

Newton School Committee's Package Proposal<sup>1</sup>

Memorandum of Agreement

Between

The Newton School Committee

And

The Newton Teachers Association – Unit A

The Newton School Committee ("Committee") and the Newton Teachers Association Unit A ("Union"), collectively referred to as the "Parties", agree to enter into a collective bargaining agreement from September 1, 2023 to August 31, 2026. The effective provisions of the Parties' September 1, 2020 to August 31, 2023 collective bargaining agreement will remain in effect with the following changes:

1. Article 47: Duration (p. 58)<sup>2</sup>
  - A. Amend Section 1 by replacing "September 1, 2020" with "September 1, 2023" and by replacing "August 31, 2023" with "August 31, 2026"
  - B. Amend Section 2 by replacing "Effective September, 1, 2015 salaries" with "Salaries" (housekeeping)
  - C. Amend Section 3 by replacing "September 1, 2023" with "September 1, 2026" and by replacing "October 15, 2022" with "October 15, 2025".

2. Article 39 Salaries

- A. Section 4 (p. 46)

Amend Section 4 as follows (new language underlined; deleted language struck):

~~In the 2020-2021 school year, February 1<sup>st</sup> is the anniversary date of step increases for all Unit A members.~~

~~In the 2021-2022 school year, January 1<sup>st</sup> is the anniversary date of step increases for all Unit A members.~~

In the 2022-2023, 2023-2024, and 2024-2025 school years, December 1<sup>st</sup> is the anniversary date of step increases for all Unit A members.

In the 2025-2026 school year, November 1<sup>st</sup> is the anniversary date of step increases for all Unit A members.

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<sup>1</sup> This is a package proposal. The Committee's proposals that are not included in this package are not withdrawn. The Committee's prior positions on items included in this package are maintained if this package is not accepted in full.

<sup>2</sup> Page numbers refer to the 2020-2023 integrated CBA produced by the Committee.

The anniversary date for step increases to coaches' salaries is September 1<sup>st</sup>.

B. Section 8 (pp. 48-49)

Replace Section 8 in its entirety with the following:

(1) Fiscal Year 2024

Effective September 1, 2023, a 1.90% increase will be applied to Step 14 in the salary schedule in Appendix A and Step 11 in Appendix B.

Effective September 1, 2023, a 1.50% increase will be applied to the salary schedule in Appendix A for all Steps except Step 14 and to the salary schedule in Appendix B for all Steps except Step 11.

(2) Fiscal Year 2025

Effective September 1, 2024, a 2.00% increase will be applied to Step 14 in the salary schedule in Appendix A and Step 11 in Appendix B.

Effective September 1, 2024, a 1.60% increase will be applied to the salary schedule in Appendix A for all Steps except Step 14 and to the salary schedule in Appendix B for all Steps except Step 11.

(3) Fiscal Year 2026

Effective September 1, 2025, a 2.10% increase will be applied to Step 14 in the salary schedule in Appendix A and Step 11 in Appendix B.

Effective September 1, 2025, a 1.60% increase will be applied to the salary schedule in Appendix A for all Steps except Step 14 and to the salary schedule in Appendix B for all Steps except Step 11.

C. Section 9: Coaches' Salaries and Stipends (pp. 49-50)

Replace Section 9 in its entirety with the following:

(1) Fiscal Year 2024

Effective September 1, 2023, a 1.5% increase will be applied to the coaches' salary schedules.

(2) Fiscal Year 2025

Effective September 1, 2024, a 1.6% increase will be applied to the coaches' salary schedules.

(3) Fiscal Year 2026

Effective September 1, 2025, a 1.6% increase will be applied to the coaches' salary schedules.

3. Appendix C: Coaches Salary Schedule

Effective September 1, 2023, move "Cheerleaders" and "Dance" from Group VI to Group V.

4. Appendix D:

A. Effective September 1, 2023, eliminate the High School "Recycling Coordinator" stipend and add a stipend for "Green Team Coordinator" (under Citywide Stipends) paid at the Group B rate.

B. Effective September 1, 2023, amend the following line in Elementary & Pre-K Stipends as follows (new language underlined; deleted language struck):

NEW- Student Club/Activity Advisor (e.g. Student Council) (up to ~~3~~ 6 per elementary school)

5. Article 16, Section 2: Substitutes (p. 26)

Replace Section 2 of Article 16 with the following:

Section 2: Effective September 1, 2023, teachers at the high school level may, on a voluntary basis and at the request of the principal or their designee, substitute teach during the teacher's non-teaching periods for classes that they are qualified to teach when another teacher who teaches their subject area is absent. The high school teacher who is substitute teaching will be paid at the rate of \$60 per additional class period taught under this provision.

Effective September 1, 2023, teachers at the middle school level may, on a voluntary basis and at the request of the principal or their designee, substitute teach during the teacher's non-teaching periods. The middle school teacher who is substitute teaching will be paid at the rate of \$40 per additional class period taught under this provision.

Teachers who are in their first year of employment in the Newton Public Schools shall not be asked to volunteer under this provision.

Payments in the aggregate under this provision are limited to seventy-five thousand dollars (\$75,000) per contract year. The Superintendent/designee will provide the Union President with notice by email when approximately \$60,000 of the \$75,000 funds allocated for this provision have been depleted.

6. Article 46: Retirement (p. 57)

A. Label the current paragraph as "Section 1".

B. Add the following new Section 2 to Article 46 Retirement:

Section 2: Effective September 1, 2023, employees who give notice of retirement at least six (6) months prior to their last day of work and who work through the end of the teacher work year shall receive five hundred dollars (\$500) in addition to the benefit provided in Section 1 of this Article.

7. Working Group on Elementary School Day

Within sixty (60) days of ratification of this Agreement, the Association and School Committee or designee will appoint an equal number of representatives to a Joint Management Group on the Elementary School Day. Both the Association and the School Committee or designee may appoint one or more members of Unit B as their respective representatives, but for purposes of tallying the number of members appointed by the

Association and the School Committee, a Unit B member may count either as a representative of the Association , or as a representative of the School Committee.

The Joint Labor Management Group on the Elementary School Day will conduct a comprehensive examination of the elementary school day and gather information to make recommendations to the parties. The charge of the Group will be to look for propose changes that will:

- Improve the learning experience outcomes for students;
- Offer clear and pragmatic scheduling guidance for the elementary day; and
- Provide increase planning and common planning time for elementary teachers including specialists and special educators.

Recommendations from the Group shall be made to the parties no later than June 30, 2025, in order that they may be included in bargaining a successor agreement.

8. Article 22: Tuition Cost and Tuition Reimbursement (p. 30)

A. Amend Section 3, paragraph A as follows (new language underlined; deleted language struck):

“The maximum amount of reimbursement is ~~\$750~~ one thousand dollars (\$1,000) per individual seeking licensure per contract year; ~~\$600~~ seven hundred fifty dollars (\$750) per individual per contract year for all other applicants.”

B. Add a new paragraph to Section 3 as follows:

Although the tuition reimbursement fund in this Article is designed to reimburse employees for the tuition cost for graduate-level courses with prior approval of the School Department, an employee may request prior approval for tuition reimbursement of non-graduate credit professional development with the prior approval of the employee’s supervisor outside of the NTA and Human Resources.

9. Article 5: Sick Leave: (pp. 7-11)

A. Amend Section 5 as follows (new language underlined; deleted language struck):

Sick leave with pay is intended to cover the employee’s own incapacitation due to sickness or injury, with the following exceptions:

An employee covered by this Agreement may use up to ~~eleven (11)~~ fourteen (14) of his or her ~~their fifteen (15) annual~~ personal sick days per school year for a close family member’s or dear friend’s illness or injury.

