

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

**September 1, 2019 – August 31, 2022**

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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 and 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 the 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, 2019 to August 31, 2022 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	7:35 a.m. - 2:10 p.m.
Middle School	8:05 a.m. - 2:35 p.m.
Elementary School	8:45 a.m. - 3:00 p.m.
Kindergarten	8:50 a.m. - 3:00 p.m.
Pre-school	8:45 a.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 and middle school where the work day for teachers will begin five (5) 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, and middle school teachers who will remain for 25 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. (a) Personnel other than classroom teachers 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.

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

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.

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. In addition, the nurse at the middle school and the nurse at the high school who are assigned to process athletic forms, and the nurse at the ECEC, will begin work four (4) days before the work year for teachers, for which each will be paid on a per diem basis. During these three (3) or four (4) days prior to the start of the work year for teachers, the Director of Health Services may assign nurses to work in schools other than the school to which they are regularly assigned, as the needs of the system require. During the 2020-2021 school year only, the work year for teachers will begin on August 31 and Friday, September 4 will not be a workday.

(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 three (3) work days after the ending of the said teachers' work year. During the week before the start of the teachers' work year, the work day of the guidance counselors will be 9:00 A.M. to 1:00 P.M., with no lunch period. During the three (3) days after the end of the teachers' work year, the work day of the guidance counselors will be the same as their regular full-time hours of work.

(c) The work year for teachers will be 183 days. The first day of the teacher work year shall be a full professional development day. The second day of the teacher work year shall be a full work day; professional development for staff shall be scheduled from 8:00 a.m. to 12:00 p.m., and staff will be permitted to use the time from 12:00 p.m. on for classroom setup and other preparation.

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

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 duty-free lunch period each work day. The specific time of each nurse's lunch period will be agreed upon with the building principal, and nurses shall remain available for emergencies during their lunch period.

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. 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 200 minutes of duty-free preparation time per five-day week in blocks of no less than thirty minutes, and with at least one of these blocks being scheduled on each day.

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. Teachers in grades 9-12 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 day of scheduled 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. 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 preschool, kindergarten and elementary teachers, the parent/teacher meetings will be scheduled as follows: one parent/teacher open house in the fall and one parent/teacher conference to be held on a half day for students coinciding with the issuance of the first progress report.

6.16. Whenever practicable, special education teachers will not be assigned non-teaching duties.

## **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 licensure, teachers will not be assigned, except temporarily and for good cause, outside the scope of their licensure 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, gender, 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.

The Superintendent retains the discretion to place a newly-hired teacher on the salary schedule at a step higher than the step which would be called for by the language above. Whenever the Superintendent exercises this discretion, the Superintendent will inform the Association President in writing and provide the reason for his/her decision

7.7. 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 special education TEAM meetings during their preparation periods (or preparation period time) shall be paid \$30.00 for each period.

7.9. High School teachers who are called upon to supervise study halls will be supplied a two-way radio. If the number of students to be supervised exceeds 40, the administration will assign a second staff member to be present.

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



## **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 school system, transfers will be made on a voluntary basis.

8.3. When involuntary transfers are necessary, a teacher's area of licensure, 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 district's web-based job posting platform on the district website. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth. Vacancies will not be filled within five (5) days and ordinarily not within ten (10) days from the date the notice is posted.

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 on the district's web-based job posting platform on the district website. Teachers may then express interest in these positions by applying via the website electronically. Teachers (including part-time teachers) who apply for any such vacancy will receive an interview, provided the teacher holds the required license for the position. 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, gender or marital status.

## **ARTICLE X POSITIONS IN SUMMER SCHOOL**

10.1. All summer openings will be adequately publicized by the Superintendent on the district's web-based job posting platform on the district website. Under normal circumstances, all summer openings will be publicized not later than the preceding April 15, and teachers selected will be notified not later than June 1.

10.2. Other additional summer positions in the Dedham Public Schools 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 licensure, 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 other additional summer positions, previous Dedham 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 current Dedham Public Schools "Educator Evaluation Handbook" dated April 1, 2015 which is hereby incorporated into this collective bargaining agreement by reference.

11.2. By October 1 of each school year, newly-hired teachers will participate in a review of the evaluation process with their immediate supervisor. A similar meeting with a direct supervisor will be given to returning teachers if the procedures 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 or student 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 30.3(a) (i).

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

(a) During their first three (3) consecutive full school years of service, employees who are not eligible to obtain professional teacher status will be subject to annual renewal or non-renewal of their employment on the same basis as teachers. After any such employee has served for three (3) consecutive full school years, he/she will be regarded as a permanent employee who is no longer subject to annual appointment provided that he/she was properly licensed and, if applicable, certified for that entire prior three (3) year period.

(b) Employees referenced in Paragraph 1 shall have their performance evaluated on the same schedule and with the same frequency as all other members of the bargaining unit with the same level of experience in the Dedham Public Schools.

## **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) 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 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. Sick days must be taken in full day increments, except that up to three (3) sick days per year may be taken in half-day increments.

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, 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 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 participating 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 members shall be selected by the School Committee or Association on an alternating year basis and shall vote only to break ties. For the 2015-2016 contract year, the Committee 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 normally exceed thirty (30) days. The criterion for the granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the teacher's prior attendance record. Exceptions to the thirty (30) day limit on the initial grant of sick leave days may be made by unanimous vote of the Sick Leave Bank Committee in exceptional circumstances where it is clear from the medical documentation that the educator will need in excess of thirty (30) days.

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

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

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

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

## **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 Association representative(s) to attend MTA and/or NEA conferences and

conventions, Department of Education business or legislative hearings or business, with the advance approval of the Superintendent of his/her designees, with a yearly limit of seven total 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. 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. Personal days may be taken in half-day increments.

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 – PROTECTION**

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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 XVIII- PERSONAL INJURY BENEFITS**

18.1. 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.

18.2. 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.

18.3. 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).

18.4. 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.

18.5. 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.

18.6. That failure to comply with Sections 18.4. and 18.5. shall result in loss of compensation.

## **ARTICLE XIX - INSURANCE AND ANNUITY**

19.1. 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 employees.

19.2. HMO Contributions

(a) Employees will pay 20% of the premium contribution for the HMO medical insurance coverage.

19.3. 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.

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

## **ARTICLE XX - ACADEMIC FREEDOM**

20.1. 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.

20.2. 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 XXI - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

21.1. 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.

21.2. 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.

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

21.4. Online courses shall be approved and counted toward lane advancement on the same basis as traditional in-person courses provided such online courses are taken through an institution of higher learning that is accredited by the appropriate accreditation agency.

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

21.6. (a) **The "Thirty Hours" of the M+30 and the M+60 Columns.** The thirty hours in a degree program or in lieu of a degree program as used on the M+30 and M+60 degree columns of the salary schedule must 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. College level courses, within the subject matter or pedagogy used by the unit member in class, shall not be unreasonably denied for column movement. 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.

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

## **ARTICLE XXII - NO STRIKE CLAUSE**

22.1. 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 XXIII - AGENCY FEE AND DUES DEDUCTION**

23.1. In accordance with the provisions of M.G.L. c.150E, §12, the Committee agrees 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.

23.2. 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.

23.3. The Treasurer of the Association will, by December 1 of each year, certify in writing to the Committee the specific amount of the current dues and/or agency fee of the Association. Any subsequent change to these amounts prior to the following December 1 shall be certified in writing to the Committee by the Treasurer, with thirty (30) days notice.

23.4. Deductions will be made in ten (10) equal installments on the first and second payday of January through May. 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.

23.5. 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.

23.6. 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 XXIV – TEXTBOOKS**

24.1. 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.

24.2. 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 XXV – SPECIALISTS**

25.1. 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.

## ARTICLE XXVI - EDUCATIONAL IMPROVEMENTS

26.1. 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.

26.2. **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.

26.3. **Second Stage.** When the consensus as to the needs has been established, this information shall be reported to the Curriculum, Assessment, and Professional Development Committee (C.A.P.D.) for their information, review and possible recommendation. Interested teachers are urged to volunteer to serve on the C.A.P.D. to develop recommendations on the topic for Superintendent and, eventually, School Committee approval.

26.4. **General.** Such committees will earn credit as outlined in Article XXI.

## ARTICLE XXVII - PARENTAL LEAVE

27.1. Any teacher who has been employed for at least three consecutive months shall be entitled to a parental leave for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. In the case of pregnancy, the teacher shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed.

27.2. 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.

27.3. Subject to Massachusetts General Laws, Chapter 149, Section 105D, covered teachers shall be entitled to a leave of absence of eight (8) weeks. However, in the case of pregnancy, 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 parental 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.

27.4. (a) A teacher shall give at least two (2) weeks' notice of her or his anticipated departure and intention to return and shall return within eight (8) weeks unless, in the case of pregnancy, the teacher elects an extended leave (six (6) months to eighteen (18) months) in which case she or he 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 or he held as of the commencement of her or his parental leave, if the said position exists, or to a substantially equivalent position. The Superintendent may require that a teacher returning to work after a period of sick leave usage under Section 27.3 produce medical

certification that she is physically able to resume work before returning.

27.5. While on unpaid parental leave a teacher may continue to participate in the health and life insurance in which s/he is enrolled provided that she contributes 100 percent of the group rate premium.

27.6. 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 XXVIII - TEACHER AIDES**

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

28.2. 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.

28.3. 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 XXIX - TUITION REIMBURSEMENT**

29.1. 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 by a committee of teachers to be appointed by the Dedham Education Association. The determination of such Committee will be forwarded to the Superintendent of Schools. Once eligibility is determined by the DEA, reimbursements will be allocated equitably per credit hour based upon the total number of credit hours earned by all participants. In no instance will initial reimbursements exceed 50% of tuition paid by the association member.

29.2. The sum of \$60,000 per year will be allotted to these purposes. The sum will be divided as follows:

Fall Semester	\$20,000
Spring Semester	\$20,000
Summer Semester	\$20,000

29.3. 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.

29.4. 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. This benefit is exclusive of the benefits spoken of in sections 29.1 and 29.2.

#### **ARTICLE XXX - REDUCTION IN STAFF**

30.1. 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.

30.2. 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.

30.3 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, who have been given a summative teacher rating of “unsatisfactory,” during the school year in which a reduction in force is to take place, shall be laid off first.
- (ii) Should further reduction in force be necessary, it shall be effectuated in inverse order of the teacher quality ranking within a discipline as outlined in Section 30.3(a)(iii).
- (iii) All educators within a discipline shall be quality-ranked in the following manner: For each year that an educator has received a summative rating of “Exemplary” or “Proficient” (or “Satisfactory,” previously), that educator shall receive two (2) quality points. For each year that an educator has received a summative rating of “Needs Improvement,” that educator shall receive one (1) quality point. For each year that an educator receives a summative rating of “Unsatisfactory,” that educator shall receive zero (0) quality points. An educator will total his or her quality points from that educator’s hiring date to the present to receive his or her quality rating. Such calculation shall include all of the educator’s years in the bargaining unit including years prior to the date of this agreement. Each educator within a discipline shall be ranked from the highest quality ranking to the lowest quality ranking within that discipline based on the educator’s sum total of quality points. Such quality rating/ranking shall be determinative of the best interests of the students. For purposes of this Article, any year in which the Administration has failed to issue a summative rating shall be a year in which the educator is presumed to have been “Proficient” or “Satisfactory.”

(b) 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 30.3(a)(i) above shall be given notice of said designation on or before June 15 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 unsatisfactory performance, review shall not be limited to matters contained in the annual evaluation and/or observation reports.

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

- (a) Elementary: K-5  
Elementary "Grandfathered": K-6 (See Section 30.4(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

- (c) K-12
  - (viii) Business Education
  - (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 30.3., which shall have precedence.

30.5. **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 prorated 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.

30.6. **Seniority List** - Each year the School Committee shall electronically distribute to all members a seniority list setting forth the seniority of all employees as of November 1 of such year. Any teacher who wishes to challenge the determination of his/her seniority must submit such challenge electronically via distributed Google form within ten (10) school days from the date of distribution 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.

30.7. **Recall**

- (a) Recall rights exist for two years following 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.

30.8. **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 30.6. above.

30.9. 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.

30.10. 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 XXXI – LONGEVITY

31.1. 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.

Years of Service	Longevity Payment
Years 14 to 20	\$1,850.00
Years 21 to 25	\$1,950.00
Years 26 to 30	\$2,050.00

Years 31 to 35	\$2,150.00
Years beyond 35	\$2,250.00

**Longevity commences at the completion of 14 years of teaching.**

**ARTICLE XXXII – JOB SHARING**

32.1. 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.

32.2. 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.

32.3. 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.

32.4. 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) 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.

(h) The preparation time provided for teachers in the Agreement shall be shared by each teacher.

(i) 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.

32.5. 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.

32.6. 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.

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

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.

**32.8 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 XXXIII – CULTURAL PROFICIENCY REQUIREMENT**

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

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

Those educators hired on or before the date of ratification of this agreement, and who choose to take the course outside the workday, will be compensated for a maximum of 15 hours at the contractual curriculum rate. Educators hired after ratification of this agreement will not be compensated for taking the course.

### **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.

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

34.11. 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.

34.12. 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.

34.13. 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.

34.14. 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.

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

34.16. The role and responsibility for a Coach is not evaluative. The work year for Coaches shall be 193 days. In addition to the regular school days as set forth in article 6.5 during the school year the district will schedule an additional five (5) days of work when school is not in session. Adequate advance notice will be provided to Coaches, in order that they may schedule any personal plans during the school year accordingly. In addition, the coaches will work an additional five (5) days either directly after the end of the school year, or prior to the start of the next school year. These days need not be consecutive, but will be scheduled by the Coach unless scheduled by the district and notice provided to the Coaches prior to December 31 of the prior calendar year. Coaches will be compensated for the additional ten (10) days at their then current per diem rate of pay, as will any other unit members requested to work with the coaches.

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



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

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

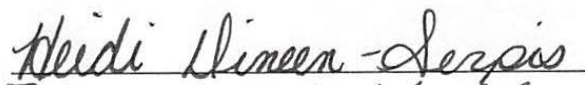
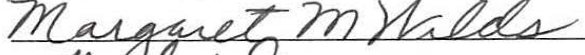

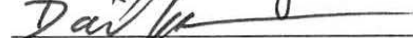
34.20. The District's Policy on Sexual Harassment is included as an Appendix to this agreement. The policy itself is not subject to the grievance and arbitration procedure. The District will apply the sexual harassment policy equitably and with fidelity in the investigation of all sexual harassment complaints.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

IN WITNESS WHEREOF the parties have executed this Agreement:

For the Town of Dedham  
School Committee

  
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For the Dedham  
Education Association

  
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APPENDIX A (1)  
SECTION 4  
FY2020

Effective 09/01/2019  
2.0% + 800 on top steps

STEP	REGISTERED	BACHELOR	MASTER'S	MASTER'S	MASTER'S	DOCTORATE
	NURSES			+30	+60	
1	52,818	53,788	59,446	62,286	65,118	67,944
2	54,490	55,490	61,726	64,552	67,383	70,207
3	56,151	57,183	63,982	66,813	69,640	72,465
4	58,372	59,446	66,245	69,077	71,912	74,739
5	62,274	63,423	70,339	73,231	76,115	79,001
6	64,538	65,732	72,652	75,544	78,421	81,309
7	66,788	68,030	74,963	77,842	80,720	83,610
8	70,465	71,769	78,981	80,987	83,875	86,765
9	71,475	72,800	80,120	84,751	86,763	89,649
10	73,888	75,260	82,836	85,977	90,501	93,395
11	75,657	77,062	84,830	88,901	91,813	94,747
12	79,070	80,511	88,473	91,045	94,943	97,981
13	82,310	83,751	91,711	94,842	97,241	100,354
14				98,083	101,195	104,385
15					104,434	107,625

APPENDIX A (1)  
SECTION 4  
FY2021

Effective 09/01/2020  
2.0% + 1500 on top steps

STEP	REGISTERED NURSES	BACHELOR	MASTER'S	MASTER'S +30	MASTER'S +60	DOCTORATE
1	53,874	54,864	60,635	63,532	66,421	69,303
2	55,580	56,600	62,960	65,843	68,731	71,611
3	57,274	58,326	65,261	68,149	71,033	73,914
4	59,540	60,635	67,570	70,458	73,350	76,234
5	63,520	64,691	71,746	74,696	77,637	80,581
6	65,829	67,046	74,105	77,055	79,989	82,935
7	68,123	69,391	76,462	79,399	82,335	85,282
8	71,874	73,204	80,561	82,606	85,553	88,500
9	72,904	74,256	81,722	86,446	88,498	91,442
10	75,366	76,766	84,493	87,697	92,311	95,263
11	77,170	78,603	86,527	90,679	93,649	96,642
12	80,651	82,121	90,243	92,866	96,841	99,940
13	85,456	86,926	95,046	96,739	99,186	102,361
14				101,544	103,219	106,473
15					108,023	111,278

APPENDIX A (1)  
SECTION 4  
FY2022

Effective Day 1: 1.5%

STEP	REGISTERED	BACHELOR	MASTER'S	MASTER'S	MASTER'S	DOCTORATE
	NURSES			+30	+60	
1	54,682	55,687	61,545	64,485	67,417	70,343
2	56,414	57,449	63,905	66,830	69,762	72,685
3	58,133	59,201	66,240	69,172	72,098	75,023
4	60,433	61,545	68,584	71,515	74,451	77,378
5	64,473	65,661	72,822	75,816	78,801	81,790
6	66,816	68,052	75,216	78,210	81,189	84,179
7	69,145	70,432	77,609	80,590	83,570	86,561
8	72,952	74,302	81,769	83,845	86,836	89,828
9	73,998	75,370	82,948	87,742	89,825	92,814
10	76,496	77,917	85,760	89,012	93,696	96,692
11	78,328	79,783	87,825	92,039	95,054	98,092
12	81,861	83,353	91,597	94,259	98,294	101,439
13	86,738	88,230	96,471	98,190	100,674	103,896
14				103,068	104,767	108,070
15					109,643	112,947

FY 2022  
Effective Day 91: 2.0%

STEP	REGISTERED	BACHELOR	MASTER'S	MASTER'S	MASTER'S	DOCTORATE
	NURSES			+30	+60	
1	55,776	56,800	62,776	65,774	68,765	71,750
2	57,542	58,598	65,183	68,167	71,157	74,139
3	59,296	60,385	67,565	70,555	73,540	76,524
4	61,641	62,776	69,955	72,945	75,940	78,925
5	65,762	66,975	74,279	77,333	80,377	83,426
6	68,152	69,413	76,721	79,775	82,813	85,863
7	70,528	71,840	79,162	82,202	85,241	88,293
8	74,411	75,788	83,404	85,522	88,573	91,624
9	75,478	76,878	84,607	89,497	91,622	94,670
10	78,026	79,475	87,476	90,793	95,570	98,626
11	79,894	81,378	89,581	93,880	96,955	100,054
12	83,498	85,020	93,428	96,144	100,260	103,468
13	88,473	89,995	98,401	100,153	102,687	105,974
14				105,129	106,863	110,231
15					111,836	115,206

**APPENDIX A (2) and A (3)**

**EXTRACURRICULAR ACTIVITIES AND COACHES**

**2019-2022**

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. 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.
5. 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.
6. Coaching and advisor positions are annual appointments and renewal shall be subject to appointment by the Principal.
7. Incumbent coaches will be notified in writing of their reappointment status in accordance with the following schedule:
  - i. Fall season coaches by February 1
  - ii. Winter coaches by May 1
  - iii. Spring coaches by November 1
8. All open stipended coaching positions shall be re-posted in associated buildings for a minimum of 5 days prior to recommendation to the Athletic Director and appointment by the Principal.
9. Prior to payment of final coaching stipends, all Varsity coaches must complete and submit an end-of-season report to the Athletic Director. In addition, all Varsity coaches must meet with the Athletic Director to review the season and the end-of-season report. This report will provide data regarding the number of students served, Varsity and Sub-Varsity won/loss records, days/hours/times when practices were held, notable activities/achievements of the team, and needs/goals for the future.
10. The Athletic Director will provide commendations and recommendations to the Varsity Coach as an annual evaluation.
11. Prior to payment of end-of-year stipends, all club/activity advisors must complete and submit an end-of-year report to the Principal. This report will provide data regarding the number of students served, days/hours/times when the group met, and any other notable activities/achievements of the group.

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.



**APPENDIX A-2**

**EXTRACURRICULAR ACTIVITIES**

<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
09/01/19	09/01/20	09/01/21
2.0%	2.0%	2.5%

	<b>Elementary</b>			
Level II	Student Council Advisor x 4	1,291.00	1,317.00	1,350.00
Level II	Principal's Choice x 4	544.00	555.00	569.00
	<b>Middle School</b>			
Level II	A Capella (new FY19)	1,048.00	1,069.00	1,096.00
Level II	Anti-Defamation League training	8,160.00	8,323.00	8,531.00
Level II	Art Club	626.00	639.00	655.00
Level II	Audio Visual Supervisor	626.00	639.00	655.00
Level II	Chess Club	571.00	582.00	597.00
Level II	Culture Club	571.00	582.00	597.00
Level II	Fine Arts Students Programming	5,100.00	5,202.00	5,332.00
Level II	Gay Straight Alliance	615.00	627.00	643.00
Level II	Homework Club (2)	571.00	582.00	597.00
Level II	Jazz Ensemble (new FY19)	1,048.00	1,069.00	1,096.00
Level II	Literary Magazine-Brainwaves (3 issues)	1,254.00	1,279.00	1,311.00
Level II	National Honor Society (2)	1,078.00	1,100.00	1,128.00
Level II	Newspaper-Panther (3 issues)	1,254.00	1,279.00	1,311.00
Level II	Principal's Choice (2)	544.00	555.00	569.00
<b>Level I</b>	School Play-Musical Director (2)	2,610.00	2,662.00	2,729.00
Level II	School Store	626.00	639.00	655.00

Level II	Sources of Strength Advisor (new FY19)	1,530.00	1,561.00	1,600.00
Level II	Student Council Advisor	1,254.00	1,279.00	1,311.00
Level II	Team Leaders (2 per grade = 6) (new FY19)	1,530.00	1,561.00	1,600.00
Level II	Tomorrow's Teachers Club	1,713.00	1,747.00	1,791.00
Level II	Unified Arts (new FY19)	1,530.00	1,561.00	1,600.00
Level II	Washington DC Trip Coordinator (new FY19)	1,530.00	1,561.00	1,600.00
Level II	Yearbook	1,254.00	1,279.00	1,311.00
<b>Level I</b>	Intramural Coord. (see Appendix A3)	993.00	1,013.00	1,038.00
<b>Level I</b>	Intramural Fall/Winter/Spring (6) (see below details)	1,266.00	1,291.00	1,323.00
	<b>High School</b>			
Level II	Academic Decathlon	1,713.00	1,747.00	1,791.00
Level II	Art Club	1,146.00	1,169.00	1,198.00
Level II	Challenge Day	4,590.00	4,682.00	4,799.00
Level II	Chamber Singers (new FY19)	1,048.00	1,069.00	1,096.00
Level II	Chess Club	626.00	639.00	655.00
<b>Level I</b>	Class Advisor-Freshman (2)	1,068.00	1,089.00	1,116.00
<b>Level I</b>	Class Advisor-Sophomore (2)	1,068.00	1,089.00	1,116.00
<b>Level I</b>	Class Advisor-Junior (2)	1,815.00	1,851.00	1,897.00
<b>Level I</b>	Class Advisor-Senior (2)	1,815.00	1,851.00	1,897.00
Level II	Computer Club	703.00	717.00	735.00
Level II	Debate Team - Lead Advisor (new rate FY19)	2,486.00	2,536.00	2,599.00
Level II	Debate Team - Assistant Advisor (new FY19)	743.00	757.00	776.00
Level II	Drama Club	2,537.00	2,588.00	2,653.00
Level II	Drama Club Technical Director (new FY19)	2,095.00	2,137.00	2,190.00

<b>Level I</b>	Drill Instructor	1,600.00	1,632.00	1,673.00
Level II	Drill Assistant Coach (new FY19)	626.00	639.00	655.00
Level II	Echo Magazine (4 issues) (2)	626.00	639.00	655.00
Level II	Film Festival	1,647.00	1,680.00	1,722.00
Level II	Fine Arts Students Programming	5,100.00	5,202.00	5,332.00
Level II	Gay Straight Alliance	615.00	627.00	643.00
<b>Level I</b>	Guard Instructor (new FY19)	1,600.00	1,632.00	1,673.00
Level II	Guard Assistant Coach (new FY19)	626.00	639.00	655.00
Level II	Jazz Ensemble	1,048.00	1,069.00	1,096.00
Level II	Link Crew (2)	1,647.00	1,680.00	1,722.00
<b>Level I</b>	Marching Band Director	6,397.00	6,525.00	6,688.00
<b>Level I</b>	Marching Band Assistant - (new rate FY19)	2,054.00	2,137.00	2,190.00
Level II	Math Contest / Math Club	1,196.00	1,220.00	1,251.00
Level II	Media Director	5,232.00	5,337.00	5,470.00
Level II	Mock Trial	429.00	438.00	449.00
Level II	National Honor Society	1,048.00	1,069.00	1,096.00
<b>Level I</b>	Newspaper Advisor - Mirror	2,132.00	2,175.00	2,229.00
Level II	Peer Leadership	2,853.00	2,910.00	2,983.00
Level II	Principal's Choice (2)	544.00	555.00	569.00
<b>Level I</b>	Percussion Instructor (new FY19)	1,600.00	1,632.00	1,673.00
Level II	Robotics Club	816.00	832.00	853.00
Level II	SADD Advisor	626.00	639.00	655.00
Level II	Science Club/Olympiad Advisor	1,048.00	1,069.00	1,096.00
<b>Level I</b>	Senior ClassPlay/Musical Advisor	2,666.00	2,719.00	2,787.00

Level II	Senior Class Play - Orchestra	1,254.00	1,279.00	1,311.00
Level II	Senior Playbook - Vocal	1,254.00	1,279.00	1,311.00
Level II	Senior Playbook Advisor	1,463.00	1,492.00	1,529.00
Level II	Student Council	2,095.00	2,137.00	2,190.00
Level II	Winter Color Guard - Director	2,615.00	2,667.00	2,734.00
Level II	Winter Guard - Asst. Directors (3)	2,095.00	2,137.00	2,190.00
Level II	Yearbook Advisor	2,853.00	2,910.00	2,983.00
	Mentor	1,018.00	1,038.00	1,064.00
	Middle School Intramural Coordinator	993.00	1,013.00	1,038.00
	<b>FALL</b>			
	Boys (1)	1,266.00	1,291.00	1,323.00
	Girls (1)	1,266.00	1,291.00	1,323.00
	<b>WINTER</b>			
	Boys (1)	1,266.00	1,291.00	1,323.00
	Girls (1)	1,266.00	1,291.00	1,323.00
	<b>SPRING</b>			
	Boys (1)	1,266.00	1,291.00	1,323.00
	Girls (1)	1,266.00	1,291.00	1,323.00

**Appendix A(3)**  
**Section I**  
**COACHES' STIPENDS**

	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
	09/01/19	09/01/20	09/01/21
	2.0%	2.0%	2.5%
<b>FALL SEASON</b>			
Football - Varsity (Boys)	9,749.00	9,944.00	10,193.00
- Asst. (2)	5,943.00	6,062.00	6,214.00
- Junior Varsity (2)	5,518.00	5,628.00	5,769.00
- Freshman (2)	4,440.00	4,529.00	4,642.00
Soccer - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Middle School (Boys)	1,592.00	1,624.00	1,665.00
Soccer - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Middle School (Girls)	1,592.00	1,624.00	1,665.00
Field Hockey - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Middle School (Girls)	1,592.00	1,624.00	1,665.00
Volleyball - Varsity (Girls)	6,094.00	6,216.00	6,371.00

- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Cross Country - Varsity (Boys)	6,094.00	6,216.00	6,371.00
Cross Country - Varsity (Girls)	6,094.00	6,216.00	6,371.00
Middle School (Boys)	1,592.00	1,624.00	1,665.00
Middle School (Girls)	1,592.00	1,624.00	1,665.00
Golf - Varsity (Boys)	6,094.00	6,216.00	6,371.00
Swimming - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Assistant	4,244.00	4,329.00	4,437.00
Cheerleader - Varsity	6,094.00	6,216.00	6,371.00
<b>WINTER SEASON</b>			
Ice Hockey - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Assistant Varsity	4,244.00	4,329.00	4,437.00
- JV/Fr. Varsity	3,700.00	3,774.00	3,868.00
Ice Hockey - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- JV/Fr. Varsity	3,700.00	3,774.00	3,868.00
Basketball - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
- Middle School (Boys)	2,444.00	2,493.00	2,555.00
Basketball - Varsity (Girls)			

	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
- Middle School (Girls)	2,444.00	2,493.00	2,555.00
Indoor Track - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
Indoor Track - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
Wrestling - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
<b>SPRING SEASON</b>			
Baseball - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Junior Varsity (2)	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Middle School (Boys)	1,592.00	1,624.00	1,665.00
Softball - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Junior Varsity	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Middle School (Girls)	1,592.00	1,624.00	1,665.00
Lacrosse - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- JV/Assistant	4,244.00	4,329.00	4,437.00
Lacrosse - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- JV/Assistant	4,244.00	4,329.00	4,437.00

- Fresh	3,700.00	3,774.00	3,868.00
Spring track - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- JV/Assistant	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Spring track - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- JV/Assistant	4,244.00	4,329.00	4,437.00
- Freshman	3,700.00	3,774.00	3,868.00
Middle School Track (4)	1,592.00	1,624.00	1,665.00
Tennis - Varsity (Boys)	6,094.00	6,216.00	6,371.00
- Assistant	4,244.00	4,329.00	4,437.00
Tennis - Varsity (Girls)	6,094.00	6,216.00	6,371.00
- Assistant	4,244.00	4,329.00	4,437.00
Cheerleader - Varsity (Winter)	1,523.00	1,553.00	1,592.00
Athletic Trainer (Three Seasons)	25,947.00	26,466.00	27,128.00
Strength and Conditioning (Three Seasons)	14,566.00	14,857.00	15,228.00
Weight Room Supervisor (3 season)	11,208.00	11,433.00	11,718.00
Faculty Manager - HS Fall	6,094.00	6,216.00	6,371.00
Faculty Manager - HS Winter	4,244.00	4,329.00	4,437.00
Faculty Manager - HS Spring	3,700.00	3,774.00	3,868.00
Faculty Manager - MS (3 season)			



	1,665.00	1,698.00	1,740.00
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**APPENDIX A(4)**

**SUPERVISORS AND OTHER POSITIONS**

	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>
	09/01/19	09/01/20	09/01/20
Director (Maximum of three (3) teaching periods)	2.0%	2.0%	2.5%
Base	7,017.00	7,157.00	7,336.00
For each equivalent teacher *			
Supervised	303.00	309.00	317.00
Base .....	1,521.00	1,551.00	1,590.00
1 (# of Equivalent Teachers * ) .....	1,967.00	2,006.00	2,056.00
2 .....	2,541.00	2,592.00	2,657.00
3 .....	3,044.00	3,105.00	3,183.00
4 .....	3,552.00	3,623.00	3,714.00
5 .....	4,052.00	4,133.00	4,236.00
6 .....	4,560.00	4,651.00	4,767.00
7 .....	5,067.00	5,168.00	5,297.00
8 .....	5,577.00	5,689.00	5,831.00
9 .....	6,069.00	6,190.00	6,345.00
10 or more .....	6,582.00	6,714.00	6,882.00

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

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

The filling of vacancies may require some interviewing time by a Department Chair beyond the normal school year

for which the Department Chair will be on call.

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

**Appendix A (5)**

**Compensation For Tutors**

Compensation for tutors shall be at the rate of:

<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
09/01/19	09/01/20	09/01/21
2.0%	2.0%	2.5%
25.50	26.01	26.66

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

Coverage Rate:

Pursuant to Section 7.8, the coverage rate shall be \$30.00 per period.

**APPENDIX A (6)**

**Compensation For Use of Automobiles**

Effective September 1, 2018, 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 fifty cents (.50) per mile. A record of mileage per trip must be kept; such record to be submitted to the Business Office once a month.

<b>FY20</b>	<b>FY21</b>	<b>FY22</b>
09/01/19	09/01/20	09/01/21
2.0%	2.0%	2.5%
0.51	0.52	0.53

**APPENDIX A (7)**

**COMPENSATION FOR GUIDANCE COUNSELORS**

Effective September 1, 2017, 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 Twenty-two Hundred and seventy-one Dollars (\$2,271) 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:

<b>FY20</b>	<b>FY21</b>	<b>FY22</b>
09/01/19	09/01/20	09/01/20
2.0%	2.0%	2.5%
2,362.00	2,409.00	2,469.00

**APPENDIX A (8)**

**CURRICULUM AND EXTENDED SCHOOL YEAR RATES**

<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>
09/01/19	09/01/20	09/01/2021
\$45.00 per hour	\$45.00 per hour	\$45.00 per hour

## APPENDIX B

### SEXUAL HARASSMENT POLICY

*This is the current Sexual Harassment Policy of the Dedham School Committee as of August 2022. The policy is in the process of being updated. Once the policy is updated, it will be emailed to all members and then printed in the subsequent collective bargaining agreement between the Dedham School Committee and the Dedham Education Association.*

Policy: All persons associated with the Dedham Public Schools including, but not necessarily limited to, the Dedham School Committee, the administration, staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting, as a member of the school community, will be in violation of this policy. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating in an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

Because the Committee takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace and school environment that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace or school conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

**Definition of Sexual Harassment:** Unwelcome sexual advances; requests for sexual favors; or other verbal or physical conduct of a sexual nature may constitute sexual harassment where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.



**The Grievance Officers: Ian Kelly, Assistant Superintendent, 100 Whiting Avenue, Dedham, MA 02026 617-310-1020;**

The Committee will annually appoint a sexual harassment grievance officer who will be vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the procedure set out below:

**Complaint Procedure:**

1. Any member of the school community who believes that he/she has been subjected to sexual harassment will report the incident (s) to the grievance officer. All complaints shall be investigated promptly and resolved as soon as possible.
2. The grievance officer will attempt to resolve the problem in an informal manner through the following process:
  - a. The grievance officer will confer with the charging party in order to obtain a clear understanding of that party's statement of the facts, and may interview any witnesses.
  - b. The grievance officer will then attempt to meet with the charged party in order to obtain his/her response to the complaint.
  - c. The grievance officer will hold as many meetings with the parties as is necessary to establish the facts.
  - d. On the basis of the grievance officer's perception of the situation he/she may:
    - Attempt to resolve the matter informally through reconciliation.
    - Report the incident and transfer the record to the Superintendent or his/her designee, and so notify the parties by certified mail.
3. After reviewing the record made by the grievance officer, the Superintendent may attempt to gather any more evidence necessary to decide the case, and thereafter impose any sanctions deemed appropriate, including a recommendation to the committee for termination or expulsion. At this stage of the proceedings the parties may present witnesses and other evidence, and may also be represented. The parties, to the extent permissible by law, shall be informed of the disposition of the complaint. All matters involving sexual harassment complaints will remain confidential to the extent possible. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct.
4. The grievance officer, upon request, will provide the charging party with government agencies that handle sexual harassment matters.

LEGAL REFS.: Title VII, Section 703, Civil Rights Act of 1964 as amended 45  
Federal Regulation 74676 issued by EEO Commission  
Education Amendments of 1972, 20 U.S.C. 1681 et seq. (Title IX)  
Board of Education 603 CMR [26:00](#)

CROSS REF.: [AC](#), Nondiscrimination  
[JICFB](#), Bullying

Source:  
[https://z2policy.ctspublish.com/masc/browse/dedhamset/dedham/ACAB/z2Code\\_ACAB](https://z2policy.ctspublish.com/masc/browse/dedhamset/dedham/ACAB/z2Code_ACAB)

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## Subject Index A—Sequential by Article

**KEYS:**

**DEA = Dedham Education Association**  
**Committee = Dedham School Committee**  
**Subject—Article (I = 1, II = 2, etc.)**

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Committee = Dedham School Committee  
Subject—Article (I = 1, II = 2, etc.)

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