

AGREEMENT BETWEEN
TOWN OF DEDHAM SCHOOL COMMITTEE
AND
DEDHAM EDUCATION ASSOCIATION,
EDUCATIONAL INTERVENTIONIST UNIT

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 thereunder, the Town of Dedham School Committee (hereinafter the “School Committee” or “Committee”) recognizes the Educational Interventionists (hereinafter the “Association”) as the exclusive bargaining agent and representative of all full-time and regular part-time professional employees employed by the Committee to teach in the so-called “Title 1 Program” but excluding the Title 1 Director and all other professional employees.
- 1.2 Compensation for all employees covered by this Agreement shall be in accordance with Appendix A, “Salary Schedule,” which is attached hereto and made part of this Agreement.

ARTICLE II – COMMITTEE RIGHTS

- 2.1 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. The Dedham School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Within the limits of this Agreement, the Committee retains the following rights: to manage the school system and to direct the working force; to maintain order and efficiency; to extend, maintain, control or terminate any part of the school system.

ARTICLE III – GRIEVANCE PROCEDURE

- 3.1 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.
- 3.2 The purpose of this section is to establish procedures for the discussion of grievances. The purpose of this procedure is to produce prompt and equitable solutions to any grievance which from time to time may arise and affect conditions of employment.

- 3.3 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.
- 3.4 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.
- 3.5 The formal grievance procedure 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 Title 1 Director. 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 Title 1 Director, 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 Title 1 Director, 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 Title 1 Director 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) days after the receipt by the employee or the Association of the answer at Level One or within fifteen (15) school days after presentation of the grievance at Level One if no response is received by the grievance or by the Association.

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 – Level III is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the Education reform Act of 1993. If Level III is not applicable, Level IV will apply after Level II. 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 or within fifteen (15) school days after presentation of the grievance at Level Two if no response is received by the grievant or by the Association.

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 or within fifteen (15) school days after presentation of the grievance at Level Three if no response is received by the grievant or by the Association

The Arbitrator shall be without power to modify, alter, add to or subtract from the provision 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.

- 3.6 If at the end of the ten (10) school days next following the 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 therefore.
- 3.7 Any individual involved in any level of this grievance procedure may be represented by an attorney or other personal representative 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.
- 3.8 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.
- 3.9 Subject to the provisions of Article X, the School Department will have the right to place and retain in the personnel file of any Educational Interventionist material derogatory to

the Educational Interventionist'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.

- 3.10 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 IV – WORK YEAR

- 4.1 All Educational Interventionists will work 182 days including the opening (orientation) day and excluding the last day of school.
- 4.2 Educational Interventionists who are requested by their supervisor to plan and/or attend an evening event shall be paid \$45 per hour for actual time worked up to three (3) evenings per school year. The employer shall make reasonable attempts to equitably assign this work among Educational Interventionists from all buildings based on the needs of District.

ARTICLE V – WORK DAY

- 5.1 The normal work week for a full-time Educational Interventionists' shall be at least twenty-seven and one-half (27.5) hours (exclusive of lunch breaks and holidays occurring within the work week) consisting of at least five consecutive days of at least five and one-half (5.5) hours each (inclusive of forty-five (45) minutes of preparation time).

The normal work week for a part-time Educational Interventionists shall be at least seventeen and one-half (17.5) hours (exclusive of lunch breaks and holidays occurring within the work week) consisting of at least five (5) consecutive days of three and one-half (3.5) hours each (inclusive of thirty (30) minutes of preparation time).

- 5.2 In addition to the above and added to the work year specified in section 4.1, each bargaining unit member shall be required to participate at meetings for up to one (1) hour following student dismissal for up to twenty (20) times per year.

ARTICLE VI – SALARIES

- 6.1 The salary rates in effect during the term of this agreement are set forth in Appendix A, Salary Schedule, attached hereto and made a part hereof.

