

NTA Bargaining Agenda for 11-2-23

- Package Proposal for 11-2-23 has a counter to NPS Health Insurance (page 31)
 - Changes from 10-25-23 highlighted in gray.
- Recommend that we form a subcommittee to address evaluation proposal (page 34)

NTA Package Proposal 11-2-23

Package Part 1: Salary

NTA ACTIVE Proposals #1, 3, 4, 5, 7, 8, 10, 11, 31, 32
 NTA TAs #2, 6, 9
 NPS TA #12

(ACTIVE 11-2-23) NTA #1: NPS accepts “COLAs”

Unit A, Article 39; **Unit B**, Article 31; **Unit C**, Article 21; **Unit D**, Article 15; **Unit E**, Article 30

- Effective September 1, 2023, 2024 and 2025, 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, B, E

Year	Stepping	Top Step
1	3.4%	3.4%
2	3.5%	3.7%
3	3.6%	3.8%

Unit C, D (years 2 and 3)

Year	Stepping	Top Step
1	4.5%	4.5%
2	4.5%	4.5%
3	4.5%	4.5%

- Effective September 1, 2023, apply the below COLAs to the Units A, B, C, D, and E Coaches salary schedules

Year	Stepping	Top Step
1	3.4%	3.4%
2	3.5%	3.7%
3	3.6%	3.8%

1. This is a package proposal. The NTA’s package is comprehensive. It includes all standing proposals that it has made to the Committee, all standing responses it has made to Committee proposals, all “on the record” TA’s that were made prior to exchanging full package proposals and prior to entering into mediation, all “off the record” TA’s that were agreed to during mediation, all “on the record” proposals that were withdrawn prior to mediation (found at the end of document), and all of the above inclusive of proposals with respect to all five units. The NTA’s prior positions on items included in this package are maintained if this package is not accepted in full.

- September 1, 2023, apply the below COLAs to the Units A, B, C, D, and E Stipended Positions salary schedules

Year	Top Step
1	3.4%
2	3.7%
3	3.8%

**(TA 5-18-23) NTA #2: “Coaches Salary and Stipends
NPS #12: “Green Team Coordinators Stipends”**

NTA # Units A, B, C, D, E Appendices

Effective September 1, 2023:

- 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.”
- Add a “Green Team” Captain Stipend to the Citywide stipends, up to one in NECP, one in each elementary school, two in each middle school, four in each high school, and one at the Ed Center. Value the same as a Group B high school stipend.
- Increase the number of possible elementary club advisory stipends to 6 (“Up to ~~3~~ 6 per elementary school”).

(11-2-23) NTA withdraws counter and rejects **NPS** proposal for a one-time retention payment for employees in the A, B, C D, and E collective bargaining units.

(ACTIVE 11-2-23) NTA #3: NPS accepts “New Entry Level Steps in Unit C”

Unit C, Article 21

- Drop two steps from the bottom of the Category 1 and Category 2 Unit C Salary Schedules. Drop one half (1/2) step in September 2023, one half (1/2) step in September, 2024, and one (1) full step in September, 2025.
- In September of 2025, after implementing the changes above, renumber the Category 1 and Category 2 salary schedules to reflect these changes. (Include both for reference purposes in contract).

(ACTIVE 11-2-23) NTA #4: NTA withdraws “New Category C Unit C salary schedule”

Unit C, Article 1, Recognition; Article 21, Salaries; Article 29, Reduction in Force

(ACTIVE 11-2-23) NTA #5: NPS accepts New Unit D Salary Schedules”

Unit D, Article 15, Wages

Daily Substitutes

- Effective September 1, 2023, the salary schedule below 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 beginning on September 1, 2024.

Step	Daily Rate
1	\$150
2	\$155
3	\$160
4	\$165
5	\$175

Five day per week Substitutes

- Effective September 1, 2023, the salary schedule below 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 on September 1, 2024.

Step	Yearly Salary
1	\$33,650*
2	\$35,653*
3	\$38,156*

**From NPS 4-4-23 counter*

- Effective September 1, 2023, retired NPS employees who worked under one of NTA/NPS Collective Bargaining Agreements and are hired by the NPS to work as ISS daily or weekly substitutes shall receive a 5% increment to the above salary rates.

Add a new Section 5; renumber subsequent Sections.

Section 5: Retirees from the NPS who previously worked under an NTA/NPS collective bargaining agreement and return to work as an ISS employee shall be awarded a 5% increment on their salary rate.

- Effective September 1, 2023, Delete Article 13, Sections 2.

~~**Section 2:** Employees shall be eligible to advance to Step 2 after three (3) years of continuous service as an ISS employee.~~

(TA 2-13-23) **NTA #6: “New Entry Level Steps to Unit E Salary Schedules”**

Unit E, Article 30, Salaries

- 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).

- Effective September 1, 2024, 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).

(ACTIVE 11-2-23) NTA #7: NTA withdraws “New Top-Level Step to Unit E”

Unit E, Article 30, Salaries

(ACTIVE 11-2-23) NTA #8: NPS accepts “Longevity”

Unit A, Article 35, Longevity, **Unit B**, Article 29, Longevity, **Unit C**, Article 22, Longevity, **Unit D** Article 16, Longevity, **Unit E**, Article 28, Longevity

- Effective September 1, 2023, longevity payments and timelines shall change as below:

Years of Service	Payment
After 10 years of service	\$800
After 15 years of service	\$1,200
After 20 years of service	\$1,700
After 27 years of service	\$3,900

(TA 5-18-23) NTA #9/NPS Alternative Proposal. “Enhanced Retirement Incentive”

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: **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 30th following such notice shall receive \$500 in addition to the benefit provided in Section 1 of this Article.

(ACTIVE 11-2-23) NTA #10: NPS accepts “Step Increase Anniversary Date”

Unit A, Article 39, Salaries, **Unit B**, Article 31, Salaries, **Unit D**, Article 15, Wages, **Unit E**, Article 30, Salaries

(modified in 10-2-23 mediation)

- 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 August 31, 2026, move anniversary date of Step Increase to September 1.

(ACTIVE 11-2-23) NTA #11: NPS accepts “Initial Placement on Unit E Salary Schedule”

Unit E, Article 10, Initial Staff Employment

- Effective September 1, 2023, each year of equivalent outside work experience in a pre-12 educational context shall count as one (1) full step toward initial placement on the salary schedule. Each year of outside experience in a related field of work shall count as one half (1/2) step toward initial placement on the salary schedule.

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 following criteria, the amount of credit which may be given for previous outside prek-12 experience and related work experience. ~~and Peace Corps work.~~ Each year of equivalent outside work experience in a prek-12 educational context shall count as one (1) full step toward initial placement on the salary schedule. Each year of outside experience in a related field of work shall count as one half (1/2) step toward initial placement on the salary schedule.

(W) 7-17-23 NTA #31: NTA withdraws “Move the position of Director of Data Analysis and Enrollment Planning from Unit E, Group H, to Unit B, Salary Schedule BA3—215 Days”

Unit B, Article 1, Recognition

(ACTIVE 11-2-23) NTA #32: NPS accepts “All Career and Technical Education Aides will be placed on the Television Aide Salary Schedule”

Unit E, Article 18, section 1

- Effective September 1, 2023, All Career and Technical Education Aides will be placed on the Television Aide Salary Schedule.

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

Amend the Television Aide Salary Schedule heading as below:

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

Package, Part 2: Working Conditions

NTA Proposals	12, 13, 16, 17, 18, 25, 26, 29, 30
NPS Proposals	3, 4A, B, C, 11
NTA TAs	#14, 15, 19
NPS TA	#2
<i>Off the Record NTA TAs</i>	#30

(ACTIVE 11-2-23) NTA #12: NPS accepts “Modify Unit C Hours”

Unit C, Article 3, Work Day – Work Year

- Effective September 1, 2023 full time Category 1 and Category 2 Educational Support Professionals at the elementary and middle schools shall all be assigned, minimally, 35 hours per week and 36.5 hours per week at the high schools. All K-12 ABA Behavior Technicians working in Sub-Separate Programs and SEL Interventionists shall be assigned, minimally, 40 hours per week. Pre-school ABA Behavior Technicians in the Pre-school Sub-Separate programs shall be assigned, minimally, 37.5 hours per week.

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- ~~and All full-time Category 2, shall leave-depart 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.~~

Full time Category 1 and Category 2 Educational Support Professionals shall be assigned to work, minimally, 35 hours per week in elementary or middle school, and 36.5 hours per week in high school.

ABA Behavior Technicians working in K-12 Sub-Separate Programs and SEL Interventionists shall be assigned, minimally, 40 hours per week.

ABA Behavior Technicians working the pre-school Sub-Separate Programs shall be assigned, minimally, 38 hours per week.

High school Television and Career and Technical Education Aides shall be assigned 36.5 hours per week.

ESP's remaining assigned hours may be scheduled to allow for: Additional time may be used flexibly to-(1) planning with teachers, including attending PLC meetings, common planning time meetings, consults with Special Education staff, (2) attending building based and other staff meetings, (3) working with Unit A members on planning lessons and modifying curriculum, (4) recording 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) participating in professional development.

(ACTIVE 11-2-23) NTA #13: NPS accepts Elementary Preparation Time

Unit A, Article 44, Elementary Preparation Time

- Effective September 1, 2024, Article 43, “Elementary Preparation Time,” Section 1, shall be modified to increase elementary preparation time to a minimum of 220 minutes per week, with 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 at 1/6 the workshop rate per missed preparation period.

ARTICLE 44

Elementary Preparation Time

Section 1: 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 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 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.

The Committee will indemnify a teacher in an elementary school who loses preparation time such that their total preparation time falls below 220 minutes per week. Teachers will timesheet their missed preparation time, and shall be reimbursed in the next pay period. They shall be paid 1/6 of the workshop rate, for any missed preparation period of 30 minutes to 60 minutes. Any loss of a

continuous period of at least 30 minutes of preparation time shall be so compensated (e.g., 30 minutes of one 45 minute preparation period.)

(TA 5-18-23) NTA #14: “Define ‘Reasonable Time Necessary’ for Unit E Workday”

Unit E, Article 13, Work Day – Work Year

- Effective September 1, 2023, modify Article 13, “Work Day – Work Year” Section 2 to define the Unit E work week as thirty-seven and one-half (37 ½) hours per week. (Forty (40) hours minus a paid daily one half (1/2) hour lunch break.)

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 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 worked more than 37-½ hours per week.

(TA 2-13-23) NTA #15: “Allow Eligible Unit E Employees to Work from Home”

Unit E, Article 13, Work Day – Work Year

- Effective September 1, 2023, add a new Article 13, “Work Day – Work Year” Section 3 as below in order to allow for remote work opportunities for eligible employees with the approval of their non-aligned supervisor.

ARTICLE 13

Work Day - Work Year

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.

(ACTIVE 11-2-23) NTA #16: NTA withdraws “Provide Adequate Technology Support”

Unit A, Article 25, Teacher Facilities

(ACTIVE 11-2-23) NTA #17: Revises/withdraws “Provide Adequate Substitute Coverage”

Unit A, Article 16

- **NTA proposes a side letter for the duration of this contract.**

“The parties agree that, effective September 1, 2023, and for the duration of the present agreement, NPS will follow the FY22 elementary and middle school formulae for allocating days of ISS coverage to elementary and middle schools. If a school principal elects to hire one or more full time ISS employee(s), that school will not have its quota of allocated substitute days reduced as a result of this choice. The NPS agrees that it will compile data over this three-year period to determine how effective this approach is for providing fuller substitute staffing, as well as the cost differential of hiring full time versus part time substitutes over this period of time. The NPS will share this data with the NTA and the Committee before the commencement of negotiations on a successor agreement.”

(Include the formula charts with the side letter.)

(ACTIVE 11-2-23) NTA #18: NPS accepts “Provide Adequate Substitute Coverage: Floating BTs”

Unit C, Article 5

- Effective September 1, 2023, provide floating Behavioral Therapists to provide coverage for BT’s according to the ratios below.

Section 4: The district will provide, minimally, ABA Behavioral Technician floating staff to provide coverage in Substantially Separate programs according to the following ratios:

<u>ABA BTs in program</u>	<u>Floating ABA BTs assigned</u>
<u>10<</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 5: The district will provide, minimally, Behavioral Technician floating staff to provide coverage in the Newton Early Childhood Center according to the following ratios:

<u>BTs in program</u>	<u>Floating BTs assigned</u>
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<u>10<</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>

(TA 5-18-23) NTA #19: “Pay Unit A Employees to Substitute”

Unit A, Article 16, Substitutes

- Effective September 1, 2023, Teachers at the high school and middle school levels may volunteer and be compensated to provide substitute coverage, per the revised Article 16, Section 2 below:

ARTICLE 16

Substitutes

Section 2:

~~In the event that the regular Unit A 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.~~

Effective September 1, 2023, teachers at the high school level may, on a voluntary basis and at the request of the principal or their designee, substitute teach during the teacher’s non-teaching periods for classes that they are qualified to teach when another teacher 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 taught 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.

(ACTIVE 11-2-23) NTA #29: NPS accepts “Minimum of one regular education full time Social Worker, Guidance Counselor or School Adjustment Counselor in preschool, elementary and middle schools”

Unit A, Article 18

- Effective September 1, 2024, the pre-school and every elementary and middle school shall have a minimum of one full time regular education Social Worker, Guidance Counselor or School Adjustment Counselor in every building, and maintain a minimum of one full time SEL Interventionist in every building.

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: The pre-school and every elementary and middle school shall have a minimum of one full time regular education Social Worker, Guidance Counselor or School Adjustment Councilor in every building, as well as assign a minimum of one full time SEL Interventionist in every building.

(Off the Record TA 11-2-23) NTA #30

Unit A, Article 1, Article 17

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

(TA 5-18-23) NPS #2: “Elementary School Day”

Unit A Proposal Document Only—no specific article—side letter?

Within sixty (60) days of ratification of this Agreement, the Association and School Committee or its 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
- provide increased planning and common planning time for elementary teachers including specialists and special educators.

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

(ACTIVE 11-2-23) NPS #3: NPS withdraws “Team Specialist to be responsible for evaluating ESPs. Teachers contribute to the evaluation of ESPs”

Unit A: no Article specified, **Unit B:** no Article specified, **Unit C:** no Article specified

(ACTIVE 11-2-23) NPS #4A: NTA counters “Work Day Work Year: Earlier Start to School Year; Additional PD day at Beginning of Year”

Unit A: Article 17: Work Year, Teaching Hours, and Teaching Load (pp. 26-27), **Unit B:** Article 15 (formerly Article 14): Work Day - Work Year (pp. 19-21), **Unit C:** Article 3: Work Day — Work Year (pp. 2-6)

Amend Unit A, Article 17, Work Load, Teaching Hours, and Teaching Load 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)

- During the first two (2) workdays of the school year, all employees covered by this agreement shall have ten (10) hours set aside for self-directed preparation for the school year, including, at their discretion, attendance at any district wide opening day event.

ARTICLE 17

Work Year, Teaching Hours, and Teaching Load

Section 2: 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 ~~Wednesday and Thursday~~ Monday and Tuesday before Labor Day 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.

The number of scheduled days in the work year shall be no more than 188 days, which shall include:

- 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.
- 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. During the first two (2) workdays of the school year, all employees covered by this agreement shall have ten (10) hours set aside for self-directed preparation for the school year, including, at their discretion, attendance at any district wide opening day event.
- C. The third conference day shall be a half day.
- D. In addition, the last student day of school prior to the summer break will be a half-day for students and a full day for employees.

Amend **Unit B**, Article 15: Work Day - Work Year (pp. 19-21), **Unit C**: Article 3: Work Day — Work Year (pp. 2-6) similarly.

(ACTIVE 11-2-23) NPS #4B: “NPS withdraws Work Day Work Year: Parent Conference/PD Day(s) During School Year”

Unit A: Article 17: Work Year, Teaching Hours, and Teaching Load (pp. 26-27), **B**: Article 15 (formerly Article 14): Work Day - Work Year (pp. 19-21), **Unit C**: Article 3: Work Day — Work Year (pp. 2-6)

(ACTIVE 11-2-23) NPS #4C: “NPS withdraws Work Day Work Year: Psychologists’ Work Year 190 Days”

Unit A: Article 17: Work Year, Teaching Hours, and Teaching Load (pp. 26-27)

(ACTIVE 11-2-23) NPS #11: NPS accepts NTA revised “Time and Learning Agreements,” which includes that:

(ACTIVE 11-2-23) NTA #24: NPS accepts “Equalize Middle School Meeting Time” and

(ACTIVE 11-2-23) NTA #25: NPS accepts “High School Meetings before School”

- Effective September 2024, modify the elementary, middle and high school Time and Learning Agreements as follows.

Gray indicates language adopted from NPS 7/17/23 proposal

TIME AND LEARNING AGREEMENT

PREAMBLE

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

ELEMENTARY SCHOOLS

- ~~1. Thursdays will be a regularly scheduled day, eliminating the “Thursday Afternoon Program.”~~
1. Student arrival will begin at 8:10 when the first bell rings. The instructional hours for students will be four (4) days (M, Tu, Th, F) from 8:20 AM to 2:50 PM, and one (1) day (Wednesday) from 8:20 AM to 12:20 PM.
2. The regular work day for all elementary teachers will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day shall conclude at the same time daily, which shall be ~~will end~~ 10 minutes after the students are dismissed from school on a regular school day.
3. The Newton Public Schools will ~~offer~~ provide citywide professional development during the regular school day in either a half or full day timeframe. Teachers will be released from their regular teaching duties and provided with appropriate coverage to attend district professional development sessions. ~~during this time, and the district will provide appropriate coverage.~~
4. Wednesday afternoon release time will be used as follows:
 - Building principals may schedule one staff meeting per month from 1:05-3:00.
 - The parties agree to set aside three (3) or four (4) Wednesday afternoons per month (three when there are four Wednesdays in a month and four when there are five) for one hour of Professional Learning Community (PLC) time and one hour of personal planning time. 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.

- ~~Beginning in the 2017-2018 school year,~~ Special Education Teachers, ELL Teachers, and special area teachers have an average of 4 hours per month unassigned on Wednesday afternoons. Special Education Teachers and ELL Teachers act as consultants for grade level PLC teams and attend those meetings as needed up to 1 hour per month, with the remaining 3 hours being reserved for personal planning.
 - Specialists, ELL teachers and Special Education Teachers (e.g., SW/Psych, OT, Learning Center, Speech/Language, PE, Art, Music, Library etc.) may have up to one Wednesday meeting per month with members of their respective departments in addition to the building staff meetings.
 - Special Education Teachers and ELL Teachers will have an average of three (3) hours of personal planning time each month, with flexibility from month to month. They may participate in PLC's on the remaining Wednesdays. While on occasion building or other administrators may request and/or require that these educators attend a particular PLC, the professional judgment of the educator concerning when and how to most effectively participate in PLC's should be respected.
 - Social Workers and Psychologist and Specialist teachers will continue to reserve one Wednesday per month to use as a job alike PLC.
 - Instructional coaches will modify develop their schedules to allow for the equivalent of the Wednesday planning time during the school day so that they can dedicate weekly Wednesday afternoons to professional collaboration and consulting with colleagues. ~~attend the maximum number of PLCs.~~
 - Teachers will continue to use the Wednesday afternoons adjacent to the two District-wide early release teacher discretion Thursdays at their discretion.
4. The Elementary Oversight Committee with an equal number of members appointed by the Committee and the Association will convene as needed ~~continue to meet~~ for the purpose of overseeing implementation of the Agreement and resolving related problems. A joint subcommittee of the Elementary Oversight Committee will be established for the express purpose of overseeing the Thursday Afternoon Program.
5. ~~There will be one (1) faculty meeting per month.~~
7. The district will schedule ~~six (6)~~ seven (7) early release Thursdays per year at approximately ~~six (6)~~ four or five (4 or 5) week intervals. Of these ~~six~~ seven, four may be used for district or building based professional development or training, ~~and two~~ three shall ~~continue to~~ be used at the teachers' discretion, two of which shall be scheduled during the elementary conference periods.
8. ~~The Committee will have the option, beginning with the 2016-2017 school year, to permanently change the Tuesday elementary dismissal time to 12:45 pm from 12:30 pm. If the Committee exercises this option and if the terms of the Memorandum of Agreement (MOA) dated April 27, 2015, which changed the start time to 8:25 am are no longer being observed, then the restriction on the use of additional time for social and emotional~~

learning purposes will remain in effect through the 2017-2018 school year as described in the MOA.

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

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

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. Teachers will have up to 1215 minutes/week of contact time with students.
3. 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 students are dismissed from school, except for weekly short days, when the regular work day for teachers will end at the end of the teacher work day (See #5 below).
4. 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, teacher discretionary, collaboration with other educators. Teachers may also volunteer to substitute during this time, per the stipulations in Article 16, Section 2 of this Agreement.
5. On the weekly short day, staff meetings shall begin ten minutes after student dismissal and will last no longer than eighty (80) minutes.
6. There will be up to and including seven (7) special early release days during the year. when students are dismissed at 11:30 AM. Of these seven (7), four (4) may be used for district or building based professional development or training, and three (3) shall be used at the teachers’ discretion. Students will be scheduled to attend school for three (3) hours before dismissal. Professional development or teacher discretionary time shall last for three hours.
7. It is the goal of the Committee and the Association to balance the teaching load of all teachers equitably.

8. Teachers may be assigned up to and including two duties per six-day cycle (which may include advisory as an option).
9. Teachers will have one (1) duty-free lunch period/day based on the building schedule.
10. Team teachers will have up to and including five (5) periods every two (2) cycles for scheduled team and Grade Level Department meetings. The focus of team, GLD and other collaborative meetings will continue to be subject to the reasonable direction and not unreasonably withheld approval of the principal or the principal's designee.
11. 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. Homeroom and advisory will continue to be school based decisions.~~
12. 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, with a minimum of one period of unscheduled preparation time each day unless this time has been allocated pursuant to Article 16, Section 2 of this Agreement. 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.~~
13. Team teachers will have up to and including 24 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 30 periods per cycle. Team teachers will have up to and including four (4) additional periods working with students (e.g., extension) per cycle.
- ~~13. The Committee and Administration do not intend to make any significant changes in the split between core contact time and other student learning time (OSLT/Academic Responsibilities) beyond what is in the proposed schedules for 2001-2002.~~
- ~~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. The Committee recognizes its obligation to bargain with the Association over mandatory subjects of collective bargaining.~~
14. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will continue to meet convene as needed for the purpose of overseeing implementation of the Agreement and resolving related problems.
15. The Committee recognizes its obligation to bargain any changes to the school schedule framework that would require altering this time and learning agreement. The Committee agrees to consult with the Association, and, where required, engage in impact bargaining, regarding any changes to the schedule framework that would not require altering this Time and Learning Agreement.

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. Teachers will have up to 1215 minutes/week of contact time with students.
3. 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 students are dismissed from school, except for weekly short days, when the regular work day for teachers will end at the end of the teacher work day (See #5 below).
4. 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, teacher discretionary, collaboration with other educators. Teachers may also volunteer to substitute during this time, per the stipulations in Article 16, Section 2 of this Agreement.
5. On the weekly short day, staff meetings shall begin ten minutes after student dismissal and will last no longer than eighty (80) minutes.
6. There will be up to and including seven (7) special early release days during the year. when students are dismissed at 11:30 AM. Of these seven (7), four (4) may be used for district or building based professional development or training, and three (3) shall be used at the teachers' discretion. Students will be scheduled to attend school for three (3) hours before dismissal. Professional development or teacher discretionary time shall last for three hours.
7. It is the goal of the Committee and the Association to balance the teaching load of all teachers equitably.
8. Teachers may be assigned up to and including two duties per six-day cycle (which may include advisory as an option).
9. Teachers will have one (1) duty-free lunch period/day based on the building schedule.
10. Team teachers will have up to four (4) periods every two (2) cycles for scheduled team and Grade Level Department meetings. The focus of team, GLD and other collaborative meetings will continue to be subject to the reasonable direction and not unreasonably withheld approval of the principal or the principal's designee.
- ~~9. Homeroom and advisory will continue to be school based decisions.~~
11. All teachers will have an average of eight (8) preparation periods/cycle or forty-eight (48) preparation periods over a six-cycle period, with a minimum of one period of unscheduled preparation time each day unless this time has been allocated pursuant to Article 16, Section 2 of this Agreement. 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.
12. Homeroom, lunch and passing time are not counted as part of 1215 minutes/week.

13. Team teachers will have up to 20 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 25 periods per cycle. Team teachers will have up to and including four (4) additional periods working with students (e.g., extension) per cycle
- ~~13. The Committee and Administration do not intend to make any significant changes in the split between core contact time and other student learning time (OSLT/Academic Responsibilities) beyond what is in the proposed schedules for 2001-2002.~~
- ~~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. The Committee recognizes its obligation to bargain with the Association over mandatory subjects of collective bargaining.~~
14. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will continue to meet convene as needed for the purpose of overseeing implementation of the Agreement and resolving related problems.
15. The Committee recognizes its obligation to bargain any changes to the school schedule framework that would require altering this time and learning agreement. The Committee agrees to consult with the Association, and, where required, engage in impact bargaining, regarding any changes to the schedule framework that would not require altering this Time and Learning Agreement.

HIGH SCHOOL TIME AND LEARNING AGREEMENT

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

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

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

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

count either as a representative of the Association, or as a representative of the School Committee.

2. The High School Joint Oversight Committee will convene as needed for the purpose of overseeing implementation of ~~the~~ this Agreement and resolving related problems. ~~Prior to implementing the new schedule, the HSJOC shall:~~
 - ~~• By majority vote determine whether and when to implement the new high school schedule. Said implementation shall occur no sooner than September 2021.~~
 - ~~• To account for unanticipated contingencies, make minor modifications to the proposed schedule.~~
 - ~~• Present recommendations on the organization and administration of flexible learning time.~~
 - ~~• Create guidelines for part time educators regarding duties, responsibilities during flex time, Tuesday afternoon meeting time, and professional half days.~~
 - ~~• Bring clarity to what counts as an academic duty.~~
 - ~~• Assess and make recommendations regarding the translation of courses that currently meet 2 days per week to the new schedule format.~~

~~Once the new schedule is implemented,~~

[T]he responsibilities of the High School Joint Oversight Committee shall include, but not be limited to:

- 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 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.
2. The Committee recognizes its obligation to bargain with the Association over mandatory subjects of collective bargaining, including the provisions of this High School Time and Learning Agreement.
 3. ~~For the 2020-2021 school year, at least seventy five percent (75%) of total time spent professionally (on Tuesday afternoons and half days) will be designed to support instruction in the new schedule. Educators will spend at least half of this time collaborating with each other on instructional change and curricular development.~~

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

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

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

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

4. Teachers of English, English Language Learners, History and Social Science, Mathematics, Science, Engineering, and World Language shall be required to teach four (4) year-long classes or the equivalent. Special education teachers teaching a full load of courses or supporting students in the above subject areas will also teach four (4) classes or the equivalent. All other teachers shall teach five (5) 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 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 week;
- Teachers may be assigned to work with students during flexible learning time up to three hundred and forty (340) minutes every two 5-day weeks;
- Educators (with exceptions noted below) shall be assigned at least 100 minutes of teacher collaboration time during flexible learning time every two 5-day weeks; educators may elect to work up to fifty minutes more every two weeks with students, taken from collaboration time.

- Counselors and psychologists shall be assigned 100 minutes of collaboration time every two 5-day weeks; collaboration time for counselors and psychologists may be assigned during teaching blocks rather than flexible learning blocks in order to maximize counselor and psychologist availability for students during flexible learning time. This time for collaboration is in addition to shorter day Tuesday meeting time or professional half days.
- Educators shall not be assigned more than 10 flexible learning blocks, including student flexible learning time and collaboration time, every two 5-day weeks.
- Flexible learning blocks may be used to assign Unit C members collaboration and/or planning time.
- Unit B members will be fully engaged during flexible learning blocks. They will participate in supporting student learning and faculty collaboration during flexible learning blocks on a floating basis.
- Part-time staff will be assigned responsibilities proportional to their FTEs and respecting their part-time schedule.
- ~~No later than January of the second year of implementation, the HSJOC will meet to consider revising the flexible learning time expectations for student time and collaboration time. The goal of the HSJOC will be to decrease educators flexible learning time with students per two week period by 50 minutes and increase collaboration time for the same period by 50 minutes, without increasing overall staffing needs for high schools or creating unsafe supervision loads during flexible learning time.~~

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

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

Beginning with the 2022-23 school year, and continuing through the 2025-2026 school years, 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.

Beginning on August 31st, 2026, and going forward, the English Cap will be eliminated and all full time Teachers of English, English Language Learners, History and Social Science, Mathematics, Science, Engineering, and World Language will be capped at 272 students (24 students average class size) over a three-year period, with no individual classes to exceed 30 students. Any FTE reductions resulting from the increase in the cap for English teachers will be achieved through attrition and not through a Reduction in Force (RIF).

~~A calculation of the total number of students each English teacher has taught for the 2019-2020, 2020-2021, and 2021-2022 school years shall be provided to the Association by March, 2022. The calculation of the three year total shall then restart in the 2022-2023 school year, and every three years a calculation of the total number of students each English teacher has taught during~~

~~the past three years shall be provided to the Association by March of the third year (2025, 2028, etc.). The district will include all relevant information the Association needs to ascertain compliance with the cap when it provides this calculation, including, but not limited to, faculty FTEs during the three-year period, any hire, leave, or resignation/retirement dates relevant to the calculation, etc.~~

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

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

9. The current practice of scheduling at least one high school conference time between 4:30 pm and 7:30 pm will continue.

10. For the 2023-2024 school year, faculty meetings and weekly professional development meetings will take place 10 minutes after the last class each Tuesday, and be no longer than one hour and ~~30~~ 20 minutes in length. During the 2024-25 school year, a shift of these meetings from after school to before school will be piloted. Starting in the 2024-2025 school year these meetings will take place before school, starting no earlier than 7:50 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, on the recommendation of the High School Joint Oversight Committee, will notify high school staff members by email or similar method by March 31st, 2025 whether to continue the before school meeting pilot during the subsequent year. If the decision is made to continue to hold meetings before school at that time, the Superintendent, will retain the right, with the recommendation of the High School Joint Oversight Committee, to shift meetings to the after-school timing stated above if notice is given to high school staff members via email or similar method by March 31st of the school year prior to the shift to after school meetings.

Package Part 3 Leave and Benefits Policy

NTA proposal	22
NPS proposals	5, 6, 9, 10
NTA TAs	#20, 22 (partial), 27

(TA 6-12-23) NTA #20: “Expand the Use of Sick Days”

Unit A, Article 5, Sick Leave, **Unit B**, Article 5, Sick Leave, **Unit C**, Article 8, Sick Leave, **Unit D**, Article 7, Authorized Leaves of Absence, **Unit E**, Article 5, Sick Leave

- Effective September 1, 2023, an employee may use up to fourteen (14) of the employee’s own sick days for to care for a family member’s, or a dear friend’s incapacitation.

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.

(ACTIVE 11-2-23) NTA #22: NPS accepts “Add Additional Days of Parental Leave, with more of these Paid Directly”

Unit A, Article 10, Parental Leave, **Unit B**, Article 10, Parental Leave , **Unit C**, Article 9, Parental Leave, **Unit E**, Article 9, Parental Leave

1. **NPS accepts** Effective September 1, 2023, increase total number of days of the current parental leave policy to 60 working (FMLA) days.
2. **NPS accepts** Effective September 1, 2023, increase the number of paid parent leave days to 20 days.
3. **NTA withdraws** Effective September 1, 2023, an employee may take their leave in one or two continuous periods.
4. (TA 2-13-23) 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.
4. (TA 2-13-23) Effective September 1, 2023, parental leave must be taken within twelve (12) months after the birth or placement of a child.
5. (NEW 7-17-23) **NPS accepts** Effective September 1, 2023, 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, 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)~~ twenty (20) days of such leave shall be paid without deduction from any contractual leave time. Up to ~~thirty (30)~~ Forty (40) 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.

(c) 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.
 - 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~~ 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.~~
1. ~~If the amount requested under this clause totals less than \$100,000 based on requests submitted as of August 31 of that year, will receive a stipend based on the rate in Unit A, Article 22, Section 4.~~
 2. ~~If the amount requested under this clause totals more than \$100,000 members will receive a stipend based on the rate in Unit A, Article 22, Section 4, pro-rated based upon the total number of requests and the amount of funds available.~~
- D. ~~This benefit will be paid upon return to work regardless of whether the employee returns to work at the beginning of the school year or the employee takes unpaid leave, as long as they are still an NPS employee.~~

ARTICLE 5

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 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).~~

(TA 1-25-23) NTA #27: “Add Juneteenth to Unit E Holiday List”

Unit E, Article 14

- Effective September 1, 2023, include Juneteenth in the list of recognized holidays on which Unit E members are off without pay.

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>	

(ACTIVE 11-2-23) NPS #4: NPS accepts NTA 5-18-23 Counter to “Tuition Free Attendance”

Unit A: Article 42 - Tuition Free Attendance (p. 55), **Unit B:** Add a new Article 37; renumber subsequent articles, **Unit C:** Article 24 Tuition Free Attendance (p. 34), **Unit D:** Article 18, Tuition Free Attendance, **Unit E:** Article 34 - Tuition Free Attendance (p. 37)

**Tuition Free Attendance
Acceptance of Non-Resident Newton Teacher Association
Employee’s Children in Newton Public Schools**

Section 1: ~~Subject to the conditions and restrictions that apply to Newton students who seek out of district placement, a teacher-A member employed by the Newton Public Schools System who is not a resident of the City will have the option, at no cost, of having his/her their child(ren) who resides in the member’s residence, and for whom they have legal guardianship, or a child residing with the teacher attend the regular education program of one of the two high schools in Newton and, on a space available basis, the regular education program at~~ enroll in one of elementary, middle or high schools in the Newton Public Schools on a space available basis. ~~However,~~ Once a child is accepted, so long as the teacher is ~~remains~~ employed in the Newton Public Schools, and the child resides with the member, the child shall be allowed to attend that school through grade 12, subject to the rules and regulations that apply to Newton residents. In addition, every reasonable effort will be made to place siblings in the same school if the parent so requests.

The Newton Public Schools acknowledges its obligation under Massachusetts and Federal special education law to offer those regular and special education services that are necessary to provide non-resident students a free and appropriate public education.

This benefit does not obligate the district to pay out-of-district tuition costs for non-resident students attending the Newton Public Schools under this provision. However, if the student's special education team recommends out-of-district placement for a student attending the Newton Public Schools under this provision, the Newton Public Schools will work with the employee's residential school district to ensure that the transition to an out-of-district placement be as seamless as possible.

It is further understood that if a child(ren) of ~~a teacher~~ an employee is approved to attend the Newton Public Schools, such attendance shall not be grounds for a teacher 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.

(ACTIVE 11-2-23) NPS #5: NPS withdraws "Reduce Allocation of Sick Days for New Staff in First Three Years of Employment"

Unit A: Article 5: Sick Leave, **Unit B:** Not in proposal, **Unit C,** Article 7; Sick Leave, **Unit D,** Article 7: Authorized Leaves of Absence, **Unit E:** Article 5: Sick Leave

(ACTIVE 11-2-23) NPS #6: NPS accepts NTA slightly revised from 6-26-23 Counter to "Restrict Access to Sick Leave Bank"

Unit A: Article 5, Section 11 Sick Leave Bank (pp. 10-11), **Unit B:** Article 5, Section 12 Sick Leave Bank (pp. 8-9) **Unit C:** Article 8, Sick Leave (pp. 11-14), **Unit E:** Article 5: Section 12 (Sick Leave Bank)

Effective September 1, 2023, access to the Sick Leave Bank will be subject to the following restrictions:

- a. In the first year of employment, an employee shall not have access to the sick leave bank.
- b. In the second year of employment, employees shall have access to the sick leave bank up to a maximum of 30 days
- c. Employees who have completed two (2) years of employment shall have access to up to a maximum of 90 days during a three (3) year period.
- d. Employees who are injured on the job are exempt from these limitations on sick bank access. Employees who suffer on the job injury are eligible for sick leave bank entitlement per (Unit A) Article 27, Section 7 "Protection and Indemnification" (Unit B) Article 23, Section 7 "Protection and Indemnification" (Unit C) Article 27, Section 7 "Protection and Indemnification" (Unit E) Article 22, Section 7 "Protection and Indemnification."

