

3/16/20

## UNIT C

### MEMORANDUM OF AGREEMENT

The Newton School Committee (the Committee) and the Newton Teachers Association, Unit C (the Association) hereby agree to 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: 3-year contract: September 1, 2020-August 31, 2023

### SALARIES AND COMPENSATION

### COST OF LIVING ADJUSTMENTS

#### 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 February 1, 2021, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective February 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 February 1, 2022, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective February 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 February 1, 2023, a 1% Cost of Living Adjustment will be applied to the salary schedules

**NEW ENTRY LEVEL STEPS FOR UNIT C SALARY SCHEDULES**

**FISCAL YEAR 2021**

- Effective September 1, 2020, step 2 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.

**FISCAL YEAR 2022**

- Effective September 1, 2021, step 2.5 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.

**FISCAL YEAR 2023**

- Effective September 1, 2022, step 3 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.

**ARTICLE 18**

**Salaries**

**Section 1:** The salary schedules hereinafter set forth shall become effective September 1, 2020 and will remain in effect as indicated in this Article.

Effective September 1, 2020, step 2 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

Effective September 1, 2021, step 2.5 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

Effective September 1, 2022, step 3 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

## **COACHES' SALARIES**

### **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 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.

# PROFESSIONAL DEVELOPMENT, CREDENTIALING REQUIREMENTS, AND PAY DIFFERENTIAL

## FISCAL YEAR 2021

- Effective September 1, 2020, all Unit C members who hold a special education teaching license granted by the state of Massachusetts Department of Elementary and Secondary Education (or hold a comparable teaching license from another state and have applied for Massachusetts licensure), or are certified as Registered Behavior Technicians® (RBT®), Board Certified Assistant Behavior Analysts® (BCaBA®) or Board Certified Behavior Analysts® (BCBA®) shall qualify for a salary differential of \$600.

## ARTICLE 18

### Salaries

#### Section 6:    **Licensure and Certification Differential**

Plans for qualifications:

**Licensure and Certification Differential:** Category 1 and 2 Unit C members who hold either a special education teaching license granted by the state of Massachusetts Department of Elementary and Secondary Education (or hold a comparable teaching license from another state and have applied for Massachusetts licensure), or are certified as Registered Behavior Technicians® (RBT®), Board Certified Assistant Behavior Analysts® (BCaBA®) or Board Certified Behavior Analysts® (BCBA®) shall qualify for a salary differential of \$600.

This \$600 differential shall be awarded to all qualifying Unit C Category 1 and Category 2 members who work at least 30 hours per week, and shall be pro-rated from the 30 hour per week base for employees who work less than 30 hours per week.

- Effective September 1, 2020, all ABA Behavior Technicians must begin the process of acquiring RBT certification.
- Effective September 1, 2020, all ABA Behavior Technicians and Flexible Behavioral Support Technicians must participate in the DESE mandated in-depth crisis management and de-escalation training within 30 days of their hire date.

## ARTICLE 13

### Professional Development

#### Section 7: ABA Behavior Technicians certification

- A. All ABA Behavior Technicians shall be required to have the RBT certification in process by the start of the 2020-2021 school year. NPS will provide the forty (40) hour training, free of charge and unpaid, to occur during non-work hours. NPS will pay or reimburse the RBT exam fee for all ABA Behavior Technicians, including employees that were employed prior to June 30, 2019. The RBT certification will be a requirement of employment for all ABA Behavior Technicians as of February 1, 2021.

If an employee is hired to fill an ABA Behavior Technician position and does not have RBT certification at the time of hire, he or she must obtain that certification by February 1 of the school year succeeding the school year of his or her initial employment. NPS will provide the forty (40) hour training, free of charge and unpaid, to occur during non-work hours. NPS will pay or reimburse the RBT exam fee.

- B. All ABA Behavior Technicians and Flexible Behavioral Support Assistants are required to participate in the DESE mandated in-depth crisis management and de-escalation training. For new employees hired before September 1<sup>st</sup>, this training is required before the school year starts. For employees hired after the school year, this training must be completed within the first 30 days of employment. Employees will be compensated at their regular hourly rate for time spent in training.

## WORK DAY/WORK YEAR

### FISCAL YEAR 2021

- Effective September 1, 2020, Article 3, Section 4 will be revised to include written confirmation of Educational Support Professionals' schedules.

### ARTICLE 3

#### Work Day — Work Year

**Section 4** The Principal (or his/her designee) will meet with each Unit C member assigned to the Principal's school at the beginning of the school year to schedule that Unit C member's assigned hours.

*After the meeting, the Principal (and or his/her designee) will send written confirmation to Unit C members of their scheduled working hours. The NPS and the NTA will mutually agree upon a form for this communication.*

- Effective September 1, 2020, Article 3, Section 5 will be revised to change the work day/work year for Educational Support Professionals.

**Section 5:** 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.

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.

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

- 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 7**

#### **Sick Leave**

**Section 2:** 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 9**

#### **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;

## **GOOD CAUSE AND PROBATIONARY PERIOD**

### **FISCAL YEAR 2021**

- Effective September 1, 2020, the period of time after which a Unit C member may only be dismissed at the end of a contract year without good cause is reduced from five (5) to four (4) years.
- Effective September 1, 2020, newly hired Unit C members must serve a 90-calendar day probationary period during which they may be released without cause.

Article 16, Good Cause, shall henceforth read:

### **ARTICLE 16**

#### **Good Cause**

**Section 1:** No employee covered by this agreement will be disciplined without good cause.

**Section 2:** Unit C members cannot be dismissed without good cause during the academic year, but any member can be dismissed without good cause at the end of the academic year.

**Section 3:** Unit C members cannot be dismissed at the end of the academic year without good cause if they have four (4) years of seniority in the Newton Public Schools.

Any time spent on unpaid leave of absence will not be counted towards these four (4) years of seniority.

**Section 4:** Employees must satisfactorily serve a ninety (90) day probationary period before receiving an appointment to a regular assignment. Employees who have served an initial probationary period shall not be subjected to a subsequent probationary period.

A probationary employee may be discharged at any time during the probationary period, without cause. The discharge shall not be subject to the grievance procedure. Upon request, a probationary employee shall be entitled to a written statement of the reason for discharge.

At the end of the 90-day period, probationary employees will be entitled to the leave provisions under Articles 8 (Parental Leave) and Article 9 (Leaves of Absence with Pay).



IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this 9th day of April 2020.

NEWTON SCHOOL COMMITTEE

NEWTON TEACHERS ASSOCIATION

*Ruth Goldman* *LAM*  
Ruth Goldman, Chairperson  
Bridget Ray-Canada

*Michael Zilles* *LAM*  
Michael Zilles, President  
Newton Teachers Association

Newton Public Schools Committee