

Newton School Committee's Package Proposal¹ For Mediation Purposes Only

Memorandum of Agreement

Between

The Newton School Committee

And

The Newton Teachers Association – Unit A

The Newton School Committee (“Committee”) and the Newton Teachers Association Unit A (“Union”), collectively referred to as the “Parties”, agree to enter into a collective bargaining agreement from September 1, 2023 to August 31, 2026. The effective provisions of the Parties’ September 1, 2020 to August 31, 2023 collective bargaining agreement will remain in effect with the following changes:

1. Article 47: Duration (p. 58)²
 - A. Amend Section 1 by replacing ”September 1, 2020” with “September 1, 2023” and by replacing “August 31, 2023” with “August 31, 2026”
 - B. Amend Section 2 by replacing “Effective September, 1, 2015 salaries” with “Salaries” (housekeeping)
 - C. Amend Section 3 by replacing “September 1, 2023” with “September 1, 2026” and by replacing “October 15, 2022” with “October 15, 2025”.

2. Article 39 Salaries.

A. Section 4 (p. 46)

Amend Section 4 as follows (new language underlined; deleted language struck):

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

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

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

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

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

¹ This is a package proposal. The Committee’s proposals that are not included in this package are not withdrawn. The Committee’s prior positions on items included in this package are maintained if this package is not accepted in full.

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

B. Section 8 (pp. 48-49)

Replace Section 8 in its entirety with the following:

- (1) Fiscal Year 2024
Effective September 1, 2023, a 2.0% increase will be applied to all Steps in the salary schedule in Appendix A and Appendix B.
- (2) Fiscal Year 2025
Effective September 1, 2024, a 2.0% increase will be applied to all Steps in the salary schedule in Appendix A and Appendix B.
- (3) Fiscal Year 2026
Effective September 1, 2025, a 3.0% increase will be applied to all Steps in the salary schedule in Appendix A and Appendix B. (Contingent on health insurance changes below.)

C. Section 9: Coaches' Salaries and Stipends (pp. 49-50)

Replace Section 9 in its entirety with the following:

- (1) Fiscal Year 2024
Effective September 1, 2023, a 2% increase will be applied to the coaches' salary schedules.
- (2) Fiscal Year 2025
Effective September 1, 2024, a 2% increase will be applied to the coaches' salary schedules.
- (3) Fiscal Year 2026
Effective September 1, 2025, a 2% increase will be applied to the coaches' salary schedules.

3. Appendix C: Coaches Salary Schedule

Effective September 1, 2023, move "Cheerleaders" and "Dance" from Group VI to Group V.

a. Appendix D:

- A. Effective September 1, 2023, eliminate the High School "Recycling Coordinator" stipend and add a stipend for "Green Team Coordinator" (under Citywide Stipends) paid at the Group B rate.
- B. Effective September 1, 2023, amend the following line in Elementary & Pre-K Stipends as follows (new language underlined; deleted language struck):

NEW- Student Club/Activity Advisor (e.g. Student Council) (up to ~~3~~ 6 per elementary school)

4. Article 16, Section 2: Substitutes (p. 26)

Replace Section 2 of Article 16 with the following:

Section 2: 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 who teaches their subject area is absent. The high school teacher who is substitute teaching will be paid at the rate of \$60 per additional class period taught 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 the Newton Public Schools shall not be asked to volunteer 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.

5. Article 46: Retirement (p. 57)

A. Label the current paragraph as "Section 1".

B. Add the following new Section 2 to Article 46 Retirement:

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

6. Working Groups

A. Working Group on Elementary School Day

Within sixty (60) days of ratification of this Agreement, the Association and School Committee or designee will appoint an equal number of representatives to a Joint Management Group on the Elementary School Day. Both the Association and the School Committee or designee 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 propose changes that will:

- Improve the learning experience outcomes for students;
- Offer clear and pragmatic scheduling guidance for the elementary day; and
- Provide increase 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.

B. Working Group on Program Coordinators

The parties agree to establish a working group of special educators and administrators to assess the needs for each special education program and make recommendations to the parties by the end of March 2024.

7. Article 22: Tuition Cost and Tuition Reimbursement (p. 30)

- A. Amend Section 3, paragraph A as follows (new language underlined; deleted language struck):

“The maximum amount of reimbursement is ~~\$750~~ one thousand dollars (\$1,000) per individual seeking licensure per contract year; ~~\$600~~ seven hundred fifty dollars (\$750) per individual per contract year for all other applicants.”

- B. Add a new paragraph to Section 3 as follows:

Although the tuition reimbursement fund in this Article is designed to reimburse employees for the tuition cost for graduate-level courses with prior approval of the School Department, an employee may request prior approval for tuition reimbursement of non-graduate credit professional development with the prior approval of the employee’s supervisor outside of the NTA and Human Resources.

8. Article 5: Sick Leave: (pp. 7-11)

- A. Amend Section 5 as follows (new language underlined; deleted language struck):

Sick leave with pay is intended to cover the employee’s own incapacitation due to sickness or injury, with the following exceptions:

An employee covered by this Agreement may use up to ~~eleven (11)~~ fourteen (14) of ~~his or her~~ their ~~fifteen (15) annual~~ personal sick days per school year for a close family member’s or dear friend’s illness or injury.

- B. Replace Section 11, “Sick Leave Bank ” with the following (new language underlined; deleted language struck):

Section 11: Sick Leave Bank

- A. There shall be a sick leave bank for use by eligible employees covered by this Agreement who have exhausted their own sick leave. Eligible employees are members who qualify under one of the following circumstances: a member with a serious illness; members who gave birth and are considered disabled due to the birth of the child; and members who are the primary adoptive parents within the first six months of the adoption (adoptive primary parent includes a primary parent via surrogacy).

Employees must have been employed by the Newton Public Schools for a minimum of one full year (12 months) prior to the date of the request for sick leave bank benefits.

- B. At the beginning of every school year, members of the professional staff covered by this Agreement shall each contribute one (1) day of their annual fifteen (15) days of sick leave in order to fund the bank.* There shall be no accumulation of unused sick leave bank days beyond each applicable school year.
- C. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- D. Upon completion of an initial grant of sick leave bank benefits not to exceed a thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant, but limited as provided below:
 - i. For employees who have completed their first year of employment, but have not yet completed their second year of employment, the Sick Leave Bank Committee may extend their entitlement once for up to an additional thirty (30) days beyond the initial grant. The total of the initial grant and the subsequent grant shall not exceed sixty (60) days.
 - ii. For employees who have completed at least two full years of employment, the Sick Leave Bank Committee may extend their entitlement ~~twice for~~ up to an additional thirty (30) day period for each of the ~~two~~ subsequent grants following the initial grant. The total of the initial grant plus the subsequent two grants shall not exceed ninety (90) days.
 - iii. In no event may anyone be entitled to more than ninety (90) days from the sick leave bank in the aggregate over any three (3) year rolling period.

The Superintendent or the Superintendent's designee, in their sole discretion, may grant exceptions to the above limitation in order to extend the grant of sick leave bank days beyond the above limitations. The Superintendent's/ Designee's granting or denial of exceptions shall not be subject to grievance or arbitration.

- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the Superintendent ~~Sick Leave Bank Committee~~ to serve at it's the Superintendent's discretion and two (2) members shall be designated by the Association.* The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. In addition to the requirements and limitations in Sections A, C, and D above, the following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:
 - 1. Adequate medical evidence of serious illness;
 - 2. Prior utilization of all eligible sick leave.

- G. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the ~~teacher's~~ member's annual fifteen (15) days of sick leave.
- H. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

*The Sick Leave Bank referred to above is a consolidated bank consisting of contributions from Units A, B, C and E members and is designed for the benefit of all these members.

9. Article 10: Parental Leave (pp. 18-19)

Replace Article 10 with the following (new language underlined; deleted language struck):

ARTICLE 10
Parental Leave

Section 1: An employee who has been employed for at least ninety (90) calendar days may request parental leave for the purpose of birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. An employee who is requesting Parental Leave shall notify the Human Resources Department, in writing, specifying the expected dates of the leave of absence. The notification shall be provided as far in advance as possible, but at least four (4) weeks before the leave is to begin. The purpose of such notification is to provide the employee with the required documentation from human resources and to provide the administration with as much notice as possible to make suitable arrangements for continuity with respect to the employee's assignments. Parental Leave will not be denied for failure to provide the required notice per this paragraph.

Section 2:

(a) Employees shall be allowed to use up to forty (40) consecutive workdays (as defined by Article 17, Section 2 above) of leave within the first six months of a child's life or placement of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. The first ~~ten (10)~~ thirteen (13) days of such leave shall be paid without deduction from any contractual leave time. Up to ~~thirty (30)~~ twenty-seven (27) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Employees who are eligible per Article 5 Section 11 can access the sick bank for this leave time.

(b) A leave of absence granted under this Article will be in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended and/or the Massachusetts Parental Leave Act (MPLA), General Laws Chapter 149, Section 105D, whichever provides the most favorable treatment to an eligible bargaining unit member. Parental Leave will run concurrently with FMLA leave and MPLA leave if the employee is eligible for such leave.

(c) If both Parents are employed by the District, each employee is entitled to up to forty (40) consecutive work days, per (a) above.

Section 3:

- A. Employees requesting Parental Leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.
- B. An employee who commences Parental Leave on or after ~~April 15~~ March 15 shall be eligible to have the remainder of that school year off plus the next school year.
- C. An employee who leaves on or after March 15 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.
- D. Ordinarily, an employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of forty (40) working days or less or unless the employee wishes to return immediately upon the termination of her Parental Leave pursuant to Section 2. The Superintendent or designee retains the right to determine whether to grant the request of an employee to return from leave within the school year.

Section 4: When the employee returns from Parental Leave (not childcare leave), the school administration will assign the teacher to the same or similar subject or grade level that he/she held at the time the leave commenced.

Section 5:

A. If an employee adopts or gives birth to a child toward the end of the school year or during the summer school vacation, and has received less than their allotted paid Parental Leave time per Section 2 above, the employee may choose to return to work at the beginning of the school year and forfeit the unused portion of the employee's paid Parental Leave. An employee who chooses this option shall provide notice of such selection within two weeks from the date of birth but no later than August 1 and shall receive a payment for the days forfeited at the rate established under Unit A, Article 23, Section 4 ("Summer Workshop Rate") ~~subject to the \$100,000 cap set forth in Sections B-D below.~~

~~B. Beginning in August 2020, a total of \$100,000 per fiscal year will be added to the budget to fund provision A above for the Association across all units. This amount is in addition to any other amounts expended for Parental Leave benefits.~~

~~C. These payments will be calculated on a pro-rata basis based on the amount available in the total pool and on the number of requests submitted as of August 31 of that year.~~

~~1. If the amount requested under this clause totals less than \$100,000 based on requests submitted as of August 31 of that year, will receive a stipend based on the rate in Unit A, Article 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.~~

10. Article 28: Health Insurance (pp. 34-36)

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]

11. Article 42: Tuition-Free Attendance (p. 55) [*Waiting on final language being worked out in joint sub group*]

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

B. Replace Section 1 with the following:

Section 1: A member employed by the Newton Public Schools who is not a resident of the City of Newton will have the option of having their child(ren) who resides in the member's residence, and for whom they have legal guardianship, enroll in one of the elementary, middle, or high schools in the Newton Public Schools, on a space available basis. Once a child is accepted for enrollment, and so long as the member remains employed by the Newton Public Schools, and the child resides with the member, the child shall be allowed to attend Newton Public Schools through grade 12 subject to the following conditions:

(i) the enrollment/continued attendance is subject to the rules and regulations that apply to students who reside in Newton~~residents~~; and

(ii) the enrollment/~~continued attendance~~ does not result in the likely need to add an additional classroom, or hire additional staff.

The purpose of this provision is to allow the children of non-resident member employees to attend the Newton Public Schools provided that such attendance does not result in the need to add an additional classroom ~~or staffing~~. In the event enrollment or attendance of a non-resident members' child would require an additional classroom, ~~or additional staff~~, the member and the member's child will be referred back to the school district of the student's residence. Reasonable efforts will be made to place siblings in the same school if the member so requests.

Non-resident students requiring an out-of-district placement under Massachusetts or Federal special education law will be referred back to the school district of the student's residence and all rights and costs regarding such placements shall remain the obligation of the school district of actual residence. The benefit provided under this Article does not obligate the Newton Public Schools to pay out-of-district tuition costs for non-resident members' children attending the Newton Public Schools under this Article. The

Newton Public Schools will work with the school district of the student's residence with a goal of providing a smooth transition.

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

If and when the School Committee authorizes School Choice, non-resident employees whose children attend the Newton Public Schools under this provision shall apply for available School Choice seats. The failure to obtain a School Choice seat shall not prevent the employee from continuing to utilize the benefit provided in this section.

12. Appendix E Time and Learning Agreement (pp. 124-132)

Replace the Time and Learning Agreement with the new Time and Learning Agreement appended to and incorporated into this package proposal.

13. Article 17: Work Year (pp. 26-27)

A. Amend Article 17 Section 2 by replacing “Wednesday and Thursday before Labor Day” with “Monday and Tuesday before Labor Day” in the first sentence.

B. Replace the **first sentence in the** first paragraph of Section 2 as follows:

“To provide for greater flexibility in scheduling the school calendar, the parties agree that up to three (3) conference days for teachers at the beginning of the school year may be scheduled no earlier than Monday before Labor Day.”

B. Amend Section A of Section 2 by adding the following to the end of Section A: “Effective with the start of the 2024-2025 work year, the Committee may utilize two of the 182 student days for one full professional development/training day.”

14. Evaluation Working Group

A. Effective with the start of the work year following ratification of this Agreement, amend the Evaluation Handbook as follows:

Section 14, Paragraph P (Evaluation Cycle: Summative Evaluation):

Replace the “last school day in March” with “the last school day in February”

C. The Evaluation Working Group, consisting of members appointed by the Superintendent and members appointed by the NTA, shall be re-established for the purpose of collaboratively reviewing and proposing revisions to the Unit A evaluation rubrics, forms, and templates, as well as associated and related documents, and 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 2024-2025 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 2024-2025 School Year.

15. Article 31 (p. 38)

Amend Article 31 as follows (deleted language struck):

ARTICLE 31

Lunch Program

Section 1: As professionals, teachers are concerned with all factors that affect the educational process. The elementary school lunch program influences the educational process through its potential effects upon the learning conditions and responses of students and upon the working conditions and energies of teachers. ~~Consistent with the spirit of the vote of the Committee in the spring of 1968 to establish an elementary school lunch program:~~

~~A.——No teacher shall be required (or damaged by his/her refusal) to supervise any aspect of the elementary school lunch program.~~

B.——The supervision of the ~~secondary~~ lunch program will be on a volunteer basis. In the event that not all lunchroom assignments are covered by volunteers, then such assignments will be equitably assigned by the Administration, or its designee, from the remainder of the staff.

16. Housekeeping:

A. Article 1 Recognition (p. 1)

Amend Article 1 by:

- (i) Deleting the following titles from Section 1: enrichment coordinators, teachers in charge, learning center teachers, youth development program workers, on site work supervisor, media specialists, and resource room teachers;
- (ii) Adding “music therapists, instructional technology specialists, teachers of the visually impaired”;
- (iii) Replacing: “speech and hearing specialists” with “speech and language pathologists and teachers of the deaf and hard of hearing”: and
- (iv) Replacing: “coaches” with “instructional coaches”

B. Article 15- Vacancies and Promotions (pp. 24-25)

Amend Article 15 as follows:

- (i) Replace Section 2 with the following: “Whenever a vacancy occurs in either an established or newly created position, it will be adequately posted on platforms utilized by Human Resources to advertise and post vacant positions.”
- (ii) Replace Section 3 with the following “This Section intentionally left blank.”

- (iii) In the first paragraph of Section 2, replace “on the faculty bulletin boards” with “on the District’s website”
- (iv) In Section 2, subparagraph A, replace “Written communication” with “Email communication”
- (v) In Section 2, subparagraph B, replace “U.S. Mail” with “email”

C. Article 19- Full Day Kindergarten

Delete all Sections except Section 3. Amend Section 3. Class Size Limits as follows:

The district will make every effort to keep the class size of kindergarten to 23 or fewer students. If class size exceeds 23, then a school-based team including, but not limited to, the kindergarten teacher, ~~the kindergarten teaching assistant, a member of the special education team,~~ and the principal shall meet to assess the needs of the classroom in light of the class size.

D. Article 27 - Protection and Indemnity (p. 33)

- (i) Amend Section 1 as follows (new language underlined; deleted language struck):

“The rights of an employee covered by this Agreement to indemnification from personal financial loss, damages and expenses, including legal fees, arising out of ~~against~~ certain negligence actions and claims and to legal assistance in defending such claims will be governed by the provisions of Massachusetts General Laws, Chapter 258, Section 9.”
- (ii) Amend Section 4 by adding “gross negligence or reckless or wrongful conduct” after the word “negligence”.
- (iii) Delete Section 5 and replace with: “This Section intentionally left blank.”

E. Article 43 –Inclusion of Specifically Designated Students (pp. 55-57)

Delete the title and the entirety of Article 43 and replace with: “This Article intentionally left blank.”

F. Delete Appendix F - Side Letters Unit A 2015-2018. (expired)

G. Article 14:

- (i) In subsection on exceptions in Section 2 at paragraph C (p. 22), replace “affirmative action, accomplishments, and aims” with “diversity, equity and inclusion (DEI) goals”
- (ii) In Section 3, subparagraph C (p. 23):
 - a. replace “posting in each building” with “posting on the District’s website”
 - b. replace “an automated telephone access system” with “the District’s website”
 - c. replace “by U.S. Mail” with “by email”
 - d. delete the final paragraph in Section 3 (obsolete)

(iii) In Section 5 F. replace “notified by certified mail” with “notified by email”

H. Article 15, Section 3 (p. 25);

Replace “an automated telephone access system” with “the District’s website” in the first sentence of Section 3 and replace “U.S. Mail” in the second sentence with “email” in Section 3.