

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

April 6, 2023

The Negotiating Subcommittee of the Dedham School Committee (“the School Committee”), acting subject to the ratification of this Memorandum of Agreement (“the Agreement”) by the full School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Dedham Education Association (“the Association”), acting subject to the ratification of this Agreement by the full membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from September 1, 2022 to August 31, 2025.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from September 1, 2019 to August 31, 2022 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement, unless otherwise provided for in this document.
2. Unless otherwise specified herein, all modifications of non-economic items will take effect as of the ratification of the successor Collective Bargaining Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

3. Article 6 – Teaching Hours and Teacher Load, Section 6.2(b)

Delete the last sentence in subsection 6.2(b), as follows:

~~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.~~

4. Article 16 – Extended Leaves of Absence, Section 16.8

Modify the first sentence of Section 16.8 as follows:

If a teacher who is on leave of absence does not notify the Superintendent in writing by ~~April 1~~March 1 of his/her intention to return the following September 1, he/she shall forfeit all right to reinstatement.

5. Article 28 – Teacher Aides, Section 28.3

Delete Section 28.3 in its entirety.

6. Elementary Student Progress Subcommittee

The Parties agree they will establish a working group composed of an equal number of representatives to be appointed by the Association and the Committee to study and make recommendations to enhance the existing systems and structures used to report student progress in grades K-5. Specifically, the working group is charged with:

1. conducting a thorough review and analysis of the District's current policies and practices relating to reporting on student progress in grades K-5.
2. formulating policy/procedural recommendations to enhance the existing process of reporting on student processes in grades K-5.
3. formulating recommendations to the parties' collective bargaining teams for any adjustments to contractual language that may be necessary to accommodate the proposed policy/procedural recommendations for growth.

7. Article 2 – Unit, Section 2.1

Modify Section 2.1 as set forth below, resulting in the removal of “building substitutes” or “permanent substitutes” from the bargaining unit. These positions will be included in the Paraprofessionals bargaining unit pursuant to the terms of a separate Memorandum of Agreement to be executed by the Parties.

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.

8. Article 34 – General, Section 34.2

Modify Section 34.2 as follows:

~~Teachers~~ All bargaining unit members 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~~ bargaining unit member has reported his/her unavailability for work it will not be his/her responsibility to arrange for a substitute ~~teacher~~.

9. Article 19 – Insurance and Annuity, Section 19.1

Modify Section 19.1(a) as follows:

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

- (a) A ~~\$2,000~~ \$15,000 term life insurance plan of the type presently available to teachers;

10. Article 12 – Teacher Facilities, Section 12.3 (new)

Add the following language as new Section 12.3:

The Committee shall provide the Association President and/or designee with a monthly electronic report of building Carbon Dioxide (CO₂) data in the months of September through June. CO₂ readings will be taken during the school day. The Committee shall maintain all HVAC systems in accordance with manufacturer recommendations.

11. Article VI – Teaching Hours and Teacher Load, Section 6.5(a)

Delete the final sentence in Section 6.5(a):

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

12. Article VI – Teaching Hours and Teacher Load, Section 6.9

Modify the first paragraph of Section 6.9 as follows:

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, and no substitute is available, the regular classroom teacher shall ~~conduct his/her own class in that subject~~ continue teaching during the scheduled special subject class and will be compensated for his/her missed preparation period in accordance with Article 7.8.

13. Article 6 – Teaching Hours and Teacher Load, Section 6.9(a)

Modify Section 6.9(a) as follows:

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~~ forty minutes, and with at least one of these blocks being scheduled on each day. Additionally, no special subject teacher shall be assigned to teach more than six (6) individual classes per day.

14. Article 7 – Teacher Assignment, Section 7.8

Add the following language as new subparagraph (a):

High School teachers who are covering a class either as a duty or during their preparation period shall be allowed to use their own classroom to cover the class.

15. Article 7 – Teacher Assignment, Section 7.9

Modify Section 7.9 as follows:

High School teachers who are called upon to supervise study halls will be supplied a two-way radio. At either the elementary level indoor recess or secondary level study hall, if the number of students to be supervised exceeds 40, the administration will assign a second staff member to be present.

16. Article 29 – Tuition Reimbursement, Section 29.2

Modify Section 29.2 as follows:

The sum of ~~\$60,000~~ \$67,500 per year will be allotted to these purposes. The sum will be divided as follows:

Fall Semester	\$20,000 <u>\$22,500</u>
Spring Semester	\$20,000 <u>\$22,500</u>
Summer Semester	\$20,000 <u>\$22,500</u>

17. Appendix A(2) and A(3) – Extracurricular Activities and Coaches

Add the following language to Appendix A(3):

The parties will maintain a joint labor-management committee for the purpose of periodically reviewing and recommending changes to the stipends paid under Appendix A(2) and Appendix A(3). This joint committee will convene every three (3) years by October 1, beginning October 1, 2023, and will be responsible for reviewing the stipends for the purposes of internal and external equity, and to consider the establishment of stipends for activities and sports which are currently not included as stipend positions. The joint committee's recommendations regarding changes to Appendices A(2) and A(3) will be submitted to the Association and Committee for approval or, upon the request of either party, further negotiation.

18. Special Education Subcommittee

The parties agree to establish a joint subcommittee consisting of up to eight (8) members, with up to four (4) to be appointed by the Superintendent and up to four (4) to be appointed by the DEA President, for the purpose of studying the overall workload of special educators and making recommendations to the parties to promote equity. The subcommittee shall establish its own schedule of meetings and shall aim to make recommendations to the Parties within 90 days following its initial meeting. Any recommendations which would modify the terms of the collective bargaining agreement shall be subject to ratification by the DEA and the School Committee.

19. Article 9 – Promotions

Change the name of this Article to “Promotions & Vacancies”

20. Article 29 – Tuition Reimbursement, Section 29.4

Modify Section 29.4 as follows:

The School Committee agrees to pay every nurse up to, but not more than, a total of ~~\$150.00~~ \$200.00 per year for C.E.U. courses. This benefit is exclusive of the benefits spoken of in Sections 29.1 and 29.2.

21. Article 33 – Cultural Proficiency Requirement

Delete the existing language of this Article and replace with the following:

Fifteen (15) hours of training in cultural proficiency & implicit bias will be required of all educators. Educators with a date of hire on or before September 1, 2023 will have 5 school years to fulfill this requirement. Educators with a hire date on or after September 1, 2023 will complete this fifteen (15) hour requirement as part of the District's new teacher induction program within their first three years of employment. All educators will receive 15 PDPs for the training, which will be conducted by the District during regularly scheduled professional development time.

22. Article 6 – Teaching Hours and Teacher Load, Sections 6.6 and 6.15

Revise subsection 6.6(a), add new subsections 6.6(d) and 6.6(e), and delete subsection 6.15, as follows:

6.6(a) Kindergarten, preschool, and elementary classroom 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. Special educators and related service providers shall be required to attend these conferences. All kindergarten, preschool, and elementary classroom teachers, special education teachers, and related service providers shall be required to attend one parent/teacher open house in the fall. 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~~ Director of Health Services and/or principal.

6.6(d) Specialists (ie, library, music, art, physical education, etc.) at the preschool, kindergarten, and elementary level shall be required to attend up to two evening events per school year.

6.6(e) An educator who agrees to participate in district-approved evening work that exceeds the requirements of subsections 6.6(a) and 6.6(d) shall be compensated for such additional work at the contractual curriculum rate.

~~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.~~

23. Article 21 – Professional Development and Educational Improvement, Section 21.6

- a. The Parties acknowledge their agreement regarding the non-precedential lane movement of two teachers, as discussed in negotiations and as detailed in separate memoranda of agreement which will become effective upon ratification of this Agreement.
- b. Delete the existing language of Section 21.6, and replace with the following new language:

21.6 (a) Lane Advancement to M+30 and the M+60 Columns.

- I. **Continuing Education Plan.** Unit members who wish to move to the M+30 or M+60 lane on the agreed upon salary schedule must submit a completed Continuing Education Plan to their building principal for initial approval. The Continuing Education Plan must include at least 30 credits of graduate level coursework that are directly related to the educator's practice at an accredited college/university. College level courses, within the subject matter or pedagogy used by the unit member in class, shall not be unreasonably denied for the purposes of lane advancement. Upon initial approval of the Continuing Education Plan, the principal will submit the educator's plan to the Assistant Superintendent for Curriculum, Instruction, and Assessment for final review. Once approved, the final signed copy of the Continuing Education Plan will be placed in the educator's personnel file and a copy will be sent to the educator for their records.
- II. **Master's degrees exceeding 36 credits.** An educator who obtains a master's degree exceeding 36 credits may apply those additional credits beyond 36 to their next lane change.
- III. **Course approval and plan modifications/amendments.** Prior to starting any course on the approved Continuing Education Plan, the educator must submit a Course Approval form to the Assistant Superintendent for Curriculum, Instruction, and Assessment. Modifications/amendments to the original approved Continuing Education Plan program may be necessary due to changes in course offerings over time. Under these circumstances, the educator must submit a request for course modifications/amendments to the Assistant Superintendent for Curriculum, Instruction and Assessment. Plan modifications/amendments must be consistent with the focus of the approved Continuing Education Plan.

IV. **Final approval for lane advancement.** The educator will be eligible for lane advancement only when the Assistant Superintendent for Curriculum, Instruction, and Assessment has on file the following:

1. the final approved Continuing Education Plan
2. a signed Course Approval form for each course
3. An official transcript documenting certificate of successful completion of or a passing grade record for each course within seven years of plan approval.

24. Building Based Chain of Command

The Committee and Administration will maintain a written protocol regarding supervisory coverage of school buildings in the absence of a building principal. Teachers shall receive notice of the protocol through a handbook, policy document, memorandum, or other comparable means.

25. Article 30 – Reduction in Staff, Section 30.4

Modify Section 30.4 as follows:

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 World Language
 - (vi) Home-Economics ELL
 - (vii) ~~Industrial Arts~~ Health and Physical Education
 - (viii) ~~Business Education~~ Industrial Technology
- (c) K-12
- (i) ~~Musie~~ Special Education
 - (ii) ~~Guidance~~ Library/Media
 - (iii) ~~Reading~~ School Nurses
 - (iv) ~~LDS, or Special Education~~ Instructional Coach

- (v) Library Science Art
- (vi) Health and Physical Education Music
- (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.~~

26. Article 34 – General, Section 34.10

Modify Section 34.10 as follows:

Employees will receive a printout of their accrued leave balances at the start of each school year. No later than September 1, 2024, employees will be able to access their accrued sick time and personal day balances electronically using a software system chosen by the district. Such accrued time shall be accurate within no more than one (1) payroll cycle. Upon full implementation of such electronic access, the District's obligation to provide employees with a printout of leave balances shall cease.

27. Article 7 – Teacher Assignment, Section 7.6

Modify Section 7.6 as set forth below. The Parties additionally agree to the resolution of all outstanding grievances related to the initial step placement of nurses in accordance with the terms set forth in the settlement memoranda which will be executed separately.

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 or nurse 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

(b) Newly hired school nurses will receive credit toward initial step placement for prior nursing experience as follows:

- 1. Full time years of service as a nurse working directly with children in a child health or education setting shall be credited on a 1:1 basis.*
- 2. Full time years of service as a nurse in any other setting shall be credited on a 2:1 basis.*

In recognition of the two years of full time service required to obtain a DESE Professional Support Personnel - School Nurse license, this provision will result in newly-hired nurses who hold an active school nurse license being placed initially at a minimum of Step 3.

28. Article 27 – Parental Leave, Sections 27.3 and 27.4

Modify Sections 27.3 and 27.4 as follows:

- 27.3 Subject to Massachusetts General Laws, Chapter 149, Section 105D ("MPLA"), 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. All teachers will be entitled to up to two weeks of paid parental leave, not to be deducted from the employee's own sick leave. Non-birth parents and adoptive parents are additionally entitled to utilize up to two (2) additional weeks of accrued sick leave days during any period of qualified approved leave for the purposes of birth or adoption of a child under the MPLA and/or the FMLA, where such leave would otherwise be unpaid.

These two (2) additional weeks of sick leave shall run concurrently with, and not in addition to, the sick leave authorized under Article 14.14.

27.4 Add the following subparagraph (a)(iii)

(iii) Notification of a teacher's election to take an extended leave must be provided at least two (2) weeks prior to the teacher's anticipated date of departure.

29. Article 14 – Sick Leave, Section 14.10

Modify Section 14.10 as follows:

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~~\$50.00 per day on retirement or death for all days over one hundred to a maximum of one hundred (100) days.

30. Article 31 – Longevity

Modify the longevity tables in Section 31.1 as follows:

Effective September 1, 2022:

<u>Years of Service</u>	<u>Longevity Payment</u>
Years 14 to 20	\$1,950.00
Years 21 to 25	\$2,050.00
Years 26 to 30	\$2,150.00
Years beyond 31	\$2,250.00

Effective September 1, 2023:

<u>Years of Service</u>	<u>Longevity Payment</u>
Years 14 to 20	\$2,050.00
Years 21 to 25	\$2,150.00
Years beyond 26	\$2,250.00

Effective September 1, 2024:

<u>Years of Service</u>	<u>Longevity Payment</u>
Years 14 to 20	\$2,150.00
Years 21 to 25	\$2,250.00
Years beyond 26	\$2,350.00

31. Compensation – Appendices A(1), A(2), A(3), A(4), and A(7)

a. Appendix A(1) – Salaries

The following percentage increases shall be applied to all salaries in the salary schedule:

Effective September 1, 2022: 2.0%

Effective September 1, 2023: 3.0%

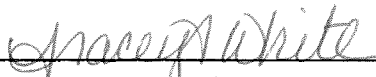


Effective September 1, 2024: 3.25%

b. Appendices A(2), A(3), A(4), and A(7)

The same percentage increases as are to be applied to Appendix A(1), shall also be applied to: Appendices A(2) and A(3) – Extracurricular Activities and Coaches; A(4) – Supervisors and Other Positions; and A(7) – Compensation for Guidance Counselors

WHEREFORE, intending to be bound, the parties have executed this agreement this 26th day of April, 2023.

For the Dedham School
Committee:

For the Dedham Teachers'
Association:

