

MEMORANDUM OF AGREEMENT

The Canton School Committee (the Committee) and the Canton Teachers' Association (Unit A) (the Association) hereby agree to a new three-year contract to be in effect from September 1, 2019 through August 31, 2022. Except as modified by this Memorandum, the terms and provisions of the September 1, 2018 through August 31, 2019 contract will be carried forward into the new contract.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE (page 4, 6). Sections C and E.5.

Section C. The parties agree to the attached "formal grievance instrument" referenced in this section.

Section E.5. Revise to read as follows

5. Nothing in this Agreement shall affect the right of the School Committee to renew or not renew a contract of employment for ~~non tenured~~ teachers without professional teacher status.

ARTICLE VI LONGEVITY (page 7). Update by deleting Section C:

~~C. Teachers with fifteen (15) years of service in the Canton Public Schools may elect an additional longevity payment of one half of their available sick leave buy back (to a maximum of \$2000) per year for two (2) consecutive years. The longevity payments specified above in this Article will cease for that teacher after he/she has exercised the two year option set forth herein. Teachers who wish to exercise this option must notify the Superintendent in writing by December 31 of the school year preceding the school year in which the longevity under this option is to be paid. This language applies only to any teacher who began receiving this benefit prior to September 1, 2007.~~

ARTICLE VII TEACHING HOURS AND TEACHING LOAD (pages 7-11), Sections C, D, F, H, I, K, M, and new section on music teacher schedule.

Section C (page 7-8). Revise to increase payment as follows:

C. Classroom teachers at the William H. Galvin Middle School and at Canton High School, including special education teachers and speech and language pathologists, will have a daily preparation period consisting of one regular period. During that time they will not be assigned to any other duties. Teachers who volunteer to cover a class for an absent teacher during a preparation period will be paid ~~\$20~~ \$30 per period for such voluntary coverage. When scheduling team meetings and parent conferences during the school day, all efforts will be made to avoid scheduling such meetings/conferences during the preparation periods or lunch periods of teachers whose attendance is required.

Section D (page 8). Revise title, add sentence to Section D.1, and amend Section D.2 as follows:

D. High School, and Middle School, and District-Wide Coordinators:

Add sentence to D.1: For those district coordinators who oversee staff and programming in multiple buildings and who currently have a teaching load that exceeds 20% FTE, such load will be reduced by one class per school year, until it reaches the 20% mark. [Note: goal of 20% will be reached for all no later than the 2021 -2022 school year—this corrects timeframe by one year compared to SC package 5/23/19]

D.2. All high school, ~~and~~ middle school, and district-wide coordinators shall be evaluated in writing annually by the Principal(s) with input from the Director of Curriculum (or other appropriate Central Office role) and in accordance with the negotiated Evaluation Procedure, using Standards and Indicators of Effective Administrative Leadership (or other appropriate rubrics negotiated to address both skills instruction and administrative leadership.)

Section F (page 8). Revise to read as follows:

Elementary teachers will be guaranteed five (5) preparation periods per week. The Committee will strive toward a goal of one (1) preparation period per day, to include forty-five minute periods on four (4) days and a thirty-minute period on the fifth day. Teachers who volunteer to cover a class for an absent teacher during a preparation period will be paid ~~\$20~~ \$30 per period for such voluntary coverage. Elementary teachers will be provided with four (4) common planning periods of no less than one hour, scheduled one (1) per quarter. When scheduling team meetings and parent conferences during the school day, all efforts will be made to avoid scheduling such meetings/conferences during the preparation periods or lunch periods of teachers whose attendance is required

Section H. School Day and Year (page 8). Revise as follows:

1. All teachers shall report to their schools at least 15 minutes prior to the commencement of homeroom. During this 15 minute period, teachers at the Galvin Middle School may not be required to perform supervisory duties in excess of 10 minutes. During this 15-minute period, teachers at the High School would not be required to perform supervisory duties in excess of what they presently perform before school. After school, all teachers shall remain in their schools for at least 20 minutes after the end of the scheduled school day. During this time they will be available for student assistance and to perform supervisory duties to the extent that such duties have been performed in the past. Notwithstanding the above, in the event of a ten-minute increase to the student day at Galvin Middle School and a five-minute increase to the student day at the High School (each anticipated for the 2020-2021 school year), the after-school period for teachers at the Galvin Middle School and High School shall be reduced to 15 minutes.

It is recognized by the Association and the School Committee that teachers will have to devote many more hours in addition to the above to successfully satisfy their professional responsibilities. Therefore, in addition to the above, teachers shall be required to attend core evaluations, team meetings, parent conferences, faculty and department meetings (such faculty/department meetings at the elementary, middle school, and high school levels not to exceed two per month), to confer with and help students, to supervise teacher detention, and to carry out such other professional responsibilities as they have performed in the past.

~~Teachers at the Galvin Middle School will not be assigned to more than one (1) period of lunch supervision per week. Teachers at Canton High School will not be assigned to more than three (3) periods of lunch supervision per week. The high school administration will seek volunteers before assigning lunch supervision. The performance of lunchroom supervisory duties over and above the limitations herein stated shall be on a voluntary basis.~~

Notwithstanding the above, preschool teachers shall be at their schools for 6 hours and 50 minutes per day, which may vary from the times set forth above due to variations in the pre-school student day.

- ~~2. Teachers at Canton High School will teach 30 periods and have at least 7 preparation periods in a 7 day cycle. Teachers will also have up to 5 supervisory periods in a 7 day cycle. Directed studies will count as two (2) supervisory periods. Teachers will not be assigned more than two (2) directed studies in a 7 day cycle.~~
- ~~3. Of the 42 periods in the 6 day cycle at Galvin Middle School, there will be a total of 30 classes, at least 7 preparation periods, 1 directed study, 1 supervisory lunch period, 1 non lunch supervisory period, and 1 team planning period.~~
42. The school year for teachers, other than new personnel who may be required to attend additional orientation sessions, will begin no earlier than September 1 (unless there is mutual agreement to begin earlier) and terminate no later than June 30, but will in no event be longer than three (3) days more than the number of days that pupils are required to be in attendance by the approved Committee calendar for each school year. The three (3) additional days will be used as professional development days.
53. Study Halls: Recognizing that study halls are to be directed study and not limited to supervision of students, administration shall make a sincere effort not to use study halls as a substitute for finding coverage for absent teachers. However, should administration be unable to find substitutes,

and should classes be moved into a study hall, the teacher in charge of the study hall shall receive the additional compensation of twenty dollars ~~(\$20)~~ \$30 for each such class so moved into the study hall.

Section I (page 10). Revise as follows:

I. Teachers will have a duty-free lunch period as determined by the respective principals of at least the following lengths:

- | | | |
|----|---------------------------------|-------------|
| 1. | Elementary School | 25 minutes |
| 2. | William H. Galvin Middle School | 20 minutes* |
| 3. | Senior High School | 23 minutes |

In the event of a ten-minute increase to the student day at Galvin Middle School (as anticipated for the 2020-2021 school year), the lunch period shall be increased to 23 minutes.

Section K (page 10). Revise as follows:

K. Academic subject area William H. Galvin Middle School ~~and Senior High School~~ teachers will not be assigned more than seven (7) periods per day, consisting of at least one (1) preparation period, ~~and not more than six (6) student supervision periods of which not more than five (5) may be teaching periods, and one (1) administrative period to be used for student supervision, collaboration among staff, and other professional work to be assigned by the principal or designee. Department heads will be provided with adequate time to perform their supervisory duties within said seven (7) period limitation and without being deprived of their guaranteed daily preparation time.~~

Academic subject area Canton High School teachers will not be assigned more than six (6) periods per day, consisting of one (1) preparation period; not more than five teaching periods; and on days when assigned fewer than five teaching periods, one (1) administrative period to be used for student supervision, collaboration among staff, and other professional work to be assigned by the principal or designee.

Department heads will not be assigned supervisory duties.

Section M (page 10). Revise as follows:

M. ~~SPED~~ Special Education teachers shall be provided with the same common planning time as classroom teachers, one (1) period of no less than one (1) hour every three (3) weeks. *[as housekeeping, change "SPED" throughout]*

New Section. Add new section to read as follows:

With the agreement of a particular teacher, the Superintendent or designee may assign a music teacher to a class that takes place before or after the typical school day, with the understanding that the teacher's arrival and departure times will be adjusted to provide for the same amount of onsite time required of teachers at the same level (i.e., elementary, middle school, high school) whose classes take place solely within the typical school day.

ARTICLE IX NON-TEACHING DUTIES (page 11-12). Revise Sections A, D, and G as follows:

- A. Assignment of teachers for non-teaching duties shall be on a reasonable and equitable basis. While assigning student supervisory duties to each teacher in a particular year requires consideration of a number factors, the principal will include the number of minutes involved among these factors,

- D. Teachers issuing classroom detentions are required to supervise that detention period. ~~Teachers are also required to serve regular assigned office detention periods.~~

- G. Elementary teachers may be assigned up to 60 minutes per week. Such duties shall not be assigned unless the Principal deems it necessary. ~~When a daily substitute is assigned to cover for an elementary teacher at a particular grade level, the substitute will be responsible for covering both that teacher's duty and, in addition, one lunch duty or one recess duty at that grade level on a given day, regardless of which teacher in that grade level is scheduled for that lunch/recess duty.~~

ARTICLE X TEACHER ASSIGNMENT, Section A (page 12). Revise as follows:

- A. Teachers will be notified in writing of tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes including co-teaching assignments that they will have, as soon as practicable and under normal circumstances not later than August 1. When teacher assignments are changed as to grade or subject, first consideration for available teacher position will be given to teachers with seniority.

ARTICLE XII TEACHER EVALUATION (page 13). Include educator evaluation process and a list of evaluators as an Appendix. *[Prepare rubrics for various positions, but these will not be printed in the Appendix. Among those to be developed will be specific rubrics designed for Coordinators, to address both skills in instruction and administrative leadership—see Art. VII D.2]*

ARTICLE XIV SICK LEAVE POLICY (page 15)

Section J. Add the following sentence at the end:

If a member still has days leftover, after buying back sick days in excess of eighty (80) days, those days will be donated to the Sick Leave Bank.

Section N. Parental Leave. Increase paid days for adoption/maternity/paternity leave without giving birth from 5 to 15 for those with PTS only. (Non PTS remains at 5 days)

ARTICLE XVII PROFESSIONAL IMPROVEMENTS, Section A (page 22). Revise as follows:

- A. The Committee will pay the reasonable expenses incurred by teachers who attend workshops, seminars, and conferences, at the request ~~and/or with the advance approval~~ of the Superintendent of Schools or designee.

ARTICLE XIX GROUP INSURANCE (page 22). (Update as needed to reflect current PEC agreement.)

ARTICLE XX GENERAL (page 23). Add new Section G to read as follows:

The following shall be prorated for part-time employees: (1) amount, but not years of service, for longevity under Article VI; (2) amount for course reimbursement under Article XXVI; and (3) all paid leave provisions, including sick leave, bereavement, personal days, sick leave bank, and parental leave under Article XIV and military leave under Article XV.

ARTICLE XXII SALARIES AND OTHER COMPENSATION (page 24).

Appendix A:

September 1, 2019:

1. Increase all steps by 2.0%
2. Add one new step (Step 16) at 1.0% above Step 15.

September 1, 2020:

1. Increase all steps by 3.0%

September 1, 2021:

1. Increase all steps by 2.0%
2. Eliminate **Section 1.G.** ~~Employees eligible for both a step and a lane change on September 1 of a particular year will receive only a lane change.~~

Appendices B, C, and D: Increase as follows:

September 1, 2019: 2.0%.

September 1, 2020: 3.0%.

September 1, 2021: 2.0%.

ARTICLE XXIV AGENCY SERVICE FEE. Eliminate in recognition of Janus decision.
(*Voluntary deductions are addressed in ARTICLE XXII.*)

ARTICLE XXV REDUCTION IN FORCE (page 26). Revise Section C to align with M.G.L. c. 71, §42, to read as follows:

C. Layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, ~~which is defined as follows:~~ Indicators of job performance shall be based on comprehensive evaluations conducted consistent with M.G.L. ch. 71, sec. 38, using the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of the Canton Public Schools (for evaluations prior to 2013-2014), Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. For the purposes of this article, disciplines shall be: [no change to list of disciplines]

ARTICLE XXVIA INDIVIDUAL SUPPORT TEAMS (page 31). Revise Section H to read as follows:

H. IST Compensation: Members of the IST shall be compensated, at their option, with either three (3) credits or a stipend of five hundred dollars (\$500). No more than a total of six (6) credits earned based upon service as a member of the IST may be used for horizontal movement on the salary schedule.

ARTICLE XXVI – B DATA DRIVEN INSTRUCTIONAL SUPPORT TEAMS (page 32). Revise Section H to read as follows:

H. DDIST Compensation: The Chair will be paid a stipend in accordance with Appendix B1. Members of the DDIST shall be compensated, at their option, with either three (3) credits or a stipend of five hundred dollars (\$500). No more than a total of six (6) credits earned based upon service as a member of the DDIST may be used for horizontal movement on the salary schedule.

ARTICLE XXVII EDUCATIONAL ENHANCEMENT FUND (page 33). Revise as follows:

The Committee will reimburse provide \$1,250 up to \$2500 per year for each teacher (prorated for part time teachers) to an aggregate cap for the entire bargaining unit of \$125,000 per year from the Professional Enhancement Fund to be used for courses, conferences, workshops, or seminars that are aligned to the role of the educator and have been approved in advance by the Superintendent or Central Office designee. In order to seek approval, the teacher must submit an application form to the Central Office designee at least twenty-one (21) calendar days prior to the start of the course, conference, workshop or seminar. A committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Superintendent shall meet prior to September 30, 2019 to discuss criteria for approving or denying reimbursement for courses, conferences, workshops, or seminars.

In order to obtain reimbursement, the teacher must provide the following to the Superintendent or Central Office designee:

Approved credit bearing course: (1) proof of payment and (2) an official transcript from an accredited institution showing the grade of B or better earned in the course, provided that an unofficial transcript may be submitted to initiate processing, with the understanding that the teacher will provide a copy of the official transcript upon receipt.

Approved noncredit bearing course, conference, workshop, or seminar: (1) proof of payment and (2) certification of completion.

Payment will be processed within 30 days following the receipt of the required paperwork by the Central Office designee.

~~The Committee will provide \$1,250 per year for each teacher (prorated for part time teachers) to an aggregate cap for the entire bargaining unit of \$125,000 per year from the Professional Enhancement Fund to be used for courses, conferences, workshops, or seminars that have been approved by the Director of Curriculum and Instruction. During the 2007-2008 school year, the Superintendent and the CTA president or their designees will develop a process in order to allow teachers to apply for a second grant if there is money available in this Fund. Any request denied by the Director of Curriculum and Instruction will be reviewed by the Professional Enhancement Committee (PEC). A final decision will be made by a vote of the PEC. The PEC shall consist of four (4) members appointed by the Committee and four (4) members elected by the Association. The Director of C&I and the PEC shall meet before September 30th to discuss the parameters for granting or denying this money. The money in the Professional Enhancement Fund shall only be made available to members of the teacher's bargaining unit.~~

~~An annual budget sufficient to fund this Article will be allocated for educationally enriching programs and services. Subject to the restrictions in this Article, the Committee retains the exclusive right to determine the programs and services to be implemented, the amounts to be paid and the process by which the employees are selected to effectuate them. These programs and services will have as their objective the overall enhancement and improvement of the~~

~~educational programs of the Canton School System and the professional development of the staff. They will include areas such as sabbatical leaves, demonstration teaching, teacher mentoring, curriculum development, Horace Mann type projects and any other projects and services deemed by the Committee to be in the interests of the school system and which would be performed by teachers in addition to their regular professional duties. The decisions of the Committee will be non-grievable. Participation in these services and programs will be voluntary.~~

ARTICLE XXIX ASSOCIATION BUSINESS DAYS Revise to read as follows:

The ~~president of the~~ Association shall be granted, with the approval of the Superintendent, a total of five Association business days per school year to be used by the President or members of the executive board.

ARTICLE XXXIII MENTORING (page 36). Revise H to read as follows:

Compensation for each Mentor will be the choice of three (3) in-district credits or a stipend (as listed in Appendix B) per protégé. No mentor shall be assigned more than two (2) protégés per year. No more than a total of six (6) credits earned based upon service as a Mentor may be used for horizontal movement on the salary schedule.

Add New ARTICLE XXXVII PROTECTION

A. Employees will immediately report all cases of assault suffered by them in connection with their employment to the principal and Superintendent or his/her designee, in writing.

B. The Superintendent will comply with any reasonable request from the teacher for records relating to the incident or the persons involved, subject to the provisions of applicable law, including but not limited to the Family Education Rights Privacy Act (FERPA) and the Individuals with Disabilities in Education Act (IDEA),.

C. The Committee agrees to provide indemnification for employees covered by this Agreement as required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE XXXV DURATION

- A. This Agreement shall become effective on September 1, 2019 and continue in effect to and including August 31, 2022.

HOUSEKEEPING/UPDATES

Remove reference to Athletic Trainer, as position is currently included in the Unit E contract.

Add Encore as an approved employment opportunity for teachers, with specification that inclusion does not signify bargaining of wages or application of other rights associated with Contract.

Compile and review new contract. Ensure all applicable stipends are included.

OTHER

In addition to agreement on the contract modifications above, the parties acknowledge the following:

Effective July 1, 2019, the regular pay day will move from Thursday to Friday. (In the event of a Friday holiday, pay will be issued on Thursday.)

Implementation of the attached student/staff daily schedule is anticipated effective with the 2020-21 school year.

A full day rotating schedule will be implemented at the High School during the 2019-2020 school year.

The parties agree to reopen the contract mid-term if necessary to address potential changes to the Middle School or High School schedule.

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

FOR THE COMMITTEE

FOR THE ASSOCIATION

Date: _____

Date: _____