



Tentative Agreement
Between the
Saugus Union School District
And the
Saugus Teachers Association
May 23, 2019

The Saugus Union School District (District) and the Saugus Teachers Association (STA) agree to the following Tentative Agreement (TA). This TA reflects the full and complete agreement of the parties and will be incorporated into the current Collective Bargaining Agreement unless otherwise indicated below:

The parties agree to the following terms to take effect upon ratification of the TA by the parties:

Article 9.0 – Professional Dues and Payroll Deductions

**Note: This article has been changed to comply with current law regarding agency fees.*

- 9.0 Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified member dues, initiation fees and general assessments assessed by the Association. ~~Such authorization will continue in effect from year to year and may not be revoked.~~ Pursuant to such authorization, the District will deduct one-tenth of such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year will be prorated to complete payments by the end of the school year.
- 9.1 ~~Any bargaining unit member, within thirty (30) days from the date of commencement of assigned duties, will become a member of STA/CTA/NEA, or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues. However, the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 9.0. In the event that a bargaining unit member will not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 9.0 the Association will so inform the District, and the District will immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 9.0. There will be no charge to the Association for such mandatory agency fee deductions.~~
- 9.2 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations will not be required to join or financially support STA/CTA/NEA as a condition of employment;

~~except that such unit member will pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organization charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code. Such payment will be made on or before October 1, of each school year.~~

- 9.3 ~~Proof of payment and a written statement of objection to joining or to financially supporting employee organizations will be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of paragraphs two (2) and three (3) above. Proof of payment will be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof will be presented on or before October 1 of each school year.~~
- 9.4 With respect to all sums deducted by the District pursuant to paragraphs 9.0 and 9.1 ~~whether for membership dues or agency fee~~, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, ~~categorizing them as to membership or non-membership in the Association~~, and indicating any changes in personnel from the list previously furnished.
- 9.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

Hold Harmless Clause

- A. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of the Agreement or their implementation.
- B. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph A (above) shall or shall not be compromised, resisted, defended, tried or appealed.

Article 11.0.1 – Hours of Access

Teachers shall have access to their work location during the school year as follows:

- Week Days and Breaks – custodial hours
- Weekends – 6:00 am – 6:00 pm
- District Office Designated Holidays – No access
- Summer – Access shall be prearranged with the Site Administrator

Teachers shall notify their site administrator(s) via text or phone call when they plan to be on campus during non-student attendance days. District support services will not be available to teachers on these days unless previously scheduled (i.e. report card support).

Article 11.1 – “Learning to Teach” Support Provider Selection Committee Peer Assistance and Review (PAR) Peer Review Panel

11.1 The “Learning to Teach” Selection Committee **Peer Assistance and Review (PAR) Peer Review Panel** will be comprised of three (3) bargaining unit members and two **(2)** administrators **(Assistant Superintendent or designee and principal)**. The Association will provide the names of the three (3) bargaining unit members to the Superintendent or designee by ~~October 15~~ **July 1st** of each year. The Superintendent or designee will provide the names of two administrators to the Association by ~~October 15~~ **July 1st** of each year.

Article 13 – Sick Leave

13.5 The Assistant Superintendent of Human Resources or designee may require a doctor’s release prior to returning to work for the following reasons:

- Worker’s compensation case
- A disability or illness including pregnancy, miscarriage, childbirth
- **An absence of 5 or more consecutive days**

13.5.1 In cases where a work record reflects suspected abuse of sick leave, the Assistant Superintendent of Human Resources or designee shall notify and/or meet with the employee. If the abuse continues, the District shall have the right to request and receive a doctor's affidavit verifying the illness or injury of the absent bargaining unit member for the day(s) of absence in question. In the case the employee is unable to obtain a doctor's affidavit from his/her personal doctor, the District reserves the right to require the bargaining unit member to be examined by a District doctor, at District cost.

Article 13.25.1 – Personal Necessity Leave

Two (2) of the ten (10) personal necessity days per year may be used at the employee’s discretion but may not be taken on a District professional development day, the days before or after a Board approved break or holiday weekend, or high needs substitute days. “Discretionary” days may not be used on consecutive days. The Assistant Superintendent of Human Resources or designee will publish a calendar indicating high needs substitute days. “Discretionary” days are listed as such in the substitute system but are drawn from the employee’s Personal Necessity allotment. Discretionary Days do not carry over from year to year.

Article 14.2.1 – Split Grade Classes

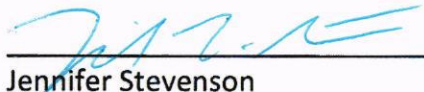
The District will make a good faith effort not to assign teachers to split grade level classes in successive years unless the teacher volunteers for such an assignment. In addition, efforts will be made not to assign teachers without prior teaching experience to split grade level classes during their first two years of service in the District. The District and STA acknowledge that split grade level classes are sometimes unavoidable. The Principal has the final responsibility for grade level assignment, including the assignment of a split grade level class. The assignment of grade level remains at the discretion of the Principal.

Article 20.0 S - Stipends:

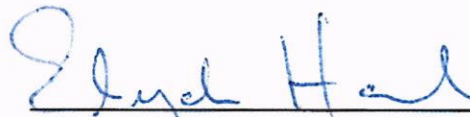
- SDC Mod/Sev: ~~\$2000~~ **\$2500**
- SDC Mild/Mod: ~~\$1000~~ **\$1500**
- **RSP: \$1500**
- **Dual Language Immersion: \$1500**

The Collective Bargaining Agreement will be modified in accordance with this agreement and the language approved by the Assistant Superintendent of Human Resources and the Chief Negotiator for the STA.

This agreement is subject to ratification by both the Governing Board of the District and the membership of STA and will not become final until such ratification occurs.



Jennifer Stevenson
Assistant Superintendent, Human Resources
Saugus Union School District



Elizabeth Hand
STA Chief Negotiator