

January 19, 2024

## TIME AND LEARNING AGREEMENT

*(Attempting to preserve the numbering as is wherever possible. Yellow highlighting indicates identical to NTA Counters)*

### PREAMBLE

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

### ELEMENTARY SCHOOLS

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

Tuesday afternoon release time will be used as follows:

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

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

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

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

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

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

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

## Secondary

### MIDDLE SCHOOL TIME AND LEARNING AGREEMENT

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

1. The week shall consist of four (4) days of 6.5 hours and one (1) day of 5.75 hours, for a total of 31.75 hours (1905 minutes) per week. The goal is to minimize the spread in the start/stop time among the 4 schools.
2. The regular work day will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day will end 10 minutes after the students are dismissed from school, except for weekly student short days when the regular work day for teachers will end at the end of the teacher work day. Time during the regular work day not already assigned for direct work with students, collaboration, other meetings or lunch shall continue to be considered preparation time, for the general purpose of preparing for instruction or for additional collaboration with other educators, and teachers will be available as needed. Teachers may also volunteer to substitute during this time, s in accordance with the requirements in Article 16, Section 2 of the Parties' Collective Bargaining Agreement.
3. There may be up to and including ~~four (4)~~ six (6) special early release days during the year when students are dismissed after at least 3 hours of instructional time at 11:30. Professional Development occurring on these special early release days shall last for three hours.
4. Teachers will have up to 1215 minutes/5-day week of contact time with students per week.
5. On weekly student short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 80 minutes.
- 5A. Teachers may be assigned up to three duties per six-day cycle (which include advisory as an option).
6. Teachers will have one (1) duty-free lunch period/day based on the building schedule.
7. Team teachers will have up to five (5) periods every two (2) cycles for scheduled team and Grade Level Department meetings.
8. Teachers (e.g., SPED teachers) who are regularly scheduled for more than two (2) meetings per cycle will be compensated with additional preparation time for scheduled meetings above the two (2) per cycle.
- ~~9. Homeroom and advisory will continue to be school-based decisions.~~
10. All teachers will have an average of nine and one half (9.5) preparation periods/cycle or fifty-seven (57) preparation periods over a six-cycle period. Preparation

time is defined as time during which the teacher has no direct service time with students. It is the goal of the Committee and the Association to balance the teaching load of all teachers equitably.

11. Homeroom, lunch and passing time are not counted as part of 1215 minutes/week.
12. Team teachers will have up to 24 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 30 periods per cycle. Team teachers will have up to and including 4 additional periods working with students.
- ~~13. — The Committee and Administration do not intend to make any significant changes in the split between core contact time and other student learning time (OSLT/Academic Responsibilities) beyond what is in the proposed schedules for 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.~~
15. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene as needed for the purpose of overseeing implementation of the Agreement and resolving related problems.

### **BROWN MIDDLE SCHOOL**

1. The week shall consist of four (4) days of 6.5 hours and one (1) day of 5.75 hours, for a total of 31.75 hours (1905 minutes) per week. The goal is to minimize the spread in the start/stop time among the 4 schools.
2. The regular work day will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day will end 10 minutes after the students are dismissed from school, except for weekly short days when the regular work day for teachers will end at the end of the teacher work day. Time during the regular work day not already assigned for direct work with students, collaboration, other meetings or lunch shall continue to be considered preparation time, for the general purpose of preparing for instruction or for additional collaboration with other educators, and teachers will be available as needed. Teachers may also volunteer to substitute during this time, s in accordance with the requirements in Article 16, Section 2 of the Parties' Collective Bargaining Agreement.
3. There may be up to ~~and including four (4)~~ six (6) special early release days during the year when students are dismissed after at least 3 hours of instructional time at 11:30. Professional Development occurring on these special early release days shall last for three hours.
4. Teachers will have up to 1215 minutes/5-day week of contact time with students.
- 5A. On weekly short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 80 minutes.

5. Teachers may be assigned up to three duties per six-day cycle (which include advisory as an option).
6. Teachers will have one (1) duty-free lunch period/day based on the building schedule.
7. Team teachers will have up to four (4) periods every two (2) cycles for scheduled team and Grade Level Department meetings.
8. Teachers (e.g., SPED teachers) who are regularly scheduled for more than two (2) meetings per cycle will be compensated with additional preparation time for scheduled meetings above the two (2) per cycle.
- ~~9. Homeroom and advisory will continue to be school-based decisions.~~
10. All teachers will have an average of eight (8) preparation periods/cycle or forty-eight (48) preparation periods over a six-cycle period. Preparation time is defined as time during which the teacher has no direct service time with students. It is the goal of the Committee and the Association to balance the teaching load of all teachers equitably.
11. Homeroom, lunch and passing time are not counted as part of 1215 minutes/week.
12. Team teachers will have up to 20 teaching periods in their core subject per cycle. Multi-team teachers will teach up to 25 periods per cycle. Team teachers will have up to and including 4 additional periods working with students.
- ~~13. The Committee and Administration do not intend to make any significant changes in the split between core contact time and other student learning time (OSLT/Academic Responsibilities) beyond what is in the proposed schedules for 2001-2002.~~
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.~~
15. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene as needed for the purpose of overseeing implementation of the Agreement and resolving related problems.

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

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

~~The following agreement is specific to the proposed high school schedule developed by a joint committee of educators from Newton North, Newton South and the Newton Public Schools and~~

completed during the 2018-19 school year. The agreement allows that minor changes may be made to the schedule to allow for unanticipated contingencies, such as accommodation to bus schedules, response to faculty feedback, etc., by the High School Joint Oversight Committee.

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

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

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

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

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

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

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

~~bargaining and ratification by the parties.~~

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

The High School Joint Oversight Committee shall:

- Review the impact of 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 to the extent required by law.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

8. The English cap is eliminated. Any FTE reductions resulting from the elimination of the cap would be achieved through attrition and not through a Reduction in Force (RIF) wherever possible. The district and association agree that the goal is for the average class size in the English, Math, History, Science, and World Language departments is to remain at 25 students or less.

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

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

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

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

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

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

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