-a-week ISS employees.
- B. After one (1) complete year of service, Unit D members who work at least three (3) days a week will receive three (3) sick days the following school year. These days do not accrue. This will apply to Unit D members who worked during the FY15 school year.
- C. Unit D members who work at least two (2) days a week will receive two (2) sick days the following school year. These days do not accrue. This will apply to Unit D members who worked during the FY15 school year.



- D. Unit D members who work at least one (1) day a week will receive one (1) sick day the following school year. These days do not accrue. This will apply to Unit D members who worked during FY15 school year.

**Section 2:** Effective September 1, 2014, upon the retirement or death of a Five-day-a-week employee covered by this Agreement, said employee or his/her estate will receive one-quarter (1/4) pay for all the employee's unused accumulated sick leave days up to a maximum of \$2,500. Sick leave pay for unused sick leave shall be calculated on the salary basis the employee was receiving at the time of death or retirement.

**Section 3:** Once a year upon request, Five-day-a-week ISS unit members will be furnished information showing the employee's sick leave accumulation.

**Section 4: Maternity Leave**

A staff member who is seeking a maternity leave shall notify the Assistant Superintendent for Human Resources, in writing, as soon as possible and shall request a leave of absence, specifying the dates requested for the beginning and end of leave. The notification shall be provided as far in advance as possible, but at least two (2) weeks before the leave is to begin. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangement for continuity with respect to the staff member's assignments.

A leave of absence granted to a staff member because of her pregnancy shall be without pay, except during the time of her disability. A staff member who is physically unable to work because of disability directly connected to pregnancy or termination of pregnancy may use accumulated personal sick leave to cover those days when she is disabled and unable to work. The Superintendent may require the staff member to submit adequate medical evidence of the period of disability. There will be a presumption that the staff member is disabled for a period of eight (8) calendar weeks from the beginning of her maternity leave.

**Section 5: Non-Personal Illness Absences**

A Five-day-a-week ISS unit member covered by this Agreement will be allowed up to a total of six (6) days' leave of absence without loss of pay in any year.

ISS unit members who work fewer than five (5) days per week will receive (1) personal day after completing one complete year of service. This will apply to Unit D members who worked during the FY15 school year.

These personal days may be used for the following reasons:

- A. Death or serious illness in the immediate family illness of a close family member or dear friend;

- F. To attend the Massachusetts Teachers Association (MTA) Annual Meeting subject to:
1. A maximum of one (1) day per employee per year taken from their balance of their two (2) personal or four (4) other/family days from their total of six (6) personal days; and
  2. No more than a total of forty-five (45) days per school year may be used for this purpose, for all employees.

These days do not accrue.

**Section 6:** Parental Leave (to be used within one year of the birth/adoption of child): Eleven (11) consecutive days of sick leave may be used, along with four (4) ‘Other/Family’ days (if available) for five-day-a-week ISS unit members to be paid for parental leave, if the employee is not eligible for maternity leave benefits.

## **ARTICLE 8**

### **Professional Development**

**Section 1:** The Committee agrees to pay the full cost of tuition when members of the professional staff are requested by the Superintendent to take a course or courses at accredited colleges, universities or training schools.

**Section 2:** It is agreed that such request and the Committee’s authorization for tuition payment must both be in writing and received prior to the staff member’s attendance.

**Section 3:** Subject to availability, unit members shall be entitled to the use of tuition vouchers that have not been claimed by members of the professional staff.

**Section 4:** The Committee agrees to budget and expend up to \$170,000 across all Units with the following guidelines:

- A. The maximum amount of reimbursement is \$750 per individual seeking licensure per contract year; \$600 per individual per contract year for all other applicants.
- B. To be eligible for such funds, the Unit D member must be on Step 2.
- C. Preference will be given to members seeking certification.

- D. Written application must be made on a form provided by the School Department.
- E. Decisions will be made by the school administration. The President of the Association will be given the opportunity to meet with the Director of Human Resources to review the decisions and to make recommendations, if any, before the applicants are notified.

## **ARTICLE 9**

### **Mileage**

**Section 1:** A Unit D member who must travel to two (2) or more sites (school or students' homes) in a day shall be compensated for such travel at the rate of four dollars (\$4.00) per diem.

**Section 2:** However, if a Unit D member is presently receiving more than the \$4.00 stipend he/she will continue to receive the higher amount.

**Section 3:** The conveyance allowance for those who currently receive them will be set at \$75.00 per month.

## **ARTICLE 10**

### **Savings and Separability**

**Section 1:** If any provision or any portion of this Agreement is ruled invalid for any reason by the authority of established and competent legal jurisdiction, the provision so ruled shall be null and void, but the balance and remainder of the Agreement shall remain in full force and effect.

## **ARTICLE 11**

### **Evaluation and Personnel Records**

- Section 1:** No later than November 1 of each year, unit members and the Association shall be advised of the general criteria and process to be used in evaluation.
- Section 2:** Any unit member will, upon request, have the right to review and make copies of (at the employee's expense) the contents of their personnel files.
- Section 3:** No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless the employee has had an opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee has the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and attached to the file copy.
- Section 4:** Employees will be given a copy of their evaluation report prepared by their supervisors and shall discuss each report with their supervisors. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee, upon request, may review such evaluation with the Superintendent or his/her designee. The employee will also have the right to submit a written answer to such material, and his/her answer shall be attached to the file copy.
- Section 5:** The Unit D ISS Evaluation Instrument is in Appendix D.
- Section 6:** Set up committee to review and revise evaluation tool.

## **ARTICLE 12**

### **Dues Deduction**

- Section 1:** Dues deduction shall be governed MGL. Chapter 180, Section 17A, which specifies the rights and responsibilities of Committee and the Association regarding (1) the authorization to collect dues; (2) the duration of and renewal of said authorization; (3) the collection of dues, including, but not limited to, the exclusive right of the Association, as the collective bargaining agent for members of the Newton Teachers Association, to receive dues from its members; and (4) the revocation of the authorization to collect dues.

## **ARTICLE 13**

## Union Security

**Section 1:** Chapter 150E, Section 5A shall govern the rights and responsibilities of the Association and the Committee regarding:

1. Notification to the Association of newly hired employees and provision of information regarding those employees
2. Association access to meet with newly hired employees
3. Use of district facilities for Association activities
4. Use of district email and communication systems
5. Exclusion of member personal and professional information from public record
6. Exclusion of Association-member communications from public record

**Section 2:** If a third party, such as an advocacy group, labor organization, or individual other than the Association, requests contact or employment information of bargaining unit members information through an MGL 150E information request or Public Records Request, the Committee will inform the Association of such request and the name of the requestor within twenty-four (24) hours (one (1) business day). This notification shall not be subject to the grievance procedure.

## ARTICLE 14

### Release Time for Association President

**Section 1:** Upon request, the NTA President shall be placed on full or half-time leave of absence (i.e., the NTA President shall be required to perform none or one-half of his or her usually assigned duties). In the event the NTA President requests and is placed on full or half-time leave of absence by the Committee, the Association shall reimburse the Committee for the exact amount earned by the person or persons who fill the full-time or half-time vacancy except that in no case shall the salary amount reimbursed exceed the salary for the Unit A Master's Degree lane, Step 4. In addition, the NTA shall also reimburse the Committee the actual cost of fringe benefits for those appointed to fill such vacancy.

**Section 2:** Upon request, a second NTA officer of the Association's choice shall be placed on full or half-time leave of absence (i.e., the NTA officer shall be required to perform none or one-half of his or her usually assigned duties). In the event the NTA officer requests and is placed on full or half-time leave of absence by the Committee, the Association shall reimburse the Committee for the exact amount earned by the officer. In addition, the NTA shall also reimburse the Committee the actual cost of the released officer's fringe benefits.

**Section 3:** All benefits (including, but not limited to, sick leave and seniority) shall continue to be earned and to accrue during the period of the President's and Second Release Officer's leave.

**ARTICLE 15**  
**Wages**

**Section 1:** **Rate Schedule**

Appendix A-1 ISS Salary Schedule  
Effective September 1, 2020

Appendix A-2 ISS Salary Schedule  
Effective March 1, 2021

Appendix A-3 ISS Salary Schedule  
Effective September 1, 2021

Appendix A-4 ISS Salary Schedule  
Effective March 1, 2022

Appendix A-5 ISS Salary Schedule  
Effective September 1, 2022

Appendix A-6 ISS Salary Schedule  
Effective March 1, 2023

**Section 2:** Employees shall be eligible to advance to Step 2 after three (3) years of continuous service as an ISS employee.

**Section 3:** February 1<sup>st</sup> is the anniversary date of step increases for all Unit D members.

**Section 4:**

FISCAL YEAR 2021

Effective September 1, 2020, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.

Effective September 1, 2020, an additional 0.25% Cost of Living Adjustment will be applied to the top step of the salary schedules

Effective March 1, 2021, a 0.75% Cost of Living Adjustment will be applied to the salary schedules

Effective March 1, 2021, an additional 0.25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2022

Effective September 1, 2021, a 1.75% Cost of Living Adjustment will be applied to the salary schedules

Effective September 1, 2021, an additional 0.25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

Effective March 1, 2022, a 0.75% Cost of Living Adjustment will be applied to the salary schedules

Effective March 1, 2022, an additional 0.25% Cost of Living Adjustment will be applied to the top step of the salary schedules

#### FISCAL YEAR 2023

Effective September 1, 2022, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.

Effective September 1, 2022, an additional 0.25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

Effective March 1, 2023, a 1% Cost of Living Adjustment will be applied to the salary schedules.

**Section 5:** The cut off date for a year to be considered a year of service shall be February 1; i.e., employment must commence prior to February 1.

**Section 6:** **Five-Day Salaried Positions**

A five-day salaried position with the teachers' work year and the same benefits that apply to Unit D members will be established to become effective for the 2001-2002 school year.

**Section 7:** **Stipends:**

- A. There are currently (as of 9/8/95) certain employees who are receiving a stipend in accordance with Article XIII of the 9/1/92-8/31/94 collective bargaining agreement between the parties (hereinafter called "Grandfather Employees"). These employees shall continue to receive the stipend in accordance with and subject to the provisions of Article XIII of the prior agreement so long as they continue in their ISS position. No other employees shall be eligible to receive the stipend.
- B. The Administration shall forward to the Association each year, on or before September 30, a list of the Grandfather Employees and the amount of their stipend.

**Section 8:** **Long-Term Substitute**

Effective September 1, 2015, the language in the 2013 Unit C MOA for the increase in pay for covering for a teacher will be extended to include Unit D members as follows:

- A. If a Unit D member at either the elementary or the secondary level is assigned to work for 20 or more days replacing a teacher on either a consecutive or intermittent leave, this Unit D member will be paid a \$69 per diem stipend.
- B. Unit D members will act as substitutes in this longer-term capacity on a voluntary basis.
- C. If NPS knows in advance that the leave will last 20 days or more, the \$69 stipend will be paid immediately.
- D. If NPS does not know in advance that the leave will last 20 days or more, the employee will then begin being paid a \$69 per diem stipend and will receive an additional \$69 per diem for the first 19 days (\$1,311).
- F. When Unit D members perform the work of substitutes, this shall have no impact on their status as members of the Unit D bargaining unit.

**ARTICLE 16**

**Longevity**

**Section 1:** Unit D members who have a five-day-a-week salaried position will receive an annual longevity payment based upon the following criteria:

**Unit D (5-day)**

Years		September 1, 2019
After 10 years of service		\$550
After 16 years of service		\$675

**Section 2:** Effective September 1, 2019, for all other Unit D members who have completed at least ten (10) years of service, longevity payments shall increase from \$250 to \$275. .

**Section 3:** All Unit D members with fifteen (15) years of service in the Newton Public Schools may elect an increase in their longevity payment of up to \$1,000 per year for up to three (3) consecutive years in addition to their longevity payments specified in Section 1 above. The increase will be prorated for part-time employees. A Unit D member’s right to receive regular longevity payments references in Section 1 above and any sick leave buy-back under Section 2 of Article 7 will cease upon exercising the three-year option set forth herein. Unit D



members who wish to exercise this option must notify the Superintendent in writing by February 15 of the school year preceding the school year in which the longevity under this option is to be paid.

## **ARTICLE 17**

### **Sick Bank**

**Section 1:** Unit D members may participate in the sick leave bank\* subject to the following restriction: these sick days can only be used prospectively by a unit member who has been out sick for more than two consecutive weeks and whose illness is confirmed by a doctor's certificate.

\* The Sick Leave Bank referred to above is a consolidated bank consisting of contributions from Units A, B, C and E members and is designed for the benefit of all these members.

## **ARTICLE 18**

### **Tuition Free Attendance**

#### **Acceptance of Non-Resident Unit D Members' Children in Newton Public Schools**

**Section 1:** Subject to the conditions and restrictions that apply to Newton students who seek out-of-district placement, a Unit D member in the Newton School System who is not a resident of the City will have the option, on a space available basis and at no cost, of having his/her child(ren) or a child residing with the Unit D member attend the regular education program of the Newton Public Schools. However, once a child is accepted, so long as the Unit D member is employed in the Newton Public Schools, the child shall be allowed to attend that school through grade 12 subject to the rules and regulations that apply to Newton residents. In addition, every reasonable effort will be made to place siblings in the same school if the parents so request. It is further understood that if a child(ren) of a Unit D member is approved to attend the Newton Public Schools, such attendance shall not be grounds for a grievance concerning workload and/or class size, nor shall such attendance be calculated as part of teacher load and/or class size in cases of such grievances.

## **ARTICLE 19**

### **Annual Appointments**

**Section 1:** All Unit D members will be appointed on an annual basis and will be considered released at the end of each school year. Unit members will be notified of their release or reassignment for a succeeding contract immediately after the first School Committee meeting in June.

**Section 2:** It is acknowledged that the ISS position under the law is akin to a day-to-day substitute position.

## **ARTICLE 20**

### **Good Cause**

**Section 1:** No unit member shall be disciplined without good cause. This does not apply to appointment or non-reappointment of a unit member for another school year.

**Section2:** Employees must satisfactorily serve a ninety (90) day probationary period before receiving an appointment to a regular assignment. Employees who have served an initial probationary period shall not be subjected to a subsequent probationary period.

A probationary employee may be discharged at any time during the probationary period, without cause. The discharge shall not be subject to the grievance procedure. Upon request, a probationary employee shall be entitled to a written statement of the reason for discharge.

## **ARTICLE 21**

### **Miscellaneous**

**Section 1:** Employees shall receive a duty free lunch consistent in length with that available in the school to which the employee is assigned.

**Section 2:** The parties agree to establish a Committee on Mutual Concerns to discuss matters of mutual interest and concern. The Mutual Concerns Committee shall consist of the following:

The NTA President, three Unit D members designated by the NTA and four individuals designated by the School Committee. The Committee shall meet at least two times each school year, upon written request of either party.

It is understood that the provisions of this Article are consultative only.

The Mutual Concerns Committee shall not deal with grievances.

## **ARTICLE 22**

### **Use of School Facilities**

**Section 1:** The Association will have the right to use school buildings without costs for two (2) meetings each school year, providing such meetings are held Monday through Friday and appropriate notice as provided in Section 2 herein is given.

**Section 2:** The Association will have the right to use school buildings without costs and at reasonable times for meetings, subject to safety requirements and availability, provided, however that the Association will be required to pay the customary and standard fees (including custodial costs) for the use of said buildings consistent with current Committee policy. The Principal of the building in question and the Superintendent will be advised, sufficiently in advance, of the times and place of all such meetings.

**Section 3:** Members of the bargaining unit will have the right to use the athletic facilities and equipment of a school one (1) evening each week. The Association will pay the customary and standard fees (including custodial costs) for the use of said buildings consistent with current Committee policy. The schedule and other related matters must be arranged, in advance, with the Superintendent.

**Section 4:** There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material. Prior to the posting of any such Association material, a copy of the material will be given to the Principal of the building. The Association shall be responsible for materials posted and agrees that such materials shall be legitimate professional materials.

**Section 5:** The Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year.

## ARTICLE 23

### Protection and Indemnification

- Section 1:** The rights of an employee covered by this Agreement to indemnification against certain actions and claims and to legal assistance will be governed by General Laws, Chapter 28.
- Section 2:** Employees covered by this Agreement will immediately report, in writing, all cases of assault suffered by them in connection with their employment to their immediate supervisor and the Superintendent.
- Section 3:** The report will be forwarded to the Committee, which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the employees, the police, and the courts.
- Section 4:** The Committee will reimburse employees full replacement costs for the following, provided it occurs in the proper performance of their employment and not as a result of the employee's negligence: any clothing or personal property damaged or destroyed.
- Section 5:** The Committee agrees that the following insurance will be provided: A. indemnity insurance; B. liability for bodily injury to others; C. liability for personal injury to others.
- Section 6:** The Committee will reimburse individuals covered by this Agreement for any loss or damage to eyeglasses or hearing aids or mobile phones caused by an assault on the individual or an accident during the workday.
- Section 7:** Individuals who are absent as a result of an on the job accident or personal injury suffered during the workday shall not lose pay because of such absence. The parties agree that sick leave bank days may be utilized for such purposes. Eligible employees under this section shall be allowed to use up to three years of sick bank time (balance of the school year that the injury/accident occurred plus two additional school years). The Employee will be required to submit updated medical documentation per Article 7 Section 5 (Sick Leave Bank) of the Unit C Contract.
- Section 8:** The Committee agrees to reimburse eligible employees for the cost of co-pays for office visits, emergency room visits, and prescription drugs, as well as physical and occupational therapy appointments that are not covered by insurance incurred due to physical injury/accident to the employee arising out of and in the course of employment. The maximum reimbursement for such injuries under this section shall not exceed the aggregate total of \$24,000 per year. All NTA units will be included under the \$24,000 cap. Employees who submit documentation of such costs via proper proof of payment as required by the comptroller shall be paid bi-

monthly. This cap shall be pro-rated on a monthly basis of \$2,000 per month. Any unused balance will accrue month to month up to a total of \$24,000 for each year of the contract.

## **ARTICLE 24**

### **Health and Safety**

The Committee will continue its best efforts to provide and maintain a healthful and safe workplace, with adequate heating, ventilation and lighting.

## **ARTICLE 25**

### **Health Insurance** **(Only for grandfathered full-time employees)** **Insurance and Annuity Plan**

**Section 1:** Eligible employees may, at their request, participate in a “Tax Sheltered Annuity Plan.”

- A. Such monies shall be transmitted to the Insurance Carrier as per Chapter 112 of the Acts of 1981.
- B. Employees may enter a Tax Sheltered Annuity Plan or increase or decrease their contribution with thirty days' notice, subject to the cooperation and approval by the appropriate City official.

**Section 2:** The Committee will pay fifty percent (50%) of the cost of the life insurance coverage, eighty percent (80%) of the cost of health insurance coverage and, effective January 1, 2002, fifty percent (50%) of the cost of dental insurance coverage for regular full-time employees covered by this Agreement.

- A. A five thousand dollar (\$5,000) term life insurance policy of the type presently in effect;
- B. Individual or family coverage, whichever applies in the particular case, of the health insurance plan presently in effect in the City of Newton.

**Section 3:** If the City of Newton increases its percentage contribution of the cost of health insurance for its employees, then the Committee will contribute the same percentage for employees covered by this Agreement.

**Section 4:** Employees may, at their option, participate in the pre-tax premium conversion pursuant to applicable rules and regulations set by the IRS.

Employees may, at their option, participate in the City of Newton's pre-tax flexible spending plan, both med cap and dependent care, pursuant to applicable rules and regulations set by the IRS.

**Section 5: Health Insurance Contribution Rate Changes**

- A. Effective September 1, 2011  
For members hired to begin their employment in FY 12 and beyond, the new Employee Contribution Rate will be 25% employee share/75%, city share.
- B. Effective September 1, 2012  
Employees who utilize a PPO plan will pay 25% of premium employee share/75% city share.
- C. Effective September 1, 2013 – September 1, 2019  
Employees who utilize a PPO plan will pay 30% of premium employee share/70% city share.
- D. Effective September 1, 2019, the Committee will grandfather members who were on the PPO as of September 1, 2019. Those members will be grandfathered at the current rate (30% of premium employee share/70% city share) for the remainder of the time that they choose to participate in the PPO.

The Committee will offer to current PPO subscribers a one-time payout of a \$2000 for individual and \$4000 for family to leave the PPO within 60 days of ratification.

Employees who enroll in the PPO plan after 7/1/20 shall contribute 35% of the premium and the Committee shall pay 65%

If a member returns to the PPO prior to the end of FY23, the member shall pay back money from the payout at a pro-rated amount and return to the grandfathered rate.

If a member returns to the PPO during or after the final open enrollment period, the member shall pay the new contribution rate of 35% by the employee and 65% by the Committee.

**Section 6: Health Insurance Plan Design Changes**

○

- A. Effective July 1, 2020
- Deductibles: \$250 for each individual and \$500 total for a family
  - \$40 Specialist co-pay up \$5 from \$35 to \$40
  - \$25 Office PCP co-pay, up \$5 from \$20 to \$25
  - \$5 co-pay for Minute Clinics (down from \$20)
  - \$10 co-pay for Urgent Care Clinics (down from \$35)
  - \$150 Outpatient day surgery co-pay
  - \$100 Emergency Room co-pay
  - Prescription drugs co-pays:
    - \$20 Tier 1, up \$5 from \$15
    - \$35 Tier 2, up \$5 from \$30
    - \$55 Tier 3, up \$5 from \$50

**Section 7: Health Insurance, Additional Provisions**

- A. Effective September 1, 2011
- Preventive care \$0 co-pay (per Affordable Care Act that determines what counts as preventative care)
  - Yearly Cap on out-of-pocket expenses of \$1,000 per individual and \$2,500 per family
  - Mandatory Prescription Mail-In Program (Maintenance Medications Only)
  - CanaRx program will remain in effect
  - The City may, without the need for further bargaining, offer to all members the option of low-cost limited network plans when its health insurance providers make these available to Newton.

**ARTICLE 26**

**Retirement**

**Section 1:** Effective September 1, 2019, five (5) days per week salaried employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.

**ARTICLE 27**

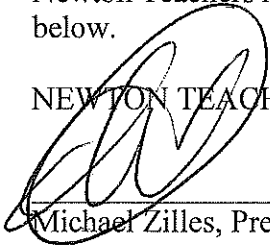
### **Duration**

This Agreement shall become effective as of September 1, 2020, and shall continue and remain in full force and effect until August 31,2023. Negotiations for a successor Agreement shall commence at a mutually convenient time, no later than October 15,2022.



The foregoing Contract was approved by the Newton School Committee and ratified by the Newton Teachers Association and is identified as such Contract by the signers as set forth below.

NEWTON TEACHERS ASSOCIATION

  
\_\_\_\_\_  
Michael Zilles, President      DATE  
Newton Teachers Association

7-18-24

NEWTON SCHOOL COMMITTEE

  
\_\_\_\_\_  
Chris Brezski, Chairperson      DATE  
Newton School Committee

7/24/24

**NEWTON PUBLIC SCHOOLS**  
**100 Walnut Street, Newtonville, MA 02460**  
**Unit D Salary Schedule**  
**Effective September 1, 2020**

<b>Salary Schedule ISS</b>		
1.75% increase Sept. 2020		
2.0% step 6 Sept. 2020		
Step	Daily Rate - Feb. 1, 2020	
1	\$117.51	
2	\$117.51	
3	\$117.51	
4	\$131.47	
5	\$131.47	
6	\$132.12	
<b>Salary Schedule IS5 - Five Day</b>		
1.75% increase Sept. 2020		
2.0% step 3 Sept. 2020		
Step	Grandfathered Five Day - March 1, 2020	
1	\$30,855.76	
2	\$32,468.97	
3	\$34,755.86	

**NEWTON PUBLIC SCHOOLS**  
**100 Walnut Street, Newtonville, MA 02460**  
**Unit D Salary Schedule**  
**Effective March 1, 2021**

<b>Salary Schedule ISS</b>		
0.75% increase Feb. 2021		
1.0% step 6 Feb. 2021		
Step	Daily Rate - Feb. 1, 2020	
1	\$118.39	
2	\$118.39	
3	\$118.39	
4	\$132.46	
5	\$132.46	
6	\$133.44	
<b>Salary Schedule IS5 - Five Day</b>		
0.75% increase Feb. 2021		
1.0% step 3 Feb. 2021		
Step	Grandfathered Five Day - March 1, 2020	
1	\$31,087.18	
2	\$32,712.49	
3	\$35,103.42	

**NEWTON PUBLIC SCHOOLS**  
**100 Walnut Street, Newtonville, MA 02460**  
**Unit D Salary Schedule**  
**Effective September 1, 2021**

<b>Salary Schedule ISS</b>		
1.75% increase Sept. 2021		
2.0% step 6 Sept. 2021		
Step	Daily Rate - Feb. 1, 2020	
1	\$120.46	
2	\$120.46	
3	\$120.46	
4	\$134.78	
5	\$134.78	
6	\$136.11	
<b>Salary Schedule IS5 - Five Day</b>		
1.75% increase Sept. 2021		
2.0% step 3 Sept. 2021		
Step	Grandfathered Five Day - March 1, 2020	
1	\$31,631.21	
2	\$33,284.96	
3	\$35,805.49	

**NEWTON PUBLIC SCHOOLS**  
**100 Walnut Street, Newtonville, MA 02460**  
**Unit D Salary Schedule**  
**Effective March 1, 2022**

<b>Salary Schedule ISS</b>		
<b>0.75% increase Feb. 2022</b>		
<b>1.0% step 6 Feb. 2022</b>		
Step	Daily Rate - Feb. 1, 2020	
1	\$121.36	
2	\$121.36	
3	\$121.36	
4	\$135.79	
5	\$135.79	
6	\$137.47	
<b>Salary Schedule IS5 - Five Day</b>		
<b>0.75% increase Feb. 2022</b>		
<b>1.0% step 3 Feb. 2022</b>		
Step	Grandfathered Five Day - March 1, 2020	
1	\$31,868.44	
2	\$33,534.60	
3	\$36,163.54	

**NEWTON PUBLIC SCHOOLS**  
**100 Walnut Street, Newtonville, MA 02460**  
**Unit D Salary Schedule**  
**Effective September 1, 2022**

<b>Salary Schedule ISS</b>		
1.75% increase Sept. 2022		
2.0% step 6 Sept. 2022		
Step	Daily Rate - Feb. 1, 2020	
1	\$123.48	
2	\$123.48	
3	\$123.48	
4	\$138.17	
5	\$138.17	
6	\$140.22	
<b>Salary Schedule IS5 - Five Day</b>		
1.75% increase Sept. 2022		
2.0% step 3 Sept. 2022		
Step	Grandfathered Five Day - March 1, 2020	
1	\$32,426.14	
2	\$34,121.46	
3	\$36,886.81	

**NEWTON PUBLIC SCHOOLS**  
**100 Walnut Street, Newtonville, MA 02460**  
**Unit D Salary Schedule**  
**Effective March 1, 2023**

<b>Salary Schedule ISS</b>		
<b>1.0% increase Feb. 2023</b>		
Step	Daily Rate - Feb. 1, 2020	
1	\$124.71	
2	\$124.71	
3	\$124.71	
4	\$139.55	
5	\$139.55	
6	\$141.62	
<b>Salary Schedule IS5 - Five Day</b>		
<b>1.0% increase Feb. 2023</b>		
Step	Grandfathered Five Day - March 1, 2020	
1	\$32,750.40	
2	\$34,462.67	
3	\$37,255.68	

**ISS (Instructional Support Staff) Unit D Comprehensive Evaluation**

ISS: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator(s): \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Assignment: \_\_\_\_\_

All Unit D staff are respected team members responsible for assisting in the delivery of instruction and other student-related activities. As valued members of this faculty, they are essential partners and work under the direction of, and in collaboration with, professional staff.

**Category Rubric**

N-Does Not Meet Standard      S- Sometimes Meets Standard      C-Consistently Meets Standard

A. Curriculum, Instruction and Assessment	N	S	C
1. Has familiarity with the overall curriculum and programs in the school			
2. Applies knowledge of human development to modify learning activities appropriate for students.			
3. Seeks resources from colleagues to enhance learning.			
4. Demonstrates knowledge of content.			
B. Effective Instruction	N	S	C
1. Sets high standards and expectations for all students.			
2. Provides feedback to students.			
3. Models clear writing and speaking in communication with students.			
4. Employs multiple teaching and learning strategies.			
5. Consistently follows lesson plans left by the teacher.			
C. Classroom Climate and Operations	N	S	C
1. Creates a positive learning environment.			
2. Makes appropriate use of the physical environment to accommodate students' needs.			
3. Maintains appropriate standards of behavior, mutual respect, and safety.			
4. Promotes climate of community, inclusion, and mutual support among students.			
D. Equity and Diversity	N	S	C
1. Acts on the belief that all students can master the challenging curriculum and includes all students in the range of academic opportunities.			
2. Incorporates respect for human differences (i.e., learning styles, race, gender, cultural heritage, language, socio-economic backgrounds, and learning, physical and emotional disabilities) in the classroom.			
E. Professional Relationships and Responsibilities	N	S	C
1. Provides teacher with a written report of each class's activities and progress.			
2. Participates in building a professional community by collaborating with and assisting colleagues.			
3. Reflects critically upon his/her performance and incorporates feedback.			
4. Uses the internet and other resources in a responsible and acceptable manner in accordance with the policy of the Newton Public Schools.			
5. Meets professional obligations relative to prompt, regular attendance.			
6. Maintains positive and collaborative rapport with students, colleagues, parents, and the community.			



**Comprehensive Evaluation**

**Narrative:** The Narrative should begin with a contextual statement of the Unit D member’s current assignment. It should make reference to observations, delineations of strengths and weaknesses, examples of exemplary/distinguished performance and, in general, descriptors of performance levels. Any indicator of an “N” requires a specific explanatory reference in this narrative.

**Recommendations:** These recommendations should include suggestions to improve performance in relation to the Unit D member’s ongoing professional growth and development. They should be made in the context of the district’s expectations and system-wide goals. This section should include specific suggestions in areas of unsatisfactory performance.

**Overall Performance Assessment**

Meets Standards \_\_\_\_\_ Does Not Meet Standards \_\_\_\_\_

Evaluator: \_\_\_\_\_

Contributing Evaluator: \_\_\_\_\_

I have read the above report and have the opportunity to comment.

\_\_\_\_\_  
Unit D member’s Signature  
(The Unit D member’s signature does not indicate agreement or disagreement with the content of this evaluation.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator’s Signature  
(The designated evaluator is one of the following: the principal, appropriate licensed supervisor, or appropriate Unit B employee.)

\_\_\_\_\_  
Date

**Side Letters**

**1. On the Job Injury Benefits**

The Committee will review but not commit to the possibility of extending to Unit D the same on the job injury benefits as offered to Unit A, Article 26.