

Final

**AGREEMENT BETWEEN
TOWN OF DEDHAM SCHOOL COMMITTEE
AND
DEDHAM EDUCATION ASSOCIATION
UNIT A
TEACHERS**

September 1, 2008 – August 31, 2009

And

September 1, 2009 – August 31, 2012

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ARTICLE I - RECOGNITION

1.1. For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder, the School Committee recognizes the Association as the exclusive bargaining agent and representative of all employees in the Unit hereunder described.

1.2. Compensation for all employees covered by this Agreement shall be in accordance with the schedules included in Appendix A, attached hereto and made a part hereof.

ARTICLE II - UNIT

2.1. The Unit consists of all full-time and regular part-time professional employees of the School Committee, as defined in Massachusetts General Laws, Chapter 150E, Section 1, including permanent floating substitutes, but excluding permanent substitutes who are hired to provide preparation time, the Superintendent of Schools, assistant superintendents, directors, principals, assistant principals, substitute teachers, teacher aides, independent tutors/therapists and all non-professional employees of the School Committee.

2.2. DEFINITIONS. Unless otherwise indicated by the context, the terms "employee" or "teacher" when used herein shall refer to any of the employees including nurses covered by this Agreement. The term "independent tutor/therapist" shall refer to an individual who is hired less than full-time on a temporary and as needed basis to provide tutorial or therapeutic-type services to students which normally are not provided as part of the regular or special education programs.

ARTICLE III - COMMITTEE RIGHTS

3.1. It is herein agreed that except as specifically and directly modified by express language in a specific provision in this Agreement, the Committee retains all rights and powers which it has had, and as it now has or may hereafter be granted by law, and that said Committee may exercise such rights and powers without any such exercise being made the subject of a grievance under this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1. A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to the wages, hours or working conditions of any employee or employees covered by it or (2) an alleged violation of any provision of this Agreement.

4.2. The purpose of this section is to establish procedures for the discussion of grievances. The purpose of this procedure is to produce prompt and equitable solutions to any grievance which from time to time may arise and affect conditions of employment.

4.3. The School Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

4.4. Any question, problem or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of himself/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.

4.5. The formal grievance procedures of the Agreement shall be governed by the following procedures.

LEVEL ONE - A grievance shall be initiated by the employee, who shall be accompanied by a representative of the Association, by the presentation of the grievance in writing to an appropriate supervisor of the employee. Such grievance must be filed in writing at Level One within ten (10) school days next following the occurrence by any employee affected by it. Presentation shall consist of the delivery of the written grievance to the appropriate supervisor, who shall initial the written grievance, together with the grievant and/or Association representative, as well as note the date and time of receipt. In the event that the employee is unable to present the grievance personally to the supervisor, he/she may elect to file a grievance at the Office of the Superintendent of Schools, where the date and time of receipt shall be recorded by a member of the Superintendent's staff. The supervisor shall meet with the grievant and a representative of the Association and shall answer the grievance in writing within ten (10) school days after presentation of the written grievance at Level One.

LEVEL TWO - If the grievance shall not have been satisfactorily resolved at Level One, it may be submitted in writing by the aggrieved party and the Association to the Superintendent or his/her designee. The grievance must be presented at Level Two within ten (10) school days after the receipt by the employee or the Association of the answer at Level One.

On request, the Superintendent or his/her designee shall meet with the employee and representatives of the Association within ten (10) school days following the presentation of the grievance at Level Two in an effort to resolve the grievance. The Superintendent or his/her designee shall within ten (10) school days following the presentation at Level Two, or the Level Two meeting, whichever is later, notify the employee involved and the Association in writing of his/her decision in regard to the grievance.

LEVEL THREE - If the grievance shall not have been satisfactorily resolved at Level Two, it may be submitted in writing by the aggrieved party and the Association to the School Committee. Such submission shall take place within ten (10) school days following the receipt of the answer at Level Two.

Within thirty (30) school days of the submission of the grievance at Level Three, the School Committee shall meet with the aggrieved party and Association representatives in an effort to resolve the grievance. Within twenty (20) school days following the Level Three meeting, the Committee will notify the employee or employees and the Association in writing of its decision in regard to the grievance.

LEVEL FOUR - If the grievance shall not have been satisfactorily resolved at Level Three, the Association may submit the grievance to arbitration under the then applicable rules of the American Arbitration Association.

Such arbitration shall be initiated within ten (10) school days next following the Association's receipt of the School Committee's written response.

The Arbitrator shall be without power to modify, alter, add to or subtract from the provisions of this Agreement.

The decision of the Arbitrator on the merits as aforesaid shall be final and binding on all parties.

The fees of the American Arbitration Association, the fees of the Arbitrator, the expenses of the Arbitrator, and the cost of the hearing shall be shared equally by the parties, but each party shall bear its own expenses for the presentation of its case.

4.6. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of the first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedures set forth herein, the

grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefor.

4.7. Any individual involved in any level of this grievance procedure may be represented by an attorney or other personal representatives of his/her own choosing, but the Association shall have the right to be heard at each level of the procedure under which the grievance shall be considered.

4.8. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any employee involved in presenting such grievance.

4.9. Subject to the provisions of Article XI, the School Department will have the right to place and retain in the personnel file of any teacher material derogatory to such teacher's conduct, service, character or personality provided that if a grievance concerning such material is sustained at any level, such material and any reference thereto shall be removed from such personnel file.

4.10. If a grievance is considered by the Association to affect more than one employee, the filing of such grievance and its processing shall commence at Level Two of the procedure herein.

ARTICLE V - DURATION

5.1. This Agreement shall be in full force and effect from September 1, 2008 to August 31, 2009 and from September 1, 2009 to August 31, 2012 and shall thereafter be automatically renewed from year to year, unless modified, amended or terminated in accordance with the procedure herein set forth. During its term, this Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

5.2. Either party to this Agreement may, by written notice received by the other party prior to October 1 of the year before expiration hereof, give notice of its intention to amend, modify or terminate this Agreement. Thereafter, the parties shall bargain collectively on any amendments or modifications to this Agreement, or on a new Agreement.

5.3. It is the understanding and contemplation of the parties that the October 1 deadline for notice of intention to modify, amend or terminate is absolute and controlling, and that neither party may be required to bargain collectively concerning any term or condition of this Agreement unless such notice has been given as aforesaid.

ARTICLE VI - TEACHING HOURS AND TEACHER LOAD

6.1. The starting and dismissal times for students will be established by the School Committee, provided, however, that no change in the present schedule will increase the length of the teacher day, and further provided, that in the event the length of the teacher day is advisable to be lengthened by the Committee, the additional time shall be negotiated with the Association.

High School	7:40 a.m. - 2:10 p.m.
Middle School	8:20 a.m. - 2:35 p.m.
Elementary School	8:45 a.m. - 12:00 noon 1:00 p.m. - 3:00 p.m.
Kindergarten	8:50 a.m. - 11:20 a.m. 12:30 p.m. - 3:00 p.m.
Pre-school	8:45 a.m. - 11:15 a.m. 12:30 p.m. - 3:00 p.m.

6.2. (a) The work day for all teachers will begin fifteen (15) minutes prior to the aforementioned student times, except at the high school where the work day for teachers will begin ten (10) minutes before the starting time for students. All teachers will remain for a period of thirty (30) minutes, except for high school teachers who will remain for twenty (20) minutes, Monday through Thursday, except on days immediately preceding a holiday observed by the Dedham Public Schools or the start of school-year vacation periods, for the purpose of providing pupils with special help and opportunities for make-up of material missed by absence; or for any other purpose as may relate to the educational process or student activity, or as otherwise instructed by the principal. On all other days, including days immediately preceding a holiday observed by the Dedham Public Schools or the start of the school-year vacation periods, the secondary teachers' termination time shall not be earlier than fifteen (15) minutes after the student dismissal time. It should be noted that some needed activities will occasionally demand more time. The foregoing provisions of this subsection shall not apply to guidance counselors, computer resource teacher and substance abuse teacher.

(b) Teachers may be required to remain at school one-half hour after the end of the teachers' work day as defined in the foregoing paragraph for the purpose of supervising, on a rotating basis, after school detention sessions at the High School and the Middle School. On the work day following the assignment of a teacher to such detention/supervision, or such other work day as mutually agreed to between the teacher and school principal or other administrator, said teacher may leave school at the applicable departure time for the students.

(c) Each teacher may be required to participate in up to twenty after school meetings per year. These meetings will commence ten minutes after student dismissal time and can last up to one hour. Alternative scheduling may be approved by the Superintendent provided the faculty involved agrees. In the event that a principal or other administrator wishes to hold such a meeting, the principal or administrator will provide those teachers with at least seventy-two (72) hours' notice of the date and estimated length of the meeting. At the High School and Middle School, the agenda for such meetings shall be posted by the Principal at least 72 hours prior to any such meeting. If the Principal does not post an agenda as required, the meeting shall be conducted in each department by the department heads who will then determine the content of the meeting. No such meeting will be held on a Friday. Individual teachers may be excused from meetings at the discretion of the building principal or appropriate administrator.

6.3. Personnel other than classroom teachers and guidance counselors will work at their assigned tasks for at least the length of the regular teachers' work day. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact daily schedule will be worked out by the school principal on an individual basis before the end of the preceding school year.

6.4. (a) The work day of all middle school guidance counselors will begin fifteen (15) minutes before the aforementioned student starting times at their respective schools, and will end not later than forty-five (45) minutes after the aforesaid student dismissal times at their respective schools, provided that the added period of fifteen (15) minutes contained in said work day may be scheduled at the discretion of the department head. The work day of all high school guidance counselors will begin ten (10) minutes before the aforementioned student starting time, and will end not later than thirty-five (35) minutes after the aforesaid student dismissal time, provided that the added period of fifteen (15) minutes contained in said work day may be scheduled at the discretion of the department head.

(b) A pilot program involving high school guidance counselors and consisting of the following will be put into effect for the 1997-1998 school year. During this pilot program, on each Tuesday and Thursday during the school year (except for holidays and vacations periods) one guidance counselor, on a rotating basis, will work at Dedham High School from 1:00 P.M. to 8:00 P.M., instead of the regular contractual hours, so that guidance services will be available to students and parents during those hours on those days. The rotating schedule will be posted and

made available to students so that students will know well in advance which counselor will be working on which dates. The implementation and the continuance of this pilot program is subject to a security plan which is acceptable to the Association. It is understood that this one year pilot program will terminate at the end of the 1997-1998 school year unless the Association and the Committee mutually agree to continue the program.

(c) The work day for the computer resource teacher and substance abuse teacher will be the same length as the work day for classroom teachers except that the daily schedule will be determined by the teacher's immediate supervisor.

6.5. (a) The work year of returning teachers will begin no earlier than September 1, except for the orientation of teachers new to the system, and will terminate no later than June 30th; but will in no event, be longer for returning teachers than seven (7) days more than the number of days that pupils are required to be in attendance by state law and no longer than nine (9) days more for new teachers. The School Committee shall notify all employees by May 15 of any change in the last scheduled day of the teachers' work year as designated in the School Calendar, subject to subsequent unforeseen circumstances. 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.

(b) 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 after the ending of the said teachers' work year. During the said weeks, the work day of the guidance counselors will be 9:00 A.M. to 1:00 P.M., with no lunch period.

(c) The Association agrees that the school year may be extended beyond June 30, without additional compensation to the teachers, to make up the balance of the minimum school year established by the Department of Education if school has been closed for an emergency. Notification of such extension shall be made no later than June 1 in that year.

6.6. (a) Kindergarten, preschool, and elementary teachers including departmentalized teachers, shall be required to schedule at least one conference per year, in the fall, with at least one parent of each child in their class. For students not meeting grade level expectations, kindergarten, preschool, and elementary teachers shall schedule a second conference, in the spring. Secondary school teachers shall participate in three (3) parents' nights. Nurses shall attend as required by the Nurse Leader and/or principal.

(b) For those parents not responding to an invitation as indicated, telephone conferences may be used. It is understood that all teachers will be available for conferences requested by parents and that such conferences will be scheduled at mutually convenient times.

(c) A written report of each conference shall be filed by the teacher with the pupil's records on a form agreed upon by the Association and the Committee.

6.7. Secondary teachers will have a duty-free lunch period of not less than twenty-three (23) consecutive minutes. Elementary teachers will have a duty-free lunch period of not less than thirty (30) consecutive minutes. Nurses shall have a forty-five (45) minute lunch period each work day during which each nurse will be responsible for providing nursing services.

6.8. Secondary teachers will, in addition to the lunch period, have a preparation period each day during which they will not be assigned other duties.

6.9. Elementary teachers, excluding first year teachers, shall be released from classes conducted by special subject teachers in art, music, physical education, etc. (but excluding substance abuse) for preparation period time. In the event that the special subject teacher is not present the regular classroom teacher shall conduct his/her own class in that subject.

(a) Each regular teacher at the elementary level (i.e., Kindergarten through grade 5) during each five-day week will be assigned five duty-free preparation periods of no less than forty minutes each. These preparation periods will be scheduled so that at least one occurs on each school day. 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 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.

6.10. Middle school teachers will not be assigned, except on a voluntary basis, to more than five (5) teaching periods per day, plus one (1) supervisory and one (1) preparation period per day, and, in light of the new high school schedule, teachers in grades 8-12 will not be assigned to more than four (4) teaching periods per day, plus not more than one (1) supervisory period, and shall be scheduled for one (1) preparation period per day, provided that teachers of senior classes may be assigned additional professional duties, on a rotating basis, after the seniors' last classes. At the Middle School, common planning time will be scheduled exclusive of teacher preparation time.

6.11. Exceptions to Sections 6.7.-6.10. may be made only if it is necessary to do so in the interest of the educational process. This will be done, except as specified in Section 6.9., by rotating all qualified personnel on a roster basis.

6.12. There will be no pupil supervision during the thirty minute duty-free lunch period for elementary teachers.

6.13. **Emergency Closings.** When, due to an extreme storm or disaster emergency, the Superintendent or his/her designee determines, after the commencement of the student day, that one or more schools shall be closed early, the building principal or other appropriate administrator may request one or more teachers to remain in his/her school to supervise students or perform other assigned duties to insure the safety of students. In such case, teachers who remain will be entitled to time off on some other work day equal to the amount of time the teacher was required to remain after the closing of school and dismissal of other teachers. It is the intention of the parties that this compensatory time be taken in one or more large blocks of time on some other work day(s) as mutually agreed between the teacher and school principal or other administrator.

6.14. The amount of time required of part-time teachers will be pro-rated in the same proportion as the fraction used to determine their salary. For part-time teachers, contract references to the beginning or end of the work day, school day or student day refer to the beginning or end of the part-time teacher's assigned teaching periods. No part-time teacher shall be required to attend any meeting that is not contiguous with his/her assigned teaching periods. The part-time teacher and his/her supervisor may mutually agree to rearrange teacher time commitments to facilitate the educational process.

6.15. Commencing with the 2010-2011 contract year,, kindergarten, preschool, and elementary teachers will be required to attend two parent teacher meetings in the evening as scheduled by the administration, each consisting of two hours. For kindergarten and elementary teachers one of these meetings, to be held in the fall, will be for parent conferences. For preschool teachers, the parent/teacher meetings will be scheduled as follows: one parent/teacher open house in the fall and one parent/teacher conference coinciding with the issuance of the first progress report. As compensation for attendance at such meetings, each kindergarten, preschool, and elementary teacher, with advance notice to the principal, will be excused on eight (8) occasions each year from the obligation spoken to in section 6.2(a), to remain thirty (30) minutes after dismissal of students. The ability to leave at the dismissal time of students which is spoken to in the preceding sentence cannot be exercised on a day when there is a scheduled after-school meeting.

ARTICLE VII - TEACHER ASSIGNMENT

7.1. Teachers, other than newly appointed teachers, will be notified, in writing, of changes in assignment, of the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have for the coming school year, as soon as practicable but not later than July 1, except in an emergency in which case they will be apprised of the reasons.

7.2. In order to insure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their certificates and/or their major or minor fields of study.

7.3. In making changes in grade assignments in the elementary schools and in subject assignment in secondary schools, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the school system and pupils in the judgment of the Superintendent or his/her designee.

7.4. Teachers who desire a change in grade or subject assignment will file a written statement of such desire with the office of the principal and Superintendent not later than April 1. Such statement will include the grade and/or subject to which the teacher desires to be assigned. As soon as practicable, and not later than July 1, the Superintendent will notify each teacher of the action taken in regard to his/her request.

7.5. Teacher assignments will be made without regard to race, age, creed, color, religion, nationality, sex, or marital status.

7.6. Upon initial assignment, full credit will be given for complete years of recent outside teaching experience up to eight years. Beyond eight years, one year of credit will be given for each two years of outside teaching experience. Additional credit of one year may be given for military, industrial, or institutional experience upon initial assignment. Additional credit of two years on the salary schedule shall be given for a vocational teaching certificate, if the teacher holding said certificate is assigned to teach a vocational course approved in accordance with the provisions of M.G.L. c.74 (so-called "Chapter 74 approved course"). (Any teacher who received credit prior to 9/1/83 shall continue to retain such credit and shall not be affected by this provision.) For newly-hired nurses, credit will be given on the same basis as for teachers for experience in child health, community health and other relevant clinical nursing experience.

7.7. At the secondary level, whenever possible, no teacher with less than one year total teaching experience shall be assigned to teach more than two basic groups in his academic area unless said teacher specifically requests more than two such groups. Each teacher will have the right to request a particular teaching load. If such a request cannot be granted, the teacher will be informed of the reasons for refusal by his/her immediate superior.

7.8. All teachers who teach classes or attend CORE evaluations during their preparation periods (or preparation period time) shall be paid \$20.00 for each period.

ARTICLE VIII - TRANSFERS

8.1. Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

8.2. In making transfers, the convenience and wishes of the teacher will be honored to the extent that these do not conflict with the best interest of the school system and the pupils in the judgment of the Superintendent or his/her designee. Wherever possible, taking into account the needs of the Middle School, transfers will be made on a voluntary basis.

8.3. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Dedham School System will be considered in determining which teacher is to be transferred. Teachers being transferred will be transferred only to a comparable position if such transfer is involuntary.

8.4. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representatives to discuss the transfer.

8.5. A list of vacancies and promotions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given to filling such positions on the basis of length of service in the Dedham School System. To the extent that it does not interfere with the educational program, said teachers will be given adequate time off for the purpose of visiting schools at which such openings exist.

8.6. Notice of transfer will be given to teachers as soon as practicable but not later than July 1.

8.7. Exceptions to the provisions of Sections 8.2., 8.3., 8.4., 8.5., and/or 8.6. above may be made only if the Superintendent determines that it is necessary to do so in the best interest of the teachers and/or school(s) affected. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.

8.8. Teachers who desire to transfer to another building will file a written statement of such desire with the office of the Superintendent not later than April 1. Such statement shall include the school to which he/she desires to be transferred. As soon as practicable and under normal circumstances not later than July 1, the Superintendent will notify each teacher who had filed such statement of the action taken in regard to his/her request for transfer. No grievance may be filed if request is not granted.

8.9. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted in regard to said assignment or transfer.

ARTICLE IX – PROMOTIONS

9.1. For purposes of this article, a "promotional position" is defined as any position paying a salary differential and/or any position on the administrative/supervisory level, including, but not limited to, positions as director, principal, assistant principal, coordinator and counselor.

9.2. Whenever any vacancy in a promotional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, teachers wishing written notice of vacancies are to provide the Assistant Superintendent with six (6) stamped, self-addressed envelopes. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. Except on a temporary basis, vacancies will not be filled within two (2) weeks

and ordinarily not within thirty (30) days from the date the notice is posted in the schools or the mailing of notification to the teachers.

9.3. All teachers will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of times each has been in the school system and other relevant factors. When, in the opinion of the Superintendent, all other factors are substantially equal, preference will be given to qualified teachers already employed by the Committee, according to length of service, and each teacher applicant not selected will receive a written notification of the action taken by the Superintendent. The decision of the Superintendent will not be subject to grievance. Whenever practicable, appointments will be made not later than sixty (60) days after the notice is posted in the schools or the mailing of notification to the teachers.

9.4. When vacancies occur in all bargaining unit positions during the school year, they will be publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school. Teachers may then express interest in these positions by contacting the Superintendent or his designee. Teachers wishing notice of vacancies that occur during the months of July and August are to provide the Assistant Superintendent with six (6) stamped, self-addressed envelopes. The decision of the Superintendent in filling these positions will not be subject to the grievance procedure.

9.5 Appointments will be made without regard to race, age, creed, color, religion, nationality, sex or marital status.

ARTICLE X POSITIONS IN SUMMER SCHOOL, EVENING DIVISION AND UNDER FEDERAL PROGRAMS

10.1. All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as soon as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding April 15 and June 1, respectively, and teachers selected will be notified not later than June 1 and September 15, respectively.

10.2. Positions in the Dedham summer school and evening school and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Dedham School System.

10.3. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor fields of study, quality of teacher performance, attendance record, length of service in the Dedham School System, and, in regard to summer school and evening school positions, previous Dedham summer school or evening school teaching experience.

10.4. Nothing in this Article shall prevent the reappointment of any member of the faculty of the previous year.

ARTICLE XI - TEACHER EVALUATION

11.1. All monitoring, observation and evaluation of a teacher's performance will be conducted in accordance with the provisions of the "Teacher Evaluation Handbook" dated December 14, 2005 which is hereby incorporated into this collective bargaining agreement by reference.

11.2. By October 1 of each school year, newly-hired teachers will be given a copy of the evaluation forms which will be used in evaluating them, provided that a copy of said forms will be given to returning teachers if they have been subsequently changed.

11.3. Teachers will have the right, upon request, to review the contents of their personnel file, excluding confidential communications.

11.4. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge same by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign such material shall not prevent its filing. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

11.5. Any serious complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher.

11.6. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher. If a teacher is to be disciplined, or reprimanded by the Superintendent or Assistant Superintendent, however, the teacher may request that a representative of the Association be present. Except in unusual situations, no disciplinary action will be imposed prior to a meeting with the principal, Superintendent or Assistant Superintendent. No reprimand of any kind will be made at such meeting if a parent is present.

11.7. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. This paragraph will not apply to decisions involving reappointment or professional teacher status. It is understood and agreed that the School Committee retains its sole discretion under law to elect or renew, or not to renew, the contract of employment of any teacher who has not achieved professional teacher status covered by this Agreement, and that any exercise of this discretion by the School Committee shall not be subject to the grievance or arbitration provisions of this Agreement.

11.8. For non-performance of duties or unsatisfactory performance of duties, teachers will be held at present salaries provided:

- (a) That the teacher will be given adequate warning and counseling with respect to his/her shortcomings;
- (b) That efforts be made to help him/her improve;
- (c) That action be taken only after such measures have failed.

11.9. Teachers shall not be subject to rank ordering or quotas with respect to the numbers of teachers to be designated for layoff pursuant to Section 31.3(a)(i).

ARTICLE XII - TEACHER FACILITIES

12.1. The School Committee will ensure that each school has the following:

- (a) Space for safe storage of personal belongings, instructional materials and supplies;
- (b) A teacher workroom containing adequate equipment and supplies to aid in the preparation of instruction materials;
- (c) An appropriately furnished room to be reserved for the exclusive use of teachers as a

faculty lounge. To the extent possible, said room will be in addition to the aforementioned teacher workroom;

- (d) Lighted and clean teacher restrooms;
- (e) A telephone booth will be installed in every school building for the private use of teachers. The Committee will pay for the installation and the Association will make up the monthly deficits;
- (f) Each teacher will have his/her own desk and locked two drawer file cabinet.

12.2 The parties agree to establish a Health and Safety Committee (“HSC”) to identify concerns regarding building environmental conditions. The DEA shall appoint no more than 7 representatives to the HSC, no more than two of whom are from any one building, and the Superintendent will appoint designees as he sees fit and may himself serve on the HSC. The HSC will meet regularly, will establish procedures designed to help identify problems, will discuss problems relating to building health and safety, and will make recommendations and provide input concerning same. The Superintendent will identify the school personnel who will be responsible for addressing the HSC’s recommendations. Such personnel will report back to the HSC regarding its recommendations within 30 calendar days of receiving recommendations.

ARTICLE XIII - USE OF SCHOOL FACILITIES

13.1. The Association will have the right to use school buildings without rental fees at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings. The Association will be required to complete the usual forms and to abide by the then existing regulations for the use of school property.

13.2. There will be a bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association materials. Copies of each circulation will be given to the building principal, but his/her advance notice will not be required. The Association agrees that it will not post any material that is derogatory to the administration, the Committee or any member thereof, or the Dedham School System.

13.3. No teacher will be prevented from or required to wear pins or other identification of membership in the Association or any other teacher organization.

ARTICLE XIV - SICK LEAVE

14.1. 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.

14.2. Sick leave shall be deemed to include necessary absence on account of illness or injury of the teacher or his/her exposure to contagious disease. No more than three days at any one time may be used for the illness of one other than the teacher himself/herself except with the approval of the Superintendent. This is not an annual leave which is due any employee.

14.3. (a) The Superintendent of Schools may require evidence in the form of a physician's certificate as to the necessity for sick leave absence.

(b) The School Department may require an examination by a physician of its choosing in cases of habitual absenteeism. The Committee will pay for such examination.

14.4. The School Department shall keep a permanent record of the absence of all teachers in the department, said record to show the cause for absence. All absences during any payroll period shall be noted on the payroll for said payroll period.

14.5. A teacher shall not be entitled to a leave of absence on account of sickness with pay in excess of his/her accumulated sick leave.

14.6. Any teacher transferred or reappointed in the same or different department or school shall be credited with such accumulated and current sick leave as may be due him/her.

14.7. Teachers whose service is terminated through death, resignation, retirement, or dismissal shall not be entitled to transfer any unused sick leave to any other employee.

14.8. A teacher new to the Dedham system shall be eligible for sick leave not to exceed two days per month for the first four months of service. If a teacher who loses salary because of this provision does not exceed the fifteen day allowance for the first year, the amount deducted shall be refunded at the end of the school year.

14.9. For each day of unexcused absence, a teacher shall forfeit one-two hundredth (1/200) of his/her yearly salary.

14.10. Teachers with fifteen (15) years of experience in the Dedham School System, having accumulated at least one hundred (100) days will be paid \$25.00 per day on retirement or death for all days over one hundred to a maximum of one hundred (100) days.

14.11. A part-time teacher is entitled to sick leave on a pro-rata basis. Example: A two-fifths (2/5) teacher who would have received fifteen (15) sick leave days if full-time, is entitled to six (6)(2/5 times 15) full sick leave days. Therefore, if a part-time teacher is absent on a day he/she teaches all day, the teacher will have one (1) full day deducted from the sick leave accumulation, but if a part-time teacher is absent on a day that he/she teaches on one-half a day, the teacher will have only one-half day deducted from the sick leave accumulation.

14.12. (a) A Sick Leave Bank (the "Bank") for use by eligible teachers covered by this Agreement who have exhausted their own sick leave is established. Employees in other units covered by agreements between the Committee and the Association are eligible to participate in the Bank on the same terms and conditions as eligible teachers if so provided in such agreements and approved by the teachers (Unit A).

(b) Each teacher shall contribute at the start of his/her employment one (1) day of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any teacher may request not to participate or to terminate his/her participation provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any school year (or within thirty (30) days immediately following the start of his/her employment, whichever is later). Any teacher terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating teacher will be ineligible for benefits under this Article. A non-participating teacher may request to participate (or re-participate) in the Bank provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any school year and the teacher contributes one (1) day of sick leave to the Bank.

(c) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee and two (2) members shall be designated by the Association. The fifth member shall be selected by the School Committee or Association on an alternating year basis and shall vote only to break ties. For the 2004-2005 contract year, the Association will choose the fifth person. The Sick

Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted.

(d) The initial grant of sick leave by the Sick Leave Bank Committee to a teacher shall be made upon written application and shall not 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.

(e) Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for additional periods not to exceed thirty (30) days each upon demonstration by the applicant of continued need supported by adequate medical evidence. The maximum number of days that may be granted to a teacher for any continuous illness shall not exceed one hundred and twenty (120) days.

(f) 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.

(g) The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

ARTICLE XV - TEMPORARY LEAVES OF ABSENCE

15.1. Teachers will be entitled to the following leaves of absence (temporary) with pay each school year:

15.2. Time necessary for two Association representatives 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 of his/her designees, with a yearly limit of two days.

15.3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the Dedham School System. This section in no way implies that time will be taken for the purpose of Dedham Education Association business, legal or otherwise.

15.4. (a) Up to five days bereavement leave will be granted at any one time in the event of death of a teacher's spouse, child (including foster or stepchild), parent, sibling, member of the immediate household, or individual for whom the teacher has primary responsibility for funeral arrangements. Up to three days will be granted at any one time in the event of the death of a teacher's parent-in-law, sibling-in-law, child-in-law, or grandparent. One day will be granted at any one time in the event of the death of a teacher's uncle, aunt, godparent, niece or nephew.

(b) Additional bereavement leave may, when necessary, be granted by the Superintendent.

15.5. A maximum of thirteen (13) days per school year for persons called into temporary active duty of any unit of the United States Reserves or the National Guard of the U.S. Army, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the base pay they receive from the State or Federal Government if less than their regular pay.

15.6. Permission to observe major religious holidays which obligate individuals to attend services during school hours shall be granted and not be charged to sick leave to a maximum of three (3) days.

15.7. Effective September 1, 2010, each teacher will be entitled each year to two (2) days for personal business. Prior approval by the teacher's supervisor and the Superintendent with at least two days' notice will be required. A reason indicating that such business cannot be accomplished other than during the regular school hours is necessary. Such approval shall not be unreasonably withheld. The Superintendent of Schools may waive the above provisions in case of emergency. For a part-time teacher, a single absence for personal business shall be treated as one (1) day for purposes of this article. Unused personal days may be accumulated to a maximum of three (3) days. The third personal day that a teacher takes during any given school year may not be on a day which immediately precedes or immediately follows a school vacation, a holiday, or a holiday weekend except with prior approval of the Superintendent.

15.8. Each teacher may be entitled to one (1) day each year for the purpose of visiting another school system of his/her choice, with the approval of the Dedham Superintendent of Schools. Within five (5) school days of return from such leave, the teacher shall submit to the Superintendent or his/her designee a written report of the information acquired during such visit.

15.9. Leaves taken pursuant to Article XV will be in addition to any sick leave to which the teacher is entitled. A teacher will not be required to arrange for his/her own substitute.

15.10. A teacher who is called for jury duty will be paid his/her regular salary for all work days on which the teacher serves as a juror or otherwise is required to be present at the court in connection with jury service provided the teacher pays over to the School Committee all salary payments for jury service on such work days.

ARTICLE XVI - EXTENDED LEAVES OF ABSENCE

16.1. A leave of absence up to two (2) years without pay will be granted to any teacher with professional teacher status who joins the Peace Corps or serves as an exchange teacher or an overseas teacher or as a full-time officer of the MTA or the NEA, and is a full-time participant in any such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will retain his/her professional teacher status and be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A leave may not be taken under this section more than once in ten (10) years.

16.2. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon the return from such leave, a teacher who has previously served at least one full school year in the Dedham School System will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years and with the extensions if the individual is involuntarily kept on active duty for a longer period of service.

16.3. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.

16.4. After five (5) years continuous employment in the Dedham schools, a teacher may be granted a leave of absence without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

16.5. Other leaves of absence without pay may be granted by the Committee.

16.6. (a) All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return. It is understood and agreed that no teacher will accumulate any additional benefits hereunder during the period of an extended leave of absence granted under this article. While on

an extended unpaid leave of absence a teacher may continue to participate in the health and life insurance in which he/she is enrolled provided he/she contributes 100% of the group rate premium.

(b) Upon return from leave of absence taken pursuant to Sections 16.2., 16.3., and/or 16.4. above, a teacher will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position if available. Upon return from a leave of absence taken pursuant to Section 16.1. above, a teacher will be assigned to the most nearly equivalent position which is available at the time of his/her return and for which he/she is qualified. In regard to a leave taken under Section 16.1. it is recognized that the Committee may fill the position in question at the time said leave commences.

16.7. All requests for extensions or renewals of leaves will be applied for and granted in writing.

16.8. If a teacher who is on leave of absence does not notify the Superintendent in writing by April 1 of his/her intention to return the following September 1, he/she shall forfeit all right to reinstatement. The Committee upon the recommendation of the Superintendent may waive the aforementioned requirement at its discretion.

16.9. Upon advance notice given not later than March 1, of a school year, teachers with professional teacher status shall be entitled to take leaves of absence of up to two (2) school years for the purpose of career exploration, commencing as of the school year following rendition of said notice, and ending as of the beginning of the subsequent school year or years. Such leave shall be taken without pay, accumulation of seniority or any other benefit or increment credit. Notice of intent to return from said leave shall be given not later than March 1 of the school year prior to the intended date of return. Failure to give such notice shall be deemed a voluntary quit.

16.10. The parties recognize that the Family and Medical Leave act (FMLA), as amended, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights.

ARTICLE XVII - SABBATICAL LEAVES

17.1. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted by the School Committee for study or travel which would increase his/her professional competence, provided that such study or travel may only be effectively achieved on a full-time basis, to a member of the teaching staff by the Committee subject to the following conditions:

(a) To be recommended by the Superintendent of Schools, a candidate must receive a majority of votes from the Sabbatical Committee. This committee will consist of five (5) members, three chosen from and/or by the School Committee and two chosen by and/or from the Association.

(b) No more than one percent of the professional staff will be absent on sabbatical leave at any one time. Compensation will be at the rate of fifty (50) percent of the salary a teacher would have received had he/she remained on active duty. On submission of evidence that an effort has been made to obtain a grant to aid such further study the School Committee, on recommendation of the Sabbatical Committee, will allow additional compensation.

(c) Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than October 15, and action must be taken on all such requests no later than November 15 of the school year preceding the school

year for which the sabbatical leave is requested. All applicants will be notified of the decision of the School Committee no later than November 30.

(d) The teacher has completed at least seven (7) consecutive years of full-time service in the Dedham Public Schools.

(e) Prior to the granting of a sabbatical leave, a teacher shall enter into written agreement with the Committee that upon termination of such leave, he/she will return to service in the Dedham Public Schools for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Committee an amount equal to such portion of salary received by him/her while on leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered, unless such default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.

17.2. Application for sabbatical leave shall include as a minimum:

(a) A resume of the applicant's achievements in the area of advancing education while a member of the Dedham School System.

(b) An outline of the proposed course of study to be undertaken during the leave and its relationship to the applicant's other efforts in this area.

(c) A summary of the benefits which will accrue to the Dedham School System as a result of the leave.

17.3. Upon his/her return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of leave been spent in the Dedham School System, and he/she shall be returned to the same position which he/she held at the time the leave commenced, if it exists, or, if not, to a substantially equivalent position.

17.4. The Committee agrees to include in its Annual Budget sufficient funds to allow implementation of the above sections. The Association understands that if in the Committee's opinion there are no qualified applicants in any given year, the Committee need not award sabbatical leave.

17.5. Decisions of the School Committee concerning approval or disapproval of requests for sabbatical leave shall be final and not subject to the grievance or arbitration provisions of this Agreement.

ARTICLE XVIII - PROTECTION

18.1. Teachers will immediately report all cases of assault suffered by them, inflicted by them, or to which they are a witness in connection with their employment to their principal in writing.

18.2. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

18.3. Whenever it is alleged that a teacher has assaulted or injured a person, or that a person has injured or assaulted a teacher, the principal of the school involved, and the Superintendent shall cooperate with the teacher in the investigation of the incident.

18.4. It is the intention of the parties that any teacher will be indemnified in accordance with the provisions of Chapter 512 of the Acts of 1978, General Laws, for expenses and damages

sustained by him/her in those situations contemplated by that section, provided that such teacher is not guilty of misconduct or criminal acts or disobedience of School Department rules, in the circumstances giving rise to the claims or charges against him/her.

ARTICLE XIX - PERSONAL INJURY BENEFITS

19.1. The School Committee, through the Town of Dedham as insurer, will provide compensation as indicated below to be used in the event an employee is injured while in the performance of his/her duties.

19.2. That all medical expenses resulting from any such injury that go beyond initial health insurance coverage to which the Town contributes and are not covered by monies collected from damage suits shall be a responsibility of the Town of Dedham.

19.3. That full compensation be paid to an employee absent from school as a result of such injury for up to one calendar year from the date of such injury with the following provisions:

(a) That one-third (1/3) of an employee's accumulated sick leave be used prior to compensating said employees;

(b) That any compensation for salaries received from the Town of Dedham which is covered by monies received from damage claims be reimbursed to the Town;

(c) That extended benefits for salary compensation be considered for extreme cases that may entail a long period of absence because of such injury (such as permanent or semi-permanent disability).

19.4. That the School Committee has the right to require an examination by a physician of its own choosing for a determination of the teacher's ability to resume partial or full-time duties.

19.5. That where the determination has been made to permit a return to partial duties a further examination may be required to determine ability to resume normal duties.

19.6. That failure to comply with Sections 19.4. and 19.5. shall result in loss of compensation.

ARTICLE XX - INSURANCE AND ANNUITY

20.1. Fifty (50) percent of the cost of the following types of insurance coverage will be paid for each teacher.

(a) A \$2,000 term life insurance plan of the type presently available to teachers;

(b) Individual or family coverage, whichever applies in the particular case, for health insurance of the type presently available to teachers.

20.2 HMO Contributions

(a) Effective July 1, 2005, the employee's share of the premium contribution for the HMO medical insurance coverage will increase from 10% to 13%.

(b) Effective July 1, 2006, the employee's share of the premium contribution for the HMO medical insurance coverage will increase from 13% to 16%.

(c) Effective July 1, 2007, the employee's share of the premium contribution for the HMO medical insurance coverage will increase from 16% to 20%.

(d) Employees who begin their employment on or after July 1, 2006 will pay 20% of the premium contribution for the HMO medical insurance coverage.

20.3. If mechanically feasible, teachers will be eligible to participate in a tax sheltered Annuity Plan established pursuant to United States Public Law Number 87-370.

20.4. Part-time teachers are eligible for insurance coverage in accordance with Massachusetts law and regulations.

ARTICLE XXI - ACADEMIC FREEDOM

21.1. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to and relationships with the students and/or the school system.

21.2. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE XXII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

22.1. The Committee and the Association agree that if members are to maintain their competence as educators and to continue to contribute effectively to the educational goals of Dedham's School System, members should undertake professional development on a continuing basis.

22.2. Providing the advance approval of the Superintendent of Schools or his/her designee is obtained, the Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend in-service training courses, workshops, seminars, conferences, or other professional improvement sessions, which they have been requested to attend by the School Committee, or for which School Committee approval has been granted, except as noted in Section 22.3.(c), below.

22.3. Each teacher will be required to take at least three (3) credit hours of work designed to improve his/her professional competence at an accredited college, university, or professional training school every three (3) years commencing with September 1, 1986 or with the teacher's date of employment, whichever is later. Said course must be approved in advance by the Superintendent or his/her designee. The failure of a teacher to comply with this requirement will result in the withholding of his/her increment and the filing in his/her personnel folder of an unsatisfactory evaluation report except in the extraordinary circumstances for which the School Committee may grant a waiver from the requirement for one year. The granting of a waiver in one case will not set a precedent in other cases.

(a) In order to receive step increments, each teacher will be required to successfully complete three (3) credit hours of work designed to improve his/her professional competence at an accredited college, university, or professional training school every three (3) years commencing with September 1, 1986 or with the teacher's date of employment, whichever is later. For purposes of this article, a teacher whose employment commences after September 1 but before February 1 will be considered to have been employed as of the prior September 1; a teacher whose employment commences on or after February 1 will be considered to have been employed as of the following September 1. Any course taken for purposes of meeting the

requirements of this article must be approved by the Superintendent or his/her designee in advance.

(b) A leave of absence for more than one (1) year will extend the time for meeting the requirements of this article for a period equal to the length of the leave of absence. For purposes of computing this extension of time, a teacher whose leave of absence commences or expires after September 1 but before February 1 will be considered to have commenced or expired, as applicable, as of the prior September 1; a teacher whose leave of absence commences or expires on or after February 1 will be considered to have commenced or expired, as applicable, as of the following September 1.

(c)(i) Any teacher who does not fulfill the stipulation for professional improvement, as stated in Sections 22.3. and 22.4., will be required to take in-service courses at his/her own expense as directed by the School Committee.

(c)(ii) Any teacher not on maximum who does not fulfill the stipulation for professional improvement as stated in this article will remain at his/her currently paid rate of compensation until such time as the requirements are met.

(c)(iii) Any teacher on maximum who does not fulfill the stipulation for professional improvement as stated in this article will remain at his/her currently paid rate of compensation until such time as the requirements are met.

(d) In cases of extraordinary circumstances, the School Committee, upon the recommendation of the Superintendent, may grant a waiver from the requirements for one year.

(e) Credit will be granted for any extension courses offered by an accredited institution which is accepted by the same college or university in its own degree program.

(f) Teachers will be notified in writing in sufficient time to allow them to fulfill the requirements. Notification prior to the registration time for the second semester or January 15, whichever is earlier, will be deemed sufficient time for completion of requirements for the following September. The DEA will also be notified as to which teachers have failed to meet the requirements.

(g) The reaching of the age limit requirements will not release the teacher from his/her unfulfilled obligations under this article.

(h) New rates of compensation are effective on February 1 and September 1.

22.4. Teachers beyond the age of 60 will not be required to comply with provisions of Section 22.3., above. Teachers beyond the age of 55, given sufficient reasons of health or hardship as presented, may have the School Committee waive the requirements to comply with the provisions of Section 22.3. above. Further, after age 55, course requirements may be met by participation in in-service courses offered by the Town of Dedham and/or surrounding communities.

22.5. Upon the approval of the Superintendent or his/her designee, teachers will be granted credit for successful completion of other endeavors in lieu of course credits to meet the requirements of Section 22.3. of this article.

(a) One semester hour of credit shall be allowed for each fifteen (15) hours devoted to the work of a Curriculum Committee. The chairman of the committee shall furnish the Superintendent with his/her assessment of the time spent by each committee member. The chairman shall receive double the average number of credits received by committee members.

The credit allowed to each member shall be the result of a determination made by the committee chairman and the Superintendent.

(b) Any teacher to whom a practice teacher is assigned full-time shall receive three (3) semester hours of credit provided that not more than three (3) semester hours of credit will be given for supervision of a practice teacher during any two successive three (3) year periods for purposes of meeting the requirements of this article. A practice teacher shall be considered assigned full-time to a teacher if he/she is generally under that teacher's supervision for the entire teaching day, each day of the week for the duration of the practice teaching period. If a practice teacher has been assigned to two teachers, and his/her entire time is divided equally between them, each teacher shall receive one and one-half semester hours of credit. Credit shall not be given for less than a half-time assignment. If any questions concerning the distribution of half of the credits to two teachers involved, the Superintendent shall make the final determination on the distribution of credits.

(c) Upon the approval of the Superintendent, teachers will be granted credit for successful completion of other endeavors of value to the Dedham School System. Credit for any such endeavor will be established by the Superintendent, or his/her designee, and the personnel involved before the project is in fact under way.

(d) In the event of a dispute, the decision of the School Committee on the recommendation of the Superintendent in regard to the number of credits earned shall be final and not be subject to the grievance procedure and/or arbitration.

22.6. Attendance at in-service courses may be required by the School Committee and/or the Superintendent or Assistant Superintendent of Schools. Credit for such courses will be determined by the Superintendent of Schools; (1) where the in-service course will be a credit bearing course it may be given at reasonable time, and (2) where it is a non-credit bearing course it shall be given during the teacher day. Further, the substitutes for course work shall be spelled out clearly, and they shall be spelled out with the number of credits that they are going to carry.

22.7. (a) **The "Thirty Hours" of the M+30 and the M+60 Columns.** The thirty hours in lieu of a degree program as used on the M+30 and M+60 degree columns of the salary schedule may be a pre-approved sequence of courses. The list in duplicate of the courses a teacher intends to take to make up the 30 hours must be presented to the principal for approval. The principal will then submit this list of courses with his/her comments and recommendations to the Office of the Superintendent. Approval or disapproval will be noted on each copy. One copy will be returned to the teacher, the duplicate will be placed in the teacher's file. Courses that are approved will not be repetitive of any course previously taken.

(b) Substitutes for courses on the original program may be necessary due to changes by the college in its offerings. Under these circumstances requests for change in writing will be honored. N.S.F. Institute course or similar programs appropriate to the original goal will be considered proper substitutions.

(c) Credit for the thirty hours will be granted when there is on file in the Office of the Superintendent the following:

(i) The pre-approved thirty-hour program

(ii) A signed approval form for each course

(iii) A certificate of successful completion or grade record for each course and when all courses have been completed within a seven-year period.

(d) **M+60 Column.** The M+60 column allows only 30 hours of non-degree or non-certificate program. Multiple Master's degrees must be in different fields.

ARTICLE XXIII - NO STRIKE CLAUSE

23.1. Recognizing that the most important function of the Dedham Public School System is the education of the children of Dedham entrusted to the care of the System, the Association agrees that it will not, nor will it induce or encourage its members to engage in any strike, work stoppages, slowdown, sanctions, or withholding of services by any employee covered by this Agreement during the term of the Agreement.

ARTICLE XXIV - AGENCY FEE AND DUES DEDUCTION

24.1. In accordance with the provisions of M.G.L. c.150E, §12, the Committee agrees effective September 1, 1993 to require as a condition of employment during the life of this Agreement that every teacher covered by this Agreement, except those teachers who are certified to the Committee by the Association as being members of the Association, pay to the Association on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement or the execution of this Agreement, whichever is later, an agency service fee equal to the cost of collective bargaining and contract administration. Collection of agency service fees, including the collection of delinquent fees, shall be solely the responsibility of the Association and the Committee shall not be obligated to take any action in regard to the continued employment of any teacher delinquent in the payment of the fee. Teachers who fail to pay the fee shall not be subject to dismissal or suspension, but the Association may pursue payment through whatever legal means it deems appropriate.

24.2. The Committee agrees to instruct the Town Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees one set of dues or agency service fee for the Association, as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the money to the Association. Teacher authorization will be in writing on a form provided by the Association.

24.3. The Association will give the Committee thirty (30) days notice in writing of the change of the rate of its dues or agency service fee.

24.4. Deductions will be made in equal installments on the first and second payday of October through February. Any additions or deletions to the list of authorized deductions must be delivered to the Committee at least two (2) weeks in advance of the date of the payroll distribution.

24.5. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association sixty (60) days notice in writing.

24.6. The Association shall indemnify, defend and save the Committee harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action by the Committee for the purpose of complying with this Article.

ARTICLE XXV - TEXTBOOKS

25.1. Recommendations for the adoption of textbooks shall be made by the Curriculum Committee involved in the particular subject area to the School Committee following a majority vote of those teachers who are to use the textbooks in their classrooms.

25.2. It is understood that the final decision to adopt a textbook rests with the School Committee following the Superintendent's recommendation, and its failure to agree with the teacher's choice of a textbook does not make it a matter subject to the grievance procedure and/or arbitration.

ARTICLE XXVI - SPECIALISTS

26.1. The School Committee will take such actions as it deems necessary to insure adequate staffing of the school system's special programs, in particular as those programs relate to the elementary schools. The Association further understands that the determination of the number of specialists needed is the sole prerogative of the Committee.

26.2. Specialists in art, music and physical education at the elementary level shall not be scheduled for classes on the first and last days of school.

ARTICLE XXVII - EDUCATIONAL IMPROVEMENTS

27.1. Teachers within a department or within a school may initiate curriculum development. Implementation will take place upon approval or direction of the administration. All levels are considered to be equally responsible.

27.2. **First Stage.** A protracted and open dialogue within a department, within a grade level, or within a school shall take place to establish a consensus as to the needs of that department, that grade level, that school, or any sub-component thereof.

27.3. **Second Stage.** When the consensus as to the needs has been established, this information shall be reported to the Curriculum Steering Committee ("CSC") for their information, review and possible recommendation. Interested teachers are urged to volunteer to serve on the Curriculum Committee commissioned by the CSC to develop recommendations on the topic for Superintendent and, eventually, School Committee approval.

27.4. **General.** Such committees will earn credit as outlined in Article XXII.

ARTICLE XXVIII - MATERNITY LEAVE

28.1. Any teacher who becomes pregnant shall be entitled to a maternity leave of absence without pay. The teacher shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed.

28.2. A teacher who is pregnant may continue in active employment so long as she is able to perform her duties in a satisfactory manner. If requested by the Superintendent, the teacher shall submit a certificate from her physician attesting to her ability to continue to perform her duties.

28.3. Subject to Massachusetts General Laws, Chapter 149, Section 105D, such teacher shall be entitled to a leave of absence of eight (8) weeks. However, the teacher may elect an extended leave of six (6) months up to eighteen (18) months depending on the date of birth or termination of the pregnancy. While on maternity leave, a teacher is entitled to use accrued sick leave during any period of disability due to pregnancy, childbirth (including physical disability from the birth itself) or related conditions on the same terms as they are applied to other disabilities.

28.4. (a) A teacher shall give at least two (2) weeks' notice of her intended departure and shall return within eight (8) weeks unless the teacher elects an extended leave (six (6) months to

eighteen (18) months) in which case she shall normally return at the opening of school in September or January 1, provided;

(i) If the date of birth or termination of pregnancy shall be on or before March 1 of the contract year (September 1 through August 31), then the returning teacher will be obliged to return the following September and shall notify the Superintendent in writing no later than said March 1 or four (4) calendar weeks following the birth or termination of the pregnancy whichever is later, of her intention so to return. Failure to give such notice shall be deemed a voluntary quit; or

(ii) If the date of birth or termination of pregnancy shall be after March 1 of the contract year, then the returning teacher will be obliged to return the following September unless the teacher shall notify the Superintendent in writing no later than four (4) calendar weeks following the birth or termination of the pregnancy of her intention to return the following January 1 or the succeeding September. A teacher who elects to return the succeeding September shall further notify the Superintendent in writing no later than the March 1 preceding the said latter September of her intentions to return. Failure to give such latter notice shall be deemed a voluntary quit.

(b) The returning teacher will be restored to the position which she held as of the commencement of her maternity leave, if the said position exists, or to a substantially equivalent position. The Superintendent may require that the teacher produce medical certification that she is physically able to resume work before returning.

28.5. While on unpaid maternity leave, a teacher may continue to participate in the health and life insurance in which she is enrolled provided that she contributes 100 percent of the group rate premium.

28.6. The parties recognize that the Family and Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights.

ARTICLE XXIX - TEACHER AIDES

29.1. The Committee agrees to continue the existing program of volunteer aides during the term of this Agreement.

29.2. On the secondary level, the said aides may be used to increase opportunities for the professional staff to engage in such activities as departmental and interdepartmental meetings, curriculum development, parent conferences, peer conferences, peer observations, and providing extra help to students.

29.3. The Committee agrees to exert every reasonable effort, through the use of volunteer aides, to lengthen the duty-free lunch at the elementary level from thirty (30) to forty-five (45) minutes.

ARTICLE XXX - TUITION REIMBURSEMENT

30.1. 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 of such Committee will be forwarded to the Superintendent of Schools who will make the final determination with regard to reimbursement.

30.2. The sum of \$45,000 per year will be allotted to these purposes. The sum will be divided as follows:

Fall Semester	\$15,000
Spring Semester	\$15,000
Summer Semester	\$15,000

30.3 If money is left unexpended at the end of any contract year, and after every participating individual has received 50% reimbursement, that money will be allocated in equal shares to those individuals who received a tuition reimbursement during that contract year. No individual, however, will receive reimbursements that, when totaled, exceed the tuition which they paid.

30.4 The School Committee agrees to pay every nurse up to, but not more than, a total of \$150.00 per year for C.E.U. courses. 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. This benefit is exclusive of the benefits spoken of in sections 30.1 and 30.2.

ARTICLE XXXI - REDUCTION IN STAFF

31.1. During the term of this Agreement, the Committee shall unconditionally retain its sole discretion under law to determine the number of positions and employees in the bargaining unit.

31.2. If the Committee shall determine that the dismissal of one or more teachers is advisable because of a decrease in the number of pupils in the Dedham School System, then the Committee will dismiss teachers without professional teacher status before dismissing teachers with professional teacher status for this reason, provided that there are teachers with professional teacher status who are qualified to fill the positions held by said teachers without professional teacher status.

31.3. If the Committee shall determine that further reductions in staff are necessary or warranted because of a decrease in the number of pupils or for any other reason, the following standards and procedures will be applied:

(a) The Committee shall effectuate said reduction in the following order:

(i) Those teachers within a discipline, if any, whom the Committee can demonstrate to have performed in a less than satisfactory manner for two (2) consecutive school years, including the year in which reduction in force is to take place, shall be laid-off first.

(ii) Should further reduction in force be necessitated, it shall be effectuated in the inverse order of seniority within a discipline with the exception of those instances where a junior teacher holds a position within a discipline which no other teacher within the discipline is qualified to fill; in which case, the next most junior teacher holding a position for which another teacher within the discipline is qualified shall be laid-off first.

(b) An unsatisfactory annual evaluation report, if sustained, shall be deemed to conclusively establish the first year of unsatisfactory performance as set forth in Section 31.3.(a)(i), above. At the time of receiving an unsatisfactory annual evaluation report said report shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement under the standards set forth in the first sentence of Section 11.9. Observation

reports at the time of their receipt, shall not be subject to the grievance and arbitration provisions of this Agreement, provided that if a grievance shall be filed over an unsatisfactory annual evaluation, pursuant to the foregoing sentence, said grievance may also include disputes which the teacher may have with respect to observation reports made within the same evaluation year. Grievances over unsatisfactory annual evaluation reports shall not be processed beyond Level Three of the grievance procedure prior to May 1 of any school year. It is agreed and understood that satisfactory annual evaluation reports shall not be subject to the grievance and arbitration provisions of this Agreement.

(c) Teachers whom the Committee has designated to be subject to layoff pursuant to the provisions of Section 31.3(a)(i) above shall be given notice of said designation on or before May 1 of the school year in which they are to be laid-off. Such determination shall be subject to the grievance and arbitration provision of this Agreement under the standard set forth in the first sentence of Section 11.9. For the purposes of establishing the second year of unsatisfactory performance, review shall not be limited to matters contained in the annual evaluation and/or observation reports.

31.4. For the purpose of this article, the "disciplines" shall be as follows:

- (a) Elementary: K-5
Elementary "Grandfathered": K-6 (See Section 31.4(d))
- (b) Secondary: 6-12

(In the event that only teaching positions within a discipline are eliminated, the Director/Coordinator shall be excluded from consideration for layoff regardless of seniority.)

- (i) English
- (ii) Science
- (iii) Mathematics
- (iv) Social Studies
- (v) Foreign Language
- (vi) Home Economics
- (vii) Industrial Arts
- (viii) Business Education

(c) K-12

- (i) Music
- (ii) Guidance
- (iii) Reading
- (iv) LDS, or Special Education
- (v) Library Science
- (vi) Health and Physical Education
- (vii) Art
- (viii) Computer Education
- (ix) School Nurse

(d) All teachers with professional teacher status (full-time or part-time) employed in grades K-6 ("K-6 teachers") during the 1988-89 school year will not be laid off or reduced (including salary reduction) before a teacher without professional teacher status (full-time or part-time) is hired or rehired in grades K-5 or to teach any of the following subjects (full-time or part-time) in grade 6: English, mathematics, social studies and science. Such K-6 teachers will constitute a separate elementary discipline ("K-6 discipline"). All teachers without professional teacher status employed in grades K-6 during the 1988-89 school year and teachers hired effective September 1, 1989 or later (full-time or part-time) for grades K-5 will be placed in the

K-5 discipline. Teachers in the K-5 discipline will be laid off before teachers in the K-6 discipline. Teachers hired effective September 1, 1989 or later (full-time or part-time) for grade 6 will be placed in the appropriate secondary discipline for which they are hired and will be laid off or reduced from their grade 6 assignment before teachers in the K-6 discipline. The preferential rights of teachers in the K-6 discipline are subject to the provisions of Section 31.3., which shall have precedence.

31.5. Seniority - (a) Seniority shall be defined as a person's total length of continuous service measured in years and days from the date of last hire in a bargaining unit position. Continuous service during an entire school year shall be treated as one year regardless of the number of actual teacher days in that school year. Service during a portion of the school year shall be measured in teacher days provided that the accumulation of one hundred eighty (180) teacher days shall be counted as one year for purposes of this article. Said continuous service shall include time spent on paid leaves of absence, but shall not include time spent on unpaid leaves of absence. However, unpaid leaves of absence shall not be deemed to break seniority from date of last hire. A teacher employed on a regular part-time basis shall receive seniority credit during any period of part-time employment pro rated according to the teacher's regular schedule. For example, a teacher regularly employed for one (1) continuous year on a one-half (½) time basis shall receive one-half (½) year's seniority.

(b) Termination shall be deemed to break seniority, provided that a teacher who has returned to the Dedham Public Schools after termination of prior employment therein shall be, after the completion of two years of continuous service following the date of return, credited with all of his/her previously accumulated seniority. For the purpose of layoff in the event that employees have equal seniority, as hereinbefore defined, the teacher who has attained the highest level of education recognized on the salary schedule shall be considered senior. When determining seniority in accord with the highest level of education recognized on the salary schedule, the date used will be the February 1 following timely posting of the seniority list. Further ties, if any, shall be resolved by lot before March 1 of each year and the seniority list amended accordingly as of such date and posted by April 1. The drawing of lots will establish the seniority of previously tied parties thereafter unless one party's seniority changes because of a change in educational attainment as described above. If after such change in educational attainment, teachers again become tied, such further ties shall be resolved by lot in the same manner.

31.6. Seniority List - Each year the School Committee shall publish a seniority list setting forth the seniority of all employees as of October 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 within ten (10) school days from the date of posting of the seniority list. Disputes concerning said list shall be submitted to a Committee composed of one Representative of the Association and one Representative of the School Committee for resolution. In the event that the Committee is unable to reach agreement on a dispute or disputes, such matters shall be submitted to expedited arbitration as a single proceeding. The results shall be final and binding on the School Committee, the Association, and all employees.

31.7. Recall

(a) Recall rights exist for two years following the August 31 of the year in which the teacher was laid-off.

(b) Teachers with recall rights will be recalled to vacancies in the respective disciplines from which they were laid-off in the reverse order of their layoff.

(c) Teachers who have been laid-off and who have recall rights shall be entitled only to the following benefits under this Agreement.

(i) Membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided however, that the teacher pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the Town for such teacher's insurance.

(d) Teachers with recall rights shall be deemed to be on leave of absence from the Dedham Public Schools for the duration of the recall period unless the teacher requests dismissal in writing in which case the teacher shall not be entitled to a hearing before the Committee under Chapter 71, Section 42 of the General Laws of the Commonwealth of Massachusetts.

(e) When a vacancy occurs to which a teacher is entitled to be recalled as set forth above, the appropriate teachers on the recall list will be notified by certified mail, return receipt, at their last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within thirty (30) calendar days shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list. It shall be the responsibility of the personnel on recall lists to inform the Office of the Superintendent of Schools, in writing, of changes of address.

(f) Teachers with recall rights shall have priority in filling vacancies as hereinbefore set forth. No new personnel shall be hired to fill such vacancies until all appropriate teachers on the recall list have been offered the vacancy pursuant to the provisions of this paragraph.

(g) Upon recall, teachers shall be credited with whatever benefits they had accumulated at the time of layoff.

(h) A teacher who has been laid-off and accepts or declines recall to a part-time position or permanent floating substitute position does not prejudice his/her right to be recalled to a full-time position. When administratively feasible, part-time positions in a discipline may be combined to create a full-time position or part-time position involving a greater number of hours. Except where specified to the contrary, a part-time teacher is entitled to all of the rights and benefits of this Agreement, including salary pro-rated from the full-time schedule.

31.8. **Fall Back** - If a professional employee not covered by this Agreement shall be laid-off from his/her position, he/she shall have the right to return to the last teaching position covered by this Agreement which he/she held prior to the bargaining unit and shall be credited for seniority purposes with his/her total length of continuous service in the Dedham Public Schools as defined in Section 31.6. above.

31.9. Nothing in this article shall limit or qualify the right of the School Committee to discipline or discharge a teacher for reasons other than RIF.

31.10. Except for the treatment of a layoff as a leave of absence, no other leave shall make a teacher immune from RIF or favorably or unfavorably influence any aspect of RIF or recall.

ARTICLE XXXII - LONGEVITY

32.1. The following annual longevity amounts will be paid as part of regular paychecks. Individuals who are on unpaid status for the entire school year will receive no longevity. Individuals who leave the employ of the school department part way through a school year, who go on unpaid status for part of the school year, or who are on part-time status will receive a prorated portion of the longevity to which they would otherwise be entitled. "Years of service" refers to full years of full-time or part-time teaching in the Dedham Public Schools.

<u>Years of Service</u>	<u>Longevity Payment</u>
Years 14 to 20	\$1,300.00
Years 21 to 25	\$1,400.00
Years 26 to 30	\$1,500.00
Years 31 to 35	\$1,600.00
Years beyond 35	\$1,700.00

Longevity commences at the completion of 14 years of teaching.

32.2. The supplementary longevity payments described in section 32.3 (a), (b), and (c) will be available only to those teachers who received a supplementary longevity payment during the contract year 2008-2009. Those teachers who received a supplemental longevity payment in 2008-2009, unless they resign or retire earlier, will be able to complete the three year period of receiving these payments. No additional teachers will be eligible for the supplementary longevity payments. This section 32.2 and the following 32.3 will be removed from the successor to the 2008-2012 contract.

32.3. In addition to the foregoing longevity payments, there shall also be a supplementary longevity payment that will be available only to those teachers who have served in the Dedham School System for at least fifteen (15) years. Any such teacher shall be eligible to receive a supplementary longevity payment in the amount of one thousand (\$1,000) per year for any single period of three (3) consecutive years during his/her teaching career subject to the following conditions:

(a) The teacher must give written notice of his/her intent to access this supplementary longevity payment to the Superintendent or his/her designee prior to the December 1 preceding the contract year in which the teacher desires to begin receiving this benefit.

(b) Once given, the written notice will be irrevocable.

(c) Once the three (3) year period for this supplementary longevity payment has been completed, the supplementary longevity payment will terminate and the teacher will revert to the salary level that he/she would otherwise be at under the terms of the collective bargaining agreement that is then in effect.

ARTICLE XXXIII – JOB SHARING

33.1 Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers. Each teacher shall participate equally in the performance of the duties and responsibilities of the position.

33.2 The participation of teachers in job sharing shall be on a voluntary basis. No job sharing position shall be established without the annual approval of the Principal and the Superintendent.

33.3 In order for a shared position to be approved, the two individuals must complete an application for such on a form developed by the Superintendent. Applications for job sharing shall be filed by the teachers with the Superintendent and the Association prior to March 1 of the school year preceding the proposed effective date of job sharing. Teachers shall be informed of the disposition of their job sharing application by May 1.

33.4 The following working conditions shall apply to teachers participating in job sharing:

- (a) The regular workday for each teacher shall be one-half of the regular workday for full-time teachers unless otherwise agreed upon by the Principal, Superintendent, and School Committee.
- (b) Both teachers will be present on duty for the entire workday for the first week of school in September of each year.
- (c) Half-days and in-service times shall be shared by the two teachers taking turns at coverage and reporting to each other concerning the content of in-service offerings.
- (d) Both teachers will be present simultaneously for parent conferences.
- (e) Both teachers will arrange meeting times to evaluate students and mark report cards.
- (f) If one of the participants is absent due to illness or other reason, the teacher who is available for work will cover for the absent teacher whenever possible, thereby eliminating the need for a substitute.
- (g) The preparation time provided for teachers in the Agreement shall be shared by each teacher.
- (h) Each teacher will be paid the prorated amount of his or her appropriate full-time annual salary established pursuant to the terms of this Agreement, except when the teacher works a full day pursuant to the provisions of this Article. On such days, the teacher will be paid his/her full daily rate of compensation.

33.5 Job sharing assignments shall be for a period of one year and shall terminate at the end of each school year. Requests to maintain a job-share arrangement must be renewed in writing by March 1 of each year. There is no guarantee that a renewal of a job sharing arrangement will be granted for the following year. Teachers shall be informed of the disposition of their request for renewal by May 1.

33.6 No teacher shall be involuntarily transferred in order to create job sharing positions.

33.7 When a job sharing position is terminated, the teacher(s) will be assigned to the same position she/he left prior to job sharing, if available, or, if not available, to a substantially equivalent position.

33.8 **Benefits**

All benefits provided in the collective bargaining agreement between the Association and the Committee will be evenly shared unless otherwise specified in this provision.

- (a) Temporary leaves of absence shall be one-half days.
- (b) Sick leave entitlement shall be the full number of days, except at one-half pay.
- (c) Seniority shall be pro-rated
- (d) Years of service for purposes of longevity and salary step advancement shall not be pro-rated.

ARTICLE XXXIV - GENERAL

34.1. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities or lack of such

membership or participation so long as this does not imply that the Association relinquishes its right to govern its own procedures in voting, discussion and operation.

34.2. Teachers will be informed of a telephone number which they may call before 7:00 a.m. to report their unavailability for work. Once a teacher has reported his/her unavailability for work it will not be his/her responsibility to arrange for a substitute teacher.

34.3. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process grievances under this Agreement.

34.4. The Committee will make available to the Association copies of minutes of official Committee meetings. A copy of the official agenda of the meeting will be made available to the Association, if possible, prior to said meeting.

34.5. If any provision of this Agreement or any application of it to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

34.6. On the matters contained herein, this Agreement constitutes Committee and Association policy for the term of said Agreement, and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as their policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

34.7. Since teaching is accomplished by example as well as by precept, the Association shall take positive steps to insure that teachers set an example in grooming, clothing, observing school rules, and similar matters.

34.8. The Association and the School Committee agree to share equally the cost of publishing this Agreement.

34.9. Teachers will be paid in twenty-six bi-weekly payments beginning on the first Friday of the school year, except that new teachers will receive their first payment on the second Friday of the school year. A teacher has the option of receiving his/her last five payments in one lump sum on the last work day in the school year, provided he/she notified the Superintendent in writing prior to May 1.

34.10. Subject to the provisions of this Contract, the wages, hours, and other working conditions applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

34.11. Except for permanent substitutes who are hired to provide preparation time, who will not be considered a member of the bargaining unit, a teacher employed as a permanent floating substitute at the elementary level will be entitled to all rights and benefits of the Agreement except salary which shall be at the Bachelor's Step I. Level. If the School Committee fills this position, it will be offered on an annual basis to qualified teachers on recall in order of seniority before being offered to outside applicants.

34.12. So long as space is available, the children of non-resident members of the bargaining unit are entitled to enroll in the Dedham Public Schools without payment of tuition. This provision shall not apply to children who require special education services. Requests for enrollment shall be submitted in writing to the Superintendent of Schools no later than June 1 prior to the start of the school year in which enrollment is requested. Requests from teachers

hired on or after May 15 shall be submitted within thirty (30) days of their acceptance of employment.

34.13. Teachers with prior approval of the Superintendent (or designee) are authorized to drive students in connection with extra curricula or other school related activities.

34.14. The School Committee in its sole discretion shall determine each year whether Norfolk County Teachers Day will or will not be a school day.

34.15 The President of the Association shall be provided release time as follows: If the President is a secondary school teacher, she/he will neither be assigned a homeroom nor be assigned any supervisory duties; if the President is an elementary/early childhood teacher, she/he and her/his principal shall agree upon a similar release arrangement.

IN WITNESS WHEREOF the parties have executed this Agreement on this 4th day of February, 2010.

For the Town of Dedham
School Committee

For the Dedham
Education Association

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A (1)

SECTION 4

FY 2009

Effective 09/01/2008

STEP	RN	BACHELOR	MASTER'S	MASTER'S+30	MASTER'S+60	DOCTORATE
1	42,235.00	43,021.00	47,616.00	49,921.00	52,221.00	54,513.00
2	43,592.00	44,404.00	49,464.00	51,758.00	54,057.00	56,350.00
3	44,940.00	45,778.00	51,296.00	53,596.00	55,890.00	58,184.00
4	46,744.00	47,616.00	53,134.00	55,431.00	57,734.00	60,029.00
5	49,911.00	50,844.00	56,458.00	58,805.00	61,145.00	63,489.00
6	51,748.00	52,717.00	58,335.00	60,682.00	63,018.00	65,361.00
7	53,575.00	54,582.00	60,211.00	62,548.00	64,884.00	67,229.00
8	56,559.00	57,617.00	63,472.00	65,101.00	67,445.00	69,791.00
9	57,378.00	58,455.00	64,397.00	68,156.00	69,789.00	72,132.00
10	59,338.00	60,452.00	66,602.00	69,151.00	72,824.00	75,173.00
11	60,773.00	61,915.00	68,220.00	71,525.00	73,889.00	76,270.00
12	63,545.00	64,715.00	71,177.00	73,265.00	76,430.00	78,895.00
13	64,575.00	65,745.00	72,207.00	76,348.00	78,294.00	80,822.00
14				77,378.00	81,504.00	84,094.00
15					82,534.00	85,124.00

APPENDIX A (1)

SECTION 4

FY 2010

Effective 09/01/2009

STEP	RN	BACHELOR	MASTER'S	MASTER'S+30	MASTER'S+60	DOCTORATE
1	42,657.00	43,451.00	48,092.00	50,420.00	52,743.00	55,058.00
2	44,028.00	44,848.00	49,959.00	52,276.00	54,598.00	56,914.00
3	45,389.00	46,236.00	51,809.00	54,132.00	56,449.00	58,766.00
4	47,211.00	48,092.00	53,665.00	55,985.00	58,311.00	60,629.00
5	50,410.00	51,352.00	57,023.00	59,393.00	61,756.00	64,124.00
6	52,265.00	53,244.00	58,918.00	61,289.00	63,648.00	66,015.00
7	54,111.00	55,128.00	60,813.00	63,173.00	65,533.00	67,901.00
8	57,125.00	58,193.00	64,107.00	65,752.00	68,119.00	70,489.00
9	57,952.00	59,040.00	65,041.00	68,838.00	70,487.00	72,853.00
10	59,931.00	61,057.00	67,268.00	69,843.00	73,552.00	75,925.00
11	61,381.00	62,534.00	68,902.00	72,240.00	74,628.00	77,033.00
12	64,180.00	65,362.00	71,889.00	73,998.00	77,194.00	79,684.00
13	65,221.00	66,402.00	72,929.00	77,111.00	79,077.00	81,630.00
14				78,152.00	82,319.00	84,935.00
15					83,359.00	85,975.00

APPENDIX A (1)

SECTION 4

FY 2011

Effective 09/01/2010

STEP	RN	BACHELOR	MASTER'S	MASTER'S+30	MASTER'S+60	DOCTORATE
1	43,084.00	43,886.00	48,573.00	50,924.00	53,270.00	55,609.00
2	44,468.00	45,296.00	50,459.00	52,799.00	55,144.00	57,483.00
3	45,843.00	46,698.00	52,327.00	54,673.00	57,013.00	59,354.00
4	47,683.00	48,573.00	54,202.00	56,545.00	58,894.00	61,235.00
5	50,914.00	51,866.00	57,593.00	59,987.00	62,374.00	64,765.00
6	52,788.00	53,776.00	59,507.00	61,902.00	64,284.00	66,675.00
7	54,652.00	55,679.00	61,421.00	63,805.00	66,188.00	68,580.00
8	57,696.00	58,775.00	64,748.00	66,410.00	68,800.00	71,194.00
9	58,532.00	59,630.00	65,691.00	69,526.00	71,192.00	73,582.00
10	60,530.00	61,668.00	67,941.00	70,541.00	74,288.00	76,684.00
11	61,995.00	63,159.00	69,591.00	72,962.00	75,374.00	77,803.00
12	64,822.00	66,016.00	72,608.00	74,738.00	77,966.00	80,481.00
13	65,873.00	67,066.00	73,658.00	77,882.00	79,868.00	82,446.00
14				78,934.00	83,142.00	85,784.00
15					84,193.00	86,835.00

APPENDIX A (1)
SECTION 4
FY 2012 (FIRST HALF)

Effective 09/01/2011 1st 13 Pays

STEP	RN	BACHELOR	MASTER'S	MASTER'S+30	MASTER'S+60	DOCTORATE
1	43,946.00	44,764.00	49,544.00	51,942.00	54,335.00	56,721.00
2	45,357.00	46,202.00	51,468.00	53,855.00	56,247.00	58,633.00
3	46,760.00	47,632.00	53,374.00	55,766.00	58,153.00	60,541.00
4	48,637.00	49,544.00	55,286.00	57,676.00	60,072.00	62,460.00
5	51,932.00	52,903.00	58,745.00	61,187.00	63,621.00	66,060.00
6	53,844.00	54,852.00	60,697.00	63,140.00	65,570.00	68,009.00
7	55,745.00	56,793.00	62,649.00	65,081.00	67,512.00	69,952.00
8	58,850.00	59,951.00	66,043.00	67,738.00	70,176.00	72,618.00
9	59,703.00	60,823.00	67,005.00	70,917.00	72,616.00	75,054.00
10	61,741.00	62,901.00	69,300.00	71,952.00	75,774.00	78,218.00
11	63,235.00	64,422.00	70,983.00	74,421.00	76,881.00	79,359.00
12	66,118.00	67,336.00	74,060.00	76,233.00	79,525.00	82,091.00
13	67,190.00	68,407.00	75,131.00	79,440.00	81,465.00	84,095.00
14				80,513.00	84,805.00	87,500.00
15					85,877.00	88,572.00

APPENDIX A (1)
SECTION 4
FY 2012 – (SECOND HALF)
Effective 2011 2nd 13 Pays

STEP	RN	BACHELOR	MASTER'S	MASTER'S+30	MASTER'S	DOCTORATE
1	44,385.00	45,212.00	50,039.00	52,461.00	54,878.00	57,288.00
2	45,811.00	46,664.00	51,983.00	54,394.00	56,809.00	59,219.00
3	47,228.00	48,108.00	53,908.00	56,324.00	58,735.00	61,146.00
4	49,123.00	50,039.00	55,839.00	58,253.00	60,673.00	63,085.00
5	52,451.00	53,432.00	59,332.00	61,799.00	64,257.00	66,721.00
6	54,382.00	55,401.00	61,304.00	63,771.00	66,226.00	68,689.00
7	56,302.00	57,361.00	63,275.00	65,732.00	68,187.00	70,652.00
8	59,439.00	60,551.00	66,703.00	68,415.00	70,878.00	73,344.00
9	60,300.00	61,431.00	67,675.00	71,626.00	73,342.00	75,805.00
10	62,358.00	63,530.00	69,993.00	72,672.00	76,532.00	79,000.00
11	63,867.00	65,066.00	71,693.00	75,165.00	77,650.00	80,153.00
12	66,779.00	68,009.00	74,801.00	76,995.00	80,320.00	82,912.00
13	67,862.00	69,091.00	75,882.00	80,234.00	82,280.00	84,936.00
14				81,318.00	85,653.00	88,375.00
15					86,736.00	89,458.00

**APPENDIX A(2)
EXTRA-CURRICULAR ACTIVITIES**

1. The Dedham School Committee encourages academic competition and will consider compensation for those clubs or activities which offer this type of experience.
2. No extra-curricular activity, either academic or athletic, shall be considered for compensation until it has been in successful operation for at least one full year.
3. Equal consideration will be given to the coaching of an academic program and an athletic program.
4. Presentations at this point have been concerned only with secondary school activities. Equal consideration should be given to all teacher sponsored activities whether they be at the secondary or elementary level.
5. Payment should be based on the number of youth involved in the program and the length of the time spent over and above the regularly scheduled school day.
6. Each activity should be closely evaluated as to the number of hours spent in actually conducting the program, not in terms of the hours one might be physically present.
7. No compensation will be granted without prior approval of the School Committee.

**The following extracurricular activity pay schedule will be effective as of 9/1/2008
Level 2: 25-50 students; 50-75 hours; complex; academic relevance**

	FY 2009	FY 2010	FY 2011	FY 2012
	09/01/08	09/01/09	09/01/10	09/01/11
	1%	1%	1%	2%
Elementary				
Activities (Ecology) Director	875.00	884.00	893.00	902.00
Destination Imagination (x4 schools)	1,433.00	1,447.00	1,461.00	1,476.00
Chess Club	477.00	482.00	487.00	492.00
Lunch Time Basketball	477.00	482.00	487.00	492.00
Middle School				
Art Club	525.00	530.00	535.00	540.00
Audio Visual Supervisor	525.00	530.00	535.00	540.00
Cable TV Coordinator	1,752.00	1,770.00	1,788.00	1,806.00

Chess Club	477.00	482.00	487.00	492.00
Culture Club	477.00	482.00	487.00	492.00
Destination Imagination	1,433.00	1,447.00	1,461.00	1,476.00
Homework Club (2)	477.00	482.00	487.00	492.00
Literary Magazine-Brainwaves (3 issues)	1,049.00	1,059.00	1,070.00	1,081.00
Newspaper-Panther (3 issues)	1,049.00	1,059.00	1,070.00	1,081.00
School Store	525.00	530.00	535.00	540.00
Student Council Advisor	1,049.00	1,059.00	1,070.00	1,081.00
Tomorrow's Teachers Club	1,433.00	1,447.00	1,461.00	1,476.00
Yearbook	1,049.00	1,059.00	1,070.00	1,081.00
High School				
Academic Decathlon	1,433.00	1,447.00	1,461.00	1,476.00
Chess Club	525.00	530.00	535.00	540.00
Drama Club	2,123.00	2,144.00	2,165.00	2,187.00
Echo Magazine (4 issues) (2)	525.00	530.00	535.00	540.00
Jazz Ensemble	876.00	885.00	894.00	903.00
Math Contest / Math Club	1,001.00	1,011.00	1,021.00	1,031.00
Media Director	4,377.00	4,421.00	4,465.00	4,510.00
Mock Trial	359.00	363.00	367.00	371.00
National Honor Society	876.00	885.00	894.00	903.00
Peer Leadership	2,387.00	2,411.00	2,435.00	2,459.00
SADD Advisor	525.00	530.00	535.00	540.00
Science Club/Olympiad Advisor	876.00	885.00	894.00	903.00
Senior Playbook Advisor	1,225.00	1,237.00	1,249.00	1,261.00
Senior Playbook - Vocal	1,049.00	1,059.00	1,070.00	1,081.00
Senior Class Play - Orchestra	1,049.00	1,059.00	1,070.00	1,081.00
Student Council	1,752.00	1,770.00	1,788.00	1,806.00
Winter Color Guard - Director	2,189.00	2,211.00	2,233.00	2,255.00

Winter Guard - Asst. Directors (3)	1,752.00	1,770.00	1,788.00	1,806.00
Yearbook Advisor	2,387.00	2,411.00	2,435.00	2,459.00
Faculty Manager	5,940.00	5,999.00	6,059.00	6,120.00
Systemwide				
Mentor	852.00	861.00	870.00	879.00

Level I: 51+ students; 100+ hours; high degree of complexity; high academic relevance

	FY 2009	FY 2010	FY 2011	FY 2012
	09/01/08	09/01/09	09/01/10	09/01/11
	1%	1%	1%	2%
Middle School				
Flag Football (x2)	271.00	274.00	277.00	280.00
Intramural Coordinator (see Appendix A(3) Section 2	831.00	839.00	847.00	855.00
Intramural Fall/Winter/Spring (see Appendix A(3) Section 2	1,058.00	1,069.00	1,080.00	1,091.00
Lacrosse (x2)	271.00	274.00	277.00	280.00
School Play/Musical Director (may be split into 2 positions)	1,216.00	1,228.00	1,240.00	1,252.00
Tennis (x2)	271.00	274.00	277.00	280.00
High School				
Drill Instructor	1,339.00	1,352.00	1,366.00	1,380.00
Freshmen Class Advisor (x2)	893.00	902.00	911.00	920.00
Junior Class Advisor (x2)	1,518.00	1,533.00	1,548.00	1,563.00
Marching Band Assistant	1,339.00	1,352.00	1,366.00	1,380.00
Marching Band Director	5,352.00	5,406.00	5,460.00	5,515.00
Newspaper (Mirror) Advisor	1,784.00	1,802.00	1,820.00	1,838.00
Senior Class Play/Musical Advisor	2,230.00	2,252.00	2,275.00	2,298.00
Senior Class Advisor (x2)	1,518.00	1,533.00	1,548.00	1,563.00
Sophomore Class Advisor (x2)	893.00	902.00	911.00	920.00

Further Agreements:

1. Since the Middle School Audio-Visual Supervisor and High School Media (AV) Director are not technically “activities”, but support services, their respective stipends are added to their salaries and future increases in addition to contractual percentage increases will be based on the logging of after-school hours, which would be a reflection of the previous year and serve as a projection for the forthcoming year beginning September 1, 2004.
2. Faculty Manager will be paid from the Athletic Budget beginning September 1, 2004.
3. The parties shall establish an Appeal Process for Level II Activities to be remunerated at a Level I rate.

**APPENDIX A(3)
SECTION I
COACHES' SALARIES**

	FY2009	FY2010	FY2011	FY2012
	09/01/08	09/01/09	09/01/10	09/01/10
	1%	1%	1%	2%
Level I				
Football - Varsity	8,046.00	8,126.00	8,207.00	8,289.00
- Asst. (2)	4,474.00	4,519.00	4,564.00	4,610.00
- Junior Varsity	3,771.00	3,809.00	3,847.00	3,885.00
- Freshman (2)	3,409.00	3,443.00	3,477.00	3,512.00
Level II			-	-
Ice Hockey - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
Ice Hockey - Girls	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
Basketball - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Boys) - Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
- Grade 8	2,138.00	2,159.00	2,181.00	2,203.00
Basketball - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Girls) - Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
- Grade 8	2,138.00	2,159.00	2,181.00	2,203.00
Baseball - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Softball - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Soccer - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Boys) - Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00

- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Soccer - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Girls) - Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Field Hockey - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Spring track - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Boys) - Sub Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Spring track - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Girls) - Sub Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Wrestling - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
Volleyball - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Junior Varsity	3,365.00	3,399.00	3,433.00	3,467.00
- Freshman	2,904.00	2,933.00	2,962.00	2,992.00
Indoor Track - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Boys) - Sub Varsity	3,365.00	3,399.00	3,433.00	3,467.00
Indoor Track - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Girls) - Sub Varsity	3,365.00	3,399.00	3,433.00	3,467.00
Cross Country - (Boys) Varsity	4,979.00	5,029.00	5,079.00	5,130.00
Cross Country - (Girls) Varsity	4,979.00	5,029.00	5,079.00	5,130.00
Tennis (Boys) - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Assistant	3,365.00	3,399.00	3,433.00	3,467.00
Tennis (Girls) - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Assistant	3,365.00	3,399.00	3,433.00	3,467.00

Golf - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
Swimming (Girls) - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Assistant	3,365.00	3,399.00	3,433.00	3,467.00
Cheerleader - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
(Fall)				
Cheerleader - Varsity	591.00	597.00	603.00	609.00
(Winter)				
Lacrosse (Boys) - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
- Assistant	3,365.00	3,399.00	3,433.00	3,467.00
Lacrosse (Girls) - Varsity	4,979.00	5,029.00	5,079.00	5,130.00
-Assistant	3,365.00	3,399.00	3,433.00	3,467.00
Athletic Trainer (Three Seasons)	21,711.00	21,928.00	22,147.00	22,368.00
Weight Room Supervisor	9,131.00	9,222.00	9,314.00	9,407.00

**SECTION 2
MIDDLE SCHOOL INTRAMURALS**

Coordinator	831.00	839.00	847.00	855.00
FALL				
Boys (1)	1,058.00	1,069.00	1,080.00	1,091.00
Girls (1)	1,058.00	1,069.00	1,080.00	1,091.00
WINTER				
Boys (1)	1,058.00	1,069.00	1,080.00	1,091.00
Girls (1)	1,058.00	1,069.00	1,080.00	1,091.00
SPRING				
Boys (1)	1,058.00	1,069.00	1,080.00	1,091.00
Girls (1)	1,058.00	1,069.00	1,080.00	1,091.00

**APPENDIX A(4)
SUPERVISORS AND OTHER POSITIONS**

	FY09	FY10	FY11	FY12
	09/01/08	09/01/09	09/01/10	09/01/11
Director (Maximum of three (3) teaching periods)	1%	1%	1%	2%
Base	5,901.00	5,960.00	6,020.00	6,080.00
For each equivalent teacher *				
Supervised	253.00	256.00	259.00	262.00
Coordinators & Nurse Leader (Maximum of three (3) teaching periods)				
Base	1,280.00	1,293.00	1,306.00	1,319.00
1 (# of Equivalent Teachers *)	1,653.00	1,670.00	1,687.00	1,704.00
2	2,137.00	2,158.00	2,180.00	2,202.00
3	2,559.00	2,585.00	2,611.00	2,637.00
4	2,988.00	3,018.00	3,048.00	3,078.00
5	3,410.00	3,444.00	3,478.00	3,513.00
6	3,836.00	3,874.00	3,913.00	3,952.00
7	4,263.00	4,306.00	4,349.00	4,392.00
8	4,691.00	4,738.00	4,785.00	4,833.00
9	5,105.00	5,156.00	5,208.00	5,260.00
10 or more	5,535.00	5,590.00	5,646.00	5,702.00

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

Each director or coordinator will be present for the new teacher orientation days held in the week preceding the opening of school. The distribution of supplies, the stamping and numbering of books, and the general organization of the director or coordinator's area of responsibility will be completed prior to the first meeting with all teachers on the first Tuesday in September.

Each director or coordinator 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 director or coordinator beyond the normal school year for which the director or coordinator will be on calls.

Additional Stipends:

Technology Integrator, 6-12 Teachers' salary schedule except when the job entails technology integration at the elementary level there will be an \$8,000 stipend in addition to the regular salary.

ESL Liaison \$2,600 in addition to regular salary

Crisis Management Coordinator/Trainer \$5,000 in addition to regular salary

It is understood that the filling of the above positions, as well as the filling of any positions within the school department lies within the discretion of the School Committee.

Appendix A(5) Compensation For Tutors

Compensation for tutors shall be at the rate of:

\$23.78 per hour effective September 1, 2008 (1%)

\$24.02 per hour effective September 1, 2009 (1%)

\$24.26 per hour effective September 1, 2010 (1%)

\$24.75 per hour effective September 1, 2011 (2%)

This compensation shall not apply to bargaining unit employees engaged in tutoring at the schools.

APPENDIX A(6)
Compensation For Use of Automobiles

Effective September 1, 2008, all specialists and any member of the professional staff who drive their own private vehicles at least 400 miles a year on school business exclusive of travel to and from school will be compensated at the rate of forty-four cents (.44) per mile for FY09, FY10, FY11. A record of mileage per trip must be kept; such record to be submitted to the Business Office once a month.

APPENDIX A(7)
COMPENSATION FOR GUIDANCE COUNSELORS

Effective September 1, 2008, for services performed during the two (2) weeks described in Section 6.5(b) of this Agreement, guidance counselors will be paid extra compensation in the amount of Nineteen Hundred and Eighty-seven Dollars (\$1,987) provided that said guidance counselors shall be docked at the rate of one tenth of the whole amount per day for each day of unexcused absence during said two (2) weeks. The above compensation will be increased to Two Thousand and Seven Dollars (\$2,007) effective September 1, 2009, and increased to Two Thousand and Twenty-seven (\$2,027) effective September 1, 2010, and to Two Thousand and Sixty-seven (\$2,067) effective September 1, 2011.