

# **Memorandum of Agreement between the Newton Teachers Association, and the Newton Public School Committee**

## **SPRING 2021 RETURN TO FULL IN-PERSON LEARNING**

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, benefits, wages, work expectations, and other mandatory and permissive subjects of bargaining in light of the Coronavirus pandemic and concomitant public health emergency declared by Governor Baker on March 12, 2020, 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:

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.

And

All provisions of the Memorandum of Agreement Executed by the parties on April 7, 2021, (the “COVID MOA”) remain in full force and effect for the remainder of the 2020-2021 school year unless otherwise changed by this Agreement.

The Parties agree that there shall be no changes, additions to, or deletions from this Agreement except by mutual agreement in writing. This Agreement expires at the end of the 2020-2021 SY.

These statements shall not be construed as a waiver of any rights by any party under this Agreement or law.

## **AGREEMENT**

**SECTION I : 2020-2021 SCHOOL YEAR LEARNING MODELS** is modified as follows:

### **Section B. ELEMENTARY SCHOOLS**

**Section B(i) Hybrid In-Person**, is replaced by the following:

**Full In-Person School** – This will replace the Elementary Hybrid Section 1(B)(i) of the \ COVID MOA, including applicable schedule exhibits referenced therein and attached to that MOA

Beginning on April 5, 2021, the Elementary Schools will return to full in-person school for students five (5) days per week.

- Every school day, instruction begins at 8:25 AM (school arrival remains 8:20 AM)
- Student dismissal will be at 2:15 pm on Monday, Tuesday, Thursday, Friday and at 1:00 pm on Wednesdays.
- Students will have lunch and recess for 30 minutes on Monday, Tuesday, Thursday and Friday
- The teacher (Unit A) contractual day remains 8:10 am-3:10 pm
- Teacher planning times will be from 2:25 pm-3:10 pm on Monday, Tuesday, Thursday and Friday
- Wednesday afternoon schedule for teachers (Unit A) will be as set forth in the Elementary PD Calendar (version 7) for 2020-2021 school year , found here: [Elementary PD Calendar 2020-2021 Version 7](#), and as follows:
  - 30 minute duty free lunch from 1:10-1:40
  - Staff/Department meetings from 1:40-3:10 (90 minutes)
  - PLC/Planning days – 45 minutes each
  - PD days: 60 minutes PD/30 minutes personal planning

### **Unit C employees**

- There are no changes to each employee's assigned average weekly hours.

- Some Unit C employees will work an additional 30 minutes of student time on Wednesday (12:30-1:00) which will be offset by earlier release on another day(s) during the week.

*Special Subject Teachers (Art, Music, Library, PE)*

- Special subject teachers will provide instruction in-person to the extent possible with the following considerations:
  - Teachers with an approved medical accommodation will continue to teach remotely;
  - Teachers will have a dedicated and appropriate space as a “home base” in their building for planning and from which they will teach their DLA classes;
  - Teachers who are assigned to more than one building will have time for travel and duty free lunch in their schedules;
  - In order to preserve the instrumental music programs:
    - Music teachers may flex their work day to 8:50-3:50 or 8:15-3:15
    - Instrumental lessons are taught remotely from 2:45-3:45
    - A teacher who flexes their time to be 8:50-3:50 will teach two (2) afternoon instrumental music classes
    - A teacher who flexes their time to be 8:15-3:15 will teach one (1) afternoon instrumental music class
    - Ensembles (5<sup>th</sup> grade band and Orchestra) will be taught on Wednesday afternoon
      - Teachers who teach ensembles will be allotted 45 minutes of PLC time and 45 minutes of personal planning time during a different time of the work day (on Wednesdays or any day during the week as agreed upon with the appropriate administrator)
      - No ensembles will be taught on the days of building-based staff meetings in May or June
- Special subject teachers will teach up to 36 thirty (30) minute classes weekly per 1.0 FTE allocation. In the event a teacher is not scheduled for all of the classes within their allocation, they may be assigned other duties as follows:
  - Lunch buddies and/or host lunch bunch.
  - Support SEL at recess (structured games, etc.).
  - Check-in, Check-out opportunities with identified students.
  - Additional extension classes including cross-discipline.
  - The District will prioritize the above listed duties over lunch monitoring as additional duties

Distance Learning Academy – Section I(B)(ii) of the COVID MOA will be slightly modified as follows:

- a. instruction begins at 8:25 am;
- b. student dismissal will be at 2:15 pm on Monday, Tuesday, Thursday, Friday and at 1:00 pm on Wednesdays.

## SECTION C, MIDDLE SCHOOLS

Full In-Person School – This will replace the Middle School Full Distance with Transition to Hybrid Section 1(C)(i) of the prior COVID MOA and the incorporated Middle School Schedules.

Beginning on April 28, 2021, the Middle Schools will return to full in-person school for students five (5) days per week. For those students that have chosen to remain distance-only, they will continue to participate in their regularly scheduled in-person classes in the established model and will access the in-person classes remotely.

1. The new Schedule can be found here- [MS Full In Person Schedule - Hybrid Rotation 4-28-21 \(DRAFT 3/23\)](#)
2. Duties - Any Unit A member that is assigned to an additional duty beyond 2 weekly duties, will be compensated at a rate of \$43/hour, prorated appropriately.

## SECTION D, HIGH SCHOOLS

A. Full In-Person School – This will replace the High School Full Distance Opening section and High School In-Person Learning Model in sections 1(D)(i) and 1(D)(ii) of the COVID MOA

Beginning on April 26, 2021, the High Schools will return to full in-person school for students four (4) days per week. For those students that have chosen to remain distance-only, they will continue to participate in their regularly scheduled in-person classes in the established model and will access the in-person classes remotely.

There are no changes from the existing 2020-2021 High School HyFlex schedules to the In-Person Model and no amount of duties beyond what is dictated by the CBA will be assigned.

Beginning on May 17, 2021, the High Schools will return to full in-person school for students five (5) days per week. The start and end time of the school days will not

change from the remote schedule. The in-person Wednesday schedule for High Schools, beginning on May 19, 2021 through the end of the School year is as follows: Four 70-minute class periods each Wednesday, alternating weekly between A,B,C and D blocks one week and E, F, G and Community/Flex blocks the other weeks.

**SECTION III: STAFF EXPECTATIONS** is modified as follows:

B. Presence/Location

All staff, in all levels and all buildings, except those that have been granted a remote assignment or are assigned to the DLA, are expected to be present in their buildings during their entire work day.

All staff will be provided with adequate working space or they will be allowed to work remotely.

5. Elementary Specialists Elementary special subject teachers (art, music, library, P.E.) are providing instruction in-person unless they have approved remote accommodations and/or lack adequate space.

**SECTION VII: HEALTH, SAFETY, OPERATIONS AND FACILITIES**, of the COVID MOA will be modified as follows:

Section B(2) Cohorting and Grouping Students of the COVID MOA is hereby rendered void and no longer applicable.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this \_\_ day of May 2021.

NEWTON SCHOOL COMMITTEE

NEWTON TEACHERS ASSOCIATION

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Ruth Goldman, Chairperson

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Michael Zilles, President