

Newton School Committee's Package Proposal¹

Memorandum of Agreement

Between

The Newton School Committee

And

The Newton Teachers Association – Unit C

The Newton School Committee (“Committee”) and the Newton Teachers Association Unit C (“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 32: Duration (p. 42)²
 - 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 21: Salaries
 - A. Section 1 (pp. 27-29)
 - i. Update the references to each Appendix (housekeeping)
 - ii. Replace the first seven paragraphs (all paragraphs before “Appendix A-1”) with the following:

The salary schedules are set forth in the attached Appendices.

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

*Do not renumber steps

¹ 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 The Committee’s proposals that are not included in this package are not withdrawn.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.

² Page numbers refer to the 2020-2023 integrated CBA produced by the Committee.

B. Section 4 (pp. 29-30)

Replace Section 4 in its entirety with the following:

- (1) Fiscal Year 2024
Effective September 1, 2023, a 1.90% increase will be applied to Step 12 in the salary schedule in Appendix A.

Effective September 1, 2023, a 1.60% increase will be applied to the salary schedule in Appendix A for all Steps except Step 12.

- (2) Fiscal Year 2025
Effective September 1, 2024, a 2.00% increase will be applied to Step 12 in the salary schedule in Appendix A.

Effective September 1, 2024, a 1.70% increase will be applied to the salary schedule in Appendix A for all Steps except Step 12.

- (3) Fiscal Year 2026
Effective September 1, 2025, a 2.00% increase will be applied to Step 12 in the salary schedule in Appendix A.

Effective September 1, 2025, a 1.80% increase will be applied to the salary schedule in Appendix A for all Steps except Step 12.

3. Appendix D : Coaches Salary Schedule

- A. Effective September 1, 2023, move “Cheerleaders” and “Dance” from Groupe VI to Group V.

B. Appendix D Stipends shall be increased as follows:

- A. Fiscal Year 2024
Effective September 1, 2023, a 1.5% increase will be applied to the coaches’ salary schedules.

- B. Fiscal Year 2025
Effective September 1, 2024, a 1.6% increase will be applied to the coaches’ salary schedules.

- C. Fiscal Year 2026
Effective September 1, 2025, a 1.6% increase will be applied to the coaches’ salary schedules.

4. Appendix E: Stipended Positions

- 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 31: Retirement (p. 42)

- 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 work year shall receive five hundred dollars (\$500) in addition to the benefit provided in Section 1 of this Article.

6. Article 13: Tuition Cost and Tuition Reimbursement (p. 21)

- 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.

7. Article 9: Parental Leave (pp. 15-17) .

Amend Article 9 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~~ Article 8, Section 6 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 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~~ employee to the same or similar ~~subject or grade level position~~ 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 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 23, 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 23, Section 4, pro-rated based upon the total number of requests and the amount of funds available.~~

8. Article 8: Sick Leave (pp. 11-14)

- (i) Amend Section 2 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.

- (ii) Amend Section 6 : Sick Leave Bank as follows (new language underlined; deleted language struck):

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: 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 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 (4) members. Two (2) members shall be designated by the Committee Superintendent 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 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; and
 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 (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the 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.

9. Article 7: Health Insurance (p. 9)

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. Article 24: Tuition-Free Attendance (p. 34)

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

B. Replace in its entirety 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 members' 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.

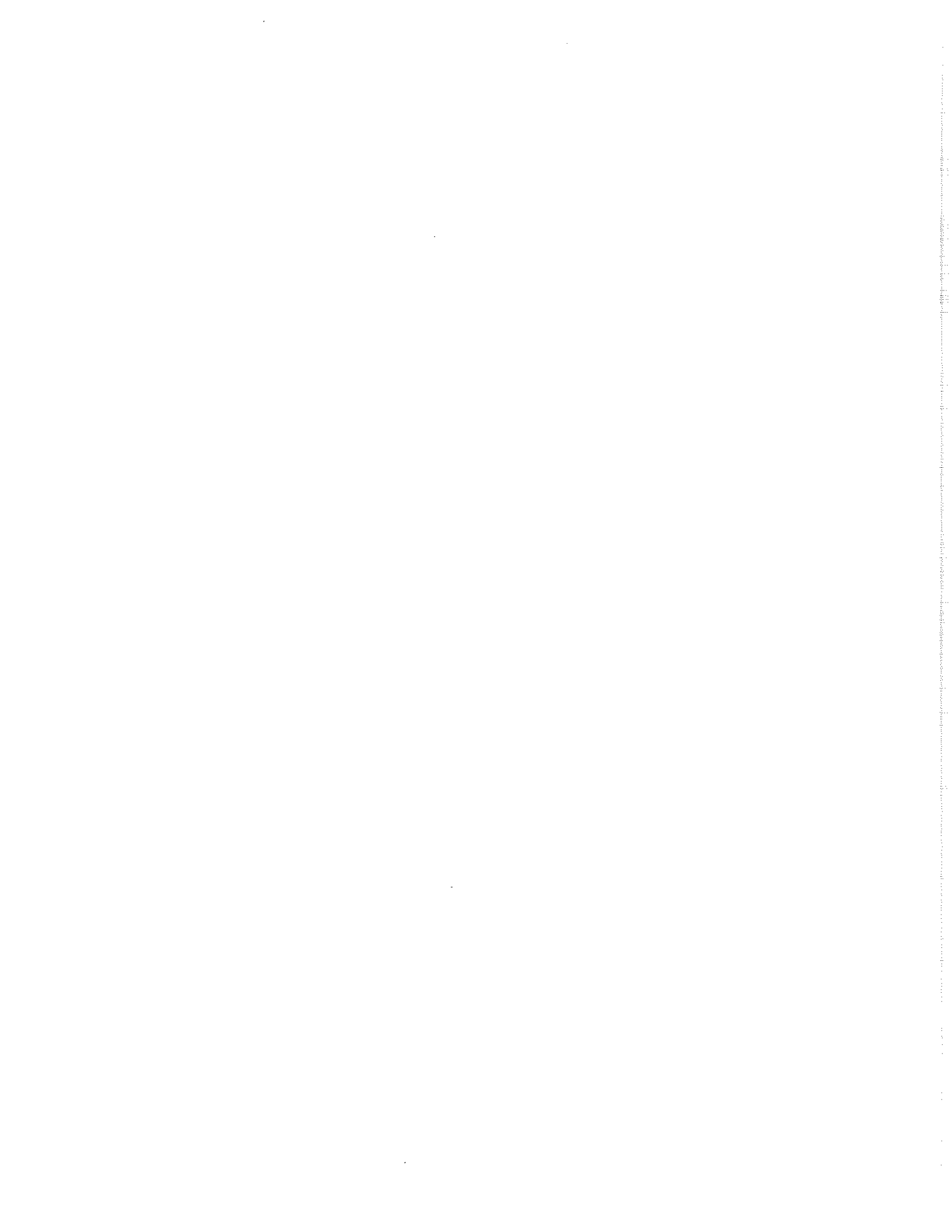
Non-resident students requiring an out-of-district placement under Massachusetts or Federal special education law will be referred back to the school district of the student's residence and all rights and costs regarding such placements shall remain the obligation of the school district of actual residence. 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.

11. Housekeeping

- A. Article 1 Recognition (p. 1)
Delete the following titles from Section 1: television aide;
Replace "Flexible Behavioral Support Technicians" with "SEL Interventionists"
- B. Article 3, Section 2 (p. 3):
Replace "teacher Aides" with "Educational Support Professionals"
- C. Article 4 Vacancies and Transfers (p. 6)
 - (i) Replace Section 1 with the following: "Vacancies that the Committee intends to fill 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 2 with the following: "This Section intentionally left blank."
 - (iii) Replace the first sentence in Section 4 with the following: "Notices of vacant positions will be publicized through the school administration technology software and platforms utilized by Human Resources to advertise and post vacant positions."
- D. Article 18 (p. 25)
Amend Section 1 as follows (new language underlined): No employee covered by this agreement who has completed the probationary period will be disciplined without good cause.

- E. Article 25 Full Day Kindergarten (pp. 34-35)
 Delete all Sections except Section 3. Replace Section 3 with:
 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.
- F. Article 27 Indemnification (pp. 36-37)
- (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.”
- G. Article 28 Inclusion of Specifically Designated Students (pp. 37-39)
 Delete the title and the entirety of Article 43 and replace with “This Article intentionally left blank.”
- H. Article 29 - Reduction in Force (pp. 39-41)
- (i) Section 1: replace “teaching aide” with ESP in all sections
- (ii) Section 2: replace “aide” with ESPs; replace “behavior therapy assistants” with “ABA technicians and SEL interventionists” under Category 2
- (iii) Section 5 E: replace “certified mail” with “email” and replace “the office of the Superintendent a self-addressed envelope(s)” with “the Human Resources office their personal email address”
- I. Article 21, Salaries (pp. 27-32)
 Replace “teacher aide” or “ABA technicians” with ESPs in all sections and associated salary scales



Newton School Committee's Package Proposal¹

Memorandum of Agreement

Between

The Newton School Committee

And

The Newton Teachers Association – Unit D

The Newton School Committee (“Committee”) and the Newton Teachers Association Unit D (“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 27: Duration (p. 20)²
Replace “September 1, 2020” with “September 1, 2023”; replace “August 31, 2023” with “August 31, 2026”; and replace “October 15, 2022” with “October 15, 2025”.

2. Article 15: Wages (pp. 11-13)
 - A. Section 3 (p. 11)
Amend Section 3 as follows (new language underlined):
February 1st is the anniversary date of step increases for all Unit D members.
Effective September 1, 2025, January 1st is the anniversary date of step increases for all Unit D members.

 - B. Section 4 (pp. 11-12)
Replace Section 4 in its entirety with the following:
 - (1) Fiscal Year 2024
Effective September 1, 2023:
 - Add five dollars (\$5.00) to the daily rate of pay on all steps for ISS in Appendix A.
 - Add nine-hundred dollars (\$900) to the annual rate of pay on all steps for ISS-Five Day in Appendix A.
 - A 1.90% increase will be applied to Step 6 in the ISS daily rate of pay schedule and Step 3 in the annual rate of pay for the ISS-Five Day schedule in Appendix A.
 - A 1.60% increase will be applied to Steps 1-5 in the ISS daily rate of pay schedule and Steps 1 and 2 in the annual rate of pay for the ISS-Five Day schedule in Appendix A.

¹ 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.

² Page numbers refer to the 2020-2023 integrated CBA produced by the Committee.

- (2) Fiscal Year 2025
Effective September 1, 2024:

A 2.00% increase will be applied to Step 6 in the ISS daily rate of pay schedule and Step 3 in the annual rate of pay for the ISS-Five Day schedule in Appendix A.

A 1.70% increase will be applied to Steps 1-5 in the ISS daily rate of pay schedule and Steps 1 and 2 in the annual rate of pay for the ISS-Five Day schedule in Appendix A.

- (3) Fiscal Year 2026
Effective September 1, 2025:

A 2.00% increase will be applied to Step 6 in the ISS daily rate of pay schedule and Step 3 in the annual rate of pay for the ISS-Five Day schedule in Appendix A.

A 1.80% increase will be applied to Steps 1-5 in the ISS daily rate of pay schedule and Steps 1 and 2 in the annual rate of pay for the ISS-Five Day schedule in Appendix A.

3. Article 26 Retirement (p. 20)

Add the following new Section 2 to Article 26 Retirement:

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

4. Article 8: Professional Development (pp. 7-8)

A. 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.”

B. 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.

5. Article 17: Sick Bank (p. 14)

Amend Section 1 as follows (new language underlined):

Unit D 5-day a week members who 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 may participate in the sick leave bank* subject to the following restrictions: (i) these sick days from the sick leave bank can only be used prospectively by a unit member who has been out sick for more than two consecutive weeks and whose illness is confirmed by a doctor's certificate; and (ii) the grant of days by the Sick Leave Bank Committee shall not exceed thirty (30) days. In no event may anyone be entitled to more than thirty (30) days from the sick leave bank in the aggregate over any three (3) year rolling period. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year. 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.

6. Article 25: Health Insurance (pp. 18-20)

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 Tier I, \$35 Tier II, and \$55 Tier III. [no change]

7. Article 18: Tuition Free Attendance (p. 14)

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 members' 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.

8. Housekeeping

A. Article 23 Indemnification (pp. 16-17)

- (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 28 258, 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.”

Newton School Committee's Package Proposal¹

Memorandum of Agreement

Between

The Newton School Committee

And

The Newton Teachers Association – Unit E

The Newton School Committee (“Committee”) and the Newton Teachers Association Unit E (“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 37: Duration (p. 38)²
Replace “September 1, 2020” with “September 1, 2023” and replace “August 31, 2023” with “August 31, 2026”
2. Appendix A and B
 - A. Effective September 1, 2023, drop one half (1/2) step 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).
 - B. Effective September 1, 2024 , drop one half (1/2) step 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).
3. Article 30: Salaries
 - A. Section 5 (p. 33)
Amend Section 5 as follows (new language underlined; deleted language struck):

~~In the 2020-2021 school year, February 1st is the anniversary date of step increases for all Unit E members.~~

~~In the 2021-2022 school year, January 1st is the anniversary date of step increases for all Unit E members.~~

¹ 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.

² Page numbers refer to the 2020-2023 integrated CBA produced by the Committee.

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

In the 2025-2026 school year, November 1st is the anniversary date of step increases for all Unit E members.

The anniversary date for step increases to coaches' salaries is September 1st.

B. Section 8 (pp. 35-36)

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 7 in the salary schedule in Appendix A and Appendix B.

Effective September 1, 2023, a 1.50% increase will be applied to the salary schedule in Appendix A and Appendix B for all Steps except Step 7.

- (2) Fiscal Year 2025
Effective September 1, 2024, a 2.00% increase will be applied to Step 7 in the salary schedule in Appendix A and Appendix B.

Effective September 1, 2024, a 1.60% increase will be applied to the salary schedule in Appendix A and Appendix B for all Steps except Step 7.

- (3) Fiscal Year 2026
Effective September 1, 2025, a 2.10% increase will be applied to Step 7 in the salary schedule in Appendix A and Appendix B.

Effective September 1, 2025, a 1.60% increase will be applied to the salary schedule in Appendix A and Appendix B for all Steps except Step 7.

C. Appendix C – Coaches Salary Schedule

- (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.

4. Appendix C: Coaches Salary Schedule
Effective September 1, 2023, move “Cheerleaders” and “Dance” from Group VI to Group V.

5. Appendix D: Stipended Positions Salary Schedules
 - 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)

6. Article 36 Retirement
Add the following new Section 2 to Article 36 Retirement:
 - Section 2: Effective September 1, 2023, employees who give notice or retirement at least six (6) months prior to their last day of work and who work through June 30th following such notice shall receive five hundred dollars (\$500) in addition to the benefit provided in Section 1 of this Article.

7. Article 13 Work-Day Work Year (pp. 18-19)
 - A. Add the following to Section 2:
 - “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 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 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 in a week.”

 - B. Add the following new Section 4 to Article 13:
 - Section 4: With the prior approval of the employee’s supervisor outside of 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.

8. Article 14: Holidays (p. 19)
Effective September 1, 2023, add Juneteenth to the list of holidays in Section 1.

9. Article 19: Tuition Cost (p. 23)
 - 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.”

10. Article 5: Sick Leave (pp. 6-7)

- A. Amend Section 5 by replacing: “up to eleven (11) of his or her fifteen (15) annual sick days” with “up to fourteen (14) of their personal sick days per school year”
- B. Amend Section 12 Sick Leave Bank as follows (new language underlined; deleted language struck):

Section 12: 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 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 ~~Committee~~ Superintendent 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 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 Unit E 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.

11. Article 9: Parental Leave, Section 5 (pp. 16-17)

Amend Article 9 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 General Laws Chapter 149, Section 105D, Massachusetts Parental Leave Act (MPLA), 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. A 10-month employee whose leave commences 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, a 10-month employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of forty 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~~ employee to the same or similar ~~subject or grade level position~~ that he/she held at the time the leave commenced.

Section 5: A. If a 10-month 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 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 23, 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 23, Section 4, pro-rated based upon the total number of requests and the amount of funds available.~~

12. Article 23: Health Insurance (pp. 26-28)

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 Tier I, \$35 Tier II, and \$55 Tier III. [no change].

13. Article 34: Tuition-Free Attendance (p. 37)

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 members' 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.

14. Housekeeping

A. Article 16 Vacancies and Promotions (pp. 20-21)

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."

B. Article 17, Section 7 Evaluation (p. 22):

The parties will implement the agreed-upon evaluation tool starting in the 2023-2024 work year.

C. Article 22 Protection and Indemnification (pp. 22-25)

(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.”

D. Delete Appendix E (obsolete)