

**NTA Proposed**

**MEMORANDUM OF UNDERSTANDING  
Delivered at 7pm**

This memorandum of understanding is entered into by and between the Newton Teachers Association (hereinafter the "Union"), and the Newton School Committee (hereinafter the "Employer") to outline modifications as part of a successor collective bargaining agreement.

**RECITALS**

- A. The Employer and the Union entered into a collective bargaining agreement for the period September 1, 2023, through and including August 31, 2024.<sup>1</sup>
- B. The Employer and the Union entered into a collective bargaining agreement for the period September 1, 2024, through and including August 31, 2027.
- C. The Employer and the Union agree that the ratification of each agreement is contingent upon the ratification of the other agreement.
- D. The duly authorized representatives of the Employer and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- E. The said representatives of the Employer and the Union have, subject to approval by the membership of the School Committee and ratification by the Union agreed to a tentative agreement of contract changes.

**AGREEMENT**

In consideration of mutual promises and covenants, the parties hereto agree as follows:

**1. PRIOR AGREEMENTS**

- The effective provisions in the Collective Bargaining Agreement in effect for the period of September 1, 2020, through and including August 31, 2023, shall be in full force and effect for the period of September 1, 2023, through and including August 31, 2024, except as modified by this MEMORANDUM OF UNDERSTANDING.
- The effective provisions in the Collective Bargaining Agreement in effect for the period of September 1, 2023, through and including August 31, 2024, shall be in full force and effect for the period of September 1, 2024, through and including August 31, 2027, except as modified by this MEMORANDUM OF UNDERSTANDING.

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<sup>1</sup> This Agreement was reached in mediation and shall not be in effect until the Union membership has ratified the 2023-2024 Memorandum of Agreement and the 2024 - 2027 Memorandum of Agreement and the Committee has approved the 2023-2024 Memorandum of Agreement and the 2024-2027 Memorandum of Agreement.

- The changes set forth herein are effective September 1, 2023, unless otherwise specified.

- 2. SUCCESSOR AGREEMENT PROOFREADING.** The parties agree to correct article numbers, typographical, and grammatical errors by mutual agreement when the successor agreements are integrated and updated.
- 3.** Changes to the collective bargaining agreement are represented as additions in underline font and deletions in ~~strikethrough~~ font. A title of each change shall follow the item number **in bold**.
- 4.** This Memorandum is divided into sections: Agreements impacting the collective bargaining agreements between the School Committee and multiple bargaining units, Agreements impacting the collective bargaining agreement between the School Committee and Unit A, Agreements impacting the collective bargaining agreement between the School Committee and Unit B, Agreements impacting the collective bargaining agreement between the School Committee and Unit C, Agreements impacting the collective bargaining agreement between the School Committee and Unit D, Agreements impacting the collective bargaining agreement between the School Committee and Unit E.

**Agreements Impacting Multiple Bargaining Units:**

**5. Duration**

**Unit A (ARTICLE 47), Unit B (ARTICLE 39), Unit C (ARTICLE 32), Unit D (ARTICLE 27), Unit E (ARTICLE 37)**

- Effective September 1, 2023, modify **Unit A**. Article 47 Duration, **Unit B**. Article 39: Duration, **Unit C**, Article 32: Duration, **Unit D**, Article 27: Duration, **Unit E**, Article 37: Duration, as below:

**Unit A, ARTICLE 47  
Unit B, ARTICLE 39  
Unit C, ARTICLE 32  
Unit D, ARTICLE 27  
Unit E, ARTICLE 37**

**Duration**

**Section 1:** This Agreement shall become effective as of September 1, 2023 and shall continue and remain in full force and effect until August 31, 2024.

**Section 2:** Effective September 1, 2023, salaries will be adjusted as provided in Unit A Article ~~38-39~~, Unit B, Article 31, Unit C, Article 21, Unit D, Article 15, Unit E, Article 30, or as set forth in the appendices.

**Section 3:** Negotiations for a new agreement to take effect September 1, ~~2023~~ 2024 will commence on or before October 15, ~~2022-2023~~

**Section 4:** ~~If the parties do not reach an agreement on a successor Collective Bargaining Agreement prior to the expiration date of this Agreement, the entire Agreement will remain in full force and effect until a successor Agreement is reached.~~

- Effective September 1, 2024, modify **Unit A**. Article 47 Duration, **Unit B**. Article 39: Duration, **Unit C**, Article 32: Duration, **Unit D**, Article 27: Duration, **Unit E**, Article 37: Duration, as below:

**Unit A, ARTICLE 47  
Unit B, ARTICLE 39  
Unit C, ARTICLE 32  
Unit D, ARTICLE 27  
Unit E, ARTICLE 37**

**Duration**

**Section 1:** This Agreement shall become effective as of September 1, 2024 and shall continue and remain in full force and effect until August 31, 2027.

**Section 2:** Effective September 1, 2024, salaries will be adjusted as provided in Unit A Article 38-39, Unit B, Article 31, Unit C, Article 21, Unit D, Article 15, Unit E, Article 30, or as set forth in the appendices.

**Section 3:** Negotiations for a new agreement to take effect September 1, 2023 2027 will commence on or before October 15, 2022-2026

~~**Section 4:** If the parties do not reach an agreement on a successor Collective Bargaining Agreement prior to the expiration date of this Agreement, the entire Agreement will remain in full force and effect until a successor Agreement is reached.~~

**6. Cost of Living Increases:**

**1 year contract:**

- Effective September 1, apply the below COLAs to the Units A, B, C, D, and E pay scales, and the stipend and coaches salaries pay scales.

**3 year contract:**

- Effective September 1, 2024 , 2025, and 2026, apply the below COLAs to the Units A, B, C, D, and E pay scales, and the stipend and coaches salaries pay scales.

