

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

COHASSET SCHOOL COMMITTEE

AND THE

COHASSET TEACHERS' ASSOCIATION

Effective

September 1, 2022 to August 31, 2025

Table of Contents

Article I - Recognition Clause	1
Article II - Grievance Procedure	1
Article III - Salaries	3
Article IV - Teaching Hours and Teaching Load	3
Article V - Class Size	9
Article VI - Non-Teaching Duties	10
Article VII - Teacher Employment	10
Article VIII - Teacher Assignment	10
Article IX - Transfer Policy	11
Article X - Vacancies and Promotions	11
Article XI - Positions in Summer School, Evening School, and Under Federal Programs	12
Article XII - Teacher Evaluation	12
Article XIII - Teacher Facilities	13
Article XIV - Sick Leave	13
Article XV - Temporary Leave of Absence	15
Article XVI - Extended Leave of Absence	16
Article XVII - Sabbatical Leaves	18
Article XVIII - Tuition Payment	18
Article XIX - Protection	20

Article XX - Personal Injury Benefits	20
Article XXI - Insurance and Annuity Plan	20
Article XXII - Textbooks and Equipment	21
Article XXIII - Payroll Deductions	21
Article XXIV - General	22
Article XXV - Consultation Procedure	24
Article XXVI - Non-Discrimination	24
Article XXVII - Copies of Agreement	24
Article XXVIII - Statutory Authority of School Committee	24
Article XXIX - Reduction in Force	24
Article XXX - Mentoring	26
Article XXXI - Duration	26
Appendix A - Salary Schedule	28
Appendix B - Extra-Curricular	35
Appendix C – Administrative, Supervisory and Resource Personnel	38
Attachments	39
Appendix D – Evaluation System	40

ARTICLE I - Recognition Clause

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the professional employees of the Committee:

Classroom teachers, department chairpersons, specialists, guidance counselors, adjustment counselors, school psychologists, nurses, librarians, health coordinators, physical therapists, occupational therapists and speech therapists; but excluding the superintendent of schools, technology coordinator, the athletic director and other members of the Central Office staff and all other administrators. Also excluded from recognition in this Collective Bargaining Agreement are day-to-day substitutes, leave replacement substitutes who are employed for less than 60 consecutive school days, and leave replacement substitutes who are either not certified in the field and level in which they are working or not serving under an approved waiver from the Department of Education.

In addition, the Committee recognizes the Association as the exclusive bargaining agent and representative for any leave replacement staff who are employed for at least 60 consecutive school days and who are either licensed in the field and level in which they are working or serving under an approved waiver from the Department of Education.

Unless otherwise indicated, members of the bargaining unit will be hereinafter referred to as teachers.

ARTICLE II - Grievance Procedure

- A. A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this agreement with respect to the wages, hours, or working conditions of an employee or employees covered by it or (2) an alleged violation of any provision of this agreement by either party.
- B. The purpose of this article is to establish procedures for the discussion of grievances. The purpose of this procedure is to promote prompt and equitable solutions to any grievance which from time-to-time may arise and affect conditions of employment. The term "working days" when used in this article, shall mean working days for the particular employee or employees involved.
- C. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved.
- D. Any question, problem or disagreement may be discussed at any time prior to the filing of a formal grievance as hereinafter defined, on an informal basis between any individual, on behalf of himself/herself or others and his/her immediate supervisor, without such informal discussion being considered a part of the grievance procedure herein set forth.
- E. The formal grievance procedures of this agreement shall be governed by the following:

1. **Level One.** A teacher with a grievance will present it to his/her principal either directly or through the Association. In the event that the teacher is not directly responsible to an individual principal, he/she will present it to his/her immediate supervisor. Such grievance shall be in writing and shall be filed within fifteen (15) working days of the occurrence giving rise to the grievance. The answer shall be in writing and shall be made within five (5) working days of its filing.
2. **Level Two.** If the grievance is not resolved to the satisfaction of the grievant or the Association, the teacher or the Association may present the grievance in writing to the Superintendent of Schools within five (5) working days of the Level One answer. The Superintendent's answer shall be in writing and shall be made within five (5) working days of its filing at this level.
3. **Level Three.** If the grievance is not resolved to the satisfaction of the grievant or the Association, the teacher or the Association may present the grievance in writing to the Committee within five (5) working days of the Level Two answer. The teacher and/or the Association shall meet with the Committee at its next regularly scheduled meeting provided such a meeting is requested before the agenda has been distributed. Nothing herein shall prevent the Committee from calling a special meeting to hear the grievance. Every effort shall be made by the Committee to reach a decision at that meeting. If no decision is reached at that meeting, it shall be reached at the next regularly scheduled meeting but in no event later than ten (10) working days from the meeting with the teacher and/or the Association. The answer shall be submitted forthwith in writing to the teacher and/or the Association.
4. The time limits specified in Article II may be extended by mutual consent. For purposes of this agreement, the consent of the Committee will be provided by the Superintendent.
5. If the grievance is not resolved at Level Three, the Association may, within thirty (30) calendar days of the Level Three answer, submit the grievance to the American Arbitration Association for arbitration in accordance with the current rules.

The Arbitrator shall be without power to modify, alter, add to or subtract from the provisions of this Agreement.

The decision of the Arbitrator on the merits shall be final and binding on all parties.

F. General Provisions

1. The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing.
2. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.

4. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.
 5. The School Committee and the Administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association with such necessary information as is requested for the processing of any grievance.
 6. If a grievance affects a group or class of teachers with more than one supervisor involved, the Association may submit a grievance in writing to the Superintendent of Schools directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so. The Association shall receive copies of the answer at all levels of the Grievance Procedure.
 7. In cases where there are not sufficient working days in the school year to complete the grievance procedure, the days shall be converted to calendar days and two (2) days shall be added to each appropriate step.
- G. When the administration schedules a grievance meeting during working hours, teachers necessary to the processing of the grievance shall be released from school without loss of pay subject to the limitation in Article XV, Section C.
- H. Investigation and processing of grievances shall be carried out only by representatives of the Association whose names have been furnished to the Superintendent. All such investigations and processing shall be conducted during non-teaching hours.

ARTICLE III - Salaries

Salaries (See Appendix A).
 Special Assignments (See Appendix B).
 Supervisors (See Appendix C).

ARTICLE IV - Teaching Hours and Teaching Load

- A. 1. The Association and the School Committee endorse the principle of flexible time in order to meet the needs of the staff, the students, and the parents of the school district. The goal is to increase contact time between staff and parents for conferences, and between staff and students.

A teacher may access flexible time, which may include, but is not limited to, leaving the building at the beginning or end of the day, provided that they do not have other responsibilities or duties. There may be special situations or circumstances where the principal may require the faculty member to be present. The ability to use flexible time will not be unreasonably denied.

As a result of the use of flexible time and in consideration of the implications of safety, liability, and insurance requirements, teachers must notify the office in advance. In addition, teachers shall indicate in Frontline any flexible-time absences during contractual work hours.

The Administration may conduct faculty meetings that go beyond the contracted end of the day, if needed, without feeling pressure of finishing at a certain time.

It also recognizes that each school has needs unique to itself, and therefore teachers will be available during the day as defined by the respective school.

2.
 - a. Recognizing that the best interest of the School System and the children for whom it has a responsibility will be served if the instructional staff actively encourages and supports effective home-school relations, teachers will be required to attend one evening Open House Program per year and will be encouraged to attend general meetings of home-school organizations (i.e. PSO) and to be present at activities intended to promote better communication between the home and the school (i.e. Open House Programs).
 - b. Parent / Teacher Conferences at Cohasset Middle School and Cohasset High School and at Deer Hill Elementary School and Joseph Osgood Elementary School will take place on two consecutive days, twice throughout the year. Meetings will be virtual if a parent / guardian requests a virtual meeting. Teachers will utilize the school Google Meet platform to facilitate these virtual meetings. Conferences will be set on ten (10) minute time slots on a first come / first serve basis. Requests for conferences that are unable to be scheduled during these assigned dates will be granted by appointment at mutually agreeable dates and times for parents /guardians and teachers. The days when conferences are scheduled will be half days for students.

In addition, teachers will be reasonably available for parent conferences with due consideration to parent and teacher schedules.

- c. The schedule for teachers and students in Cohasset will be:

HS/MS 7 hours Daily	Teacher start time: Student start time:	8:05 a.m. 8:15 a.m.	Teacher end time: Student end time:	3:05 p.m. 2:55 p.m.
Deer Hill: 6 hours 40 minutes Daily	Teacher start time: Student instructional start time:	8:55 a.m. 9:05 a.m.	Teacher end time: Student instructional end time:	3:35 p.m. 3:25 p.m.
Osgood 6 hours 40 minutes Daily	Teacher start time: Student instructional start time	9:00 a.m. 9:10 a.m.	Teacher end time: Student instructional end time	3:40 p.m. 3:30 p.m.

Elementary school teachers will not be required to instruct more than 6 hours, 20 minutes, except if state regulations require more instructional time than 6 hours 20 minutes. During the additional 10 minutes before student arrival and after student dismissal in all buildings and at all grade levels, all bargaining unit members shall be responsible for assisting with the safe arrival and dismissal of students, except that a teacher shall not be required to report to work 10 minutes before student arrival, if the teacher is on contractual flexible time for the first period of the day, or 10 minutes after student dismissal, if the teacher is on contractual flexible time for the last period of the day.

The beginning and ending times for the teacher workday and student day may be changed by the School Committee, provided that (a) the length of the workday and student day do not change; and (b) the School Committee informs the Association President no later than one year in advance of the change. If these conditions are satisfied, the Association waives its right to bargain over the impact of the decision.

The parties recognize that the work of teachers frequently extends beyond contractual work hours.

3. Staff participation in student academic and award activities:

- a. Each member of the faculty is required to attend one (1) event during the school year. For High School faculty, such required event will be the Cohasset High School graduation ceremony. If extenuating circumstances prevent a teacher from attending such event, the teacher may substitute another event upon notification to the Principal. For Middle School and Elementary School Faculty, the teacher shall inform the Principal of the event that such teacher will attend to satisfy this requirement. Faculty members will choose from a list of approved events.
- b. Faculty members are strongly encouraged to attend at least one additional event during the school year.

- B. 1. Unless otherwise required by law or regulation, the work year of teachers may begin prior to September 1, and end no later than June 30, subject to extenuating circumstances.
2. Beginning with the 2023-2024 school year, if Labor Day falls on September 3rd or earlier, the teachers' work year will start on the Wednesday and Thursday before Labor Day with the Friday before Labor Day as a no school day for students and staff and the first day of school for students taking place on the Tuesday following Labor Day. If Labor Day falls on September 4th or later, the teachers' work year will start on the Monday and Tuesday before Labor Day with the first two days of school for students taking place on Wednesday and Thursday before Labor Day and the Friday before Labor Day as a no school day for students and staff. Teachers

work year will terminate no later than June 30. Input from the Association will be considered in developing the School Calendar.

Subject to the provisions of Section 2 below, the work year for members of the instructional staff shall be defined as 180 days of classroom teaching plus 4 additional days at the discretion of the Superintendent of Schools for other professional activities. At the discretion of the Committee, teachers new to the Cohasset System may be required to attend three (3) days of orientation activities.

Effective as of the end of the 2015-2016 work year, the work year for school nurses shall include two additional per diem days per 1.0 FTE nurse, pro-rated for part-time nurses, to be worked over the summer, if such days are approved in advance by the building principal.

3. A school year for personnel with administrative responsibilities shall be as follows:
 - a. Department chairpersons and guidance counselors-the school year plus three (3) weeks.
4. Input from the Association will be considered in developing the School Calendar.
5. An equal number of representatives from each grade level (K-2, 3-5, 6-8, 9-12) will work with the Assistant Superintendent for Curriculum and Instruction to make recommendations for the school year for scheduling and content of professional development days for teachers and nurses.

- C.
 1. During regularly scheduled lunch periods, teachers will have a duty-free lunch period of at least the following lengths:
 - a. Elementary School: 30 minutes (grades kindergarten through grade 5).
 - b. Middle-High School: 25 minutes.
 - c. The regularly scheduled lunch periods of school nurses shall be uninterrupted except if student medical services are necessary.
 2. Classroom teachers, including special educators, will, in addition to their lunch period have the following amount of time, exclusive of time before and after school:
 - a. Elementary School:
 - i. During the 2015-2016 school year: An average 45-minute preparation per day during each week. No fewer than 40 consecutive minutes of preparation time each day. Reasonable efforts will be made to set aside time for appropriate tasks relative to budget and class list preparation. Classroom teachers will receive 60 consecutive minutes every week for common planning time with grade level. Specialists will receive a guaranteed 60 minutes, which may or may not be

consecutive, every week for such purpose. The above notwithstanding, it is understood that these 60 consecutive minutes for common planning cannot be guaranteed during weeks when one or more days during the week are not scheduled workdays because of holiday, vacation, early release day, or an unexpected school closure such as a snow day.

- ii. As of the 2016-2017 school year: No fewer than 45 consecutive minutes of preparation time each day. Reasonable efforts will be made to set aside time for appropriate tasks relative to budget and class list preparation. Classroom teachers will receive 60 consecutive minutes every week for common planning time with grade level. Specialists will receive a guaranteed 60 minutes, which may or may not be consecutive, every week for such purpose. The above notwithstanding, it is understood that these 60 consecutive minutes for common planning cannot be guaranteed during weeks when one or more days during the week are not scheduled workdays because of holiday, vacation, early release day, or an unexpected school closure such as a snow day.
- b. Middle-High School: One (1) class period daily.
- c. Teachers will receive one full day each school year to use for common planning, professional development, curriculum design, or study groups of two teachers or more, subject to the approval of the principal and curriculum coordinator.
- d. On early release professional development days, teachers shall be provided with the above-listed individual preparation time on a pro-rated basis.
- e. Occupational Therapists, Speech-Language Therapists and Physical Therapists may be required to work in more than one building, and to travel by their own means from building to building. They will be reimbursed at the applicable IRS mileage reimbursement rate for travel between and among school buildings within their work day. They shall receive an average of 45 minutes per day of preparation time. If they are employed less than full time, their preparation time shall be prorated. All other limitations on planning time received by teachers as set forth in section (a) above shall apply to these professional employees.

- D. 1. The Association and the Committee agree to continue a rotating five (5) block schedule format for the high school, which features approximately ninety (90) minute classes with one of these classes dropped daily.

As part of this schedule all high school classroom teachers will teach three (3) courses each semester for a total of six (6) courses per year except for the following:

- a. Department chairpersons will teach the same load as full-time teachers. Department chairpersons will be granted no more than 15 hours per year in substitute coverage for the purpose of performing department chairperson duties. This is roughly the equivalent of 10 high school periods and 20 middle school periods as the schedules are presently constructed.

Effective July 1, 2012, department chairpersons will be created for each of the following departments:

English
Social Studies
Foreign Language
Math
Science & Technology
Fine Arts
PE / Wellness / Guidance

The job description agreed upon in the Side Letter of Agreement dated April 25, 2012 is incorporated by reference into this agreement.

2. If, during the duration of this contract, the high school block schedule reverts to a traditional schedule, teachers in the academic areas will be assigned in accordance with Section D.3 pending impact bargaining.
 3. Teachers in the academic areas will not be assigned more than twenty-five (25) periods per five (5) day week except for English and science teachers. English teachers will not be assigned more than twenty (20) periods of English per five (5) day week. No English teacher shall have less than one (1) preparation period per day plus one (1) period per day for correcting papers and/or for writing conferences. Science teachers who have laboratories may be assigned up to twenty-five (25) teaching periods per five (5) day week plus up to three (3) regular laboratory periods per five (5) day week. A science teacher who is assigned twenty-eight (28) periods including laboratories per five (5) day week will conduct two (2) open laboratory periods per five (5) day week. A science teacher who is assigned twenty-seven (27) periods including laboratories per five (5) day week will conduct one and one-half (1 ½) open laboratory periods per five (5) day week and may be assigned up to one and one-half (1 ½) supervisory periods per five (5) day week. A science teacher who is assigned twenty-six (26) periods including laboratories per five (5) day week will conduct one (1) open laboratory period per five (5) day week and may be assigned up to three (3) supervisory periods per five (5) day week. Notwithstanding the above, Middle School English teachers may be assigned up to twenty-five (25) periods of English per five (5) day week.
 4. Teachers at the secondary school level will not be required to teach more than two (2) academic disciplines nor have preparations in more than three (3) subject areas.
- E.
1. The Association and the Committee recognize the importance of establishing and maintaining a well-balanced program of extra-curricular activities in terms of: (a) the opportunity it provides for students to develop poise, confidence and those facets of their innate talent and social nature that are not readily developed in the classroom, and (b) the opportunity it provides for teachers to develop an understanding and feeling for students that cannot be obtained in the more formal setting of the classroom. Therefore, all teachers will be expected to participate in some phase of the extra-curricular

activities program in a manner consistent with their interests, abilities and experience. Realizing that the supervision of some activities requires unusual amounts of additional time and the assumption of major responsibilities, compensation will be provided.

2. Volunteers will be solicited for all extra-curricular activities. If there are no qualified volunteers, assignments may be made. Every effort will be made to make the assignment on an equitable basis among the entire staff. Chaperoning of dances shall be on a strictly voluntary basis.

F. Classroom teachers shall utilize ASPEN (or such other online student and parent portal as applicable if ASPEN is subsequently replaced by the district) to make information available online to students and parents. They shall post all assignment grades and term grades to ASPEN and shall update student ASPEN information at least bi-weekly. Training on the use of ASPEN (or such other online student and parent portal as applicable if ASPEN is subsequently replaced by the district) will be offered to classroom teachers. This section does not apply to elementary teachers.

ARTICLE V - Class Size

A. Class Size--Insofar as physical facilities and scheduling permit, the following guidelines, based upon October 1 enrollment data, shall be employed in assigning students to instructional groups. The parties recognize that class size is an important consideration in good education. They also recognize that the ultimate decision on such factors must rest with the Committee.

The following represent maximum class limits:

PreK-2	23
3-5	26
6-12 (Academic)	26
6-12 (Non-academic electives)	32
6-12 (Lab & STEM)	24

The following represent maximum student load limits:

6-12 (Academic)	80
6-12 (Non academic electives)	110

The above listed maximum class size limits and student load limits shall not apply to Band and Chorus classes. As stated above, the parties recognize that the above maximum class limits and maximum student load limits are suggested guidelines.

B. 1. Modifications-The above paragraph A shall not be interpreted to restrict the implementation of programs which are consistent with sound educational practice, but every effort shall be made to preserve the spirit of the above when any organizational pattern is being implemented.

2. When physical facilities or scheduling prevent the implementation of the guidelines defined in part A above, serious consideration will be given to employment of teacher aides if the number of students greatly exceeds guidelines and seriously handicaps the learning process of those assigned to such a classroom.

ARTICLE VI - Non-Teaching Duties

Elementary teachers will not be expected to assume responsibility for lunchroom supervision. At the high school and middle school, all non-teaching duties will be distributed on an equitable basis among the professional staff. The Administration will cooperate with the teachers in matters involving discipline relating to lunchroom duty.

ARTICLE VII - Teacher Employment

- A. Upon initial employment or re-employment, the Superintendent shall determine the step placement on the teacher salary schedule. The Superintendent shall consider prior teaching experience and relevant non-teaching experience in making his/her decision.
- B. The Committee will not conduct CORI checks for individual employees more than once every three years without cause. Only those who are CORI certified will have access to CORI reports. Only one copy of the CORI report shall be retained – and it shall be kept in a locked file cabinet separate from the personnel file. Employees will be notified when a CORI report has been requested and they shall receive a copy of the report upon request.
- C. Leave replacement substitutes hired to replace a teacher on a leave for a minimum of ninety (90) consecutive days, must be certified or working under an approved DESE waiver and shall be paid at Step 1 of the Bachelor's or Master's lane of the teacher salary schedule set forth in Appendix A depending upon degree status.

ARTICLE VIII - Teacher Assignment

- A. Teachers will be notified in writing of any change in their programs, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have, for the coming school year as soon as practicable but not later than the last day of the previous school year.

It is understood that assignments are subject to change at any time should the Superintendent or others responsible for scheduling deem it appropriate.

- B. In order to assure that the pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and at the discretion of the Superintendent, outside the scope of their teaching certificates and/or their major or minor fields of study.

ARTICLE IX - Transfer Policy

- A. Definition: A transfer is the relocation of an employee from one school building to another.
- B. Voluntary: Teachers have the right to apply for a transfer to any school, in a position for which they are qualified, to take place at the beginning of the school year and remain in effect for the duration of such school year. Application must be submitted no later than March 1 prior to the school year in which the desired transfer is requested. The Superintendent in his or her discretion may grant or deny such request.
- C. Involuntary: It is desirable that transfers be voluntary. In instances where a transfer is initiated by the Administration, qualified volunteers will be considered first for transfer to available positions. An involuntary transfer will be made only after a meeting between the teacher and the Superintendent at which time the teacher will be notified of the reasons for the contemplated transfer. The teacher may be accompanied by an Association representative at such meeting.
- D. If a vacancy occurs within the system, a teacher wishing to transfer into that position shall be granted an interview.

ARTICLE X - Vacancies and Promotions

- A. In the event a vacancy in any position covered by the Agreement occurs during the term of this Agreement, the parties agree that:
 - 1. The Superintendent shall notify staff of vacancies by way of electronic mail transmission. The announcement shall include the deadline for receipt of applications and specifications and qualifications for the position.
- B. All qualified teachers will be given adequate opportunity to make application for all posted vacancies in accordance with the provision of (1) above. The Committee agrees to give consideration to the preparation and experience of all applicants, and the length of time each has been in the School System.
- C.
 - 1. A vacancy is defined as an opening occurring as a result of resignation, retirement, death, or discharge.
 - 2. Whenever a vacancy occurs during the school year, the position will be posted within thirty (30) days with an effective date of the beginning of the next school year.
 - 3. Any position open for a full school year as a result of a leave of absence, including sabbatical leaves, shall be filled by a teacher covered under the Collective Bargaining Agreement.
 - 4. Any opening which occurs during the school year shall be filled during that school year

with a permanent substitute.

ARTICLE XI - Positions in Summer School, Evening School, and Under Federal Programs

- A. All openings for summer school and evening school positions and for positions under federal programs will be adequately publicized by the Superintendent in each school building as soon as they are available. As early as possible, teachers who have applied for such positions will be notified of the action taken regarding their applications. Summer school and evening school openings will be publicized not later than the preceding April 1 and September 1, respectively, and teachers will be notified of the action taken no later than June 1 and October 1, respectively.
- B. Positions in the Cohasset summer school and evening school positions under federal programs will be filled first by regularly appointed teachers in the Cohasset School System who are available and qualified.
- C. The criteria in filling such positions will be the following: teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Cohasset School System, and, in regard to summer or evening positions, previous Cohasset summer school teaching experience.

ARTICLE XII - Teacher Evaluation

- A. All observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher, and therefore, no electronic monitoring or other such devices shall be utilized in the observation of teachers. Teachers will be given copies of evaluation reports which are prepared by their superiors as a result of classroom observations and will have the right to discuss such reports with their superiors. Nothing in this section shall limit or restrict the evaluator's right to conduct unannounced observations pursuant to Appendix D.
- B.
 - 1. Teachers will have the right to review the contents of their personnel file. A teacher will be entitled to have another person accompany him/her during such review.
 - 2. No material derogatory to a teacher's conduct, service, character or personality other than material obtained in connection with his/her initial employment will be placed in his/her personnel file unless the teacher has been notified in writing before such material is placed in such a file. The teacher will have the right to submit a written answer to such material which shall be attached to the file copy provided such answer is submitted within ten (10) working days upon receipt of written notification.
- C. Any complaint deemed by the Committee or the Administration serious enough to be included in the teacher's personnel file made to any member of the Committee or the Administration by any parent, student or other person will be promptly called to the attention of the teacher. Every complainant will be encouraged by the person receiving the complaint to follow a prescribed protocol beginning at the first level; i.e. the teacher, and proceeding in order: the teacher's

immediate supervisor, if applicable, the principal, the Superintendent and the School Committee.

- D. If a teacher is to be disciplined or reprimanded formally by a member of the Administration above the level of Principal, he/she will be entitled to be accompanied by a person of his/her choice. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, except that this provision will in no way be interpreted to infringe upon the right of the School Committee to dismiss a teacher without professional status under the provisions of Massachusetts General Laws, Chapter 71, Section 42. The above provision shall also not apply to the School Committee's determination to replace coaches or extracurricular activity advisors.
- E. Bargaining unit members shall be evaluated in accordance with the evaluation procedure listed in Appendix D.

ARTICLE XIII - Teacher Facilities

- A. Each school will have the following facilities:
 - 1. Space in each classroom in which teachers may store instructional materials and supplies;
 - 2. A teacher work area containing equipment and supplies to aid in class preparation;
 - 3. A suitably furnished room to be reserved for the use of the professional staff as a faculty lounge. Said room will be in addition to the aforementioned work area;
 - 4. A serviceable desk and chair for each teacher;
 - 5. A well-lighted and clean male rest room and a well-lighted clean female rest room separate from those used by the students.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking.

ARTICLE XIV - Sick Leave

- A. Teachers will be entitled to fifteen (15) days sick leave for each year of employment. Accumulation of sick leave shall be 180 days. Sick leave will be used only on account of a teacher's own personal health, but five (5) days may be used in the case of illness of an immediate family member (parent, child, spouse, grandparent, grandchild, aunt/uncle, brother/sister, mother-in-law, father-in-law.) In addition, a teacher may apply up to fifteen (15) sick days per year for leave to a period of qualified approved leave under MPLA and/or FMLA that would otherwise be unpaid. In the event parental leave qualified and approved under MPLA or FMLA requires taking of additional leave due to conditions of adoption, a teacher

may apply up to an additional twenty-five (25) sick days to the period of such leave required to meet such conditions.

Illness or medical incapacity due to pregnancy or childbirth shall be considered eligible for sick leave to the same extent and under the same conditions as any other illness or medical incapacity. However, an employee shall be presumed eligible for sick leave in the first eight weeks immediately following the date on which such employee gives birth.

To be eligible for sick leave benefits, an employee must report his/her illness or disability as soon as possible prior to his/her scheduled reporting time on the first day of absence. Upon the use of five (5) consecutive sick days; or an unusual pattern of sick day use, a teacher may be required to produce sufficient medical documentation supporting the use of such leave. The employer may require an employee to submit to a medical examination by a physician at employer expense to determine the medical incapacity of the employee. Unauthorized use of sick leave may subject the employee to discipline.

B. The sick leave bank previously established shall be continued.

The bank shall be maintained at a minimum of one (1) day per professional staff member and at a maximum of two (2) days per professional staff member.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a committee consisting of four (4) members. Two (2) members shall be designated by the Association and two (2) members by the School Committee. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Cohasset School System.
4. Propriety of use of previous sick leave.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be

final and binding and not subject to appeal.

ARTICLE XV - Temporary Leave of Absence

A. A teacher will be entitled to three (3) days personal leave in each school year for personal business that cannot be accomplished during non-school hours. THE REASON GIVEN FOR THE REQUESTED PERSONAL DAY MUST BE SPECIFIED BY ONE OF THE FOLLOWING CATEGORIES:

- PERSONAL
- FINANCIAL
- LEGAL
- MEDICAL
- FAMILY
- PROFESSIONAL
- EXTENUATING CIRCUMSTANCES

No personal day may be taken on the day before or after a vacation or holiday, or the conference days before the opening of school or on the days teachers are required to be present to finish the year's work, unless the scheduling of the particular matter on such date is beyond the teacher's control.

There shall be no accumulation of personal leave.

Absent emergencies or unforeseen circumstances, written application for personal leave, on a form provided by the Superintendent, shall be made to the Superintendent at least five (5) work days before taking such leave. Leave reasons are subject to review if warranted.

- B. A teacher shall be entitled to two (2) days' leave in each school year for the observance of those religious holidays which require absence from work. Teachers must obtain prior approval from the Superintendent. Failure to obtain prior approval of the Superintendent will be considered an unauthorized absence in accordance with Article XXIV, Section 1. Such days shall not be deducted from personal leave.
- C. If a teacher is required to appear in a court of law in a case arising out of his/her employment in the Cohasset School System, he/she shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences provided that he/she is not found guilty in such court proceeding of a crime involving moral turpitude or negligence in the performance of assigned duties. Commencing with grievances filed under this Agreement, the above shall not apply to arbitration proceedings and other cases where either the Association or teachers have initiated an action against the School Committee or its representatives. In such cases, the substitute's pay shall be deducted from the teacher's pay.
- D. A teacher will be granted time off without loss of pay for up to five (5) consecutive work days from the date of death in cases of death of the teacher's spouse, child, sibling, parents,

grandparents, mother and father-law or brother and sister-in-law or a person who is a member of the teacher's immediate household and in substance occupies a similar relationship to the teacher.

One (1) day shall be granted to attend the funeral of other relatives.

Additional days may be granted without loss of pay with the written approval of the Superintendent.

One day shall be granted to attend the funeral of a close personal friend. Said day will be deducted from the staff member's accumulated sick days.

- E. Official delegates of the Association shall be granted a total of five (5) days annually to attend conventions, meetings, or conferences sponsored by the Massachusetts Teachers' Association or the National Educational Association. The President may request up to three (3) additional days with the approval of the Superintendent for school/Association-related matters.
- F. No teacher will be required to arrange for his/her own substitute.
- G. The President of the Association may be relieved of all non-teaching duties. The President and his/her Principal/Supervisor will meet to discuss how this can be accomplished, and, if they are unable to resolve the matter, the Superintendent will decide the matter, and his/her decision will be final.

ARTICLE XVI - Extended Leave of Absence

- A. The Committee agrees that one teacher, on professional status, designated by the Association, per contract year, may at the discretion of the Committee be granted a leave of absence for no more than two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, the teacher may be considered as if he/she were actively employed by the Committee and may be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent on such leave.
- B. A leave of absence, without pay, of up to two (2) years, will be granted to one teacher, on professional status, per school year, for the purpose of joining the Peace Corps, or serving as a teacher in an exchange program approved by the Superintendent, and, provided further that said teacher is a full-time participant in either of the above described programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent on such leave.
- C. Military leave without pay will be granted to a teacher upon such teacher's enlistment or induction in the armed forces of the United States, to extend through such teacher's initial enlistment or tour of duty. On return from such leave, the teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed by the Cohasset Public Schools during the period of his/her absence. If the teacher should

voluntarily remain in the armed forces beyond the expiration of his/her enlistment or first tour of duty, his/her place on the salary schedule shall be determined at the discretion of the Committee.

- D. A maternity/paternity/adoption leave of absence without pay of up to one (1) year will be granted upon request to a teacher who has been employed on active duty for his/her full schedule for a minimum of three (3) consecutive months prior to the start of the leave period.

A request for maternity/paternity/adoption leave must be submitted under ordinary circumstances in writing to the Superintendent of Schools at least eight (8) weeks before the requested anticipated date of departure, and the anticipated date of return must be specified.

A teacher who takes an extended leave unpaid in excess of eight (8) weeks for the purpose of child-rearing must submit notification in writing to the Superintendent of Schools at least eight (8) weeks ahead of the anticipated departure date. The notification must specify the requested anticipated return date. The teacher may return to work at the beginning of school in September following the commencement of leave, or at a time consistent with a normal marking period. The total leave period shall not exceed one (1) school year plus one marking period.

- E. After three (3) years of continuous employment in the Cohasset Public Schools, a teacher may be granted a leave of absence, without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- F. Other leaves of absence without pay may be granted by the Superintendent in the exercise of his/her sole discretion.
- G. A teacher shall receive credit for a full year of service relevant to placement on the salary schedule if he/she has completed 93 days of work during the academic year in which the leave commenced. Otherwise the teacher shall return to the step on the salary scale which he/she held prior to commencement of such leave. All benefits and seniority to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which, he/she held at the time such leave commenced, if available, or if not, to a substantially equivalent position.
- H. All requests for extension of any leave of absence under this Article will be applied for in writing, and, if granted by the Superintendent, will be approved in writing on forms provided by the Superintendent.
- I. Any teacher who is on a leave of absence that concludes on June 30 must notify the Superintendent in writing of his/her intention to return to duty the following school year no later than March 1, if such leave commenced prior to March 1, and in no event later than June 1. Failure to provide such notification will be considered a resignation to take effect June 30.

To the greatest extent possible, a request for extended leave of absence without pay or increment for an upcoming school year, not covered by the FMLA or MPLA, must be

submitted in writing to the Superintendent on or before March 1 previous to the school year in which such leave is requested, and such leave period shall end at the conclusion of a school year, unless the leave is extended parental leave taken under Article XVI(D), in which case the provisions of that subsection as to advanced notice of leave commencement shall govern. An employee may, due to unforeseen circumstances, apply for extended leave of absence without pay after March 1st but only if the circumstances necessitating such leave were unknown to the employee prior to March 1st.

Unless required by law, a teacher shall not accrue paid sick leave while on unpaid leave. Any accruals existing prior to the commencement of an authorized leave shall be restored upon the teacher's return from such leave.

The Committee will comply with the Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA) which shall be granted where the employee is eligible and has complied with the provisions therein.

ARTICLE XVII - Sabbatical Leaves

A sabbatical leave of absence may be granted a teacher by approval of the Committee, following the recommendation of the Superintendent of Schools. The person granted such leave must have served seven (7) years in the Cohasset School System and must enter into a written agreement with the Committee to serve in said system for at least two (2) years immediately following such leave. In default of completing such service, he/she will reimburse the Town of Cohasset for salary received during the leave at the rate of one-half of the amount granted for each of the two years he/she fails to serve in the Cohasset School System. The rate of salary paid during the year of sabbatical leave will be one-half of the salary he/she would have been entitled to during that year.

Members of the professional staff on sabbatical leave shall retain those rights of salary, professional status, seniority, and all other rights which would otherwise be theirs if they were actively teaching in the System during the period of said leave.

The request for a sabbatical leave shall be submitted in the following manner. A teacher applying for sabbatical leave shall by December 1 submit a letter to the Superintendent of Schools indicating his/her intent to apply for such leave in the ensuing school year. Formal application will then be made, in writing, by the following April 1. Leave will be granted only when a program of study or research is approved by the Committee.

The number of such leaves to be granted shall not exceed two (2) in any one year.

ARTICLE XVIII - Tuition Payment

- A. The Committee shall create an annual reimbursement pool of \$62,000 per fiscal year. Up to \$5000 of the annual reimbursement pool may be used to reimburse teachers who attend approved conferences or workshops in which college credits are not awarded.

One half of the annual reimbursement pool shall be used to fund approved courses scheduled

to begin between July 1 and December 31. Application for courses in this period may not be made prior to May 15. Any unused money in this period shall roll over into the second pool.

One half of the annual reimbursement pool shall be used to fund approved courses scheduled to begin between January 1 and June 30. Application for courses in this period may not be made prior to November 1.

Teachers will be reimbursed subject to the requirements of this article on a first-come, first-served basis up to the cost of two (2) courses or six (6) credits in an amount equal to the average per credit cost for courses charged by the University of Massachusetts at Boston (as determined by reference to that institution’s catalogue).

- B. Tuition shall be defined as any fees paid to a college or university in connection with acquiring academic credits. Reimbursement subject to the limitations set forth in Article XVIII will be made for courses which grant college credit but for which payment is made through a third party, i.e. teacher association, professional organization, etc. Sufficient demonstration of completion of the course or approved conference/workshop must be furnished to the Superintendent before a reimbursement is provided. An official college transcript is required for column changes. The Superintendent’s office shall process the reimbursement request within two weeks following submission of the appropriate documentation.

Courses, conferences or workshops taken under this Article must have a reasonable relationship to the teacher’s assignment and must be approved in advance by the Superintendent of Schools or Assistant Superintendent of Schools. In deciding whether to approve or deny a course, conference or workshop request, the Superintendent or Assistant Superintendent may consider other factors in addition to whether the course, conference or workshop bears a reasonable relationship to the teacher’s assignment. Approval shall not be unreasonably withheld.

- C. In order to ensure that payment can be made out of the applicable fiscal year’s appropriation, transcripts must be submitted no later than July 8 after the close of such fiscal year.

First Pool:

Course requests:	Courses must run between:	Tuition reimbursement request must be received by:
After May 15	July 1 to December 31	January 15

If a teacher is approved for a course in the first pool and does not take the course, the teacher must notify the business office no later than December 1.

Second Pool:

Course requests:	Course must run between:	Tuition reimbursement request must be received by:
After November 1	January 1 to June 30	June 15

If a teacher is approved for a course in the second pool and does not take the course, the teacher must notify the business office no later than May 1.

ARTICLE XIX - Protection

- A. Teachers will report to their principal as soon as possible when injuries are suffered by students or teachers.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. Whenever it is alleged that a teacher has assaulted or injured a person, or that a person has assaulted or injured a teacher, the principal of the school involved, and the Superintendent, shall cooperate with the teacher in the investigation of the incident.
- D. It is the intention of the parties that any teacher will be indemnified in accordance with the provisions of Chapter 258, Section 2, General Laws, for expenses or damages sustained by him/her in those situations contemplated by that section, provided that such teacher is not guilty of misconduct or criminal acts, or in violation of School Committee procedures regulating the conduct of teachers, in the circumstances giving rise to the claims or charges against him/her. The determination of such School Committee procedures as outlined above may be made the subject of a grievance and/or arbitration under this Agreement.

ARTICLE XX - Personal Injury Benefits

- A. Whenever a teacher is absent from school as a result of a personal injury (caused by an accident or assault) occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Workmen's Compensation award made for temporary absence due to such injury) for the period of such absence; provided, however, that such difference shall be chargeable to sick leave on a fractional-day basis.
- B. The Committee will reimburse teachers for any property stolen, damaged or destroyed in the school building and in the course of their employment provided the loss is not the result of negligence on the part of the teacher.

ARTICLE XXI - Insurance and Annuity Plan

- A. The Committee will offer the same health and life insurance to the teachers as that provided by the Town of Cohasset. There will be no changes to health insurance coverage or the percentage of the premium paid by the teacher without negotiations.
- B. Teachers will be eligible to participate in a 'tax-sheltered' annuity plan established pursuant to Public Law 87-370. Initial enrollment or change in enrollment status may occur only during the

months of September and January.

- C. Teachers shall be allowed to participate in the Town of Cohasset Pre-Tax Insurance and Health Care Premium Payment Plan as permitted by Section 125 of the Internal Revenue Code and Chapter 697 of the Massachusetts Acts and Resolves of 1988.
- D. The Committee shall establish and the teachers may participate in a MedCap and Child Care Flexible Spending Account through payroll deduction subject to agreement by the Town. The School Committee will request that the Selectmen pursue the expansion of the so-called "cafeteria plan" to consider including pre-tax contributions by employees for dental services and eyeglasses. A request will also be made to broaden the availability of health care providers.

ARTICLE XXII - Textbooks and Equipment

- A. The Committee agrees that it will do everything possible to provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use.
- B. Principals and the respective department chairpersons shall confer with their respective staff on the selection of new textbooks, with the ultimate decision resting with the Administration.
- C. The Committee guarantees that it will insure that teachers will have enough supplies, including but not limited to paper, art supplies and equipment.

ARTICLE XXIII - Payroll Deductions

- A. The Committee agrees to deduct from the salaries of its employees dues for the Cohasset Teachers' Association, Massachusetts Teachers' Association, and the National Education Association, as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Cohasset Teachers' Association. Teacher authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name: _____

Address: _____

I hereby request and authorize the Cohasset School Committee to deduct from my earnings and transmit to the Treasurer of the Cohasset Teachers' Association the amount indicated in equal monthly installments over the remainder of the school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all of its officers from any liability thereof.

- B. Deductions referred to in Section A will be made in equal installments on every pay day during the school year. No later than September 30 of each year, the Association will provide the Committee with a list of those additional employees who have voluntarily authorized such deductions, and will notify the Committee monthly of any changes in said list.
- C. To the extent feasible, the Committee agrees to process deductions, other than dues, from the salaries of its employees when authorized to do so by said employees.
- D. In accordance with the Massachusetts General Laws, any member of the bargaining unit who is not a member of the Association shall, as a condition of employment, during the life of this Agreement, pay on/or after the 30th day following the beginning of his/her employment, an agency fee which shall be determined by the Association in accordance with the applicable law.

The Association agrees to indemnify the Town for any damages which the Town is requested to pay by an administrative agency or court of competent jurisdiction as the result of the Town's compliance with this article.

ARTICLE XXIV - General

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or its activities.
- B. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with said teacher's responsibilities.
- C. Teachers will be entitled to full rights of citizenship.
- D. Upon request, the Committee will furnish the Association with copies of the official minutes of the meetings of the Cohasset School Committee. The Committee will, in addition, make available any documents in its possession which, in the opinion of the Committee, will assist the Association in developing intelligent, informed and constructive programs on behalf of the teachers and their students, or any available information which may be necessary for the Association to process grievances under this Agreement.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- F. It is agreed between the parties to this Agreement that those items which are the subject of the provisions of this Agreement shall be binding on them. The Committee agrees that it will amend its rules and regulations insofar as they are inconsistent with the provisions of this Agreement.
- G. This Agreement constitutes the entire agreement between the parties and includes provisions for all matters contemplated by them for the entire effective term of this Agreement. The

Agreement will not be reopened, except by mutual consent, on the ground that some matter was not included herein by mistake or oversight, until reopening, as provided herein, may lawfully be made.

- H. For all unauthorized absences, pay shall be deducted at the rate of 1/184 of the yearly salary rate for each day such absences occur.

Absences on conference days before the opening of school, days preceding and following vacations, and the days teachers are required to be present to finish the year's work after pupils are dismissed for the school year will be deducted at 1/184 of the yearly rate. Pay shall be deducted at the rate of 1/184 of the yearly salary rate for each day such absences occur. Approved leave on these days may be granted only with the written approval of the Superintendent.

Teachers may be granted approved leave for travel time to educational institutions for summer study if necessary, in excess of the above stated limit.

Requests for approved absences must be filed on a form supplied by the Superintendent of Schools.

Part-time teachers working 180 days (full school year) shall be entitled to excused absences equivalent to the allowances for full-time teachers. Part-time teachers working for part of the school year shall be entitled to excused absences in ratio to the extent of their employment to the allowance for full-time teachers.

Adjustments in pay shall be made at the discretion of the Superintendent of Schools and must be completed on the final payment of any school year.

- I. Under normal circumstances, teachers shall not be required to substitute for other absent teachers.
- J. Attendance at Cohasset Schools by Children of Staff.

A dependent of a professional staff member may enroll in the Cohasset Public Schools, provided the student does not require an out of district placement.

Students must be in good standing and make application to the Superintendent prior to July 1 of the year for which attendance is requested.

A non-resident staff member who enrolls his/her child in the Cohasset Public Schools pre-Kindergarten or Full-Day Kindergarten programs shall be required to pay any regular tuition or fees that may be charged to Cohasset residents' children.

Dependents of professional staff members are not automatically eligible to participate in the lottery system for admission into Full-Day Kindergarten. They may be enrolled in Full-Day Kindergarten on a first-come, first-serve basis provided that there is no waiting list of Cohasset residents. Dependents of professional staff members are also not automatically eligible to

participate in the lottery system for the integrated pre-school program. They may participate in the integrated pre-school program if there is no lottery for the program and no waiting list of Cohasset residents. Participants must meet the criteria as outlined in the integrated pre-school program requirements and all acceptances require the approval of the Director of Student Services.

Students who are enrolled pursuant to this policy are subject to all rules and regulations that apply to other students in the Cohasset Public Schools.

- K. In addition to all specific references to nurses in the Agreement, the following contractual provisions apply to nurses:

Articles I, II, XIV, XV, XVI, XVIII, XIX, XX, XXI, XXIII, XXIV, XXVI, XXVIII, XXIX (Sections A and B), and XXXI.

ARTICLE XXV - Consultation Procedure

The School Committee shall meet periodically to discuss matters of mutual concern and interest. These meetings, however, shall not be utilized for the purpose of negotiating changes to this Agreement nor to discuss grievances which are subject to the contractual grievance procedure.

ARTICLE XXVI - Non-Discrimination

The Committee and the Association agree to continue their policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, mental status, sexual preference, or age.

ARTICLE XXVII - Copies of Agreement

The Committee and the Association shall jointly share the cost of duplicating this Agreement.

ARTICLE XXVIII - Statutory Authority of School Committee

The Committee is a public body established under, and with the powers provided, by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from, or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth, or the rules and regulations of any agency of the Commonwealth. As to every matter not covered by this Agreement the Committee retains all the powers, rights and duties that it has by law, and may exercise the same without any such exercise being made the subject of a grievance or an arbitration proceeding hereunder.

ARTICLE XXIX - Reduction In Force

- A. If it becomes necessary to reduce the number of teachers covered by this Agreement, the

Committee shall attempt to accomplish said reduction by attrition.

- B. When the School Committee determines that full or partial staff reductions are necessary, it shall determine the order in which teachers are laid off in accordance with the following procedures:
1. No teacher with professional status shall be laid off if there is a teacher without such status for whose position the covered employee is currently certified.
 2. Among teachers with professional status, the Committee shall lay off teachers within disciplines based on a teacher's job performance and the best interests of the students.
 - a) A teacher's job performance shall be determined by his/her overall summative performance evaluation ratings, including all summative evaluation ratings written for the time period equal to the tenure of the most recently hired professional status teacher in the targeted discipline. Ratings of Proficient and Exemplary shall be considered equal.
 - b) The best interests of the students shall be considered equal unless written discipline has been issued to a teacher for conduct that jeopardized the safety or self-esteem of students in the course of his/her professional duties.

If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

- C. A teacher with professional status who is notified of a total or partial reduction shall have the opportunity to receive an involuntary "RIF leave of absence" in lieu of dismissal. Such leave of absence shall be for a twenty-four month duration. In order for a teacher to elect the involuntary "RIF leave of absence" the teacher must, within fourteen (14) days of written notification from the Superintendent of Schools of intent to recommend reduction, execute on a form provided by the Superintendent, a waiver of any present or future rights under Chapter 71, Section 42, of the Massachusetts General Laws. Should the teacher be recalled, the waiver shall become null and void.
- D. Seniority (length of service) shall indicate the years, months and days in the Bargaining Unit provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their length of service as defined above from their initial date of employment (not hiring) by the Committee. For purposes of computing seniority, time spent on the following types of leaves shall be included: paid sabbatical leave, a paid leave of absence granted by the School Committee for any other reason, military leave, or any leave for which increment credit is granted, leave granted to serve in the Peace Corps, as an exchange teacher or other service judged comparable by the Superintendent, and absence due to personal injury for which seniority credit is granted pursuant to this Agreement. Seniority of part-time teachers shall not be prorated but rather shall be treated as if they had always been employed on a full-time basis. In cases of identical initial date of employment, seniority shall be determined by the drawing of lots by such employees.

- E. A list specifying the seniority of each member of the Bargaining Unit shall be prepared by the Superintendent and forwarded to the President of the Association as soon as reasonably possible following the execution of the Agreement, and annually thereafter on September 1. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written.
- F. Teachers with professional status on an involuntary "RIF leave of absence" shall be given preference for filling the full or part-time positions from the discipline from which they were laid off. In addition, teachers with professional status on an involuntary "RIF leave of absence" shall be considered for recall to other full or part-time positions which the Superintendent and the School Committee deem them suitable. In filling vacancies from among those teachers on recall, the criteria used shall be the same as the criteria used for the purpose of layoff in Paragraph B of this Article. In the case of a partial reduction, which is later restored to full time, a vacancy shall exist and shall be filled in accordance with the criteria in Paragraph B.
- G. It shall be the responsibility of the teachers on an involuntary "RIF leave of absence" to keep the Superintendent's Office informed of their current address. Failure to accept a full-time position in writing within fourteen (14) days of a written offer shall be deemed a rejection and the "RIF leave of absence" shall expire.
- H. In the event that two or more positions become simultaneously available so that the teacher awaiting recall on the list may be assigned more than one position, the Committee will make a good faith effort to assign the eligible teacher to the available position most comparable to that position from which the eligible teacher was laid off. The eligible teacher will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment.
- I. Teachers on an involuntary "RIF leave of absence" will be given first consideration on the substitute list if they inform the Superintendent in writing of their intention to be so employed.

ARTICLE XXX – Mentoring

In recognition of both the state mandate and the benefits of acclimating new teachers to the expectations of the Cohasset school culture, a mentor will be assigned to each first year teacher. A mentor shall be compensated \$650 per mentee and will work a minimum of 15 hours with a mentee. Training if required beyond the regular workday for the position of mentor will be compensated at the hourly rate equivalent to summer teaching or release time will be provided. A teacher who acts as a trainer for mentors will be compensated at the hourly rate for summer supervisory work.

ARTICLE XXXI - Duration

Section 1.

This Agreement shall become effective September 1, 2022, and shall continue in effect to and including midnight of August 31, 2025.

Section 2.

Either party may give to the other written notice of its intention to terminate or modify any part or all of the successor Agreement by certified mail between September 1 and October 1, 2024.

Section 3.

Negotiations for terms of a new Agreement to become effective September 1, 2025, shall start as soon as possible after receipt of the proposed changes from the party serving notice, but in any event not later than November 1, 2024.

Section 4.

None of the provisions contained in this Article shall prevent the parties, by written agreement, from extending any portion or part of this Agreement (at any time after notice to terminate or modify is given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the Committee and the Association have caused this Agreement to be signed by their duly authorized representatives on the date(s) set forth below.

For the Cohasset School Committee:



Chair

8-10-22

Date

For the Cohasset Teachers' Association:



President

8-10-22

Date

For the Cohasset Teachers' Association Negotiating Team:



Chair

8-10-22

Date

**Appendix A - Salary
Schedule**

A. The purposes of this salary schedule are:

1. To attract and retain teachers with good teaching ability, scholarship, and highprofessional standards.
2. To promote stability and high morale in the teaching staff.
3. To encourage professional growth.

B. The basic salary schedules are as follows:

FY23:

Step	BACH	MASTERS	M+H5	M+30	M+45	M+60	MX2/CAG S/DOC
1	\$55,375	\$58,648	\$60,385	\$63,959	\$65,852	\$67,803	\$69,812
2	\$57,285	\$60,673	\$62,469	\$66,167	\$68,130	\$70,148	\$72,228
3	\$59,261	\$62,767	\$64,627	\$68,455	\$70,485	\$72,575	\$74,728
4	\$61,306	\$64,937	\$66,859	\$70,823	\$72,923	\$75,087	\$77,315
5	\$63,424	\$67,181	\$69,172	\$73,274	\$75,448	\$77,687	\$79,992
6	\$65,615	\$69,504	\$71,565	\$75,809	\$78,059	\$80,376	\$82,764
7	\$67,884	\$71,907	\$74,041	\$78,436	\$80,764	\$83,161	\$85,631
8	\$70,231	\$74,396	\$76,604	\$81,151	\$83,561	\$86,044	\$88,600
9	\$72,662	\$76,973	\$79,257	\$83,962	\$86,457	\$89,027	\$91,673
10	\$75,176	\$79,637	\$82,003	\$86,873	\$89,455	\$92,115	\$94,853
11	\$77,778	\$82,397	\$84,845	\$89,886	\$92,558	\$95,310	\$98,145
12	\$80,472	\$85,250	\$87,785	\$93,002	\$95,770	\$98,617	\$101,551
13	\$83,260	\$88,207	\$90,829	\$96,229	\$99,093	\$102,040	\$105,078
14	\$86,146	\$91,266	\$93,979	\$99,569	\$102,532	\$105,584	\$108,727
15	\$89,132	\$94,432	\$97,240	\$103,026	\$106,092	\$109,249	\$112,504
16	\$92,224	\$97,708	\$100,615	\$106,604	\$109,777	\$113,046	\$116,413

FY24:

Step	BACH	MASTERS	M+15	M+30	M+45	M+60	MX2/CAGS /DOC
1	\$56,760	\$60,115	\$61,894	\$65,558	\$67,498	\$69,498	\$71,557
2	\$58,718	\$62,190	\$64,030	\$67,822	\$69,833	\$71,902	\$74,033
3	\$60,743	\$64,337	\$66,242	\$70,167	\$72,247	\$74,390	\$76,596
4	\$62,838	\$66,560	\$68,531	\$72,594	\$74,746	\$76,964	\$79,248
5	\$65,009	\$68,860	\$70,901	\$75,106	\$77,334	\$79,629	\$81,992
6	\$67,255	\$71,242	\$73,354	\$77,704	\$80,011	\$82,386	\$84,833
7	\$69,581	\$73,705	\$75,892	\$80,397	\$82,783	\$85,240	\$87,772
8	\$71,987	\$76,256	\$78,519	\$83,180	\$85,650	\$88,195	\$90,815
9	\$74,478	\$78,897	\$81,238	\$86,061	\$88,619	\$91,253	\$93,965
10	\$77,056	\$81,628	\$84,053	\$89,045	\$91,691	\$94,418	\$97,225
11	\$79,723	\$84,456	\$86,966	\$92,134	\$94,872	\$97,693	\$100,599
12	\$82,484	\$87,382	\$89,979	\$95,327	\$98,164	\$101,083	\$104,090
13	\$85,342	\$90,412	\$93,100	\$98,634	\$101,570	\$104,591	\$107,705
14	\$88,300	\$93,548	\$96,329	\$102,059	\$105,096	\$108,224	\$111,445
15	\$91,360	\$96,793	\$99,671	\$105,601	\$108,744	\$111,981	\$115,316
16	\$94,530	\$100,151	\$103,130	\$109,269	\$112,521	\$115,872	\$119,324

FY25:

Step	BACH	MASTERS	M+15	M+30	M+45	M+60	MX2/CAGS /DOC
1	\$58,462	\$61,918	\$63,751	\$67,524	\$69,523	\$71,583	\$73,704
2	\$60,479	\$64,056	\$65,951	\$69,856	\$71,928	\$74,059	\$76,254
3	\$62,565	\$66,267	\$68,229	\$72,272	\$74,415	\$76,621	\$78,894
4	\$64,723	\$68,557	\$70,587	\$74,772	\$76,988	\$79,273	\$81,626
5	\$66,960	\$70,926	\$73,028	\$77,359	\$79,654	\$82,018	\$84,452
6	\$69,273	\$73,379	\$75,555	\$80,035	\$82,411	\$84,857	\$87,378
7	\$71,669	\$75,916	\$78,169	\$82,809	\$85,267	\$87,797	\$90,405
8	\$74,147	\$78,543	\$80,874	\$85,675	\$88,219	\$90,841	\$93,540
9	\$76,712	\$81,264	\$83,675	\$88,643	\$91,277	\$93,990	\$96,784

10	\$79,367	\$84,077	\$86,575	\$91,717	\$94,442	\$97,250	\$100,141
11	\$82,114	\$86,990	\$89,575	\$94,898	\$97,718	\$100,624	\$103,617
12	\$84,958	\$90,003	\$92,679	\$98,187.	\$101,109	\$104,115	\$107,213
13	\$87,902	\$93,125	\$95,893	\$101,593	\$104,617	\$107,729	\$110,936
14	\$90,949	\$96,354	\$99,219	\$105,120	\$108,249	\$111,470	\$114,789
15	\$94,101	\$99,696	\$102,661	\$108,769	\$112,006	\$115,340	\$118,776
16	\$97,366	\$103,155	\$106,224	\$112,547	\$115,897	\$119,348	\$122,904

Newly hired DOE certified nurses will be placed on one of the first five steps of the teachers' salary schedule for Bachelor's and Master's columns based upon their degree status and years of experience. As of September 1, 2015, school nurses are eligible to advance beyond step 5 of the salary schedule. This provision shall not be construed to permit school nurses to bypass steps and advance to the step that they would have occupied had they not been frozen at step 5 on or before August 31, 2015.

Placement on a particular column will be determined by the degree held and by the accumulation of additional graduate credits in courses approved by the Superintendent. Such approval shall not be unreasonably withheld. School nurses will be placed on a Master's Column for possession of either a Master's Degree or National Board Certification.

A teacher with a Bachelor's Degree who obtains a Master's Degree can apply course(s) not involved in the Master's program to further column placement, provided that said course(s) had been previously approved by the Superintendent.

PDPs will not be converted to graduate credits for column changes except for those already processed and approved. PDPs earned after June 30, 2005 will not be given college credit toward column changes.

A person must possess a Master's Degree in a field of study that supports the needs of the District approved by the Superintendent. Such approval shall not be unreasonably denied.

- C. Teacher's salaries will be established each year based upon an indication of satisfactory performance after the Committee has considered the reports and recommendations of the administrative and supervisory staff.
- D. Expenses incurred by teachers or nurses with prior approval of administration for educational or other purposes shall be reimbursed.
- E. All teachers will be paid biweekly in twenty-six (26) equal installments, or in some cases twenty seven (27) equal installments depending upon the number of pay periods between September 1 and August 31, beginning with the first period in September, ending with a balloon payment on the last pay period in June, which included payment, which would be otherwise paid in July and August. All teachers shall be paid through direct deposit electronic transfer.

2022-2023		# of	2023-2024		# of	2024-2025	
Pay Date		pays	Pay Date		pays	Pay Date	
Thursday, September 01, 2022		1	Thursday, September 14, 2023		1	Thursday, September 12, 2024	
Thursday, September 15, 2022		2	Thursday, September 28, 2023		2	Thursday, September 26, 2024	
Thursday, September 29, 2022		3	Thursday, October 12, 2023		3	Thursday, October 10, 2024	
Thursday, October 13, 2022		4	Thursday, October 26, 2023		4	Thursday, October 24, 2024	
Thursday, October 27, 2022		5	Thursday, November 09, 2023		5	Thursday, November 07, 2024	
Thursday, November 10, 2022		6	Thursday, November 23, 2023		6	Thursday, November 21, 2024	
Thursday, November 24, 2022		7	Thursday, December 07, 2023		7	Thursday, December 05, 2024	
Thursday, December 08, 2022		8	Thursday, December 21, 2023		8	Thursday, December 19, 2024	
Thursday, December 22, 2022		9	Thursday, January 04, 2024		9	Thursday, January 02, 2025	
Thursday, January 05, 2023		10	Thursday, January 18, 2024		10	Thursday, January 16, 2025	
Thursday, January 19, 2023		11	Thursday, February 01, 2024		11	Thursday, January 30, 2025	
Thursday, February 02, 2023		12	Thursday, February 15, 2024		12	Thursday, February 13, 2025	
Thursday, February 16, 2023		13	Thursday, February 29, 2024		13	Thursday, February 27, 2025	
Thursday, March 02, 2023		14	Thursday, March 14, 2024		14	Thursday, March 13, 2025	
Thursday, March 16, 2023		15	Thursday, March 28, 2024		15	Thursday, March 27, 2025	
Thursday, March 30, 2023		16	Thursday, April 11, 2024		16	Thursday, April 10, 2025	
Thursday, April 13, 2023		17	Thursday, April 25, 2024		17	Thursday, April 24, 2025	
Thursday, April 27, 2023		18	Thursday, May 09, 2024		18	Thursday, May 08, 2025	
Thursday, May 11, 2023		19	Thursday, May 23, 2024		19	Thursday, May 22, 2025	
Thursday, May 25, 2023		20	Thursday, June 06, 2024		20	Thursday, June 05, 2025	
Thursday, June 08, 2023		21	Thursday, June 20, 2024		21	Thursday, June 19, 2025	
Thursday, June 22, 2023		22	Thursday, July 04, 2024		22	Thursday, July 03, 2025	
Thursday, July 06, 2023	Lump Sum	23	Thursday, July 18, 2024	Lump Sum	23	Thursday, July 17, 2025	Lump Sum
Thursday, July 20, 2023	Lump Sum	24	Thursday, August 01, 2024		24	Thursday, July 31, 2025	

Thursday, August 03, 2023	
Thursday, August 17, 2023	
Thursday, August 31, 2023	

25
26

Thursday, August 15, 2024	
Thursday, August 29, 2024	

25
26

Thursday, August 14, 2025	
Thursday, August 28, 2025	

- F. All transfers from one column to another in the basic salary schedule become effective on September 1 and January 31, following the date the teacher qualified for such change. Teachers will present paperwork that demonstrates adequate completion of the course by July 15 for September 1 column changes and by November 1 for January 31 column changes. Teachers will notify the Superintendent of their eligibility for such change by the preceding February 15th. Only credits earned in courses approved by the Superintendent may be applied toward column changes. Such approval shall not be unreasonably withheld.
- G. This schedule applies to all teachers employed in the Cohasset Public Schools and will be applied pro-rata to part-time teachers.
- H. The hourly rate of pay for teaching during the summer session shall be as follows:

 2022-2023: \$37.74
 2023-2024: \$38.68
 2024-2025: \$39.84
- I. The hourly rate of pay for curriculum or special administrative or supervisory work assigned during the summer session shall be as follows:

 2022-2023: \$37.74
 2023-2024: \$38.68
 2024-2025: \$39.84
- J. The hourly rate of pay for home teaching shall be as follows:

 2022-2023: \$37.74
 2023-2024: \$38.68
 2024-2025: \$39.84
- K. A teacher in order to be eligible for his/her annual increment must successfully complete three (3) in-service and/or graduate credits every three years. Teachers who are on a column other than the Bachelor's must meet the above requirements every five (5) years. A teacher at the maximum step on the salary schedule must meet the same requirements in order to be eligible for a salary increase. For the purposes of this agreement, the accumulation of 45 Professional Development Points will satisfy the above course requirement.
- L. Longevity: A member of the bargaining unit in good standing shall receive an annual longevity payment of \$1,000, commencing with the beginning of the fifteenth (15th) year of teaching in the Cohasset Public Schools; \$1,250 commencing with the beginning of the twentieth (20th) year of teaching in the Cohasset Public Schools; and \$1,500 commencing with

the beginning of the twenty-fifth (25th) year of teaching in the Cohasset Public Schools. Said payment will be paid as part of his/her salary.

A teacher hired prior to February 1 shall be given credit for a full year of service for that year.

- M. The following provision applies exclusively to bargaining unit members who applied for longevity buyout prior to July 1, 2009, and such members will not be eligible to receive longevity buyout after August 31, 2012:

Longevity Buyout: A member of the bargaining unit in good standing, with fifteen (15) completed years of service in Cohasset Public Schools may elect a Longevity buyout of \$3,000 per year for up to three consecutive years ending upon separation of employment. Said payment will be paid as part of his/her salary.

Longevity payments specified in Appendix A, Section L will cease upon acceptance of this option.

Bargaining unit members who apply after July 1, 2009 will not be eligible for longevity buyout.

N.

1. The C.T.A. and the school department agree to the hiring of high school faculty on a voluntary basis to cover classes when other faculty members are using sick, professional or personal leave.
2. The following guidelines for this hiring will be in effect:
 - a. All hiring will be voluntary.
 - b. Teachers covering classes within their department will be paid as follows for each of those classes:

2022-2023: \$37.74
2023-2024: \$38.68
2024-2025: \$39.84
 - c. Teachers covering classes outside their department will be paid as follows for each of those classes.

2022-2023: \$37.74
2023-2024: \$38.68
2024-2025: \$39.84
 - d. Teachers covering these classes will be expected to distribute and give direction relative to the assigned work provided by the absent teacher. No direct instruction is expected of the teacher substituting.
3. It is understood that the school department will be supplementing in-house

teachers with substitute teachers from the community as needed.

4. In no way will these agreements be seen as voiding the provisions of the current contract between the C.T.A. and the School Committee. The contract is still in force, and all the changes are subject to collective bargaining at the end of the current contract.
5. Teachers at the elementary level will be paid twenty-five dollars (\$25.00) for each class covered unless it is agreed to reschedule the class at an appropriate time.

Individuals presently at the maximum step for the above positions will be retained at the maximum step. New individuals hired into such positions shall be placed at the step determined by the Superintendent.

Appendix B
Stipends

Athletics:

Season	Sport	Position	9/1/2022 - 8/31/2023	9/1/2023 - 8/31/2024	9/1/2024 - 8/31/2025
Fall	Cross Country	Head	\$7,145	\$7,324	\$7,544
Fall	Soccer- Boys	Head	\$6,495	\$6,658	\$6,857
Fall	Soccer- Boys	Assistant	\$4,330	\$4,438	\$4,572
Fall	Soccer- Girls	Head	\$6,495	\$6,658	\$6,857
Fall	Soccer- Girls	Assistant	\$4,330	\$4,438	\$4,572
Fall	Field Hockey	Head	\$6,495	\$6,658	\$6,857
Fall	Field Hockey	Assistant	\$4,330	\$4,438	\$4,572
Fall	Football	Head	\$10,265	\$10,521	\$10,837
Fall	Football	Assistant	\$6,160	\$6,314	\$6,504
Fall	Golf- Boys	Head	\$6,495	\$6,658	\$6,857
Winter	Basketball- Boys	Head	\$9,094	\$9,321	\$9,601
Winter	Basketball- Boys	Assistant	\$6,063	\$6,215	\$6,401
Winter	Basketball- Girls	Head	\$9,094	\$9,321	\$9,601
Winter	Basketball- Girls	Assistant	\$6,063	\$6,215	\$6,401
Winter	Gymnastics	Head	\$7,145	\$7,324	\$7,544
Winter	Gymnastics	Assistant	\$4,764	\$4,883	\$5,030
Winter	Ice Hockey- Boys	Head	\$7,795	\$7,990	\$8,229
Winter	Ice Hockey- Boys	Assistant	\$5,196	\$5,326	\$5,485
Winter	Ice Hockey- Girls	Head	\$7,795	\$7,990	\$8,229
Winter	Ice Hockey- Girls	Assistant	\$5,196	\$5,326	\$5,485
Winter	Skiing	Head	\$7,145	\$7,324	\$7,544
Winter	Swimming- Boys	Head	\$6,495	\$6,658	\$6,857
Winter	Swimming- Boys	Assistant	\$4,330	\$4,438	\$4,572
Winter	Wrestling	Head	\$7,795	\$7,990	\$8,229
Winter	Wrestling	Assistant	\$5,196	\$5,326	\$5,485
Spring	Baseball	Head	\$6,495	\$6,658	\$6,857
Spring	Baseball	Assistant	\$4,330	\$4,438	\$4,572
Spring	Track- Boys	Head	\$6,495	\$6,658	\$6,857
Spring	Track- Boys	Assistant	\$4,330	\$4,438	\$4,572
Spring	Tennis- Boys	Head	\$6,495	\$6,658	\$6,857
Spring	Tennis- Boys	Assistant	\$4,330	\$4,438	\$4,572
Spring	Tennis- Girls	Head	\$6,495	\$6,658	\$6,857
Spring	Tennis- Girls	Assistant	\$4,330	\$4,438	\$4,572
Spring	Softball	Head	\$6,495	\$6,658	\$6,857
Spring	Softball	Assistant	\$4,330	\$4,438	\$4,572
Spring	Golf - Girls	Head	\$6,495	\$6,658	\$6,857
Spring	Lacrosse- Boys	Head	\$6,495	\$6,658	\$6,857
Spring	Lacrosse- Boys	Assistant	\$4,330	\$4,438	\$4,572
Spring	Lacrosse- Girls	Head	\$6,495	\$6,658	\$6,857

Spring	Lacrosse- Girls	Assistant	\$4,330	\$4,438	\$4,572
Fall	Cheerleading	Head	\$3,700	\$3,792	\$3,906

Extracurricular:

The stipends will increase yearly in accordance with the teacher yearly salary increase.

- 2023-24 stipends will increase 2.5%
- 2024-25 stipends will increase 3.0%

If a stipend position is shared by more than one individual, the stipend amount shall be divided equally between the appointees.

If a stipend position has more than one position (i.e. Middle School Cross Country) and the position is reduced from 1 to 2 positions the remaining stipend will be paid at 1.5x the salary.

All new stipend positions will begin at the lowest level (Level 5 for HS, Level 3 for MS) unless the Administration agrees to place it at a higher level based on factors like the amount of hours, numbers of students and level of responsibility.

HIGH SCHOOL					
Level	Extracurricular Activity	Positions	9/1/22-8/31/23	9/1/23-8/31/24	9/1/24-8/31/25
1	HS Student Council	1	\$3,500	\$3,588	\$3,695
1	School Newspaper	1	\$3,500	\$3,588	\$3,695
1	National Honor Society	1	\$3,500	\$3,588	\$3,695
1	Yearbook	1	\$3,500	\$3,588	\$3,695
2	Debate	1	\$3,200	\$3,280	\$3,378
2	Math League	1	\$3,200	\$3,280	\$3,378
2	Jazz Band	1	\$3,200	\$3,280	\$3,378
2	ACOHpella	1	\$3,200	\$3,280	\$3,378
2	Green Team	1	\$3,200	\$3,280	\$3,378
3	Robotics (9-12)	1	\$2,400	\$2,460	\$2,534
3	Yoga/Mindfulness	1	\$2,400	\$2,460	\$2,534
3	AV Coordinator	1	\$2,400	\$2,460	\$2,534
3	AV Club	1	\$2,400	\$2,460	\$2,534
4	Model UN	2	\$2,000	\$2,050	\$2,112
4	Senior Class Advisors	2	\$2,000	\$2,050	\$2,112
4	HS Website / Social Media	1	\$2,000	\$2,050	\$2,112
5	Freshman Class Advisor	1	\$1,000	\$1,025	\$1,056
5	Sophomore Class Advisor	1	\$1,000	\$1,025	\$1,056
5	Music Festival Coordinator	1	\$1,000	\$1,025	\$1,056
5	HS Accompanist	1	\$1,000	\$1,025	\$1,056
5	Gay Straight Alliance	1	\$1,000	\$1,025	\$1,056
5	Diversity Club	1	\$1,000	\$1,025	\$1,056
5	Arts Magazine	1	\$1,000	\$1,025	\$1,056

5	Pep Band	2	\$1,000	\$1,025	\$1,056
5	Junior Class Advisor	1	\$1,000	\$1,025	\$1,056
	French Exchange: Planning Year	1	\$1,200	\$1,230	\$1,267
	French Exchange: Travel Year	1	\$2,400	\$2,460	\$2,534
	HS MS Drama	1*	\$1,200	\$1,230	\$1,267
	HS MS Musical	1*	\$6,000	\$6,150	\$6,335

*Positions rotate schools every year

MIDDLE SCHOOL					
Level	Extracurricular Activity	Position	9/1/22-8/31/23	9/1/23-8/31/24	9/1/24-8/31/25
1	MS Enrichment Coordinator	1	\$3,500	\$3,588	\$3,695
1	MS Student Council	1	\$3,500	\$3,588	\$3,695
1	MS Yearbook	1	\$3,500	\$3,588	\$3,695
1	Peer Leader	1	\$3,500	\$3,588	\$3,695
1	School Newspaper	1	\$3,500	\$3,588	\$3,695
1	MS Student/School Culture	1	\$3,500	\$3,588	\$3,695
2	MS Robotics	2	\$2,700	\$2,768	\$2,851
3	Quebec MS Trip Advisor	1	\$1,000	\$1,025	\$1,056
3	MS AV Coordinator/Club Advisor	1	\$1,000	\$1,025	\$1,056
3	MS Cross Country Club	2	\$1,000	\$1,025	\$1,056
3	MS Math League	1	\$1,000	\$1,025	\$1,056
	6th Grade Experiential learning	1	\$370	\$379	\$391
	Enrichment Leader	1	\$370	\$379	\$391
	Website/Social Media	1	\$2,000	\$2,050	\$2,112

ELEMENTARY SCHOOL					
Level	Extracurricular Activity	Position	9/1/22-8/31/23	9/1/23-8/31/24	9/1/24-8/31/25
	Elementary Enrichment Coordinator	2	\$3,500	\$3,588	\$3,695
	Elementary Robotics	1	\$2,400	\$2,460	\$2,534
	Website Social Media	1	\$2,000	\$2,050	\$2,112
	Elementary Enrichment Leader	1	\$370	\$379	\$391
	Assistant to the Principal (JOS)	1	\$5,000	\$5,125	\$5,279
	Assistant to the Principal (DH)	1	\$5,000	\$5,125	\$5,279

Appendix C

Administrative, Supervisory and Resource personnel shall be paid salaries based upon the following:

- A. The basic salary according to Section B, Appendix A.
- B. The ratios listed below shall then be applied.

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Guidance Counselor	1.08	1.08	1.08
Department Chairperson	1.08	1.12	1.12

- C. School Psychologist will be paid his/her per diem rate for up to 20 days beyond the regular school year if such days are approved in advance by administration.

Effective as of the end of the 2015-2016 work year, the work year for school adjustment counselors shall include two additional per diem days per 1.0 FTE school adjustment counselors, pro-rated for part-time school adjustment counselors, to be worked over the summer, if such days are approved in advance by the building principal.

- D. Nurse Leader position: September 1, 2022: \$5,000.00
 September 1, 2023: \$5,125.00
 September 1, 2024: \$5,279.00

Attachments:

- April 25, 2012 Department Chairperson Job Description
- Nurse Leader Job Description

Appendix D

Teachpoint or a similar digital evaluation platform will be implemented beginning in the 2022-2023 school year. Teachers shall receive training on Teachpoint within the first two teacher work days of the 2022-2023 school year.

A subcommittee, chaired by the Assistant Superintendent of Schools and comprised of the Assistant Superintendent, two additional administrators, and three Teachers designated by the Association, will convene to align the evaluation system with the current DESE regulations and the Massachusetts Model System for Educator Evaluation Model Collective Bargaining Contract Language. The subcommittee shall meet between September 15, 2022 and December 15, 2022. The recommendations of the subcommittee shall be submitted to the respective principals for ratification on or before December 31, 2022.

Sections:

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle: Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans: General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - A) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - B) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - C) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - D) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration but not less than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- A) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license that she/he has not previously taught under within the previous five (5) years.
- B) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
- C) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
- D) **Improvement Plan** shall mean a plan developed by the Evaluator of no fewer than ninety (90) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year,

the plan may include activities during the summer preceding the next school year.

- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - A) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - B) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - C) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - D) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).

- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance or model contract language.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license that she/he has not previously taught under within the previous five (5) years.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- U) **Parties:** The Association and the Committee are parties to this agreement.
- V) **Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement once guidance and model contract language is available from ESE.
- Z) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- A) Standard 1: Curriculum, Planning and Assessment

- B) Standard 2: Teaching All Students
 - C) Standard 3: Family and Community Engagement
 - D) Standard 4: Professional Culture
 - E) Attainment of Professional Practice Goal(s)
 - F) Attainment of Student Learning Goal(s)
- AA) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- A) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - B) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - C) Elements: Defines the individual components under each indicator
 - D) Descriptors: Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan. MCAS growth scores shall not be the sole basis for a summative evaluation.
- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low, unless three years of data is available, in which case at least three years of data shall be used.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - A) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - B) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data are required, unless three years of data are available, in which case at least three years of data is required.
 - C) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - D) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - A) Unannounced observations of practice of any duration but not less than 10 minutes.
 - B) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - C) Examination of Educator work products.
 - D) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:

- A) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
- B) Evidence of progress towards professional practice goal(s);
- C) Evidence of progress toward student learning outcomes goal(s).
- D) Student and Staff Feedback –The parties agree to bargain over this matter after guidance and model contract language is issued by ESE.
- E) Any other relevant evidence from any source that the Evaluator shares with the Educator in a timely fashion in advance of the summative evaluation. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

The attached rubrics shall be used.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. If mandatory, this learning activity shall occur during the contractual time. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - A) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - B) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - C) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
 - A) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - B) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
 - A) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. During the goal-setting process, school

and/or district leaders will provide educators with assessment data analysis and copies of the school and/or district goals, if available.

- B) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- C) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- D) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- E) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain the process for determining the Educator's impact on student learning, growth and achievement after guidance and model contract language has been issued by ESE.

- C) Educator Plan Development Meetings shall be conducted as follows:
 - A) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - B) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
 - C) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS or PTS Educators Placed on Developing Educator Plan**
 - A) The Educator shall have at least one announced observation that is one fullclass period or equivalent block of time (e.g. 1 block at the High School, 1 class period at the Middle School or no less than 40 minutes of time at the elementary level), unless a shorter duration is mutually agreed upon by the educator and observer, during the school year using the protocol described in section 11B, below.
 - B) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts –Educators with PTS**
 - A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than four unannounced observations, and one announced observation(s) that is/are one full class period or equivalent block of time each (e.g. 1 block at the High School, 1 class period at the Middle School or no less than 40 minutes of time at the elementary level), using the protocol described in section 11B, below. For Improvement Plans of less than one school year, there must be no fewer than two unannounced observation(s) and one announced observation(s) that are one full class period or equivalent block of time (e.g. 1 block at the High School, 1 class period at the Middle School or no less than 40 minutes of time at the elementary level), using the protocol described in section 11B, below.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15, but not prior to fifteen (15) school days following the start of the school year. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) **Unannounced Observations**

- A) Unannounced observations may be in the form of partial or full-period classroom visitations but not less than 10 minutes. This agreement shall not be construed to prohibit an evaluator or other administrator from conducting instructional rounds, walkthroughs or learning walks. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, or placed in the Educator's mailbox.
- B) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

A) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the

Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.

- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the

Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face or by hard copy or to the Educator's school mailbox no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10.
- K) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur at a mutually convenient time by the tenth day of school in the subsequent school year.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - A) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - B) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - C) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified

professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 90 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - A) Within ten school days of notification to the Educator and to the Association President that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - B) When providing notice to the educator that he/she is being placed on an Improvement Plan, the Evaluator will provide the Educator with a copy of this section (Section 19) of the document, unless this section has been

placed on the school district website. Upon the educator's request, a representative of the Association shall attend the meeting to discuss the Improvement Plan.

- G) The Improvement Plan shall:
 - A) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - B) Describe the activities and work products the Educator must complete as a means of improving performance;
 - C) Describe the assistance that the district will make available to the Educator;
 - D) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - E) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - F) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - G) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan along with a copy of Section 19 of this document (unless such section has been placed on the school district website) shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - A) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) **Timelines (Dates in italics are provided as guidance)**

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	10 th school day of subs. school yr.
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

21) Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22) Rating Impact on Student Learning Growth

Upon receiving model contract language and guidance from ESE regarding the rating of educator impact on student learning growth based on state and district determined measures of student learning, the parties agree to bargain with respect to this matter.

23) **Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24) **Using Staff feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25) **Transition from Existing Evaluation System**

- A) 100% of non-PTS educators will be evaluated under the new procedures at the outset of this Agreement and shall be placed on a Developing Educator Plan.
- B) All PTS educators due to receive a summative evaluation report at the end of the 2013-2014 school year under the former Cohasset Public Schools Evaluation System will be evaluated under the new procedures at the outset of this Agreement. Of those educators, (i) those whose most recent rating under the former system was meets or exceeds expectations will be placed on a two- year self-directed plan; (ii) all others shall be placed on a plan deemed appropriate by the employer.
- C) The remaining educators shall be evaluated under the former evaluation procedures for the first year of implementation.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26) **General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective

teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall meet at the end of the first year of implementation of this agreement and review the evaluation processes and procedures. Any recommendations for changes to this agreement shall be made prior to the end of the second year of implementation. As part of the review, the joint labor-management team shall discuss the topic of videotaped observations. The agreement shall remain in effect unless the parties mutually agree to implement recommendations from the labor-management evaluation team.
- (F) The parties agree that their consideration of and decision not to include Section 26F of the DESE Teacher and Caseload Educator Model Contract Language (relating to the arbitrator's authority), as well as their decisions to withdraw any written or verbal proposals regarding arbitrator authority, were made without prejudice to the parties' respective positions on the matter and will not be used by either party in any forum as evidence of bargaining history.