B. Replace Section 11, “Sick Leave Bank ” with the following (new language underlined; deleted language struck):

**Section 11: Sick Leave Bank**

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).

Employees must have been employed by the Newton Public Schools for a minimum of one full year (12 months) prior to the date of the request for sick leave bank benefits.

- B. At the beginning of every school year, members of the professional staff covered by this Agreement shall each contribute one (1) day of their annual fifteen (15) days of sick leave in order to fund the bank.\* There shall be no accumulation of unused sick leave bank days beyond each applicable school year.
- C. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- D. Upon completion of an initial grant of sick leave bank benefits not to exceed a thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant, but limited as provided below:
  - i. For employees who have completed their first year of employment, but have not yet completed their second year of employment, the Sick Leave Bank Committee may extend their entitlement once for up to an additional thirty (30) days beyond the initial grant. The total of the initial grant and the subsequent grant shall not exceed sixty (60) days.
  - ii. For employees who have completed at least two full years of employment, the Sick Leave Bank Committee may extend their entitlement twice for up to an additional thirty (30) day period for each of the two subsequent grants following the initial grant. The total of the initial grant plus the subsequent two grants shall not exceed ninety (90) days.
  - iii. In no event may anyone be entitled to more than ninety (90) days from the sick leave bank in the aggregate over any three (3) year rolling period.

The Superintendent or the Superintendent's designee, in their sole discretion, may grant exceptions to the above limitation in order to extend the grant of sick leave bank days beyond the above limitations. The Superintendent's/ Designee's granting or denial of exceptions shall not be subject to grievance or arbitration.

- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four members. Two members shall be designated by the Superintendent ~~Sick Leave Bank Committee~~ to serve at it's the Superintendent's discretion and two members shall be designated by the Association.\* The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and

the amount of leave to be granted. In addition to the requirements and limitations in Sections A, C, and D above, the following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness;
  2. Prior utilization of all eligible sick leave.
- G. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's member's annual fifteen (15) days of sick leave.
- H. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

\*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.

10. Article 10: Parental Leave (pp. 18-19)

Replace Article 10 with the following (new language underlined; deleted language struck):

**ARTICLE 10**  
**Parental Leave**

**Section 1:** An employee who has been employed for at least ninety (90) calendar days may request parental leave for the purpose of birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. An employee who is requesting Parental Leave shall notify the Human Resources Department, in writing, specifying the expected dates of the leave of absence. The notification shall be provided as far in advance as possible, but at least four (4) weeks before the leave is to begin. The purpose of such notification is to provide the employee with the required documentation from human resources and to provide the administration with as much notice as possible to make suitable arrangements for continuity with respect to the employee's assignments. Parental Leave will not be denied for failure to provide the required notice per this paragraph.

**Section 2:**

(a) Employees shall be allowed to use up to forty (40) consecutive workdays (as defined by Article 17, Section 2 above) of leave within the first six months of a child's life or placement of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. The first ~~ten (10)~~ thirteen (13) days of such leave shall be paid without deduction from any contractual leave time. Up to ~~thirty (30)~~ twenty-seven (27) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Employees who are eligible per Article 5 Section 11 can access the sick bank for this leave time.

(b) A leave of absence granted under this Article will be in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended and/or the Massachusetts Parental Leave Act (MPLA), General Laws Chapter 149, Section 105D, whichever provides the most

favorable treatment to an eligible bargaining unit member. Parental Leave will run concurrently with FMLA leave and MPLA leave if the employee is eligible for such leave.

(c) If both Parents are employed by the District, each employee is entitled to up to forty (40) consecutive work days, per (a) above.

**Section 3:**

A. Employees requesting Parental Leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.

B. An employee who commences Parental Leave on or after ~~April 15~~ March 15 shall be eligible to have the remainder of that school year off plus the next school year.

C. An employee who leaves on or after March 15 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.

D. Ordinarily, an employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of forty (40) working days or less or unless the employee wishes to return immediately upon the termination of her Parental Leave pursuant to Section 2. The Superintendent or designee retains the right to determine whether to grant the request of an employee to return from leave within the school year.

**Section 4:** When the employee returns from Parental Leave (not childcare leave), the school administration will assign the teacher to the same or similar subject or grade level that he/she held at the time the leave commenced.

**Section 5:**

A. If an employee adopts or gives birth to a child toward the end of the school year or during the summer school vacation, and has received less than their allotted paid Parental Leave time per Section 2 above, the employee may choose to return to work at the beginning of the school year and forfeit the unused portion of the employee's paid Parental Leave. An employee who chooses this option shall provide notice of such selection within two weeks from the date of birth but no later than August 1 and shall receive a payment for the days forfeited at the rate established under Unit A, Article 23, Section 4 ("Summer Workshop Rate") subject to the \$100,000 cap set forth in Sections B-D below.

~~B. Beginning in August 2020, a total of \$100,000 per fiscal year will be added to the budget to fund provision A above for the Association across all units. This amount is in addition to any other amounts expended for Parental Leave benefits.~~

~~C. These payments will be calculated on a pro-rata basis based on the amount available in the total pool and on the number of requests submitted as of August 31 of that year.~~

~~1. If the amount requested under this clause totals less than \$100,000 based on requests submitted as of August 31 of that year, will receive a stipend based on the rate in Unit A, Article 22, Section 4.~~

~~2. If the amount requested under this clause totals more than \$100,000 members will receive a stipend based on the rate in Unit A, Article 22, Section 4, pro-rated based upon the total number of requests and the amount of funds available.~~

~~D.~~

11. Article 28: Health Insurance (pp. 34-36)

Starting on July 1, 2024

PPO/OOA plans: Employer (NPS) contribution for PPO/OOA plans is the dollar amount equal to:

- 75% of the premium for the EPO individual plan for PPO/OOA individual plans;
- 75% of the premiums for the EPO family plan for PPO/OOA family plans.

Starting on July 1, 2025

- 1) Deductibles: Increase Deductibles from \$250/\$500 to \$400/\$800.
- 2) Out-of-Pocket (OOP) Maximum: OOP maximum \$1000/\$2000. [no change]
- 3) Urgent Care Copay: Increase Urgent Care Copay from \$10 per visit to \$20 per visit.
- 4) Retail Care Copay: Increase Retail Care Copay by \$5 per visit to \$20 per visit.
- 5) Prescription Copays: \$20 for Tier I, \$35 for Tier II, and \$55 for Tier III. [no change]

12. Article 42: Tuition-Free Attendance (p. 55)

A. Relabel as Children of Non-Resident NTA Members Attending Newton Public Schools

B. Replace Section 1 with the following:

**Section 1:** A member employed by the Newton Public Schools who is not a resident of the City of Newton will have the option of having their child(ren) who resides in the member's residence, and for whom they have legal guardianship, enroll in one of the elementary, middle, or high schools in the Newton Public Schools, on a space available basis. Once a child is accepted for enrollment, and so long as the member remains employed by the Newton Public Schools, and the child resides with the member, the child shall be allowed to attend Newton Public Schools through grade 12 subject to the following conditions:

(i) the enrollment/continued attendance is subject to the rules and regulations that apply to Newton residents; and

(ii) the enrollment/continued attendance does not result in the likely need to add an additional classroom, or hire additional staff.

The purpose of this provision is to allow the children of non-resident member employees to attend the Newton Public Schools provided that such attendance does not result in the need to add an additional classroom or staffing. In the event enrollment or attendance of a non-resident member's child would require an additional classroom, or additional staff, the member and the member's child will be referred back to the school district of the student's residence. Reasonable efforts will be made to place siblings in the same school



if the member so requests.

