

## NPS Response

1/29/2024 6:30pm

The School Committee responds to the NTA cover page Responses to the NTA Cover page (Received at approximately 5:00 PM on January 29, 2024) . This cover page also lists the open issues contained in NPS' Proposals

### A. **Responses to NTA Cover Sheet**

1. Proposal # 15, Start of School Year/Self Directed Time. **AGREEMENT.** The first two workdays of that school year may be scheduled the Monday and Tuesday before Labor Day and employees shall have six (6) hours of these two (2) days set aside for self-directed preparation.
2. **ACCEPT** NTA's agreement to copay increase AND **REASSERT** full health insurance proposal contained in Proposal #13 of NPS' proposal on January 28, 2024 which also includes agreement regarding PPO contribution rates.
3. **ACCEPT** NTA's withdrawal of COLA on last day of the contract in 2027.
4. **ACCEPT** NTA's withdrawal of proposal for exchanging Sick Days for Personal Days.
5. **AGREEMENT.** Confirming prior agreement on "Attendance of Non-Resident Newton Teacher Association Employees' Children in Newton Public Schools"
6. **COUNTER** to FMLA reduction to 45 days with the following language: Effective September 1, 2024, employees eligible and approved for leave pursuant to the FMLA for covered relatives with a serious health condition, as defined by the FMLA, may use their 14 accrued personal illness days for family, if available, and their 2 personal days, if available, and the Superintendent/designee, in the Superintendent's/designee's discretion, may permit the employee who has exhausted their personal illness family days and personal days to use up to and including ten (10) additional personal illness days, if available, for such FMLA leave.

### B. **OPEN ISSUES - The following is the list of proposals that NPS is awaiting response/affirms prior proposals:**

1. **Assistant Athletic Directors and Athletic Trainers.** NTA proposes to create these positions in Unit E, Group E, and NPS **holds** at placing these positions in **Unit E, Group D. Alternatively, NPS withdraws this proposal.**
2. **Health Care Proposals** - see # 2 above, regarding PPO premium proposal.
3. **Time & Learning Agreement** - see response from 1/28/24: The NTA's proposal #10 (Time and Learning)
  - o Elementary:
    - ACCEPT** the new sentence introductory paragraph conditioned on the replacing the word "charges" with the word "goals" **AND** the insertion of "5-day" before the word "week."  
**REJECT** deletions in Paragraphs 5 and 5f.

**IF** the NTA **ACCEPTS** the language from NPS in paragraph 5, **THEN** Committee will **ACCEPT** the deletion of what has been corrected to Paragraph 8 (formerly misidentified as Paragraph 5) on page 11.

Middle Schools:

**IF** the NTA **ACCEPTS** The Committee's proposed changes to paragraph 10, **THEN** NPS **ACCEPTS** NTA's proposed changes to paragraph 5A.

**IF** the NTA **ACCEPTS** the Committee's edits to paragraph 12, which are necessary to avoid disruption to the current school year's schedules and class assignments, **THEN** NPS **ACCEPTS** NPS reasserts its proposed edits to that paragraph in exchange for accepting the edits made by the NTA to paragraph 12.

High School:

The Committee **REJECTS** all new proposals for class caps and thus will revert to the existing language in this section. The Committee **proposes** to add to the Time and Learning Agreement that the "High School Joint Oversight Committee will meet to discuss ways to create equitable class sizes.":

The Committee **PROPOSES** to add the word "members" in #10: "The High School Joint Oversight Committee **members** shall then vote..."

With respect to the NTA's Unit C hours proposal (current proposal #29), the Committee accepted the NTA's proposal to add 10 minutes each day to Category 1 aides in exchange for acceptance of the Committee's full sick leave bank proposal (see pages 8-9 of NPS 1/28/24 proposal). That agreement also included adding the 10 minutes one year earlier than in the Committee's prior proposal. The Committee rejects the NTA's proposal #29 part 2 which would add an additional 150 minutes per month for Category 1 members. As we explained to the NTA earlier, this additional time would cost approximately \$231,000 per year and principals do not need this additional time.

**NTA-NPS Proposed**  
**MEMORANDUM OF UNDERSTANDING**  
~~11:45am~~ 1/29/24 6:30pm  
Clarifying edits made 1:30pm  
This offer is valid until 3:30pm on 1/28/24

This memorandum of understanding is entered into by and between the Newton Teachers Association (hereinafter the "Union"), and the Newton School Committee (hereinafter the "Employer") to outline modifications as part of a successor collective bargaining agreement.

**RECITALS**

- A. The Employer and the Union entered into a collective bargaining agreement for the period September 1, 2023, through and including August 31, 2024.<sup>1</sup>
- B. The Employer and the Union entered into a collective bargaining agreement for the period September 1, 2024, through and including August 31, 2027.
- C. The Employer and the Union agree that the ratification of each agreement is contingent upon the ratification of the other agreement.
- D. The duly authorized representatives of the Employer and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- E. The said representatives of the Employer and the Union have, subject to ratification approval by the membership of the School Committee and ratification by the Union agreed to a tentative agreement of contract changes.

**AGREEMENT**

In consideration of mutual promises and covenants, the parties hereto agree as follows:

**1. PRIOR AGREEMENTS**

- The effective provisions in the Collective Bargaining Agreement in effect for the period of September 1, 2020, through and including August 31, 2023, shall be in full force and effect for the period of September 1, 2023, through and including August 31, 2024, except as modified by this MEMORANDUM OF UNDERSTANDING.
- The effective provisions in the Collective Bargaining Agreement in effect for the period of September 1, 2023, through and including August 31, 2024, shall be in full force and effect for the period of September 1, 2024, through and including August 31, 2027, except as modified by this MEMORANDUM OF UNDERSTANDING.

<sup>1</sup> This Agreement was reached in mediation and shall remain off the record for purposes of bargaining history until it has been ratified by the NTA membership and approved by the Newton School Committee. This Agreement and shall not be in effect until the Union membership has ratified the 2023-2024 Memorandum of Agreement and the 2024 - 2027 Memorandum of Agreement and the Committee has approved the 2023-2024 Memorandum of Agreement and the 2024-2027 Memorandum of Agreement.

- The changes set forth herein are effective September 1, 2023, unless otherwise specified.

**2. SUCCESSOR AGREEMENT PROOFREADING.** The parties agree to correct article numbers, typographical, and grammatical errors by mutual agreement when the successor agreements ~~is blended~~ are integrated and updated.

**3.** Changes to the collective bargaining agreement are represented as additions in underline font and deletions in ~~strikethrough~~ font. A title of each change shall follow the item number **in bold**.

**4.** This Memorandum is divided into sections: Agreements impacting the collective bargaining agreements between the School Committee and multiple bargaining units, Agreements impacting the collective bargaining agreement between the School Committee and Unit A, Agreements impacting the collective bargaining agreement between the School Committee and Unit B, Agreements impacting the collective bargaining agreement between the School Committee and Unit C, Agreements impacting the collective bargaining agreement between the School Committee and Unit D, Agreements impacting the collective bargaining agreement between the School Committee and Unit E.

**Agreements Impacting Multiple Bargaining Units:**

**5. Duration**

**Unit A (ARTICLE 47), Unit B (ARTICLE 39), Unit C (ARTICLE 32), Unit D (ARTICLE 27), Unit E (ARTICLE 37)**

- Effective September 1, 2023, modify **Unit A**. Article 47 Duration, **Unit B**. Article 39: Duration, **Unit C**, Article 32: Duration, **Unit D**, Article 27: Duration, **Unit E**, Article 37: Duration, as below:

**Unit A, ARTICLE 47**  
**Unit B, ARTICLE 39**  
**Unit C, ARTICLE 32**  
**Unit D, ARTICLE 27**  
**Unit E, ARTICLE 37**

**Duration**

**Section 1:** This Agreement shall become effective as of September 1, 2023 and shall continue and remain in full force and effect until August 31, 2024.

**Section 2:** Effective September 1, 2023, salaries will be adjusted as provided in Unit A Article ~~38-39~~, Unit B, Article 31, Unit C, , Article 21, Unit D, Article 15, Unit E, Article 30, or as set forth in the appendices.

**Section 3:** Negotiations for a new agreement to take effect September 1, ~~2023~~ 2024 will commence on or before October 15, ~~2022-2023~~

**Section 4:** ~~If the parties do not reach an agreement on a successor Collective Bargaining Agreement prior to the expiration date of this Agreement, the entire~~

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~~Agreement will remain in full force and effect until a successor Agreement is reached.~~

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- Effective September 1, 2024, modify **Unit A**, Article 47 Duration, **Unit B**, Article 39: Duration, **Unit C**, Article 32: Duration, **Unit D**, Article 27: Duration, **Unit E**, Article 37: Duration, as below:

**Unit A, ARTICLE 47**  
**Unit B, ARTICLE 39**  
**Unit C, ARTICLE 32**  
**Unit D, ARTICLE 27**  
**Unit E, ARTICLE 37**

#### Duration

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**Section 2:** Effective September 1, 2024, salaries will be adjusted as provided in Unit A Article ~~38-39~~, Unit B, Article 31, Unit C, Article 21, Unit D, Article 15, Unit E, Article 30, or as set forth in the appendices.

**Section 3:** Negotiations for a new agreement to take effect September 1, ~~2023 2027~~ will commence on or before October 15, ~~2022-2026~~

~~**Section 4:** If the parties do not reach an agreement on a successor Collective Bargaining Agreement prior to the expiration date of this Agreement, the entire Agreement will remain in full force and effect until a successor Agreement is reached.~~

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#### **6. Cost of Living Increases:**

##### **1 year contract:**

- Effective September 1, apply the below COLAs to the Units A, B, C, D, and E pay scales, and the stipend and coaches salaries pay scales.

##### **3 year contract:**

- Effective September 1, 2024, 2025, and 2026, apply the below COLAs to the Units A, B, C, D, and E pay scales, and the stipend and coaches salaries pay scales.

**Units A (Article 39), B (Article 31), and E (Article 30):**

Year	COLA	<u>COLA</u>
1	3%	<u>2.5%</u>
2	3.5%	<u>2.5%</u>
3	3.5%	<u>3%</u>
4	4%	<u>3.25%</u>
<del>If there is no successor bargaining agreement in place and signed by the</del>	4%	

parties for the subsequent three year period as of August 31, 2027		
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**Unit C (Article 21) and D (Article 15)**

Year	COLA	<u>COLA</u>
1	5%	<u>2.5%</u>
2	4%	<u>2.5%</u>
3	4%	<u>3%</u>
4	5%	<u>3.25%</u>
If there is no successor bargaining agreement in place and signed by the parties for the subsequent three year period as of August 31, 2027	5%	

**Coaches Salary and Stipends (Unit A: Appendix C and D, Unit B: Appendix D and E, Unit C: Appendix D and E, Unit E: Appendix C and D)**

Year	COLA	<u>COLA</u>
1	3%	<u>2.5%</u>
2	3.5%	<u>2.5%</u>
3	3.5%	<u>3%</u>
4	4%	<u>3.25%</u>
If there is no successor bargaining agreement in place and signed by the parties for the subsequent three year period as of August 31, 2027	4%	

**7. Longevity:**

Effective September 1, 2025, longevity payments and timelines for all Units shall be changed to the following with the following additional language:

Years of Service	Payment
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After 10 years of service	\$750
After 15 years of service	\$1,000
After 20 years of service	\$1,500
After 27 years of service	\$3,500

All those members who were receiving or would have received a higher level of longevity for the duration of this contract under the prior contract shall be held harmless, meaning they shall receive the higher amount of longevity between the two contracts until they progress to the next higher rate.

**8. Step Increases:**

**Unit A (Article 39), Unit B (Article 31), Unit D (Article 15), Unit E (Article 30)**

- Effective September 1, 2024, move anniversary date of Step Increase to November 1.
- Effective September 1, 2025, move anniversary date of Step Increase to October 1.
- Effective September 1, 2026, move anniversary date of Step Increase to September 1

**Unit D (Housekeeping)**

**ARTICLE 15**

**Wages**

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

**9.7. Parental Leave**

**Unit A (Article 10), Unit B (Article 10), Unit C (Article 9), Unit E (Article 9)**

1. Effective for leaves commencing on or after December 1, 2023, increase the total number of days of the current parental leave policy to 60 working (FMLA) days.
2. Effective for leaves commencing on or after December 1, 2023, increase the number of parental leave days paid by the district to 2040
3. Effective September 1, 2023, eliminate the cap on total funds available for the option to forego using all parental leave days and receive a summer stipend. (TA'd 1/25/23) – **The NTA proposes mutually agreeing to withdraw this TA as part of an agreement on this proposal and to eliminate the summer parental leave stipend**
4. Effective September 1, 2023, parental leave must be taken within twelve (12) months after the birth or placement of a child. (TA'd 1/25/23)
5. After the first 20 days paid by the District, employees may utilize their own sick time in order to be paid for the remaining days up to the maximum of 60 days.
6. For employees that have forty-five (45) personal illness days or less, employees may exhaust their own sick time or reserve up to 5 of their own personal illness days at their sole discretion and select one of the following options after utilizing the days paid by the District and utilizing all but 5 or less of their own personal illness days:
  - i. Remain out of work for half of the balance of the remaining balance of the 60 days at the rate of 100% of the employee's daily rate; or
  - ii. Remain out of work for the balance of the 60 days with pay at the rate of 50% of the employee's daily rate
  - iii. Return to work

7. Effective for leaves commencing after ratification, modify Article 5, Section 12 to allow equitable access to sick leave bank, with five four (4) days of leave remaining.

## **ARTICLE 10**

### **Parental Leave**

**Section 2:** (a) Employees shall be allowed to use up to ~~forty (40)~~ sixty (60) consecutive work days, ~~which may be taken in one or two consecutive periods (as defined by Article 17, Section 2 above (??))~~ of leave within the first ~~twelve~~ 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) days of such leave shall be paid without deduction from any contractual leave time. Up to fifty (50) thirty (30) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. The first twenty (20) days of such leave shall be paid without deduction from any contractual leave time. Up to forty (40) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available.~~

For employees that have forty-five (45) personal illness days or less, employees may exhaust their own sick time or reserve up to 5 of their own personal illness days at their sole discretion and select one of the following options after utilizing the days paid by the District and utilizing all but five (5) or less of their own personal illness days:

- i. Remain out of work for half of the balance of the remaining balance of the 60 days at the rate of 100% of the employee's daily rate; or
- ii. Remain out of work for the balance of the 60 days with pay at the rate of 50% of the employee's daily rate; or
- iii. Return to work

Employees who exhaust their own personal illness days other than four (4) days as part of this leave, shall be eligible can to access the sick bank for additional this leave time, per Article 5 Section 12.

If both Parents are employed by the District, this complete parental leave policy shall apply to each parent, each employee is entitled to up to forty (40) sixty (60) consecutive work days and all of the other options, 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 1 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~~ March 1 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.



1. 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 sixty 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 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 receive a payment for the days forfeited at the rate established under Unit A, Article 22, Section 4 ("Summer Workshop Rate").

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.

2. 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.
3. 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.
4. 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.

## **ARTICLE 5**

### **Sick Leave Bank**

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, 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.

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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.

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C. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

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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:

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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.

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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.

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F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the Superintendent. ~~Sick Leave Bank Committee~~ to serve at ~~it's~~ the Superintendent's discretion and two (2) 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~~ the following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave;

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1. Adequate medical evidence of serious illness;

2. Prior utilization of all eligible sick leave.

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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

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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.

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\*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.

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#### **10.8. Time and Learning Agreement Unit A (Appendix E: Time & Learning Agreement), Unit B (Appendix G: Time & Learning Agreement)**

(Replace the existing agreement as follows)

### **TIME & LEARNING**

#### **ELEMENTARY SCHOOLS**

One of the ~~goals~~ ~~charges~~ of the Elementary School Day Working Group is to increase the weekly preparation time for all Elementary educators to 220 minutes per week. Should the Elementary School Day Working Group jointly agree to a proposal increasing elementary prep time to at least 220 minutes per 5-day week, the parties agree to reopen negotiations on the Elementary portion of the Time & Learning Agreement and Article 44 in order to negotiate over incorporating said agreements.

1. ~~The weekly hours for students will be:~~
  - ~~four (4) days of six (6) hours and 40-30 minutes, "regular school day" (8:10-8:20am to 2:50 pm) and~~
  - ~~one (1) day (Wednesday) of four (4) hours and 10 minutes, "weekly short day". (8:10-8:20 am to 12:20 pm) (New #1 added to replace #7)~~
  - ~~student arrival shall be at 8:10 when the first bell rings~~
1. **Student arrival begins at 8:10. Teachers shall take attendance at 8:20am daily. Students will be dismissed at 2:50pm daily, except on the weekly short day (Wednesday) when they are dismissed at 12:20pm. (New TA)**
2. The regular work day for all elementary teachers will begin 10 minutes before students arrival ~~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.
3. The Newton Public Schools will provide citywide professional development during the regular school day. Teachers will be released from their regular teaching duties and the district will provide appropriate coverage.
4. The parties acknowledge and agree that the time after the weekly student short day release shall be designated for the purposes of professional collaboration,

meetings (e.g. staff meetings, grade level/PLC meetings, department meetings, committees), 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.

5. ~~The parties agree that Wednesday early release time shall be used as follows;~~ the schedule below shall guide the use of time after the weekly student short day release. It is understood that the principal/designee may, on occasion, make alterations to this schedule as necessary to respond to building and/or district needs. The schedule below shall serve as the plan for the time after the weekly student short-day release (Wednesday), which is designated for professional collaboration and meetings under the direction of the principal/designee (e.g. staff meetings, PLC meetings, Department meetings), and personal planning time. It is understood that the principal/designee may, on occasion, make alterations to the plan below with regard to meeting type or structure as necessary to respond to building and/or District needs.
  - a. One staff meeting per month from 1:05pm-3:00pm
  - b. Three (3) meetings of Professional Learning Communities (PLCs) per month or four (4) in a month containing 5 weekly short days
  - c. One department meeting per month (Specialists [e.g. Library, Art, Music, PE teachers], ELL teachers, Special educators [e.g. Special Education teachers, SW/Psych, Speech Language pathologists])
  - d. Three hours of personal planning time per month (four hours in a month that has five weekly short days), one hour on each early release Wednesday when there is not a staff meeting.
  - e. 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.
  - f. 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 for specialists and ELL teachers may occur on weekly short day afternoons and/or during the regular school day.
  - g. Instructional coaches will develop their schedules to allow for the equivalent of the 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.
  - h. Teachers will continue to use the weekly short day afternoons adjacent to the two District-wide early release teacher discretion days Thursdays at their discretion (e.g., planning and preparation, meetings, etc).
6. The Elementary Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene ~~as needed~~ when either party requests for the purposes of overseeing implementation of the Agreement and resolving related problems.
7. The district will schedule up to and including six (6) District-wide early release days per year. 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.

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8. The Committee will have the option to permanently change the weekly short day dismissal time by extending the dismissal time by fifteen (15) minutes.

If the Committee exercises this option, all 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.

## Secondary

### MIDDLE SCHOOL TIME AND LEARNING AGREEMENT

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

1. The week shall consist of four (4) days of 6.5 hours and one (1) day of 5.75 hours, 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 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 student short days when the regular work day for teachers will end at the end of the teacher work day. 90 minutes after the dismissal of students. 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. Teachers may also volunteer to substitute during this time, s in accordance with the requirements in Article 16, Section 2 of the Parties' Collective Bargaining Agreement.
3. There may be up to and including ~~six (6)~~ five (5) special early release days during the year when students are dismissed after at least 3 hours of instructional time. ~~One (1) special early release day shall be assigned each year to use exclusively at teacher discretion.~~ Professional Development occurring on these special early release days shall last for three hours.
4. Teachers will have up to 1215 minutes/5-day week of contact time with students per week.
5. On weekly student short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 80 minutes.
- 5A. Teachers may be assigned up to ~~three~~ two duties per six-day cycle (which include advisory as an option).
6. Teachers will have one (1) duty-free lunch period/day based on the building schedule.

7. Team teachers will have up to five (5) periods every two (2) cycles for scheduled team and Grade Level Department meetings.
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.
9. LEFT INTENTIONALLY 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, and is used for planning or preparation at teacher's discretion. 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.
12. Effective September 1<sup>st</sup>, 2024, ~~T~~team teachers will have up to 24 teaching periods in their core subject per cycle. Multi-team teachers will teach up to ~~30~~ 28 periods per cycle averaged over the course of the school year and will not exceed 30 periods in any term. Team teachers will have up to and including 4 additional periods working with students. ~~AGREED~~
13. LEFT INTENTIONALLY BLANK
14. The Committee and the Administration will consult the Association prior to any significant changes being made to the split between core contact time and OSLT/Academic Responsibilities.
15. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene as needed when requested by either party for the purpose of overseeing implementation of the Agreement and resolving related problems.

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#### **BROWN MIDDLE SCHOOL**

1. The week shall consist of four (4) days of 6.5 hours and one (1) day of 5.75 hours, 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 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 student short days when the regular work day for teachers will end at the end of the teacher work day. 90 minutes after the dismissal of students. ~~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. Teachers may also volunteer to substitute during this time, s in accordance with the requirements in Article 16, Section 2 of the Parties' Collective Bargaining Agreement.~~

3. There may be up to and including ~~six (6)~~ five (5) special early release days during the year when students are dismissed after at least 3 hours of instructional time. ~~One (1) special early release day shall be assigned each year to use exclusively at teacher discretion.~~ Professional Development occurring on these special early release days shall last for three hours.

4. Teachers will have up to 1215 minutes/5-day week of contact time with students per week.

5. On weekly student short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 80 minutes.

5A. Teachers may be assigned up to ~~three~~ two duties per six-day cycle (which include advisory as an option).

6. Teachers will have one (1) duty-free lunch period/day based on the building schedule.

7. Team teachers will have up to four (4) periods every two (2) cycles for scheduled team and Grade Level Department meetings.

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.

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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 1215 minutes/week.

12. Effective September 1<sup>st</sup>, 2024, Team teachers will have up to 20 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 25 ~~24~~ periods per cycle averaged over the course of the school year and will not exceed 25 periods in any term. Team teachers will have up to and including 4 additional periods working with students.

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14. The Committee and the Administration will consult the Association prior to any significant changes being made to the split between core contact time and OSLT/Academic Responsibilities.

15. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene as needed when requested by either party for the purpose of overseeing implementation of the 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.

1. The High School Joint Oversight Committee will convene ~~as-needed~~ when requested by either party 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 a new schedule and assess its implementation, including the organization and administration of flexible learning time, effectiveness of professional development offered, and other impacts, and make recommendations for ~~minor~~ changes, if when needed.
- 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 ~~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. LEFT INTENTIONALLY BLANK

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) year-long 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) duties/week depending on teacher workload.

Teachers who teach five (5) classes may not be assigned duties. 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) academic duties for up to two (2) 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 (NPS change accepted by NTA) 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 Tuesday shorter-day weekly 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.

7. 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. The district and association agree that the ~~will make every effort to achieve the goal~~ is for the ~~of an~~ average class size in the English, Math, History, Science, and World Language departments is to ~~remaining~~ at 25 students or less, except in the cases of possible dual enrollment, early college and online elective courses not offered by NPS staff or offered by NPS staff in partnership with other parties (e.g. colleges, online services or collaboratives). Should, by some scheduling issue, an individual academic class in the departments listed above rise to more than 30, a stipend in the amount of \$XX (prorated for classes less than one full year) will be offered to the affected Unit A staff member. ~~To protect the working conditions of High School educators, effective September 1, 2024, there shall be a cap of 24 students in English classes and there shall be a cap of 26 students in Math and Science classes. A snapshot of enrollment shall be taken on the first of every month. Effective September 1, 2025, there shall be a cap of 24 students in English and Sexuality and Health classes and there shall be a cap of 26 students in English Language Learners, Social Science, Engineering, Math, History, Science, and World Language classes, and the following classes: AP Art History, AP Music Theory, Music Theory, and all other PE/Health and Wellness classes. A snapshot of enrollment shall be taken on the first of every month. Prior to September 1, 2026, the student cap for classes other than English shall not be grievable. Beginning September 1, 2026, for any month in which a class exceeds 26 students in English or Sexuality and Health classes or 28 students in English Language Learners, Social Science, Engineering, Math, History, Science, World Language, and the following classes: AP Art History, AP Music Theory, Music Theory, and all other PE/Health Wellness classes, the educator shall receive a monthly stipend of \$25 each for the first and second additional students (\$50 if two additional), \$50 for the third and fourth additional students (\$75 for four additional students), and \$75 for each any additional student beyond four. These amounts shall be cumulative. Any FTE reductions resulting from changes to the cap will be achieved through attrition and not through a Reduction in Force (RIF).~~

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. The calculation of the three-year total shall start in the 2023-2024 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 (2026, 2029, 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.

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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).

[The High School Joint Oversight Committee shall meet for the purpose of developing a proposal for replacing the English cap with a plan to create equitable class sizes. If the](#)

proposal would require new contract language, the plan must be approved by the School Committee and the NTA Executive Committee.

~~The High School Joint Oversight Committee shall meet for the purpose of developing a proposal for replacing the English cap with a plan to create equitable class sizes.—If the proposal would require new contract language, the plan must be approved by the School Committee and the NTA Executive Committee.~~

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9. The current practice of scheduling at least one high school conference time between 4:30 pm and 7:30 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 student day each week 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 fall of 2024, faculty meetings and weekly professional development meetings will begin no earlier than 7:40 a.m., end 15 minutes before the first class each Tuesday, and will be no longer than one hour and 15 minutes in length.~~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 The High School Joint Oversight Committee shall evaluate whether to continue the pilot considering staff attendance, on-time start, quality of professional learning overall in before-school meetings as compared with after-school meetings, and staff feedback (including a vote of the staff). The High School Joint Oversight Committee members~~members~~ shall then vote and the majority shall decide whether to make the pilot permanent. In the event of a tie, the decision shall be made in accordance with the faculty vote. faculty will, by majority vote, after consultation with the High School Joint Oversight Committee, decide whether to make this change permanent. The Superintendent and shall notify high school staff members by email or similar method by March 31st, 2025 of this decision. ~~or any subsequent March 31st~~ whether to continue the before-school meeting pilot during the subsequent year(s). 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 listed above if notice is given to high school staff members via email or similar method by any subsequent March 31st of the prior school year.

**11.9.** Paid FMLA Leave to Care for Relative(s)  
Unit A (Article 5), Unit B (Article 5), Unit C (Article 8), Unit D (Article 7), Unit E (Article 5) (See below)

~~**10.** Effective September 1, 2026, employees eligible and approved for leave pursuant to the FMLA may use up to sixty (60) days to be deducted from the employees accrued sick leave for FMLA qualifying circumstances requiring the Employee to attend an ill spouse, child, or parent, per FMLA definition of said,~~

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#### **ARTICLE 5 Sick Leave**

**Section 5:** ~~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 fifteen (15) annual sick days for a close family member's or dear friend's illness or injury.

Effective September 1, 20262024, employees eligible and approved for leave pursuant to the FMLA for covered relatives with a serious health condition, as defined by the FMLA, may use their 14 accrued personal illness days for family, if available, and their 2 personal days, if available, and the Superintendent/designee, in the Superintendent's/designee's discretion, may permit the employee who has exhausted their personal illness family days and personal days to use up to and including ten (10) additional personal illness days, if available, for such FMLA leave, up to sixty (60) days to be deducted from the employees accrued sick leave for FMLA qualifying circumstances requiring the Employee to attend an ill spouse, child, or parent, per FMLA definition of said.

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## 12. Personal Days All Units

Insert the following clause in each contract's "Leaves of Absence with Pay" Article

Those with at least 180 accrued sick days may exchange 12.5 banked sick days per year for one Personal+ day to extend a long weekend or vacation. For any Personal+ day request, there will be a maximum limit of 5% school-wide combined Unit A and B members allowed to take such a day based on the order of such requests received. Requests may not be made before the first day of school and must be submitted by email to the building principal and Director of Human Resources.

Those with at least 180 accrued sick days may exchange six banked sick days for one personal day to be used as needed/desired, up to two additional personal days per year.

## 13.11. Health Insurance

Effective July 1, 2024:

- 1) Urgent Care Copay: Increase Urgent Care Copay from \$10 per visit to \$20 per visit.
- 2) Retail Care Copay: Increase Retail Care Copay from \$5 per visit to \$20 per visit.
- 3) For new PPO plan enrollees, NPS will pay the premium at 52%. For current PPO plan enrollees, NPS will pay premiums at 65%, 61%, 56%, and 52% for years 1- 4 respectively.

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## 14. Add Professional Development Day Unit A, B, C, and E

- Allow for the use of one school day in excess of 180 as a family conference day or professional development/training
- Reduce school days for students from 182 to 180

Amendments in Unit A contract below. Other amendments to Unit B and E contracts shall be consistent with this change (one additional day) and may include minor

~~housekeeping. For Unit C, this change shall not change the existing practice for the work days (182) and payment of Unit C (for 185 days).~~

**Article 17, Section 2:**

~~A. One hundred and eighty-five (185) scheduled school days, less those days that school is canceled because of inclement weather. Such canceled days will be deducted, up to a maximum of five (5), from the total number of scheduled school days; however, in no event will employees be required to be present for more than one hundred and eighty-two (182) school days. The Committee may utilize one school days in excess of 180 as a family conference day(s) with teachers and/or for professional development/training. On Leap Years, one of these days shall occur on the November election day.~~

~~B. In addition to required or maximum school days set out above, there shall be three (3) conference days during the school year to which employees covered by this Agreement shall be required to attend. Effective July 1, 2024, in addition to required or maximum school days set out above, there shall be three and a half (3.5) conference and/or professional development/training days during the school year to which employees covered by this Agreement shall be required to attend. In no cases shall this mean that bargaining unit members shall be required to work more than 183.5 days.~~

**15.12. Start of School Year/Self-Directed Time**  
**Unit A, Unit B, Unit C, Unit D, Unit E**  
**Article 17 Section 2**

Effective September 1, 2024, amend Unit A, Article 17, Work Load, Teaching Hours, and Teaching Load and all other contracts as appropriate by (1) modifying Section 2, paragraph 1, by replacing 'Wednesday and Thursday' with 'Monday and Tuesday', and by inserting the following in Section 2, subparagraph (B). ~~This would allow for 1 district PD full day during the work year (for example, November election day).~~

**Section 2:** Effective September 1, 2024, to provide for greater flexibility in scheduling the school calendar, the parties agree that the two (2) conference days for teachers at the beginning of the school year may be scheduled on the Monday and Tuesday ~~Wednesday and Thursday~~ before Labor Day. During the first 2 workdays of the school year, employees shall have 6 hours for self-directed preparation time. The work year for teachers will end one day after the last day for students but not later than June 30. Each year at least fourteen (14) days prior to the adoption of the school calendar for the following year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the School Committee, which will consider the recommendations prior to final adoption of the calendar by the School Committee.

~~During the first two (2) workdays of the school year, all employees covered by this agreement shall have seven (7) hours set aside for self-directed preparation for the school year. Should the District require educators to attend convocation, such time shall not be considered self-directed preparation time and the District shall set aside 3 hours from the other non self-directed time for such purpose.~~

**16.13. Coaches Salaries and Stipends**  
**Unit A (Appendix C and D), Unit B (Appendix D and E), Unit C (Appendix D and E), Unit E (Appendix C and D)**

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1. Move the "Cheerleaders" and "Dance" Head Coaching positions from Group VI to Group V of the Coaches Salary Schedule, and add a Varsity Assistant Coaching position to each of "Cheerleaders" and "Dance."
2. Add a "Green Team" Captain Stipend to the City Wide stipends, up to one in NECP, up to one in each elementary school, up to two in each middle school, up to four in each high school, and up to one at the Ed Center. Value the same as a Group B high school stipend.
3. Increase the number of possible elementary club advisory stipends to 6. ("Up to 3 6 per elementary school")

**17.14. Retirement**

**Unit A**, Article 46 Retirement, Section 1, 2, **Unit B**, Article 38, Retirement, Section 1, 2, **Unit C**, Article 31, Retirement, Section 1, 2.

**ARTICLE A46, B38, C31**  
**Retirement**

**Section 1:** Effective September 1, 2019, employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.00.

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

**Unit D**, Article 26, Sections 1 and 2

**ARTICLE 26**  
**Retirement**

**Section 1:** Effective September 1, 2019, five (5) day per week salaried employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.00.

**Section 2:** Effective September 1, 2023, five (5) day per week employees that give notice of retirement at least six (6) months prior to their last of work and who work through to the end of the teacher work year shall receive \$500 in addition to the benefit provided in Section 1 of this Article.

**Unit E**, Article 36, Retirement, Section 1, 2

**ARTICLE 36**  
**Retirement**

**Section 1:** Effective September 1, 2019, employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.00.

**Section 2:** Effective September 1, 2023, employees that give notice of retirement at least six (6) months prior to their last of work and who work through June 30<sup>th</sup> following such notice shall receive \$500 in addition to the benefit provided in Section 1 of this Article.

**18.15. Expand the Use of Sick Days**

**Unit A (Article 5), Unit B (Article 5), Unit C (Article 8), Unit D (Article 7), Unit E (Article 5)**

**ARTICLE 5**

### **Sick Leave**

**Section 5:** 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 ~~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.

### **19.16. Increase Tuition Reimbursement**

**Unit A (Article 22), Unit B (Article 22), Unit C (Article 13), Unit D (Article 8), Unit E (Article 19)**

#### **Tuition Cost and Tuition Reimbursement**

**Section 3:** The Committee agrees to budget and expend up to \$170,000 with the following guidelines:

- A. The maximum amount of reimbursement is ~~\$750~~ \$1,000 per individual seeking licensure per contract year; ~~\$600~~ \$750 per individual per contract year for all other applicants.
- B. Preference will be given to members seeking certification. Tuition reimbursement shall be allowed for non-graduate credit granting professional development when appropriate, and with supervisory approval.

### **20.17. Sick Leave Bank Housekeeping**

**Unit A (Article 5, Section 11), Unit B (Article 5 Section 12), Unit C (Article 8), Unit E (Article 5 Section 12)**

*Amend Section F by replacing "Sick Leave Bank Committee" with the "Superintendent" in the second sentence, (housekeeping)*

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 ~~Sick Leave Bank Committee~~ Superintendent to serve at ~~the Superintendent'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. 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.

### **21.18. Changes to Evaluation Handbook**

**Units A and B Handbook for Evaluation**

**1 year contract**

- Effective September 1, 2023:
  - (i) **Handbook Section 18 – "Educator Plans: Directed Growth Plan"**

**Subparagraph D:** A copy of a draft of the signed Directed Growth Plan shall be provided to the Educator and the Association no later than the last school day in June of the year prior to the plan's implementation. The signed Directed Growth Plan will be

finalized and provided to the educator by September 20th. The Educator's signature indicates that the Educator received the Directed Growth Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

**(ii) Handbook Section 19 – “Educator Plans: Improvement Plan”**

**Subparagraph F:**

A copy of the draft Improvement Plan shall be provided to the Educator and the Association no later than the last school day in June of the year prior to the plan's implementation. The signed Improvement Plan will be finalized and provided to the educator by September 20th. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

**22-19. Tuition Free Attendance**

**Unit A (Article 42), Unit C (Article 24), Unit D (Article 18), Unit E (Article 34)**

**Article 42: Tuition-Free Attendance**

**Acceptance of ~~Children of Non-Resident Newton Teacher Association~~  
Employee's ~~Members Attending Children in~~ Newton Public Schools**

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*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, attend in one of the elementary, middle, or high schools in the Newton Public Schools, on a space available basis, which means the availability of space in a classroom. 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 rules and regulations that apply to students who reside in Newton.

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 understood and agreed that if a child(ren) of a non-resident member is approved to attend the Newton Public Schools, such attendance shall not be grounds for a grievance concerning workload and/or class size, nor shall such attendance be calculated as part of teacher load and/or class size in cases of such grievances.

If and when the School Committee authorizes School Choice, non-resident employees whose children attend the Newton Public Schools under this



provision shall apply for available School Choice seats. The failure to obtain a School Choice seat shall not prevent the employee from continuing to utilize the benefit provided in this section.

**A. Agreements Impacting Unit A**

**23.20. Increase Elementary Prep Time:**

**Article 44**

- ~~Effective September 1, 2024<sup>5</sup>, Article 43, "Elementary Preparation Time," Section 1, shall be modified to increase elementary preparation time to a minimum of 220 minutes per week, with be a minimum of 45 minutes of preparation time each day at least three days per week.~~
- **Effective September 1, 2024, the Committee agrees to indemnify teachers who lose their preparation time.**

**Add the following paragraph to ARTICLE 44 Section 1**

**Elementary Preparation Time**

**Section 1:** ~~Effective September 1, 2025, each elementary teacher will be scheduled for a minimum of 180 220 minutes of preparation time per week (during the regular school day), which is to be scheduled in meaningful units, pro-rated by FTE. Given the minimum scheduled preparation time of 180 220 minutes per week, elementary teachers will receive a minimum of 30 45 minutes of duty-free preparation time (excluding their duty-free lunch time) for three (3) days per week, and the Committee will make reasonable efforts to continue providing, subject to economic factors, a minimum of 30 45 minutes of duty-free preparation time (excluding their duty-free lunch time) on two (2) additional days per week for a total of five (5) days per week.~~

**24. Substitute Coverage:**

**Article 16**

~~Effective September 1, 2024, provide adequate substitute coverage in elementary and middle schools, per below:~~

**Unit A, ARTICLE 16  
Substitutes**

**Section 1:** ~~The Committee and the Association share a clear recognition that the district's educational mission is compromised when coverage is not comprehensive and highly qualified, and insufficient in numbers to cover all absent teachers, aides, and behavior therapists. We are committed to providing adequate and qualified substitute staffing to cover any professional staff member in Units A, B, and C when absent.~~

**Section 1.2:** ~~In the event that the regular Unit A, B, or C member is absent, the Superintendent/Administration agrees to make a reasonable effort to provide a qualified replacement other than a regular educator. An exception to this may be made in the event a group of teachers working together wish no substitute.~~

**Section 3:** ~~The district will make every effort to provide, minimally, ISS staffing according to its current guidelines.~~

Any contracted substitute services shall be a supplement to the existing ISS program, and shall not lead to a change in the formulas cited in this section.

The existing guideline specifies a ratio of ISS staff to Unit A, B and C members in each building.

**Section 4:** Building principals shall not have the above quota of allocated substitute days reduced or increased as a result of the choice to hire a full time or a part time ISS staff person.

## **25. One Social Worker Per Building**

### **Article 18**

#### **ARTICLE 18** **Class Size**

Section 3: It is understood and agreed that the decision with respect to class size and pupil-staff ratio is within the exclusive judgment and discretion of the Committee.

Section 3: Effective September 1, 2024, in order to support classroom teachers, special education teachers and related service providers to continue to meet the mental health and behavioral needs of their students, which have grown acutely and are overburdening the capacity of these educators, the district shall hire and place, above the number of full time special education social workers employed by NPS as of January 2, 2024, an additional five (5) full time regular education social workers in NECP and/or elementary, as well as continue to assign a minimum of one full time SEL Interventionist in each Elementary building.

Effective September 1, 2026, in order to support classroom teachers, special education teachers and related service providers to continue to meet the mental health and behavioral needs of their students, which have grown acutely and are overburdening the capacity of these educators, the district shall place in NECP, each elementary, and each middle school a minimum of one full time regular education Social Worker, Guidance Counselor or School Adjustment Counselor, as well as continue to assign a minimum of one full time SEL Interventionist in each Elementary building.

## **26.21. Elementary Working Group**

Effective September 1, 2023, add a side letter to the collective bargaining agreement that reads as follows:

The parties agree that, during the 2023-2024 school year, they shall continue to meet in a labor management working group to review the elementary pilot program put in place in the Franklin, Memorial-Spaulding, and Williams elementary schools to increase elementary classroom teacher preparation time to 220 minutes. The lessons learned from this pilot shall be used to inform both the Elementary School Day Working Group (NPS proposal #2) and the steps that will be taken in September, 2024 to increase elementary preparation time to 220 minutes for all classroom, special education, and specialist teachers in the 2023-2024 school year and going forward.

## **27.22. Pay Unit A Employees to Substitute** **Article 16**

Replace Section 2 of Article 16, as follows:

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

Teachers who are in their first year of employment in NPS shall not be asked to volunteer to substitute teach 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.

**28-23.** Recognize "Program Coordinator"  
**Article 17**

Unit A, Article 1, Article 17

**3 year contract:**

Effective October 1, 2024, form a Labor management working group, to use for recommending pay differentials for Program Coordinators, charged with bringing a recommendation back to the SC and NTA by end of March, 2025.

**29-24.** Elementary School Day—This language shall be added into the Unit A contract

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 Labor Management Group on the Elementary School Day. Both the Association and the School Committee 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 proposed changes that will:

- Improve the learning experience outcomes for students;
- Offer clear and pragmatic scheduling guidance for the elementary day; and and provide increased **preparation time and common planning** time for elementary teachers including specialists, and special educators, and **ELL teachers with the goals of preserving 220 minutes per five day week of preparation time for those educators who have it in the 2023-2024 school year and of increasing preparation time to 220 minutes per five day week for those educators who do not yet have the 220 minutes.**

Recommendations from the Group shall be made to the parties **as quickly as possible, but in no cases** later than June 30, 2025, in order that they may be **used to reopen Article 44 to include increased preparation time and reopen the Elementary portion of the Time & Learning agreement.**

**30-25. Teacher Evaluation Working Group**  
**Article 20—Teacher Evaluation**

"The Evaluation Working Group consisting of NPS and NTA members, 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, as well as the Evaluation Handbook, It memorializes the evaluation process. The Evaluation Working Group will propose revisions to the evaluation process and documents for adoption and implementation for the 24-25 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 24-25 SY."

**Agreements Impacting Unit C**

**31-26. Modify Unit C Hours:**

**Article 3 Section 7**

1. Effective September 1, 2024, full time Category 1 and Category 2 Educational Support Professionals shall all be assigned to arrive at school 10 minutes before the arrival of students and leave school 10 minutes after the departure of students.
2. ~~Effective September 1, 2026, all Category 1 and Category 2 ESPs shall be assigned, minimally, to work an additional 300 minutes per month.~~
3. ~~The current practice (as of September 1, 2023) of paying Unit C members based on a 185 day work year shall continue. The current practice (as of September 1, 2023) of Unit C members reporting to school only on 183.5 days shall continue. For September 1, 2023, change the Unit C work year to 183.5 days with adjustments to hourly rates such that their annualized salary will be held harmless.~~

**ARTICLE 3**

**Work Day – Work Year**

~~**Section 7:**—The parties agree that Educational Support Professionals must work time above and beyond the time during which they provide direct services to students. This is delineated as follows:~~

~~All full-time Educational Support Professionals (ESPs), Category 1 and Category 2, shall be expected to arrive at school 10 minutes before the arrival of students. All full time Category 2, shall leave school 10 minutes after the departure of students.~~

Effective September 1, 2024, all full-time Educational Support Professionals (ESPs), Category 1 and Category 2, shall be expected to arrive at school 10 minutes before the arrival of students and shall leave school 10 minutes after the departure of students.

All Category 1 full-time ESPs shall be assigned, minimally, to work an additional 150 minutes per month.

All Category 2 full-time ESPs shall be assigned, minimally, to work an additional 300 minutes per month.

~~Effective September 1, 2025, all Category 1 & 2 full-time ESPs shall be assigned, minimally, to work an additional 300 minutes per month.~~

Additional time may be used flexibly to (1) plan with teachers, including attending PLC meetings, common planning time meetings, consults with Special Education staff, (2) attend building based and other staff meetings, (3) work with Unit A members on planning lessons and modifying curriculum, (4) record data, including, for ABA Behavior Technicians, discrete trial data, and for both ABA Behavior Technicians and Flexible Behavioral Support Technicians, Medicaid reimbursement data, and (5) participate in professional development.

~~The current practice (as of September 1, 2023) of paying Unit C members based on a 185 day work year shall continue. The current practice (as of September 1, 2023) of Unit C members reporting to school only on 183.5 days shall continue.~~

### **32. Substitute Coverage: Floating BTs**

#### **Article 5**

~~Effective September 1, 2025, provide floating Behavioral Therapists scheduled for the same hours as regular BTs to provide coverage for BT's according to the ratios below.~~

#### **Substitutes**

~~**Section 1:** The Committee and the Association share a clear recognition that the district's educational mission is compromised when coverage is not comprehensive and highly qualified, and insufficient in numbers to cover all absent teachers, aides, and behavior therapists. We are committed to providing adequate and qualified substitute staffing to cover any professional staff member in Units A, B, and C when absent.~~

~~**Section 2:** In the event that the regular Unit C member is absent, the Superintendent/Administration agrees to make a reasonable effort to provide a qualified replacement other than a regular teacher, aide, or behavior therapist. An exception to this may be made in the event a group of teachers working together wish no substitute.~~

~~**Section 3:** Effective September 1, 2025, the district will provide, minimally, ABA Behavioral Technician floating staff **scheduled for the same hours as regular BTs to provide coverage in Substantially Separate programs according to the following ratios:**~~

<u><b>ABA BTs in program</b></u>	<u><b>Floating ABA BTs assigned</b></u>
<u>10&lt;</u>	<u>1</u>
<u>10-20</u>	<u>2</u>
<u>20-30</u>	<u>3</u>

<u>30-40</u>	<u>4</u>
<u>40-50</u>	<u>5</u>

~~Floating ABA BTs assigned to Substantially Separate programs shall not be pulled to provide coverage for other programs in the buildings where they work.~~

~~**Section 4:** The district will provide, minimally, Behavioral Technician floating staff **scheduled for the same hours as regular BTs** to provide coverage in the Newton Early Childhood Program according to the following ratios:~~

<u>BTs in program</u>	<u>Floating BTs assigned</u>
<u>10&lt;</u>	<u>1</u>
<u>10-20</u>	<u>2</u>
<u>20-30</u>	<u>3</u>
<u>30-40</u>	<u>4</u>
<u>40-50</u>	<u>5</u>

~~**Section 5:** The district will provide, minimally, Behavioral Technician floating staff **scheduled for the same hours as regular BTs** to provide coverage for Behavior Technicians working in inclusion classrooms according to the following ratios:~~

<u>BTs in program</u>	<u>Floating BTs assigned</u>
<u>10&lt;</u>	<u>1</u>
<u>10-20</u>	<u>2</u>
<u>20-30</u>	<u>3</u>
<u>30-40</u>	<u>4</u>
<u>40-50</u>	<u>5</u>

**33:27. Initial Placement of CTE ESPs**

Amend Article 3 Section 3 heading and Section D as follows:

Section 3: In placing an individual on a salary schedule, effective as of September 1, 2015, credit will be given for full-time experience in public schools, or approved private schools, or trade experience providing that such experience took place in the last ten (10) years as follows:

...

D. It is necessary to recognize recent trade experience that is directly related to the work of Educational Support Professionals working in Technical Education. In determining initial step placement on the Unit C scale, in addition to the above provisions, they will be given credit for trade experience directly related to their position as follows: one step on the salary schedule for each year of relevant experience. Approval of experience credit to be the responsibility of the Director of Career and Technical Education.

**34.28. ~~All Career and Technical Education Aides placed on Television Aide Salary Schedule~~  
(Article 18: Salaries)**

Effective September 1, 2023, All Career and Technical Education Aides will be on the Television Aide Salary Schedule which will be renamed Television and Career and Technical Education Aide Salary Schedule and placed in Appendix C.

Appendix C-1 Television and Career and Technical Education Aide Salary Schedule  
Unit C

**TELEVISION AND CAREER AND TECHNICAL EDUCATION AIDE SALARY SCHEDULE  
UNIT C**

**35.29. New Entry Level Steps to Unit C Salary Schedules**

Effective Date	Eliminate ½ Steps in Appendix A* and Appendix B* as follows:	New entry level step:
September 1, 2023	Eliminate Step 1	Step 1.5
September 1, 2024	Eliminate Step 1.5	Step 2
September 1, 2025	Eliminate Step 2	Step 2.5
August 31, 2026 at 11:59 PM	Eliminate Step 2.5	Step 3

A. Agreements Impacting Unit D

**36-30. Substitute Pay: Article 15 Wages  
Five day per week Substitutes**

The below salary schedule shall apply to substitute teachers who work five (5) or four (4) (prorated) days per week. This salary schedule shall replace both the regular and the grandfathered salary schedules for weekly substitute teachers from the 2020-2023 Unit D collective bargaining agreement, and will be subject to COLAs after September 1, 2023. Unit Members will annually move up a step on this schedule.

Step	Grandfathered Five Day – March 1, 2020
1	\$33,650.40
2	\$35,362.67
3	\$38,155.68

**37-31. Substitute Pay: Article 15 Wages  
Daily Substitutes**

The below salary schedule shall apply to daily substitute teachers (up to three (3) days per week), subject to COLAs in subsequent years. This salary schedule shall replace the salary schedule for daily substitute teachers from the 2020-2023 Unit D collective bargaining agreement, and will be subject to COLAs starting on September 1, 2023.

Step	Daily Rate
1	\$129.71
2	\$129.71
3	\$144.55
4	\$144.55
5	\$146.62
6	\$146.62

**ARTICLE 15  
Wages**

**Section 2:** Employees shall be eligible to advance to ~~Step 2~~ one step on the salary schedule for each after three (3) years of continuous year of service as an ISS employee.

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

D. Agreements Impacting Unit E

**38-32. Add Assistant Athletic Director and Athletic Trainer to Unit E  
Recognition Clause and Place them in the Group **ED** 10-month**



**basis salary schedule**  
Article 1, Appendix A

Section 1: For purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiations of collective bargaining agreements, the Committee hereby recognizes Unit E of the Association as the exclusive collective bargaining representative and agent of all regularly appointed full and part-time employees in the following positions: Administrative Technology Specialist, Network Specialist, Research Assistant, Student Information Systems Specialist, Business Information Systems Specialist, Administrative Information Specialist/Trainer, Financial Analyst, Transportation Assistant, Director of Transportation, Purchasing Manager, Theater Technical Assistant, Children's Program Coordinator, Senior Adult Program Coordinator, Adult/ESL Program Coordinator, Newton Community Education Administrative Assistant, Lifetime Learning Program Coordinator, School Information Specialist, Production Center Manager, Support Services Project Assistant, Instructional Technology Support Specialist, Technology Support Assistant, Student Information Specialist Assistant, and Creative Arts Committee Coordinator, Assistant Athletic Director, and Athletic Trainer.

**39.33. New Entry Level Steps to Unit E Salary Schedules**

1. Effective September 1, 2023, drop one half step (1/2) from the Unit E Salary Schedules (NTE, NTF and NCE). Anyone currently on step 1 of the salary schedule shall be moved to step 1.5 of their respective Salary Schedule. Step 1.5 shall become the new entry level step for the Unit E Salary Schedules (NTE, NTF and NCE).
2. Effective September 1, 2023, drop one half step (1/2) from the Unit E Salary Schedules (NTE, NTF and NCE). Anyone currently on step 1.5 of the salary schedule shall be moved to step 2 of their respective Salary Schedule. Step 2 shall become the new entry level step for the Unit E Salary Schedules (NTE, NTF and NCE).

**40.34. Initial Step Placement of Unit E Employees**  
**Article 10**

Effective September 1, 2023, modify Article 10, Section 4, to introduce the below protocol for the placement of new employees on the salary schedule. *This placement protocol will be adjusted when the initial step on the salary scale is adjusted per this Collective Bargaining Agreement.*"

**ARTICLE 10**  
**Initial Staff Employment**

**Section 3:** Initial placement on the salary schedule shall be based on training and/or experience.

**Section 4:** With respect to initial placement, the Committee shall determine, based on reasonable the below criteria, the amount of credit which may be given for previous outside experience, related experience, and Peace Corps work: ~~Reasonable effort will be made to award such credit equitably for all new employees.~~

Years of Experience	Step Placement
---------------------	----------------

1-5	1
6-10	1.5
11-15	2
16+	2.5

**41.35. “Reasonable Time Necessary” for Unit E Workday**  
**Article 13**

**ARTICLE 13**  
**Work Day – Work Year**

**Section 2:** ~~Unit E members shall work at their assigned duties each day for whatever reasonable time may be necessary.~~

The work week for Unit E employees is generally thirty-seven and one-half (37-½) hours per week excluding their unpaid meal breaks each day. Unit E members may be required at times to work for more than 37-½ hours in a week in connection with time sensitive work.

The employee’s Supervisor outside of the NTA will make a reasonable effort to allow for the use of flexible time within the same or following pay period for an employee who has been required to work more than 37-½ hours per week.

**42.36. Allow Eligible Unit E Employees to Work from Home**  
**Article 13**

Section 3: With the prior approval of their supervisor outside the NTA, Unit E employees may work remotely. All work week/work day requirements stated in this article remain in place for employees working remotely.

**43.37. Add Juneteenth to Unit E Holiday List**  
**Article 14**

**ARTICLE 14**  
**Holidays**

**Section 1:** The following days shall be days off without loss of pay:

- |                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Columbus Day           |
| Presidents’ Day             | Veterans’ Day          |
| Patriots’ Day               | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |
| <u>Juneteenth</u>           |                        |

This agreement was signed on \_\_\_\_\_.

**For the Newton School Committee:**

**For the Newton Teachers Association:**