**Units A (Article 39), B (Article 31), Unit D (Article 15), and E (Article 30):**

Year	COLA
1	2.5%
2	2.5%
3	3%
4	3.25%/0.75% on Mar. 1

**Unit C (Article 21)**

Year	COLA
1	2.5% + \$500 Unit C 1.0 FTE annualized salary (prorated for other FTEs)
2	2.5% + then add \$250500 to Unit C 1.0 FTE annualized salary (prorated for other FTEs)
3	3% then \$500 to Unit C 1.0 FTE annualized salary (prorated for other FTEs)/ 0.75% on March 1
4	3.25% then add \$500 to Unit C 1.0 FTE annualized salary (prorated for other FTEs)/ 0.75% on March 1

**Coaches Salary and Stipends (Unit A: Appendix C and D, Unit B: Appendix D and E, Unit C: Appendix D and E, Unit E: Appendix C and D)**

Year	COLA
1	2.5%
2	2.5%
3	3%
4	4%

**7. Step Increases:**

**Unit A (Article 39), Unit B (Article 31), Unit D (Article 15), Unit E (Article 30)**

- Effective September 1, 2024~~5~~, move anniversary date of Step Increase to November 1.
- Effective September 1, 2025~~6~~, move anniversary date of Step Increase to October 1.
- Effective September 1, 2026 August 31, 2027, move anniversary date of Step Increase to September 1

**Unit D (Housekeeping)**

**ARTICLE 15**

**Wages**

**Section 3:** February September 1<sup>st</sup> is the anniversary date of step increases for all Unit D members.

**8. Parental Leave**

**Unit A (Article 10), Unit B (Article 10), Unit C (Article 9), Unit E (Article 9)**

1. Effective for leaves commencing on or after December 1, 2023, increase the total number of days of the current parental leave policy to 60 working (FMLA) days.
2. Effective for leaves commencing on or after December 1, 2023, increase the number of parental leave days paid by the district to 2040
3. Effective September 1, 2023, eliminate the cap on total funds available for the option to forego using all parental leave days and receive a summer stipend. (TA'd 1/25/23) – **The NTA proposes mutually agreeing to withdraw this TA as part of an agreement on this proposal and to eliminate the summer parental leave stipend**
4. Effective September 1, 2023, parental leave must be taken within twelve (12) months after the birth or placement of a child. (TA'd 1/25/23)
5. After the first 20 days paid by the District, employees may utilize their own sick time in order to be paid for the remaining days up to the maximum of 60 days.
6. For employees that have forty-five (45) personal illness days or less, employees may exhaust their own sick time or reserve up to 5 of their own personal illness days at their

sole discretion and select one of the following options after utilizing the days paid by the District and utilizing all but 5 or less of their own personal illness days:

- i. Remain out of work for half of the balance of the remaining balance of the 60 days at the rate of 100% of the employee's daily rate; or
  - ii. Remain out of work for the balance of the 60 days with pay at the rate of 50% of the employee's daily rate
  - iii. Return to work
7. ~~Effective for leaves commencing after ratification, modify Article 5, Section 12 to allow equitable access to sick leave bank, with five four (4) days of leave remaining.~~

## **ARTICLE 10**

### **Parental Leave**

**Section 2:** (a) Employees shall be allowed to use up to ~~forty (40)~~ sixty (60) consecutive work days, ~~which may be taken in one or two consecutive periods (as defined by Article 17, Section 2 above (??))~~ of leave within the first ~~twelve~~ six months of a child's life or placement of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. ~~The first ten (10) days of such leave shall be paid without deduction from any contractual leave time. Up to fifty (50) thirty (30) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. The first twenty (20) days of such leave shall be paid without deduction from any contractual leave time. Up to forty (40) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available.~~

For employees that have forty-five (45) personal illness days or less, employees may exhaust their own sick time or reserve up to five (5) of their own personal illness days at their sole discretion and select one of the following options after utilizing the days paid by the District and utilizing all but five (5) or less of their own personal illness days:

- i. Remain out of work for half of the balance of the remaining balance of the sixty (60) days at the rate of 100% of the employee's daily rate; or
- ii. Remain out of work for the balance of the sixty (60) days with pay at the rate of 50% of the employee's daily rate; or
- iii. Return to work

~~Employees who exhaust their own personal illness days other than four (4) days as part of this leave, shall be eligible can to access the sick bank for additional this leave time, per Article 5 Section 12.~~

If both Parents are employed by the District, this complete parental leave policy shall apply to each parent. each employee is entitled to up to forty (40) sixty (60) consecutive work days and all of the other options, per (a) above.

**Section 3:** A. Employees requesting Parental leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.

B. An employee who commences Parental leave on or after ~~April 15~~ March 1 shall be eligible to have the remainder of that school year off plus the next school year.

C. An employee who leaves on or after ~~March 15~~ March 1 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.

1. Ordinarily, an employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of ~~forty~~ sixty (60) working days or less or unless the employee wishes to return immediately upon the termination of her disability. The Superintendent or designee retains the right to determine whether to grant the request of an employee to return from leave within the school year.

~~**Section 5:** A. If an employee adopts or gives birth to a child toward the end of the school year or during the summer school vacation, and has received less than their allotted paid Parental leave time per Section 2 above, the employee may choose to return to work at the beginning of the school year and forfeit the unused portion of the employee's paid Parental Leave. An employee who chooses this option shall receive a payment for the days forfeited at the rate established under Unit A, Article 22, Section 4 ("Summer Workshop Rate").~~

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

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

~~2. 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.~~

~~3. 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.~~

~~4. This benefit will be paid upon return to work regardless of whether the employee returns to work at the beginning of the school year or the employee takes unpaid leave, as long as they are still an NPS employee.~~

## ARTICLE 5

## Sick Leave Bank

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, ~~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).

## 9. Time and Learning Agreement

Unit A (Appendix E: Time & Learning Agreement), Unit B (Appendix G: Time & Learning Agreement)

(Replace the existing agreement as follows)

## TIME & LEARNING

### ELEMENTARY SCHOOLS

One of the charges goals of the Elementary School Day Working Group is to increase the weekly preparation time for all Elementary educators to 220 minutes per 5 day week. Should the Elementary School Day Working Group jointly agree to a proposal increasing elementary prep time to at least 220 minutes per 5 day week, the parties agree to reopen negotiations on the Elementary portion of the Time & Learning Agreement and Article 44 in order to negotiate over incorporating said agreements.

- ~~1. The weekly hours for students will be:
  - ~~four (4) days of six (6) hours and 40-30 minutes, "regular school day" (8:10-8:20am to 2:50 pm) and~~
  - ~~one (1) day (Wednesday) of four (4) hours and 10 minutes, "weekly short day". (8:10-8:20 am to 12:20 pm) (New #1 added to replace #7)~~
  - ~~student arrival shall be at 8:10 when the first bell rings~~~~
1. Student arrival begins at 8:10. Teachers shall take attendance at 8:20am daily. Students will be dismissed at 2:50pm daily, except on the weekly short day (Wednesday) when they are dismissed at 12:20pm. (New TA)
2. The regular work day for all elementary teachers will begin 10 minutes before students arrival ~~are expected to report to their classroom/homeroom for attendance purposes.~~ The regular work day shall conclude at the same time daily, which shall be 10 minutes after student dismissal time on a regular school day.
3. The Newton Public Schools will provide citywide professional development during the regular school day- Teachers will be released from their regular teaching duties and the district will provide appropriate coverage.



4. ~~The parties acknowledge and agree that the time after the weekly student short day release shall be designated for the purposes of professional collaboration, meetings (e.g. staff meetings, grade-level/PLC meetings, department meetings, committees), and learning in support of school, department, and district goals, and these activities will continue to be subject to the direction and approval of the principal or principal's designee.~~
5. ~~The parties agree that Wednesday early release time shall be used as follows:~~ the schedule below shall guide the use of time after the weekly student short day release. It is understood that the principal/designee may, on occasion, make alterations to this schedule as necessary to respond to building and/or district needs: **The schedule below shall serve as the plan for the time after the weekly student short-day release (Wednesday), which is designated for professional collaboration and meetings under the direction of the principal/designee (e.g. staff meetings, PLC meetings, Department meetings), and personal planning time. This schedule creates a predictable structure to the Wednesday afternoon early release time. It is understood that the principal/designee may, on occasion, make alterations to the plan below with regard to meeting type or structure as necessary to respond to building and/or District needs.**
- a. One staff meeting per month from 1:05pm-3:00pm
  - b. Three (3) meetings of Professional Learning Communities (PLCs) per month or four (4) in a month containing 5 weekly short days
  - c. One department meeting per month (Specialists [e.g. Library, Art, Music, PE teachers], ELL teachers, Special educators [e.g. Special Education teachers, SW/Psych, Speech Language pathologists])
  - d. Three hours of personal planning time per month (four hours in a month that has five weekly short days), one hour on each early release Wednesday when there is not a staff meeting.
  - e. The district reserves the right to use 4 hours per year from this personal planning time for urgent, unexpected, or mandated district-wide staff training or professional development.
  - f. Specialists, special educators, and ELL teacher schedules shall include the equivalent of the additional weekly short day personal planning time (180 minutes of planning time per month; 240 minutes in a month with 5 weekly short days). Such time for specialists and ELL teachers may occur on weekly short day afternoons and/or during the regular school day.
  - g. Instructional coaches will develop their schedules to allow for the equivalent of the weekly short day planning time during the school day so that they can dedicate weekly short day afternoons to professional collaboration and consulting with colleagues.
  - h. Teachers will continue to use the weekly short day afternoons adjacent to the two District-wide early release teacher discretion days ~~Thursdays~~ at their discretion (e.g., planning and preparation, meetings, etc).

6. The Elementary Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene ~~as-needed~~ when either party requests for the purposes of overseeing implementation of the Agreement and resolving related problems.
7. The district will schedule up to and including six (6) District-wide early release days per year. Of these six, four may be used for district or building based professional development or training, and two shall continue to be used at the teachers' discretion during the elementary conference periods.
8. **The Committee will have the option to permanently change the weekly short day dismissal time by extending the dismissal time by fifteen (15) minutes.**

**If the Committee exercises this option, all work days for elementary teachers will remain the same length, even with contact time increasing by fifteen (15) minutes on the weekly short days. The thirty (30) minute duty free lunch time, as well as allocation of adequate travel time for teachers, would remain in effect.**

## **Secondary**

### **MIDDLE SCHOOL TIME AND LEARNING AGREEMENT**

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

1. The week shall consist of four (4) days of 6.5 hours and one (1) day of 5.75 hours, for a total of 31.75 hours (1905 minutes) per week. The goal is to minimize the spread in the start/stop time among the 4 schools.
2. The regular work day will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day will end 10 minutes after the students are dismissed from school, except for weekly student short days when the regular work day for teachers will end ~~at the end of the teacher work day.~~ 90 minutes after the dismissal of students. ~~Time during the regular work day not already assigned for direct work with students, collaboration, other meetings or lunch shall continue to be considered preparation time, for the general purpose of preparing for instruction or for additional collaboration with other educators, and teachers will be available as-needed. Teachers may also volunteer to substitute during this time, s in accordance with the requirements in Article 16, Section 2 of the Parties' Collective Bargaining Agreement.~~
3. There may be up to and including ~~six (6)~~ five (5) special early release days during the year when students are dismissed after at least 3 hours of instructional

time. ~~One (1) special early release day shall be assigned each year to use exclusively at teacher discretion.~~ Professional Development occurring on these special early release days shall last for three hours.

4. Teachers will have up to 1215 minutes/5-day week of contact time with students per week.

5. On weekly student short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 80 minutes.

5A. Teachers may be assigned up to ~~three~~ 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. LEFT INTENTIONALLY BLANK

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, **and is valued by all parties as an important part of the professional work day.** 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. Effective September 1, 2024, team teachers will have up to 24 teaching periods in their core subject per cycle. Multi-team teachers will teach up to ~~30~~ 28 periods per cycle. Team teachers will have up to and including 4 additional periods working with students.

13. LEFT INTENTIONALLY BLANK

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.

15. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene ~~as needed~~ when requested by either party for the purpose of overseeing implementation of the Agreement and resolving related problems.

1. The week shall consist of four (4) days of 6.5 hours and one (1) day of 5.75 hours, for a total of 31.75 hours (1905 minutes) per week. The goal is to minimize the spread in the start/stop time among the 4 schools.
2. The regular work day will begin 10 minutes before students are expected to report to their classroom/homeroom for attendance purposes. The regular work day will end 10 minutes after the students are dismissed from school, except for weekly student short days when the regular work day for teachers will end at the end of the teacher work day: 90 minutes after the dismissal of students. ~~Time during the regular work day not already assigned for direct work with students, collaboration, other meetings or lunch shall continue to be considered preparation time, for the general purpose of preparing for instruction or for additional collaboration with other educators, and teachers will be available as needed. Teachers may also volunteer to substitute during this time, s in accordance with the requirements in Article 16, Section 2 of the Parties' Collective Bargaining Agreement.~~
3. There may be up to and including ~~six (6)~~ five (5) special early release days during the year when students are dismissed after at least 3 hours of instructional time. ~~One (1) special early release day shall be assigned each year to use exclusively at teacher discretion.~~ Professional Development occurring on these special early release days shall last for three hours.
4. Teachers will have up to 1215 minutes/5-day week of contact time with students per week.
5. On weekly student short days, professional development meetings will begin 10 minutes after the students are dismissed from school and last no longer than 80 minutes.
- 5A. Teachers may be assigned up to ~~three~~ 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. LEFT INTENTIONALLY BLANK
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, **and is valued by all parties as an important part of the professional work day.** 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. Effective September 1, 2024, team teachers will have up to 20 teaching periods in their core subject per cycle. Multi-team teachers will teach up to ~~25~~ 24 periods per cycle. Team teachers will have up to and including 4 additional periods working with students.
13. LEFT INTENTIONALLY BLANK
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.
15. The Middle School Oversight Committee, with an equal number of members appointed by the Committee and the Association, will convene ~~as needed~~ when requested by either party for the purpose of overseeing implementation of the Agreement and resolving related problems.

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### HIGH SCHOOL TIME AND LEARNING AGREEMENT

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

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

The High School Joint Oversight Committee shall:

- Review the impact of a new schedule and assess its implementation, including the organization and administration of flexible learning time, effectiveness of professional development offered, and other impacts, and make recommendations for ~~minor~~ changes, if when needed.

- Make recommendations to the Committee and the Association about any changes to the start and end time for the high school day.
- Make recommendations to the Committee and the Association should any need arise for significant changes to the schedule for the two high schools. Any changes to the high school schedules other than those contemplated in this agreement shall be subject to bargaining and ratification by the parties ~~to the extent required by law.~~

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

### 3. LEFT INTENTIONALLY BLANK

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

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

Teachers who teach five (5) classes may not be assigned duties. Unit B members may not be assigned regularly occurring duties.

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

Teachers may volunteer in writing, on a yearly basis, preferably prior to the close of the school year each June, to exchange up to two (2) 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 5-day (NPS change accepted by NTA) week;
- Teachers may be assigned to work with students during flexible learning time up to three hundred and forty (340) minutes every two 5-day weeks;
- Educators (with exceptions noted below) shall be assigned at least 100 minutes of teacher collaboration time during flexible learning time every two 5-day weeks;

educators may elect to work up to fifty minutes more every two weeks with students, taken from collaboration time.

- Counselors and psychologists shall be assigned 100 minutes of collaboration time every two 5-day weeks; collaboration time for counselors and psychologists may be assigned during teaching blocks rather than flexible learning blocks in order to maximize counselor and psychologist availability for students during flexible learning time. This time for collaboration is in addition to Tuesday shorter-day weekly meeting time or professional half days.
- Educators shall not be assigned more than 10 flexible learning blocks, including student flexible learning time and collaboration time, every two 5-day weeks.
- Flexible learning blocks may be used to assign Unit C members collaboration and/or planning time.
- Unit B members will be fully engaged during flexible learning blocks. They will participate in supporting student learning and faculty collaboration during flexible learning blocks on a floating basis.
- Part-time staff will be assigned responsibilities proportional to their FTEs and respecting their part-time schedule.

7. High school students will have a minimum of 990 hours of time on learning via traditional and flexible learning time.

8. Beginning with the 2023-2024 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. The calculation of the three-year total shall start in the 2023-2024 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 (2026, 2029, 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 three completed. Any FTE reductions resulting from the increase in the cap will be achieved through attrition and not through a Reduction in Force (RIF).

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

10. For the 2023-24 school year, faculty meetings and weekly professional development meetings will take place 10 minutes after the last class on the shorter student day each week and will be no longer than one hour and 20 minutes in length. During the 2024-25

school year, a shift of these meetings from after school to before school will be piloted. Starting in the fall of 2024, faculty meetings and weekly professional development meetings will begin no earlier than 7:40 a.m., end 15 minutes before the first class each Tuesday, and will be no longer than one hour and 15 minutes in length.~~these meetings will take place before school, starting no earlier than 7:40 AM, and will end 10 minutes before the first class on the shorter day each week, and will be no longer than one hour and 20 minutes.~~ The Superintendent The High School Joint Oversight Committee shall evaluate whether to continue the pilot considering staff attendance, on-time start, quality of professional learning overall in before-school meetings as compared with after-school meetings, and staff feedback (including a vote of the staff). The High School Joint Oversight Committee members shall then vote and the majority shall decide whether to make the pilot permanent. In the event of a tie, the decision shall be made in accordance with the faculty vote. ~~faculty will, by majority vote, after consultation with the High School Joint Oversight Committee, decide whether to make this change permanent.~~ The Superintendent and shall notify high school staff members by email or similar method by March 31st, 2025 of this decision. ~~or any subsequent March 31st whether to continue the before-school meeting pilot during the subsequent year(s).~~ If the decision is made to continue to hold meetings before school at that time, the Superintendent will retain the right to shift meetings to the after-school timing listed above if notice is given to high school staff members via email or similar method by any subsequent March 31st of the prior school year.

**10. Paid FMLA Leave to Care for Relative(s)**  
Unit A (Article 5), Unit B (Article 5), Unit C (Article 8), Unit D (Article 7), Unit E (Article 5)

Effective September 1, 2026, employees eligible and approved for leave pursuant to the FMLA may use up to fifteen (15) days to be deducted from the employee's accrued sick leave for FMLA qualifying circumstances requiring the Employee to attend an ill spouse, child, or parent, per FMLA definition of said, provided that the Employee has first exhausted their 14 annual sick days and their 2 personal days.

**ARTICLE 5**  
**Sick Leave**

**Section 5:** Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury. With the following exceptions:

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

Effective September 1, 2026, employees eligible and approved for leave pursuant to the FMLA may use up to fifteen (15) days to be deducted from the employee's accrued sick



**leave for FMLA qualifying circumstances requiring the Employee to attend an ill spouse, child, or parent, per FMLA definition of said, provided that the Employee has first exhausted their 14 annual sick days and their 2 personal days.**

## **11. Health Insurance**

Effective July 1, 2024:

- 1) Urgent Care Copay: Increase Urgent Care Copay from \$10 per visit to \$20 per visit.
- 2) Retail Care Copay: Increase Retail Care Copay from \$5 per visit to \$20 per visit.
- 3) Add new section E to Article 27: Employees hired on or after February 1, 2024 who utilize a PPO plan will pay 48% of premiums and NPS will pay 52% of the premiums. (NPS will continue to maintain the current premium contribution rates for current employees hired prior to February 1, 2024 for the duration of their career in NPS.)

## **12. Start of School Year/Self-Directed Time**

**Unit A, Unit B, Unit C, Unit D, Unit E  
Article 17 Section 2**

Effective September 1, 2024, amend Unit A, Article 17, Work Load, Teaching Hours, and Teaching Load and all other contracts as appropriate by (1) modifying Section 2, paragraph 1, by replacing 'Wednesday and Thursday' with 'Monday and Tuesday', and by inserting the following in Section 2, subparagraph (B). This would allow for 1 district PD full day during the work year (for example, November election day).

Section 2: Effective September 1, 2024, to provide for greater flexibility in scheduling the school calendar, the parties agree that the two (2) conference days for teachers at the beginning of the school year may be scheduled on the Monday and Tuesday ~~Wednesday and Thursday~~ before Labor Day. The work year for teachers will end one day after the last day for students but not later than June 30. Each year at least fourteen (14) days prior to the adoption of the school calendar for the following year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the School Committee, which will consider the recommendations prior to final adoption of the calendar by the School Committee.

During the first two (2) workdays of the school year, all employees covered by this agreement shall have six (6) ~~seven (7)~~ hours set aside for self-directed preparation for the school year. Should the District require educators to attend convocation, such time shall not be considered self-directed preparation time ~~and the District shall set aside three (3) hours from the other non self-directed time for such purpose.~~

## **13. Coaches Salaries and Stipends**

**Unit A (Appendix C and D), Unit B (Appendix D and E), Unit C (Appendix D and E),  
Unit E (Appendix C and D)**

1. Move the "Cheerleaders" and "Dance" Head Coaching positions from Group VI to Group V of the Coaches Salary Schedule, and add a Varsity Assistant Coaching position to each of "Cheerleaders" and "Dance."
2. Add a "Green Team" Captain Stipend to the City Wide stipends, up to one in NECP, up to one in each elementary school, up to two in each middle school, up to four in each high school, and up to one at the Ed Center. Value the same as a Group B high school stipend.
3. Increase the number of possible elementary club advisory stipends to 6. ("Up to 3 6 per elementary school")

#### **14. Retirement**

**Unit A**, Article 46 Retirement, Section 1, 2, **Unit B**, Article 38, Retirement, Section 1, 2, **Unit C**, Article 31, Retirement, Section 1, 2.

##### **ARTICLE A46, B38, C31**

##### **Retirement**

**Section 1:** Effective September 1, 2019, employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.00.

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

**Unit D**, Article 26, Sections 1 and 2

##### **ARTICLE 26**

##### **Retirement**

**Section 1:** Effective September 1, 2019, five (5) day per week salaried employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.00.

**Section 2:** Effective September 1, 2023, five (5) day per week employees that give notice of retirement at least six (6) months prior to their last of work and who work through to the end of the teacher work year shall receive \$500 in addition to the benefit provided in Section 1 of this Article.

**Unit E**, Article 36, Retirement, Section 1, 2

##### **ARTICLE 36**

##### **Retirement**

**Section 1:** Effective September 1, 2019, employees that give notice of retirement at least four (4) months prior to their last day of work shall be awarded an incentive payment of \$500.00.

**Section 2:** Effective September 1, 2023, employees that give notice of retirement at least six (6) months prior to their last of work and who work through June 30<sup>th</sup> following such notice shall receive \$500 in addition to the benefit provided in Section 1 of this Article.

**15. Expand the Use of Sick Days**

**Unit A (Article 5), Unit B (Article 5), Unit C (Article 8), Unit D (Article 7), Unit E (Article 5)**

**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~~ **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.

**16. Increase Tuition Reimbursement**

**Unit A (Article 22), Unit B (Article 22), Unit C (Article 13), Unit D (Article 8), Unit E (Article 19)**

**Tuition Cost and Tuition Reimbursement**

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

- A. The maximum amount of reimbursement is ~~\$750~~ **\$1,000** per individual seeking licensure per contract year; ~~\$600~~ **\$750** per individual per contract year for all other applicants.
- B. Preference will be given to members seeking certification. Tuition reimbursement shall be allowed for non-graduate credit granting professional development when appropriate, and with supervisory approval.

**17. Sick Leave Bank Housekeeping**

**Unit A (Article 5, Section 11), Unit B (Article 5 Section 12), Unit C (Article 8), Unit E (Article 5 Section 12)**

*Amend Section F by replacing "Sick Leave Bank Committee" with the "Superintendent" in the second sentence, (housekeeping)*

F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four members. Two members shall be designated by the ~~Sick Leave Bank Committee~~ Superintendent to serve at ~~the Superintendent's~~ Superintendent's discretion and two members shall be designated by the Association.\* The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.

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.

## 18. Changes to Evaluation Handbook

### Units A and B Handbook for Evaluation

#### 1 year contract

- Effective September 1, 2023:
  - (i) **Handbook Section 18 – “Educator Plans: Directed Growth Plan”**

**Subparagraph D:** A copy of a draft of the signed Directed Growth Plan shall be provided to the Educator and the Association no later than the last school day in June of the year prior to the plan’s implementation. The signed Directed Growth Plan will be finalized and provided to the educator by September 20th. The Educator’s signature indicates that the Educator received the Directed Growth Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

#### (ii) **Handbook Section 19 – “Educator Plans: Improvement Plan”**

##### **Subparagraph F:**

A copy of the draft Improvement Plan shall be provided to the Educator and the Association no later than the last school day in June of the year prior to the plan’s implementation. The signed Improvement Plan will be finalized and provided to the educator by September 20th. The Educator’s signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

## 19. Tuition Free Attendance

**The NTA is compromising on this proposal as part of a comprehensive agreement with the understanding that this attendance shall continue to be tuition-free.**

**Unit A (Article 42), Unit C (Article 24), Unit D (Article 18), Unit E (Article 34)**

### **Article 42: ~~Tuition-Free Attendance~~/Attendance of Non-Resident Newton Teacher Association Employee’s Children in Newton Public Schools**

*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, attend in one of the elementary, middle, or high schools in the Newton Public Schools, on a space available basis, which means the availability of space in a classroom. 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 rules and regulations that apply to students who reside in Newton.

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 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.

**A. Agreements Impacting Unit A**

**20. *Side Letter of Agreement Concerning Mental Health Supports***

*Incorporate the attached Side Letter of Agreement as an Appendix to the Unit A CBA.*

**21. Pay Unit A Employees to Substitute  
Article 16**

Replace Section 2 of Article 16, as follows:

Effective September 1, 2023, teachers at the high school level may, on a voluntary basis and at the request of the principal their designee, substitute teach during the teacher's non-teaching periods for classes that they are qualified to teach when another teacher in their department is absent. The high school teacher who is substitute teaching will be paid at the rate of \$60 per additional class period under this provision.

Effective September 1, 2023, teachers at the middle school level may, on a voluntary basis and at the request of the principal or their designee, substitute teach during the teacher's non-teaching periods. The middle school teacher who is substitute teaching will be paid at the rate of \$40 per additional class period under this provision.

Teachers who are in their first year of employment in NPS shall not be asked to volunteer to substitute teach under this provision.

Payments in the aggregate under this provision are limited to seventy-five thousand dollars (\$75,000) per contract year. The Superintendent/designee will provide the Union president with notice by email when approximately \$60,000 of the \$75,000 funds allocated for this provision have been depleted.

**22. Recognize "Program Coordinator"  
Article 17**

Unit A, Article 1, Article 17

**3 year contract:**

Effective October 1, 2024, form a Labor management working group, to use for recommending pay differentials for Program Coordinators, charged with bringing a recommendation back to the SC and NTA by end of March, 2025.

**23. Elementary School Day—This language shall be added into the Unit A contract**

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 Labor Management Group on the Elementary School Day. Both the Association and the School Committee may appoint one or more members of Unit B as their respective representatives, but for purposes of tallying the number of members appointed by the Association and the School Committee, a Unit B member may count either as a representative of the Association, or as a representative of the School Committee.

The Joint Labor Management Group on the Elementary School Day will conduct a comprehensive examination of the elementary school day and gather information to make recommendations to the parties. The charge of the Group will be to look for proposed changes that will:

- Improve the learning experience outcomes for students;
- Offer clear and pragmatic scheduling guidance for the elementary day; and ~~and~~ provide increased preparation time and common planning time for elementary teachers including specialists and special educators, and ELL teachers with the goals of preserving 220 minutes of preparation time per five day week for those educators who have it in the 2023-2024 school year and of increasing preparation time to 220 minutes per five day week for those educators who do not yet have the 220 minutes.

Recommendations from the Group shall be made to the parties as quickly as possible, but no later than June 30, 2025, in order that they may be used to reopen Article 44 to include increased preparation time and reopen the Elementary portion of the Time & Learning agreement.

In the event the group does not make a recommendation that provides 220 minutes within a 5 day week for all elementary teachers, the NTA will have the option of reopening bargaining over the amount of preparation time in Article 44.

## **24. Teacher Evaluation Working Group**

### **Article 20—Teacher Evaluation**

“The Evaluation Working Group consisting of NPS and NTA members, shall be re-established for the purpose of collaboratively reviewing and proposing revisions to the Unit A evaluation rubrics, forms, and templates, as well as associated and related documents, as well as the Evaluation Handbook, It memorializes the evaluation process. The Evaluation Working Group will propose revisions to the evaluation process and documents for adoption and implementation for the 24-25 School Year; however, nothing prevents the Evaluation Working Group from recommending agreed upon proposed revisions to elements of the process or revised documents for implementation prior to the 24-25 SY.”

**B. Agreements Impacting Unit C**

**25. Modify Unit C Hours:**

**Article 3 Section 7**

1. Effective September 1, 2024, full time Category 1 and Category 2 Educational Support Professionals shall all be assigned to arrive at school 10 minutes before the arrival of students and leave school 10 minutes after the departure of students.
2. (Housekeeping) Effective September 1, 2024, change Unit C work year to 183.5 days with adjustments to hourly rates such that their annualized salary will be held harmless, without adding additional work days.

**ARTICLE 3**

**Work Day – Work Year**

~~Section 7:—The parties agree that Educational Support Professionals must work time above and beyond the time during which they provide direct services to students. This is delineated as follows:~~

All full-time Educational Support Professionals (ESPs), Category 1 and Category 2, shall be expected to arrive at school 10 minutes before the arrival of students. All full time Category 2, shall leave school 10 minutes after the departure of students.

Effective September 1, 2024, all full-time Educational Support Professionals (ESPs), Category 1 and Category 2, shall be expected to arrive at school 10 minutes before the arrival of students and shall leave school 10 minutes after the departure of students.

All Category 1 full-time ESPs shall be assigned, minimally, to work an additional 150 minutes per month.

All Category 2 full-time ESPs shall be assigned, minimally, to work an additional 300 minutes per month.

Additional time may be used flexibly to (1) plan with teachers, including attending PLC meetings, common planning time meetings, consults with Special Education staff, (2) attend building based and other staff meetings, (3) work with Unit A members on planning lessons and modifying curriculum, (4) record data, including, for ABA Behavior Technicians, discrete trial data, and for both ABA Behavior Technicians and Flexible Behavioral Support Technicians, Medicaid reimbursement data, and (5) participate in professional development.

Effective September 1, 2024, change Unit C work year to 183.5 with adjustments to hourly rates such that their annualized salary will be held harmless.



## 26. Unit C Coverage JLMC: BT and Unit C Hours

### Article 5 - New Section 3: Unit C Coverage Joint Labor Management Committee

#### Unit C Joint Labor Management Committee

The Association and District shall form a Joint Labor Management Committee (JLMC) to make recommendations regarding the following Unit C issues:

- 1) Reviewing and revising BT coverage procedures for providing skilled coverage for absent BTs and other Unit C members so that staff and students remain safe, and students continue making academic progress, during such absences.
- 2) Expanding category 1 hours that advance both parties' goals of supporting opportunities for professional development and planning/preparation time, required training (e.g. safety care), and engaging in the professional learning community of each school
- 3) Reviewing and further developing career pathways for Unit C members

The JLMC shall follow these procedures:

- a. The JLMC shall commence no later than October 1, 2024.
- b. Four members shall be appointed to the Committee by the District, and four members shall be appointed by the Association. Each shall determine their co-chair.
- c. ~~Each party may invite others to silently participate.~~
- d. Each party may invite guests to speak about issues before the committee.
- e. ~~The JLMC shall meet monthly. The Parties may agree to meet more or less frequently.~~  
Meeting agendas and schedules shall be set by joint agreement of the parties.
- f. ~~One week before each meeting, the two co-chairs will share agenda items.~~
- g. The agreement produced by the JLMC shall be further subject to negotiations by the parties.

## 27. Initial Placement of CTE ESPs

Amend Article 3 Section 3 heading and Section D as follows:

Section 3: In placing an individual on a salary schedule, effective as of September 1, 2015, credit will be given for full-time experience in public schools, or approved private schools, or trade experience providing that such experience took place in the last ten (10) years as follows:

...

D. It is necessary to recognize recent trade experience that is directly related to the work of Educational Support Professionals working in Technical Education. In determining initial step placement on the Unit C scale, in addition to the above provisions, they will be given credit for trade experience directly related to their position as follows: one step on the salary schedule for each year of relevant experience. Approval of experience credit to be the responsibility of the Director of Career and Technical Education.

**28. New Entry Level Steps to Unit C Salary Schedules**

Effective Date	Eliminate ½ Steps in Appendix A* and Appendix B* as follows:	New entry level step:
September 1, 2023	Eliminate Step 1	Step 1.5
September 1, 2024	Eliminate Step 1.5	Step 2
September 1, 2025	Eliminate Step 2	Step 2.5
August 31, 2026 at 11:59 PM	Eliminate Step 2.5	Step 3

C. Agreements Impacting Unit D

**29. Substitute Pay: Article 15 Wages**

**Five day per week Substitutes**

The below salary schedule shall apply to substitute teachers who work five (5) or four (4) (prorated) days per week. This salary schedule shall replace both the regular and the grandfathered salary schedules for weekly substitute teachers from the 2020-2023 Unit D collective bargaining agreement, and will be subject to COLAs after September 1, 2023. Unit Members will annually move up a step on this schedule.

Step	Grandfathered Five Day – March 1, 2020
1	\$33,650.40
2	\$35,362.67
3	\$38,155.68

**30. Substitute Pay: Article 15 Wages**

**Daily Substitutes**

The below salary schedule shall apply to daily substitute teachers (up to three (3) days per week), subject to COLAs in subsequent years. This salary schedule shall replace the salary schedule for daily substitute teachers from the 2020-2023 Unit D collective bargaining agreement, and will be subject to COLAs starting on September 1, 2023.

Step	Daily Rate
1	\$129.71
2	\$129.71
3	\$144.55
4	\$144.55
5	\$146.62
6	\$146.62

**ARTICLE 15**  
**Wages**

**Section 2:** Employees shall be eligible to advance to ~~Step 2~~ one step on the salary schedule for each after three (3) years of continuous year of service as an ISS employee.

**Section 3:** ~~February~~ September 1<sup>st</sup> is the anniversary date of step increases for all Unit D members.

## D. Agreements Impacting Unit E

### **31. Add Assistant Athletic Director and Athletic Trainer to Unit E Recognition Clause and Place them in the Group D 10-month basis salary schedule**

Article 1, Appendix A

Section 1: For purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiations of collective bargaining agreements, the Committee hereby recognizes Unit E of the Association as the exclusive collective bargaining representative and agent of all regularly appointed full and part-time employees in the following positions: Administrative Technology Specialist, Network Specialist, Research Assistant, Student Information Systems Specialist, Business Information Systems Specialist, Administrative Information Specialist/Trainer, Financial Analyst, Transportation Assistant, Director of Transportation, Purchasing Manager, Theater Technical Assistant, Children's Program Coordinator, Senior Adult Program Coordinator, Adult/ESL Program Coordinator, Newton Community Education Administrative Assistant, Lifetime Learning Program Coordinator, School Information Specialist, Production Center Manager, Support Services Project Assistant, Instructional Technology Support Specialist, Technology Support Assistant, Student Information Specialist Assistant, and Creative Arts Committee Coordinator, Assistant Athletic Director, and Athletic Trainer.

### **32. New Entry Level Steps to Unit E Salary Schedules**

1. Effective September 1, 2023, drop one half step (1/2) from the Unit E Salary Schedules (NTE, NTF and NCE). Anyone currently on step 1 of the salary schedule shall be moved to step 1.5 of their respective Salary Schedule. Step 1.5 shall become the new entry level step for the Unit E Salary Schedules (NTE, NTF and NCE).
2. Effective September 1, 2023, drop one half step (1/2) from the Unit E Salary Schedules (NTE, NTF and NCE). Anyone currently on step 1.5 of the salary schedule shall be moved to step 2 of their respective Salary Schedule. Step 2 shall become the new entry level step for the Unit E Salary Schedules (NTE, NTF and NCE).

### **33. Initial Step Placement of Unit E Employees**

Article 10

Effective September 1, 2023, modify Article 10, Section 4, to introduce the below protocol for the placement of new employees on the salary schedule. *This placement protocol will be adjusted when the initial step on the salary scale is adjusted per this Collective Bargaining Agreement.*"

#### **ARTICLE 10** **Initial Staff Employment**

**Section 3:** Initial placement on the salary schedule shall be based on training and/or experience.

**Section 4:** With respect to initial placement, the Committee shall determine, based on reasonable the below criteria, the amount of credit which may be given for previous outside experience, related experience, and Peace Corps work: Reasonable effort will be made to award such credit equitably for all new employees:

Years of Experience	Step Placement
1-5	1
6-10	1.5
11-15	2
16+	2.5

**34. “Reasonable Time Necessary” for Unit E Workday**  
Article 13

**ARTICLE 13**  
**Work Day – Work Year**

**Section 2:** ~~Unit E members shall work at their assigned duties each day for whatever reasonable time may be necessary.~~

The work week for Unit E employees is generally thirty-seven and one-half (37-½) hours per week excluding their unpaid meal breaks each day. Unit E members may be required at times to work for more than 37-½ hours in a week in connection with time sensitive work.

The employee’s Supervisor outside of the NTA will make a reasonable effort to allow for the use of flexible time within the same or following pay period for an employee who has been required to work more than 37-½ hours per week.

**35. Allow Eligible Unit E Employees to Work from Home**  
Article 13

Section 3: With the prior approval of their supervisor outside the NTA, Unit E employees may work remotely. All work week/work day requirements stated in this article remain in place for employees working remotely.

**36. Add Juneteenth to Unit E Holiday List**  
Article 14

**ARTICLE 14**  
**Holidays**

**Section 1:** The following days shall be days off without loss of pay:

- |                             |               |
|-----------------------------|---------------|
| New Year’s Day              | Labor Day     |
| Martin Luther King, Jr. Day | Columbus Day  |
| Presidents’ Day             | Veterans’ Day |

Patriots' Day  
Memorial Day  
Independence Day  
Juneteenth

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

This agreement was signed on 2-2-2024

For the Newton School Committee:



For the Newton Teachers Association:




**Side Letter of Agreement Concerning Mental Health Supports  
to be incorporated into the appendices of the collective bargaining agreements.**

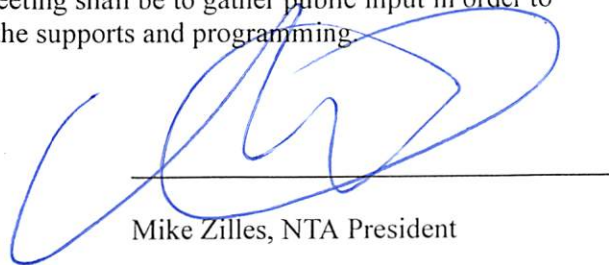
The Newton Public Schools (NPS) and the Newton Teachers Association (NTA) (collectively the “Parties”) share a commitment to address students’ social-emotional well-being. Our students’ social-emotional needs are greater than ever. The Parties agree that supporting students’ social-emotional, mental health, and behavioral (SE/MH/B) needs is critical to fostering their academic success and overall well-being. Therefore, the Parties agree as follows:

1. Developing strong and responsive systems of support requires professionals with specialized training and skills. Social workers, school counselors/guidance counselors, psychologists, and other SEL professionals serve as invaluable support systems for students that enhance the overall well-being of our classrooms and our school community. These professionals possess unique skill sets and training focused on addressing the social and emotional aspects of a student’s life. These professionals provide a variety of direct support for students, addressing a myriad of family issues, social-emotional, mental health and behavioral concerns, and other challenges. Their insights and expertise are also critical for building and sustaining effective tiered systems of support in our schools, particularly at the Tier 2 and Tier 3 levels. The Newton Public Schools 2022 District Curriculum Accommodation Plan (DCAP) identifies the need to provide students with these supports to provide the necessary tiered instruction and intervention.
2. **NECP and Elementary School Social Worker Deployment.** The Superintendent of Schools has secured a commitment from the City of Newton for funds to hire five (5) additional social workers for the 2024-2025 school year. The Superintendent of Schools sent a letter to the school community dated January 28, 2024 that reads: *“5.7 social workers to be added to the elementary level—resulting in 50% of the district having a social worker added to schools for the upcoming school year (24-25) and guaranteed for the length of this 4-year contract.”* The Superintendent agrees that she will continue to prioritize funds to maintain **and/or** increase the social worker staffing levels set forth in her January 28, 2024 letter to the community with the goal of adding additional social workers, school counselors, guidance counselors, and/or psychologists, such that by the end of the 2026-2027 school year there shall be additional FTE in elementary schools and NECP in this category beyond the staffing in the 2023-24 2024-2025 school year.
3. **Middle School Mental Health Professional Deployment.** The Superintendent of Schools and School Committee will, as in NECP and elementary schools above, prioritize an increase to the total allocation of social workers, counselors, and/or psychologists in the middle schools **to at least one full-time general education social worker per school** no later than the start of the 2025-2026 school year **such that by the end of the 2026-2027 school year there shall be additional FTEs in middle schools in this category beyond the staffing in the 2024-2025 school year.** The Superintendent agrees to continue to prioritize funds for mental health professionals to meet the needs of students in middle schools.
4. **Committee on Mental Health Support for Students (“CMHSS”).** The Superintendent shall establish a Committee on social-emotional, mental and behavioral health support for students in grades preK-12 no later than December 1, 2024. The CMHSS will consist of three (3) members appointed by the Superintendent, and three (3) members appointed by the NTA. The parties may jointly agree to increase the number of members in equal proportion. The CMHSS will meet at least four (4) times each school year to review supports for student mental health and make recommendations to the School Committee for ways to improve the supports. The Parties do not waive any bargaining, enforcement, or management rights on account of the recommendations made by the Committee. At the end of the 2026-2027 school year, the CMHSS shall assess

progress to determine whether to disband or continue to meet.

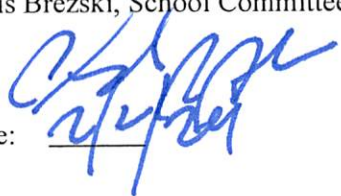
5. **Community Forums.** During the 2025-2026 school year, the NTA and NPS will host at least two community forums for parents to provide an overview of current programming and to solicit input on the mental health supports the district may provide in the future. The first community forum shall take place no later than January 15, and the second community forum shall take place no later than May on dates agreed to by the NPS and NTA. The Parties will jointly plan, run, and publicize the meetings. The purpose of the meeting shall be to gather public input in order to make recommendations for improvements to the supports and programming.

  
\_\_\_\_\_  
Anna Nolin, Superintendent of Schools

  
\_\_\_\_\_  
Mike Zilles, NTA President

Date: 2-2-24

Date: 2-2-2024

\_\_\_\_\_  
Chris Brezski, School Committee Chair  
  
Date: 2/2/24



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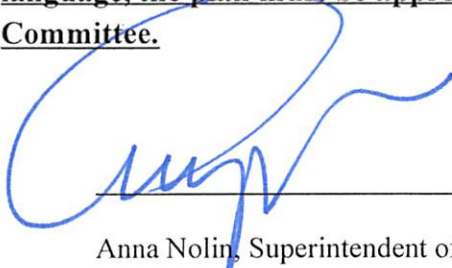
Side Letter on High School Class Sizes


to be incorporated into the appendices of the collective bargaining agreements.

The Newton Public Schools (NPS) and the Newton Teachers Association (NTA) (collectively the "Parties") share a commitment to provide improved high school class sizes. Therefore, the Parties share the following goals:

**High School Class Sizes in FY25.** The Superintendent of Schools has committed to securing the funds to increase the number of instructional FTE allocated to the high school level by at least 10.0 FTE total for the 2024-25 school year, holding constant for adjustments based on enrollment and program needs in special education or ELL programs.

**High School Joint Oversight Committee.** Class sizes of high school courses should be appropriately sized to provide quality learning environments for all students. Class sizes may vary depending on the needs of students enrolled, the subject of the course, and the grade and content covered. It is the role of the high school leadership teams to allocate staffing to create the best possible class sizes given the resources. ~~The HSJOC shall meet for the purpose of developing a proposal for replacing the English cap with a plan to create and maintain equitable class sizes based on the needs of students enrolled, the subject of the course, and the grade and content covered. If the proposal would require new contract language, the plan must be approved by the School Committee and the NTA Executive Committee.~~ **To create and maintain class sizes that support excellent instruction for all students and the unique challenges of each subject area, the HSJOC shall meet to develop a proposal to replace the English cap with a revised class size cap program. If the proposed cap program requires new contract language, the plan must be approved by the School Committee and the NTA Executive Committee.**


  
\_\_\_\_\_  
Anna Nolin, Superintendent of Schools

  
\_\_\_\_\_  
Mike Zilles, NTA President

Date: 2-2-24

Date: 2-2-2024

\_\_\_\_\_  
Chris Brezski, School Committee Chair

  
Date: 2/2/24