Non-resident students requiring an out-of-district placement under Massachusetts or Federal special education law will be referred back to the school district of the student's residence and all rights and costs regarding such placements shall remain the obligation of the school district of actual residence. The benefit provided under this Article does not obligate the Newton Public Schools to pay out-of-district tuition costs for non-resident members' children attending the Newton Public Schools under this Article. The Newton Public Schools will work with the school district of the student's residence with a goal of providing a smooth transition.

It is further agreed that if a child(ren) of a member is approved or not approved to attend the Newton Public Schools, such attendance shall not be grounds for a grievance.

13. Appendix E Time and Learning Agreement (pp. 124-132)

Replace the Time and Learning Agreement with the new Time and Learning Agreement appended to and incorporated into this package proposal.

14. Article 17: Work Year (pp. 26-27)

A. Replace the first paragraph of Section 2 as follows:

"To provide for greater flexibility in scheduling the school calendar, the parties agree that up to three (3) conference days for teachers at the beginning of the school year may be scheduled no earlier than Monday before Labor Day. The work year for teachers will end not later than June 30 and may include the day after the last day for students."

B. Amend Section A of Section 2 by adding the following to the end of Section A: "The Committee may utilize any school days in excess of 180 as a family conference day(s) with teachers and/or for professional development/training."

15. Evaluation Working Group

A. Effective with the start of the work year following ratification of this Agreement, amend the Evaluation Handbook as follows:

Section 14, Paragraph P (Evaluation Cycle: Summative Evaluation):

Replace the "last school day in March" with "the last school day in February"

B. The Evaluation Working Group, consisting of members appointed by the Superintendent and members appointed by the NTA, shall be re-established for the purpose of collaboratively reviewing and proposing revisions to the Unit A evaluation rubrics, forms, and templates, as well as associated and related documents, and the Evaluation Handbook, which memorializes the evaluation process. The Evaluation Working Group will propose revisions to the evaluation process and documents for adoption and implementation for the 2024-2025 School Year; however, nothing prevents the Evaluation Working Group from recommending agreed upon proposed revisions to elements of the process or revised documents for implementation prior to the 2024-2025 School Year.

16. Article 31 (p. 38)  
Amend Article 31 as follows (deleted language struck):

ARTICLE 31

Lunch Program

Section 1: As professionals, teachers are concerned with all factors that affect the educational process. The elementary school lunch program influences the educational process through its potential effects upon the learning conditions and responses of students and upon the working conditions and energies of teachers. ~~Consistent with the spirit of the vote of the Committee in the spring of 1968 to establish an elementary school lunch program:~~

~~A. No teacher shall be required (or damaged by his/her refusal) to supervise any aspect of the elementary school lunch program.~~

B. The supervision of the secondary lunch program will be on a volunteer basis. In the event that not all lunchroom assignments are covered by volunteers, then such assignments will be equitably assigned by the Administration, or its designee, from the remainder of the staff.

17. Housekeeping:

- A. Article 1 Recognition (p. 1)

Amend Article 1 by:

- (i) Deleting the following titles from Section 1: enrichment coordinators, teachers in charge, learning center teachers, youth development program workers, on site work supervisor, media specialists, and resource room teachers;
- (ii) Adding "music therapists, instructional technology specialists, teachers of the visually impaired";
- (iii) Replacing: "speech and hearing specialists" with "speech and language pathologists and teachers of the deaf and hard of hearing": and
- (iv) Replacing: "coaches" with "instructional coaches"

- B. Article 15- Vacancies and Promotions (pp. 24-25)

Amend Article 15 as follows:

- (i) Replace Section 2 with the following: "Whenever a vacancy occurs in either an established or newly created position, it will be adequately posted on platforms utilized by Human Resources to advertise and post vacant positions."
- (ii) Replace Section 3 with the following "This Section intentionally left blank."
- (iii) In the first paragraph of Section 2, replace "on the faculty bulletin boards" with "on the District's website"

(iv) In Section 2, subparagraph A, replace “Written communication” with “Email communication”

(v) In Section 2, subparagraph B, replace “U.S. Mail” with “email”

C. Article 19- Full Day Kindergarten

Delete all Sections except Section 3. Amend Section 3. Class Size Limits as follows:

The district will make every effort to keep the class size of kindergarten to 23 or fewer students. If class size exceeds 23, then a school-based team including, but not limited to, the kindergarten teacher, ~~the kindergarten teaching assistant, a member of the special education team,~~ and the principal shall meet to assess the needs of the classroom in light of the class size.

D. Article 27 - Protection and Indemnity (p. 33)

(i) Amend Section 1 as follows (new language underlined; deleted language struck):

“The rights of an employee covered by this Agreement to indemnification from personal financial loss, damages and expenses, including legal fees, arising out of ~~against~~ certain negligence actions and claims and to legal assistance in defending such claims will be governed by the provisions of Massachusetts General Laws, Chapter 258, Section 9.”

(ii) Amend Section 4 by adding “gross negligence or reckless or wrongful conduct” after the word “negligence”.

(iii) Delete Section 5 and replace with: “This Section intentionally left blank.”

E. Article 43 –Inclusion of Specifically Designated Students (pp. 55-57)

Delete the title and the entirety of Article 43 and replace with: “This Article intentionally left blank.”

F. Delete Appendix F - Side Letters Unit A 2015-2018. (expired)

G. Article 14:

(i) In subsection on exceptions in Section 2 at paragraph C (p. 22), replace “affirmative action, accomplishments, and aims” with “diversity, equity and inclusion (DEI) goals”

(ii) In Section 3, subparagraph C (p. 23):

- a. replace “posting in each building” with “posting on the District’s website”
- b. replace “an automated telephone access system” with “the District’s website”
- c. replace “by U.S. Mail” with “by email”
- d. delete the final paragraph in Section 3 (obsolete)

(iii) In Section 5 F. replace “notified by certified mail” with “notified by email”

- H. In Section 3, replace “an automated telephone access system” with “the District’s website” in the first sentence and replace “U.S. Mail” in the second sentence with “email”.

**Newton School Committee's Package Proposal<sup>1</sup>**

Memorandum of Agreement

Between

The Newton School Committee

And

The Newton Teachers Association – Unit B

The Newton School Committee (“Committee”) and the Newton Teachers Association Unit B (“Union”), collectively referred to as the “Parties”, agree to enter into a collective bargaining agreement from September 1, 2023 to August 31, 2026. The effective provisions of the Parties’ September 1, 2020 to August 31, 2023 collective bargaining agreement will remain in effect with the following changes:

1. Article 39: Duration (p. 45)<sup>2</sup>

- A. Amend Section 1 by replacing “September 1, 2020” with “September 1, 2023” and by replacing “August 31, 2023” with “August 31, 2026”
- B. Amend Section 2 by replacing “Effective September, 1, 2015 salaries” with “Salaries” (housekeeping)
- C. Amend Section 3 by replacing “September 1, 2023” with “September 1, 2026” and by replacing “October 15, 2022” with “October 15, 2025”.

2. Article 31: Salaries (pp. 32-41)

- A. Section 1: Delete obsolete language and update Appendix references. (housekeeping)
- B. Section 4: Amend Section 4 as follows (new language underlined; deleted language struck):

~~In the 2020-2021 school year, February 1<sup>st</sup> is the anniversary date of step increases for all Unit B members.~~

~~In the 2021-2022 school year, January 1<sup>st</sup> is the anniversary date of step increases for all Unit B members.~~

In the 2022-2023, 2023-2024, and 2024-2025 school years, December 1<sup>st</sup> is the anniversary date of step increases for all Unit B members.