A. Amend Section A by adding the below underlined language (including revisions from NTA #22 above):

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 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).~~

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

B. Delete "fifteen (15) from the first sentence in Section B. (housekeeping)

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. Amend Section D by adding the following to the end of the sentence:

- 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 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 below:

- i. Employees who have completed their first year of employment, but have not yet completed their second year of employment, may extend their entitlement for up to thirty (30) days beyond the initial thirty (30) day grant.

Employees who have completed their first year of employment, but have not completed their second year of employment, shall be entitled to a maximum of sixty (60) days total from the sick leave bank during their second year of employment.

- ii. Employees who have completed at least two full years of employment may extend their entitlement for an additional two thirty (30) day periods or the equivalent.

Employees who have completed at least two full years of employment shall be entitled to a maximum of ninety (90) days total from the sick leave bank over a three (3) year period, said period beginning from the date of the original grant of sick leave bank days

- iii. At their discretion, the superintendent or their designee may grant exceptions to this limitation in order to extend the grant of sick leave days beyond these limits.

D. 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 ~~its~~ 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 criteria in sections A and C 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 or birth or adoption of a child.
2. Prior utilization of all eligible sick leave.

(ACTIVE 11-2-23) NTA Counter on NPS #9 “Health Insurance”

Unit A: Article 28: Health Insurance (pp. 34- 36), **Unit B;** Article 24: Health Insurance (pp. 26-28), **Unit C:** Article 7, Health Insurance (pp. 9-11), **Unit D:** Article 25 Health Insurance, (pp. 18-20), **Unit E:** Article 23 Health Insurance, (pp. 26-28)

Committee Proposal, 10-25-23

Starting on July 1, 2024

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

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

Starting on July 1, 2025

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

NTA Counter 11-2-25

Starting on July 1, 2024

PPO/OOA plans: Employee contribution for PPO/OOA plans is 31% for grandfathered employees, 36 for non-grandfathered employees

Starting on July 1, 2025

PPO/OOA plans: Employee contribution for PPO/OOA plans is 32% for grandfathered employees, 37% for non-grandfathered employees

- 1) Deductibles: \$250/\$500 [no change].
- 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 \$10 per visit.
- 5) Prescription Copays: \$20 for Tier I, \$35 for Tier II, and \$55 for Tier III. [no change]

Starting on July 1, 2026

PPO/OOA plans: Employee contribution for PPO/OOA plans is 33% for grandfathered employees, 38% for non-grandfathered employees

Package Part 4 Professional Development and Evaluation

NTA proposal	#26
NPS proposal	#8
NTA TAs	#23

(ACTIVE 11-2-23) NPS #8: NTA accepts “Form a Teacher Evaluation Working Group”

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 and B evaluation rubrics, forms, and templates and 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.

(TA 2-13-23) NTA #23: ~~Increase Tuition Reimbursement;~~ “Change Tuition Reimbursement Allocation Limits”

Unit A, Article 22, Tuition Cost and Tuition Reimbursement, Unit B, Article 22, Tuition Cost, Unit C, Article 13, Tuition Cost and Tuition Reimbursement, Unit D, Article 8, Professional Development, Unit E, Article 19, Tuition Cost

- Effective September 1, 2023:
 - Increase maximum per person from \$750 to \$1,000 (licensure advancement or renewal) and from \$600 to \$750 (not for licensure);
 - Allow tuition reimbursement for non-graduate credit granting professional development when appropriate, and with HR and supervisor approval.

ARTICLE 22

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 HR and supervisor approval.

(ACTIVE 11-2-23) NTA #26: NPS accepts “Changes to Evaluation Handbook”

Units A and B Handbook for Evaluation

Effective September 1, 2023:

- For teachers with PTS who are at risk of having an overall rating of Needs Improvement or Unsatisfactory:
 - Require at least two (2) unannounced observations prior to issuing a warning letter.
 - Move the date of the warning letter from the last school day in March to the last school day in January.
 - Move the date of the formative or summative evaluation from the first Friday in June to the second Friday in May.
- For teachers who are being placed on a Directed Growth or Improvement Plan:
 - Make clear that the educator’s goals are determined by the evaluator, and thus eliminate the requirement of self-assessment and proposing professional practice and student learning goals.
 - Require a meeting to discuss development of the plan goals by the first Friday in June of the year prior to implementation of the plan.
 - Require delivery of the completed plan by the last school day in June of the year prior to implementation of the plan.
- “Calendar of Evaluation Process” grids
 - Incorporate the above changes; and
 - Incorporate the prior agreed upon inclusion of language from the Evaluation Handbook regarding Evidence Gathering and Summative Evaluation. underlined text with highlight
- “Chart of Evaluation Responsibilities”:
 - Unit A: Incorporate changes in duties regarding evaluation of special educators and related services providers per MOA from 2021-2022 underlined text with highlight
 - Unit A: Add positions and make name corrections to reflect current positions.
 - Unit B: Proposed “Chart of Evaluation Responsibilities”

Handbook Section 7 “Evaluation Cycle: Self-Assessment”

Subparagraph A “Completing the Self-Assessment

a. The evaluation cycle begins with the Educator completing and submitting to the Primary Evaluator a self-assessment by the 2nd Friday in October or within four weeks after the Educator’s first day of employment if the Educator begins employment after September 15th. Educators who are new to the Newton Public Schools will work together with their Evaluator to complete this self-assessment, which should be completed by the 2nd Friday in October.

- b. For Educators with PTS who are placed on Directed Growth or Improvement Plans the above paragraph is not applicable. The evaluation cycle begins with the Evaluator meeting with the educator no later than the first Friday in June of the year prior to implementation of the plan to discuss the goals of the plan based on information from the just completed Formative or Summative Assessment.
- c. [no change from current paragraph “b”]

Subparagraph B(e) “Proposing the Goals

- e. For Educators with PTS who are placed on Directed Growth or Improvement Plans and as a result of an overall ratings of Needs Improvement or Unsatisfactory, the professional practice goal(s) shall be developed by the Evaluator by the last school day of June in the year prior to implementation of the plan and must address specific standards and indicators identified for improvement. ~~In addition, the goals may address shared grade level or subject area team goals.~~

Handbook Section 8 - “Evaluation Cycle: Goal Setting and Development of the Educator Plan”

Subparagraph C(b)

- b. The Evaluator shall meet individually with Educators with PTS who have ~~and~~ ratings of Needs Improvement or Unsatisfactory and who will be moving to a Directed Growth or Improvement Plan by no later than the ~~4th Friday in October~~ last school day of June to ~~develop~~ finalize professional practice goal(s) that must address specific standards and indicators identified for improvement and present the educator with the Directed Growth or Improvement Plan for the upcoming year. ~~In addition, the goals may address shared grade level or subject matter goals.~~

Handbook Section 13 – “Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only”

Subparagraph A

- c. [new paragraph] Educators with PTS who are at risk of receiving an overall ranking of Needs Improvement or Unsatisfactory shall be informed in writing by the last school day in January. A copy of this letter shall be sent to the respective Central Staff administrator and the Office of Human Resources, and the Association President. This letter must indicate the prior dates of conferences with the Educator, must reference at least two unannounced observation reports with associated feedback from observations conducted during the current school year, and must set forth the new timeline for evaluation calling for a meeting regarding the Summative or Formative Evaluation by the second Friday in May.

Subparagraph K [new]

K. The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by the second Friday in May.

a. The Evaluator shall provide the Educator a written copy of the Formative Evaluation Report at least two days before the scheduled meeting.

Handbook Section 14 - “Evaluation Cycle: Summative Evaluation”

Subparagraph J

The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by the ~~first Friday in June~~ second Friday in May.

a. The Evaluation shall provide the Educator a written copy of the Summative Evaluation Report at least two days before the scheduled meeting.

Subparagraph P:

Educators with PTS who are at risk of receiving an overall ranking of Needs Improvement or Unsatisfactory shall be informed in writing by the last school day in ~~January~~ March. A copy of this letter shall be sent to the respective Central Staff administrator and the Office of Human Resources, and the Association President. This letter must indicate the prior dates of conferences with the Educator, must reference at least two unannounced observation reports with associated feedback from observations conducted during the current school year, and must set forth the new timeline for evaluation calling for a meeting regarding the Summative or Formative Evaluation by the second Friday in May.

Handbook Section 18 – “Educator Plans: Directed Growth Plan”

Subparagraph D:

A copy 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 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.

Handbook Section 19 – “Educator Plans: Improvement Plan”

Subparagraph F:

A copy of the signed 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 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.

TEACHERS ON DEVELOPING EDUCATOR PLANS (NON-PTS TEACHERS) CALENDAR OF EVALUATION PROCESS

<u>Deadline</u>	<u>Action</u>
End of September	Annual Orientation meeting on Evaluation Procedures
2 nd Friday in October	Educator completes self-assessment and proposes draft goals. An Educator new to Newton meets with Evaluator to complete self-assessment and draft goals.
4th Friday in October (or within four weeks of beginning employment if this occurs after September 30 th)	Self-assessment/goal setting conference. Educator and Evaluator meet and work together to design a Developing Educator Plan.
1 st Friday in November	Evaluator completes Educator Plan, which is signed within five (5) days by the Educator.
Last school day in November	Completion of 1st announced observation and associated conferences.
By last school day in January	Completion of 2nd announced observation and associated conferences (First year Educators); completion of 2 unannounced observations and associated feedback (All non-PTS Educators)
1st Friday in February	Presentation of Formative Assessment, with the opportunity for conference within five (5) days of request by either the Evaluator or the Educator. (Evaluator requests evidence of performance two weeks prior to completing the Formative assessment.) Deadline for Evaluators to identify and inform in writing any teacher whose performance suggests non-reappointment.
First Friday in April	Completion of 3rd and 4th unannounced observations and associated feedback. (First year Educators); Completion of 3rd unannounced observations and associated feedback. (All other non-PTS Educators)
<u>April/May Evidence Gathering: “The Evaluator shall provide the Educator with at least two weeks’ notice of the need to provide this evidence.”</u>	<u>Evidence can be shared in person with the Evaluator. Educators are encouraged to use the evidence template to prepare for the sharing of evidence. Educators shall not be required to produce portfolios of evidence. Evidence regarding progress on goals should be shared using the Reflection on Progress Toward Goals Form.</u>
First Friday in May	<u>Formal conference and presentation of Summative Evaluation, with the opportunity for discussion. Summative Evaluation must be delivered to Educator at least two days prior to conference. The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation. The Evaluator shall provide to the Educator a written copy of the Summative Evaluation Report at least two days before the scheduled meeting.</u> <u>The Evaluator shall meet with the Educator rated Proficient or Exemplary to discuss the Summative Evaluation, if either the Educator or the Evaluator requests such a meeting.</u> <u>If the Educator or the Evaluator requests a meeting, the Evaluator shall provide to the Educator a written copy of the Summative Evaluation Report at least two days before the scheduled meeting.</u>
3rd Friday in May	Submission of Evaluation Reports to the Office of Human Resources.
June 15th	Deadline for Principals and/or Superintendent of Schools to notify Educators without professional teacher status of decision to release or reappoint.

TEACHERS ON TWO-YEAR SELF-DIRECTED GROWTH PLANS CALENDAR OF EVALUATION PROCESS

<u>Deadline</u>	<u>Action</u>
End of September	Annual Orientation meeting on Evaluation Procedures
2 nd Friday in October	Educator completes self-assessment and proposes draft goals.
4 th Friday in October (or within four weeks of beginning employment if this occurs after September 30 th)	Self-assessment/goal setting conference. Educator and Evaluator meet and work together to design/review Educator Plan.
1 st Friday in November	Evaluator completes the Educator Plan, which is signed within five (5) days by the Educator.
Last school day in March <u>January</u> (year 1 or 2 of cycle)	Written warning from Evaluator sent to Educators who are at risk of receiving an overall rating of Needs Improvement or Unsatisfactory. <u>A copy will be sent to the respective Central Staff Administrator, the Office of Human Resources, and the Association President. This letter must indicate the prior dates of conferences with the Educator, must reference at least two unannounced observation reports from observations conducted during the current school year, and set forth the new timeline for evaluation calling for a meeting regarding the Summative or Formative Evaluation by the second Friday in May.</u>
Last school day in April (year 1 of cycle)	Completion of at least one unannounced observation and associated conversation.
<u>2nd Friday in May (year 1 or 2 of cycle)</u>	<u>For educators with PTS who will have an overall ranking of Needs Improvement or Unsatisfactory, formal conference and presentation of Formative or Summative Evaluation, with the opportunity for discussion. Evaluation must be delivered to Educator at least two days prior to conference.</u>
1 st Friday in June (year 1 of cycle)	Presentation of Formative Evaluation, with the opportunity for conference within ten (10) days of request by either the Evaluator or the Educator.
1 st Friday in June (year 2 of cycle)	Formal conference and presentation of Summative Evaluation, with the opportunity for discussion. Summative Evaluation must be delivered to Educator at least two days prior to conference.
<u>1st Friday in June</u>	<u>For educators with PTS who will be placed on Directed Growth or Improvement Plans for the upcoming year, their Evaluator will meet with them no later than the first Friday in June of the prior year to discuss development of the goals for their plan based on information from the just completed Formative or Summative Assessment.</u>
<u>Last day of school</u>	<u>The Evaluator shall meet individually with Educators with PTS who have ratings of Needs Improvement or Unsatisfactory and who will be moving to a Directed Growth or Improvement Plan no later than the last school day in June to finalize professional practice goal(s) that must address specific standards and indicators identified for improvement and present the educator with the Directed Growth or Improvement Plan for the upcoming year.</u>
Last day of school	Submission of Evaluation Reports to Office of Human Resources

**TEACHERS ON ONE-YEAR SELF-DIRECTED GROWTH PLANS
CALENDAR OF EVALUATION PROCESS**

<u>Deadline</u>	<u>Action</u>
End of September	Annual Orientation meeting on Evaluation Procedures
2 nd Friday in October	Educator completes self-assessment and proposes draft goals.
4 th Friday in October (or within four weeks of beginning employment if this occurs after September 30 th)	Self-assessment/goal setting conference. Educator and Evaluator meet and work together to design an Educator Plan.
1 st Friday in November	Evaluator completes the Educator Plan, which is signed within five (5) days by the Educator.
Last school day in January	Completion of at least one unannounced observation and associated feedback.
2 nd Friday in February	Presentation of Formative Evaluation, with the opportunity for conference within five (5) days of request by either the Evaluator or the Educator.
Last school day in March <u>January</u>	Written warning from Evaluator sent to Educators who are at risk of receiving an overall rating of Needs Improvement or Unsatisfactory. A copy will be sent to the respective Central Staff Administrator, the Office of Human Resources, and the Association President. This letter must indicate the prior dates of conferences with the Educator <u>must reference at least two unannounced observation reports from observations conducted during the current school year.</u>
First Friday in May	Formal conference and presentation of Summative Evaluation, with the opportunity for discussion. Summative Evaluation must be delivered to Educator at least two days prior to conference.
2 nd Friday in May	Submission of Evaluation Reports to Office of Human Resources
<u>1st Friday in June</u>	<u>For educators with PTS who will be placed on Directed Growth or Improvement Plans for the upcoming year, their Evaluator will meet with them no later than the second Friday in June of the prior year to discuss development of the goals of their plan based on information from the just completed Formative or Summative Assessment.</u>
<u>Last school day</u>	<u>The Evaluator shall meet individually with Educators with PTS who have ratings of Needs Improvement or Unsatisfactory and who will be moving to a Directed Growth or Improvement Plan no later than the last school day in June to finalize professional practice goal(s) that must address specific standards and indicators identified for improvement and present the educator with the Directed Growth or Improvement Plan for the upcoming year.</u>

**TEACHERS ON DIRECTED GROWTH OR
ONE-YEAR IMPROVEMENT PLANS
CALENDAR OF EVALUATION PROCESS**

<u>1st Friday of June of the prior school year</u>	For educators with PTS who will be placed on Directed Growth or Improvement Plans for the upcoming year, their Evaluator will meet with them no later than the first Friday of June of the prior year to discuss development of the goals of their plan based on information from the just completed Formative or Summative Assessment.
<u>Last school day of the prior school year</u>	The Evaluator shall meet individually with Educators with PTS who have ratings of Needs Improvement or Unsatisfactory and who will be moving to a Directed Growth or Improvement Plan no later than the last school day in June to finalize professional practice goal(s) that must address specific standards and indicators identified for improvement and present the educator with the Directed Growth or Improvement Plan for the upcoming year.
End of September	Annual Orientation meeting on Evaluation Procedures
2nd Friday in October	Educator completes self assessment and proposes draft goals.
4th Friday in October	Self assessment/goal setting conference. Educator and Evaluator meet and work together to design an Educator Plan.
1st Friday in November	Evaluator completes Educator Plan, which is signed within five (5) days by the Educator.
Last school day in November	Completion of announced observation and associated conferences.
Last school day in January	Completion of 2 unannounced observations and associated feedback.
Last school day in March <u>January</u>	Written warning from Evaluator sent to Educators who are at risk of receiving an overall rating of Needs Improvement or Unsatisfactory. <u>A copy will be sent to the respective Central Staff Administrator, the Office of Human Resources, and the Association President.</u>
2nd Friday in February	Presentation of Formative Assessment, with the opportunity for conference within five (5) days of request by either the Evaluator or the Educator.
Last school day in March	Completion of 3rd unannounced observations and associated feedback.
First Friday in May	Formal conference and presentation of Summative Evaluation, with the opportunity for discussion. Summative Evaluation must be delivered to Educator at least two days prior to conference.
2nd Friday in May	Submission of Evaluation Reports to Office of Human Resources
<u>1st Friday in June</u>	For educators with PTS who will be placed on Directed Growth or Improvement Plans for the upcoming year, their Evaluator will meet with them no later than the first Friday in June of the prior year to discuss the development of the goals of their plan based on information from the just Summative Assessment.
<u>Last school day</u>	The Evaluator shall meet individually with Educators with PTS who have ratings of Needs Improvement or Unsatisfactory and who will be moving to a Directed Growth or Improvement Plan no later than the last school day in June to finalize professional practice goal(s) that must address specific standards and indicators identified for improvement and present the educator with the Directed Growth or Improvement Plan for the upcoming year.