ARTICLE VII – SICK LEAVE

- 7.1 Each full-time Educational Interventionist is entitled to fifteen (15) days of sick leave as of the first official day of school, which may be accumulated from year to year.

A part-time Educational Interventionist will be entitled to sick leave with pay up to seven (7) days each school year.

- 7.2 Sick leave shall be deemed to include necessary absence on account of illness or injury of the Educational Interventionist or his/her exposure to a contagious disease. No more than three (3) days at any one time may be used for the illness of one other than the Educational Interventionist himself/herself except with the approval of the Superintendent. This is not an annual leave which is due any employee.
- 7.3 An employee shall not accrue any sick leave during any month in which the employee is granted unpaid leave.
- 7.4 During the 2019-2020 school year, any Educational Interventionist who has been employed for a total of fifteen (15) or more years by the Dedham School Committee shall upon retirement or death receive payment of twenty-five (\$25) dollars for each accumulated sick day in excess of fifty (50) up to a maximum of one hundred forty (140) days. During the 2020-2021 school year, any Educational Interventionist who has been employed for a total of fifteen (15) or more years by the Dedham School Committee shall upon retirement or death receive a payment of twenty-five (\$25) dollars for each accumulated sick day in excess of sixty-five (65) up to a maximum of one hundred fifty-five (155) days. During the 2021-2022 school year, any Educational Interventionist who has been employed for a total of fifteen (15) or more years by the Dedham School Committee shall upon retirement or death receive a payment of twenty-five (\$25) dollars for each accumulated sick day in excess of eighty (80) up to a maximum of one hundred seventy (170) days.
- 7.5 Employees may be required to submit medical certificates in support of requests for paid sick leave. The Superintendent will then decide whether or not (s)he will be required to continue presenting a medical certificate in support of his/her sick leave request.
- 7.6 Sick Leave Bank:
1. A sick leave bank shall be established for the purpose of making additional sick leave days available to bargaining unit members who have been employed in Dedham as a member of this bargaining unit for at least one (1) year, who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Each member of the bargaining unit shall contribute at least one (1) day per school year after having been employed for one (1) year.

The Educational Interventionists Sick Leave Bank will maintain membership within the Unit A Sick Bank.

2. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) appointed by the Association and two (2) by the Committee. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.

3. In administering the Bank, determining eligibility and determining the amount of leave, the following general criteria shall be applied by the Bank Committee:
 - (1) Medical evidence of serious extended illness;
 - (2) Prior utilization of eligible sick leave; and,
 - (3) Other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Bank Committee itself.

4. The Sick Leave Bank will be funded by deducting no less than one (1) and no more than five (5) sick leave days annually from the accumulated sick leave days of each employee who has qualified to participate in the Bank and to contribute such days to the Bank. Eligible employees shall notify the school department by no later than September 30 of each school year if they wish to contribute more than one (1) of their accumulated sick days. In order to fund the Sick Leave Bank, each participating Educational Interventionist 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.

When the Bank is depleted to fifteen (15) sick leave days, an additional assessment of two (2) days of sick leave shall be made against the sick leave account of each eligible employee.

5. In order to facilitate the formation of sick leave bank for the Educational Interventionists, the Dedham School Committee agrees to contribute twenty-five (25) days to the sick leave bank base for the start up. Said contribution shall be a one-time only contribution and in no way shall it be considered an ongoing contribution. Association members shall be responsible for all subsequent contributions to the sick leave bank.
6. A grant of sick leave days from the Bank shall not exceed fifteen (15) days per request, after which the employee may reapply for additional days. No individual shall receive more than one hundred and twenty (120) days from the Bank in any school year. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted. In the event of a difficult to diagnose disease, eligibility will be considered from the first point from which the illness began. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

7. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits; however, drawing upon the bank will not actually commence until after the employee's own sick leave days have been exhausted and adequate medical notification has been provided, and in no event, unless the prolonged illness has exceeded ten (10) consecutive school days.
 8. Upon return from extended sick leave, during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement, and on the same basis as other employees. The accumulation requirements for re-entry into the bank may be waived by the Sick Leave Bank Committee for such employees in the year of their return.
- 7.7. An employee who takes leave under the Family Medical Leave Act (FMLA), for any purpose authorized by 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 VIII – TEMPORARY LEAVES OF ABSENCE

- 8.1
 - a. Each Educational Interventionist will be allowed up to five (5) days leave with pay in the event of the death of Educational Interventionist's spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, parent, sibling, grandparent or member of the immediate household; three (3) days at any one time in the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
 - b. The Superintendent may, at his/her discretion, grant additional bereavement leave. Said decision shall not be subject to the parties' grievance and arbitration procedure.
- 8.2 Each Educational Interventionist will be entitled each year to two (2) days for personal business. Prior approval by the Educational Interventionist'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 Educational Interventionist, 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 an Educational Interventionist 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. If the employee has a second unused personal day at the end of the school year, the personal day will roll over to the employee's sick leave accrual. Personal days may be taken in half-day increments.

- 8.3 A Educational Interventionist who is called for jury duty will be paid the Educational Interventionist's regular salary for all work days on which the Educational Interventionist is required to be present at the court in connection with jury service, provided the Educational Interventionists pays over to the School Committee all workday salary payments for jury service received in connection with such service.
- 8.4 Each member of the unit will be granted one day's leave for the purpose of professional improvement, with the advance approval of the Superintendent.
- 8.5 Time necessary for appearance in any legal proceeding connected with the Educational Interventionist's employment or with the Dedham School System will be granted. This section in no way implies that time will be taken for the purpose of Association business, legal or otherwise.
- 8.6 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.
- 8.7 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 Educational Interventionist's immediate family. Additional leave may be granted at the discretion of the Superintendent or his/her designee. During the member's unpaid leave, the member shall not accrue seniority.
- 8.8 After five (5) years continuous employment in the Dedham schools, an Educational Interventionist 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.
- 8.9 Upon advance notice given not later than January 1 of a school year, Educational Interventionists shall be entitled to take leaves of absence of up to one (1) school year 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 leaves 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 intended date of return. No notice of return is termed a voluntary quit.
- 8.10 a. All benefits to which an Educational Interventionists was entitled at the time her/his leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon her/his return. It is understood and agreed that no Educational Interventionists 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, an Educational Interventionists may continue to participate in the health and life insurance in which he/she is enrolled provided that s/he contribute one hundred percent (100%) of the group rate premium.

- b. Upon return from leave of absence taken pursuant to Sections 8.7 and 8.8 above, an Educational Interventionist will be assigned to the same position which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- 8.11 If an Educational Interventionist who is on leave of absence does not notify the Superintendent in writing by April 1, or his/her intention to return the following September 1, s/he shall forfeit all right to reinstatement.

ARTICLE IX – PARENTAL LEAVE

- 9.1 Any Educational Interventionist who is expecting the birth of a child, is adopting a child, and/or has a foster child placed with her/him shall be entitled to parental leave of absence without pay. The Educational Interventionist shall notify the Superintendent in writing within a reasonable time after the parental leave is known.

If the necessity of a leave is foreseeable based on an expected birth, placement, or adoption, the employee shall provide the employer with at least thirty (30) days' notice, or such notice as is practicable. Upon medical certification, accrued sick leave may be utilized during the period of the leave in which an employee is disabled, if any. The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"), which may provide for up to twelve (12) weeks of unpaid leave for the birth, adoption, or placement of a child. The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leave currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article III (grievance and/or arbitration) of this Agreement.

- 9.2 a. Subject to Massachusetts General Laws, Chapter 149, Section 105D, such Educational Interventionist shall be entitled to a leave of absence of eight (8) weeks. While on parental leave, an Educational Interventionist is entitled to use accrued sick leave during any period of disability due to pregnancy, childbirth or related conditions on the same terms as they are applied to other disabilities.
- b. The returning Educational Interventionist will be restored to the position which s/he held as of the commencement of her/his parental leave, if said position exists, or to a substantially equivalent position. The Superintendent may require that the Educational Interventionist produce medical certification that s/he is physically able to resume work before returning.

ARTICLE X – EVALUATION

10.1 All monitoring or observation of the work performance of employees will be conducted openly and with full knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their superiors. The School Committee agrees to evaluate Association members on a bi-annual (at least once every two years) basis. The bi-annual evaluation will be conducted by the Principal of the school or the Director of the Title 1 Program.

10.2 The evaluation cycle for Educational Interventionists will be a two-year (2) cycle as specified in Article 10.1 above.

a. Year 1

- i. **Goals.** The Educational Interventionist will draft and submit one (1) professional practice goal and one (1) student learning goal via TeachPoint by October 1st of each school year. The Evaluator will meet with the Educational Interventionist to review the goal, provide feedback and approve the goal or the revised goal.
- ii. **Announced Observations.** The Evaluator (Building Principal or Assistant Superintendent) will conduct at least two (2) announced observations annually which will include a pre-observation conference, the observation and a post observation conference.
 - a. Should the evaluator note and discuss with the Educational Interventionist specific and serious concerns, the evaluator may conduct additional announced observations.
 - b. Should the Educational Interventionist request additional announced observations to support their professional learning and growth, the evaluator may support them in this way.
- iii. **Summative Evaluation.** The Evaluator will complete a Summative Evaluation by May 31st of year two. The Summative Evaluation will be based upon announced observations throughout the school year and a Summative Evaluation conference conducted prior writing the evaluation. The Summative Evaluation will provide the Educational Interventionist with a summary of announced observations and feedback provided throughout the school year as well as any commendations and/or recommendations discussed at the Summative Evaluation conference.

b. Year 2 and 3

- i. **Goals.** The Educational Interventionist will draft and submit one (1) professional practice goal and one (1) student learning goal via TeachPoint by October 1st of each school year. The Evaluator will meet with the Educational Interventionist to review the goal, provide feedback and approve the goal or the revised goal.
- ii. **Announced Observations.** The Evaluator (Building Principal or Assistant Superintendent) will conduct at least two (2) announced observations annually which will include a pre-observation conference, the observation and a post observation conference.

- a. Should the evaluator note and discuss with the Educational Interventionist specific and serious concerns, the evaluator may conduct additional formal observations.
 - b. Should the Educational Interventionist request additional announced observations to support their professional learning and growth, the evaluator may support them in this way.
- iii. **Summative Evaluation.** The Evaluator will complete a Summative Evaluation by May 31st of year two. The Summative Evaluation will be based upon announced observations throughout the school year and a Summative Evaluation conference conducted prior writing the evaluation. The Summative Evaluation will provide the Educational Interventionist with a summary of formal observations and feedback provided throughout the school year as well as any commendations and/or recommendations discussed at the Summative Evaluation conference.
- c. **Evaluation Procedures for Educational Interventionists: Beyond third year of employment.** The evaluation cycle for Educational Interventionists will be a two year cycle as specified in Article 10.1.

Year 1 of Cycle

- i. The Educational Interventionist will draft and submit one (1) professional practice goal and one (1) student learning goal via TeachPoint by October 1st of each school year. The Evaluator will meet with the Educational Interventionist to review the goal, provide feedback and approve the goal or the revised goal.
- ii. The Evaluator (Building Principal or Assistant Superintendent) will conduct at least one (1) announced observations annually which will include a pre-observation conference, the observation and a post observation conference.
 - a. Should the evaluator note and discuss with the Educational Interventionist specific and serious concerns, the evaluator may conduct additional announced observations.
 - b. Should the Educational Interventionist request additional announced observations to support their professional learning and growth, the evaluator may support them in this way.
- iii. The Evaluator will complete a Formative Evaluation by May 31st of year one. The Formative Evaluation will be based upon announced observations throughout the school year and a Formative Evaluation conference conducted prior writing the evaluation. The Formative Evaluation will provide the Educational Interventionist with a summary of announced observations and feedback provided throughout the school year as well as any commendations and/or recommendations discussed at the Formative Evaluation conference.

Year 2 of Cycle

- i. The Educational Interventionist will draft and submit one (1) professional practice goal and one (1) student learning goal via TeachPoint by October 1st of each school year. The Evaluator will meet

- with the Educational Interventionist to review the goal, provide feedback and approve the goal or the revised goal.
- ii. The Evaluator (Building Principal or Assistant Superintendent) will conduct at least one (1) announced observation annually which will include a pre-observation conference, the observation and a post observation conference.
 - a. Should the evaluator note and discuss with the Educational Interventionist specific and serious concerns, the evaluator may conduct additional announced observations.
 - b. Should the Educational Interventionist request additional announced observations to support their professional learning and growth, the evaluator may support them in this way.
 - iii. The Evaluator will complete a Summative Evaluation by May 31st of year two. The Summative Evaluation will be based upon announced observations throughout the school year and a Summative Evaluation conference conducted prior writing the evaluation. The Summative Evaluation will provide the Educational Interventionist with a summary of announced observations and feedback provided throughout the school year as well as any commendations and/or recommendations discussed at the Summative Evaluation conference.
- 10.3. Reasonable Assurance and Continued Employment
- a. Continued employment is a function of (a) continued funding through federal Title 1 grants and the Dedham Public Schools operating budget and (b) proficient performance of the Educational Interventionist.
 - b. Barring any performance issues, Educational Interventionists will be provided with a letter of reasonable assurance for employment during the following school year by May 31st of the preceding school year.
- 10.4 Educational Interventionists will have the right, upon written request, to review the contents of their personnel file.
- 10.5 No material derogatory to an Educational Interventionist's conduct, service, character or personality will be placed in the Educational Interventionist's personnel file unless the Educational Interventionist will acknowledge that he/she has the opportunity to review such material 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 Educational Interventionist 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. No material of an anonymous authorship will be placed in the employee's personnel file.
- 10.6 Any serious complaints regarding an Educational Interventionist made to any member of the administration by any parent, student or other person will be promptly called to the attention of the Educational Interventionists.

- 10.7 The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an Educational Interventionist for delinquency of professional performance. However, such disciplining or reprimanding, whenever the situation warrants, should be conducted in private. If an Educational Interventionist is to be disciplined or reprimanded by the Superintendent or any Assistant Superintendent, however, he/she may request that a representative of the Association be present.

ARTICLE XI – VACANCY

- 11.1 Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be sent with the salary check for the pay period immediately following that in which the vacancy occurs. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. Except on a temporary basis, vacancies will not be filled within seven (7) work days.
- 11.2 All Educational Interventionists will be given adequate opportunity to make application for such position, and the Superintendent or his/her designee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. When, in the opinion of the Superintendent or his/her designee, all other factors are substantially equal, preference will be given to qualified Educational Interventionists already employed by the Committee, according to length of service, and each Educational Interventionist applicant not selected will receive a written notification of the action taken by the Superintendent or his/her designee. The decision of the Superintendent or his/her designee will not be subject to a 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 Educational Interventionists.
- 11.3 Appointments will be made without regard to race, age, creed, color, religion, nationality, sex, or marital status.

ARTICLE XII – USE OF SCHOOL FACILITIES

- 12.1 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 Superintendent 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.
- 12.2 The Association may maintain a bulletin board at an approved location in each school building for the purpose of displaying notices, circulars, and other Association materials. Copies of each circulation will be given to the Superintendent, 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.

ARTICLE XIII – PROTECTION

- 13.1 Educational Interventionists will immediately report in writing to the building principal all cases of assault suffered by them, inflicted by them, or to which they are a witness in connection with their employment.
- 13.2 This report will be forwarded to the Committee which will comply with any reasonable request from the Educational Interventionist for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the Educational Interventionist, the police, and the courts.
- 13.3 Whenever it is alleged that an Educational Interventionist has assaulted or injured a person, or that a person has injured or assaulted an Educational Interventionist, the building principal and the Superintendent shall cooperate with the Educational Interventionist in the investigation of the incident.
- 13.4 It is the intention of the parties that any Educational Interventionist will be indemnified in accordance with the provision 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 Educational Interventionist is not guilty of misconduct or criminal acts or disobedience of School Department rules, in that circumstances giving rise to the claims of charges against him/her.
- 13.5 The School Committee agrees to abide by the intent and meaning of Chapter 258, Section 9, on indemnification. The School Committee may indemnify unit employees consistent with the provisions of Mass. Gen L. Ch 258 §1.

ARTICLE XIV – INSURANCE AND ANNUITY

- 14.1 The following percentages of the cost of the following types of insurance coverage will be paid for each employee eligible, therefore.
 - a. Fifty (50%) percent for a term life insurance plan of the type presently available to employees.
 - b. Eighty (80%) percent of individual or family coverage, whichever applies in the particular case, for health insurance of the type presently available to employees.
- 14.2 If mechanically feasible, employees will be eligible to participate in a tax-sheltered Annuity Plan established pursuant to United States Public Law Number 87-370.

ARTICLE XV – REDUCTION IN STAFF

- 15.1 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.

- 15.2 If the Committee determines that 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 procedure will be applied:
- a. The Committee shall effectuate said reductions in the following order:
 - i. Those Educational Interventionists, if any, whom the Committee can demonstrate have performed in a less than satisfactory manner for two (2) consecutive school years, including the year in which the reduction in force is to take place, shall be laid off first;
 - ii. Should further reductions in force be necessary, they shall be performed in inverse order of seniority.
 - b. Educational Interventionists whom the Committee has designated to be laid off pursuant to the provisions of Section 15.2(a)(i) above shall be given notice of said designation on June 1st of the school in which they are to be laid off
- 15.3
- 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 the bargaining unit (which shall include the predecessor unit – Title I). Continuous service during an entire school year shall be treated as one year regardless of the number of actual Educational Interventionist days in that school year. Service during a portion of the school year shall be measured in Educational Interventionists days provided that the accumulation of one hundred-eighty (180) Educational Interventionists 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. An Educational Interventionist employed on a regular part-time basis shall receive seniority credit during any period of part-time employment pro-rated according to the Educational Interventionist's regular schedule. For example, an Educational Interventionist regularly employed for one (1) continuous year on a one-half (1/2) time basis, shall receive one-half (1/2) year's seniority.
 - b. Termination shall not be deemed a break in seniority. An Educational Interventionist returning from a layoff shall be credited with all of her/his previously accumulated seniority. For the purpose of layoff in the event that employees have equal seniority, as herein before defined, the Educational Interventionist 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 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 hereafter unless one party's seniority changes because of a change in education attainment, as described above. If after such change in educational attainment, Educational Interventionists again become tied, such further ties shall be resolved by lot in the same manner.

- 15.4 Each year the Committee shall publish a seniority list setting forth the seniority of all employees as of October 1 of such year. Such list will be posted as soon as possible thereafter, but not later than November 1. Any Educational Interventionist who wishes to challenge the determination of his/her seniority must submit such challenge in writing to the Committee within ten (10) school days from the date of posting of the seniority list.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

- 16.1 A mileage rate for the use of an Educational Interventionist's automobile for previously approved out-of-town travel shall be the Town rate.
- 16.2 Expenses for attendance at conferences and meetings for which prior permission has been granted will be reimbursed in accordance with Committee policy.
- 16.3 There will be no reprisals of any kind taken against any Educational Interventionist by reason of her/his membership in the Association or participation in its activities or lack of such membership or participation so long as this does not imply that the Association relinquishes its right to govern its own procedures in voting, discussion and operation.
- 16.4 All Educational Interventionists shall be eligible to participate in tuition reimbursement along the following basis:

The School Committee will pay fifty (50%) tuition reimbursement for courses satisfactorily completed as part of a planned program of study directly related to the person's field of employment so long as funds are available.

Eligibility for such reimbursement will be determined in the first instance by a committee of Educational Interventionists to be appointed by the Dedham Education Association. The recommendation of such Committee will be forwarded to the Superintendent of Schools who will make the final determination with regard to reimbursement.

ARTICLE XVII – NO STRIKE CLAUSE

- 17.1 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 stoppage, slowdown, sanctions, or withholding of services by any employee covered by this Agreement during the term of this Agreement.

ARTICLE XVIII – SEVERABILITY

- 18.1 If any provision(s) of this Agreement or any application of it to any Educational Interventionist or group of Educational Interventionists shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIX – DURATION

- 19.1 This Agreement shall continue in effect from September 1, 2019 to August 31, 2022 and thereafter shall be automatically renewed from year to year, unless modified, amended or terminated in accordance with the procedure herein set forth. During this term, this Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
- 19.2 Either party to this Agreement may, by written notice received by the other party prior to October 1st of the year before the 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.
- 19.3 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 XX - CULTURAL PROFICIENCY REQUIREMENT

- 20.1 A District-approved 15-hour cultural proficiency course will be required of all Educational Interventionists. Educational Interventionists who are employed as of the ratification of this agreement will have five (5) school years to complete the course. Educational Interventionists hired after ratification of this agreement will be required to complete the course within their first three (3) full school years of employment.
- 20.2. The District will pay for the cost of the course. All Educational Interventionists 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 Educational Interventionists the schedule of offerings in sufficient time for Educational Interventionists to select a course.
- 20.3 Those Educational Interventionists 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. Educational Interventionists hired after ratification of this agreement will not be compensated for taking the course.

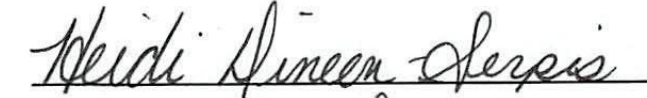
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20__.

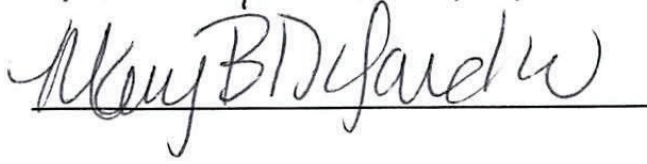
**FOR THE TOWN OF DEDHAM
SCHOOL COMMITTEE**

**FOR THE EDUCATIONAL
INTERVENTIONISTS AFFILIATED WITH
THE DEDHAM EDUCATION
ASSOCIATION**









Timothy Dwyer, President
Dedham Education Association

APPENDIX A

SALARY SCHEDULE

The annual salaries for full-time Educational Interventionist in effect during the term of this Agreement shall be as follows:

Effective September 1, 2019 - Increase the salary by 2% and add \$400 for a total of \$51,077.52

Effective September 1, 2020 - Increase the salary by 2% and add \$750 for a total of \$52,849.16

Effective September 1, 2021 – Increase the salary by 1.5% for a total of \$53,641.90

On the 91st day of the 2021-2022 school year - Increase the salary by 2% for a total of \$54,714.74

APPENDIX B

LONGEVITY

Those bargaining unit employees who have served in the school district for twenty (20) or more years shall be entitled to the following longevity payment effective the first pay period in September of the applicable year. It is understood that should a bargaining unit member leave prior to the conclusion of a school year, the bargaining unit member shall receive a pro-rata amount of the annual longevity payment based on the proportionate amount of time that she serves in that particular year.

Years of Service	Longevity Payment
Years 10 to 13	\$1,000.00
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