

**Newton Teachers Association and
the Newton Public School Committee**

**MEMORANDUM OF AGREEMENT REGARDING COVID
DAYS AND SICK DAYS
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.

- A. COVID-related Absences Newton Public Schools agrees to memorialize the following current practice regarding “COVID” days for the remainder of the school year.
1. For the 2021-2022 SY, educators shall be entitled to up to 10 “COVID” work days of paid leave without the use of contractual sick leave, of which up to 10 may be used for care of a family member, under the following circumstances:
 - i. If an educator is required to self-isolate and care for themselves because they have been diagnosed with COVID-19; get a medical diagnosis, care, or treatment for COVID-19 symptoms; get or recover from a COVID-19 immunization;
 - ii. If an educator must care for a family member who needs to self-isolate due to a COVID-19 diagnosis; needs medical diagnosis, care, or treatment for COVID-19 symptoms; needs to obtain or recover from a COVID-19 immunization; or must remain home because childcare or school facilities are closed due to COVID-19;
 - iii. Or if an educator must follow a quarantine order or similar determination by a local, state, or federal public official, a health authority having jurisdiction, the employee’s employer, or a health care provider; or must care for a family member due to a quarantine order or similar determination regarding the family member by a local, state, or federal public official, a health authority having jurisdiction, the family member’s employer, or a health care provider.
 2. If an educator has the ability to work remotely based on their health, position, and home circumstances, they may be required to work remotely while they are at home (for example when under quarantine but not ill); such remote working days will not be counted as leave. Educators shall contact their building administrator or supervisor in addition to following the normal absence protocols if they need to use any of the COVID Days or if they request to work remotely during their COVID-related absence.
 3. NPS will not require employees to use other types of available paid leave before they use COVID-19 emergency paid sick leave or require employees to search for or find a replacement worker to cover the time the employee will miss while using COVID-19 emergency paid sick leave.
 4. Employees will provide necessary supporting paperwork if requested to enable NPS to seek reimbursement for COVID-related absences pursuant to An Act Providing for Massachusetts COVID-19 Emergency Paid Sick Leave.
 5. In the event an employee has used all of their COVID days for self or family, the employee may access their own accrued personal illness days in the circumstances outlined in paragraph 1 above.
- B. Sick Bank. For the duration of the 2021-2022 school year, modify the sick leave bank language applicable to all units as below:

Section 11: Sick Leave Bank

Section A: There shall be a sick leave bank for use by eligible employees covered by this Agreement who have exhausted their own sick leave. Eligible employees are members who qualify under one of the following circumstances: a member with a

serious illness; members who gave birth and are considered disabled due to the birth of the child; and members who are the primary adoptive parents within the first six months of the adoption (adoptive primary parent includes a primary parent via surrogacy).

For the 2021-2022 year only, eligible employees shall include members who, due to the exigencies of the pandemic, have exhausted their own personal days, personal illness days, family illness days, and their "COVID" work days. All other requirements for eligibility for receiving days from the sick leave bank below still hold. \The Sick Leave Bank committee may grant a total of ten (10) of these additional days per employee to cover personal or family illness or COVID related absences, per the criteria established in this MOA, above.

In addition, for the 2021-2022 year only, the criteria for administering the bank and for determining eligibility and amount of leave in section F shall be modified as below:

1. *Adequate medical or other evidence of serious illness or exhaustion of personal, personal illness, family illness, and "COVID" work days due to the exigencies of the pandemic. The Human Resources Office may require an interactive dialogue as evidence of exhaustion of personal, personal illness, family illness, and COVID days due to the exigencies of the pandemic as prescribed in this MOA, above.*

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 18th day of March 2022.

NEWTON SCHOOL COMMITTEE

NEWTON TEACHERS ASSOCIATION



Tamika Olszewski, Chairperson

Michael Zilles, President