In the 2025-2026 school year, November 1<sup>st</sup> is the anniversary date of step increases for

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<sup>2</sup> Page numbers refer to the 2020-2023 integrated CBA produced by the Committee.

all Unit B members.

The anniversary date for step increases to coaches' salaries is September 1<sup>st</sup>.

C. Section 5: Replace Section 5 in its entirety with the following:

(1) Fiscal Year 2024

Effective September 1, 2023, a 1.90% increase will be applied to Step 11 in the salary schedules in Appendix A, Appendix B, and Appendix C.

Effective September 1, 2023, a 1.50% increase will be applied to the salary schedules in Appendix A, Appendix B, and Appendix C for all Steps except Step 11.

(2) Fiscal Year 2025

Effective September 1, 2024, a 2.00% increase will be applied to Step 11 in the salary schedules in Appendix A, Appendix B, and Appendix C.

Effective September 1, 2024, a 1.60% increase will be applied to the salary schedules in Appendix A, Appendix B, and Appendix C for all Steps except Step 11.

(3) Fiscal Year 2026

Effective September 1, 2025, a 2.10% increase will be applied to Step 11 in the salary schedules in Appendix A, Appendix B, and Appendix C.

Effective September 1, 2025, a 1.60% increase will be applied to the salary schedules in Appendix A, Appendix B, and Appendix C for all Steps except Step 11.

D. Section 6: Coaches' Salaries and Stipends: Replace Section 6 in its entirety with the following:

(1) Fiscal Year 2024

Effective September 1, 2023, a 1.5% increase will be applied to the coaches' salary schedules.

(2) Fiscal Year 2025

Effective September 1, 2024, a 1.6% increase will be applied to the coaches' salary schedules.

(3) Fiscal Year 2026

Effective September 1, 2025, a 1.6% increase will be applied to the coaches' salary schedules.

3. Appendix D

- A. Effective September 1, 2023, move “Cheerleaders” and “Dance” from Groupe VI to Group V.
- B. Effective September 1, 2023, amend the following line in Elementary & Pre-K Stipends as follows (new language underlined; deleted language struck):

NEW- Student Club/Activity Advisor (e.g. Student Council) (up to ~~3~~ 6 per elementary school)

4. Appendix E

Effective September 1, 2023, eliminate the High School “Recycling Coordinator” stipend and add a stipend for “Green Team Coordinator” (under Citywide Stipends) paid at the Group B rate.

5. Article 38: Retirement (p. 45)

Add the following new Section 2 to Article 38 Retirement:

Section 2: Effective September 1, 2023, employees who give notice of retirement at least six (6) months prior to their last day of work and who work through the end of their work year shall receive five hundred dollars (\$500) in addition to the benefit provided in Section 1 of this Article.

6. Article 19: Tuition Cost (p. 23)

A. Section 3 (Children of Unit B members)

- (i) Relabel as Children of Non-Resident NTA Members Attending Newton Public Schools
- (ii) Replace Section 3 with the following:

**Section 3:** A member employed by the Newton Public Schools who is not a resident of the City of Newton will have the option of having their child(ren) who resides in the member’s residence, and for whom they have legal guardianship, enroll in one of the elementary, middle, or high schools in the Newton Public Schools, on a space available basis. Once a child is accepted for enrollment, and so long as the member remains employed by the Newton Public Schools, and the child resides with the member, the child shall be allowed to attend Newton Public Schools through grade 12 subject to the following conditions:

(i) the enrollment/continued attendance is subject to the rules and regulations that apply to Newton residents; and

(ii) the enrollment/continued attendance does not result in the likely need to add an additional classroom, or hire additional staff.

The purpose of this provision is to allow the children of non-resident member employees

to attend the Newton Public Schools provided that such attendance does not result in the need to add an additional classroom or staffing. In the event enrollment or attendance of a non-resident member's child would require an additional classroom, or additional staff, the member and the member's child will be referred back to the school district of the student's residence. Reasonable efforts will be made to place siblings in the same school if the member so requests.

Non-resident students requiring an out-of-district placement under Massachusetts or Federal special education law will be referred back to the school district of the student's residence and all rights and costs regarding such placements shall remain the obligation of the school district of actual residence. The benefit provided under this Article does not obligate the Newton Public Schools to pay out-of-district tuition costs for non-resident members' children attending the Newton Public Schools under this Article. The Newton Public Schools will work with the school district of the student's residence with a goal of providing a smooth transition.

It is further agreed that if a child(ren) of a member is approved or not approved to attend the Newton Public Schools, such attendance shall not be grounds for a grievance.

B. Section 4 (Tuition reimbursement)

- (i) Amend Section 4, paragraph A as follows (new language underlined; deleted language struck):

"The maximum amount of reimbursement is ~~\$750~~ one thousand dollars (\$1,000) per individual seeking licensure per contract year; ~~\$600~~ seven hundred fifty dollars (\$750) per individual per contract year for all other applicants."

- (ii) Add a new paragraph to Section 4 as follows:

Although the tuition reimbursement fund in this Article is designed to reimburse employees for the tuition cost for graduate-level courses with prior approval of the School Department, an employee may request prior approval for tuition reimbursement of non-graduate credit professional development with the prior approval of the employee's supervisor outside of the NTA and Human Resources.

7. Article 5: Sick Leave (pp. 5-9)

- A. Amend Section 5 as follows (new language underlined; deleted language struck):

Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury, with the following exceptions:

An employee covered by this Agreement may use up to ~~eleven (11)~~ fourteen (14) of his or her their ~~fifteen (15)~~ annual personal sick days per work year for an close family member's or dear friend's illness or injury.

- B. Replace Section 12 Sick Leave Bank (pp. 8 – 9) with the following:

- A. There shall be a sick leave bank for use by eligible members covered by this Agreement who have exhausted their own sick leave. Eligible members who



qualify under one of ~~have~~ 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).

Employees must have been employed by the Newton Public Schools for a minimum of one full year (12 months) prior to the date of the request for sick leave bank benefits.

- B. At the beginning of every school year, members of the professional staff covered by this Agreement shall each contribute one (1) day of their annual fifteen (15) days of sick leave in order to fund the bank.\* There shall be no accumulation of unused sick leave bank days beyond each applicable school year.
- C. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- D. Upon completion of an initial grant of sick leave bank benefits not to exceed a thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant, but limited as provided below:
  - i. For employees who have completed their first year of employment, but have not yet completed their second year of employment, the Sick Leave Bank Committee may extend their entitlement once for up to an additional thirty (30) days beyond the initial grant. The total of the initial grant and the subsequent grant shall not exceed sixty (60) days.
  - ii. For employees who have completed at least two full years of employment, the Sick Leave Bank Committee may extend their entitlement twice for up to an additional thirty (30) day period for each of the two subsequent grants following the initial grant. The total of the initial grant plus the subsequent two grants shall not exceed ninety (90) days.
  - iii. In no event may anyone be entitled to more than ninety (90) days from the sick leave bank in the aggregate over any three (3) year rolling period.

The Superintendent or the Superintendent's designee, in their sole discretion, may grant exceptions to the above limitation in order to extend the grant of sick leave bank days beyond the above limitations. The Superintendent's/ Designee's granting or denial of exceptions shall not be subject to grievance or arbitration.

- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four members. Two members shall be designated by the Superintendent ~~Sick Leave Bank Committee~~ to serve at ~~it's~~ the Superintendent's discretion and two members shall be designated by the Association.\* The Sick

Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. In addition to the requirements and limitations in Sections A, C, and D above, the following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness;
  2. Prior utilization of all eligible sick leave.
- G. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the ~~teacher's~~ member's annual fifteen (15) days of sick leave.
- H. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

\*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.

8. Article 10: Parental Leave, Section 5 (pp. 14-15)  
Effective September 1, 2023, amend Article 10 as follows (new language underlined; deleted language struck):

#### Parental Leave

**Section 1:** An employee who has been employed for at least ninety (90) calendar days may request Parental Leave for the purpose of birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. An Employee who is requesting parental leave shall notify the Human Resources Department, in writing, specifying the expected dates of the leave of absence. The notification shall be provided as far in advance as possible, but at least four (4) weeks before the leave is to begin. The purpose of such notification is to provide the employee with the required documentation from human resources and to provide the administration with as much notice as possible to make suitable arrangements for continuity with respect to the employee's assignments. Parental Leave will not be denied for failure to provide the required notice per this paragraph.

**Section 2:** (a) Employees shall be allowed to use up to forty (40) consecutive work days ~~(as defined by Article 17, Section 2 above)~~ of leave within the first six months of a child's life or placement of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. The first ~~ten (10)~~ thirteen (13) days of such leave shall be paid without deduction from any contractual leave time. Up to ~~thirty (30)~~ twenty-seven (27) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Employees who are eligible per Article 5 Section 12 can access the sick bank for this leave time.

(b) A leave of absence granted under this Article will be in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended

and/or Massachusetts Parental Leave Act (MPLA) General Laws Chapter 149, Section 105D, whichever provides the most favorable treatment to an eligible bargaining unit member. Parental Leave will run concurrently with FMLA and MPLA leave if the employee is eligible for such leave.

(c) If both Parents are employed by the District, each employee is entitled to up to forty (40) consecutive work days, per (a) above.

**Section 3:**

A. Employees requesting Parental Leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.

B. An employee who commences Parental Leave on or after ~~April 15~~ March 15 shall be eligible to have the remainder of that school year off plus the next school year.

C. An employee who leaves on or after March 15 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.

D. Ordinarily, an employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of forty (40) working days or less or unless the employee wishes to return immediately upon the termination of her disability. The Superintendent or designee retains the right to determine whether to grant the request of an employee to return from leave within the school year.

**Section 4:**

When the Employee returns from Parental Leave (not childcare leave), the school administration will assign the teacher to the same or similar subject or grade level that he/she held at the time the leave commenced.

**Section 5:**

A. If an employee adopts or gives birth to a child toward the end of the school year or during the summer school vacation, and has received less than their allotted paid Parental Leave time per Section 2 above, the employee may choose to return to work at the beginning of the school year and forfeit the unused portion of the employee's paid Parental Leave. An employee who chooses this option shall provide notice of such selection within two weeks from the date of birth but no later than August 1 and shall receive a payment for the days forfeited at the rate established under Unit A, Article 22, Section 4 ("Summer Workshop Rate") subject to the \$100,000 cap below in Sections B-D.

~~B. Beginning in August 2020, a total of \$100,000 per fiscal year will be added to the budget to fund provision A above for the Association across all units. This amount is in addition to any other amounts expended for Parental Leave benefits.~~

C. ~~These payments will be calculated on a pro-rata basis based on the amount available in the total pool and on the number of requests submitted as of August 31 of that year.~~

1. ~~If the amount requested under this clause totals less than \$100,000 based on requests submitted as of August 31 of that year, will receive a stipend based on the rate in Unit A, Article 22, Section 4.~~

2. ~~If the amount requested under this clause totals more than \$100,000 members will receive a stipend based on the rate in Unit A, Article 22, Section 4, pro-rated based upon the total number of requests and the amount of funds available.~~

D. ~~This benefit will be paid upon return to work regardless of whether the employee returns to work at the beginning of the school year or the employee takes unpaid leave, as long as they are still an NPS employee.~~

9. Article 24: Health Insurance (pp. 24-28)

Starting on July 1, 2024

PPO/OOA plans: Employer (NPS) contribution for PPO/OOA plans is the dollar amount equal to:

- 75% of the premium for the EPO individual plan for PPO/OOA individual plans;
- 75% of the premiums for the EPO family plan for PPO/OOA family plans.

Starting on July 1, 2025

- 1) Deductibles: Increase Deductibles from \$250/\$500 to \$400/\$800.
- 2) Out-of-Pocket (OOP) Maximum: OOP maximum \$1000/\$2000. [no change]
- 3) Urgent Care Copay: Increase Urgent Care Copay from \$10 per visit to \$20 per visit.
- 4) Retail Care Copay: Increase Retail Care Copay by \$5 per visit to \$20 per visit.
- 5) Prescription Copays: \$20 for Tier I, \$35 for Tier II, \$55 for Tier III. [no change]

10. Appendix F: Time and Learning Agreement (pp. 148-156)

Replace the Time and Learning Agreement with the new Time and Learning Agreement appended to and incorporated into this package proposal.

11. Article 15: Work Day- Work Year (pp. 19-21)

A. Replace the first paragraph of Section 3 as follows:

“To provide for greater flexibility in scheduling the school calendar, the parties agree that up to three (3) conference days for educators at the beginning of the school year may be scheduled no earlier than Monday before Labor Day. The work year for educators will end not later than June 30 and may include the day after the last day for students.”

B. Amend Section A of Section 3 by adding the following to the end of Section A: “The Committee may utilize any school days in excess of 180 as a family conference day(s) with teachers or for professional development/training.”

12. Housekeeping:

- A. Article 1 Recognition (p. 1)  
Amend Section 1 by deleting the term “Administrative Assistants”;
- B. Article 16 Vacancies and Promotions (pp. 21-22)
  - (i) Replace Section 2 with the following: “Whenever a vacancy occurs in either an established or newly created position, it will be adequately publicized through the school administration technology software and platforms utilized by Human Resources to advertise and post vacant positions.”
  - (ii) Replace Section 3 with the following: “This Section intentionally left blank.”
- C. Article 20 Positions in Summer School and Continuing Education Program (pp. 23-24)
- D. Delete the title and entirety of Article 23 and replace with: “This Article intentionally left blank.”
- E. Article 23 Indemnification (p. 25)
  - (i) Amend Section 1 as follows (new language underlined; deleted language struck):  
“The rights of an employee covered by this Agreement to indemnification from personal financial loss, damages and expenses, including legal fees, arising out of ~~against~~ certain negligence actions and claims and to legal assistance in defending such claims will be governed by the provisions of Massachusetts General Laws, Chapter 258, Section 9.”
  - (ii) Amend Section 4 by adding “gross negligence or reckless or wrongful conduct” after the word “negligence”.
  - (iii) Delete Section 5 and replace with: “This Section intentionally left blank.”
- F. Article 27 Section 1: Amend Section 1 as follows (Housekeeping per MGL. C. 71, sec. 41):  
“No staff member Unit B administrator who has served in the administrator’s position in the Newton Public Schools for three consecutive years shall be dismissed or demoted will be disciplined without just good cause.”
- G. Article 37 Inclusion of Specifically Designated Students (pp. 43-44)  
Delete the title and the entirety of Article 43 and replace with “This Article intentionally left blank.”
- H. Appendix G: Side Letters Unit B (expired)
- I. Article 13 (pp. 17-19)  
In Section 3 C replace “an automated telephone access system” with “the District’s website” and replace “U.S. Mail” with “email”

## TIME AND LEARNING AGREEMENT

*(Attempting to preserve the numbering as is wherever possible. Yellow highlighting indicates identical to NTA Counter on 6-26-23)*

### PREAMBLE

The Newton School Committee (the Committee) and the Newton Teachers Association (the Association) acknowledge that the Time and Learning regulations issued by the Department of Education pursuant to its mandate under the Education Reform Act of 1993 warrant a change in the existing practices with respect to total teacher hours of employment, length of school day, and work load. In an effort to develop mutually satisfactory changes in the afore-mentioned existing practices, the parties hereby agree on the following Time and Learning changes\*:

### ELEMENTARY SCHOOLS

1. The weekly hours for students will be:
  - four (4) days of six (6) hours and 40 minutes (regular school day) and
  - one (1) day of four (4) hours and 20 minutes (“weekly short day”). *(New #1 added to replace #7)*
- ~~1. Thursdays will be a regularly scheduled day, eliminating the “Thursday Afternoon Program.”~~
2. The regular work day for all elementary teachers will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day shall conclude at the same time daily, which shall be 10 minutes after student dismissal time on a regular school day. ~~will end 10 minutes after the students are dismissed from school;~~
3. The Newton Public Schools will ~~offer~~ provide citywide professional development during the regular school day ~~in either a half or full day timeframe.~~ Teachers will be released from their regular teaching duties and provided with appropriate coverage to attend district professional development sessions, ~~during this time,~~ and the district will provide appropriate coverage.
4. The parties acknowledge and agree that the weekly short day afternoon release time shall be designated for the purposes of professional collaboration, meetings (such as staff, grade level, and department meetings), and learning in support of school, department, and district goals, and these activities will continue to be subject to the direction and approval of the principal or principal’s designee. The weekly short day afternoon release time shall also provide classroom teachers with at least three hours of personal planning time per month (four hours in a month that has five weekly short days). The district reserves the right to use 4 hours per year from this personal planning time for urgent, unexpected, or mandated district-wide staff training or professional development. ~~Tuesday afternoon~~

release time will be used as follows:

- a. ~~Building principals may schedule one staff meeting per month from 1:15 to 3:20.~~
  - b. ~~The parties agree to set aside three (3) or four (4) Tuesday afternoons per month (three when there are four Tuesdays in a month and four when there are five) for one hour of Professional Learning Community [PLC] time) and one hour of personal planning time.~~
  - c. ~~Beginning in the 2017-2018 school year, Special Education Teachers, ELL Teachers, and special area teachers have an average of 4 hours per month unassigned on Tuesday afternoons. Special Education Teachers and ELL Teachers act as consultants for grade level PLC teams and attend those meetings as needed up to 1 hour per month, with the remaining 3 hours being reserved for personal planning.~~
  - d. ~~Specialists, ELL teachers and Special Education Teachers (e.g., SW/Psych, OT, Learning Center, Speech/Language, PE, Art, Music, Library etc.) may have up to one Tuesday meeting per month with members of their respective departments in addition to the building staff meetings.~~
  - e. ~~Special Education Teachers and ELL Teachers will have an average of three (3) hours of personal planning time each month, with flexibility from month to month. They may participate in PLCs on the remaining Tuesdays. While on occasion building or other administrators may request and/or require that these educators attend a particular PLC, the professional judgment of the educator concerning when and how to most effectively participate in PLCs should be respected.~~
  - f. ~~Social Workers and Psychologist and Specialist teachers will continue to reserve one Tuesday per month to use as a job alike PLC.~~
  - g. Specialists, special educators, and ELL teacher schedules shall include the equivalent of the additional weekly short day personal planning time (180 minutes of planning time per month; 240 minutes in a month with 5 weekly short days). Such time may occur on weekly short day afternoons and/or during the regular school day, provided it is in increments of at least 30 minutes within the regular school day.
  - h. Instructional coaches will ~~modify~~ develop their schedules to allow for the equivalent of the Tuesday weekly short day planning time during the school day so that they can dedicate weekly short day afternoons to professional collaboration and consulting with colleagues during attend the maximum number of PLCs:
  - i. Teachers will continue to use the Tuesday weekly short day afternoons adjacent to the two District-wide early release teacher discretion Thursdays at their discretion. (See the replacement language below for section 11 of the Elementary Section of the Time and Learning Agreement.
5. The Elementary Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene as needed for the purposes of overseeing implementation of the Agreement and resolving related problems.

~~A joint subcommittee of the Elementary Oversight Committee will be established for the~~

~~express purpose of overseeing the Thursday Afternoon Program.~~

6. ~~There will be one (1) faculty/staff meeting per month. This section intentionally left blank.~~
7. ~~The hours for students will be four (4) days (M, W, Th, F) from 8:10 AM 8: AM to 2:50 PM, and one (1) day (Tuesday) from 8:10 8:35 AM to 12:30 12:30 PM. (See New #1 above) This section intentionally left blank.~~
8. The district will schedule up to and including six (6) District-wide early release days Thursdays per year at approximately six (6) week intervals. Of these six, four may be used for district or building based professional development or training, and two shall continue to be used at the teachers' discretion during the elementary conference periods.
9. The Committee will have the option to permanently change the weekly short day dismissal time by extending the dismissal time by fifteen (15) minutes.

~~The Committee will have the option, beginning with the 2016-2017 school year, to permanently change the Tuesday elementary dismissal time to 12:45 pm from 12:30 pm. If the Committee exercises this option and if the terms of the Memorandum of Agreement (MOA) dated April 27, 2015, which changed the start time to 8:25 am are no longer being observed, then the restriction on the use of additional time for social and emotional learning purposes will remain in effect through the 2017-2018 school year as described in the MOA.~~

~~If the Committee exercises this option, preparation time for all elementary school teachers will, at the same time, increase to a minimum of 180 minutes per week. This increase will be effective concurrent with the change in the elementary dismissal time. all The Tuesday elementary school day work days for elementary teachers will remain the same length, even with contact time increasing by fifteen (15) minutes on the weekly short days. The thirty (30) minute duty free lunch time, as well as allocation of adequate travel time for teachers, would remain in effect.~~

~~The School Committee and the Association acknowledge that there may be recommendations from a Joint Committee to be established during the 2015-2016 school year (pursuant to the clause "Elementary/Middle School Time Issues: Thursday Afternoon Program") that may lead to changes in this Committee option. Any such changes are subject to approval by the Committee and the Association.~~

## Secondary

### BIGELOW, DAY, AND OAK HILL MIDDLE SCHOOLS

1. The weekly hours for student will be:



- four (4) days of 6.5 hours
- one (1) day of 5.75 hours (weekly short day),

for a total of 31.75 hours (1905 minutes) per week. The goal is to minimize the spread in the start/stop time among the 4 middle schools.

2. The regular work day will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day will end 10 minutes after the students are dismissed from school, except for weekly short days when the regular work day for teachers will end at the end of the teacher work day. Time during the regular work day not already assigned for direct work with students, collaboration, other meetings or lunch shall continue to be considered preparation time, for the general purpose of preparing for instruction or for additional collaboration with other educators, and teachers will be available as needed.
3. There will be up to and including four (4) six (6) special early release days during the year when students are dismissed after at least 3 hours of instructional time at 11:30.
4. ~~Teachers will have up to 1215 minutes/week of contact time with students. On weekly short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 90 minutes.~~
5. Teachers may be assigned up to and including two three (3) duties per six-day cycle (which may include advisory). ~~include advisory as an option).~~
6. Teachers will have one (1) duty-free lunch period/day based on the building schedule.
7. Teachers will have up to ~~five (5)~~ periods every two (2) cycles for scheduled team and Grade-Level Department meetings at least one period of unscheduled preparation time each day unless this time has been allocated pursuant to Article 16, Section 2 of the contract (reference to coverage agreement). The focus of team, GLD and other collaborative meetings will continue to be subject to the direction and approval of the principal or the principal's designee.
8. Teachers (e.g., SPED teachers) who are regularly scheduled for more than two (2) meetings per cycle ~~will be compensated with additional preparation time for scheduled meetings above the two (2) per cycle. This section intentionally left blank.~~
9. ~~Homeroom and advisory will continue to be school-based decisions. This section intentionally left blank.~~
10. ~~All teachers will have an average of nine and one-half (9.5) preparation periods/cycle or fifty-seven (57) preparation periods over a six cycle period. Preparation time is defined as time during which the teacher has no direct service time with students. It is the goal of the Committee and the Association to balance the teaching load of all teachers equitably.~~
11. ~~Homeroom, lunch and passing time are not counted as part of the 1215 minutes/week. This section intentionally left blank.~~
12. Team teachers will have up to 24 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 30 periods per cycle. Team teachers will have up to and including 4 additional periods working with students.
13. ~~The Committee and Administration do not intend to make any significant changes in the~~

~~split between core contact time and other student learning time (OSLT/Academic Responsibilities) beyond what is in the proposed schedules for the 2001-2002. This section intentionally left blank.~~

14. The Committee and/or the Administration will consult the Association prior to any significant changes being made to the ~~split between core contact time and OSLT/Academic Responsibilities~~ middle school schedule framework, except in exigent circumstances. ~~The Committee recognizes its obligation to bargain with the Association over mandatory subjects of collective bargaining.~~
15. The Middle School Oversight Committee, with an equal number of members appointed by the Superintendent and the Association, will convene as needed for ~~continue to meet for the continue to meet for~~ the purpose of overseeing implementation of this Agreement and resolving related problems.

### BROWN MIDDLE SCHOOL

1. The weekly hours for student will be:
  - four (4) days of 6.5 hours
  - one (1) day of 5.75 hours (weekly short day), for a total of 31.75 hours (1905 minutes) per week.

The goal is to minimize the spread in the start/stop time among the 4 middle schools.
2. The regular work day will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day will end 10 minutes after the students are dismissed from school, except for weekly short days when the regular work day for teachers will end at the end of the teacher work day. Time during the regular work day not already assigned for direct work with students, collaboration, other meetings or lunch shall continue to be considered preparation time, for the general purpose of preparing for instruction or for additional collaboration with other educators, and teachers will be available as needed.
3. There will be up to and including ~~our (4)~~ six (6) special early release days during the year when students are dismissed after at least 3 hours of instructional time at 11:30.
4. ~~Teachers will have up to 1215 minutes/week of contact time with students.~~ On weekly short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 90 minutes.
5. Teachers may be assigned up to and including ~~two~~ three (3) duties per six-day cycle (which may include advisory). ~~include advisory as an option~~.
6. Teachers will have one (1) duty-free lunch period/day based on the building schedule.
7. Teachers will have up to five (5) periods every two (2) cycles for scheduled team and Grade Level Department meetings at least one period of unscheduled preparation time each day unless this time has been allocated pursuant to Article 16, Section 2 of the contract (reference to coverage agreement). The focus of team, GLD and other

- collaborative meetings will continue to be subject to the direction and approval of the principal or the principal's designee.
8. ~~Teachers (e.g., SPED teachers) who are regularly scheduled for more than two (2) meetings per cycle will be compensated with additional preparation time for scheduled meetings above the two (2) per cycle. This section intentionally left blank.~~
  9. ~~Homeroom and advisory will continue to be school-based decisions. This section intentionally left blank.~~
  10. ~~All teachers will have an average of eight (8) preparation periods/cycle or forty-eight (48) preparation periods over a six-cycle period. Preparation time is defined as time during which the teacher has no direct service time with students. It is the goal of the Committee and the Association to balance the teaching load of all teachers equitably.~~
  11. ~~Homeroom, lunch and passing time are not counted as part of 1215 minutes/week. This section intentionally left blank.~~
  12. Team teachers will have up to 20 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 25 periods per cycle. Team teachers will have up to and including 4 additional periods working with students.
  13. ~~The Committee and Administration do not intend to make any significant changes in the split between core contact time and other student learning time (OSLT/Academic Responsibilities) beyond what is in the proposed schedules for 2001-2002. This section intentionally left blank.~~
  14. The Committee and/or the Administration will consult the Association prior to any significant changes being made to the ~~split between core contact time and OSLT/Academic Responsibilities.~~ middle school schedule framework, except in exigent circumstances. The Committee recognizes its obligation to bargain with the Association over mandatory subjects of collective bargaining.
  15. The Middle School Oversight Committee, with an equal number of members appointed by the Superintendent and the Association, will convene as needed for ~~continue to meet for the continue to meet for~~ the purpose of overseeing implementation of this Agreement and resolving related problems.

### **HIGH SCHOOL TIME AND LEARNING AGREEMENT**

The following agreement allows that minor changes may be made to the current high school schedule developed by a joint committee of educators from Newton North, Newton South and the Newton Public Schools and completed during the 2018-19 school year, to allow for unanticipated contingencies, such as accommodation to bus schedules, response to faculty feedback, etc., by the High School Joint Oversight Committee.

~~The following agreement is specific to the proposed high school schedule developed by a joint committee of educators from Newton North, Newton South and the Newton Public Schools and completed during the 2018-19 school year. The agreement allows that minor changes may be~~

made to the schedule to allow for unanticipated contingencies, such as accommodation to bus schedules, response to faculty feedback, etc., by the High School Joint Oversight Committee.

Upon ratification of the 2019-2020 and 2020-2023 Units A, B, and C contracts, Section 1 of the revised High School Time and Learning Agreement below will come into immediate effect, charging the High School Joint Oversight Committee (HSJOC), among the responsibilities listed below, and within the parameters of its charge, with determining whether, when and how the new schedule shall be implemented. Section 8 will also immediately come into effect.

The remaining sections of this revised High School Time and Learning Agreement will take effect upon implementation of the new schedule. The High School Time and Learning agreement from the 2015-18 NTA-NPS Contract will remain in effect until a new schedule is implemented.

1. Within 30 days of ratification of this Agreement, the Association and School Committee will appoint an equal number of representatives to the High School Joint Oversight Committee. Both the Association and the School Committee may appoint members of Unit B as their respective representatives, but for purposes of tallying the number of members appointed by the Association and the School Committee, a Unit B member shall count either as a representative of the Association, or as a representative of the School Committee.

The High School Joint Oversight Committee will convene for the purpose of overseeing implementation of the Agreement and resolving related problems. Prior to implementing the new schedule, the HSJOC shall:

- By majority vote determine whether and when to implement the new high school schedule. Said implementation shall occur no sooner than September 2021.
- To account for unanticipated contingencies, make minor modifications to the proposed schedule:
- Present recommendations on the organization and administration of flexible learning time:
- Create guidelines for part-time educators regarding duties, responsibilities during flex time, Tuesday afternoon meeting time, and professional half days:
- Bring clarity to what counts as an academic duty.
- Assess and make recommendations regarding the translation of courses that currently meet 2 days per week to the new schedule format.

Once the new schedule is implemented, the High School Joint Oversight Committee shall:

- Review the impact of a new schedule and assess its implementation, including the organization and administration of flexible learning time, effectiveness of professional development offered, and other impacts:
- Make recommendations to the Committee and the Association about any changes to the start and end time for the high school day.
- Make recommendations to the Committee and the Association should any need arise for significant changes to the schedule for the two high schools. Any changes to the high school schedules other than those contemplated in this agreement shall be subject to bargaining and ratification by the parties.

1. The High School Joint Oversight Committee will convene as needed for the purpose of overseeing implementation of this Agreement and resolving related problems. The Association and Superintendent will appoint an equal number of representatives to the High School Joint Oversight Committee. Both the Association and the School Committee may appoint members of Unit B as their respective representatives, but for purposes of tallying the number of members appointed by the Association and the Superintendent, a Unit B member shall count either as a representative of the Association or as a representative of the Superintendent.

The High School Joint Oversight Committee shall:

- Review the impact of the schedule and assess its implementation, including the organization and administration of flexible learning time, effectiveness of professional development offered, and other impacts.
- Make recommendations to the Committee and the Association should any need arise for significant changes to the schedule for the two high schools. Any changes to the high school schedules other than those contemplated in this agreement shall be subject to bargaining if and to the extent required by law.

2. The Committee recognizes its obligation to bargain with the Association over mandatory subjects of collective bargaining, including changes to the provisions of this High School Time and Learning Agreement to the extent required by law.

~~3. For the 2020-2021 school year, at least seventy-five percent (75%) of total time spent professionally (on Tuesday afternoons and half days) will be designed to support instruction in the new schedule. Educators will spend at least half of this time collaborating with each other on instructional change and curricular development.~~

~~In the first year of implementation of the new schedule, at least seventy-five percent 75% of total time spent professionally (on Tuesday afternoons and half days) will be designed to support instruction in the new schedule. Educators will spend at least half of this time collaborating with each other on instructional change and curricular development.~~

~~In the second year of implementation of the new schedule, over fifty percent (50%) of total time spent professionally (on Tuesday afternoons and half days) will be designed to support instruction in the new schedule. Educators will spend at least half of this time collaborating with each other on instructional change and curricular development.~~

~~The Committee and the Association agree that no major initiatives not related directly to supporting instruction shall be implemented in the high schools during the year prior to implementation of the new schedule, and in the first year of its implementation.~~

~~In the event of a catastrophic event or other emergency, the above goals will not apply.~~

3. The regular work day for teachers will begin 10 minutes before the first class of the students' school day and the regular work day will end 10 minutes after the students are dismissed from school, except as indicated in #10 below. Time during the regular work day not already assigned for direct work with students, collaboration, other meetings (including IEP meetings) or lunch shall continue to be considered preparation time, for the general purpose of preparing for

instruction or for additional collaboration and meeting time with other educators and other school related business, and teachers will be available as needed.

4. Teachers of English, English Language Learners, History and Social Science, Mathematics, Science, Engineering, World Language shall be required to teach four (4) year-long classes or the equivalent. Special education teachers teaching a full load of courses or supporting students in the above subject areas will also teach four (4) classes or the equivalent. All other teachers shall teach five (5) year-long classes or the equivalent.

5. Teachers shall not be assigned traditional duties. Teachers who teach four (4) classes may be assigned academic duties with a maximum requirement of ~~two (2)~~ three (3) duties/week depending on teacher workload.

Teachers who teach five (5) classes may be assigned academic duties with a maximum requirement of one (1) duty/week depending on teacher workload. Unit B members may not be assigned regularly occurring duties.

Academic duties may include but are not limited to administering student assessments, including IEP-related testing, and attending or leading IEP team meetings.

Teachers may volunteer in writing, on a yearly basis, preferably prior to the close of the school year each June, to exchange up to ~~two (2)~~ three (3) academic duties for up to ~~two (2)~~ three (3) voluntary traditional duties.

Traditional duties shall be defined as hall duty, cafeteria duty, and detention duty.

Teachers who volunteer for traditional duties will send the signed form to the Principal/Vice Principal for assignment.

6. Flexible learning blocks in the schedule will be used for student flexible learning time facilitated by teachers, as well as teacher collaboration time, as specified below:

- The schedule will include no more than 260 minutes of flexible learning time per 5-day week;
- Teachers may be assigned to work with students during flexible learning time up to three hundred and forty (340) minutes every two 5-day weeks;
- Educators (with exceptions noted below) shall be assigned at least 100 minutes of teacher collaboration time during flexible learning time every two 5-day weeks; educators may elect to work up to fifty minutes more every two weeks with students, taken from collaboration time.
- Counselors and psychologists shall be assigned 100 minutes of collaboration time every two 5-day weeks; collaboration time for counselors and psychologists may be assigned during teaching blocks rather than flexible learning blocks in order to maximize counselor and psychologist availability for students during flexible learning time. This time for collaboration is in addition to shorter-day weekly Tuesday meeting time or professional half days.
- Educators shall not be assigned more than 10 flexible learning blocks, including student flexible learning time and collaboration time, every two 5-day weeks.

- Flexible learning blocks may be used to assign Unit C members collaboration and/or planning time.
- Unit B members will be fully engaged during flexible learning blocks. They will participate in supporting student learning and faculty collaboration during flexible learning blocks on a floating basis.
- Part-time staff will be assigned responsibilities proportional to their FTEs and respecting their part-time schedule.
- ~~No later than January of the second year of implementation, the HSJOC will meet to consider revising the flexible learning time expectations for student time and collaboration time. The goal of the HSJOC will be to decrease educators' flexible learning time with students per two week period by 50 minutes and increase collaboration time for the same period by 50 minutes, without increasing overall staffing needs for high schools or creating unsafe supervision loads during flexible learning time.~~

7. ~~It is the intent of the Committee and Association that~~ High school students will have a minimum of 990 hours of time on learning via traditional and flexible learning time.

8. The English cap is eliminated. Any FTE reductions resulting from the elimination of the cap would be achieved through attrition and not through a Reduction in Force (RIF) wherever possible.

~~During the 2019-2020, 2020-2021 and 2021-2022 school years, the parties agree that all full-time high school English teachers will be capped at 258 students (21.5 students average class size).~~

~~Beginning with the 2022-23 school year, the parties agree that all full-time high school English teachers will be capped at 264 students (22 students average class size) over a three year period.~~

~~A calculation of the total number of students each English teacher has taught for the 2019-2020, 2020-2021, and 2021-2022 school years shall be provided to the Association by March, 2022. The calculation of the three-year total shall then restart in the 2022-2023 school year, and every three years a calculation of the total number of students each English teacher has taught during the past three years shall be provided to the Association by March of the third year (2025, 2028, etc.). The district will include all relevant information the Association needs to ascertain compliance with the cap when it provides this calculation, including, but not limited to, faculty FTEs during the three-year period, any hire, leave, or resignation/retirement dates relevant to the calculation, etc.~~

~~The cap will be applied pro-rata for part-time teachers working at least 75% time. The cap will be applied pro-rata for teachers who have not worked a total of three years when a calculation of the cap limit is computed with an additional variance of two students per class on average for each year less than 3 completed.~~

~~Any FTE reductions resulting from the increase in the cap will be achieved through attrition and not through a Reduction in Force (RIF).~~

9. The current practice of scheduling at least one high school conference time between 4:30 pm

and ~~7:30~~ 8:00 pm will continue.

10. For the 2023-24 school year, faculty meetings and weekly professional development meetings will take place 10 minutes after the last class on the shorter day each week each Tuesday and will be no longer than one hour and 20 minutes in length. During the 2024-25 school year, a shift of these meetings from after school to before school will be piloted. Starting in the 2024-2025 school year, these meetings will take place before school, starting no earlier than 7:40 AM, and will end 10 minutes before the first class on the shorter day each week, and will be no longer than one hour and 20 minutes. The Superintendent will decide and notify high school staff members by email or similar method by March 31st, 2025 whether to continue the before school meeting pilot during the subsequent year. If the decision is made to continue to hold meetings before school at that time, the Superintendent will retain the right to shift meetings to the after school timing stated above if notice is given to high school staff members via email or similar method by March 31st of the school year prior to the shift to after school meetings.