

NTA Mediation Responses on Parental Leave, Tuition Free Attendance, and Evaluation:
1/19/24

1. Parental Leave

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

1. Effective for leaves commencing after ratification, increase total number of days of the current parental leave policy to 60 working (FMLA) days.
2. Effective September 1, 2024, increase the number of parent leave days paid by the district to 20;
Effective September 1, 2025, increase the number of parent leave days paid by the district to 30;
Effective September 1, 2026, increase the number of parent leave days paid by the district to 40;
~~Effective August 31, 2027, increase the number of parent leave days paid by the district to 45;~~
3. Effective for leaves commencing after ratification, an employee may take their leave in one or two continuous periods.
4. 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)
5. 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)
6. Effective for leaves commencing after ratification, modify Article 5, Section 12 to allow equitable access to sick leave bank.

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. Effective September 1, 2024, the first twenty (20) days of such leave shall be paid without deduction from any contractual leave time. Effective September 1, 2025, the first thirty (30) days of such leave shall be paid without deduction from any contractual leave time. Effective September 1, 2026, the first forty (40) days of such leave shall be paid without deduction from any contractual leave time. ~~Effective September 1, 2027, The first ten (10) forty-five (45) days of such leave shall be paid without deduction from any contractual leave time.~~ Effective September 1, 2024, up to forty (40) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Effective September 1, 2025, up to thirty (30) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Up to ~~thirty (30)~~ twenty (20) 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.

If both Parents are employed by the District, each employee is entitled to up to ~~forty (40)~~ sixty (60) 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 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; members who are eligible for parental leave. ~~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).~~

2. Tuition Free Attendance

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

Holding on our compromise proposal offered 12/18/24.

Article 42: Tuition-Free Attendance

Acceptance of Non-Resident Newton Teacher Association Employee's Children in Newton Public Schools

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 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.

3. Evaluation (Tentative Agreement)

A. Union accepts Committee's proposal on 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, which 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.

B. Union accepts Committee's counter to NTA proposal on Evaluation Handbook:

(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.