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The 2004-2007 Collective Bargaining Agreement

between the Swampscott School Committee
and the Swampscott Education Association

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AGREEMENT

This AGREEMENT entered into this seventeenth day of March 2004, between the School Committee of the Town of Swampscott, Massachusetts, hereinafter referred to as the "Committee," and the Swampscott Education Association, hereinafter referred to as the "Association," affiliated with the Massachusetts Teachers Association and the National Education

Association.

Preamble

Recognizing that our prime responsibility and purpose is to provide education of the highest possible quality for the children of Swampscott while realizing the most effective and prudent use of the tax monies expended toward achieving that end: and, realizing that good morale and effective use of ideas and experience of the professional educators on the staff is both essential and fundamental to the achievement of that purpose, we, the undersigned parties to the Agreement, do hereby declare that

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Swampscott, has final and ultimate responsibility for establishing the educational policies of the public schools of Swampscott;
- B. The Superintendent of Schools of Swampscott has the responsibility of effectuating, implementing, and professionally advising and consulting on the policies so, promulgated by the Committee and exercising those responsibilities conferred by Chapter 71 of the Massachusetts General Laws consistent with G.L.C. 150E and this Agreement;
- C. The teaching staff of the Swampscott School System has the primary professional responsibility for providing education of the highest possible quality both in and out of

the classrooms;

- D. Principals are the educational leaders in their individual schools. They also have the responsibility to represent the superintendent and the School Committee in all matters relative to that school and exercising those responsibilities conferred by Chapter 71 of the Massachusetts General Laws consistent with G.L.C. 150E and this Agreement;
- E. Assistant principals shall assist and support the principal in the performance of his duties and shall assume full responsibility for the proper functioning of the school in the absence of the principal;
- F. Directors shall be responsible for the implementation of the curriculum and ensure, that teachers within their departments employ approved methods, materials, and procedures;
- G. Nurses shall be responsible for emergency care to students, teachers and staff, and provide yearly screening programs for vision and hearing. In addition, nurses will act as resource persons, consultants, and assist in dental inspections, immunization and physical examinations. The key role will be to serve as liaison between home and school in all health and related matters.
- H. Fulfillment of these several responsibilities can best be facilitated and realized by consultations and the free exchange of professional views and information between the Committee, the Superintendent, the Principals, Asst. Principals, Directors and Dept. Chairmen, Nurses, and the teaching staff in the formulation, application, and clear identification of those policies as they

affect and define the wages, hours, working and other conditions of employment for the teaching staff, wherefore the parties have executed this Agreement.

This Agreement is a complete agreement between the parties covering all the mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of the Agreement only. All matters not dealt with herein shall be treated as having been brought up and disposed of by the Committee, and the Committee shall be under no obligation to discuss with the Association any modifications to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives and given to the affected parties within 30 business days of the changes.

No administrative positions will be created during the FY 2005. However, positions that are currently not filled, including Athletic Director and Middle School Vice-Principal and those that become vacant may be filled or reconfigured if the duties and responsibilities are similar to the current positions. Additional administrative positions created or regenerated during 2006 or 2007 school years must be impact bargained before implementation.

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ARTICLE I

Recognition

Section 1:

Subject to any applicable provisions of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive collective bargaining representative of the Classroom teachers of the Swampscott School System, as more fully described in the unit below in Section 2 hereof, pursuant to the terms and valid administrative interpretations of Massachusetts General Laws, Chapter 149, Section 178, and any subsequent amendments thereto.

Consistent with law, the Committee agrees to give the Association reasonable notice of its intent to change, alter, or modify existing wages hours and conditions of employment of the teachers in the Swampscott system, and further agrees to extend to the Association any opportunity to present their positions and otherwise negotiate the committee's decision to change, alter, or modify said mandatory subjects of bargaining and their effects upon the teachers.

Any agreements reached pursuant to this section shall be reduced to writing, signed by the parties, and added to the contract.

Unit Description

Section 2:

The collective bargaining unit represented by the Association and recognized by the Committee in Section 1 hereof is described

as follows:

All classroom teachers as defined by Chapter 71 Section 38G of the General Laws of the Commonwealth of Massachusetts (the so-called certification statute) excluding the superintendent of schools and any of the following: assistant superintendent of schools, principals, assistant principals, school business administrators, directors, extended day teachers, aides, Title 1 teachers and contracted therapists and psychologists, but including the following specific categories of positions: curriculum directors (whether system-wide or grade defined), nurses, athletic coaches, athletic managers and others defined by section B of this contract, special assignment positions defined by Schedule A of this contract, long-term substitute teachers, director of guidance, but excluding all other non-certifiable positions in the Swampscott Public Schools not included in the above-named statute of the Commonwealth of Massachusetts.

Section 3:

Teaching functions traditionally performed and presently being performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit.

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ARTICLE II

No Discrimination

There shall be no discrimination, interference, retaliation restraint, or coercion by the School Committee, Swampscott Education Association or their respective agents against any teacher because of his membership or non-membership in the Association, activities on behalf of the Association, or because a teacher pursued or advanced rights and privileges contained in the Agreement or refused to do so.

Section 1:

No one shall be required to become or remain a member of the Association as a condition of employment in the Swampscott School system.

Section 2:

As a condition of his continued employment while this Agreement shall be in effect, every employee covered by this Agreement, if not a member in good standing of the Association, shall pay or, by payroll deduction, shall have paid to the Association an agency service fee or a percent of the combined local, state, and national dues, rounded to the nearest dollar, per year. This percentage will be determined by the local association. In no case shall such condition arise before the thirtieth day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date is later.

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ARTICLE III

Dues Deduction

The Committee agrees that from and after receipt of written authorization in the form provided by the Massachusetts Teachers Association, and prior to any revocation thereof, it will deduct from the salary of the teacher executing said authorization the sum designated therein as Association dues.

It is the express intent of the parties that the provision of this Article be and are subject to the following conditions:

- (1) The sum which represents such monthly Association dues shall annually be certified to the Committee no later than the June 30th preceding the school year in which the dues are to be deducted as constituting such by the President of the Association. If the sum once certified is changed, the amount deducted from the earnings of a teacher who has authorized such deduction shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Committee from the President of the Association.
- (2) Deductions provided for above shall be remitted to the authorized financial officer of the Association not later than the twentieth (20th) day of the month following the month in which the deduction is made. Deduction shall begin with the fifth (5th) pay period. The Committee shall simultaneously furnish the financial officer of the Association each month a record of the teachers from whose earnings deductions have been made and the amount of the deduction.

- (3) Provided, however, that the Committee shall be under no obligation to make any such deductions as aforesaid, after the termination of the term of this Agreement; and provided further that the Committee may immediately cease making such deductions at any time on behalf of a teacher upon receipt by the Superintendent of a written notice or revocation of authorization from that teacher; or upon transfer of a teacher out of the unit defined in Article I, Section 2, of this Agreement (except that such deduction shall be resumed if a teacher is returned to a position included in the unit) or upon knowledge by the Committee that a teacher is no longer a member of the Association.
- (4) The Association agrees that it will indemnify and save the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this Article or in reliance upon the authorization described herein, in any amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such teacher or teachers.
- (5) The Committee shall provide that whenever duly authorized by any teacher, payroll deductions on behalf of such teacher shall be made and paid over in accordance with such authorizations for any and all of the following:
1. Payments to the Massachusetts Teachers Association Credit Union.
 2. Premiums under annuity contract.
 3. Premiums under employee group

insurance.

- (6) Personnel may initiate and/or change deductions for the Massachusetts Teachers Association Credit Union beginning with the first, fifth, or tenth pay check of the school year.

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ARTICLE IV

Joint Professional Rights and Responsibility Committee

The parties to this Agreement hereby express their joint intention, through the terms and conditions of the contract, to continue their harmonious relations, to promote mutual cooperation and understanding, to establish and maintain new and effective lines of communications between the parties, to formulate rules, to define and resolve the proper interest of the teachers in their right of compensation and the conditions under which they perform their duties, and by giving the teachers an effective voice in the development and evolution of those conditions, to thereby assist the administration and the Committee in providing the Town of Swampscott with the best possible school system for the monies expended in achieving that end.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for mutual expression and discussion short of the formal contract grievance procedure whereby the parties may hear and attempt to jointly resolve problems which may arise

after the execution of the contract and which, if reviewed informally, would better advance the ends toward which this contract was mutually designed. Therefore, in recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Swampscott School System; and in further recognition of the Association's collective knowledge of the ideas and opinions of teachers and their present continuing concern for the best interests of the school system, the parties to the Agreement hereby establish the Joint professional Rights and Responsibility Committee (herein called the Joint Committee) which shall consist of four (4) members as follows:

1. The President of the Association, or his designee.
2. A member of the Association.
3. A member of the Administrative Team.
4. The Superintendent of Schools, or his designee.

While a chairman shall be elected, each member of the Committee shall vote on matters which come before it for resolution.

The Committee shall meet once every month to consult during the school year at a mutually convenient time and place as specifically provided in this Agreement and to discuss such other matters of concern or

interest to the Association, the Committee, or school administration.

The parties further agree that at least one (1) week prior to the date scheduled for the consultation the Association and the Committee will exchange a written agenda of subjects about which they desire to consult. The consultations, as nearly as possible, will be confined to the subjects on the agenda.

It is further agreed that the provisions of the Section will in no way be construed as broadening the scope or application of this Agreement as a whole; nor will these provisions make any matter a grievance which would not be a grievance in the absence of these provisions, nor make any matter a mandatory subject of bargaining at any time other than at the consultations described in the Section that would not be a mandatory subject of bargaining in the absence of the provisions of this Section. Decisions affecting the recommendations to be made by the Joint Committee shall be binding upon all members of the Joint committee. In the event of a tie vote, then the matter shall remain unresolved and is therefore a proper subject for discussion at a later session of the PR & R Committee. Any discussion involving personalities requires the presence of the party (teacher, supervisor, administrator) involved.

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ARTICLE V

Rights of the Committee

Section 1:

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee responsibility to the people of the Town of Swampscott for the quality of education in, and the efficient and economical operation of the Swampscott School System, it is herein agreed that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without any such exercise being made the subject of a grievance.

Nothing in the Agreement shall be deemed to derogate or impair any power, right, or duty heretofore possessed by the School Committee, or to change any rule or policy adopted prior to this date of acceptance of this agreement, except where such right, power, duty, rule, or policy is specifically limited or changed by this contract.

The Superintendent may require a medical examination of any member of the bargaining unit should there exist a reasonable question with regard to the teacher's ability and fitness to perform his duties in a satisfactory manner. The physician conducting this examination shall be mutually agreed upon by said teacher and Superintendent. The expense of the examination shall be borne by the district.

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ARTICLE VI

Grievances

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact.

Section 1:

For purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any teacher involving only an alleged specific and direct complaint encompassing the interpretation, application, claim of breach or violation of express language of a specific provision of the Agreement.

The Association and/or teacher having a complaint should discuss the complaint with his curriculum director, principal, or Superintendent before filing a formal grievance.

Section 2:

It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the committee under the provisions of this Article.

Section 3:

It is agreed that any individual teacher or group of teachers if he or they so desire shall have the right at any time to present grievances to a supervisor, the Superintendent, the Committee, or a representative of the Committee without the intervention of the Association; provided that any adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present at such adjustment and be informed on the facts pertinent thereto.

Section 4:

A grievance must be presented within thirty (30) school days of the time of the occurrence of the act, decision, or ruling forming the basis of the grievance or within (30) school days after the teacher knew or reasonably should have known of the basis of the grievance and must be processed in accordance with the steps, time limits, and conditions as set forth below, provided however that the first step shall be the lowest step at which the grievance can be resolved.

Step 1

The teacher shall present the written grievance during his non-teaching hours to his school principal who shall give the teacher-grievant his written answer within five (5) school days, and if denied, outline the reasons for his denial.

Step 2

If the grievance is not satisfactorily settled, it shall be presented to the Professional Ethics Committee of the Swampscott Education Association (therein called Ethics Committee) by the teacher-grievant involved within three (3) school days after receipt of the written answer of the principal.

The Ethics committee shall then have ten (10) school days to review the matter and give its written answer to the teacher-grievant. If the Ethics Committee concurs in the answer of the principal, then the matter shall be considered finally settled in its step, and the principal involved shall be so notified.

Step 3

If the grievance is not satisfactorily settled and the Ethics Committee concurs in the teacher's grievance, the teacher within three (3) school weeks after the original receipt of the principal's answer shall present the grievance to the Superintendent of Schools.

The Superintendent or his designee, and, if the Superintendent so elects, the principal; the teacher-grievant and, if the teacher so elects, the President of the Association or his designee; shall meet to discuss the grievance within five (5) school days after his receipt of the grievance. The Superintendent shall elect whether or not this discussion shall take place during school hours. The Superintendent or his designated representative shall give the teacher-grievant his written answer to the grievance within five (5) school days following the conclusion of the meeting or in no event more than twenty (20) school days

after the initial meeting with the Superintendent.

Any grievance of a general nature affecting a group of teachers and which concerns the interpretation, application or compliance with the provisions of this Agreement, shall be considered a policy grievance and shall, at the option of either party, be filed at Step 3 of the Grievance Procedure. Such a grievance shall be initiated by either the President of the Association or the Superintendent of Schools.

Step 4

If the grievance is not satisfactorily settled, it shall be appealed to the School Committee (in writing) within five (5) school days after the teacher's receipt of the written answer of the Superintendent or his designee.

The Committee or its designated representative and the teacher-grievant and, if the teacher so elects, counsel, and/or President of the Association or his designee, shall meet to discuss the grievance at the next regularly scheduled School Committee meeting in executive session and at a time designated by the Chairman of the School Committee. The School Committee or its designated representative shall elect whether or not this discussion shall take place during school hours.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting: or in no event more than twenty (20) school days after the initial meeting

with the School Committee.

Step 5

If no satisfactory settlement of the grievance is made, it may in certain circumstances be appealed to arbitration by written notice of such intent to appeal within ten (10) school days after the written answer of the Committee under Step 4. Any appeal to Arbitration shall be made only in accordance with the Procedures and Conditions set forth in Article VII of this Agreement.

Section 5:

The School Committee, if it has any grievance, shall initiate the grievance through the Superintendent at Step 3 of Section 4 by submitting the grievance (in writing) to the President of the Association. The School Committee, or its designated representative, and the President of the Association or his designated representative, shall meet to discuss the grievance. The School Committee, or its designated representative, shall elect whether or not this discussion shall take place during school hours.

The Association will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, the School Committee may appeal the grievance to arbitration in accordance with the procedures described above in Step 5 of Section 4.

Section 6:

A grievance not initiated within the time

specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee, or any of its representatives in any level of this procedure, to answer within the time limit specified shall be considered as though the appeal was denied, which shall mean that the appeal may be taken to the next step as though a negative answer had been received.

In the event a grievance is filed at such a time that the grievance procedure would not be exhausted before the end of the school year, either party may request that the grievance procedure be continued during the summer vacation and the time limits in the grievance procedure shall be construed as referring to work days.

Section 7:

No reprisals of any kind will be taken by the School Committee or any member of the Administration against any party in interest, any school representative, any teacher, any member of the Ethics Committee, or any participant in the Grievance Procedure by reason of such participation in the procedure or refusal to participate.

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ARTICLE VII

Arbitration

Any grievance which remains unsettled after the procedures outlined above in Article VI, Section 4, hereof have been exhausted, may be submitted to arbitration upon written request of the Association or the Committee subject, however, to the terms and conditions defined below. It is the express intent of the parties hereto that the Arbitration Procedures defined in this Article be limited to matters involving the interpretation and application, claim of breach, or violation of this Agreement. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Association and the Committee.

Section 1:

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence.

Section 2:

Any grievance which a party has appealed to arbitration for a final determination and resolution of the issues shall be heard and decided by a single Arbitrator pursuant to applicable rules and procedures established for such arbitration proceedings by the American Arbitration Association to be appointed as follows:

Both parties shall designate one member to choose the Arbitrator. The persons so

designated by both parties shall meet within 7 calendar days of receipt of the list of Arbitrators from the American Arbitration Association to choose a mutually acceptable Arbitrator. If an Arbitrator is not chosen within ten days after receipt of the list, the Arbitrator shall be appointed by the American Arbitration Association from its staff.

Within fourteen days after the selection of an Arbitrator, the Arbitrator shall, upon due notice to the parties, hear the appealed grievance.

Section 3:

A stenographic record of the hearing shall be made if desired by either party or the Arbitrator. The cost of the stenographic record will be borne by the party making the request. In the event that the Arbitrator desires such a record, the cost of said record shall be shared equally by the parties. After said hearing, each party may be permitted by the Arbitrator to file a brief.

Section 4:

Except as mentioned above, each party shall bear the cost of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator shall be shared equally by the parties provided the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the committee have any personal obligation (either primary or secondary) for any payment under any provision of this

Agreement.

Section 5:

After said hearing before the Arbitrator, it shall be the duty and function of the Arbitrator to make and render a written decision within thirty (30) days from the date the hearing closes.

The decision shall be final and binding upon both the Committee and the Association and upon any employee or employees affected thereby, provided that it shall be restricted to an interpretation or application, claim of breach or violation of the terms of this Agreement and shall in no way alter or expand the provisions of the Agreement or contain any recommendations thereto, and is based only upon facts and arguments either presented by the parties or on which an opportunity to comment has been furnished to the parties by the Arbitrator. The arbitrator's written decision shall clearly state its findings of fact and conclusions upon which said decision is founded.

Section 6:

The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement.

Section 7:

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability de novo, applying the principles set forth

above in Section 6.

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ARTICLE VIII

No-Strike Clause and the Continuity of Employment

Section 1:

In recognition of its obligations under the provisions of Section 178(M) and 178(N) of Chapter 150E, of the General Laws, the Association hereby agrees and affirms that during the term of this Agreement, or any renewal or extension therefore, neither it nor any of its agents will engage in or participate, either directly or indirectly, in any strike, sit down, stay in, slow down, work stoppage, withholding of services, "professional day" absence, concerted intentional unauthorized absences, or any other unlawful interferences with assigned or expected work.

Section 2:

The Association further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other like or similar interference occur, (regardless of the lack of Association connection with the activity) it shall put forward every reasonable effort to immediately have the activity terminated, including ordering the persons therein involved to return to work.

Section 3:

Any individual teacher who violates Sections 1 or 2 of this Article will be subject to discipline and possible discharge by the Superintendent.

Section 4:

It is agreed that the School Committee will not seek monetary damages against the Swampscott Education Association for a violation of this Article as long as the Association fully complies with the provisions of Section 2 hereof.

Section 5:

The Association further agrees that prior to seeking or recommending that any form of professional sanction or boycott be imposed upon the Swampscott School System to, or by, the Massachusetts Teachers Association and/or the National Education Association, it will first exhaust its rights to remedy and relief under the provisions of this Agreement.

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ARTICLE IX

Teachers' Duties

Section 1:

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be

utilized to this end.

Section 2:

The starting and dismissal times for students in the Swampscott School System shall be determined solely by the School Committee in conjunction with the Massachusetts State Board Education standards, which are presently:

Kindergarten 8:30 a.m. to 12:00 noon

Grades 1 thru 5 8:30 a.m. to 2:15 p.m.

Middle School 7:55 a.m. to 2:15 p.m.

High School 7:55 a.m. to 2:15 p.m.

However, the Committee agrees that before a change in the aforesaid times is finally decided by the Committee or implemented by the Superintendent, they will notify the Association of this intent within a reasonable time in order to allow time for the Association to meet with representatives of the School Committee to discuss and negotiate the proposed changes and effects of same upon the system and the teachers. For purposes of this section a "final decision" by the committee shall mean a formal vote of Committee policy.

Section 3:

The work day of classroom teachers (except, however, teachers at the middle school and senior high school, who shall report ten (10) minutes, before the scheduled starting time) will begin fifteen (15) minutes before the starting time and will end fifteen (15) minutes after the final dismissal time as described in Section two

(2) above; except, however, that a teacher may be required to remain reasonable amounts of time after final dismissal for the purpose of giving extra instruction or special help to students in need of assistance and/or for makeup work or for such other purposes specifically defined in this Agreement. Secondary Teachers (grades 6 through 12) agree to be available a minimum of two afternoons per week for extra help - the duration of which will be determined by the teacher. The guidance counselors and librarians will also remain a reasonable amount of time to satisfy their professional obligations.

Section 4:

The work year of the teachers (other than new personnel) under normal circumstances, shall coincide with the requirement, of the State Board of Education and shall begin no earlier than September 1 and terminate no later than June 30. While the Association affirms that it is within the discretionary powers of the Committee, to alter and modify the work year of the teachers, the Committee hereby agrees not to exercise this power to change, modify, or extend the existing practices by a period of no more than two (2) days without notifying the Association within a reasonable time before the decision to change or modify or extend the length of the school year beyond two (2) days if finally decided by the Committee, and to meet with representatives of said Association in order to discuss and negotiate the proposed modifications, changes, or extension of the work year, and its effects upon the system and the teachers. Days teachers are required to be in school when students are not in school,

shall be counted in the two (2) day period. The Association shall be consulted in the preparation of the school calendar.

For the purpose of this section, should any teacher be required to work in a school year extended beyond the two (2) days described herein, the margin of pay shall be calculated utilizing the basic figure of 1/180th of the teachers annual salary for each day of actual extended employment beyond the two (2) days extension described herein.

High school guidance counselors will be required to work five (5) days before the opening of school and five (5) days after the close of school and middle school counselors will be required to work two (2) days before the opening of school and two (2) days after the close of school beyond the 182 days required for teachers. Furthermore, the Director of Guidance, who is required to work five (5) days before the opening of school and five (5) days after the close of school, will be required to work an additional ten (10) days during the summer months to conduct a program for the parents of incoming seniors. In the event that elementary counselors are required to return before the opening of school or after the close of school they will be paid at a per diem rate. Guidance counselors shall be paid 1/180th of their contractual salary for each day.

No teaching position in the local summer school, evening school or federally funded program shall be filled by a teacher not covered by this agreement if there is an equally qualified applicant for such a position who is covered.

The work year of the teachers (other than new personnel) under normal circumstances shall coincide with the requirements of the State Board of Education. The work year shall begin no earlier than the Monday preceding Labor Day with the understanding that there would be no school the Friday before Labor Day. School shall commence the Monday before Labor Day if Labor Day falls after September 4; otherwise it will commence on the Tuesday after Labor Day. If the make up of snow days would extend the school year beyond June 30, snow days will be made up during April vacation beginning the last Friday of April vacation and working backward.

Section 5:

Teachers may be required to remain after the end of the regular work day to attend a reasonable number of departmental, individual, school, or system-wide staff meetings (which shall not include special help or assistance at student corrective or remedial interviews). Meetings in excess of thirty (30) in a school year, however, may be referred to the PR&R Committee for a determination of the need and/or justification for said meetings. Teachers will be notified of such meetings (and subject matter of same) ideally at least two school days in advance of the meeting. In case of extraordinary programs, or the introduction and/or implementation of new programs, in the system, by agreement of the parties, the requirements of this subsection may be waived.

Section 6:

Teachers may be required to attend one (1) evening meeting each marking period.

Compulsory attendance at evening school meetings or functions during the marking periods shall be equally divided as much as reasonably possible among all qualified teaching personnel. Attendance at other than compulsory evening meetings or functions shall not be cumulative and shall be at the discretion of the individual teachers.

Section 7:

Teachers will have a duty-free lunch period of at least the length of a student lunch period at a time between the hours of 11:00 a.m. and 1:00 p.m.

Section 8:

Teacher participation in student extracurricular activities shall be voluntary, where reasonably possible. Such assignments shall be made by the principal according to the individual teacher experience, qualifications and personal preference. No teacher shall be appointed to more than three (3) paid extracurricular activities in Schedules A and/or B.

Section 9:

Teachers are not required to drive pupils to official school functions and activities that take place away from school buildings. Teachers may do so voluntarily, but in such cases the teacher must receive advance approval of the principal of the school involved, or Superintendent. For each approved trip, teachers will be reimbursed at the rate of town reimbursement rate for mileage cents per mile for travel in excess of fifty (50) miles plus tolls and parking fees. If the mileage exceeds the minimum,

then the teacher shall be reimbursed, as described above, for the entire mileage.

Section 10:

The principal or Superintendent shall, when assigning practice teachers, take into consideration the academic load schedule and record of past supervision of the classroom teacher being considered for this assignment. As nearly as possible, such assignments shall be divided among all classroom teachers with PTS. Classroom teachers may, however, volunteer for such assignment and, in fact, are urged to do so, in the interest of developing competent and well-trained teachers for the profession. Vouchers which are sent by the colleges of the student teacher to the school system will be made available first to the supervising teacher, and then to members of his department.

In the case of non-departmentalized teachers, the vouchers will be made available first to the supervising (teacher and then to the faculty members of this school. Practice teachers, who have assumed classroom responsibilities from the regular teacher, may substitute, for the teacher for whom he or she is a practice teacher and be paid at the going substitute rate if the cooperating school permits.

Section 11:

Kindergarten teachers shall be classified as .66 of a full-time teaching position and shall receive payment on the salary schedule at .66 of a full-time position.

Teachers with professional status at the kindergarten level desiring to be placed in a

full-time position shall be eligible for transfer in accordance with the following provisions:

1. Kindergarten teachers shall not be allowed to bump a teacher with professional status to obtain a full-time position. They will be allowed to bump into a position held by a non-PTS member, and then only at the commencement of a school year with written notification to the Superintendent no later than April 1st preceding that school year.
2. Kindergarten teachers shall be allowed preference in filling vacancies at the elementary level. This right shall not be to a specific vacancy but rather to any available full-time position.

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ARTICLE X

Transfer and Vacancies

Section 1:

Any vacancy or newly created position which receives compensation shall be posted for at least ten (10) school days prior to a final appointment by the Principal with the approval of the Superintendent to fill the vacancy or new position.

Vacated or newly-created part-time, temporary, and paid extracurricular positions shall be posted five (5) school days prior to a final recommendation by the Superintendent. The Association will be notified, in writing prior to the aforesaid

posting period. In any event, all vacancies shall be filled as soon as possible if the committee intends to fill the vacancy. Jobs will be posted on district web site wherever possible.

During summer months notification of vacancies will be sent to those teachers who have indicated interest on their preference forms for such positions. Said letters shall set forth the general qualifications for the position, a general description of the duties and the rate of compensation.

The selection of the teacher to fill the position shall be at the discretion of the Superintendent; however, recognizing the value of experience and proven ability, the Superintendent affirms that all other factors being equal, where possible, preference will be given teachers in filling such positions on the basis of length of satisfactory service in the Swampscott School System.

Classroom teachers may apply for the vacant position and will be considered for the vacancy on the basis of background, training, past record, experience, ability, and scheduling availability, among other things. In view of the Teacher Preference Forms defined in Section 5 hereof, the posting during the summer months shall be, and hereby, is waived. The administration reserves the absolute discretion to select the teacher to fill such vacancies except, however, that unsuccessful classroom teacher applicants may, upon request, receive from the administration the reasons for refusal of their application. When the qualifications are equal, in discretion and judgment of the superintendent preference will be given to the teacher candidate. The selection of applicants shall not be

considered a grievance within the meaning of the grievance procedure contained in this Agreement.

As of the first school day in each year, the Superintendent shall provide the President of the Association with a written list of all new teachers hired into the system for that year, including therein the number of years teaching experience and salary step. The above list shall include the names of individual teachers that have received additional (extraordinary) step increases under Article XV, Section 12, of this Agreement together with the amount of such increase.

Section 2:

Should a reduction in teaching personnel be necessary, personnel with fewer than three (3) full years experience will be released before other personnel in accordance with Chapter 71, Section 42, of the Massachusetts General Laws.

Should a reduction of PTS personnel become necessary, the following criteria will be followed:

1. First to be released will be personnel in the department who have fewer than three (3) full years service in the Swampscott School System.
2. Next to be released will be the part-time PTS personnel in the department in reverse order of seniority as defined in Article XVIII.
3. Next to be released will be PTS

personnel within the department in revenue order of seniority as defined in Article XVIII.

4. For purposes of this section only, kindergarten teachers shall be classified as full-time personnel.

For the purpose of this Article, personnel are defined as being in the department where they have taught a majority of their time in the past year and departments are defined as:

Business	7-12
Art	K-12
English	7-12
Guidance	K-12
Foreign Language	7-12
Library	K-12
Home Economics	7-12
Music	K-12
Industrial Arts	7-12
Nurses	K-12
Mathematics	7-12
Physical Education/Health	K-12
Science	7-12

Reading K-12

Social Studies 7-12

Special Needs K-12

Elementary Classroom Teacher
K-6

Speech K-12

All layoffs by category in subsections two (2) and three (3) of this section shall be based upon the order of inverse seniority as defined by Article XVIII. Should a vacancy occur in the department from which a member of the Bargaining Unit has been laid-off, or in a department which a member of the Bargaining Unit has taught within the last five years in the Swampscott School System, the member laid-off shall be recalled in reverse order of the lay-off.

The right of recall shall exist for a period of two (2) years from the effective date of the lay-off. This right of recall shall not apply to any unit member until that unit member commences a fourth year of employment in the bargaining unit. For the purpose of this Article, a vacancy shall not include vacancies created through illness or a leave for which the teacher is to be out for less than a semester.

Laid-off personnel in the Bargaining Unit may choose to remain on the health plan offered by the Town by paying the full cost of the plan. Personnel laid-off under this Article shall, if they notify the Superintendent in writing, be placed at the top of the substitute list. If a person on this

list refuses a reasonable number of assignments, the Superintendent may remove that person from the list.

Section 3:

Involuntary transfers will be ordered only after a meeting has been held between the teacher to be transferred and the Superintendent (or his designee) at which time the said transferred teacher shall be apprised of all the reasons supporting the decision to transfer. The above meeting shall be held if reasonable time before the effective date of the transfer and after due notice is given to the teacher and the Association. If, after the above meeting with the Superintendent the teacher to be transferred objects to the transfer on the basis of reasons given by the Superintendent, then, upon request of the teacher the Superintendent (or his designee) shall, within a reasonable time, notify the Association of the teacher's objections and the said Superintendent (or his designee) shall meet with the representatives of the Association to discuss the transfer.

Section 4:

When, in the judgment of the Superintendent, a transfer is necessary for good and sufficient reason and in the best interest of the school system (other than an emergency), the Superintendent shall make every effort to seek a volunteer. If the Superintendent in his sole discretion, does not transfer any of the volunteers, an

involuntary transfer will be made. In determining the identity of the teacher to be involuntarily transferred, a teacher's area of overall competence, major and/or minor fields of study, overall qualifications and length of service in the Swampscott School System will be taken into consideration by the Superintendent. As nearly as possible, teachers being involuntarily transferred will be assigned to a comparable position.

Section 5:

Teachers desiring a transfer, change of assignment, or employment in a summer program, evening school program, federal or state program, will submit an executed Teacher Preference Form to the Superintendent stating the assignment preferred. The Teacher Preference Forms will be distributed to all teachers at the start of the school year and must be submitted between September 1 and April 1 of each school year in order to qualify for consideration for the succeeding school year. Other than the above filing limits, no preference will be afforded applications on the basis of dates filed and, in no event will the information contained in the forms be used detrimentally to the teachers' interests. The Teacher Preference Forms must be renewed each year.

Section 6:

Notice of transfer will be given to teachers within a reasonable time after a final decision to transfer has been reached by the

Superintendent.

Section 7:

The Superintendent reserves the right to hire and transfer classroom teachers without the notice or other procedures defined herein in extraordinary cases where federally funded innovations and programs in the school system reasonably require such hiring, transfer, or specialized instruction to permit the school system to qualify for such programs, and the nature and procedures of the school system's applications for such funds do not permit a disclosure, are sufficiently uncertain and indefinite, or where speed in applying is of the essence so as to prevent meaningful collective bargaining with the Association prior to such action. In such cases, the Superintendent will notify the Association as soon as practicable of the program, the reasons for its implementation, its implementation, and its projected effect on the working conditions of the teachers and will, to the extent possible, negotiate any changes in working conditions caused by such innovations and program. Under normal circumstances hiring, transfers and/or specialized instruction caused by the implementation of federally funded programs will be consistent with and follow the procedures in this Agreement.

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ARTICLE XI

Teacher Assignment

Section 1:

Elementary teachers will be provided with preparation time whenever a specialist in physical education, art, library or music is assigned to his or her class and during recess periods, where reasonably possible. Teachers in the middle school and high school will have at least one (1) unassigned period a day of the normal length of a teaching period in addition to the time indicated in Article IX, Section 7. Teachers may be assigned a maximum of five (5) teaching periods per day with a maximum of four (4) consecutive assigned teaching periods where reasonably possible. Teachers in homemaking, industrial arts, art, and physical education, may be assigned six (6) periods per day up to a gross of twenty-five (25) periods per week. Periods in excess of the above limitation may be assigned teachers on a temporary emergency basis for compensation as defined in Article XV Section 1.

Section 2:

Teachers with the greatest seniority may decline home room assignments when someone is available in their department with less seniority. These more senior and experienced teachers shall, instead, make themselves available during normal home room periods to reasonably assist and advise the administration in the indoctrination of new teachers to the practices, procedures, and operations of the Swampscott School System. Teachers who are thereby not assigned to home room

remain subject to the provisions of Section 3, Article IX, and shall use this time as defined in this section.

Home room assignments shall, where possible, be equally divided among all the teachers in a school. A teacher shall not be assigned as a traveling teacher within a building if it is reasonably possible to assign a less senior teacher, in that department, to the traveling assignment.

Section 3:

It is the consensus of the parties to this Agreement that the ideal teacher-student ratio in the Swampscott School System is defined below and shall, to the extent possible, be maintained as nearly as reasonably possible, consistent with prudent assignment of the present teaching staff utilizing the existing physical facilities, as follows:

- (1) Elementary School: 25 to 30 students
- (2) Middle School and High School:
 - (a) All subjects except industrial arts, homemaking, office machines, band, and glee club: 25 to 30 students.
 - (b) Industrial arts, office machines, and homemaking: 15 students.
 - (c) Band and choral instruction: by agreement between the teacher and the principal.
 - (d) Study halls: 50 to 60 per

teacher

Should a dispute arise under the provisions of this section, it may be appealed directly to the office of the Superintendent if it cannot be adjusted by the teacher and his principal.

If the matter is not satisfactorily adjusted informally by the Superintendent, then the matter may be presented by the aggrieved teacher to the Joint Committee for final and binding decision of the matter. If the Joint Committee cannot agree upon a disposition or adjustment of the matter, then the original condition shall be maintained. In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained in this Agreement.

Section 4:

Classroom teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades, and subjects they will teach, and any special or unusual classes they will have, with reasonable certainty, consistent with the uncontrollable changes required in assignments which may occur, as soon as practicable after the assignments have been made by the administration, and, under normal circumstances by the close of school in June. Teachers will be informed by their principals, in writing, of changes in their teaching assignments made after June 15 by a notice sent to their address on file in the Superintendent's office. Under normal circumstances no changes will be made

after August 15.

Teachers with duties in more than one building whose schedule cannot be established in the spring will work out their schedule as soon as possible in the fall. This will be done in cooperation with the building principals involved and will be subject to final approval by the Superintendent.

Section 5:

Secondary school teachers will not be required to teach more than two (2) different subject areas in any school year. Teachers are required to be adequately prepared for each class and shall devote sufficient time in preparation each day in order to accomplish this end.

Section 6:

Substitute positions on the teaching staff which are known to be vacant for at least twenty (20) days shall, to the extent possible, be filled by teachers who have fulfilled state certification requirements; provided, however, if a certified teacher is unavailable, or unacceptable to the Superintendent, such vacancy may be filled by a qualified, non-certified teacher. After a twenty (20) consecutive school day trial period in the same assignment the substitute teacher, whether certified or non-certified, will be given a regular teacher's contract scale. If, in the discretion of the appointing authority, within the twenty (20) day trial period, it is determined that a "substitute teacher" is a "regular teacher"

then that teacher shall be placed on the teacher's contract wage scale, at a level determined by the Superintendent.

Section 7:

The Superintendent or his designee will make reasonable efforts to produce a qualified substitute teacher for full school day absences of classroom teachers provided, however, that subject to this Agreement the scheduling of classes and hiring of teachers is and remains within the discretion of the Superintendent and the Committee.

Should a dispute under the provisions of this section arise, if the matter cannot be adjusted by the Association and the principal involved, it may be appealed directly to the office of the Superintendent. If this matter is not satisfactorily adjusted informally by the Superintendent, then the matter may be presented by the Association to the Joint Committee for final and binding disposition. If the Joint Committee cannot agree on disposition or adjustment of the matter, then the original administrative decision shall prevail, subject to the provisions of Article IV hereof.

In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained herein.

Section 8:

In order to provide for an orderly operation

of the individual school, teachers may be required to share in the normal in-school responsibilities (i.e. supervision of pupils, fire drills, student dismissals, assemblies, etc.) by the principal on an equitable basis. All elementary teachers, specialists and classroom teachers will be assigned lunch and lunch recess duty on an equitable basis. To the extent that aides are employed, teachers will be relieved of these assignments.

Section 9:

All secondary school teaching assignments and each class size will be posted conspicuously in the office of the teachers' assigned school, when the information becomes available.

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ARTICLE XII

Teacher Protection

Section 1:

Any feasible or tenable complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher and his immediate superiors. The teacher shall have the right upon request to ascertain the name of such complainant and to respond to the complaint in writing or in person to said complainant.

Section 2:

Teachers will immediately report to the Superintendent in writing all cases of actual or suspected assault and/or battery suffered by them in the course of their employment in the school. Likewise, teachers will report any incident which involved the touching of an individual and which might, in their opinion, give rise to a charge of assault and/or battery against them.

The teacher's report will be forwarded to the Committee or their designee. The Committee will comply with any reasonable request from the teacher or the Association for information in its possession relevant to the incident, persons directly involved, and will otherwise reasonably act and cooperate with the teacher, police, and the courts to the extent it is possessed of such knowledge, reports, and information of the incident, as the employing authority, provided, however, that the Committee deems such action to be reasonably within the best interests of the school system.

Teachers shall also report cases of the recurrent problems with their pupils to the parents of that pupil through their respective principals in order to provide the parent with reasonable notice and warning of the existence of such problems before they reach a relatively serious stage.

Section 3:

If any proceeding is commenced against a teacher, the Committee will provide

indemnification as required by Chapter 258 of the Massachusetts General Laws.

Section 4:

The Committee will reimburse teachers in an amount from ten dollars (\$10) UP to two hundred dollars (\$200), for a maximum of two thousand dollars (\$2,000) in annual system-wide claims, for the replacement of clothing or other personal property of the teacher damaged or destroyed in the reasonable count of his employment within the school grounds.

Section 5:

The School Committee and the Association will share the printing cost of this Agreement. All teachers will receive a copy of this Agreement at the beginning of the school year. Additional copies of this Agreement will be shared equally by the Committee and the Association.

Section 6:

Audio and visual taping in the classroom will be done only with the written permission of all of the parties being recorded.

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ARTICLE XIII

Teacher Evaluation, Discipline, Suspension and Discharge

Section 1:

Consistent with the usual and existing practices of the Swampscott School System, all monitoring and/or observations of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any written evaluation reports prepared by their superiors as soon as reasonably possible. Teachers will have the right to see and review written individual reports, if any, as well as composite reports with the individuals making them. The purpose of observation and evaluation is to improve instruction and provide criteria for the basis of continued employment. Final evaluations for teachers without professional status will be in the possession of the teacher by May 15, where reasonably possible. For purposes of evaluation, 135 or more days shall constitute a year of service.

Section 2:

Teachers shall initial all written comments after a review with the evaluation officer(s) and may make personal comments in the space provided. Such initialing shall not necessarily be taken to indicate the teachers agreement or concurrence with such report. Any teacher may request an interview with a department chairman or

director, principal, or representative of the Superintendent's office to review their evaluation reports.

Teachers whose service has been rated unsatisfactory or who have been formally criticized or reprimanded by a superior in any respect shall be notified of such action, and shall have the right, upon request, to meet with the rating or evaluating superior who shall review and fully explain the rating to the teacher. Said reviewing superior shall also define and suggest to the teacher areas for remedy and improvement of the rating, criticism, or reprimand.

With regard to the personnel file or folder of all teachers in the Swampscott School System, the Committee hereby reaffirms its belief in and compliance with the so-called "open folder rule" of the laws of the Commonwealth as more fully explained in Chapter 71, Section 42C, of the General Laws which preserves teacher's right to examine and copy personnel folder, files, cards and records concerning either the teacher or his/her work, provided only that such examination shall be in the presence of a school official or his/her designee. Teachers also have the right to submit a written answer to derogatory material contained in the file and his/her answer shall be reviewed by the Superintendent and attached to the file copy of the derogatory letter.

A time limit of five (5) years will be set for the retention of any derogatory document within a teacher's folder. Once professional status is reached, any document contained within his/her folder will be available for him to read. No item in his or her folder will be withheld from a teacher with professional

status.

However, consistent with the cited statute, it shall be the responsibility of the individual teacher to request and periodically review his/her folders. The Committee urges the teachers to review regularly their personnel folders in order to protect fully their rights and to implement fully the terms, provisions and tenets of this Agreement.

TEACHER EVALUATION PROCESS

A. Teachers without professional status

1. Teachers without professional status shall be evaluated annually, and shall receive four formal observations; two of the four observations will be unannounced. This evaluation will begin by October 15 and will be completed by May 15. Prior to the evaluation cycle, the evaluator and the teacher will meet to discuss the evaluation process. Each observation shall not exceed one class period on the secondary level or 48 minutes at the elementary level. The evaluator will initiate this process.
2. Teachers without professional status will be observed and evaluated referring to the PRINCIPLES OF EFFECTIVE TEACHING which are appended hereto.
3. Teachers will have two evaluators where applicable. The first evaluator shall be the building principal or the assistant principal; the second evaluator will be the teacher's curriculum director where applicable.* The Superintendent will consider but shall not be required to honor the teacher's request for

a different evaluator.

4. Following each classroom observation, within five (5) school days, the evaluator and the teacher will confer. At this conference the teacher will receive a copy of the CLASSROOM OBSERVATION ASSESSMENT which will form the basis for their discussion. If specific recommendations are made as to the way the teacher may improve with respect to the PRINCIPLES OF EFFECTIVE TEACHING, the evaluator and the teacher will discuss the recommendations.
5. Following the post conference and within five (5) school days, the teacher may provide a written response to the CLASSROOM OBSERVATION ASSESSMENT FORM. The information gathered through the CLASSROOM OBSERVATION ASSESSMENT FORM will be used in the preparation of the final evaluation report but will not become part of the teacher's personnel record.
6. The EVALUATION SUMMARY will be given to the teacher, and will contain summary statements developed by each evaluator from the formal classroom observations. A written response by the teacher may be included on any EVALUATION SUMMARY. The evaluators will forward the EVALUATION SUMMARY to the Superintendent's office.
7. If specific recommendations reveal a serious problem that could lead to dismissal or non-reappointment, the teacher and evaluator shall develop, in concert, a growth plan which will be specifically designed to improve the performance of the teacher. This provision does not apply to teachers in

their first or second consecutive year.

8. Both the evaluator(s) and the teacher must sign the EVALUATION SUMMARY REPORT. The teacher's signature does not constitute agreement, but that the teacher has read the EVALUATION SUMMARY REPORT.

B. Teachers With Professional Status

1. Teachers with professional status shall be evaluated at least every three years and will receive at least one evaluation report in the year of evaluation, provided, however, a professional growth plan may require evaluation more frequently than every other year. Teachers with professional status will receive two observations, all announced, for their evaluation, and will be observed not more than once during a three-week period by the same evaluator. This evaluation will begin by October 15 and will be completed by June 15. Prior to the evaluation cycle, the evaluator and the teacher will meet to discuss the evaluation process. Each observation shall not exceed one class period on the secondary level or 48 minutes at the elementary level. The evaluator will initiate this process.
2. Teachers with professional status will be observed and evaluated referring to PRINCIPLES OF EFFECTIVE TEACHING which are appended hereto.
3. The first evaluator shall be the building principal or the assistant principal: the second evaluator will be the teacher's curriculum director where applicable. * The Superintendent will consider but shall not be required to honor the teacher's request for

another evaluator.

4. Following each classroom observation, within five (5) school days, the evaluator and the teacher will confer. At this conference, the teacher will receive a copy of the CLASSROOM OBSERVATION ASSESSMENT which will form the basis for their discussion. If specific recommendations are made as to the way the teacher may improve with respect to the PRINCIPLES OF EFFECTIVE TEACHING, the evaluator and the teacher will discuss the recommendations.
5. Following the post conference and within three (3) school days, the teacher may provide a written response to the CLASSROOM OBSERVATION ASSESSMENT FORM. The information gathered through the CLASSROOM OBSERVATION ASSESSMENT FORM will be used in the preparation of the final evaluation report but will not become part of the teacher's personnel record.
6. The EVALUATION SUMMARY will be given to the teacher by the evaluators, and will contain a summary statement developed from the formal classroom observations. A written response by the teacher may be included on any EVALUATION SUMMARY. The teacher and the evaluator may develop, in concert, a growth plan which will be specifically designed to improve the performance of the teacher. This EVALUATION SUMMARY will be forwarded to the Superintendent's office.
7. Both the evaluator(s) and the teacher must sign the EVALUATION SUMMARY REPORT. The teacher's signature does not constitute agreement, but that the teacher has read

the EVALUATION SUMMARY REPORT.

C. General

1. In order to maintain the confidentiality and integrity of the evaluation process, the teacher's evaluations will be kept in the Superintendent's office. A log will be kept as part of the file indicating who has seen the file, the date of access and the reason for accessing the file. Clerical staff whose job it is to maintain and secure the file shall not be included in the log. Those individuals who examine or receive copies of file material shall be logged.
2. Evaluation is grievable pursuant to the just cause standard of the Agreement. A grievance on evaluation shall be timely filed only after the evaluation process has been completed and the evaluation report issued. Satisfactory evaluations may not be grieved to the Arbitration level unless they are procedurally flawed or factually incorrect. Non-reappointment of Teacher Without Professional Status as a result of formative and summative evaluation data is non-grievable, but is arbitrable if proper procedure is not adhered to.

Section 4:

The Association recognizes the authority, discretion and responsibility of Curriculum Directors, Principals, and the Superintendent to discipline or reprimand a teacher. Any such action shall occur only in accordance with the provisions of Section 5 of this Article and only after the teacher has

been notified in writing of the pendency of such action at least 24 hours in advance with a complete description of the proposed action and reasons therefore. Teacher shall be entitled to representation by the Association at any disciplinary action.

Section 5:

No teacher will be disciplined, reprimanded, suspended, reduced in rank or compensation, deprived of any professional advantage or dismissed without just cause.

The Association agrees that in the event of a suspension or discharge of a teacher, compliance by the committee with the various steps and provisions of the Grievance Procedure contained in this Agreement shall constitute full satisfaction of the provisions of the General Laws of the Commonwealth as they pertain to such action, particularly Chapter 71, Section 42, and said Association does hereby waive any and all rights at law and in equity to appeal on the sole basis of the Committee's non-compliance with said statute.

In consideration of the fact that this Agreement contains mutually agreed-upon provisions for final and binding arbitration regarding alleged unjust Committee action under this Section, the Association further agrees that full compliance with the Arbitration provisions of this Agreement by the Committee, with respect to the suspension or discharge of a teacher resulting in a final and binding decision under this Agreement shall fully exhaust the remedies of the Association in that regard. The Association does hereby waive any and

all rights at law or in equity to appeal, on the merits, pursuant to Chapter 71, Section 43A, of the General Laws, any final and binding decision made under the Arbitration provisions of this Agreement.

Section 6:

The Committee will, upon request, provide the Association with such relevant documents as will reasonably assist the Association in developing intelligent, accurate, current, informed and constructive programs on behalf of the teachers and their students.

The Committee, upon request, will provide the Association with reasonably relevant material as is necessary to enable the Association to fully protect the rights of its members, to interpret and police this Agreement. The written request will contain a list of the information requested, the document of evidence required, the form in which it is requested, and the issues to which the information relates. The Committee reserves the right to discuss the form and expense of supplying requested information to the Association.

Section 7:

All administrators, directors and curriculum directors will survey the staff by June 1 of each academic year to obtain feedback and solicit input from teachers and staff. The areas of the survey will include but are not limited to: school climate, program effectiveness, curriculum innovation,

professional development and other opportunities for school improvement. The feedback tool used will be determined by the administrators and will remain in their possession. Results will be shared with teaching staff annually through staff meetings and School Councils.

Section 8 :

Teachers will receive a flow chart at the beginning of every school year identifying administrative responsibility in the areas of curriculum writing and planning, budget development, building maintenance, student discipline, professional development, special education, scheduling and communication protocols.

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ARTICLE XIV

Association Activity and Teacher Participation

Section 1:

The President of the Association may take up to six (6) days paid leave to conduct Association business. The Association agrees to pay one half the cost of substitute teachers.

The President and designated Vice President of the Association shall not be required to perform study hall, cafeteria, homeroom, recess, rest room or corridor duties or before or after school supervision of

students.

Section 2:

The Association is hereby granted, without cost, the privilege to use school buildings at reasonable times for Association meetings. The Association will notify the principal of the building to be used of the time and place of the meeting at least twenty (24) hours in advance.

Section 3:

The Committee will supply one (1) bulletin board in the faculty room of each school building for the exclusive use of the Association.

Section 4:

The Committee agrees that, consistent with the maintenance of proper balance and staffing of the school system, one (1) teacher with professional status designated by the Association upon written request by the Association given under normal circumstances on or before April 1st of the preceding school year, shall be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association activities on a state or national level. Upon the successful completion of such activities and at the conclusion of the leave granted, the participating teacher will be considered by the administration and the Committee as if he had been actively

employed in the Swampscott School System during the time of the leave and he will be placed on the salary schedule at the level he would have achieved if he had not been absent during the period of the leave. The provisions of this Article shall apply only so long as the teacher granted the leave shall continue to engage in the activities for which he was granted the leave by the Committee. Should the teacher fail to continue to engage in such activity, in any way terminate his relationship with the Association, or be terminated by the Association, the Committee may, at the sole exercise of its discretion, refuse to apply the provisions of this section. The Association agrees that in such circumstances, the failure of the Committee to so exercise its discretion shall not be or become a grievance within the meaning of the Grievance Procedure of this Agreement.

Section 5:

In order to facilitate the conduct of negotiations with the least possible expense to the town, the parties agree to normally conduct negotiations at reasonable times when the schools are not in session. If the Committee schedules negotiations at a time when school is in session, the representatives of the Association who are actually conducting the negotiations shall attend without loss of pay or benefits in order to permit their participation in such meetings.

Section 6:

A copy of the official Agenda of Committee meetings and attached documents (under normal circumstances) will be supplied to the Association a reasonable time prior to said meetings. Official minutes of School Committee meetings will be posted in each school and formal decisions reported in the school systems' internal publication.

Each year the Association will notify the Superintendent of the names and addresses of the officers, directors (building representatives), Negotiating, PR&R, and Professional Standards committee members.

The Association will supply the Superintendent with a copy of the Agenda for general meetings of the Association. The Superintendent and/or the Committee shall be permitted access to and may copy minutes of the general meetings of the Association.

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ARTICLE XV

Salaries

Section 1:

The salary of each teacher in the Swampscott School System shall be determined pursuant to the following sections of this Article. Payments shall begin the second Friday of the school year and continue every second Friday thereafter for a total of 21 equal payments. The final payday will be no later than the last day teachers are in school. In the event of a

split percentage salary schedule, it is understood that the first eleven pay checks are at the original rate and the next ten pay checks are at the second annual rate.

The parties further agree that during the respective effective dates these schedules are not open to any further negotiations or general adjustment; except only should the parties mutually agree to reopen any particular Special Assignment Classification in either schedule, then only that specific and individual classification may properly be the subject of further reopened negotiations. Such a reopener, however, shall not in any way alter, affect or modify the remaining (unreopened) classification adjustment. This Agreement in no way binds or commits either the Committee or the Association to agree to reopen. Likewise in the case of agreement to reopen, the Committee is in no way bound or committed to grant, or the Association to accept, any such offer and/or adjustment of the reopened special assignment pay.

Teachers receiving special assignment or athletic pay have the option of receiving such pay in a lump-sum payment at the conclusion of the special assignment or sport, or receiving it as part of their regular salary schedule payment.

The Senior Class advisor shall be relieved of all extra classroom duties. The class advisor will work with the principal to arrive at a duty schedule that will not adversely affect the operation of the school as well as provide for maximum benefit for the advisor to use his/her time.

The Junior Class advisor may be relieved of her/his extra classroom duties on an as

needed basis with permission of the high school principal.

If a secondary teacher (grades 6-12) agrees to teach an additional class above five per day (25 per week), the teacher will receive an additional .2 of his/her annual salary, exclusive of stipends and longevity. Whenever possible the number of .2 positions shall not equal a full time teaching assignment in a department.

Teachers working on grants, curriculum development, and special projects occurring outside the teacher's normal workday and approved solely by the Superintendent will be compensated at a rate not less than \$35.00 per hour.

The district will pay recertification fees, a maximum of \$100.00 per teacher. Teachers must present a copy of their new certificate and a receipt to be compensated.

See Salary Schedules in Appendix

Section 2:

Longevity (For continuous service in the Swampscott Public Schools unless modified by Article XVII Section 12)

After 12 years through M+15)	\$300 (N
After 15 years	\$715
After 20 years	\$1265
After 25 years	\$1815

All in-service credits earned in Swampscott shall be eligible to advancement on the salary scale.

Language for compound maximum:
Teachers on the M+30 through M+75 scale will receive regular longevity (except for year 12 listed above) plus a compound maximum of \$500.00. All such compound longevity will be cumulative for continuous service of at least eleven years, on the twelfth year in the Swampscott Public Schools unless modified by article XVII Section 12.

Section 3:

There shall be, and is hereby established, a Professional Standards Committee which shall consist of six (6) members all of which shall be voting members on all matters that come before the Professional Standards Committee for decision. Three (3) members shall be appointed by the Superintendent and three (3) members by the President of the Association. A voting chairman shall be elected by a majority vote of the Professional Standards Committee. In the event of a deadlocked vote on any matter before the Committee, the Superintendent shall break the deadlocked vote.

The terms of the members of the Professional Standards Committee shall be three (3) years on a staggered basis. Any member of said Committee may be replaced by either the Association or the Superintendent as regards their respective appointees except, however, that the replacement appointee shall serve only for the balance of the term of the member

being replaced.

The jurisdiction of the professional Standards Committee shall be limited to matters specifically provided in this Agreement and matters over which the said Committee's previous jurisdiction remains unaltered by this Agreement. The parties to this Agreement may, from time to time, by mutual agreement in writing extend or modify the jurisdiction, procedures, and practices of the Professional Standards Committee.

No more than six (6) years may elapse between the completion of the course and submission to the Profession Standards Committee for judgment and approval.

Section 4:

No more than six (6) years with the exception of twelve (12) years between Masters plus 30 to Masters plus 75 or Doctorate may elapse between the beginning and completion of the course requirements for each non-degree salary level and submission to the Professional Standards Committee for judgment and approval.

A teacher shall not be deemed qualified for progression to a higher level of training unless he has notified the Superintendent in writing of his intention to do so by January 1 prior to September of the school year in which progression will take place. Progression will take place on either September 1 or February 1 provided sufficient documentation as to degree or course work is presented to the

Superintendent one month prior to the first day for either of the months. Progression on February 1 will be prorated in dollars for the remaining period of time for that school year.

Section 5:

The following are course requirements for teachers:

Three credits of approved study every three-year period of service in the system.

The above indicated credits may be from in-service courses which have been approved by the Superintendent, or from accredited institutions. An in-service course requires a minimum of ten (10) hours of class time and five (5) hours reflected by the submission of a report or class activity for one (1) in-service credit. In both cases the course must be relevant to the applicant's teaching assignments.

When requesting approval of the required three (3) credits, it will be incumbent upon the teacher to include, in the description of the course, information which will enable the Professional Standards Committee to determine that said course is related to the teaching assignment of the applicant. In both cases the course must be acceptable to the Professional Standards Committee in order to be applicable toward a step or preparational level increase.

It is the express intent of the parties to this Agreement to encourage and reward teachers who pursue and demonstrate professional growth beyond their regular

teaching duties and progression on the salary schedule. Approval of such activities shall not, therefore, be considered automatic and routine.

Section 6:

The Bachelor's degree plus fifteen (15) hours, Master's degree plus fifteen (15) hours, Master's degree plus thirty (30) hours, Master's degree plus forty five (45) hours (FY 2005), Master's degree plus sixty (60) hours . Master's degree plus forty-five (45) hours (FY 2005) Master's degree plus seventy-five five (75) hours have been written into the salary schedule for Swampscott teachers to provide teachers with immediate financial returns for additional study and to otherwise further raise the professional standards as they exist in the Swampscott School System in order to provide the children of Swampscott with the finest, most dedicated and best informed teachers possible on a continuing basis.

These non-degree programs must represent fifteen (15), thirty (30), forty-five (45), sixty (60) and seventy-five (75) hours respectively of successful graduate work or its equivalent which is acceptable to and has been approved by the Professional Standards Committee.

Section 7:

Course reimbursement will be offered with an annual district financial cap of \$20,000. Teachers will be reimbursed for one class

every two years. Any reimbursement not paid because of such cap shall be first on the list in successive years over new reimbursements.

Action on teacher applications under this section, being solely within the discretion of the Superintendent and the Committee, shall not be subject to the Grievance Procedure of Joint Committee provisions contained herein.

Section 8:

The Committee will pay reasonable expenses (including but not limited to) fees, meals, lodging or transportation at the mileage rate of town rate per mile in excess of fifty (50) miles plus tolls and parking fees, incurred by teachers who attend workshops, seminars, conferences, or other approved professional improvement sessions at the request and with the advance written approval of the Superintendent, provided, however, that such travel and other expenses have been provided for in the existing school department budget, provided further that the teacher is not compensated by some other sponsoring agency.

Teachers requesting reimbursement from the Committee under this section prior to payment will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought and the date and name of administrator granting approval for the expenses.

Section 9:

At his or her sole discretion, the Superintendent shall fix the initial salary rate of each teacher on entering employment, giving consideration to previous experience and special skills; provided, however, that such salary rate shall not be less than the minimum established in this Article. Teachers who enter the school system at other than the beginning of the school year will move the following year on the step schedule at the discretion of the Superintendent. Teachers who are within the system may be granted individual additional step increases for merit, service, degree requirements, or for additional duties.

Section 10:

Salary increases of any kind are not automatic. They are granted by the Superintendent, after lawful discussion and consideration of the Association's requests, only where there has been a continuation of high standards of teaching or a demonstrated improvement of efficiency in service. The Committee reserves the right subject to the provisions of this Agreement and after due notice, to withhold increments from a teacher doing unsatisfactory work.

Section 11:

For purposes of this agreement, except for temporary substitute teachers, whenever the Superintendent and/or the Committee is required to calculate the amount of pay due

a member of the Bargaining Unit for services actually rendered for a period of time that is less than (partial) a full contract year, or to determine amounts teachers are to be docked or reduced in pay for disciplinary or other purposes under this agreement; then the amount due or margin of pay reduction, as the case may be, shall be calculated by utilizing the base figure of 1/180th of the teacher's annual salary for each day of actual employment or reduction. In the case of temporary substitute teachers, said amount, due and/or to be utilized for docking or for reduction in pay shall be determined by the daily wage rates specified in the agreement.

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ARTICLE XVI

Insurance, Hospital Benefits, and Notification

of Resignation or Retirement

Section 1:

The School Committee agrees to provide the same health insurance and life insurance policies to teachers as that provided other town employees. The Committee also agrees that the percentage paid by the teachers for these policies will be the same as paid by other town employees as stated in Chapter 32B of the Massachusetts General Laws.

Section 2:

Teachers intending to resign or retire shall notify the Superintendent, in writing, at least four (4) weeks before said termination is to take effect.

It is the consensus of the parties to this Agreement that teachers should not resign without due notice to the Administration to allow it a reasonable time prior to the summer months for the hiring of a replacement.

In recognition of dedicated service to the children of Swampscott, any teacher employed prior to June 30, 1996 covered by this agreement shall obtain an increase in compensation by following these established procedures:

Eligible teachers, who have been employed by the Swampscott School System prior to June 30, 1996 and have not opted to participate in the 403(B) program, will notify the Superintendent of Schools by November 1 of the year the employee intends to retire in order to receive the sick leave buy back incentive in the next fiscal year. If the employee wants to receive the sick leave buy back incentive in the year in which the employee will retire, a one year notice prior to the November 1 deadline must be given. The formula for the sick leave buy back incentive is as follows:

$$\frac{(20\% \text{ of unused accumulated sick leave})}{180} \times (\text{final years salary})$$

In case of death while in service the same formula will pay a benefit to the employee's

designated beneficiary or his estate.

The notice requirement of this section is intended for budget considerations and may be waived in the case where an unanticipated physical disability requires the retirement under the provisions of the Teacher's Retirement Act at a time earlier than originally contemplated.

In the event the individual has a prolonged illness during their last year, he or she may elect to withdraw from the participation in this program and revert to his or her pre-November status.

Section 3:

Bargaining Unit members hired after June 30, 1996 shall not be eligible for benefits under the SICK LEAVE BUY BACK provisions of Article XVI, Section 2. The Committee and the Association agree to establish a fund for teachers hired after June 30, 1996 and current unit members who had previously elected this option. The fund will be a 403(B) administered by a committee chosen by the SEA. The School Committee agrees to make a matching contribution dollar for dollar up to \$300 in FY 2005, \$350 in FY 2006 and \$400 in FY 2007 for each bargaining unit member. Payments cannot be made retroactively. Upon termination or retirement, a unit member shall be eligible to receive funds consistent with the fund's rules and regulations. Further, a committee made up of SEA members will be formed to oversee the implementation of the plan.

ARTICLE XVII

Sick Leave, Military Leave, and Other Authorized Leave

Section 1:

Teachers shall be entitled to fifteen (15) sick leave days each school year as of the first official day of each school year. In the case of a first year teacher, should that teacher leave before the completion of the school year, the teacher will be entitled to sick leave at a rate of 1 1/2 days per month. The cost of any excess sick days shall be deducted from the last paycheck at the rate of 1/180th of the amended salary per sick day in excess of the accumulated sick leave. The Committee, in its sole discretion, may allow sick leave beyond the limits described herein. Unused sick leave days are cumulative from year to year with an unlimited maximum. Except on reinstatement after a specifically enumerated leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service.

Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent. Extended sick leave shall not be considered by itself as sick leave abuse.

Section 2:

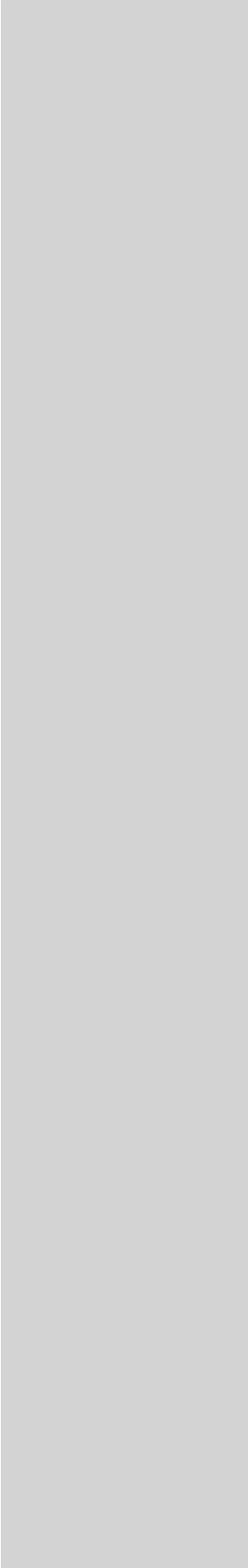
In addition to personal illness or injury, initial or accumulated sick leave may be utilized for the following purposes, provided, however, such leaves result from individual teacher responsibility and said teachers will, upon request, supply proof of such responsibility.

- a. Emergency illness or injury in the family requiring a teacher to make arrangements for necessary medical and/or nursing care.
- b. A critical illness in the immediate family.
- c. Any other reason approved by the Superintendent.

Should a dispute as to the interpretation and application of this provision arise if the matter cannot be adjusted by the teacher or his principal, it may be appealed directly to the Superintendent. If the matter is not satisfactorily adjusted informally by the Superintendent, then the matter may be Joint Committee cannot agree upon disposition or adjustment of the matter, then the original administrative decision shall prevail subject to the provisions of Article IV hereof. In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained in this Agreement.

Section 3:

A sick leave bank shall be established, upon



the effective date of this contract, for the use of those members of the professional staff covered by this Agreement who wish to participate, and who have exhausted their own sick leave.

During the month of September, a staff member may join the bank by signing an authorization card, provided by the Association, donating one of his sick days to the bank. On October 1st, the Association will notify the Superintendent's office of the names of the staff members participating in the bank, so that one day of sick leave may be subtracted from their account and credited to the bank. The bank shall accumulate from year to year.

The sick bank shall be administered by a Sick Bank Committee consisting of three members appointed by the Association President. The Sick Bank Committee shall determine the time when it becomes necessary to replenish the bank by an assessment of an additional day of sick leave from participating members.

The Sick Bank Committee shall promulgate guidelines to determine the eligibility for use of the bank and the amount of leave to be granted. The initial grant of leave from the bank shall not exceed thirty days. Upon expiration of the thirty day entitlement, the period may be extended by the Committee for additional thirty day maximum periods.

The decision of the Sick Bank Committee with respect to eligibility shall be final and not subject to the grievance procedure.

Section 4:

In addition to sick leave, teachers shall be entitled to the following temporary leaves of absence each school year with no loss of pay or benefits except, however, that unused leave days under this section shall not be cumulative from year to year.

When leave is required for the Association connected business as set forth in this section, the Association or the designee who is to actually use the leave shall notify the Superintendent in writing of his intention to take leave and the purpose of the leave at least seven (7) days prior to the date the leave is scheduled to begin. Leave, under the provisions of this section, shall be allowed for:

- a. Time reasonably necessary for such officers and/or members of the Association not to exceed two (2) individuals as may be designated by the Association to attend Massachusetts Teachers Association, National Education Association conferences and/or conventions or such other similar conferences and conventions as may be approved by the Superintendent.
- b. Time reasonably necessary for designated Association building representatives, Association officers, members of the Association Grievances Committee, for the presentation of grievances under this contract when such activity is scheduled to take place at a time during which such employees are normally required to be on duty. The Association agrees to the extent

reasonably possible that the initial receipt and preliminary investigation of grievances will be conducted outside of regular school hours.

- c. Such times as may be reasonably necessary for any teacher's appearance in a legal proceeding directly connected with his employment in the Swampscott School System; or such other legal proceeding wherein attendance is required by law or direct mandate of any other judicial or quasi-judicial body.
- d. Up to five (5) days at any one time in the event of death in the immediate family. The term "immediate family" refers to the teacher's spouse, child, father, mother, sister, brother, or grandparents. Absence of up to Three (3) days without loss of pay or benefits will be allowed an employee to attend the funeral of a mother-in-law, father-in-law, brother-in-law, sister-in-law, uncles, aunts, nieces, nephews, cousins, and domestic partner. ("Domestic partner" is defined as the person of the same or opposite sex with whom the person lives).
- e. Up to three (3) days leave (annually) for personal, legal, business, household or family matters which require absence during the school hours, provided, however, upon notification by way of the Personal Leave Form, for said personal leave the teacher shall state to the Superintendent that leave under this section is required by the individual

responsibility of the teacher, it is not to be used to extend holidays or vacations, and is not for reasons for leave specified in other provisions of this Agreement. Except in cases of emergency, the Personal Leave Form shall be submitted at least 48 hours in advance of the day(s) of leave requested. Teachers who must be absent from school to observe religious holidays must utilize a personal day for the first day. Teachers who are absent to observe religious holidays for a second or third day shall be eligible for one additional day of leave under this subsection. Teachers needing the additional day of leave must request the religious days in writing to the Superintendent stating the religious obligations that must be met.

- f. One (1) day annually for the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided, however, that absences have received prior approval of the principal or Superintendent.
- g. Any other reason approved by the Superintendent.

Section 5:

A leave of absence without pay of up to two (2) years may be granted, consistent with the maintenance of proper balance and staffing of the school system, to a teacher with professional status who is in training or assigned a teaching position through the

Peace Corps or serves as an exchange teacher or similar programs acceptable to the Professional Standards Committee provided, however, that such teacher remains a full-time participant in such position or program throughout the period of leave granted by the Superintendent. Reasonable notice of intent by a teacher to perform service shall be given the Superintendent in writing, in no event, later than April 1st of the school year preceding the teacher's participation in the program. The written notice shall specify the nature or basis of the program sponsors or financing arrangements, periods of areas of training and projected or anticipated teaching assignments and length of service.

It is the express agreement of the parties of this contract that teachers utilizing the professional privileges of this section shall be required to return to their teaching positions in the Swampscott School System at the completion of such a leave for a minimum period of at least one (1) school year. Upon return from such leave a teacher will be considered as if he were actively employed by the Committee during the period of the leave and will be placed on the salary schedule at the same level of pay as if he had not been absent.

Section 6:

The committee will comply with all state and federal laws with respect to military leaves of absence. Teachers returning from military leave will be reemployed in accordance with the provisions of the Selective Service Act of 1948, as amended by the Universal Military Training and Selective Service Act of

1951, the Armed Forces Reserve Act of 1952, and the Reserve Act of 1955, and as such act may be hereafter amended. Teachers will suffer no break in seniority because of absence due to military leave.

Section 7:

Child rearing leave or adoption leave of up to one full year without pay or increment will be granted to a teacher. A teacher who becomes pregnant or intends to adopt shall notify the superintendent in writing four months before the expected arrival of the child stating the anticipated date of commencement of the leave and the anticipated return date. A teacher on such leave is entitled to return to the same, or a similar position without loss of employment benefits for which she was eligible on the date that her leave commenced. The teacher granted such leave shall receive an increment for that year if more than ninety-one (91) days are worked in the school year.

Section 8:

Except as specifically provided herein all benefits to which a teacher with professional status was entitled at the time an authorized leave of absence commenced, including but not limited to seniority, and unused sick leave shall be restored upon authorized return, and the teacher will be assigned to the same, or substantially equivalent position as the one held at the time the leave commenced.

Section 9:

All requests for extensions or renewals of leaves will be filed with the Superintendent's office (in writing) a reasonable time before the leave is scheduled to expire. The Superintendent shall act within a reasonable time of receipt of the request and shall notify the teacher (in writing) of the decision, together with the reasons for such action.

Section 10:

The privilege of sabbatical leave of up to one (1) year may be made available to teacher with professional status of the Swampscott School System for advanced study, travel, and other acceptable areas of professional development upon recommendation of the Superintendent and the Professional Standards Committee. The granting of sabbatical leave shall be discretionary with the committee and shall not be subject to the Grievance Procedure as defined in this Agreement. Upon formal approval by the Superintendent sabbatical leave will be granted subject to the following conditions:

- a. Before beginning a sabbatical leave a teacher shall agree in writing to return to active service in the Swampscott schools for a period of at least two (2) school years following the expiration of the sabbatical leave period. A teacher who does not fulfill this agreement shall repay to the town the amount of salary received during the

sabbatical leave, provided, however, that the teacher shall be released from such payment if his failure to serve the two (2) years post sabbatical service is due to his illness, disability, death, or discharge by the Superintendent.

- b. Nor more than two (2) PTS members of the teaching staff shall be allowed sabbatical leave at any one period. If there are more than two applicants for sabbatical leave for the same period, the Superintendent will have the final decision in choice of the candidates.
- c. The form requesting sabbatical leave (available from the Superintendent's office) must be received no later than January 31 and all action on sabbatical leave requested will be completed no later than March 31 of the school year preceding the year in which the sabbatical leave is to be taken. The form will be submitted by the applicant in duplicate: one copy to the Superintendent and one copy to the PSC. The form must be completed in its entirety, including comments and recommendations of the applicant's principal and curricula director.
- d. At a mutually convenient time, the applicant will meet with the Superintendent and the PSC for the purpose of detailing plans for the sabbatical year. After such interview, the PSC will submit its recommendation in writing to the Superintendent. Copies of the PSC's recommendation will be sent to the

Chairman of the School Committee, the applicant, the applicant's principal and the applicant's curriculum director. The Superintendent will submit his recommendation, in writing, to the Chairman of the School Committee, the PSC, and the applicant.

- e. To be eligible for sabbatical leave teachers must have completed at least seven (7) consecutive full years of service in the Swampscott School System. No teacher may reapply for a second sabbatical leave unless he has completed seven (7) consecutive school years since his last sabbatical leave.
- f. Teachers on sabbatical leave will be paid at three-fifths (60%) their regular salary at the time their applications for leave are approved, provided, however, that that amount when added to any scholarship, grant, or aid shall not exceed the regular salary rate. In the event that the scholarship, grant or aid when combined with three-fifths (60%) of the teacher's regular salary exceeds the regular salary, then the salary paid to the teacher by the Committee during such leave shall be reduced to an amount that equals the teacher's regular salary.
- g. Teachers returning from sabbatical leave will be placed on the step of the salary schedule which they would have achieved had they remained actively employed in the system and had successfully completed all interim educational requirements during the

period of their leave.

Section 11:

Any teacher who has been called for jury duty in a jurisdiction in which they are not exempt from duty will be granted a leave of absence and will be paid the difference in salary for the duration of the assignment.

Section 12:

In order to receive longevity listed in Article XV Section 2, bargaining unit members will only count continuous service in the Swampscott Public Schools toward the years required for such longevity whether regular or compound maximum. Members who take an approved non-paid leave of absence of not more than two years will recoup their previous service in the Swampscott Public Schools toward longevity by remaining within the system for at least five additional continuous years.

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ARTICLE XVIII

Seniority

Section 1:

Each teacher in the bargaining unit shall have and accumulate seniority on the basis of the total length of continuous service as a teacher and/or administrator in the Swampscott School System. Beginning September 1, 1985, part-time employees of

the Swampscott School System shall accumulate seniority on the basis of the percent of a full-time position worked. For example a halftime teacher working a full school year will earn one-half year in seniority. Teachers shall lose their seniority for the following reasons:

- (1) Resignation or other form of voluntary severance.
- (2) Discharge for cause.
- (3) Retirement.
- (4) Sustained absence from normal duties for a period of 90 days without filing application for a leave of absence, sick or maternity leave or other request for authorization of absence with the Committee.

If there have been two (2) separate and broken periods of employment in the Swampscott School System for any of the reasons listed above in this subparagraph, then only the latest and continuous period of employment will be considered in determining seniority.

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ARTICLE XIX

PROVISIONS RELATED TO NURSES

Reference:

1. Automobile Insurance Policy - For each nurse the Committee agrees to pay the difference in cost between a \$15,000-

\$30,000 bodily injury liability insurance policy on a pleasure vehicle and a \$100,000-\$300,000 bodily injury liability insurance policy on a vehicle used for business.

2. SCHOOL NURSE EVALUATION

- a. The school nurse will be evaluated at least every other year.
- b. The two evaluators for the school nurse will be the principal and the Lead Nurse.
- c. The evaluating administrators and the school nurse should meet in a goal-setting conference by October 15, utilizing the Needs Assessment Form. At this time the needs of the schools or programs assigned to the school nurse should be reviewed as well as the goals that the nurse has set for the upcoming year. Consideration should be given to circumstances of assignment, including pupil ratio, students requiring specialized health care, mandated programs, health instruction, and school-community values.
- d. Evaluation should be in process by November 1 and completed by May 1. The process should be initiated by the evaluator.
- e. Because of the specialized nature of school nursing, the evaluation is considered to be ongoing. A mid-term conference shall be held by December 31, in order to discuss the progress of the evaluation process.
- f. Should the evaluation feel that there are areas of concern, based on the PRINCIPLES OF EFFECTIVE SCHOOL NURSING PRACTICE, recommendations can be made at this time. If necessary, a PROFESSIONAL

GROWTH PLAN may be established. Monthly conferences shall be held for assessment of the progress made by the school nurse to address the needs expressed in the PROFESSIONAL GROWTH PLAN.

3. The Committee will provide professional liability insurance coverage and will be based on the following limits of liability:

\$100,000 - \$300,000.
4. All Articles and sections of the Teachers' contract will apply to the nurses except exclusions and modifications of the following:
 - a. Article IX, Section 9, Add: Nurses will be expected to drive injured pupils or staff to a hospital or home. The Committee will provide an Automobile Liability Insurance Policy and Professional Liability Insurance related to the requirement stated above.
 - b. Article XI: Exclude all sections. Add: A substitute nurse will be provided for an absent nurse.
 - c. Article XV: Exclude this entire article.
 - d. Article XVII: Exclude sections 5 and 10.
 - e. Preamble: Applies.
 - f. Article I, Section 1: (Recognition): Applies.
 - g. Article I, Section 2 (Unit Description): Applies with the change that nurses are added to the "inclusion" and are removed from the "exclusion."

- h. Article II (No Discrimination): Applies.
- i. Article III (Dues Deduction): Applies.
- j. Article IV (Joint PR&R Committee): Applies.
- k. Article V (Rights of the Committee): Applies.
- l. Article VI (Grievances): Applies.
- m. Article VII (Arbitration) Applies.
- n. Article VIII (No Strike Clause, etc.): Applies
- o. Article IX (Teachers' Duties): Applies.

Section 3 of Article IX is agreed to cover the extra time work provision contained in clause #10 of the nurses old contract.

- p. Article X (Transfer & Vacancies): Applies.
- q. Article XI (Teacher Assignment): Does not apply. Include wording in nurses contract (addendum to teachers contract) the same as 1st sentence from clause #5 of nurses old contract. Do not include 2nd sentence (pay rate for substitute nurse = \$50 per day). It is understood that pay rate for a substitute nurse will be determined by the Superintendent. \$50 per day will be considered to be the minimum pay rate.
- r. Article XII (Teacher Protection): Applies.
- s. Article XIII (Teacher Evaluation, Discipline, Suspension and Discharge): Applies. (This is tentative and subject to review by the Superintendent and his opinion.)
- t. Article XIV (Association Activity and Teacher

Participation): Applies.

u. Article XV (Course Reimbursement, Section 7): Applies.

v. Article XV (Salaries and Appendix): Applies (see Salary Scale Nurses' Column)

w. Article XVI (Insurance, Hospital Benefits and Notification of Resignation or Retirement):

Applies - Massachusetts Retirement System applies to nurses.

x. Article XVII (Sick Leave, Military Leave and Other Authorized Leave): Sections 1,2,3,4,6,7,8,9,11, apply. Sections 5 and 10 do not apply.

y. Article XVIII (Seniority): Applies.

z. Article XIX (Separability and Savings): Applies.

aa. Article XX (Duration of Agreement): Applies.

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ARTICLE XX

Separability and Savings

Section 1:

If any Article of Section of this Agreement or any Rider thereto should be held invalid be operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of

such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with, which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of invalidity or restraint.

Section 2:

The parties agree to carry out the commitments contained herein and to give them full force and effect consistent with law. The parties also agree and hereby affirm that the Committee can in no way avoid the future implementation or effectuation into policy of mandatory directives passed by the Legislature or issued by said superior governmental authority and therefore recognize that such areas are not the proper subjects for either mandatory or permissive collective bargaining.

Insofar as the Agreement specifically defines the rights, reservations prerogatives, obligations and responsibilities of the parties, the Committee agrees that the Association may consider as physically amended, the Administrative Regulations, Policy Statements, and Manuals of the School Administration and the committee, and that it will take or recommend such

other action as may be reasonably necessary in order to give full force and effect to the provisions of this Agreement.

It is specifically understood by the Association that any policy of the committee, written or unwritten, if not modified, abridged, or amended by this Agreement remains and continues in full force and effect.

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ARTICLE XXI

Duration of Agreement

This contract shall take effect as of and shall continue in full force and effect through August 28, 2007. No later than January 15, 2008 the parties will enter into negotiation for a new contract to become effective September 1, 2008.

ARTICLE XXII

A review of the Special Education Program will occur and recommendations will be reviewed by a committee including representatives from the SEA, SSC and Special Education Department to determine future needs and considerations. New positions that may be generated from this review would be impact bargained.

Date:

For, and on behalf of the Committee,

Brian C. Coughlin, Ed.D

Superintendent of Schools

Maureen Szmzack

Director of Special Education

For, and on behalf of the Association,

Patricia D. Shanahan

President Swampscott Education Association

Charles Duggan

Vice-President and Chairman, Bargaining
Committee

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Appendix: Salary Schedules

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Revised: February 7, 2005

URL: <http://www.swamped.org>