

12/16/19

## UNIT A

### MEMORANDUM OF AGREEMENT

The Newton School Committee (the Committee) and the Newton Teachers Association, Unit A (the Association) hereby agree to a new one-year contract to be in effect from September 1, 2019 through August 31, 2020 and a new three-year contract to be in effect from September 1, 2020 through August 31, 2023. Except as modified by this Memorandum of Agreement, the terms and conditions of the prior collective bargaining agreement and Memoranda of Agreement will be carried forward into the successor agreement.

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DURATION: 1-year contract: September 1, 2019-August 31, 2020

3-year contract: September 1, 2020-August 31, 2023

### SALARIES AND COMPENSATION

### COST OF LIVING ADJUSTMENTS

#### FISCAL YEAR 2020

- Effective September 1, 2019, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective March 1, 2020, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective March 1, 2020, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

#### FISCAL YEAR 2021

- Effective September 1, 2020, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2020, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective March 1, 2021, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective March 1, 2021, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

## **FISCAL YEAR 2022**

- Effective September 1, 2021, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2021, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective March 1, 2022, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective March 1, 2022, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

## **FISCAL YEAR 2023**

- Effective September 1, 2022, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2022, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective March 1, 2023, a 1% Cost of Living Adjustment will be applied to the salary schedules

## **NEW ENTRY LEVEL STEPS FOR TEACHERS' SALARY SCHEDULE**

### **FISCAL YEAR 2021**

- Effective September 1, 2020, step 1.5 is the new entry level step for the Teachers Salary Schedule (NTA)

### **FISCAL YEAR 2022**

- Effective September 1, 2021, step 2 is the new entry level step for the Teachers Salary Schedule (NTA)

## **ARTICLE 38**

### **Salaries**

**Section 1:** The salary schedules hereinafter set forth shall become effective September 1, 2019 and will remain in effect as indicated in this Article.

Full-time teachers will advance by full-steps on the salary schedule.

Effective September 1, 2020, step 1.5 is the new entry level step for the Teachers Salary Schedule (NTA)

Effective September 1, 2021, step 2 is the new entry level step for the Teachers Salary Schedule (NTA)

Part-time teachers who become full-time teachers shall be placed on a salary step in accordance with existing practice.

Part-time teachers who teach .50 or more shall advance on salary steps by full-steps.

Part-time teachers who teach less than .50 shall advance on salary steps by one-half step.

### **ANNIVERSARY DATES FOR STEP INCREASES**

#### **FISCAL YEAR 2021**

- Effective FY21, February 1 is the new anniversary date for the step increase

#### **FISCAL YEAR 2022**

- Effective FY22, January 1 is the new anniversary date for the step increase

#### **FISCAL YEAR 2023**

- Effective FY23, December 1 is the new anniversary date for the step increase

### **ARTICLE 38**

**Section 4:** 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 school year, December 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.

## **COACHES' SALARIES**

### **FISCAL YEAR 2020**

- Effective September 1, 2019, a 2.125% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2019, an additional .125% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

### **FISCAL YEAR 2021**

- Effective September 1, 2020, a 2.5% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2020, an additional .5% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

### **FISCAL YEAR 2022**

- Effective September 1, 2021, a 2.5% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2021, an additional .5% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

### **FISCAL YEAR 2023**

- Effective September 1, 2022, a 2.625% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2022, an additional .375% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.
- Effective August 31, 2023, an additional .5% Cost of Living Adjustment will be applied to the coaches' salary schedules.

## STIPENDS

### FISCAL YEAR 2020

Effective September 1, 2019, the following additions/revisions shall be made to the stipend schedules:

- **High School**
  - MCAS Science Competency Portfolio Stipend - \$1,000\*
  - MCAS Math Competency Portfolio Stipend - \$500\*
  - MCAS English Competency Portfolio Stipend - \$250\*
- **Middle School**
  - Content Leader Stipends compensated at the HS Group F rate (\$3025 in 2018-2019)
- **Citywide:**
  - International Cultural Exploration Coordinator@ HS Group E rate
  - International Cultural Exploration Assistant Coordinator @ HS Group A rate
  - Domestic Cultural Exploration (U.S. and Canada) Coordinator @ HS Group B rate
  - Domestic Overnight Trip (U.S. and Canada) stipend @1/2 workshop day rate (Article 22, Section 4 (“Summer Workshop Rate”)) (Units A, B, and E only)
- **Elementary:**
  - Increase Elementary Leadership stipend to HS Group A equivalent
  - Add Student Club/Activity Advisor (e.g., student council) (up to 3 per elementary school)

\*Rates are for compiling a portfolio for one student in the specified content area for the MCAS competency portfolio process

- Effective September 1, 2019, a 2.25% Cost of Living Adjustment will be applied to the stipend schedules.
- Effective February 1, 2020, the mileage stipend shall increase from \$3.50 to \$4.00 per diem and from \$60 per month to \$75 per month. (Article 39)
- Effective September 1, 2019, the mentoring stipend shall increase from \$600 to two and one half (2 ½) workshop day rate (Article 22, Section 4 (“Summer Workshop Rate”)). (Article 35)

- Effective September 1, 2019, the overnight travel stipend shall increase from \$125 to one half (½) workshop day rate (Article 22, Section 4 (“Summer Workshop Rate”). (Article 38)

## **ARTICLE 38**

### **Salaries**

**Section :** Elementary, Middle and High School teachers and other educators accompanying students on approved overnight experiences shall receive additional compensation in the amount of one half (1/2) the workshop rate (Article 22, Section 4 “Summer Workshop Rate”) for each overnight spent for continental U.S. and Canadian trips only and for a maximum of five (5) nights per educator per trip upon the submission of a signed and approved overnight trip form.

### **FISCAL YEAR 2021**

Effective September 1, 2020, a 3% Cost of Living Adjustment will be applied to the stipend schedules.

### **FISCAL YEAR 2022**

Effective September 1, 2021, a 3% Cost of Living Adjustment will be applied to the stipend schedules.

### **FISCAL YEAR 2023**

- Effective September 1, 2022, a 3% Cost of Living Adjustment will be applied to the stipend schedules.
- Effective August 31, 2023, an additional .5% Cost of Living Adjustment will be applied to the stipend schedules.

## **LONGEVITY AND RETIREMENT**

### **FISCAL YEAR 2020**

- Effective September 1, 2019, longevity payments shall increase to the following amounts.

Years	Current	September 1, 2019
After 13 years of service	\$750	\$825
After 19 years of service	\$1000	\$1100
After 24 years of service	\$1500	\$1650
After 27 years of service	\$3000	\$3300

- Effective September 1, 2019, create a new article that establishes an early notification of retirement incentive of \$500 for employees that give notice of retirement at least four (4) months prior to their date of retirement.

### **ARTICLE 45**

#### **Retirement**

**Section 1:** Effective September 1, 2019, employees that give notice of retirement at least four (4) months prior to their date of retirement shall be awarded an incentive payment of \$500.

## HEALTH INSURANCE

### FISCAL YEAR 2020

- Effective September 1, 2019, the Committee will implement the below changes to the PPO health insurance plan it offers employees.

### ARTICLE 27

#### Insurance and Annuity Plan

#### Section 5: Health Insurance Contribution Rate Changes

- C. Effective September 1, 2013 — September 1, 2019

Employees who utilize a PPO plan will pay 30% of premium employee share/70% city share.

- D. Effective September 1, 2019, the Committee will grandfather members who were on the PPO as of September 1, 2019. Those members will be grandfathered at the current rate (30% of premium employee share/70% city share) for the remainder of the time that they choose to participate in the PPO.

The Committee will offer to current PPO subscribers a one-time payout of a \$2000 for individual and \$4000 for family to leave the PPO within 60 days of ratification.

Employees who enroll in the PPO plan after 7/1/20 shall contribute 35% of the premium and the Committee shall pay 65%.

If a member returns to the PPO prior to the end of FY23, the member shall pay back money from the payout at a pro-rated amount and return to the grandfathered rate.

If a member returns to the PPO during or after the final open enrollment period, the member shall pay the new contribution rate of 35% by the employee and 65% by the Committee.



- Effective July 1, 2020, the Committee will implement changes to the plan design of the health insurance it offers employees:
  - Provide for a \$5 co-pay at Minute Clinic (as opposed to standard \$20 co-pay)
  - Provide for a \$10 co-pay at Urgent Care Clinic (as opposed to standard \$35 co-pay)
  - Increase prescription drug co-pay by \$5
  - Increase office and specialist visit co-pay by \$5

**Section 6: Health Insurance Plan Design Changes**

A. Effective July 1, 2020

- Deductibles: \$250 for each individual and \$500 total for a family
- \$40 Specialist co-pay up \$5 from \$35 to \$40
- \$25 Office PCP co-pay, up \$5 from \$20 to \$25
- \$5 co-pay for Minute Clinics (down from \$20)
- \$10 co-pay for Urgent Care Clinics (down from \$35)
- \$150 Outpatient day surgery co-pay
- \$100 Emergency Room co-pay
- Prescription drugs co-pays:
  - \$20 Tier 1, up \$5 from \$15
  - \$30 Tier 2, up \$5 from \$30
  - \$55 Tier 3 up \$5 from \$50

**PROMOTION OF UNIT C MEMBERS TO UNIT A**

**FISCAL YEAR 2020**

- Effective September 1, 2019, add a new Section 5 to Article 11, “Initial Teacher Employment” in order to credit Unit C for years of service in that Unit when placing them on the Unit salary schedule as newly hired employees.

**ARTICLE 11**

**Initial Teacher Employment**

**Section 5:** Effective FY20, if a newly hired teacher was a Unit C member with the Newton Public Schools, they will receive credit on the Unit A salary schedule based on table below:

<b>Years of Experience in Unit C</b>	<b>Step Credit for Placement on Unit A Scale</b>
1 or 2	½
3 or 4	1
5 or 6	1 ½
7 or more	2

## **WORK DAY/WORK YEAR**

### **FISCAL YEAR 2020**

- Effective September 1, 2019, the end of year schedule shall change, flipping the last day for students to full day for staff, and the last day to a half day.

### **ARTICLE 17**

#### **Work Year, Teaching Hours, and Teaching Load**

**Section 2**, subsections B and C shall now read:

- 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. The third conference day shall be a ½ day.
- C. 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.

### **FISCAL YEAR 2021**

- Effective September 1, 2020, the following language will be added to the elementary and middle school Time and Learning Agreements:

“The regular work day for elementary and middle school teachers will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day for elementary and middle school teachers will end 10 minutes after the students are dismissed from school.”

- Effective September 1, 2020, the Middle School Time and Learning Agreements shall read as below (including the language on the “regular work day” from above):

### **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 for 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.

3. There will be up to four (4) special early release days during the year when students are dismissed at 11:30 AM.
4. Teachers will have up to 1215 minutes/week of contact time with students.
5. Teachers may be assigned up to two 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.
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 continue to meet 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 for 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.
3. There will be up to four (4) special early release days during the year when students are dismissed at 11:30 AM.
4. Teachers will have up to 1215 minutes/week of contact time with students.
5. Teachers may be assigned up to two 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.
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 continue to meet for the purpose of overseeing implementation of the Agreement and resolving related problems.

## **FISCAL YEAR 2020**

- Effective September 1, 2019, the High School Time on Learning Agreements shall be modified in the stages set forth below:

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

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.

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, World Language shall be required to teach four (4) 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 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 up to three hundred and forty (340) minutes every two weeks;
- Educators (with exceptions noted below) shall be assigned at least 100 minutes of teacher collaboration time during flexible learning time every two 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 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 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 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, 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. Faculty meetings and weekly professional development meetings will take place 10 minutes after the last class each Tuesday and will be no longer than one hour and 30 minutes in length.



## **SICK LEAVE, FAMILY LEAVE AND PARENTAL LEAVE**

### **FISCAL YEAR 2020**

- Effective September 1, 2019, the August 31, 2016 Memorandum of Agreement on Use of Sick Time shall be incorporated into the Unit A contract. It will become the new section 6 of Article 5, and the sections following it shall be renumbered.

### **ARTICLE 5**

#### **Sick Leave**

#### **Section 6: Use of Sick Days**

- A. A member will notify the Human Resources Department as soon as reasonably practicable if she or he believes she or he may be absent from work for more than five (5) days due to personal injury, illness or a medical condition.
- B. If a member is absent for six (6) or more consecutive working days, the Human Resources Department and/ or the member's supervisor may request adequate medical evidence.

Employees must continue to follow their school absence reporting procedures until their direct supervisor or the Human Resources Department informs them otherwise.

The District may investigate any suspicion of abuse of sick time, including requiring an Independent Medical Exam (IME). A member may be subject to discipline for an abuse of sick time.

- C. If the Human Resources Department requests it, the member must supply the Human Resources Department with either FMLA form WH380-E or medical documentation on letterhead with an official signature that includes area of specialty, with the following information:
1. Employee's name
  2. Approximate date the illness or injury commenced,
  3. A description of the injury, illness or medical condition,
  4. A statement that the employee is not able to perform his/her position,
  5. The expected return to work date.

If the member is on leave for a period that exceeds 45 days, the member will be expected to again provide additional documentation.

Health care providers who may provide certification of a serious health condition include:

- Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- Clinical psychologists, physicians' assistants, nurse practitioners, certified nurse-midwives, podiatrists, and clinical social workers authorized to practice under State law and performing within the scope of their practice as defined under State law;
- A health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.

If medical documentation is requested, the member shall have at least fifteen (15) school days to provide such documentation. The Human Resources Department can be flexible if the member requests a good faith extension.

- D. The School Committee and Newton Teachers Association agree that a member's use of personal sick time for personal illness, injury, or medical condition shall run concurrently with FMLA leave time if the personal illness or injury is an FMLA qualifying condition.

The School Committee and Newton Teachers Association further agree that:

1. Members who have worked at least one year may use up to sixty days of unpaid leave per school year to care for a child, spouse, parent, or member of the family household who has an FMLA qualifying condition;
2. Members who have worked at least one year and are military caregivers may use up to one hundred and thirty days of unpaid leave per school year to care for a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness;
3. If members have remaining FMLA leave, this shall run concurrently with this unpaid leave;
4. Members may use any remaining Family Illness Days, Personal Days, and "Other" days to cover these absences;
5. The district has the same prerogatives it uses for verifying personal illness (delineated above in subsection C) for verifying the condition of family household members;
6. The district will continue to provide health insurance coverage

during the leave period, with the member and the district each continuing to pay its respective share of the premium of no more than one calendar year;

7. Members' use of personal sick leave is separate from their leave time to care for the above qualifying family household members. The use of personal sick leave does not count against leave time to care for qualifying family household members.
  - E. If the Human Resources Department requests medical documentation of illness, they may supply members with FMLA form WH380- E, but they must also inform members that they may fulfill their requirement to provide medical documentation by supplying a medical practitioner's note, in accordance with the guidelines from subsection C above.
  - F. The Association and the Human Resources Office agree to negotiate the forms and templates to letters that are used to communicate with members regarding all matters discussed in this section.
- Effective September 1, 2019, two (2) additional personal illness days may be used to care for a family member, bringing the total number of personal illness days that may be used to care for a family member to seven (7).

## **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 seven (7) of his or her fifteen (15) annual sick days for an immediate family member's illness or injury.

- Effective September 1, 2019, allow members to carry over unused "Urgent Personal Days" as sick days. Effective for the 2019-2020 school year and thereafter. This provision will not apply to carryover days for school years prior to 2019-2020.

## **ARTICLE 7**

### **Leaves of Absence with Pay**

**Section 1:** No change to the language of the preamble of Section 1, nor subsections A-H; modify the last sentence of Section 1 to read:

No accumulation of this allowance from one employment year to another is allowed, with the following exception:

If an employee does not use either or both of his or her two (2) days established for “urgent personal business,” per Section 2 below, by the end of the school year, they will be converted to personal sick days and accumulate as such.

- Effective September 1, 2019, modify Article 5, Section 9 to reflect current practice of allowing accumulated personal sick days to transfer when an employee becomes employed in a position governed by another Collective Bargaining agreement of the Association and the Committee.

## **ARTICLE 5**

### **Sick Leave**

**Section 9:** An individual who transfers from employment with the City of Newton without interruption in service to a position covered by this Agreement or any other Newton Teachers Association Bargaining Agreement with the Newton School Committee shall be credited with any sick leave credit earned by such employee while an employee of the City of Newton.

- Effective September 1, 2019, implement new Parental Leave Policy, Article 10, with modifications to the Sick Leave Bank, Article 5, Section 11. Delete Article 7, Section 4.

## **ARTICLE 10**

### **Parental Leave**

**Section 1:** A 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 Assistant Superintendent for Human Resources, 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 work days (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) days of such leave shall be paid without deduction from any contractual leave time. Up to thirty (30) 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.

(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 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 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 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 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 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 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**

#### **Section 11: Sick Leave Bank:**

- A. There shall be a sick leave bank for use by eligible teachers covered by this Agreement who have exhausted their own sick leave. Eligible teachers are members who qualify under one of ~~have~~ 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).

## **ARTICLE 7**

### **Leaves of Absence with Pay**



**Section 4:** ~~Parental Leave (to be used within one year of the birth/adoption of child): Eleven (11) consecutive days of sick leave may be used, along with four (4) ‘Other/Family’ days (if available) to be paid for parental leave, if the employee is not eligible for maternity leave benefits.~~

\*See attached FY20 implementation plan.

## **FISCAL YEAR 2021**

- Effective September 1, 2020, a total of eleven (11) personal illness days may be used to care for a close family member or dear friend. “Other” days may no longer be used to care for a seriously ill family member or dear friend. Strike “serious illness” from Article 7, Section 1, Part A.

### **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) of his or her fifteen (15) annual sick days for a close family member’s or dear friend’s illness or injury.

### **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:

- A. ~~Death or serious illness~~ of a close family member or dear friend;

## **ELEMENTARY PLANNING TIME**

### **FISCAL YEAR 2021**

- Prior to January 15, 2021, the parties will convene a joint labor-management committee to discuss elementary prep time. The Committee will have equal number of representatives from the Committee and the Association to discuss increasing elementary preparation time.

### **FISCAL YEAR 2023**

- Effective September 1, 2022, the Committee will provide \$100,000 solely for the purpose of providing elementary teachers with increased preparation time per the recommendation of the Joint Labor Management Committee.

## **SUBSTITUTES**

### **FISCAL YEAR 2020**

- Effective September 1, 2019, Article 16 shall be modified as below.

## **ARTICLE 16**

### **Substitutes**

**Section 1:** The Committee and the Association share a clear recognition that the district's educational mission is compromised when coverage is not comprehensive and highly qualified. We are committed to providing adequate and qualified substitute staffing to cover any professional staff member in Units A, B, and C when absent.

**Section 2:** In the event that the regular Unit A, B, or C 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.

## TUITION REIMBURSEMENT

### FISCAL YEAR 2020

- Effective September 1, 2019, the overall funding for tuition reimbursement shall increase from \$135,000 to \$170,000. The individual maximum reimbursement shall increase to \$750 for educators seeking licensure.

### ARTICLE 21

#### Tuition Cost and Tuition Reimbursement

**Section 3:** The Committee agrees to budget and expend up to ~~\$135,000~~ \$170,000 with the following guidelines:

- A. The maximum amount of reimbursement is ~~\$600~~ \$750 per individual *seeking licensure* per contract year; *\$600 per individual per contract year for all other applicants.*

## USE OF SCHOOL FACILITIES

### FISCAL YEAR 2020

- Effective September 1, 2019, the Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year.

### ARTICLE 25

#### Use of School Facilities

**Section 5:** The Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year.

## PROTECTION AND INDEMNIFICATION

### FISCAL YEAR 2020

- Effective September 1, 2019, modify Article 26, Section 1, as below, to bring into conformity with current law.

### ARTICLE 26

#### Protection and Indemnification

**Section 1:** The rights of an employee covered by this Agreement to indemnification against certain actions and claims and to legal assistance will be governed by General Laws, Chapter 258.

- Effective September 1, 2019, modify Article 26, Section 6, 7 and 8, as below.

**Section 6:** The Committee will reimburse individuals covered by this Agreement for any loss or damage to eyeglasses or hearing aids or mobile phones caused by an assault on the individual or an accident during the workday.

**Section 7:** Individuals who are absent as a result of an on the job accident or personal injury suffered during the workday shall not lose pay because of such absence. The parties agree that sick leave bank days may be utilized for such purposes. Eligible employees under this section shall be allowed to use up to three years of sick bank time (balance of the school year that the injury/accident occurred plus two additional school years). The Employee will be required to submit updated medical documentation per Article 5 Section 11 (Sick Leave Bank) of the Contract.

**Section 8:** The Committee agrees to reimburse eligible employees for the cost of co-pays for office visits, emergency room visits, and prescription drugs, as well as physical and occupational therapy appointments that are not covered by insurance incurred due to physical injury/accident to the employee arising out of and in the course of employment.

The maximum reimbursement for such injuries under this section shall not exceed the aggregate total of \$24,000 per year. All NTA units will be included under the \$24,000 cap. Employees who submit documentation of such costs via proper proof of payment as required by the comptroller shall be paid bi-monthly. This cap shall be pro-rated on a monthly basis of \$2,000 per month. Any unused balance will accrue month to month up to a total of \$24,000 for each year of the contract.

## **UNION SECURITY**

### **FISCAL YEAR 2020**

- Effective January 1, 2019, delete Article 31, sections 1 – 4, and replace with the following language regarding dues deduction:

#### **ARTICLE 31**

##### **Dues Deduction**

**Section 1:** Dues deduction shall be governed MGL. Chapter 180, Section 17A, which specifies the rights and responsibilities of Committee and the Association regarding (1) the authorization to collect dues; (2) the duration of and renewal of said authorization; (3) the collection of dues, including, but not limited to, the exclusive right of the Association, as the collective bargaining agent for members of the Newton Teachers Association, to receive dues from its members; and (4) the revocation of the authorization to collect dues.

- Effective January 1, 2019, rename Article 40, “Agency Fee,” “Union Security.” Replace sections 1 – 3 with the following:

#### **ARTICLE 40**

##### **Union Security**

**Section 1:** Chapter 150E, Section 5A shall govern the rights and responsibilities of the Association and the Committee regarding:

1. Notification to the Association of newly hired employees and provision of information regarding those employees
2. Association access to meet with newly hired employees
3. Use of district facilities for Association activities
4. Use of district email and communication systems
5. Exclusions of member personal and professional information from public record
6. Exclusion of Association-member communications from public record

**Section 2:** If a third party, such as an advocacy group, labor organization, or individual other than the Association, requests contact or employment information of bargaining unit members information through an MGL 150E information request or Public Records Request, the Committee will inform the Association of such request and the name of the requestor within twenty-four (24) hours (one (1) business day). This notification shall not be subject to the grievance procedure.

## FULL DAY KINDERGARTEN

### FISCAL YEAR 2020

- Effective January 1, 2019, a new article 19, “Full Day Kindergarten,” to be located after the current Article 18, “Class Size,” shall be added to the collective bargaining agreement. Subsequent Articles shall be renumbered.

### ARTICLE 19

#### Full Day Kindergarten

##### **Section 1: Purpose.**

Effective September 2019, the Newton Public Schools will implement full day kindergarten. To provide opportunities for children to learn in a developmentally appropriate way, the Committee and the Association agree that additional time added to the daily schedule shall be directed towards the education of the whole child. They further agree that this additional time is not intended to increase the time currently dedicated to formal academic (math and literacy) learning, but rather to enhance the overall learning experience by providing opportunities to engage in play and discovery, with particular attention to social and emotional development.

##### **Section 2: Staffing Levels.**

Every kindergarten classroom with fourteen (14) or more students shall be assigned at least one full time Category 1 Kindergarten Teaching Assistant. This “Teaching Assistant” shall be distinct from and in addition to any other special education aides that may be assigned to particular students in the classroom.

Every full time Kindergarten Teaching Assistant will be expected to be at school ten (10) minutes prior to the start of school for students and remain after school for ten (10) minutes after the dismissal of students.

Every full time Kindergarten Teaching Assistant will also be provided with one hundred and fifty (150) minutes per month of after school time beyond the school day for the purposes of collaboration and planning with the classroom teacher, or others.

For the 2019-2020 and 2020-2021 school years, all full time Kindergarten Teaching Assistants will be provided with an additional one hundred and fifty (150) minutes per month of after school time beyond the school day for the purposes of collaboration and planning with the classroom teacher or others.

These two years will be considered a pilot period. During this period, the Full Day Kindergarten Labor Management Committee (see Section 5 below) will assess the efficacy and value of providing this additional collaboration and planning.

For the 2021-2022 school year and beyond, all full time Kindergarten Teaching Assistants will be provided with one hundred and fifty (150) minutes per month of after school time beyond the school day for purposes of collaboration with the classroom teacher or others unless the NTA and the School Committee agree otherwise in writing.

**Section 3: Class Size Limits.**

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.

**Section 4: Classroom Supplies.**

For the 2019-2020 school year, every kindergarten classroom teacher will be authorized to purchase \$1,000 in additional classroom supplies.

**Section 5: Full Day Kindergarten Labor Management Committee.**

The School Committee and the Association authorize the creation of a Full Day Kindergarten Labor Management Committee. The Committee will comprise an equal number of NTA and administrative members, with the total number of members to be determined by the Committee's needs. The Committee shall be charged with reviewing and discussing the implementation of Full Day Kindergarten, and shall, among its responsibilities: Assess whether full day kindergarten in its implementation is remaining true to the mission of educating the whole child; assess the efficacy and value of the pilot of providing Full Day Kindergarten Teaching Assistants collaboration and planning time; discuss the role of FDK Teaching Assistants and, concomitantly, their job description; consider staffing levels (e.g., special education teachers, occupational and physical therapists, social workers, and/or psychologists) for support and interventions (e.g., speech and language, social pragmatics, mental health, occupational and physical therapy). If necessary, the Joint Labor Management Committee will make any recommendations to both bargaining teams for further negotiations.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this \_\_ day of December 2019.

NEWTON SCHOOL COMMITTEE

NEWTON TEACHERS ASSOCIATION

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Ruth Goldman, Chairperson  
Bridget Ray-Canada  
Steven Siegel

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Michael Zilles, President  
Newton Teachers Association

Newton Public Schools Committee



## **\*Implementation of New Parental Leave Benefit**

The new parental leave benefit will be available to all employees for the birth or adoption of a child on or after August 28, 2019.

### Parental Leaves (Co-Parent)

- *Leave concluded prior to ratification*
  - reinstate 4 “other” days that were used for the leave such that the employee receives a total of 10 paid days per the new parental leave benefit.
  - reinstate any personal business or personal illness days used for the leave such that the employee receives a total of 10 paid days per the new benefit.
  - pay the remainder of days (up to 25) to bring the employee to 40 total days at incentive rate (Bachelors Step 1 daily rate).
- *Leave in progress at ratification*
  - reinstate 4 “other” days that were used for the leave such that the employee receives a total of 10 paid days per the new parental leave benefit.
  - reinstate any personal business or personal illness days used for the leave such that the employee receives a total of 10 paid days per the new benefit.
  - if employee’s return to work date is before the conclusion of the 40 working days (i.e. the employee did not plan to take any unpaid time), the following two options apply:
    - extend leave to include the additional paid working days up to those available from their personal illness days;
    - return to work on the original planned day and receive the remaining paid days at the incentive rate.
- *Leave begins after ratification*
  - new policy applies

### Maternity/Adoption Leaves (Parent)

- *Leave concluded prior to ratification; no unpaid time taken*
  - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
  - 40 days less prior paid days = X days paid at incentive rate (Bachelors Step 1).
- *Leave concluded prior to ratification; unpaid time taken*
  - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
  - 40 days less prior paid days = X days paid at member’s per diem rate;
  - reduce personal illness days by X days.

- *Leave in progress at ratification*
  - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
  - paid leave concludes at end of 40 working days;
  - if employee's return to work date is beyond the conclusion of the 40 working days (i.e. the employee planned to take some unpaid time), employee will be paid for any additional days to bring the total benefit to 40 days.
  - if employee's return to work date is before the conclusion of the 40 working days (i.e. the employee did not plan to take any unpaid time), the following two options apply:
    - extend leave to include the additional paid working days;
    - return to work on the original planned day and receive the remaining paid days at the incentive rate (Bachelors Step 1).
- *Leave begins after ratification*
  - new policy applies