



AGREEMENT BETWEEN
THE DEDHAM SCHOOL COMMITTEE

And

THE DEDHAM EDUCATION ASSOCIATION
PARAPROFESSIONALS

September 1, 2019 – August 31, 2022

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ARTICLE 1 - COMMITTEE RIGHTS

The Committee is a public body established under and with powers provided by statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation or any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee and the Superintendent retain all of the powers, rights and duties that they have by law and may exercise the same at their discretion without any such exercise being made subject of a grievance proceeding hereunder. Likewise, nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Superintendent by statute or any rule or regulation or any agency of the Commonwealth.

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and educational activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee and the Superintendent. These rights whether exercised or not, include without being limited to, all the rights and powers given to the Committee and the Superintendent by law, the right to select, employ, test, train, assign, transfer, promote and direct the work of the employees and to periodically evaluate and determine their qualifications; to organize the supervisory and clerical staff and to establish, change and discontinue their duties including the right to introduce, change and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss employees in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Agreement; to establish, modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the schools and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the employees provided, however, that none of the rights shall be exercised by the Committee and/or the Superintendent contrary to any express provision of this Agreement. The failure by the Committee and/or the Superintendent to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the Committee and/or the Superintendent of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article III.

The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representative.

ARTICLE 2 - RECOGNITION

- A. For purposes of collective bargaining, the Committee recognizes the Association as the exclusive representative for all full-time and regular part-time paraprofessionals employed by the Dedham Public Schools, including the following classifications: teaching assistants, aides, certified occupational therapist assistants (“COTAS”), and tutors who are not covered by the Unit A contract. Included in the unit are all elementary lunch aides employed in another position encompassed by the bargaining unit and excluding all other elementary lunch aides. Excluded are all managerial, confidential and casual employees, the work study specialist, the substitute coordinator, help desk technicians, all administrative employees, and all other employees employed by the Dedham Public Schools.
- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "employees." Throughout this Agreement, “Employer” or “Committee” shall mean the School Committee and/or its designees and its agents.
- C. It is recognized that each position of Special Education Aide is unique, depending upon the individual education plan of the child or children with whom the Aide works. Thus, in order for the School Committee and Superintendent to retain necessary flexibility, special provisions concerning the applicability of certain sections of this contract have been incorporated herein.

ARTICLE 3 - NEGOTIATION PROCEDURE

- A. This Agreement shall be in full force and effect from September 1, 2019 through 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.
- B. Either party to this Agreement may give written notice of its intention to amend, modify or terminate this Agreement prior to November 1 of the year before expiration thereof. Thereafter, the parties shall bargain collectively on any amendments or modification to this Agreement, or on a new Agreement.
- C. It is the understanding and contemplation of the parties that the November 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 give as aforesaid.
- D. The failure of the Committee or the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as a waiver of said provisions.
- E. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association and the Committee acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective

bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association and the Committee therefore, voluntarily and without qualifications, waive any rights each may have had in this respect and agree that each party shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement and with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. It is the declared objective of the parties to encourage prompt resolutions of grievances. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible. Any persons covered by this Agreement, the Association and the Committee shall have the right to present a grievance.
- B. 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.
- C. The term “grievance” shall include only those claims or disputes which allege a violation of a specific provision of this Agreement.
- D. Failure to institute a grievance within the time limits set forth in Level One, Two and Three in paragraph H of this Article shall be conclusively deemed to constitute a waiver of all rights under this article. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- E. For purposes of this Article, the term “school days” shall be defined as those days when school is actually in session.
- F. By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.
- G. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth the facts giving rise to the grievance and the section of this Agreement that is believed to be violated.
- H. **LEVEL ONE** - An employee with a grievance shall, with or without a representative of the Association, present it in writing to the immediate supervisor or building principal within ten (10) school days of the earlier of the date that the grievant knew or should have known of the event giving rise to the grievance. The immediate supervisor or building principal shall initial the written grievance together with the grievant and/or an Association representative, noting the date and time of the receipt of the grievance.

In the event that a grievance affects a group or class of employees, the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One

provided, however, that the ten (10) school day time limitation for instituting grievances shall begin to run from the date of the first of the alleged violations. Upon request, the immediate supervisor or building principal shall meet with the aggrieved employee(s) in an effort to settle the grievance. Any meeting with reference to the above shall be held during non-school hours. The employee shall be notified of decisions in writing no more than ten (10) school days after the submission of the grievance at Level One or the Level One meeting, whichever is later.

LEVEL TWO - In the event that the grievance is not settled at Level One, the original written grievance may be submitted to the Superintendent of Schools or his/her designee within ten (10) school days of the receipt of notification of an adverse decision.

Upon request, the Superintendent or his/her designee shall meet with the aggrieved employee in an effort to settle the grievance at this level. This Level Two meeting shall normally be held within ten (10) school days after receipt of the grievance by the Superintendent, unless the Superintendent requires a longer period in which to arrange the meeting. The aggrieved employee shall be notified of the Superintendent's decision within ten (10) school days following the presentation at Level Two, or the Level Two meeting, whichever is later.

LEVEL THREE - In the event the grievance is not settled at Level Two, the original written grievance may be submitted to arbitration by the Association or the School District in accordance with the following procedure:

1. A request for arbitration shall be made in writing to the American Arbitration Association within twenty (20) school days of receipt by the grievant or the Association (whichever occurs sooner) of an adverse decision at Level Two.
2. The party requesting the arbitration shall execute and mail a written request to the American Arbitration Association for the appointment of an arbitrator, and a copy of said request shall be simultaneously mailed to the other party. The selection of an arbitrator will then be made in accordance with the rules and regulations of the American Arbitration Association.
3. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to establish any terms or conditions of employment or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive relief beyond the date on which the grievance was first filed at Level One. The decision of the arbitrator shall be final and binding upon all parties.
4. The costs of the services of the arbitrator shall be borne equally by the Committee and the Association.
5. Each party shall pay its own expenses for the presentation of its case to the arbitrator.

ARTICLE 5 - SALARIES AND METHOD OF PAYMENT

- A. The salaries and/or hourly wages of all persons covered by this Agreement whose wages may be negotiated by the parties and listed separately, are set forth in Appendix A which is attached hereto and made a part hereof.
- B. The employee's salary schedule is for work performed during the ten-month period beginning on September 1 and ending on the following June 30.
- C. Upon initial hire, the Superintendent will have full discretion to place the individual on the salary schedule.
- D. Employees shall be paid in bi-weekly payments.
- E. The determination of work assignments of employees, including any changes thereto, shall be the exclusive prerogative of the Superintendent or his/her designee.
- F. For their first three years of employment, employees shall be employed on an annual basis via appointment and shall not have any right to reappointment. After three years, bargaining unit members shall only be dismissed by just cause. The reappointment or non-reappointment of an employee shall be at the sole discretion of the Superintendent. The exercise of said discretion shall not be made the subject of a grievance or any other action. Employees will be noticed of reappointment by June 15th each school year.
- G. A paraprofessional who is assigned by a principal to act as a substitute teacher in the absence of a teacher when a substitute is not provided for the teacher position, and who acts as a substitute teacher for at least half of the paraprofessional's regularly scheduled work day, shall be compensated at the rate of \$35 for substituting the entire work day and \$20 for substituting at least half of the work day but less than the full work day, in addition to the paraprofessional's regular rate of pay. After 10 cumulative substitute assignments per school year, the rate would increase to \$40 for substituting the entire work day and \$25 for substituting at least half of the work day but less than the full work day, in addition to the paraprofessional's regular rate of pay.

ARTICLE 6 - LONGEVITY

Effective	9/1/13	9/1/14	9/1/15
Years of service completed	Amount		
8-14 years	\$400	\$425	\$475
15-19 years	\$500	\$525	\$575
20 years or more	\$600	\$625	\$675

Longevity payments will be made on December 1 in the school year following completion of the specified year. Only employees who regularly work twenty (20) hours or more per week are entitled to longevity payments. Employees must complete the specified year as stated above to receive longevity payments.

ARTICLE 7 - HOLIDAY PAY

- A. Employees, except tutors and elementary lunch aides, shall receive time off without loss of pay for each holiday listed below. In years when the Dedham Public Schools requires bargaining unit members to report for work prior to Labor Day, Labor Day shall be included as a paid holiday.

Columbus Day
Veteran's Day
Thanksgiving
The Friday after Thanksgiving
Christmas
New Years day
President's Day
Martin Luther King Day
Good Friday
Patriot's Day
Memorial Day

If such holiday falls on a Saturday or Sunday, employees shall be paid on the day celebrated by the Dedham Public Schools. If the holiday is not so scheduled, employees shall receive an extra day's pay for such holiday.

Any employee who is eligible for Holiday pay will receive such pay for any regularly-scheduled extra work such as working as a bus monitor or doing before and after-school childcare.

ARTICLE 8 - SICK LEAVE

- A. All bargaining unit members, who are scheduled to work twenty (20) or more hours per week, are entitled to annual sick leave of fifteen (15) days, credited on the first day of the work year. All bargaining unit members, who are scheduled to work less than twenty (20) hours per week, are entitled to annual sick leave of fifteen (15) half days, credited on the first day of the work year. Sick leave may be accrued from year to year with no maximum. In the first year of employment, employees entitled to sick leave will accrue sick leave at the rate of one and a half (1.5) days per month up to the applicable maximum annual accrual.
- B. Sick leave may be utilized for the personal illness or injury of the employee.
- C. An employee may use up to three (3) sick leave days per year for the illness of an immediate family member. "Immediate family member" shall mean and include the employee's spouse, parent, child and/or sibling, any other member of the household, and shall also include anyone for whom the

employee serves as a primary caregiver. Additional family sick leave may be granted upon the discretion and approval of the Superintendent.

- D. Employees who are absent from work shall contact the Building Principal and notify him/her of their reason for their absence. A doctor's certificate may be required by the Building Principal after five (5) days of consecutive illness or with repeated absences or where there is a reasonable question of abuse.
- E. Whenever an employee covered by this contract is absent from work as a result of personal injury incurred directly in the course of employment which entitles the employee to Workers Compensation benefits, the employee shall be entitled to supplement the Workers Compensation benefits with accumulated sick leave.
- F. Any employee who is eligible for sick leave pay will receive such pay for any regularly scheduled extra work such as working as a bus monitor or doing before and after-school childcare.
- G. 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 9 - SICK LEAVE BANK

- A. Sick Leave Bank (the "Bank") for use by employees covered by this Agreement who have exhausted their own sick leave will be 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 employee 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 employee may request not to participate or to terminate his/her participation provided such request is made in writing to the Superintendent during the thirty (30) days 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 employee terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating employee will be ineligible for benefits under this Article. A non-participating employee 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 employee contributing 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 Superintendent and two (2) members shall be designated by the Association. The fifth member shall be selected by the Superintendent or Association on an alternating year basis and shall vote only to break ties. For the 2020-2021 contract years, the Superintendent will choose the fifth person; whereas for 2019-2020 and 2021-2022 contract years, the choice will be that of the Association. The Sick Leave Bank Committee

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

- D. The maximum number of days that may be granted to an employee shall not exceed one hundred and twenty (120) days in any school year.
- E. In order to fund the Sick Leave Bank, each participating employee 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.
- F. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

ARTICLE 10 - TEMPORARY LEAVES OF ABSENCE

- A. **PERSONAL LEAVE:** Each bargaining unit member will be entitled each year to two (2) days for personal business. Prior approval by the bargaining unit member'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 bargaining unit member, 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 bargaining unit member 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. Any bargaining unit member who is eligible for personal leave will receive such pay for any regularly scheduled extra work such as working as a bus monitor or doing before and after-school childcare. Any unused personal days that are above the accumulation limit shall be rolled into the employee's accrued sick leave.
- B. **BEREAVEMENT LEAVE:** Employees, except tutors, and elementary lunch aides, shall be entitled to bereavement leave of up to five (5) days at any one time in the event of a death of an employee's spouse, child (including foster or stepchild), parent, sibling, son-in-law, daughter-in-law, grandparent, or member of the family living in the immediate household, or individual for whom the employee has primary responsibility for funeral arrangements. Up to three (3) days will be granted at any one time in the event of the death of an employee's parent-in-law, sibling-in-law, child-in-law, or grandparent. One (1) day will be granted at any one time in the event of the death of an employee's uncle, aunt, cousin, godparent, niece, or nephew. Additional bereavement leave may be granted upon the discretion and approval of the Superintendent.
- C. **SNOW DAYS:** Employees, except tutors, and elementary lunch aides, shall be entitled to up to a maximum of two (2) snow days.
- D. **JURY DUTY:** Each employee who is called for jury duty on a day the employee is scheduled to work shall be paid his/her regular salary for all work days on which the employee is required to be present at the court in connection with jury service provided the employee pays over to the School Committee any witness fees and/or other payments received in connection with jury service. The

employee must give his/her immediate supervisor notice of his/her call to jury duty within ten (10) days after receiving the call, but in no event later than 48 hours prior to performing jury duty.

E. Employees, except tutors, and elementary lunch aides, will be granted one (1) day to observe a major religious holiday which obligates individuals to attend services during school hours. Written request for the religious holiday must be submitted forty-eight (48) hours in advance to the Superintendent.

F. In the event of any emergency closing of a school building, no employee working in the building shall suffer any loss of pay due to such a closing.

G.

FAMILY MEDICAL LEAVE: Paraprofessionals, after working for the Committee for at least one (1) year, will be eligible to request a Family Medical Leave under this Contract. This leave is intended to provide paraprofessionals with leave similar to that provided by the federal Family Medical Leave Act as paraprofessionals, due to their scheduled work hours, are generally not eligible for leave under this law. Should a paraprofessional be eligible for leave under this law, s/he shall not be eligible for under this Article. Should a paraprofessional not be eligible for leave under the federal Family Medical Leave Act, s/he is eligible to request up to twelve (12) weeks of unpaid leave for his/her own serious health condition; for the birth, adoption or placement of a child (under the age of 18 or with a mental or physical disability); or for the serious health condition of the paraprofessional's spouse, child (who is under the age of 18 or is otherwise unable to care of his/herself), and/or parent. This leave must be taken on a consecutive basis and employees must provide at least 30 days' written notice of the need for leave under this section, or as soon as practicable. The employee will be required to submit medical documentation substantiating the need for leave at the request of administration. An employee's leave entitlement will be limited to twelve (12) weeks every twelve (12) months, which shall be measured on a rolling basis. While this leave is unpaid, the employee will be required to use any accrued sick leave concurrently with leave under this section for any leave for his/her own serious health condition. The decision to grant leave under this Article shall not be subject to Article 4 (grievance and/or arbitration) of this Contract.

ARTICLE 11 - HEALTH INSURANCE

Eligible employees who elect health insurance coverage are entitled to the following:

1. Fifty (50) percent of the cost of an indemnity health insurance plan shall be paid by the Committee for each eligible employee who elects coverage.
2. For eligible employees enrolled in an HMO health insurance plan as of September 1, 2010, the Committee shall pay 85% of an HMO plan.
3. The Committee shall pay 80% of the cost of the HMO health insurance plan for all new employees and all other employees who have not taken the health insurance offered by the Committee prior to the date of the ratification of the 2007-2010 Agreement by the Association.

ARTICLE 12 - WORK YEAR

- A. The work year for teaching assistants shall be 183 days.
- B. The work year for paraprofessionals shall be 178 full school days when students are in session. In addition, the work year for paraprofessionals shall include: one half (.05) day for the Wednesday before Thanksgiving, one half (.05) day for the last day of school for all students, one (1) day for the day before the first day of school for all students, and one (1) day for the Election Professional Development day, which shall be a total of 181 work days for the 2016-2017 school year. Beginning in the 2017-2018 school year, the work year for paraprofessionals shall also include one (1) day for the second day before students arrive, for a total of 182 work days for the 2017-2018 and 2018-2019 school years.
- C. The work year for elementary lunch aides shall be the 180 days that school is in session, minus the scheduled released time days in the School Year Calendar.
- D. The work day, work year and schedule of tutors will be within the control of the School Committee and/or its designees, with individuals being hired and retained as needed to work with specific children.

ARTICLE 13 - VACANCIES

- A. During the school year, notice of the vacant positions in the bargaining unit shall be posted in each school building on the Association bulletin board. During summer and school vacation periods, vacancies shall be posted on the Dedham Public School website and such notice shall be E-mailed or delivered to the Association President. Employees who desire to apply for such vacancies shall file their applications in writing with the Superintendent's office within the time specified in the notice.
- B. A member of the bargaining unit who is assigned to fill a temporary vacancy in a higher paying position shall be paid at his\her regular step at the higher rate after filling such vacancy for five (5) consecutive works days. Payment at the higher rate shall not be retroactive.
- C. Preference for available summer work will be given first to a member of the bargaining unit who held that position during the prior summer, then to bargaining unit members by seniority, prior to any hiring outside of the bargaining unit for such summer work.

ARTICLE 14 - REDUCTION-IN-FORCE

- A. With regard to a reduction-in-force, the School Committee shall have the sole discretion in determining which position or positions and/or which type of positions are to be eliminated. Temporary employees may be laid off in the discretion of the School Committee and shall not be covered by this Article. Reduction-in-force will only occur at the end of a school year. Reduction-in-force shall only include the elimination of positions, not the reduction of hours for a position. Employees will be notified if they are affected by a reduction-in-force no later than June 15.

- B. Except as specified in Paragraph E below, this Article shall not apply to Tutors, or Lunch Aides.
- C. In the event that the School Committee decides to reduce the number of positions in any of the job classifications covered by this Article, the following procedures will be followed.
- D. For purposes of layoffs, each of the job classifications (listed below) will be separate and distinct. In determining the order in which employees in a classification are to be laid off, evaluations of the employees will be the determining factor. Employees who receive overall "unsatisfactory" evaluations in either the work year at the end of which the reduction-in-force is to occur or in either one of the two years preceding same, shall be the first to be let go. The order of layoff shall be those with three overall "unsatisfactory" evaluations during the three-year period followed by those with only two, and then followed by those with only one. When individuals are tied on the basis of these criteria, then seniority within the job classification will be the determining factor in breaking the tie. If further reductions are necessary, then individuals who have received overall "substantial improvement needed" evaluations in either of the three (3) years as detailed above shall be laid off according to the same procedure as detailed above in regards to overall "unsatisfactory" evaluations. If further reductions are necessary, then employees who do **not** have teacher certifications and who have "satisfactory" evaluations in each of the three years detailed above shall be laid off. When individuals are tied on the basis of these criteria, then seniority within the job classification will be the determining factor in breaking the tie. If further reductions are necessary, then employees who **have** teacher certifications and who have "satisfactory" evaluations in each of the three years detailed above shall be laid off, with seniority within the job classification being the determining factor.
- E. Seniority is defined as the length of total, continuous service within the bargaining unit within the Dedham School system. Seniority shall include time spent on paid leaves of absence up to 12 weeks. Seniority shall not include paid leaves of absence greater than 12 weeks and shall not include time spent on unpaid leaves of absence. However, any service immediately prior to or immediately following such excluded period shall be computed as continuous service.

An employee shall lose his/her seniority if he/she resigns or retires, is terminated from his/her job, refuses or declines a recall, and/or is absent from work for any reason, including layoff, for one year or more.

There shall be one seniority list for special education para-professionals for the following positions: elementary and secondary paraprofessionals, inclusion paraprofessionals, and one to one paraprofessionals. There shall be a separate seniority list for library paraprofessionals. There shall be a separate seniority list for teaching assistants.

- F. For purposes of this Article, the job classifications are as follows:

Library Aide
Elementary School Teaching Assistant
Secondary School Teaching Assistant
Science Center Teaching Assistant
COTA

Pre-kindergarten and Kindergarten Aide
Elementary School Aide (Grades 1-5)
Middle School Aide (Grades 6-8)
High School - School Aide (Grades 9-12)

- G. An employee who qualifies under paragraph C above shall be considered to belong to that pool corresponding to the classification in which he/she is assigned. A Teaching Assistant, Regular Education Aide, or Special Education Aide who has been transferred from one classification to another within the prior two (2) years will be considered to belong to both pools for the purpose of a RIF. If such an employee is laid off from his/her position within the pool corresponding to the classification to which he/she is currently assigned, he/she may take an existing position within the other pool provided he/she would be eligible for said position in that pool under paragraph D above.

In addition, any Teaching Assistant, Regular Education Aide, or Special Education Aide having Massachusetts teaching certification will also be considered as belonging within each pool which corresponds to a grade level covered by his/her certification(s). Such an employee, if laid off from his/her current position, may take an existing position within another pool if his/her certification(s) include grade levels represented in that pool, provided that such employee would be eligible for said position in that pool under paragraph D above.

- H. Exceptions to the provisions in this Article may be made by the Superintendent or his/her designee where it is necessary to do so in the interest of the students.
- I. The School Committee's decisions with respect to reductions in force shall be subject to steps 1 and 2 of the grievance procedure but shall not be subject to arbitration.
- J. Employees laid off under this Article who did not have unsatisfactory or substantial improvement needed evaluations will be eligible for recall within the particular classification from which they were laid off in inverse order of their layoff for a period of twelve (12) months from the effective date of their layoff. If such employee has provided a current mailing address to the Superintendent, the Superintendent shall notify the employee concerning any open positions in the system within the employee's former job classification, and such employee shall be given preference in the filling of such positions. Failure to accept such an offer within ten (10) days of notification will result in the forfeiture of all recall rights; similarly, if the Superintendent, after exerting due diligence, is unable to contact the individual within a ten-day period, this too will result in the forfeiture of all recall rights by that individual.
- K. All employees shall be formally notified by June 15 regarding their employment status for the following year.
- L. A para-professional who moves from non-certified to certified status will remain at the same step and scale.

ARTICLE 15 - PROBATIONARY PERIOD/JUST CAUSE

- A. No employee shall be reprimanded, terminated, or otherwise disciplined without just cause. However, the reappointment and non-reappointment of an employee are governed by the provisions

of Article 5 (F). This provision shall not apply to employees on probationary status, which shall be defined as a the first ninety (90) calendar days of employment.

ARTICLE 16 - PERSONNEL FILE

- A. Employees shall have the right, upon written request, to review the contents of their personnel file by appointment with the Superintendent or his/her designee. Employees shall also have the right to make copies of the material contained therein at reasonable times in the company of the Superintendent or his/her designee.
- B. An employee will be provided with notice that derogatory material regarding his/her conduct, service, or character will be placed in her/his personnel file. The employee will acknowledge that the material was reviewed by him/her by affixing his/her signature to such document. It is understood that such signature does not indicate agreement with the contents of said document. The employee shall have the right to submit a written answer to such material and his/her answer shall be placed in his/her personnel file.

ARTICLE 17 - AGENCY FEE AND DUES

- A. 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 for the Association, as said employees individually and voluntarily authorize the Committee to deduct and to transmit the money to the Association. Employee authorization will be in writing on a form provided by the Association.
- B. Deductions will be made in equal weekly installments from October through February. Any additions or deletions to the list of authorized deductions must be delivered to the Committee at least two (2) weeks in advance of the date of the payroll distribution.
- C. Any employee 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.
- D. 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 18 - EVALUATIONS

- A. The Principal or designated administrator will perform an annual evaluation of bargaining unit members in his/her building using the evaluation instruments in Appendix B.
- B. By September 15, the Principal or designated administrator will provide the evaluation form to all employees to be evaluated.

- B. The Principal or designated administrator shall meet individually with any employee about whom he/she has specific concerns and/or expectations. Such specific concerns or expectations shall be documented in writing by the Principal or designated administrator within 10 school days after the meeting. The meeting shall occur on paid work time.
- C. The Principal or designated administrator shall meet with each employee by March 31 to review progress to date and to bring any concerns to the employee's attention. Any such meeting shall be held on paid work time.
- D. The Principal or designated administrator shall deliver the completed evaluation form to the employee by the second Friday in June.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

Employees may be required by the Superintendent to attend workshops, seminars, conferences, or other professional development sessions. Employees will be paid at their normal hourly rate for attending such professional development sessions. The Committee will pay for workshops, seminars, conferences, or other professional development sessions required to be attended by the employees.

ARTICLE 20 - NO STRIKE PROVISION

Neither the Association nor any employee or employees, either individually or collectively, shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services of any employee or employees, either collectively or individually.

ARTICLE 21 - GENERAL

The Committee will provide the President of the Dedham Education Association with a current seniority list on or before November 1st of each contract year, including new hires, quits/terminations, and those on paid and unpaid leave. This list shall be signed off on by bargaining unit members as accurately representing seniority. The Committee will provide this same list in February and in May each contract year.

ARTICLE 22 - SEPARABILITY AND SAVINGS CLAUSE

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 except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 23 - LONG-TERM SUBSTITUTE

- A. Any paraprofessional who accepts an assignment as a long-term substitute teacher shall continue to accrue seniority and receive health insurance benefits as if s/he were still in the bargaining unit. Paraprofessionals serving as long-term substitutes shall also be eligible to use their accrued sick and personal time, which shall be paid at their paraprofessional rate. Paraprofessionals serving as long-term substitutes shall not be eligible for paid holidays, or any other benefits other than those outlined in this section.
- B. A paraprofessional who has completed an assignment as a long-term substitute may, at his/her option, return to the position s/he held prior to the long-term substitute assignment.

ARTICLE 24 – CULTURAL PROFICIENCY REQUIREMENT

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

The District will pay for the cost of the course. All paraprofessionals 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 paraprofessionals the schedule of offerings in sufficient time for paraprofessionals to select a course.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 31 day of may
DEDHAM SCHOOL COMMITTEE:

Grace White

Dated: may 31, 2022

Dated: _____

Dated: _____

DEDHAM EDUCATION ASSOCIATION, PARAPROFESSIONALS UNIT:

Tony De...

Dated: June 21, 2022

Neidi Finera-Serpis

Dated: June 23, 2022

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

APPENDIX A

The following salary grids will be adjusted as indicted below on the dates specified:

CERTIFIED SCALE				
FY 2020 (9/1/2019) \$0.50	Change to Scale	FY 2021 (9/1/2020) \$0.75	FY 2022 (9/1/2022) \$0.50	FY 2022 (Day 91) \$0.50
\$19.25	Step 1	\$20.00	\$20.50	\$21.00
\$20.07	Step 2	\$20.82	\$21.32	\$21.82
\$21.09	Step 5	\$21.84	\$22.34	\$22.84
\$22.09	Step 9	\$22.84	\$23.34	\$23.84

NON-CERTIFIED SCALE				
FY 2020 (9/1/2019) \$0.50	Change to Scale	FY 2021 (9/1/2020) \$0.75	FY 2022 (9/1/2022) \$0.50	Fy 2022 (Day 91) \$0.50
\$16.50	Step 1	\$17.25	\$17.75	\$18.25
\$17.24	Step 2	\$17.99	\$18.49	\$18.99
\$18.26	Step 5	\$19.01	\$19.51	\$20.01
\$19.26	Step 9	\$20.01	\$20.51	\$21.01

LIBRARY PARA- PROFESSIONALS*				
FY 2020 (9/1/2019) \$0.50	Change to Scale	FY 2021 (9/1/2020) \$0.75	FY 2022 (9/1/2022) \$0.50	Fy 2022 (Day 91) \$0.50
\$17.26	Step 1	\$18.01	\$18.51	\$19.01
\$18.03	Step 2	\$18.78	\$19.28	\$19.78
\$19.05	Step 5	\$19.80	\$20.30	\$20.80
\$20.05	Step 9	\$20.80	\$21.30	\$21.80

*Grandfather clause in effect.

TEACHING ASSISTANTS				
FY 2020 (9/1/2019)	Change to Scale	FY 2021 (9/1/2020)	FY 2022 (9/1/2022)	Fy 2022 (Day 91)
\$27,345	Step 1	\$28,305	\$28,946	\$29,586
\$28,672	Step 2	\$29,632	\$30,273	\$30,913
\$29,972	Step 5	\$30,932	\$31,573	\$32,213
\$31,246	Step 9	\$32,206	\$32,847	\$33,487

**DEDHAM PUBLIC SCHOOLS
ANNUAL PARAPROFESSIONAL EVALUATION**

Name: _____ **Date:** _____

Evaluator: _____ **School:** _____

Paraprofessional Assignment: <input type="checkbox"/> Inclusion Paraprofessional <input type="checkbox"/> 1:1 Paraprofessional
--

The paraprofessional's performance is rated on each of the items based on the following scale:

S-Satisfactory; these criteria are consistently met to an acceptable and satisfactory degree.	D-Developing; these criteria show evidence of developing to an acceptable or satisfactory level.	N-Needs improvement; these criteria require improvement if performance is to become acceptable or satisfactory
--	---	---

NA- Not Applicable

Professional Responsibilities

Rating	Criteria
_____	Is professional, reliable, dependable and punctual for assignments (primarily in regards to the beginning of the day and returning from lunch)
_____	Maintains confidentiality of professional relationships with students, parents and staff
_____	Demonstrates professionalism with administration, teachers, parents and students
_____	Is flexible in adjusting to schedule/assignment changes
_____	Is flexible in working with a variety of teachers and other support staff
_____	Is flexible in working with administration
_____	Adapts to working with a variety of students and their unique needs
_____	Maintains professional appearance and demeanor
_____	Is positive and respectful in student interactions

Instructional Effectiveness

Rating

Criteria

Supervises and works effectively with students individually and in small groups

Establishes positive and professional relationships with students

Is able to carry out teacher-planned lessons and activities and adapt as needed and as appropriate to the assignment and the individual's training and skills.

Supports teacher in supervision of students; maintains appropriate student discipline

Demonstrates initiative to identify and respond to student's difficulties and successes

Demonstrates an understanding and implementation of students' IEPs/behavior plans and/or data collection as position requires

Communication/Collaboration

Rating

Criteria

Informs teachers of any correspondence, oral and written, that is received from a parent

Speaks with teachers/liaisons when concerned about a child's performance or behavior

Communicates effectively and professionally with both the classroom and special education teachers

Is respectful of others' work space, materials, and teaching style

Accepts suggestions and criticism well

Follows appropriate chain of command when expressing concerns, asking questions or seeking information

Behavior Management

<u>Rating</u>	<u>Criteria</u>
_____	Looks for opportunities to give genuine, praise
_____	Participates in the development of behavior plans, as requested
_____	When observes situations in which unacceptable behavior occurs: communicates factors which may have contributed to a child's difficulty
_____	Assists teacher in crisis intervention as appropriate to the individual's training
_____	Asks for help when confused or unsure what to do in managing behaviors

Other

<u>Rating</u>	<u>Criteria</u>
_____	Carries out other duties as requested by principal or special education administrator
_____	Follows proper channels of communication if concerned about a student or assigned task

Comments

Overall Rating

- Satisfactory
- Developing
- Needs Improvement

Goals for next evaluation period

Evaluator's Signature: _____ Date: _____

Paraprofessional's Signature: _____ Date: _____

The paraprofessional's signature indicates that this evaluation was received and does not necessarily imply agreement with the evaluation.

Paraprofessional response to follow:

No written response:

**DEDHAM PUBLIC SCHOOLS
ANNUAL TEACHING ASSISTANT EVALUATION**

Name: _____ **Date:** _____

Evaluator: _____ **School:** _____

Teaching Assignment:

The Teacher Assistant's performance is rated on each of the items based on the following scale:

S -Satisfactory; these criteria are consistently met to an acceptable and satisfactory degree.	D -Developing; these criteria show evidence of developing to an acceptable or satisfactory level.	N -Needs improvement; these criteria require improvement if performance is to become acceptable or satisfactory
---	--	--

NA- Not Applicable

Professional Responsibilities

Rating	Criteria
_____	Is professional, reliable, dependable and punctual
_____	Maintains confidentiality of professional relationships with students, parents and staff
_____	Demonstrates professionalism with administration, teachers, parents and students
_____	Is flexible in adjusting to schedule/assignment changes
_____	Collaborates effectively with teachers and other support staff
_____	Adapts to working with students and their unique needs
_____	Maintains professional appearance and demeanor
_____	Is positive and respectful in student interactions

Instructional Effectiveness

Rating	Criteria
_____	Supervises and works effectively with students
_____	Demonstrates the ability to effectively deliver instruction
_____	Plans effective lessons and activities and adapt as needed and as appropriate to the assignment and the individual's skill set
_____	Meets the needs of students; maintains appropriate student discipline
_____	Demonstrates initiative to identify and respond to student's difficulties and successes
_____	Demonstrates an understanding and implementation of students' IEPs/behavior plans/504's and/or data collection as position requires

Communication/Collaboration

Rating	Criteria
_____	Speaks with teachers/administration when concerned about a child's performance or behavior
_____	Is respectful of others' work space, materials, and teaching style
_____	Accepts suggestions and criticism well
_____	Follows appropriate chain of command when expressing concerns, asking questions or seeking information

Behavior Management

Rating	Criteria
_____	Provides students with appropriate, positive feedback
_____	Follows behavior plans, as specified
_____	When observes situations in which unacceptable behavior occurs: communicates factors which may have contributed to a child's difficulty
_____	Assists teacher in crisis intervention as appropriate to the individual's training
_____	Seeks assistance with students behavior when needed

Other

Rating

Criteria

Carries out other duties as requested by principal/administrator

Follows proper channels of communication if concerned about a student or assigned task

Comments

Overall Rating

Satisfactory

Developing

Needs Improvement

Evaluator's Signature: _____

Date: _____

Teaching Assistant's Signature: _____

Date: _____

The Teaching Assistant's signature indicates that this evaluation was received and does not necessarily imply agreement with the evaluation.

Teaching Assistant response to follow:

No written response:

**DEDHAM PUBLIC SCHOOLS
ANNUAL LIBRARY AIDE EVALUATION**

Name: _____ **Date:** _____

Evaluator: _____ **School:** _____

Library Aide Assignment:

The Library Aide’s performance is rated on each of the items based on the following scale:

S-Satisfactory; these criteria are consistently met to an acceptable and satisfactory degree.	D-Developing; these criteria show evidence of developing to an acceptable or satisfactory level.	N-Needs improvement; these criteria require improvement if performance is to become acceptable or satisfactory
--	---	---

NA- Not Applicable

Professional Responsibilities

Rating	Criteria
_____	Is professional, reliable, dependable and punctual
_____	Maintains confidentiality of professional relationships with students, parents and staff
_____	Demonstrates professionalism with administration, teachers, parents and students
_____	Is flexible in adjusting to schedule/assignment changes
_____	Collaborates effectively with teachers and other support staff
_____	Adapts to working with students and their unique needs
_____	Maintains professional appearance and demeanor
_____	Is positive and respectful in student interactions

Performance

<u>Rating</u>	<u>Criteria</u>
_____	Supervises and works effectively with students
_____	Effectively carries out the duties and specific tasks assigned to the position

Communication/Collaboration

<u>Rating</u>	<u>Criteria</u>
_____	Speaks with teachers/administration when concerned about a student
_____	Is respectful of others' work space, materials, and teaching style
_____	Accepts suggestions and criticism well
_____	Follows appropriate chain of command when expressing concerns, asking questions or seeking information

Behavior Management

<u>Rating</u>	<u>Criteria</u>
_____	Provides students with appropriate assistance as needed
_____	When observes situations in which unacceptable behavior occurs: communicates information to the appropriate staff member

Other

Rating

Criteria

Carries out other duties as requested by principal/administration

Comments

Overall Rating

- Satisfactory
- Developing
- Needs Improvement

Evaluator's Signature: _____ Date: _____

Library Aide's Signature: _____ Date: _____

The Library Aide's signature indicates that this evaluation was received and does not necessarily imply agreement with the evaluation.

Library Aide response to follow: No written response: