

Memorandum of Agreement
Between the Dedham School Committee
and the Dedham Education Association (DEA)

October 27, 2019

The Negotiating Subcommittee of the Dedham School Committee (“the School Committee”), acting subject to the ratification of this Memorandum of Agreement (“the Agreement”) by the full School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Dedham Education Association (“the Association”), acting subject to the ratification of this Agreement by the full membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from September 1, 2019 to August 31, 2022.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from September 1, 2018 to August 31, 2019 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement, unless otherwise provided for in this document.
2. Unless otherwise specified herein, all modifications of non-economic items will take effect as of the ratification of the successor Collective Bargaining Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.
3. **ARTICLE 2 – UNIT**

The parties hereby clarify the inclusion of the positions of Board-Certified Behavioral Analyst (BCBA), Occupational Therapist, and Physical Therapist in the bargaining unit. Upon request, the School Committee will provide the Association with information regarding subcontractors who

provide direct or consultative professional services as defined by the recognition clause of the Unit A Agreement.

4. ARTICLE 6 – TEACHING HOURS AND TEACHING LOAD

a. Modify Section 6.1 by incorporating the terms of the parties' November of 2017 Memorandum of Agreement on school start times.

b. Add the following language as a new paragraph in Section 6.3:

It is understood that the hours of work, starting times and ending times of service providers such as BCBA's, Occupational Therapists and Physical Therapists may vary from those set forth in this Article, depending on the needs of the District and the student(s) with whom the employee is assigned to work. The weekly hours of work for such employees will be consistent, on average, with the weekly hours of work established by this Article for teachers at the same school or grade level.

c. Modify Section 6.5(a) as follows:

The work year for nurses will begin three (3) days before the work year for teachers and will be paid on a per diem basis. In addition, the nurse at the middle school and the nurse at the high school who are assigned to process athletic forms, and the nurse at the ECEC, will begin work four (4) days before the work year for teachers, for which each will be paid on a per diem basis. During these three (3) or (4) days prior to the start of the work year for teachers, the Director of Health Services may assign nurses to work in schools other than the school to which they are regularly assigned, as the needs of the system require.

d. Add the following sentence at the end of Section 6.5(a):

During the 2020-2021 school year only, the work year for teachers will begin on August 31, and Friday, September 4 will not be a workday.

e. Modify Section 6.5(b) as follows:

The work year of all guidance counselors will begin no earlier than one (1) week immediately before the beginning of the aforementioned teachers' work year and will end ~~not later than one (1) week immediately three (3) workdays~~ after the ending of the said teachers' work year. During the ~~said weeks~~ week before the start of the teachers' work year, the workday of the guidance counselors will be 9:00 A.M. to 1:00 P.M., with no lunch period. During the three (3) days after the end of the teachers' work year, the workday of the guidance counselors will be the same as their regular full-time hours of work.

f. Modify Section 6.5(c) as follows:

During the 2015-16 work year there will be an optional 183rd workday for Teachers, to take place on August 31, 2015, and additional work day for those specified in 6.5(a) and (b) for teachers, this will be a one-time exception to the September 1 limit on start date in section

~~6.5. Staff who do not work the additional day will not be compensated. The District will schedule professional development for staff from 8:00 AM to 1:00 PM on August 31, 2015, and staff will be permitted to use the time from 1:00 PM on for classroom set up and other preparation. Beginning in the 2016-2017 work year the additional day will be a contractually required work day and salaries in Appendix A1 are adjusted to reflect a 183-day work year. The work year for teachers shall be 183 days. The first day of the teacher work year shall be a full professional development day. The second day of the teacher work year shall be a full workday; professional development for staff shall be scheduled from 8:00 a.m. to 12:00 p.m., and staff will be permitted to use the time from 12:00 p.m. on for classroom setup and other preparation.~~

- g. Modify Section 6.6(c) as follows:

A written record of each conference held shall be filed with the Principal no later than the first early-release day in December with the date, time and name of the parent/guardian(s) on a form agreed upon by the Association and the Committee.

- h. Modify the third sentence of Section 6.9(a) as follows:

All other elementary teachers (e.g., physical education, art, music, library/media, special education, reading, speech/language, pre-kindergarten, etc.) will receive at least ~~190~~200 minutes of duty-free preparation time per five-day week in blocks of no less than thirty minutes, and with at least one of these blocks being scheduled on each day.

5. **ARTICLE 7 – TEACHER ASSIGNMENT**

Add the following language as new Section 7.10:

No other employee of the Dedham Public Schools, with the exception of positions included within Unit A (including the positions outlined in Appendix A(4)) will be assigned to teach a class offered by the Dedham Public Schools.

6. **ARTICLE 9 – PROMOTIONS**

Add the following language following the second sentence in Section 9.4:

Teachers (including part-time teachers) who apply for any such vacancy will receive an interview, provided the teacher holds the required license for the position.

7. **ARTICLE 11 – TEACHER EVALUATION**

- a. Modify the last sentence of Section 11.6 as follows:

No reprimand of any kind will be made at such meeting if a parent or student is present.

- b. Add the following language as new Section 11.10:

In recognition of the fact that certain positions within the bargaining unit, including occupational therapists, physical therapists, and Board-Certified Behavior Analysts (BCBA) are not currently eligible to obtain professional teacher status under M.G.L. c. 71, the parties hereby agree as follows with respect to these positions:

1. During their first three (3) consecutive full school years of service, employees who are not eligible to obtain professional teacher status will be subject to annual renewal or non-renewal of their employment on the same basis as teachers. After any such employee has served for three (3) consecutive full school years, he/she will be regarded as a permanent employee who is no longer subject to annual appointment provided that he/she was properly licensed and, if applicable, certified for that entire prior three (3) year period.
2. Employees referenced in Paragraph 1 shall have their performance evaluated on the same schedule and with the same frequency as all other members of the bargaining unit with the same level of experience in the Dedham Public Schools

8. **ARTICLE 14 – SICK LEAVE**

- a. Modify Section 14.1 as follows:

Teachers will be entitled to 15 days of sick leave per year, and, except for the first-year teachers (who are subject to section 14.8), said leave will be available as of the first official day of the school year. Sick days must be taken in full day increments, except that up to ~~two~~ three (3) sick days per year may be taken in half-day increments.

- b. Modify Section 14.12(d) as follows:

The initial grant of sick leave by the Sick Leave Bank Committee to a teacher shall be made upon written application and shall not normally exceed thirty (30) days. The criterion for the granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the teacher's prior attendance record. Exceptions to the thirty (30) day limit on the initial grant of sick leave days may be made by unanimous vote of the Sick Leave Bank Committee in exceptional circumstances where it is clear from the medical documentation that the educator will need in excess of thirty (30) days.

- c. Modify Section 14.12(f) as follows:

If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating teacher covered by this Agreement to be deducted from each teacher's accumulated sick leave. In order to fund the Sick Leave Bank,

each participating educator covered by this Agreement shall contribute one (1) additional day of sick leave at the start of any school year in which the Sick Leave Bank has a balance of less than 1200 days.

- d. Add the following language as new Section 14.13:

Teachers shall not be entitled to transfer any unused sick leave to any other employee upon separation from employment. However, a teacher who is eligible for the sick leave buy back provision as set forth in Article 14.10, who sells back the maximum number of sick days allowed under that provision, and who has accumulated additional sick days in excess of the number required to be eligible and the maximum number permitted to be sold back, will be permitted to transfer up to twenty (20) of such additional sick days to the Sick Leave Bank.

- e. Add the following language as new Section 14.14:

An employee who takes leave under the Family Medical Leave Act (FMLA), for any purpose authorized by the FMLA, will be entitled to utilize up to ten (10) days per year of his/her accrued sick leave concurrent with said FMLA leave. For purposes of this paragraph, sick bank days may only be utilized for the employee's own illness.

9. **ARTICLE 15 – TEMPORARY LEAVES OF ABSENCE**

Modify Section 15.2 as follows:

Time necessary for Association representative(s) to attend MTA and/or NEA conferences and conventions, Department of Education business or legislative hearings or business, with the advance approval of the Superintendent or his/her designee, with a yearly limit of ~~four~~seven total days.

10. **ARTICLE 17 – SABBATICAL LEAVES**

Delete this Article in its entirety.

11. **ARTICLE 22 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- a. Modify Section 22.3 as follows:

All teachers will be required to maintain licensure with appropriate for their role, issued by the Massachusetts Department of Elementary and Secondary Education.

- b. Add the following language at the end of Section 22.5:

The Committee will record attendance at professional development sessions conducted by the District and will make a record of each educator's own attendance available to him/her.

- c. Modify the first sentence of Section 22.6(a) as follows:

The thirty hours in a degree program or in lieu of a degree program as used on the M+30 and M+60 degree columns of the salary schedule ~~may~~must be a pre-approved sequence of courses.

- d. Add the following sentence following the third sentence in Section 22.6(a):

College level courses, within the subject matter or pedagogy used by the unit member in class, shall not be unreasonably denied for column movement.

- e. Add the following language as new Section 22.8:

For the purpose of recertification, Teach Point, or another program selected by the District to perform the same function, will include PDPs earned, consistent with the regulations of DESE, for the review of unit members in preparation for license renewal.

12. ARTICLE 30 – TUITION REIMBURSEMENT

- a. Modify Section 30.1 as follows:

The School Committee will pay 50% tuition reimbursement for courses satisfactorily completed as part of a planned program of study directly related to the person's field of employment so long as funds are available. Eligibility for such reimbursement will be determined ~~in the first instance~~ by a committee of teachers to be appointed by the Dedham Education Association. The ~~recommendation~~ determination of such Committee will be forwarded to the Superintendent of Schools ~~who will make the final determination with regard to reimbursement.~~ Once eligibility is determined by the DEA, reimbursements will be allocated equitably per credit hour based upon the total number of credit hours earned by all participants. In no instance will initial reimbursements exceed 50% of tuition paid by the association member.

- b. Delete the second sentence in Section 30.4:

~~Additionally, substitutes who are brought in to replace those nurses who are attending approved continuing education courses during school hours shall be paid out of the substitute budget rather than the professional development budget.~~

13. ARTICLE 31 – REDUCTION IN STAFF

Modify Section 31.6 as follows:

Each year the School Committee shall ~~publish~~ electronically distribute to all members a seniority list setting forth the seniority of all employees as of ~~October 1~~ November 1 of such year. ~~Such list will be posted as soon as possible thereafter but not later than November 1.~~ Any teacher who wishes to challenge the determination of his/her seniority must submit such challenge ~~in writing to the School Committee~~ electronically via distributed Google form within ten (10) school days from the date of ~~posting~~ distribution of the seniority list.

14. ARTICLE 34 – GENERAL

- a. Add the following language as a second paragraph in Section 34.9:

Employees will receive a printout of their accrued leave balances at the start of each school year.

- b. Delete Section 34.14 in its entirety (Norfolk County Teachers Day)

- c. Add the following language as a new subsection:

Upon notice by the Dedham Board of Health of the existence of an infectious disease or condition for any employees, students and or visitors to any school in the district, the Committee will provide the relevant information related to the notice to employees of the district in a timely manner.

- d. Add the following language as a new subsection:

When an educator makes a written disciplinary referral to an administrator, reasonable efforts will be made to provide the educator with a response within 3 school days.

- e. Add the following language as a new subsection:

No student grade issued by an educator of record shall be changed by someone other than the educator prior to (1) a meeting at which the educator is present, and (2) notice of at least 24 hours of said meeting. The educator may be represented by the Association at any such meeting. If someone other than the educator of record changes the grade, then a comment indicating such change shall be added to the report card by administration.

- f. Add the following language as a new subsection:

School administration will maintain and enforce student handbook policies regarding personal technology use by students.

A working group will be established to study the issue of the use of personal technology in school by students, and to develop student handbook language. This group will include educator, parent, student, and administrator representatives from each level of the school system (elementary, middle school, high school).

(The above paragraph will not be placed in the collective bargaining agreement)

15. SPECIAL EDUCATION SUBCOMMITTEE

The parties agree to establish a joint subcommittee consisting of 16 members, with 8 to be appointed by the Superintendent and 8 to be appointed by the DEA President, for the purpose of studying the overall workload of special educators and making recommendations to the parties to promote equity. The subcommittee shall establish its own schedule of meetings and shall aim to make recommendations to the Parties within 90 days following its initial meeting. Any recommendation which would modify the terms of the collective bargaining agreement shall be subject to ratification by the DEA and the School.

16. PILOT PROGRAM – BUILDING SUBSTITUTES

The Parties agree to the implementation of a pilot program for Building Substitutes on the following terms:

- a. The pilot program will commence upon ratification of this agreement and will have an initial term of one calendar year.
- b. Building substitutes will be paid at the rate of 60% of Bachelor's Step 1 salary
- c. The Committee and the Superintendent will have full discretion over the decisions of whether to hire, how many to hire, and where to assign building substitutes
- d. Prior to the conclusion of the pilot program, representatives of the parties will meet to discuss whether to continue the pilot program. If no agreement is reached to continue with the pilot program, it will end.
- e. If the Committee chooses to hire one or more building substitutes during the pilot program, and the program is discontinued at its conclusion, the parties agree that the Committee may dismiss or non-renew any building substitutes employed at the time, and said building substitutes will not have any recall rights pursuant to the collective bargaining agreement. The Association further agrees not to challenge the Committee's dismissal or non-renewal of any such employees under those circumstances.

17. SEXUAL HARASSMENT REVIEW

The parties will establish a joint committee made up of an equal number of representatives appointed by the DEA and the Superintendent, which will be charged with reviewing all of the District's policies and procedures on sexual harassment and making recommendations to the School Committee for policy changes. This joint committee will be facilitated by a third-party to be agreed upon by the parties. The parties will seek recommendations for the facilitator from the MCAD. This joint committee will convene by February 1, 2020 and will endeavor to make its recommendations by May 1, 2020.

The District will provide sexual harassment training through the MCAD for the District Leadership Team during June of 2020.

The District will provide sexual harassment training for all Unit A members through the MCAD by December 2020.

The following language will be added to the collective bargaining agreement:

The District's Policy on Sexual Harassment is included as an Appendix to this agreement. The policy itself is not subject to the grievance and arbitration procedure. The District will apply the sexual harassment policy equitably and with fidelity in the investigation of all sexual harassment complaints. The District will ensure that the policy remains compliant with all relevant state and federal statutes.

18. CULTURAL PROFICIENCY REQUIREMENT (New Article)

Add the language below as a New Article:

A District-approved 15-hour cultural proficiency course will be required of all educators. Educators who are employed as of the ratification of this agreement will have 5 school years to complete the course. Educators hired after ratification of this agreement will be required to complete the course within their first 3 full school years of employment.

Educators will receive 15 PDPs for the course. The District will pay for the cost of the course. All educators will be given the option of completing the course either during contractually obligated work time or outside of contractually obligated work time. The District will arrange for and communicate to all educators the schedule of offerings in sufficient time for educators to select a course.

Those educators hired on or before the date of ratification of this agreement, and who choose to take the course outside the workday, will be compensated for a maximum of 15 hours at the

contractual curriculum rate. Educators hired after ratification of this agreement will not be compensated for taking the course.

19. STIPEND STUDY COMMITTEE

The parties agree to establish an ad hoc joint committee consisting of three (3) designees by each party to study the stipends paid under Appendix A(2) and Appendix A(3). This joint committee will review the stipends for purposes of internal and external equity and to consider payment of stipends for activities and sports that are currently not included in these appendices. The joint committee will submit its recommendations in a report to the parties within six (6) months following ratification of this agreement. Negotiations regarding the joint committee's recommendations will commence upon the request of either party.

20. COMPENSATION

a. Appendix A(1) - Salaries

Effective September 1, 2019, all salaries in the salary scale will be increased by 2.0%. An \$800 wage adjustment shall then be added to the top step cell in each column of the salary scale.

Effective September 1, 2020, all salaries in the salary scale will be increased by 2.0%. A \$1,500 wage adjustment shall then be added to the top step cell in each column of the salary scale.

Effective September 1, 2021, all salaries in the salary scale will be increased by 1.5%.

Effective on the 91st day of the 2021-2022 school year, all salaries in the salary scale will be increased by 2.0%.

b. Appendices A(2), A(3), A(4), A(5), A(6), A(7)

The following increases will be applied to the compensation set forth in these Appendices, with the exception of the Curriculum Rate (\$45.00/hr), Extended School Year Rate (\$45.00/hr), and the Coverage Rate (\$30.00/period), which shall remain at their listed rates for the duration of this agreement.

Effective September 1, 2019: 2.0%

Effective September 1, 2020: 2.0%

Effective September 1, 2021: 2.5%

21. APPENDIX A(4) – DEPARTMENT CHAIRS

Replace the existing language in Appendix A(4) with the following (financial amounts to be increased from existing in accordance with Compensation settlement):

APPENDIX A (4)

SUPERVISORS AND OTHER POSITIONS

	FY 20__	FY 20__
	09/01/__	09/01/__
Department Chairs (Maximum of three (3) teaching periods)	__%	__%
Base**	\$__	\$__
For each equivalent teacher *		
Supervised	\$__	\$__

* The Term "equivalent teachers" is defined as each twenty-five (25) blocks of instruction per week (excluding classes taught by a Department Chair) for which the Department Chair is responsible. In cases where the division does not result in a whole number, rounding off is always to the nearest figure.

Each Department Chair will be required to work an additional three (3) days prior to the start of the teacher work year, to include the new teacher orientation days held in the week preceding the opening of school. Department Chairs will also be required to work two (2) additional days after the closing of school each year, and attend two (2) after school meetings of two (2) hours in length each month during the school year. The distribution of supplies, the stamping and numbering of books, and the general organization of the Department Chair's area of responsibility will be completed prior to the first meeting with all teachers. Each Department Chair will be available for any details necessary to the proper closing of school in June to include any time necessary beyond the normal dismissal time for all teachers.

The filling of vacancies may require some interviewing time by a Department Chair beyond the normal school year for which the Department Chair will be on call.

**The base stipend is intended to compensate Department Chairs for district-level obligations outside the boundaries of the regular work day and work year, as described above. These obligations include district-wide administrative meetings, the ordering and distribution of supplies, the recruitment and hiring of departmental faculty and hiring committees, new teacher orientation, and other necessary opening and closing procedures required by the department and administration

22. APPENDIX A(5)

List the coverage rate from Section 7.8 in Appendix A(5) (\$30.00 per period).

23. CURRICULUM AND EXTENDED SCHOOL YEAR RATES


Increase hourly rate to \$45.00/hour. The parties will ensure that there is language in the body of the contract and an appendix, to reference the curriculum rate, as well as the existing \$45.00/hour rate for Extended School Year work.

24. NO REPRISALS

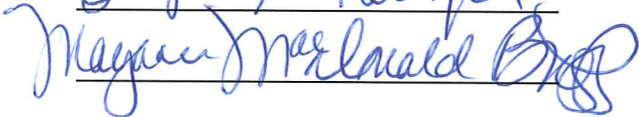
The Parties agree to the terms of the attached document entitled "No Reprisals"

WHEREFORE, intending to be bound, the parties have executed this agreement this 28th day of October, 2019.

For the Dedham School
Committee:



Stephen Biloper



For the Dedham Teachers'
Association:

