

**AGREEMENT
BETWEEN THE
SAUGUS SCHOOL COMMITTEE
AND THE
SAUGUS EDUCATORS'
ASSOCIATION**

**Effective September 1, 2022
Through August 31, 2025**

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**AGREEMENT BETWEEN
SAUGUS SCHOOL COMMITTEE
AND
SAUGUS EDUCATORS' ASSOCIATION**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the Saugus School Committee (hereinafter called "the Committee") and the Saugus Educators' Association (hereinafter called "the Association") hereby agree as follows:

**ARTICLE I
RECOGNITION**

Section 1 Unit Definition

The Committee recognizes the Association as the exclusive bargaining agent for all professional employees of the Saugus Public Schools in the following unit:

Regular education teachers
Special education teachers
Sheltered English immersion teachers
Specialists (guidance counselor, school nurse, school adjustment counselor, school psychologist, library-media, instructional technology, speech pathologists, evaluation team leaders)
Curriculum coordinators
Permanent substitutes
Extended day teachers
Teachers on Special Assignment (such as Academic Coaches, Deans, etc)but excluding per diem substitutes, casual employees, and all other employees.

Section 2 · The designation "teacher" shall refer to all unit members.

Section 3 Permanent Substitutes

For the purpose of this Agreement a permanent substitute is defined as a substitute teacher in the Saugus Public Schools who is employed or becomes employed for greater than ninety (90) days of unbroken continuous service. Permanent substitute teachers shall be compensated at the Bachelors-1 level. The following provisions of the Agreement do not apply to permanent substitutes.

Article VI	Lay-offs
Article X	Teaching Assignments, Transfers, Vacancies
Article XI	Promotions
Article XII	Teacher Evaluations, Files and Discipline
Article XVIII	Benefits (Except that three (3) days of non-cumulative sick leave and one (1) non-cumulative personal day will be deposited in his/her leave account.)
Article XX	Compensation

**ARTICLE II
PAYROLL DEDUCTIONS**

Section 1 Dues Deductions

In accordance with the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, the Committee shall certify to the Treasurer of the Town of Saugus all payroll deductions for the payment of dues to the Association as duly authorized by employees covered by this Agreement.

**ARTICLE III
MANAGEMENT RIGHTS**

Except as expressly abridged or modified by this Agreement, the Committee (and the Superintendent) reserves and retains all the rights and customary functions of management, and the exercise of such functions shall not be arbitrable.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1 A grievance shall be any dispute involving wages, hours or conditions of employment. Only matters involving the interpretation or application of this Agreement, however, shall be arbitrable hereunder, except as arbitrability is further restricted under Article IV or other provisions of this Agreement.

Section 2

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views. No member of the bargaining unit shall be represented at the grievance procedure by an officer or representative of any other professional or labor organization other than that of the bargaining unit.
- C. Such grievance must be presented within ten (10) school days after the aggrieved employee knew of, or had reason to know of, the act or condition upon which the grievance is based.
- D. Should a grievance be filed at a time close to the end of the school year, both parties will cooperate to expedite the processing of the grievance. If a grievance is filed within the last five (5) schools days of the school year, the grievance shall be filed directly with the Superintendent.
- E. A grievance shall be deemed waived if it is not processed in accordance with the procedure and within the time limits specified in Section 3 of this Article.
- F. Responses at Levels I and II shall be in writing and shall be sent contemporaneously to the Association and individual grievant(s), if any.
- G. When in the judgment of the Association an alleged violation of the contract affects a group or class of teachers or is beyond the powers of the immediate supervisor at Level I to resolve the grievance, the Association may initiate the grievance procedure at Level II.
- H. Any incident which occurred, or failed to occur, prior to the effective date of this Agreement, or any matter on which the employee elects to litigate before an administrative agency or court of competent jurisdiction, shall not be the subject of the grievance or arbitration hereunder.
- I. No teacher will be discriminated against or subject to reprisal by reason of having participated in a grievance.

Section 3 **Grievances shall be processed as follows:**

- Level I** The Association and/or the unit member shall present the grievance to the immediate supervisor. The immediate supervisor shall meet within five (5) school days in an attempt to resolve the grievance and shall issue a written answer to the grievance no later than five (5) school days after the grievance hearing.
- Level II** In the event that the grievance is not settled at Level I, the grievance may be submitted in writing to the Superintendent within ten (10) school days of the written receipt of the immediate supervisor's decision. The Superintendent shall meet with the Association within ten (10) school days of his/her receipt of the grievance at Level II and shall attempt to resolve the grievance. The Superintendent shall issue a written answer to the grievance no later than fifteen (15) school days after the Level II meeting.
- Level III** If the grievance shall not have been disposed of to the satisfaction of the Association, or if no decision has been rendered at Level II within fifteen (15) school days after presentation of the grievance at Level II, the Association *may* submit the grievance to arbitration.
- The arbitrator shall be selected by mutual agreement of the parties within fifteen (15) school days after the Association notifies the District of its intent to submit the grievance to arbitration. If the parties fail to agree on an arbitrator, the arbitration will be filed with the American Arbitration Association.
- Expenses for the arbitrator's services shall be shared equally by the parties. The arbitrator shall be without power to alter, amend, add to or subtract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the committee, the Association and the employee(s) involved.

Section 4

A. Dismissal of a teacher with Professional Teacher Status

A matter involving the dismissal of a professional status teacher may be the subject of a grievance in accordance with the provisions of section 8 of M.G.L. c. 150E and, if an employee so elects, of binding arbitration in accordance with the provisions of G.L. c. 71, s. 42. Any grievance claiming that dismissal was not for just cause shall be arbitrated pursuant to G.L. c. 71, s. 42.

B. Dismissal of a Non-Professional Teachers' Status Teacher With More Than Ninety (90) Days' Service

If an employee so elects, a matter involving the dismissal of a non-PTS teacher who has been working for more than ninety (90) days, may be the subject of grievance up through Level II, at which level the grievance will be heard by the Superintendent in the normal manner for all grievances heard at Level II. The dismissal of a non-professional status teacher is not arbitrable under Article IV of this Agreement.

C. Non-Renewal of a Non-Professional Teacher's Status Teacher's Contract

A matter involving the non-professional status teacher's contract which may be the subject of a grievance will be heard by the Superintendent in the normal manner for all grievances heard at Level II. The non-renewal of a non-professional status teacher contract is not arbitrable under Article IV of this Agreement.

**ARTICLE V
STABILITY OF AGREEMENT**

Section 1 No alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2 With respect to any grievance involving the interpretation or application of this Agreement, the failure of the Committee or the Association to insist, in any one (1) or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Committee or the Association to future performance of any such term or conditions, and the obligations of the Association and the Committee to such future performance shall continue in full force and effect.

**ARTICLE VI
LAY-OFF**

Section 1 Should the Superintendent decide to reduce the number of positions in the bargaining unit due to a decrease in student enrollment, lack of work, subject area enrollment, or for any other reason, such reduction shall be consistent with the General Laws, and this Agreement. The non-renewal of non-professional status teachers is not considered a lay-off under this Article.

Section 2 Definitions: For the purpose of this Article, the following definitions shall apply:

- A. Seniority – Length of continuous employment in the bargaining unit measured from the first day from which compensation was received, including time spent on paid or unpaid leaves of absence; provided, however, that unpaid leave taken on or after September 1, 1990, shall not count toward seniority (but shall not constitute a break in continuous service). Employees who prior to September 1, 1990, had been approved to take unpaid leave shall be grand-fathered to receive seniority credit for such leave. Part-time teachers shall be credited with seniority on a proportionate basis.
- B. Qualified – For the purposes of Section 3(E) “qualified” means certified or possessing all requirements for certification by the Massachusetts Department of Education. For all other purposes of this Article, in addition to the preceding sentence, in order for a teacher to be “qualified” such teacher must have taken significant courses in the particular certification area or taught in that area in the last ten (10) years for at least three (3) years.
- C. Normal Attrition – Resignation, retirement, dismissal and other normal termination of employment.
- D. Area – At the secondary level, area means department. At the elementary level, area means Pre-K-5. A complete list of areas is included herein.

- (1) Secondary Departments
 - (a) Social Studies
 - (b) World Languages
 - (c) Consumer Science
 - (d) Technology Education
 - (e) Science
 - (f) Guidance
 - (g) Mathematics
 - (h) Language Arts – including English and Reading provided, however, that lay-off shall be by certification only within this area
 - (i) Computer Technology
- (2) Other
 - (a) Elementary Pre-K-5 including Reading teachers
 - (b) Art Pre-K-12
 - (c) Music Pre-K-12
 - (d) Nurses Pre-K-12
 - (e) Librarians
 - (f) Special Education Pre-K-12, by certification sub-specialty
 - (g) Physical Education Pre-K-12

Should new departments and/or classifications arise during the term of this Agreement, they will be added to the lists in sub-sections (1) and (2) as applicable.

Section 3 Layoff-off Procedure

- A. Layoff means an involuntary unpaid leave of absence to be granted by the Saugus Public Schools, provided the teacher has waived, in writing, subsequent to receipt of a notice of reduction in force, any present or future rights to a dismissal hearing s/he may have pursuant to Chapter 71, section 42 of the Massachusetts General Laws. (See Waiver form attached hereto as Appendix F.)
- B. Should the Superintendent determine that a lay-off is to occur in one or more areas, the following procedure shall be followed:
 1. To the extent possible, normal attrition will be used to reduce the number of positions in the area involved.
 2. Teachers not under regular contract, such as permanent substitutes, will be laid off first.
 3. Those filling in for leaves of absence in the area affected will be laid off next.
 4. Teachers not holding regular Massachusetts teaching certificates will be laid off next in the areas as defined in Section 2(d).
 5. If further reductions are needed following (a) through (d), then no Professional Teacher Status (PTS) teacher shall be laid off if there is a Non-professional Teacher Status (NPTS) teacher holding a position which the PTS teacher is qualified to fill.