TEACHERS ON HALF-YEAR IMPROVEMENT PLANS CALENDAR OF EVALUATION PROCESS

<u>1st Friday in June of the prior school year</u>	<u>For educators with PTS who will be placed on Directed Growth or Improvement Plans for the upcoming year, their Evaluator will meet with them no later than the first Friday in June of the prior year to discuss development of the goals of their plan based on information from the just completed Formative or Summative Assessment.</u>
<u>Last school day of the prior school year</u>	<u>The Evaluator shall meet individually with Educators with PTS who have ratings of Needs Improvement or Unsatisfactory and who will be moving to a Directed Growth or Improvement Plan no later than the last school day in June to finalize professional practice goal(s) that must address specific standards and indicators identified for improvement and present the educator with the Directed Growth or Improvement Plan for the upcoming year.</u>
End of September	Annual Orientation meeting on Evaluation Procedures
2nd Friday in September	Educator completes self assessment and proposes draft goals.
1st Friday in October	Self assessment/goal setting conference. Educator and Evaluator meet and work together to design an Educator Plan.
2nd Friday in October	Evaluator completes the Educator Plan, which is signed within five (5) days by the Educator.
Last school day in November	Completion of announced observation and associated conferences.
1 st Friday in December	Completion of 3 unannounced observations and associated conversations
2 nd Friday in December	Presentation of Formative Assessment, with the opportunity for conference within three (3) days of request by either the Evaluator or the Educator.
Last school day in December	Written warning from Evaluator sent to Educators on half-year improvement plans who are at risk of receiving an overall rating of Needs Improvement or Unsatisfactory.
January 30 th	Formal conference and presentation of Summative Evaluation, with the opportunity for discussion. Summative Evaluation must be delivered to Educator at least two days prior to conference.
2 nd Friday in February	Submission of Evaluation Reports to Office of Human Resources

CHANGES TO THE CHART OF EVALUATION RESPONSIBILITIES

Newton Public Schools Newton, Massachusetts Chart of Evaluation Responsibilities – Unit A Positions

High School

Staff Member	Primary Evaluator	Contributing Evaluator
English	English Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
Mathematics	Mathematics Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
Science & Tech. Eng.	Science Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
History & Social Science	History Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
World Language	World Language Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
Music	Fine and Performing Arts Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
Art	Fine and Performing Arts Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
Business	Business Department Head or Director of Career and Tech. Ed.	Principal, Vice Principal or <u>Housemaster Dean</u>
P.E., Health & Wellness	Physical Education Department Head	Principal, Vice Principal or <u>Housemaster Dean</u>
<u>Librarian</u> <u>Library Teacher</u>	<u>Library Department Head</u> <u>Coordinator of Library/Media</u> or <u>Vice Principal</u>	Director of Information Tech.
<u>Special Education Teacher</u>	<u>Special Education Department Head</u> or <u>Assistant Department Head for Special Education</u>	Principal or Vice Principal or <u>Housemaster Dean</u> or <u>Special Education Department Head</u> or <u>Assistant Department Head for Special Education</u> or <u>Director of Secondary Special Education and Special Programs</u>
<u>Counselor/Social Worker</u> or <u>School Adjustment Counselor in Guidance Department</u> or <u>Special Education Department</u>	<u>Guidance Department Head</u> or <u>Special Education Department Head</u> or <u>Assistant Department Head for Special Education</u> or <u>Coordinator of MTSS</u> or <u>Coordinator of ESP and MTSS</u>	Principal, Vice Principal or <u>Housemaster Dean</u> or <u>Guidance Department Head</u> or <u>Special Education Department Head</u> or <u>Assistant Department Head for Special Education</u> or <u>Coordinator of MTSS</u> or <u>Coordinator of ESP and MTSS</u> or <u>Director of Secondary Special Education and Special Programs</u>

Staff Member	Primary Evaluator	Contributing Evaluator
Psychologist	Asst. Sup. for Pupil Services or Special Ed. Department Head <u>or</u> <u>Coordinator of MTSS</u>	Principal, Special Ed. Dept. Head or Assist. Sup. for Pupil <u>Services</u> or <u>Coordinator of MTS</u> or Director of Secondary <u>Special</u> <u>Education and Special Programs</u>
Social Worker	Guidance or Special Ed. Dept. <u>Head</u>	Principal, Vice Principal or <u>Housemaster Dean</u>
Instructional Technology	Director of Information Technology or Coordinator	Principal, Housemaster Dean, Vice Principal, Coordinator, or Director of Information Tech.
Career and Tech. Ed.	Director of Career and Tech Ed	Principal, Vice Principal or Housemaster Dean
ELL <u>ESL Teacher</u>	ELL Coordinator <u>Director of</u> <u>Language Acquisition</u> or Vice Principal	Principal, Vice Principal or ELL Coordinator <u>Director of</u> <u>Language Acquisition</u>

High School Special Programs Outside of Larger Buildings (North/South)

<u>Staff Member</u>	<u>Primary Evaluator</u>	<u>Contributing Evaluator</u>
<u>Special Education Teacher</u>	<u>Therapeutic Program Coordinator or Special Education Department Head</u> Central High School: <u>Coordinator of Central HS or Therapeutic Program Coordinator or Special Education Department Head</u>	<u>Therapeutic Program Coordinator or Special Education Department Head or Director of Secondary Special Education and Special Programs</u> Central High School: <u>Coordinator of Central HS or Therapeutic Program Coordinator or Special Education Department Head or Director of Secondary Special Education and Special Programs</u>
<u>Social Worker/School Adjustment Counselor/Counselor</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or Guidance Department Head or Special Education Department Head</u> Central High School: <u>Coordinator of Central HS or Therapeutic Program Coordinator or Coordinator of MTSS or Coordinator of ESP and MTSS or Guidance Department Head or Special Education Department Head</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or Coordinator of ESP and MTSS or Guidance Department Head or Special Education Department Head or Director of Secondary Special Education and Special Programs</u> Central High School: <u>Coordinator of Central HS or Therapeutic Program Coordinator or Coordinator of MTSS or Coordinator of ESP and MTSS or Guidance Department Head or Special Education Department Head or Director of Secondary Special Education and Special Programs</u>

Middle School

<u>Staff Member</u>	<u>Primary Evaluator</u>	<u>Contributing Evaluator</u>
English	Principal or Assistant Principal	Coordinator of Literacy
Mathematics	Principal or Assistant Principal	Coordinator of Mathematics
Social Studies	Principal or Assistant Principal	Coordinator of History and Social Studies
Science	Principal or Assistant Principal	Coordinator of Science

Staff Member	Primary Evaluator	Contributing Evaluator
Art	Principal or Assistant Principal	Coordinator of <u>Fine and Performing Arts</u>
World Languages	Principal or Assistant Principal	Coordinator of <u>World Languages</u>
Music	Principal or Assistant Principal	Coordinator of <u>Fine and Performing Arts</u>
Drama	Principal or Assistant Principal	Coordinator of <u>Fine and Performing Arts</u>
P.E. Health and Wellness	Principal or Assistant Principal	Coordinator of <u>P.E. Health and Wellness</u>
Librarian <u>Library Teacher</u>	Principal or Assistant Principal	<u>Coordinator of Library/Media or Director of Information Tech.</u>
Instructional Technology	Principal or Assistant Principal	Director of Information Tech and Library Services or <u>Coordinator of Instructional Technology</u>
Media	Principal or Assistant Principal	Principal or Assistant Principal
Technology Eng.	Principal or Assistant Principal	Coordinator , Principal or Assistant Principal
Special Education <u>Teacher</u>	Asst. to the Principal for of <u>Pupil Student Services or Assistant Department Head for Student Services</u>	Principal or Assistant Principal of <u>Student Services or Assistant Department Head for Student Services or other Assistant Principal or Director of Secondary Special Education and Special Programs</u>
Guidance Counselor	Asst. to the Principal for of <u>Pupil Student Services or Assistant Department Head for Student Services</u>	Principal or Assistant Principal of <u>Student Services or Assistant Department Head for Student Services or other Assistant Principal or Coordinator of MTSS or Director of Secondary Special Education and Special Programs</u>
<u>Social Worker/School Adjustment Counselor/Counselor</u>	Asst. to the Principal for Pupil <u>Student Services or Assistant Department Head for Student Services or Coordinator of MTSS or Coordinator for ESP or MTSS</u>	Principal or Assistant Principal of <u>Student Services or Assistant Department Head for Student Services or other Assistant Principal or Coordinator of MTSS or Coordinator for ESP or MTSS or Director of Secondary Special Education and Special Programs</u>

Staff Member	Primary Evaluator	Contributing Evaluator
Psychologist	Asst. Supt. For Pupil Student Services or Asst. to the Principal for Pupil <u>of Student Services or Assistant Department Head for Student Services or Coordinator of MTSS</u>	Asst. to the Principal for Pupil Services <u>Principal or Assistant Principal of Student Services or Assistant Department Head for Student Services or other Assistant Principal or Coordinator of MTSS or Director of Secondary Special Education and Special Programs</u>
Literacy Specialists	Principal or Assistant Principal	Coordinator of <u>Literacy</u>
ELL <u>ESL Teacher</u>	ELL Coordinator <u>Director of Language Acquisition or Principal</u>	Asst. to the Principal for Pupil Student Services or Principal

Middle School Special Programs Outside of Larger Buildings (Day, Bigelow, Oak Hill, Brown)

Staff Member	Primary Evaluator	Contributing Evaluator
<u>Special Education Teacher</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or Coordinator for ESP or MTSS or Director of Secondary Special Education and Special Programs</u>
<u>Psychologist</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or Director of Secondary Special Education and Special Programs</u>
<u>Social Worker/ School Adjustment Counselor/ Counselor</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or Coordinator for ESP or MTSS</u>	<u>Therapeutic Program Coordinator or Coordinator of MTSS or Coordinator for ESP or MTSS or Director of Secondary Special Education and Special Programs</u>

Elementary School

Staff Member	Primary Evaluator	Contributing Evaluator
Classroom	Principal	Principal or Coordinator
Art and Music	Coordinator, Fine & Performing Arts	Principal
P.E., Health & Wellness	Coordinator, P.E., Health & Wellness	Principal
Librarian <u>Library Teacher</u>	<u>Director of Information Tech and Library Services or Coordinator of Library/Media</u>	Principal

Staff Member	Primary Evaluator	Contributing Evaluator
Special Education	Asst. Director for Pupil Services or Coor. of Elementary Special Ed. <u>Elementary Special Education or Principal</u>	<u>Principal or Assistant Principal or Assistant Director of Elementary Special Education or Director of Elementary Special Education</u>
Psychologist	Asst. Super. For Pupil Services <u>Assistant Director for Elementary Special Education or Coordinator of ESP and MTSS</u>	<u>Principal or Assistant Principal or Assistant Director for Elementary Special Education or Coordinator of MTSS or Director of Elementary Special Education</u>
<u>Social Worker / ESP Teachers / SEL Coaches</u>	Principal <u>Assistant Director for Elementary Special Education or Coordinator of ESP and MTSS</u>	<u>Principal or Assistant Principal or Assistant Director of Elementary Special Education or Coordinator of ESP and MTSS or Director of Elementary Special Education</u>
Literacy Specialist	<u>Coordinator of Literacy or Principal</u>	<u>Principal or Coordinator of Literacy</u>
<u>Math Coach</u>	<u>Coordinator of Mathematics</u>	<u>Principal or Assistant Principle</u>
ELL <u>ESL Teacher</u>	ELL Coordinator <u>Director of Language Acquisition or Principal</u>	<u>Principal or ELL Coordinator Director of Language Acquisition</u>
Instructional Technology Specialist	<u>Coordinator of Instructional Technology or Director of Information Tech.</u>	<u>Principal, Director of Information Tech. or Coordinator of Instructional Technology</u>

Pre-School School Newton Early Childhood Program

Staff Member	Primary Evaluator	Contributing Evaluator
<u>Special Education Teachers</u>	Pre-School Coordinator <u>Director of Early Childhood or Assistant Director of Early Childhood</u>	Asst. Director for Pupil Services or Coordinator of Elem. Special Ed. <u>Director of Early Childhood or Assistant Director of Early Childhood or Director of Elementary Special Education</u>
Psychologist	Asst. Super. For Pupil Services <u>Coordinator of MTSS or Director of Early Childhood or Assistant Director of Early Childhood</u>	Pre-School Coordinator <u>Coordinator of MTSS or Director of Early Childhood or Assistant Director of Early Childhood or Director of Elementary Special Education</u>
<u>Social Worker</u>	Pre-School Coordinator <u>Coordinator of ESP and MTSS or Coordinator of MTSS or Director of Early Childhood or Assistant Director of Early Childhood</u>	Asst. Super. For Pupil Services <u>Coordinator of ESP and MTSS or Coordinator of MTSS or Director of Early Childhood or Assistant Director of Early Childhood Director of Elementary Special Education</u>

Citywide

Staff Member	Primary Evaluator	Contributing Evaluator
<u>Occupational Therapist, Physical Therapist, Teacher of the Visually Impaired</u>	<u>Asst. Director for Pupil Services</u> <u>Coordinator of Occupational Therapy</u>	<u>Principal or Coordinator</u> <u>Assistant Director for of Elem. Special Education or Asst. to the Prin. for Pupil Student Services or Special Ed. Dept. Chair or Pre-School Coordinator</u> <u>Assistant Director of Elementary Special Education</u>
<u>Physical Therapist</u>	<u>Asst. Director for Pupil Services</u>	<u>Principal, Coordinator of Elem. Special Education, Asst. to the Prin. For Pupil Services, Special Ed. Dept. Chair or Pre-School Coordinator</u>
<u>BCBA</u>	<u>ABA Coordinator</u>	<u>Principal, or Assistant Director for Elementary Special Education, or Assistant Principal for Student Services, or Special Education Department Head or Assistant Director of Student Services</u>
<u>Speech and Language Pathologists, Music Therapist, Teacher of the Deaf and Hard of Hearing</u>	<u>Coordinator of Speech and Language Pathologists or Pre-School Coor</u>	<u>Principal or Coordinator</u> <u>Assistant Director for of Elem. Special Education or Asst. to the Prin. for Pupil Student Services or Special Ed. Dept. Chair or Assistant Director of Elementary Special Education</u>
<u>METCO Counselors /Engagement Specialists</u>	<u>METCO Director</u>	<u>Principal, Assistant Principal, Housemaster Dean, or Vice Principal</u>

Withdrawn

NTA #2, 21, 23, 28,

NPS #4D, 7

(W 5-18-23) NTA #2: “Salaries and Other Compensation: Coaches Salary and Stipends”

NTA # Units A, B, C, D, E Appendices

- Add an “Ultimate” Head Coaching position and Varsity Assistant coaching position to Group V of the Coaches Salary Schedule.

(W 2-13-23) NTA #21: “Allow the Use of an Additional “Other” Day for Urgent Personal Business”

Unit A: Article 7 Section 2: Personal days , Unit B: Article 7 Section 2: Personal days, Unit C: Article 7, Section 2: Personal Days, Unit D: Article 7, Section 5), Unit E: Article 6 Section 2: Leaves of Absence with pay (pp. 11-12

- Effective September 1, 2023, three (3) out of the six (6) “other” days can be used as urgent personal days.

ARTICLE 7

Leaves of Absence With Pay

Section 1: A full-time member of the professional staff covered by this Agreement will be allowed up to a total of six (6) days' leave of absence without loss of pay in any one (1) school year for the following reasons:

Section 2: From the six (6) paid absence days established in Section 1 above (*housekeeping change*) ~~primarily for death and illness in the immediate family, two (2)~~ three (3) days shall be allowed for urgent personnel business as judged by the employee. The following four (4) items of explanation apply:

(W 5-18-23) NTA #23: “Increase Tuition Reimbursement; Change Allocation Limits”

Unit A, Article 22, Tuition Cost and Tuition Reimbursement, Unit B, Article 22, Tuition Cost, Unit C, Article 13, Tuition Cost and Tuition Reimbursement, Unit D, Article 8, Professional Development, Unit E, Article 19, Tuition Cost

Effective September 1, 2023:

1. Increase total available tuition reimbursement funds from \$170,000 to \$250,000;
2. Add a BIPOC-specific career advancement maximum individual reimbursement of \$2,500;

(W 3-16-23) NTA #28: “Add an Assistant Athletic Director Position to Unit A”

Unit A, Article 1, Recognition

- Effective September 1, 2023, add an Assistant Athletic Director to Unit A

(W 7-17-23) NTA #31: “Move the position of Director of Data Analysis and Enrollment Planning from Unit E, Group H, to Unit B, Salary Schedule BA3—215 Days”

Unit B, Article 1, Recognition

(W 2-13-23) NPS #4D: “Work Day Work Year: Changed Work Year for Stride Educators”

- NPS Never submitted proposal

(W 2-13-23) NPS #7: “Employees who use personal days in May or June will be charged two days for when they take off one day”

Unit A: Article 7 Section 2: Personal days (pp. 13-14), **Unit B:** Article 7 Section 2: Personal days (p. 11), **Unit C:** Article 7, Section 2: Personal Days (p. 18), **Unit D:** Article 7, Section 5, **Unit E:** Article 6 Section 2: Leaves of Absence with pay (pp. 11-12)

Add the following between the first and second sentence:

An employee who uses a personal day in the months of May or June shall be charged with two personal days.

1. **Section 2:** From the six (6) paid absence days established primarily for death and illness in the immediate family, two (2) days shall be allowed for urgent personnel business as judged by the employee. An employee who uses a personal day in the months of May or June shall be charged with two personal days. A member must have two (2) personal days remaining to take a personal day in May or June. The following four (4) items of explanation apply: