

representatives, from any and all suits, debts, causes of action and claims of any nature, from the beginning of time to the date of this Agreement, with respect to the change to the elementary school instructional time.

5. This Agreement shall not be precedent-setting; nor shall it be used for the purposes of litigation or grievance, except to enforce the terms, conditions, and understandings contained herein.

This Agreement is executed on this 27 day of April 2015.

NEWTON TEACHERS ASSOCIATION
UNIT A

By: 

Michael Zilles, President

SCHOOL COMMITTEE
OF THE CITY OF NEWTON

By: _____

Matt Hills, Chairperson

**Memorandum of Agreement
Between the School Committee of the City of Newton and
The Newton Teachers Association Unit A
Regarding Elementary School Instructional Time**

THIS AGREEMENT is entered into by and between the School Committee of the City of Newton (the "School Committee") and the Newton Teachers Association Unit A (the "NTA") concerning instructional time for elementary schools. This Agreement follows a complaint filed with the Department of Elementary and Secondary Education ("DESE") regarding instructional time for elementary schools, the Coordinated Program Review Report with Findings from DESE, and a grievance by the NTA regarding the same. The parties agree to fully and finally resolve and settle the grievance filed by the NTA and to comply with the DESE findings, as follows:

1. Beginning in September 2014, ten minutes will be added to the instructional time for elementary schools. The hours for students will be four days (M, W, Th, F) from 8:25 AM to 3:00 PM, and one day (Tuesday) from 8:25 AM to 12:30 PM. The first bell will continue to ring at 8:20 AM. The second bell will ring at 8:25 AM. This language forever replaces the language set forth in Paragraph 10 of Appendix G to the Collective Bargaining Agreement for Elementary Schools Time and Learning.
2. From the date of execution of this Memorandum of Agreement through August 2018, the additional ten minutes of daily instructional time for elementary schools that is added by changing the start time for instruction from 8:35 AM to 8:25 AM shall be limited in use to instruction that focuses on social and emotional learning.
3. For the additional ten minutes of instructional time for elementary schools, the School Committee will compensate NTA members with a one-time payment of \$124,000, as set forth in the attached Schedule A. This payment will be distributed proportionately to NTA members based on their FTE (Full-Time Equivalency).
4. The parties agree that the obligations set forth in this Agreement fully and finally resolve and settle the grievance concerning instructional time for elementary schools, which was filed by the NTA on or about July 18, 2014. The NTA agrees to withdraw with prejudice its grievance upon execution of this Agreement. Moreover, in exchange for the benefits received under this Agreement, the NTA and members, agents, attorneys, executors, and administrators hereby release the City of Newton, the School Committee and its members, the Newton School Department and their employees, administrators, officials, officers, agents and