6. Unit members shall be considered to fall within that area in which they are scheduled for at least fifty per cent (50%) of their assigned work load. For the purpose of a reduction in force, job performance and the best interest of the students shall be determinative. A teachers' job performance and a student's best interest shall be defined as the teachers past three (3) summative overall evaluation ratings as compared to other teachers past three (3) summative overall evaluation ratings in the discipline targeted to be reduced. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.
7. Before a PTS teacher is laid off, s/he will be notified of available vacancies that are anticipated for the following September.
8. Transfers shall not occur until unit members impacted by reduction in force are placed.

Section 4 – Reductions in positions may be effective only as of the first day of any professional work year. Teachers to be laid off shall be notified by June 15 preceding the effective date of the lay-off. Such notice requirement shall not be applicable to employees who are otherwise properly laid off following an arbitration award that alters a lay-off selection/decision by the Superintendent.

Section 5 Rights of Teacher on Lay-off

Only those teachers having professional teacher status shall be entitled to rights under this section.

- A. There will be a recall period for any teacher laid off that shall be twenty-four (24) months from the effective date of the lay-off.
- B. Teachers will be recalled in the reverse order of lay-off to fill only those vacancies for which the teacher is qualified at the time of recall.
- C. Should more than one position be vacant for which a recalled teacher(s) is qualified to fill, preference of choice will be given to the most senior teacher recalled.
- D. A teacher recalled under Section 5 who refuses the vacancy shall be bumped four (4) positions down in the recall list or to the bottom of the recall list, whichever position is higher. A teacher who refused an offer for a full-year vacancy for which such teacher is certified, which offer was tendered prior to August 15, shall lose recall rights unless the teacher has previously signed a written contract to teach elsewhere.
- E. During the recall period laid-off teachers shall have absolute preference for all substitute assignments in the reverse order of their lay-off.

Section 6 PTS teachers with five (5) or more years of service who are laid off pursuant to this Article shall be compensated for unused sick leave under Section 6 of Article XVIII.

ARTICLE VII WORKLOAD AND TEACHING HOURS

Section 1 Except as may be specified to the contrary in other sections of this Article, the current practice with respect to work year, vacation periods, hours and workload for teachers will remain in effect during the life of this Agreement, provided that nothing in this Article shall be construed to limit the right of the Committee to determine the length of the school year or the school day for pupils, as provided under regulations of the Massachusetts Board of Education.

A. Work Year and Work Day

The work year will terminate no later than June 30th, but will in no event be longer than one hundred eighty-three (183) days.

B. The student starting and dismissal times shall be as follows:

Saugus Middle High School Complex	7:50 a.m. - 2:15 p.m.
Belmonte STEAM Academy	8:05 a.m. - 2:05 p.m.
Veterans Early Learning Center	8:30 a.m. - 2:30 p.m.

- C.** The teacher workday shall begin ten (10) minutes prior to the student day and will end ten (10) minutes after the end of the student day except at the Saugus Middle High School complex where the teacher work day shall begin at the start of the student day and end at the end of the student day.
- D.** Under no circumstances will a teacher leave the building until after the last child under his/her control has left the teacher's area of responsibility. In the event, however, any child remains after the end of the teacher work day because a parent or caregiver has not arrived to pick up the child, the teacher shall take the child(ren) to the Principal's office and the Principal shall take charge of the child(ren).
- E.** Elementary teachers are expected to schedule parent conferences with each parent twice a year, one (1) in the fall and one (1) in the spring. Two (2) early release days in the fall and two (2) in the spring shall be provided for this purpose. These conferences can be conducted remotely or in person. Pending School Committee approval of the School Year calendars, one hour early dismissal time at the elementary level will be set aside on a weekly basis for Weekly Data Meetings.
- F.** *Teachers at the High School and Middle School are to be available after student dismissal time for extra help two (2) days each week for forty (40) minutes. If no students come for help, teachers may leave twenty (20) minutes after the dismissal bell. Elementary teachers are to be available as needed, with the extra help time to be scheduled by the individual teacher.*

Section 2 Faculty meetings designated by the Superintendent or by a Principal or coordinator shall not exceed ten (10) in the school year. Formerly in the CBA fourteen (14) faculty meetings were scheduled. They have been reduced to ten (10). Those four (4) hours will constitute four (4) hours of the 183rd day; together with four (4) hours formerly used as evening parent-teacher conferences on the secondary level.

Faculty meetings shall not exceed 60 minutes. Faculty meetings can be held remotely. Employees shall be given a schedule of faculty meetings for the full year at the first faculty meeting in September, however this shall not preclude the Principal of each school from rescheduling meetings or scheduling additional meetings (not to exceed ten) if circumstances require 48 hours advance notice.

Section 3 **Aide Time/Preparation Time/Common Planning Time**

- A. Except as otherwise provided in this Article one (1) preparation period per day will be scheduled. Teachers will be expected to devote preparation periods to professional duties.
- B. Each Pre-K-5 unit member shall be granted one (1) preparation period of not less than forty (40) minutes in length each work day.
- C. Additionally, each elementary teacher will be provided one (1) common planning period every seven (7) work days.
- D. An elementary school teacher will not be required to remain in the classroom during the period(s) when an elementary special subject teacher is in charge of the classroom. The classroom teacher will cooperate with the special subject teacher in the maintenance of lesson continuity.
- E. Before final schedules are adopted for elementary special subject teachers, the supervisors, acting under the direction of the Superintendent, will review such schedules so as to create additional opportunities for elementary preparation time.

Section 4 **Substitute Services by Unit Members**

- A. When a unit member volunteers to provide classroom coverage during his/her preparation period because a substitute is not available, s/he shall be compensated at the rate of twenty-five dollars (\$25.00) per preparation period, provided the Principal has approved such coverage in advance.

Under extraordinary circumstances such as a teacher becoming ill during the school day when no substitute is available, a teacher may be requested to teach a class or to supervise study hall during a previously scheduled preparation period and compensation shall be at the rate of twenty-five dollars (\$25.00) per period.

- B. When an elementary special subject teacher (Music, Art and Physical Education) substitutes, causing the loss of his/her preparation time, s/he will be compensated at the rate of twenty-five dollars (\$25.00) per period.
- C. If an elementary classroom teacher loses a preparation period because substitutes are not available to teach art, music, or physical education, the teacher will be compensated at the rate of twenty-five dollars (\$25.00) for each period missed.
- D. At the Middle School, if sufficient numbers of substitutes are not available to cover all teacher absences, substitutes will supervise uncovered students in the auditorium or cafeteria when those rooms are available, so that classroom teachers will not lose preparation periods.

Section 5 **Class Assignment of Teaching Personnel**

- A. Every effort shall be made to assign teaching personnel in accordance with the following standards:
- (1) No more than five (5) teaching periods per day involving no more than three (3) preparations.
 - (2) No more than three (3) consecutive teaching periods.
 - (3) Adequate travel time between buildings will be taken into consideration in the assignment of special subject teachers.
- B. If every effort has been made to meet the standards and should any of the above standards not be reached for a unit member, the Superintendent, or his designee, and the Association President, or his designee, shall meet to review options.

Section 6 **Part-time Unit Members**

- A. Part-time teachers shall have duties, preparation time and meeting responsibilities in direct proportion to the percentage of teaching time for which they are compensated.
- B. Every effort shall be made to schedule consecutively the teaching, preparation and duty responsibilities of part-time teachers.
- C. When more than one hundred percent (100%) of a position is available, part-time unit members shall be offered the work before it is offered to other unit personnel or advertised outside the system. No part-time teacher, however, shall be offered additional work prior to a PTS unit member on lay-off being given the opportunity. Such work accepted by a laid off teacher shall not in any way impact his/her recall rights under Article VI.

Section 7 Any unit member with Professional Teaching Status (PTS) who is involuntarily transferred shall submit a reasonable request for necessary curriculum materials that will not exceed \$650 to the building principal. The Superintendent will determine if these requests can be equitably accommodated. The Superintendent's decision in this matter shall not be subject to a grievance in cases where the district can supply the requested curriculum materials to the teacher's classroom.

Section 8 Unless otherwise restricted by the external requirements of a grant, any remedial education, tutoring or other instruction shall be offered to existing unit members prior to anyone else being hired. The Superintendent shall provide the Association with a copy of the final grant document.

Section 9 Nurses, Counselors, and other Non-Classroom Related Service Providers will schedule a lunch period equal to the length of the unit member lunch in the building during the day. The administration agrees not to intrude on this time. These association members, however, understand that they must respond to emergencies in the building. In the event that an employee loses all or a portion of the identified lunch period, they will reschedule their lunch.

Section 10
The building Principal shall evaluate the nurses. The evaluation shall be only on the basis of non-medical criteria.

**ARTICLE VIII
NON-TEACHING DUTIES**

Section 1 In the absence of federal funds, every effort will be made to obtain volunteers for the performance of non-teaching duties before assignments are made. If the assignment of teachers to non-teaching duties becomes necessary, such assignment(s) shall be made on a fair and equitable basis.

Section 2 Nurses, Counselors, and other Non-Classroom Related Service Providers will not be assigned to a non-teaching duty as it is implied that their traditional workday includes the duties of their specific role. Administration may, in a time of critical need, assign one of these employees to a non-teaching duty, but if this is the case, it should be done equitably.

ARTICLE IX CLASS SIZE

Section 1 The Committee and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore they agree that the class sizes stated below shall serve only as a desirable standard, and provide a goal for the Saugus schools.

Grades K-2	18
Grades 3-5	20
Grades 6-12	24

On April 1, the School Committee will furnish a report to the Association of all class sizes within the district and will meet and discuss instances over the limits stated below with the Association President.

Section 2 Failure to achieve the class sizes set forth above shall not be subject to the grievance and arbitration procedure.

ARTICLE X TEACHING ASSIGNMENTS, TRANSFERS AND VACANCIES

Section 1 Teachers, other than newly appointed teachers, will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subject that they will teach, and any special or unusual classes that they will have, as soon as practical and under normal circumstances not later than June 15.

Written requests for transfer from one school building to another, filed with the Superintendent no later than May 1, shall be considered by the Superintendent in accordance with the length of service in Saugus and shall be honored to the extent that they are compatible in the judgment of the Superintendent with the best interests of the system.

If the Superintendent determines that further reassignments are necessary, teachers will be notified immediately.

Section 2 In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate and/or their major or minor fields of study.

Section 3 In making changes in grade or subject assignment, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict in the judgment of the Superintendent, with the best interest of the school system and the pupils.

Section 4 In arranging schedules for teachers who are assigned to more than one (1) school, every effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable, and teachers who are assigned to more than one (1)

school per day shall receive the itinerant teachers stipend for all inter-school driving done by them in the discharge of their duties.

Section 5 Subject to Section 2 of this Article, the Superintendent reserves the right to reassign or transfer a teacher, voluntarily or involuntarily, temporarily or permanently, from one (1) school building to another in the best interests of the school system as s/he may determine.

When a reduction in the number of teachers in a school building is necessary, consideration shall be given to qualified volunteers before transfers are made. Except in situations of emergency, any involuntary reassignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which meeting the teacher shall be notified of the reasons for the reassignment or transfer. Any complaint that the Superintendent has acted arbitrarily or capriciously in effecting an involuntary transfer shall be subject to the grievance procedure but shall not be arbitrable.

Section 6 All other educational and practical administrative considerations being equal, the Superintendent or Principal will avoid assigning teachers with long service to "floating" or frequent moving from classroom to classroom during the school day.

In the event that such assignment is unavoidable, such senior teacher will be notified in advance of such assignment and will be given an explanation why such assignment was necessary. Any dispute hereunder may be grieved, up through but not beyond, the level of Superintendent.

Teachers whose students are no longer in class at the high school may be assigned to float on a daily basis for up to four (4) weeks in the spring, after seniors have been released for the year.

Section 7 A vacancy shall be defined as any permanent teaching position in the bargaining unit.

- A. When a vacancy exists and the Superintendent intends to fill such vacancy, every effort will be made subject to educational considerations to fill such vacancy within sixty (60) school days from the time in which the vacancy initially occurred.
- B. Prior to filling the vacancy, the Superintendent shall post the position in each school to enable interested teachers to apply for a transfer to the vacated position. Such posting of positions shall be limited to the initial vacancy(ies) that results from the transfer of a teacher to the initial vacancy.
- C. If a vacancy is to be filled at the beginning of a school year, a teacher about to be laid off, who in the judgment of the Superintendent is qualified to fill the vacancy, shall be given first preference. Second preference will be given to a qualified teacher with recall rights under Article VI, Section 5. Teachers, who request a transfer after the posting pursuant to Section 7(b), shall then receive preference under the conditions of Section 1.

Section 8 Teachers at the middle school and at the high school are expected to leave with the Principal lesson plans for their students to be implemented when a substitute teacher is in charge.

Section 9 **Provision for School Closing and/or Reduced Number of Positions in a School(s)**

Notwithstanding any provision of the Agreement to the contrary, any teacher who is not being laid off but who must be transferred either because the school or schools to which s/he is assigned has been or is going to be closed and/or because there is going to be a reduction in the number of students in

the school or schools to which s/he is assigned shall be reassigned to his/her new position no later than May 31.

The Superintendent shall make every reasonable effort to honor the preferences of the teacher so displaced and relocated. Before such displacement is implemented, volunteers for transfers from the affected school or schools shall be sought and the volunteer who, in the discretion of the Superintendent, is best suited for the reassignment will be reassigned in an effort to avoid such involuntary displacement.

ARTICLE XI VACANCIES AND OTHER AVAILABLE POSITIONS

Section 1 For the purpose of this Article, the Superintendent agrees to post all non-unit positions within the school district and any position within this unit, including those paying a salary differential or stipend under this Agreement. The remaining sections of this Article shall apply only to all unit positions.

Section 2

Whenever a vacancy occurs, and the Superintendent intends to fill such vacancy, or a new position is created, the position will be publicized by the Superintendent by means of a notice posted in the main office in every school, on the school district website for a period of fifteen (15) school days and a copy emailed to all members of the Association.

In all situations, the posting shall contain the date of the posting, the qualifications for the position, the position's duties and rate of compensation shall be included. The President of the Association shall receive a copy of said notice in advance of the posting.

Section 3 Due weight will be given to the professional background and attainments of all applicants, length of service in the Saugus School System and other relevant factors. When, in the judgment of the Superintendent, the qualifications of the candidates are relatively equal, preference will be given to qualified teachers already employed by the Superintendent. Each teacher applicant not selected and already employed by the Superintendent, upon request, shall receive from the Superintendent a written explanation of why the successful applicant was selected. Time spent in an acting appointment shall not be used as an indicator of superior qualifications for the position. The Superintendent shall be the sole judge of qualifications, providing that his/her judgment shall not be exercised arbitrarily.

Section 4 Whenever practicable, vacancies in promotional positions will not be filled sooner than thirty (30) days after which the vacancy has been posted (except on a temporary basis) nor ordinarily later than sixty (60) days after notice of selection has been given to the applicants.

ARTICLE XII EVALUATION, FILES AND DISCIPLINE

Section 1 **Purpose of Evaluation**

The purposes of evaluation, as set forth in 603 CMR 35.00, are:

- To promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability standards and indicators as outlined in the teacher rubric.
- To provide a record of facts and assessments for personnel decisions.
- To ensure that every school committee has a system to enhance the professionalism and accountability of teachers that will enable them to assist all students to perform at the highest level.
- To assure effective teacher leadership.

Section 2 **Educator Evaluation**

Evaluation, Files, and Discipline: Section 2: Educator Evaluation.

Change: Educator Evaluation is based on the Massachusetts Model System for Educator Evaluation. The parties agree to utilize the DESE forms, including the updated rubrics, referenced in Appendix B. The Educator Evaluation includes a five step assessment cycle to support continuous improvement and effective implementation of the educator evaluation framework. The Educator Evaluation forms are located in the electronic system of record for the district, currently Teachpoint.

Section 3 **Evaluation Cycle**

Teachers with Professional Status (PTS) shall continue to receive a summative evaluation at least once every two years. Teachers with Non-Professional Teaching Status (NPTS) shall continue to receive a summative evaluation each year.

- Self-Assessments may be completed in the spring or fall. Self Assessments are not required to be uploaded to the district's electronic system of record. For PTS teachers, spring evaluations are equivalent to a self-assessment.
- When setting goals for an Educator Plan, evaluators and educators shall consider creating goals for teams, departments, or groups of educators who share responsibility for student results. Non-PTS teachers, by recommendation of their evaluator, may focus on technical skills like management/planning as part of their Educator Plan.
- The formative assessment may be ongoing throughout the evaluation cycle, but typically takes place mid-cycle. The formative assessment may

be completed in the mid year for Non-PTS teachers. It should focus on 2-3 targeted areas of improvement provided by the evaluator in writing and/or via a face-to-face conference.

- For a two year Self-Directed Growth Plan, a formative assessment takes place at the end of the first year of a two year cycle. For a one-year plan, the formative assessment can be on-going and/or at the mid year. The required form includes the Goal-Setting and Plan Development form.
- All evidence shall be uploaded in the electronic system of record. Target indicators are set by the state, district, and/or school depending on annual goals. The collection of evidence will follow the evaluation cycle, so that Non-PTS teachers shall submit evidence on an annual basis. PTS teachers shall submit evidence based on their individual evaluation cycle. Teachers should limit their submissions to 3-4 artifacts per target indicator; 1-2 at a minimum. Educators are able to use artifacts across indicators.
- The educator shall have the opportunity to respond, in writing, to the formative assessment. If an educator receives a formative assessment or formative evaluation that differs from the summative rating, the evaluator may place the educator on a different educator plan, appropriate to the new rating.
- The evaluation cycle shall include a summative evaluation. This includes an overall rating of the educator's performance based on their performance against Performance Standards and evidence of the progress towards the Educator Plan goals.

Section 4

Teacher Observation

Teacher observation requirements and practice are articulated in the Massachusetts Model System for Educator Evaluation, which outlines teacher expectations of observation and conditions specific to teachers with professional status (PTS) and teachers without professional status (NPTS).

Every member of the bargaining unit receives observations based on their evaluation cycle. Educators may choose to set up an announced observation as either a video or in-class observation by the Evaluator/Educator. Observation types can be a combination of video, walkthrough, unannounced and/or announced observation.

While no time limit is required by DESE under 603 CMR 35.00m evaluators will use a guideline of a 5 minute minimum for a walkthrough, 10 minute minimum for an unannounced or video observation; and a 15 minute minimum for announced observations. During walkthroughs, with the exception of looking at management practices, evaluators should work to avoid the first and last five minutes of a class.

Pre-observation conferences are not a mandatory part of the announced observation, but are optional for both the Educator and Evaluator. Post-observation conferences are short (15 minutes or fewer) and targeted

conversations (immediately after or within 5 school days) of unannounced and/or announced observations in-person or via video conference.

All observations shall be conducted openly and with full knowledge of the Educator. For an announced observation, an Educator shall be furnished with a copy of their written observation within five (5) school days of the post-observation conference. An educator will receive written feedback for unannounced observations or walkthroughs within 3-5 school days. Video observations may take up to 10 school days for a written response. Within ten (10) school days after receipt of a written observation or feedback, an educator may attach a written response.

Section 5 **Notification of Evaluator**

Educators shall be notified by September 15 who their primary evaluator will be. All educators, including itinerants, shall be evaluated by their principal or administrative designee.

Section 6 **Educator Personnel File**

Record of all written documents related to educator evaluation shall be maintained in the electronic system of record for the district and shall not be deemed confidential hereunder.

An educator shall have the right, upon request, to review the contents of their personnel file, which are neither confidential nor privileged under law, at any reasonable time, in the presence of the Superintendent or designee, and to request reasonable photocopies, and may, at request, be accompanied by a representative of the Association. The educator will acknowledge that they have had the appointment to review their file by offering their signature thereto on a place designated thereon.

New material derogatory to an educator which has been placed in the educator's personnel file (with a copy furnished to the educator with written notice that the material has been placed in their file) shall be expunged from the file within three (3) years unless sooner merged into a written evaluation report, written reprimand, or other disciplinary action.

Section 7 **Complaints**

Complaints regarding a teacher made to any member of the administration by any parent or other persons shall be promptly called to the attention of the teacher. If in such administrator's judgment a conference is required, such administrator shall arrange for a conference between the complainant, the teacher, and the administrator.

Section 8 **Joint Labor-Management Evaluation Team**

A Joint Labor-Management Evaluation Team shall be comprised of four (4) educators selected by the Association and four (4) administrators selected by the Superintendent with the approval of the School Committee to review the evaluation process and procedures annually and make written recommendations for adjustments to the Superintendent for improvement and/or amendment to comply with state regulation. The Committee shall meet at least four (4) times a year to address the incorporation of any regulatory requirements and to discuss the effectiveness of the evaluation system.

Section 9 **Training**

The district will provide training to all evaluators prior to any evaluations. The district will provide training for new educators annually on the Saugus growth and accountability system. Training on Teachpoint for educators who need it will be required; as all documents will be submitted electronically going forward.

Section 10 **Just Cause**

No educator with professional teacher status will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional disadvantage by a principal or any other of the administration without just cause.

Section 11 **Right to Representation**

Any educator that could or will be disciplined by a member of the administration shall be entitled, upon request, to have a representative of the Association present.

Reprimanding and disciplining of teachers shall not be conducted in the presence of students or staff and shall be done privately.

Section 12 **Management Rights**

It is expressly understood that the Committee retains all the rights and obligations which it has under law.

ARTICLE XIII SPECIAL SUBJECT TEACHERS

The Superintendent and the Association agree that an adequate number of competent special subject teachers is essential to the operation of an effective educational program. To this end, where practicable and possible and where circumstances warrant, the Superintendent will strive to increase their number.

ARTICLE XIV TEXTBOOKS

Section 1 The Committee shall provide sufficient curriculum resources for all pupils during classroom hours. Sufficient quantities of textbooks and other curriculum resources required by curriculum changes shall be made available to teachers as soon as practical before such curriculum

changes are effective. Paper-based materials must be provided to students if they are unable to access online materials at home.

Section 2 Recognizing the statutory responsibility of the School Committee for the adoption of textbooks and also the professional competence of the staff relative to textbook selection, the Committee and the Association agree, that the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at, through joint discussions among teachers and administration, subject to the final approval of the Committee.

ARTICLE XV FACILITIES

Section 1 When practicable and possible, each school will have the following facilities:

- Space in each classroom in which teachers may safely store instructional materials and supplies.
- A teacher work area containing adequate equipment and supplies for the preparation of instructional materials.
- An appropriate, furnished room, which will include a telephone, to be reserved for the exclusive use of teachers as a faculty lounge. It is understood that this provision shall be deemed inoperable and impossible in any school building which has no teachers' room and no available space for a teachers' room on the effective date of this Agreement.
- A serviceable desk and chair for the teacher in the classroom.
- A communication system (electronic or human) so that teachers may communicate on professional requirements.
- Well-lighted, clean and properly supplied teacher rest rooms.
- A separate and adequate dining area for the exclusive use of the professional staff.
- An adequate portion of the parking lot at each school is reserved for teacher parking.
- Adequate facilities at the secondary level for private teacher-student conferences during or after the school day.

Section 2 Should any facility in existence on the effective date of this Agreement become inoperative during the life of this Agreement, the Association shall call this condition to the attention of the Superintendent and every effort will be made to restore the facility as soon as possible.

ARTICLE XVI PROTECTION

Section 1

- A. Teachers will immediately report in writing to the Superintendent all cases of abusive conduct and/or torts suffered by them as well as any threats by students on the premises

or otherwise in the course of their employment and the Superintendent will take appropriate action.

- B. The Superintendent shall forward the report to the Committee. The Superintendent will comply with any reasonable request from the teacher for information in the School District's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. The Superintendent reserves the right, to the extent permitted by law, to reimburse the teacher for:
 - (1) Damage or loss of clothing or personal property suffered by a teacher in any such incident and not otherwise compensated by insurance.
 - (2) The cost of any medical, surgical, or hospital services suffered by a teacher in any such incident and not otherwise compensated by insurance.

Section 2 **CORI Checks**

- A. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless an occasion arises that necessitates a new CORI check.
- B. Unit members shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Unit members shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.
- C. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment a unit member may request in writing that s/he be given his/her reports. Such reports shall be provided to the unit member within ten (10) days of the request.
- D. After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the unit member who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth of Massachusetts.
- E. Should the provisions of the statute change or should the interpretation of the existing statute change by way of case law, regulation or other official interpretation and affect any of this Section 1D or such interpretation of the statute, the statute shall prevail and the contract shall be revised to reflect said changes.

ARTICLE XVII **NO STRIKES AND NO LOCKOUTS**

The Association shall not cause or sponsor and no professional employee(s) shall cause or participate in a strike, work stoppage or withholding of contractually required services. The Committee agrees not to lock out any members of the unit during the term of this Agreement.

ARTICLE XVIII BENEFITS

Section 1 Except as provided in Section 2 of this Article or in other provisions of this Agreement, all benefits (as, for example, sick leave of absence) specified as written Committee policies in force on the effective date of this Agreement shall remain in force for the duration of this Agreement.

A joint committee will review the current written Committee policies in order to incorporate benefits directly into the contract. This clause is designed to clarify, but not reduce, current benefits protected by the contract.

Section 2 **Sick Leave**

- A. In case of a personal illness or accident (occurring away from the job) teachers and nurses regularly employed by the Saugus School Committee who were hired on or before August 31, 1999 shall be allowed fifteen (15) sick days leave each school year. Teachers and nurses regularly employed by the Saugus School Committee who were hired after August 31, 1999 shall be allowed to have twelve (12) sick days leave each school year. A doctor's note will be required after three (3) consecutive days of absence. There will be no limit to the number of sick days that may be accumulated. A .5 sick day may be used when a teacher leaves early or arrives late due to illness.
- B. A professional staff member who goes on leave or terminates employment during the first thirty (30) calendar days of a school year shall be awarded sick leave prorated on the percent of the calendar days preceding the leave or termination. After the thirtieth calendar day, all applicable days shall be deemed earned.
- C. Teachers may use their accrued sick leave days to care for an immediate family member. Immediate family members are defined in Section 10(B) of this article."

Section 3 **Personal Leave**

- A. Each teacher shall be granted up to three (3) days per school year for the purpose of transacting or attending to imperative legal business, household, or family matters impossible to transact during non-school hours, or other cogent personal purposes. These days shall be non-cumulative, except that not more than one (1) personal leave day may be carried over to a subsequent year. Paid leave for the purpose of observing a religious holiday shall be granted exclusively through available personal days hereunder. Teachers shall be allowed to take half personal days.
- B. The amount of personal leave per day will be limited to ten (10) personal days in the 6-12 complex, five (5) personal days in the upper elementary, and five (5) personal days in the lower elementary per building. Although prior permission of the principal will not be required, written notice of intention to take such leave will be filed with the principal not less than one week in advance in order to ensure adequate coverage. Where the one week notice is either a hardship or an impossibility, or where a personal day is required

under emergency conditions, notice to the principal will be given as soon as possible. Personal days will be granted on a first come first serve basis. Requests for personal leave will be submitted to the principal and time stamped in the principal's office. Personal days shall not be granted on the scheduled work day before or after a holiday, vacation period, or other leave of absence. Notwithstanding any contrary provision of this section one (1), but not more than one (1), personal day as approved by the principal may be used for the purpose of professional betterment.

Section 4 Unit members who display a pattern of abuse with respect to sick leave and/or personal leave will be subject to progressive discipline. If a unit member takes zero (0) or one (1) sick day/personal day in a calendar year, they may use a "floating" personal day, which can be used at any time during the next academic year, with the only restrictions being the building based caps referenced in Section 3B of this article.

Section 5 **Sick Leave Bank**

- A. Upon the effective date of this Agreement, a sick leave bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established. Eligible members shall be those teachers who have completed one (1) full year of service in the Saugus School System.
- B. At the end of every school year, members of the Association may donate up to 5 sick days to the sick leave bank if they so choose. At the beginning of every school year, the School Committee shall fund the bank by deducting one (1) day from the annual allotted days of sick leave from each eligible member of the professional staff covered by this agreement if the sick leave bank has less than two hundred (200) unused days. Not more than three hundred (300) unused sick leave bank days in the aggregate may be accumulated from year to year up to a maximum of five hundred (500) days. No teacher shall be deemed to have any interest vested or otherwise in the sick leave bank days.
- C. The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed fifteen (15) days.
- D. Upon completion of the initial fifteen (15) day grant period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- F. The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at its discretion and two (2) members shall be designated by the Association. The sick leave bank committee shall determine eligibility for use of the bank and the amount of leave to be granted. The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and the amount of leave:
 - Adequate medical evidence of serious illness;
 - Prior utilization of all eligible sick leave;

- Length of service in the Saugus School System.

- G. If the sick leave bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional days will be deducted from the teacher's annual fifteen (15) or twelve (12) days of sick leave.
- H. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- I. Upon returning from leave using the sick leave bank, a professional staff member shall be eligible to apply to the bank for up to five (5) supplemental days to be used to cover illness for the duration of that school year. At the close of the school year, all unused supplemental days will be returned to the sick leave bank. Such application shall not require a physician's statement.

Section 6 Retirement Benefit/Death Benefit

A. On the death of a teacher hired prior to September 1, 1999, the teacher's estate shall be entitled to compensation for unused accumulated sick leave at full per diem salary up to a maximum of one hundred (100) days. Per diem salary will be computed on the basis of the teacher's step and column as applied to the salary schedule in effect in the year of retirement if retirement occurs during the life of this contract. The per diem shall not increase in any future contract years after August 31, 2002. The Committee and the Association shall consider alternatives to the existing benefit, including a 403B plan, during the term of this agreement.

B. A teacher hired prior to September 1, 1999, shall be entitled upon retirement to the same buy back benefit subject to the per diem capping as of August 31, 2002. To be eligible for this benefit, the teacher must give a minimum of one (1) year's written notice of retirement to be effective the following June, unless such notice is excused by the sick leave bank committee for emergency reasons.

Section 7 Child-rearing/Adoption Leave

- A. A male or female teacher on Professional Teaching Status will be granted adoption or child-rearing leave of absence without pay or increment for a period of up to two (2) years. This two (2)-year limit shall be strictly enforced. Return to service will normally be at the beginning of the school year unless otherwise approved by the Superintendent. Notice of intent to return must be given by the teacher by April 1 of the school year preceding the year of return.
- B. A teacher planning to take sick leave for childbearing and a subsequent child-rearing leave shall file a letter of notice with the Superintendent at least thirty (30) days in advance of the anticipated date on which the leave is to commence.

Section 8 Sabbatical Leave

- A. Not more than two (2) teachers, each with not less than seven (7) consecutive years of teaching service in Saugus, will be eligible for a sabbatical leave. Such leave may be for one-half (1/2) year or for one (1) year for the purpose of professional betterment in or related to a teacher's area of certification.

- B. A teacher wishing such leave shall apply in writing by April 1 of the school year preceding the leave. Granting of such leave will not be unreasonably withheld, and teachers taking such leave will be granted their normal contractual salary (one-half [1/2] salary in case of one-half [1/2] year leave) less the cost of the salary of the permanent substitute replacement.
- C. The parties agree that notwithstanding Article VI, a teacher on sabbatical leave shall be replaced by a permanent substitute. Upon returning to the system, a teacher will be obligated to serve a period equal in length to twice that of the leave period.

Section 9 Professional Development Days

The Superintendent or his designee shall grant up to seventy (70) professional leave days per year for the purposes of attending workshops, conferences and visiting other school districts. All bargaining unit members are eligible for such leave. An additional fifteen (15) professional leave days may be granted by the Superintendent.

Section 10 Bereavement Leave

A. Three (3) days of bereavement leave shall be granted on each occasion, without loss of pay, in case of death in the immediate family. These three (3) days are allowable within each school year; they are not accumulative. When extenuating circumstances arise, an extension of bereavement time to five (5) days may be granted at the discretion of the Superintendent. Teachers may take one (1) day of bereavement leave upon the death of an aunt, uncle or cousin.

B. For the purpose of interpreting this section, the immediate family of a teacher shall include a spouse, child, parent, grandparent, sibling, mother or father-in-law, significant other, or any other relative who, to the satisfaction of the Superintendent, is considered to be a member of the immediate family.

Section 11 Military Leave

Unit members who are in the reserves or National Guard shall be entitled to leave with pay when called for temporary active duty of thirty-four (34) days or less in any state fiscal year, and seventeen (17) days or less in any federal fiscal year, provided such obligations cannot be fulfilled on days when school is not in session. Unit members shall be paid the difference between their regular pay and the pay they receive from the state or federal government.

Any unit member who is called to active duty for longer than thirty-four (34) days shall be considered on paid leave for the first year of his/her obligation, and shall be paid in accordance with the language in paragraph 1. Said unit member will also have the option of remaining in the health insurance program offered by the town. S/he will be responsible to make the member's contribution at the existing group rate. For active duty obligations beyond one year, the unit member will be considered on unpaid leave, but will still have the option of participating in the group health benefit program. Upon return to the Saugus Public Schools, the unit member will be placed on appropriate salary step, commensurate with his/her position upon being called to active duty.

Any unit member who enlists shall be granted leave without pay for the term of his/her enlistment, and shall be reinstated to a substantially equivalent position upon his/her return to the Saugus Public Schools, notwithstanding any reductions in force that might have occurred during the course of

his/her enlistment. Upon his/her return to the Saugus Public Schools, said unit member will be placed on the appropriate salary step, commensurate with his/her position when the unit member enlisted.

Section 12 **Early Retirement**

- A. A bargaining unit member who gives written notice to the Superintendent no later than June 30 of the school year preceding the school year in which the unit member retires shall be eligible to participate in the early retirement program. Any bargaining unit member who wishes to rescind a letter of resignation must do so by December 31st of the school year in which the teacher has given notice that s/he intends to retire. Any rescission attempted after December 31st shall be ineffective.
- B. The unit member must:
- Have served 20 years in the Massachusetts teachers retirement system
 - Submit the letter of intent before June 30 and serve the following school year.
- C. The unit member shall receive at the end of the retirement year a lump sum payment in accord with the following schedule:

<u>Age when payment is received</u>	<u>Amount</u>
55	10,000
56	9,500
57	9,000
58	8,500
59	8,000
60	3,000
61	2,000
62	1,000
63	500

Section 13 **403B Plan**

- A. A teacher hired after September 1, 1999 shall be eligible to participate in the existing 403B Plan and, if such teacher participates, the employer shall match the amount of his/her contribution up to \$600.
- B. Other teachers shall not be precluded from participating in the existing 403B Plan, but the employer shall not contribute matching amounts to any teacher hired on or before September 1, 1999.

Section 14 **Flexible Benefit Plans**

- A. The previously negotiated Before-Tax Health Insurance Premium Payment Plan, adopted by the Town and currently in force, is hereby incorporated by reference.
- B. To the extent permitted by law, the Committee will implement a cafeteria plan/salary reduction plan to pay pre-tax for unreimbursed medical expenses and/or dependent care assistance.
- C. Implementation of such plans for this bargaining unit and other School Department employees shall be at no cost to the School Department.

Section 15 **Family and Medical Leave Act ("FMLA")**

Leave taken under this Agreement shall be credited against FMLA entitlement to the extent permitted by law.

Section 16 **Long Term Care Plan**

The membership shall have access to the Long Term Care Plan identified by the Saugus Educators Association.

ARTICLE XIX
GENERAL

Section 1 Neither the Committee nor the Association shall discriminate against any teacher on the basis of race, creed, color, religion, nationality, sex, marital status, age discrimination, sexual identity, handicap and disability, membership or non-membership in the Association or participation in its activities.

Section 2 The private or personal life of a teacher is not within the appropriate attention or concern of the Superintendent except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system. Subject to the preceding sentence, teachers will be entitled to full right of citizenship and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Section 3 **Induction and Mentoring Program**

- A. The purpose of the induction and mentoring program is to ensure that each bargaining unit member new to the system receives guidance, information, support and training in accordance with MGL. C. 71, Section 38G as s/he undertakes his/her professional role and responsibilities.
- B. No later than May 31 or when Appendix A-3 positions are posted for each school year, the administration shall post the positions of New Teacher Mentor(s) (mentors) electronically. In addition to the posting requirements of the collective bargaining agreement, the posting shall include the anticipated number of mentors needed. If subsequent to May 31 it is determined that additional mentors are needed, the positions shall be posted as above.
- C. All communication between the mentor and the mentee is confidential. Any written materials shall be used only within the mentoring process.
- D. SEA-SSC Joint Committee: A joint committee, composed of four (4) members appointed by the SEA and four (4) members appointed by the Superintendent, shall review induction and mentoring issues and send their recommendations to the SEA and the SC. The work of the committee shall be completed no later than June 1 for the following year. Agreements reached on induction and mentoring by the SEA and the SC shall be subject to ratification by the parties.

Section 4 If any provision or application of this Agreement shall be found contrary to law all other provisions or applications of this Agreement will continue in force.

Section 5 The Saugus Public Schools shall abide by the statutory and regulatory requirements of the Department of Education and the Massachusetts General Laws.

Section 6 **Joint Labor-Management Committee**

- A. A Joint Labor-Management Committee composed of four (4) members selected by the Association and four (4) members selected by the Superintendent, shall meet regularly throughout the school year to discuss matters of equity, professional development, technology, and other topics that may avail themselves to either party. If the Superintendent is not a member of this committee, s/he will agree to meet with the committee at least yearly.
- a. For the purposes of equity, the Joint Labor-Management Committee will discuss matters of class size, scheduling, and other areas pertinent to teaching assignment and the best interests of the students.
 - b. For the purposes of professional development, the Joint Labor-Management Committee shall be responsible for choosing and implementing all in-service programs; determining the number of in-service credits participants shall receive; and evaluating the programs and verifying that the participants have completed the program. The credit standard shall be one (1) credit for each ten (10) hours of program. The Joint Labor-Management Committee shall grant professional days consistent with guidelines set by the Superintendent.
 - c. For the purposes of technology, the Joint Labor-Management Committee will meet to review the needs and use of computer technology in the Saugus Public Schools. If requested, the Joint Labor-Management Committee shall furnish a report with their assessment to both parties.
 - d. For all other purposes, the Joint Labor-Management Committee will meet as needed.
 - e. The purpose of the Joint Labor-Management Committee is to work towards solving problems within the Saugus Public Schools before they emerge. The Committee's discussions does not preclude the Association from the Grievance Procedures as described in Article IV nor can the agreements within the committee change the provisions of this agreement unless formally negotiated by the parties.

Section 7 All other stipends or monetary compensation on which the parties reach agreement and reduce to writing are hereby incorporated into the collective bargaining agreement at the time agreement is reached and they shall be printed as part of the appropriate appendix in the subsequent collective bargaining agreement.

Section 8 **Job Sharing**

- A. The job sharing position consists of a team of two (2) unit members each of whom has taught for at least five (5) years in Saugus, attained Professional Teacher States (PTS) and who have requested and agreed to share an existing full-time position. Such requests must first go to the appropriate building Principal. If the Principal approves the arrangement, he/she will forward it to the Superintendent of Schools. The request must be received in the Superintendent's office no later than April 15 of the year preceding the requested job share. The final decision rests with the Superintendent of Schools. Approval of such requests will not be unreasonably denied.

- B. Absent a set of unique circumstances, there will be one job share per building per year.
- C. Job sharing unit members are subject to all the terms and conditions of the collective bargaining agreement not otherwise modified in this Article.
- D. Each unit member shall be considered a half-time employee. The unit members taking part in a job share will create a schedule that will reflect this. In the event there is a professional day scheduled, both unit members shall work on that day. During weeks of less than four (4) days, the workday time shall be divided equally between the two (2) members. In addition, both unit members shall work the first and last days of school.
- E. The unit member shall jointly schedule and attend parent conferences. They shall share responsibility for Staff and IEP meetings in as equal a division as possible.
- F. Each job share partner shall be placed on the salary column and step to which s/he would be entitled were s/he employed on a full-time basis. This placement will determine the base from which the salary percentage (50%) shall be computed.
- G. Each unit member will receive full salary credit and full longevity credit for each year of job sharing.
- H. There will be only one set of health benefits available for each job share. Only one job share partner will be able to receive health benefits.

Each job share partner will be able to avail himself/herself of town-sponsored life insurance, if desired.

- I. Each job share partner will receive 50% of his/her normal annual allotment of sick leave and personal leave.
- J. When the job sharing position is terminated, the unit member(s) shall be assigned to the same position s/he left prior to the creation of the job share assignment, reduction in force notwithstanding.
- K. If a position is reduced, the job share unit members shall be accorded the same rights as other unit members pursuant to the Reduction in Force Article of the current collective bargaining agreement between the Association and the Committee.
- L. In the event the job share assignment requires a new unit member be hired, that individual shall be deemed a leave replacement for the unit member who vacates a portion of his/her full-time teaching.
- M. No changes in the arrangement shall be permitted during the school year. If an unanticipated extended illness, a resignation, or a leave of absence occurs in the case of one job share partner, the remaining partner shall have the first option to assume the full-time position. In the event that the partner does not choose that option, the remaining job share unit member shall be placed on unpaid leave of absence for the balance of the school year and a permanent substitute shall be hired to complete the job sharing term.

- N. No unit member in the system shall be involuntarily transferred in order to create job share positions. A unit member may apply, however, for other openings if one is available. In any job share situation, at least one teacher in the job share has to be teaching in the grade of the job share, or has had prior experience teaching that grade/subject or has certification for that grade/subject.
- O. In the event one (1) of the unit members is absent, the partner shall make a reasonable effort to cover the class. For these brief periods, that job share partner shall be granted an equal amount of compensatory time wherein the absent job share partner covers the class for a time of his/her partner's choice.
- P. Job sharing partners shall pay into the retirement system at the rate required by the Massachusetts Teachers Retirement Board.
- Q. Job share positions are one (1) year in length. Each unit member who is part of a job share position must make an annual application to job share.
- R. Both job share participants must sign the form attached as Appendix E.

Section 9 Dress Code

In order to ensure both appropriate grooming and suitable dress that is consistent with the educational environment wherein teachers act as role models for students, the Board and the Association agree that the following guidelines should be followed:

- A. Teachers should be groomed and dressed in a manner befitting the members of a respected profession. Teachers shall not dress in ways that would tend to reduce their professional standing or diminish their professional stature as exemplars and role models.
- B. While it is recognized that some casual attire may not normally be considered professional attire in a routine classroom setting, an individual teacher using his/her professional judgement, may wear these items based upon his/her activities on a given day.

ARTICLE XX COMPENSATION

Section 1 Compensation-Salary Schedules

The parties mutually agree to reopen negotiations for Article XX: Compensation at the conclusion of years 1 and 2 for the purpose of increasing any of the sections herein.

Increase all schedules in A-1 by the following:

Steps 1-9:

- A. Year 1: 0%
- A. Year 2: 0%
- B. Year 3: 1%

Step 10:

- A. Year 1: 1.5%
- A. Year 2: 2%
- B. Year 3: 2%

Teachers who move from Steps 8-9 into Step 10, will receive the appropriate percentage increase.

Section 2 Compensation –Annual Service Awards

Annual Service Awards shall be paid as follows:

Annual Service Awards shall be frozen for years 1, 2, and 3 of this agreement. Unit members eligible for Annual Service Awards will be locked into their current payment schedule. Members who become eligible for Annual Service Awards will receive the first payment schedule.

At the beginning of _____ years of continuous service in Saugus	Amount
11-14 years	3100.00
15-18 years	3500.00
19-22 years	4000.00
23-25 years	4500.00
26-29 years	5100.00
30 and over	5600.00

No bargaining unit member hired after June 30, 2013 shall be entitled to receive any Annual Service Award.

Section 3 **Compensation-Extracurricular and Other Salary Differentials**

During this agreement, the rates for extracurricular and other salary differentials shall be paid as reflected in Appendix A-2 and Appendix A-3.

Section 4 **Disbursements of Paychecks**

Teachers shall have the option of receiving their annual salary in either twenty-six (26) equal paychecks, with the equivalent of five (5) of those paychecks to be paid on the last pay period of the school year; or twenty-one (21) equal paychecks commencing at the end of the second full work week in the new school year and continuing every second week for twenty-one (21) pay periods. Teachers shall indicate their pay option no later than October 1, of any year and shall continue on that pay option for the duration of the year. Teachers wishing to change the pay option for subsequent years shall notify the Superintendent's office in writing no later than June 15 of the preceding work year.

Section 5 **Explanation of Salary Classifications**

A. The Salary Schedule shall include the following classifications:

1. Bachelor's Degree
2. 15 Credits toward Master's Degree
3. Master's Degree
4. 15 Credits beyond Master's Degree
5. 30 Credits beyond Master's Degree
Double Masters' Degree(s)
6. 45 Credits beyond Master's Degree
Certificate of Advanced Graduate Specialization
15 Credits beyond Double Masters' Degree
7. 60 Credits beyond Masters' Degree
8. Doctorate (Ph.D., Ed.D)
75 Credits beyond Masters' Degree

Column (8) shall be implemented effective September 1, 2003.

- B. In order for a teacher to apply a course toward a classification beyond the Bachelor's Degree the course must be approved in writing by the Superintendent prior to the commencement of the course. In the event that an employee is accepted into a Master Degree program, the Superintendent shall only make an initial approval of the entire program. Each individual course necessary within that program need not be individually approved by the Superintendent. Notwithstanding the following, the Superintendent shall be entitled to be presented with proof of completion of any courses completed within the Master Degree program as those courses are completed for advancement in the salary scale.
- C. Courses which were commenced prior to the effective date of this Agreement and which were completed on or after June 30, 1986 shall not be credited towards Classification VIII (other than Doctorates) unless it was approved for such credit in advance.
- D. Teachers who successfully complete in-service programs authorized by the Committee for credit shall be eligible to apply such credit for salary schedule advancement.

Section 6 **Course Reimbursement**

Up to \$1000 per SEA member, per year.

To receive such reimbursement, the course must be approved by the Superintendent of Schools in writing before the course is taken, and the teacher must present to the Superintendent evidence of successfully completing the course.

The amount of total reimbursement available for the 2022-2023 School Year shall be \$32,500.

- C. Teachers receiving course reimbursement (under this Section 6) shall be eligible only to the extent of tuition costs minus reimbursement from other sources.
- D. Should there be any remaining balance on June 1, monies shall revert to the district.
- E. Teachers on sabbatical leave are not eligible for course reimbursement.
- F. The teacher must receive reimbursement within one month from the date that proof of successful completion of the course, through course grades or transcripts, has been given to the superintendent's office.
- G. The Superintendent shall convene, twice yearly, a Course Reimbursement Committee to review course providers to ensure high-quality, affordable, and accessible professional development. Membership will include at least three SEA members to include both elementary and secondary teachers. Dates would be on or around, October 15 and April 15, depending on the school year calendar.

Section 7 **Nurses' Salary Scale**

Nurses will advance in accordance with the Teacher Salary Schedule step system.

Section 8 **Salary Schedule Credit**

A teacher shall be placed on the salary column and step commensurate with his/her degree and years of experience. Credit shall be given for full-time years of experience in public, private or parochial schools. Up to three (3) years' experience shall be given for non-educational work experience. In a situation where no other qualified candidate is available and the Superintendent has demonstrated to the SEA that s/he has exhausted all options to advertise, recruit and interview qualified candidates, s/he may grant a qualified candidate up to three (3) years' additional experience credit on the candidate's salary column.

ARTICLE XXI ASSOCIATION RIGHTS AND PRIVILEGES

Section 1 The Association President shall be relieved of one (1) duty period a day.

Section 2 The Superintendent will, upon request, provide the Association with access to any information which is neither confidential nor privileged under the law which may be necessary for the Association to process grievances under this Agreement.

Section 3 The President and Officers of the Association shall be permitted access to school buildings to investigate or process grievances. Notifying the Principal upon arrival and other common courtesies, such as not interrupting classes in session, shall be adhered to.

Section 4 The Association may be granted up to a total of sixteen (16) workdays during a school year for the purpose of transacting Association business. Such days shall be granted without loss of pay.

ARTICLE XXII TECHNOLOGY AND COMPUTERS

Section 1 A unit member monitoring students using technology in his/her area shall not be held responsible for a student's violation of the District's Acceptable Use Policy. If a unit member becomes aware of inappropriate behavior, s/he shall report it to the administration.

Section 2 The staff members shall have access to computers for their professional responsibilities before, during and after the student day.

Section 3 Any question of misuse of computer technology by a unit member will be discussed first by the unit member, an SEA representative and the building administrator.

Section 4 The SPS shall ensure that any unit member whose employment responsibilities include reports that are required by state law or any other state/federal mandate will have access to an updated computer and updated software within the unit member's school building and during school hours.

ARTICLE XXIII HEALTH INSURANCE

Section 1 A Health Insurance Study Committee composed of five (5) unit members appointed by the Saugus Educators Association and two (2) school committee members and three (3) school administrators appointed by the Saugus School Committee shall be created; the results of the study will be reported back to the respective constituents.

**ARTICLE XXIV
DURATION OF AGREEMENT**

Section 1 This agreement shall be in full force and effect from 8/30/22 until 8/30, 2025. Collective bargaining for a new agreement may be reopened by either party by giving written notice to the other party by February 1, 2025. If negotiations are not completed by 8/30, 2025, the provisions of this agreement will remain in full force and effect until the successor agreement is executed.

Dated this 8 day of November, 2022.

For the Association:

Will T. Smith

For the Committee:

Theresa Blake

APPENDIX A
COMPENSATION SCHEDULES

APPENDIX A - 1 SALARY SCHEDULES

2022-2023	SALARY SCHEDULE
2023-2024	SALARY SCHEDULE
2024-2025	SALARY SCHEDULE

APPENDIX A - 2 ATHLETIC STIPENDS

**APPENDIX A - 3 PROFESSIONAL AND
EXTRACURRICULAR STIPEND LIST**

Appendix A-1:

Replace Appendix A-1 with the following salary schedule:

2021-2022 (Last Day of 2019-2022 CBA) 0.5%

		BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75
									EDD
Step	Year								
A	1	49,691	51,521	53,541	55,171	56,991	58,823	60,649	62,529
B	2	52,173	54,096	56,215	57,931	59,843	61,764	63,682	65,655
C	3	54,782	56,801	59,029	60,826	62,834	64,851	66,865	68,936
D	4	57,520	59,639	61,978	63,867	65,976	68,095	70,207	72,383
E	5	60,398	62,625	65,077	67,060	69,274	71,501	73,718	76,002
F	6	63,419	65,756	68,333	70,415	72,737	75,077	77,402	79,801
G	7	66,587	69,043	71,750	73,935	76,376	78,829	81,274	83,794
H	8	69,917	72,496	75,337	77,631	80,194	83,160	85,335	87,983
I	9	73,413	76,118	79,104	81,512	84,204	86,909	89,604	92,383
J	10	77,086	79,924	83,058	85,587	88,414	91,253	94,084	96,999

2022-2023 (0% for steps 1-9, 1.5% on step 10 only)

		BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75
									EDD
Step	Year								
A	1	49,691	51,521	53,541	55,171	56,991	58,823	60,649	62,529
B	2	52,173	54,096	56,215	57,931	59,843	61,764	63,682	65,655
C	3	54,782	56,801	59,029	60,826	62,834	64,851	66,865	68,936
D	4	57,520	59,639	61,978	63,867	65,976	68,095	70,207	72,383
E	5	60,398	62,625	65,077	67,060	69,274	71,501	73,718	76,002
F	6	63,419	65,756	68,333	70,415	72,737	75,077	77,402	79,801
G	7	66,587	69,043	71,750	73,935	76,376	78,829	81,274	83,794
H	8	69,917	72,496	75,337	77,631	80,194	83,160	85,335	87,983
I	9	73,413	76,118	79,104	81,512	84,204	86,909	89,604	92,383
J	10	78,242	81,123	84,304	86,871	89,740	92,622	95,495	98,454

2023-2024 (0% for steps 1-9, 2% on step 10 only)

		BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75
									EDD
Step	Year								
A	1	49,691	51,521	53,541	55,171	56,991	58,823	60,649	62,529
B	2	52,173	54,096	56,215	57,931	59,843	61,764	63,682	65,655
C	3	54,782	56,801	59,029	60,826	62,834	64,851	66,865	68,936
D	4	57,520	59,639	61,978	63,867	65,976	68,095	70,207	72,383
E	5	60,398	62,625	65,077	67,060	69,274	71,501	73,718	76,002
F	6	63,419	65,756	68,333	70,415	72,737	75,077	77,402	79,801
G	7	66,587	69,043	71,750	73,935	76,376	78,829	81,274	83,794
H	8	69,917	72,496	75,337	77,631	80,194	83,160	85,335	87,983
I	9	73,413	76,118	79,104	81,512	84,204	86,909	89,604	92,383
J	10	79,807	82,745	85,990	88,608	91,535	94,474	97,405	100,423

2024-2025 (1% on steps 1-9, 2% on step 10 only)

		BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75
									EDD
Step	Year								
A	1	50,188	52,036	54,076	55,723	57,561	59,411	61,255	63,154
B	2	52,695	54,637	56,777	58,510	60,441	62,382	64,319	66,312
C	3	55,330	57,369	59,619	61,434	63,462	65,500	67,534	69,625
D	4	58,095	60,235	62,598	64,506	66,636	68,776	70,909	73,107
E	5	61,002	63,251	65,728	67,731	69,967	72,216	74,455	76,762
F	6	64,053	66,414	69,016	71,119	73,464	75,828	78,176	80,599
G	7	67,253	69,733	72,468	74,674	77,140	79,617	82,087	84,632
H	8	70,616	73,221	76,090	78,407	80,996	83,992	86,188	88,863
I	9	74,147	76,879	79,895	82,327	85,046	87,778	90,500	93,307
J	10	81,403	84,400	87,710	90,380	93,366	96,364	99,353	102,432

APPENDIX A —2- ATHLETIC STIPENDS

Note: All coaches must be in compliance with Massachusetts Interscholastic Athletic Association certification requirements at all times.

Title

Head Football Coach	8865
Asst. Football Coach	4739
Asst. Football Coach	4739
Asst. Football Coach	4739
Asst. Football Coach	4739
Freshman Football Coach	3536
Middle School Head Football Coach	2295
Middle School Off. Coordinator	2295
Middle School Def. Coordinator	2295
Middle School Asst. Football Coach	2295
Soccer - Boys Varsity	5007
Soccer - Girls Varsity	5007
Soccer - JV Boys	3170
Soccer - JV Girls	3170
Soccer - Freshman Boys	2859
Soccer - Freshman Girls	2859
Field Hockey - Varsity	5022
Field Hockey - Varsity Asst.	2756
Field Hockey - Middle School	2295
Golf - Boys Varsity	3100
Golf - Girls Varsity	3100
Golf - JV Boys	2045
Golf - JV Girls	2045
Volleyball - Varsity	5022
Volleyball - JV	3209
Volleyball - Freshman	2601
Cross Country HS B/G	3535
Cross Country HS B/G Asst.	1900
Cheerleading - Fall Varsity	4162
Cheerleading - Fall Varsity Asst.	2601
Cheerleading - Winter Varsity	4162
Cheerleading - Winter Varsity Asst.	2601
Basketball - Boys Varsity	5577
Basketball - Girls Varsity	5577

Basketball - JV Boys	3518
Basketball - JV Girls	3518
Basketball - Freshman Boys	3098
Basketball - Freshman Girls	3098
Basketball - Middle School Boys	2295
Basketball - Middle School Girls	2295
Hockey - Varsity	5595
Hockey - JV	3371
Hockey - Varsity Asst.	2295
Indoor Track - Varsity Boys	4323
Indoor Track - Varsity Girls	4323
Indoor Track - Varsity Asst.	2601
Wrestling - Varsity	4848
Wrestling - JV	2861
Baseball - Varsity	5224
Baseball - JV	3328
Baseball - Freshman	2936
Softball - Varsity	5224
Softball - JV	3328
Softball - Freshman	2936
Lacrosse - Boys Varsity	5116
Lacrosse - Girls Varsity	5116
Lacrosse - JV Boys	3328
Lacrosse - JV Girls	3328
Spring Track - Boys	4791
Spring Track - Girls	4791
Spring Track - Assistant	2601
Spring Track - Middle School Boys	2016
Spring Track- Middle School Girls	2016
Tennis- Girls	3392
Tennis- Boys	3392
Miscellaneous Positions	
 Athletic Trainer	 17167
Equipment Manager	4698

APPENDIX A -3- PROFESSIONAL & EXTRACURRICULAR STIPENDS

Professional Services

Science and Technology Coordinator (6-12)	6763
English and Language Arts Coordinator (6-12)	6763
Social Studies Coordinator (6-12)	6763
Mathematics Coordinator (6-12)	6763
Foreign Language Coordinator (6-12)	6763
Health and Wellness Coordinator (6-12)	6763
Fine Arts Coordinator (6-12)	6763
Elementary Curriculum Coordinators	6763
Nurse Leader	5722
Curriculum/Program Leader	3433
Building Lead Teacher	1275
Guidance Counselor (9-12)	3349
Guidance Counselor (6-8)	3349
Network Administrator (9-12)	6763
Network Administrator (6-8)	6763
Network Administrator (PreK-6)	6763
Audio-Visual Coordinator (9-12)	1576
Audio-Visual Coordinator (6-8)	1313
Audio-Visual Coordinator (3-5)	1313
Audio-Visual Coordinator (Pre K-2)	1313
Core Evaluation Team Leader (9-12)	6072
Core Evaluation Team Leader (6-8)	6072
Core Evaluation Team Leader (PreK-5)	6072
School Adjustment Counselor (9-12)	3349
School Adjustment Counselor (6-8)	3349
School Adjustment Counselor (PreK-5)	3349
 School Adjustment Counselor (At Home Liaison)	 3349
New Mentor Teachers (All Grades as Needed)	1576

Clubs Advisors

High School

Student Activities Account Advisor	3954
Class Advisors - 12th Grade (Two Positions)	2824
Class Advisors - 11th Grade (Two Positions)	2168
Class Advisors - 10th Grade (Two Positions)	1674

Class Advisor - 9th Grade (One Position)	1634
Student Council Advisor	2920
National Honor Society Advisor	2395
Drama Club Advisor	4268
Improv Troupe Advisor	1873
Fall Play Director	2601
Drama Festival - Director	2601
Drama Festival - Asst. Director	1561
Spring Musical - Director	2601
Spring Musical - Musical Director	1561
Spring Musical - Choreographer	1561
A Cappella Director	1561
Marching Band Advisor	6253
Jazz Band Advisor	1361
Art Club Advisor	1576
Vistas Advisor	1576
Math Club Advisor	1576
Science League Advisor	1576
Model United Nations Advisor	1576
Debate Club Advisor	1576
Student Government Advisor	1051
Sachem Buddies	1561
Peer Mediation Club Advisor	3152
Gay Straight Alliance Advisor	2175
Helping Hands Advisor	1051
Computer Technology Club Advisor	1576
Year Book Advisor	3327
Robotics Coach	1873

Middle School

Student Activities Account Advisor	2517
Class Advisor - Grade 8 (One Position)	1313
Moving On Ceremony Advisor	1313
Memory Book Advisor	1576
National Junior Honor Society Advisor	1313
Sixth Grade Orientation Lead Teacher	1248
Sixth Grade Orientation - Assistants (Two Positions)	1040
Drama Club - Advisor	4268
Drama Club - Musical Advisor	1373
Drama Club - Artistic Advisor	1373
Drama Club - Assistant Advisor	1373
Jazz Band Advisor	1313
Math Club Advisor	1313
Model United Nations Advisor	1313
Robotics Team Coach	1873

Elementary

Robotics Team Coach	1873
Elementary Chorus Advisor	1561

Hourly Rate:

Teachers	34.42
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Travel

Itinerant	500
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APPENDIX B

PERFORMANCE EVALUATION

APPENDIX B - 1 EDUCATOR EVALUATION

APPENDIX B - 2 EVALUATION FORMS

APPENDIX B - I

EDUCATOR EVALUATION

Massachusetts Model System for Educator Evaluation, Standard Evaluation Cycle
(updated 2018)

Plan	Criteria	Receive
Two year self-directed	For any experienced educator who receives an evaluation rating of Exemplary or Proficient.	<ul style="list-style-type: none">Summative evaluation at least every two years.A formative evaluation at the end of the first year
One year self-directed	<p>For any experienced educator who receives an evaluation rating of Exemplary or Proficient.</p> <p>The educator and evaluator shall analyze any discrepancies in practice and student performance.</p>	<ul style="list-style-type: none">A plan that includes a goal related to examining elements of practice that contributed to the evaluator's decision to assign the educator to a one-year plan.A summative evaluation at the end of the period determined in the plan, but at least annually.
Developing Educator Plan	A teacher without professional teacher status or educator in a new assignment.	<ul style="list-style-type: none">An evaluation annually.
Directed Growth	For any experienced educator who receives an evaluation rating of Needs Improvement, the district shall place the educator on a Directed Growth Plan; must earn at least a proficient rating in the	<ul style="list-style-type: none">A summative evaluation at the end of the period determined in the Plan of not more than 1 school year in length.

	summative evaluation, or shall be rated Unsatisfactory, and placed on an improvement plan.	
Improvement Plan	For any experienced educator who receives an evaluation rating of Unsatisfactory.	<ul style="list-style-type: none"> • An Improvement Plan. • A summative evaluation at the end of the period determined by the evaluator for the Plan.

Appendix B-II - Forms

- **Step 1: Self-Assessment** - Required for educators to bring evidence of analysis to goal-setting conferences with evaluation but not required to submit or upload; may submit in spring or fall.
- **Step 2: Goal-Setting and Plan Development** - Required to upload by 9/30 of each school year.
- **Step 3: Plan Implementation** - Observations by Evaluators, completed by May 15 annually.
- **Step 4: Formative Assessment/Evaluation** - recommended but not required.
- **Step 5: Summative Evaluation** - Required by Evaluators, completed by June 15 annually.
- Educator Response Form is available but not required.
- Forms can be found: <https://www.doe.mass.edu/eval/default.html> and also on Teachpoint.

APPENDIX C

ADMINISTRATIVE COMPONENT PERFORMANCE EVALUATION

APPENDIX C-I PRINCIPLES OF EFFECTIVE LEADERSHIP AND ADMINISTRATION

APPENDIX C -2 EVALUATION FORM

APPENDIX C - I

PRINCIPLES OF EFFECTIVE LEADERSHIP AND ADMINISTRATION

I. Effective Instructional Leadership

- A. Works with others to create learning environments that address the needs of students.
- B. Facilitates the development of a shared mission and vision.
- C. Encourages his/her staff to use a variety of strategies to assess student performance.
- D. Applies current principles, practices, and research to encourage and model effective teaching.
- E. Leads the renewal of curriculum and instructional programs.
- F. Promotes and models the use of instructional technologies available to his/her staff.
- G. Models high standards and positive expectations that all students can perform to the best of their abilities.
- H. Works with teachers and other staff to supervise and evaluate their performance.
- I. Supports ongoing professional development.

II. Effective Organizational Leadership

- A. Creates a self-renewing organizational environment that consistently focuses on enabling his/her staff to function at high levels.
- B. Applies research and organizational leadership skills.
- C. Uses communication skills that are clear, direct, and responsive.
- D. Creates a positive, informed climate for collegial teaching and learning.
- E. Facilitates constructive change.
- F. Plans for, models, encourages and uses collaboration and shared decision-making.
- G. Applies strategic planning techniques that foster systemic approaches.

III Effective Administration and Management

- A. Acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.
- B. Carries out the personnel selection, supervision, evaluation, and management functions of his/her role.
- C. Applies knowledge of policy formation and legal requirements within the scope of his/her responsibility.
- D. Applies know/edge of fiscal management policy and practices within the scope of his/her responsibility.
- E. Uses technologies as available, upon completion of training, to administer his/her responsibilities.

IV. Promotion of Equity and Appreciation of Diversity

- A. Ensures equity for all staff and students and supports diversity in the school environment.

V. Effective Relationships with the Community

- A. Recognizes the role of the community in addressing the needs of students.
- B. Assesses the needs of parents and community members and involves them in decision-making.
- C. Encourages partnerships among staff, parents, business, and the community.
- D. Supports the vision, mission, programs, activities, and services of the school/district.

VI. Fulfillment of Professional Responsibilities

- A. Models professional behaviors that contribute to addressing the needs of students.
- B. Demonstrates enthusiasm for his/her own learning.
- C. Demonstrates and promotes an atmosphere of respect for self and others.
- D. Models ethical behavior.

APPENDIX C -2

CURRICULUM SPECIALIST EVALUATION REPORT

NAME _____ EVALUATOR _____

DEPARTMENT _____ DATE _____

Description of the Curriculum Specialist's performance based on the criteria contained in the Principles of Effective Leadership and Administration.

Evaluator's Signature _____ Date: _____

Signature _____ Date: _____

Unit member's Comments:

The Curriculum Specialist's signature on this form indicates only that s/he has seen the document and not that s/he is in agreement with the contents herein.

APPENDIX D
FORM 1
REQUEST FOR COURSE APPROVAL
(Prepare in Triplicate)

Date: _____

____ REIMBURSEMENT
____ NON-REIMBURSEMENT

Superintendent of Schools
45 Dow Street
Saugus, MA 01906

Dear Sir:

I hereby request approval to take the following course, courses or workshop for in-service credit:
NAME OF COURSE:

INSTITUTION GIVING COURSE:

DATES OF ATTENDANCE: FROM _____ TO _____

SEMESTER HOURS CREDIT: _____

HOW DOES THIS COURSE RELATE TO YOUR INDIVIDUAL PROFESSIONAL
IMPROVEMENT PLAN:

Signature of Applicant

(Name of School)

.....
COURSE APPROVAL

Date: _____

____ You are hereby granted approval to take the course, courses or workshop enumerated
above.

____ The course, courses or workshop enumerated above do not seem to correspond with your
professional needs. Permission to take them for in-service credit must, therefore, be withheld. I
shall be happy to discuss this decision with you should you desire a conference.

Superintendent of Schools

APPENDIX D
FORM 2
REQUEST FOR IN-SERVICE CREDITS APPROVAL

Name _____ School _____

Grade or Subject _____ Date _____

I hereby request that the Professional Development Committee approve the following professional development activity for in-service credit. If approved, I understand that I will have to conform to the regulations governing the awarding of in-service credit.

Professional Development Activity

In-Service Credits Requested

The activity identified above will help me in my teaching in the following way:

This activity conforms to my professional development plan as follows:

_____ Approved for _____ in-service credits

_____ Disapproved

_____ More information Needed

Chairman, Professional Development Committee

Date

**APPENDIX D
FORM 3
TUITION REIMBURSEMENT**

I hereby request reimbursement for the following coursework:

Attachments:

- _____ Copy of the REQUEST FOR COURSE APPROVAL signed by the Superintendent.
- _____ Transcript — Grade Documentation.
- _____ Receipt — Proof of payment.

All three documents must be submitted with this request.

Name

School

Date

.....
Tuition Reimbursement Payment

- _____ **Approved for Payment**
- _____ **Not Approved for Payment**
- _____ **Not Approved for Payment because Tuition Reimbursement Funds have been expended prior to receipt of this request.**

Superintendent of Schools

Date

Job —share Agreement

I understand and accept the terms and conditions of the Job-share Conditions contained in Article XIX.

Participant _____ Participant _____

Date _____ Date _____

APPENDIX F

Waiver Form

TO:

From:

Subject: Employment Status Waiver — Involuntary Leave of Absence

This is to notify you that the Superintendent of the Saugus Public Schools intends to act upon your employment status on _____, consistent with the notification you have already received dated _____

You shall be considered on an involuntary leave of absence and eligible for recall pursuant to the Agreement if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. Also, should you wish to be given preference on the substitute list during the recall period, you should notify the Superintendent's Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of the professional staff.

If you intend to elect involuntary leave of absence, please sign and return this form to the Superintendent of Schools by _____. If we do not receive a signed form by this date, we will assume that you do not wish to accept involuntary leave of absence status. The Superintendent will then undertake dismissal procedures pursuant to M.G.L. C. 71, §42.

.....

WAIVER

In consideration of treating my layoff as an involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under M.G.L. C. 71, § 42 and relieve the Saugus Public Schools of any obligation it may have to comply with said statutes with respect to this layoff to be effective September 1, 201_. I understand that by accepting this involuntary unpaid leave of absence, I retain all professional teacher status rights, seniority and other contractual benefits in lieu of dismissal. If I am not recalled during this leave of absence, I understand that the Superintendent will act on my dismissal pursuant to M.G.L. C. 71 § 42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to M.G.L. C 71 § 42 with respect to the Superintendent's action at that time.

Signature: _____ Date: _____