

04-01-2020

**Memorandum of Agreement
Regarding Closure of Schools due to COVID-19**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Newton Public Schools (hereinafter, “the District”) and the Newton Teachers Association (hereinafter, “Association”).

WHEREAS, the Newton Teachers Association, Units A, B, C, D, and E, and the Newton School Committee are parties to Collective Bargaining Agreements in full force and effect from September 1, 2019 to August 31, 2020; and,

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak, Massachusetts Governor Charlie Baker has declared an extended school closure across the Commonwealth, resulting in the closure of all Newton Public Schools buildings and offices through May 4, 2020; and

WHEREAS, there is a realistic possibility that this period of closure shall be extended for the remainder of the 2019-2020 school year; and

WHEREAS the District and Association agree that the goal of this Memorandum of Agreement is to develop emergency procedures around compensation, benefits, and work expectations in the wake of the 2020 outbreak of the Coronavirus (hereinafter, “COVID-19”), and have bargained said procedures;

THEREFORE, the District and the Association hereby agree to the following terms and timeframe of this agreement:

In the event the Newton Public Schools remains closed for the remainder of the school year, this Agreement shall remain in effect through the last scheduled day of school, June 25, 2020 . In the event the Newton Public Schools reopen prior to that date, this Agreement shall automatically terminate on the date school resumes, with the exception of the provisions of Attachment B, incorporated by reference in section # 10 below.

1. Beginning and inclusive of March 11, 2020, no absences due to an employee’s or family member’s illness, excluding previously planned and ongoing leaves of absence, will be charged against the employee through the term of this Agreement. Employees on unpaid leave will remain on unpaid leave.

2. The District affirms its commitment to compensate salaried employees their full contracted days of work when school buildings are closed. This includes all salaried Unit A, B and E employees, and Unit C employees whose hourly rate is annualized and paid over 20 bimonthly pay periods.

Employees that were receiving or would receive pre-approved or pre-planned differential pay for coverage, e.g. Unit C covering for Unit A as long-term substitutes, will continue to receive their salaried pay and the differential pay during school closure for the period set forth in the agreement and approval.

3. The District agrees to compensate other hourly employees, including but not limited to ISS substitute teachers, lunch aides, etc., their contracted hourly or daily rate for any days they were scheduled to work, including those days in which school is closed. If there is no contract or document specifying the number of hours an employee is scheduled to work, the District will compensate these employees based upon their average weekly hourly wages from January 1, 2020 through March 13, 2020.

4. Stipend Payments and Coaches Salaries. But for the following exceptions, NPS will pay all Appendix C and D coaches salaries and stipended positions in the applicable CBA as set forth in the contract. The following Appendix C and Appendix D coaches salaries and stipended positions will be modified as follows:

- a. Spring Season Athletics. NPS paid the first of three (3) salary payments to all persons, including but not limited to NTA members, who were selected to coach for the Spring Season in the March 31, 2020 paycheck in accordance with Appendix C of the CBA. NPS will not pay the remaining two (2) payments unless Spring Season athletics commences. Should the season commence, the parties will collaborate and agree upon the appropriate compensation for the salaries considering factors such as the length of the season.
- b. Theatre and Music Productions –Appendices D-3 to D-11– All stipends set forth in Appendices D-3 to D-11 will be paid per the contract with the exception of those theatre or musical productions where rehearsals had not yet commenced as of March 13, 2020. For those theatre or musical productions where rehearsal had not yet commenced as of March 13, 2020, NPS will pay 1/3 of the stipended amount set forth in Appendix D.

5. The Committee and the Association understand that employees are expected to be available to work during this period of school closure, per the guidelines in sections 6 and 7 below. In the event that there may be extenuating circumstances at home make this difficult, employees should communicate with their direct supervisors.

6. The District's Distance Learning Plan, Attachment A, revised on April 1, 2020, sets forth the general expectations and plans for staff regarding distance learning during school closure broken down by grade level (PK-5, Middle School and High School), and is hereby incorporated into this Agreement.

Specific and applicable guidelines and direction will be provided to staff differentiated by role, school and level. Additionally, differentiated expectations and direction for special education staff, including Unit C members and service providers, will be included in these documents.

The parties understand that during the period of school closure through June 25, 2020, employees will plan for and implement distance learning as well as remote enrichment and home-learning opportunities, which will include communication and collaboration with students, families and staff, in accordance with schedules and guidance provided by District Administration and this Agreement.

The parties understand that Attachment A may be modified throughout the term of this Agreement and that the District and the Association will work collaboratively in the process. The district agrees to provide notice to employees when any changes are made.

The Association and District understand and acknowledge that the following principles apply to distance learning, remote enrichment and home-learning opportunities, and have guided the development of the District's Distance Learning Plan, and will also guide any revisions:

- A. Distance learning and remote educational support are not a substitute for in school instruction or curriculum.
- B. The primary aim of distance learning is for educators to maintain a healthy connection with students that furthers their social and emotional well-being.
- C. Both parents and educators have varying and complicated circumstances at home, including differing access to the internet, availability of at-home supports, health and wellness of self and family, etc. The District Distance Learning Plan must remain mindful of these varying circumstances.
 - i. Distance learning should be geared towards work that students can do independently and universally designed to provide access to all students in the class.
 - ii. Distance learning opportunities should be designed assuming that parents can provide the same level of support they ordinarily provide for homework, no more.
 - iii. Distance learning opportunities should require students to spend no more than half the amount of time they normally spend in school on learning.
- D. The District and the Association encourage and support educators to use online video conferencing tools so that students have the opportunity to see, hear and connect with them. They also recognize that using online video conferencing tools to meet remotely with students is one of many tools that can effectively be used to direct student learning.

District guidelines include age appropriate contact by level and usage guidelines for staff and students/families, as well as protocols for protecting the security and safety of students and educators during video conferencing.

If, having followed these guidelines, educators still experience difficulties or risk, they should contact their supervisor to discuss alternative means of maintaining contact and connection with their students.

- E. Educators will design learning opportunities using the principles of universal design, and that address the different learning needs of students with learning disabilities, English language learners, or students with other learning challenges.
- F. Educators will work in teams to support and direct student learning. Regular education teachers will work collaboratively with special education teachers, teachers of English language learners, educational support professionals, and teachers of other specialized subjects to meet the diverse learning needs of students in the Newton Public Schools. Special educators and service providers will prioritize providing specialized instruction to students to the extent possible.

7. The Association and District understand and acknowledge that distant learning, remote enrichment and home-learning opportunities, including communication and collaboration, may not consume a regular full work day for employees. The parties also understand that employees may, but are not required to, perform part of such work outside of the employee's regular work hours as outlined in the 2019 - 2020 Collective Bargaining Agreement, but will not be asked to work more than the regular weekly hours or days set forth therein. Whenever possible, employees should be using their District-issued devices to provide distance learning.

8. The Committee will provide a suitable secure video-conferencing service for those employees who choose to use it for meetings or remote instruction. The Committee will make reasonable efforts to ensure that employees are not recorded or photographed while using the district provided service, and will notify students, families, and employees that photography and video recording is prohibited.

Employees shall not be held liable should students violate the Newton Public Schools Acceptable Use Policy.

9. The Association and District understand and acknowledge that, because distance learning and remote educational support are not a substitute for in school instruction or curriculum, employees will not be held responsible for student achievement during the period of temporary school closure.

Additionally, employees will not be evaluated or disciplined with respect to the quality of work performed during school closure; they will, however, be held accountable for completing the work required as well as for refraining from prohibited activities, as well as any other misconduct that is otherwise subject to discipline under applicable law, regulations, contracts and practice.

10. The modification to the Evaluation Process is set forth and hereby incorporated in Attachment B. This Attachment B addresses both the situation whereby schools remained closed

through the end of the school year as well as modified timelines and process should school resume on May 4, 2020.

11. The Committee agrees to make all due efforts to protect the health and welfare of Unit E employees, including any Unit E employees who remain at work in any of the NPS buildings, and including those who provide technical support to the district.

A. Unit E employees will only be required to provide in-person tech support and enter NPS buildings when necessary to complete essential duties such as equipment repairs, maintenance, and support.

B. Unit E employees who must provide in-person tech support, including but not limited to the repair of devices on site should do so following the “Limited and Safe Interaction Protocol for In-Person Tech Support” (See Attachment C)

The parties understand that the Attachment C protocol may be modified throughout the term of this Agreement and that the District and the NTA will work collaboratively in the process. The district agrees to provide notice to employees when any changes are made.

12. The District agrees to provide at least two (2) work days notification in anticipation of schools reopening.

13. Employees maintained on the District payroll are not eligible for unemployment insurance as they are active employees still receiving wages from the District.

In Witness Whereof, the parties have set their hand and seal by their duly authorized representative, April 1, 2020.

For the Newton Public Schools,

Ruth Goldman

**Ruth Goldman, Chair
Newton Public School Committee**

DATE: 04-02-2020

For the Newton Teachers Association,

M

**Michael Zilles,
NTA President**

DATE: 04-02-2020