

# Newton Teachers Association, and the Newton Public School Committee

## 2021-2022 SCHOOL YEAR

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Newton Teachers Association, Units A, B, C, D, and E (the “Association” or “Union”) and the Newton School Committee (the “Committee” or “NPS”), collectively the “Parties.”

The Parties agree that this Memorandum addresses terms and conditions of employment, particularly related to health and safety, benefits, wages, work expectations, and other mandatory and permissive subjects of bargaining in light of the continuing Coronavirus pandemic, for NTA Units A, B, C, D, and E.

NOW THEREFORE, notwithstanding any contract provision in the Parties' Collective Bargaining Agreements or practices, the Parties hereby agree as follows:

This Memorandum of Agreement expires at a time agreed upon by the Parties, or at the conclusion of the 2021-2022 SY, whichever is earlier.

The provisions of this Agreement may be modified as necessary to comply with applicable state or federal law or regulatory changes, DESE regulations and/or guidance, and/or DPH/CDC guidance. In such a case, the Parties will reconvene and negotiate over any proposed changes to this Agreement.

All provisions of the 2020-2023 Unit A, B, C, D, and E Collective Bargaining Agreements between the Newton School Committee and the Newton Teachers Association remain in full force and effect, unless otherwise changed by this agreement.

Covid-19 Vaccinations. As a condition of employment, all NPS staff, including members of the NTA, must have received, and show proof of, full COVID -19 vaccination by October 15, 2021. Depending upon which vaccine was received, the date of full vaccination is two (2) weeks after the 2<sup>nd</sup> shot of either Pfizer or Moderna vaccine, or two (2) weeks after the single dose of the Johnson and Johnson vaccine. Failure to comply with this condition of employment may result in discipline, up to and including termination.

1. Only those employee-members who have been granted medical exemption under the Americans with Disabilities Act (“ADA”) or have an exemption for a sincerely held religious belief (Title VII) will be exempt from this mandatory condition of employment.

Those employee-members who are granted a medical or religious exemption must nevertheless participate in mandatory weekly asymptomatic Covid testing. So long as NPS is providing asymptomatic testing to all staff and students, NPS will provide weekly testing for unvaccinated staff that have an approved exemption. In the event that NPS is not providing asymptomatic testing to staff or students, it is the employee-member’s responsibility to provide weekly proof of negative COVID-19 test.

Any employee-member seeking one of these exemptions must communicate with the Human Resources Department and provide necessary forms and/or documentation supporting the request for an exemption. The HR Department will provide approval for bona fide medical and religious exemptions consistent with federal and state law.

The Human Resources Department will collect personal vaccination information and documentation, which will be treated as Protected Health Information. This information will not be maintained by NPS beyond the 21-22 SY, and will be maintained separately from an employee’s personnel file. Only those administrators who require access will be provided with this information.

2. Testing. NPS and the NTA will encourage all staff to participate in weekly asymptomatic Covid testing regardless of vaccination status.
3. Face-Coverings – On August 24, 2021, the District adopted and will implement a revised Face-Covering Policy for the 21-22 SY which requires all staff and students to wear face-coverings, unless exempt, or in specific situations as outlined in the Policy. Please find the revised Face-Covering Policy and Protocol [EBCFA - Face Coverings Policy; Updated Protocol - Masks and Face Coverings September 2021](#)

NPS will provide all staff with two (2) reusable face coverings.

4. Staff and Group meetings. Staff meetings that can be held safely in person, consistent with public health guidance, will be held in person. Meetings may also be conducted virtually; in some cases there may be a combination of a virtual meeting, with smaller in-person group meeting break outs. Regardless of the platform or setting of the meeting, all staff are required to be present at the designated space or building during these meetings.
5. Duties. In Middle and High Schools, teachers will continue to be assigned duties in alignment with the current time and learning agreement and/or practice. Any Unit A member that is assigned to an additional duty beyond what is provided in the applicable Time on Learning Agreements, will be compensated at a rate of \$49.54/hour, prorated appropriately.

The Parties recognize that these are unusual circumstances and an evolving situation. Therefore, this Agreement shall not be used as evidence of precedent or past practice.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this 15<sup>th</sup> day of September 2021.

NEWTON SCHOOL COMMITTEE



Ruth Goldman, Chairperson

NEWTON TEACHERS ASSOCIATION



Michael Zilles, President