

MEMORANDUM OF AGREEMENT FOR A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CAPE COD LIGHTHOUSE CHARTER SCHOOL

AND

**THE CAPE COD LIGHTHOUSE CHARTER SCHOOL PROFESSIONAL
STAFF UNION**

SEPTEMBER 1, 2017

TO

AUGUST 31, 2018

It is agreed by and between the Board of Trustees for the Cape Cod Lighthouse Charter School and the Cape Cod Lighthouse Charter School Professional Staff that the following shall constitute the terms of the initial Collective Bargaining Agreement between the parties. This Memorandum is subject to ratification by the parties. The parties agree to use their best efforts to obtain ratification by their respective bodies.

1. SIGNED this day of August 10, 2017.

CCLCS BOARD OF TRUSTEES

CCLCS PROFESSIONAL STAFF UNION

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Introduction

The Parties to this Agreement share a fundamental and abiding commitment to the children of the Cape Cod Lighthouse Charter School. To this end, the Parties reaffirm their commitment to the Mission of the School as stated below.

Cape Cod Lighthouse Charter School seeks to provide a supportive and challenging learning environment for middle schools students, where teachers foster intellectual development and academic achievement in an atmosphere that celebrates learning as a lifelong pleasure.

We appreciate and understand middle school-aged students. We enjoy the often undervalued creativity and intellectual potential of this age group. We strive to provide an emotionally safe and supportive community, encouraging students to develop their strengths and risk new growth, while pursuing an academically rigorous curriculum. Wherever possible, students learn through experience, allowing them to be engaged in the process of discovery and to see the practical applications of classroom lessons.

Looking beyond the walls of the classroom, we collaborate with local partners to utilize the unique natural and creative resources on Cape Cod, and reach out to global partners to broaden our cultural understanding and knowledge. Our graduates take with them the values of personal responsibility, consideration for others, respect for the environment, academic integrity, creative expression, and perseverance.

Article I - Recognition

The Cape Cod Lighthouse Charter School Board of Trustees recognizes the American Federation of Teachers, Massachusetts, as the exclusive bargaining representative for all full time and regular part time teachers, special education coordinator-teacher, speech and language pathologist, nurse, psychologist, excluding Executive Director, associate director, business manager, lunch program coordinator, non-professional employees, managers, casual, intermittent and temporary employees, professional employees serving as full members of the Board of Trustees, and professional employees working less than 7 hours per week.

Article II - Management Rights

- 2.1 The School reserves and retains the sole and exclusive right to manage, operate and conduct all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management. Nothing in this agreement shall be construed to diminish or otherwise alter the requirements and obligations of the School's Charter, as well as Department of Elementary and Secondary Education mandates.
- 2.2 The School, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, evaluate and determine placement of teachers in

and within teacher levels, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish, create, revise and implement the curriculum and reasonable work rules; to make changes in assigned duties and responsibilities and schedule and assign work as required; to study and use, introduce, install new or improved systems, facilities and/or equipment; to determine methods, processes, and procedures by which work is performed; to determine its educational mission, academic policies, its activities, business and location; to determine the number of students per class with faculty input; to determine days and hours of operation; and in all respects to manage the School to attain its goal of excellence in teaching and scholarship.

Article III - Duration

This Agreement shall be in effect from September 1, 2017 until and including August 31, 2018, at which time it shall terminate unless extended by agreement of the parties. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement, such party shall notify the other party no later than December 15 of the year preceding expiration.

Article IV – Compensation

4.1

A. Effective August 31, 2017 the following salary schedule shall be established:

Step	Salary
One	\$37,132
Two	\$39,550
Three	\$41,969
Four	\$44,388
Five	\$46,807
Six	\$49,226
Seven	\$51,645
Eight	\$54,063
Nine	\$56,482
Ten	\$58,901
Eleven	\$61,320
Twelve	\$63,739
Thirteen	\$66,158
Fourteen	\$68,577
Fifteen	\$70,995

Placement on the salary schedule for current union employees and for newly hired union employees shall be determined by the parties on or before August 10th. Placement on the salary schedule shall

be determined by a mutually agreed upon definition of “years of teaching service”, as detailed below (H).

C. All other staff working in positions equivalent to their 2016/17 assignments under this Agreement will advance one step up the salary schedule.

D. Teachers who are above step 15 in their years of service shall receive the same salary previously earned plus 6% unless that salary is lower than the salary for step 15. If the salary is lower than step 15, these teachers shall be paid the salary for step 15.

E. No union employee working in the same or equivalent position shall earn less in 2017/18 than he/she earned in 2016/17.

F. Those teachers employed by the School on or before September 1, 2011 who hold a master’s degree as of that date shall be paid an additional \$3,000. Teachers earning a master’s degree after September 1, 2011 or those who are hired after September 1, 2011, will only be eligible for this additional \$3,000 payment if they hold a master’s degree in a discipline or field of study reasonably related to the teacher’s assigned curriculum area(s), as determined by the Executive Director.

G. Teachers who are assigned a homeroom will be paid an additional \$2,500.

H. The Special Education Coordinator shall be paid an additional \$7,500. The English Language Learner Coordinator will be paid an additional \$2,500.

I. A creditable year of teaching service shall be defined as a full-time teaching position in a K-12 public school, or in a Grade 6-12 private school. Each year of employment as a paraprofessional at CCLCS shall count as ½ year of teaching service if the employee is moved to the professional scale. Any adjustments to a teacher’s position on the scale shall not result in an overall reduction in pay from the 2015-16 school year.

J. Stipends will be awarded for the following positions at the discretion of the Executive Director:

–Department Heads: \$2000

–Recess coordinators: \$500

–Early room monitor: \$500

–Field Steward: \$2000

–Scheduling: hourly rate

–Substitute coordinator: \$750

–Mentors: \$500

–Media coordinator: \$500

- Athletic Director: \$2500
- Coaches: \$1000
- Other stipends for ad hoc positions which may arise may be determined at an hourly rate at the discretion of the Executive Director.

Positions will be appointed by the Executive Director at the end of each school year. School administrators will work with school staff to refine and develop job descriptions and appointment protocols and make recommendations to the negotiating committee prior to the 2017-2018 negotiation sessions.

4.2

- A. In the event that State income received per student for School Tuition and Facility Reimbursement (hereinafter “Reimbursement”) is reduced, an across-the-board salary reduction in an amount equal to the percent reduction in tuition and facility reimbursements, but not to exceed six percent (6%) may be applied at the sole discretion of the Board. The same percent salary reduction applicable to bargaining unit members will also apply to non-bargaining unit members. The Board agrees to consult with the Union prior to implementing any reduction in salary pursuant to this provision, but any decision to implement a salary reduction shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.
- B. If, in the year following a salary reduction made pursuant to Article 4.2, the School Reimbursement increases, then salaries will be increased in an amount equal to the percent increase in Reimbursement for that year; however, not to exceed salary levels immediately preceding the Reimbursement reduction, except as otherwise provided herein.

Article V - Benefits

5.1 Eligibility for Benefits: All staff members who work at least 20 hours each week at CCLCS are eligible to receive the benefits set forth below. Benefits for individuals who are part-time shall be prorated.

5.2 Leave:

(a) Each full-time staff member shall be allotted fifteen (15) fully compensated leave days per school year to be used at the employee's personal discretion for personal illness, illness of an immediate family member, or any other personal reason. Time taken for personal reason, as opposed to illness, must be submitted at least one day in advance of the proposed absence, except in the event of an emergency that precludes such notice, and must be pre-approved by the Director. Taking leave time on the edge of vacations and weekends can diminish the value of these school days for our students, and should be done infrequently and in consultation with administrators and grade level teams. The Director's decision to grant or deny a request for personal leave shall not be subject to the grievance or arbitration provisions of this Agreement.

(b) For purposes of this provision, immediate family shall include a staff member's parent, spouse, or child. A physician's note will be required for sick absences after four consecutive sick days, or following the use of ten sick days taken on an intermittent basis. Staff who are out sick for a period of time that qualifies them for disability leave must apply for leave as of the first date of qualification. Failure to apply for disability leave will result in the loss of the sick leave benefit. Sick leave eligibility for any given illness shall cease upon the granting of disability leave benefits.

(c) No employee shall be entitled to sick leave as provided in this Article unless the employee has notified School Administration of his/her absence prior to the start of his/her scheduled work day.

(d) In accounting for the number of days taken, an absence of up to four (4) hours shall be counted as one-half (1/2) a leave day and an absence of greater than four (4) hours shall be counted as one (1) full leave day.

(e) Each part-time employee shall be allotted the percentage of the fifteen (15) fully compensated leave days that corresponds to the percentage of time as measured against full time for which the part-time teacher has been hired (i.e., a part-time teacher working 3/5 time would receive an annual allotment of nine (9) leave days).

(f) Employees may accumulate fully compensated leave days and add unused days to their next year's allotment up to one hundred and eighty (180) days. Accumulated, fully compensated leave time from previous years may be used only after the current

year's leave has been used and only for reasons of extended illness or disability suffered by an employee or member of the employee's immediate family with written verification by the attending physician. Accrued days are forfeited at time of separation of employment.

- (g) **Sick Leave Bank:** The staff shall have the option of setting up a "bank" into which fully compensated leave days could be donated or deposited to offset in part the financial challenges of long-term illness of a particular staff member. In the event the teaching staff chooses to exercise this option, written notice will be provided to the Director.

5.3 Bereavement Leave: Staff members shall be granted leave with pay for not more than 5 working days in the case of the death of the staff member's parent, child, step child, sibling, spouse or domestic partner. In the case of the death of a grandparent, employees will receive up to three working days.

5.4 Family and Medical Leave:

CCLCS shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 and with state law. The Board of Trustees shall issue, and from time to time amend, regulations setting forth the rights and procedures granted by the Act and state law, and shall ensure compliance with those regulations. Currently, CCLCS administers these benefits as follows:

- (a) All eligible employees shall be eligible for leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves of up to a total of 12 workweeks of leave during a 12-month period for:

The birth of a child and in order to care for the newborn;

The adoption or placement of a child for foster care with the employee;

To care for a child, spouse, or parent with a serious health condition;

Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position; or

Any qualifying exigency, as defined in P.L. 110-181, Section 585(a), arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

Additionally, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member, as defined in P.L. 110-181, Section 585(a), who is recovering from a serious illness or injury sustained in the line of duty on active duty

is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

- (b) Employees eligible for FMLA leave are regular full-time or regular part-time employees who have completed at least twelve months of service with the School and have worked a minimum of 1,250 hours in the 12 month period preceding the commencement date of the leave.
- (c) Leave must be requested in writing and, where possible, at least two weeks notice be given. The employee must have his/her doctor complete and return the Certification of Health Care Provider Form, available at www.dol.gov.
- (d) Leaves taken under FMLA shall be without pay. An employee can access accrued sick or personal time after which the remainder of the 12-week period will be unpaid. An employee may be required to provide certification as to fitness for duty.
- (e) An employee may be eligible for maternity leave under the Massachusetts Maternity Leave Statute, M.G.L. c. 149, §105D. CCLCS will grant unpaid leave to an employee eligible for leave under the provisions of the Massachusetts statute. MMLA shall run concurrently with FMLA. No leave shall extend beyond twelve weeks without written permission from the Director. Failure to grant such permission shall not be subject to a grievance under the provisions of this Agreement..
- (f) Benefit Coverage During FMLA or MMLA: Contributions normally paid by employees for benefit coverage are due in full on the first day of each month while the employee is on leave. Failure to pay monthly contributions may result in the termination of coverage for the employee and any dependents. The employee may choose to pay the entire amount of the premium contributions when the leave commences if the length of the leave can be anticipated. (Note: CCLCS will continue to pay the premiums that it was originally paying before the leave.)

5.5 Unpaid Personal Leave of Absence:

- (a) CCLCS may grant an unpaid leave of absence to any regular employee of up to a maximum of thirty (30) calendar days for personal or family reasons. This leave would be in addition to FMLA leave or if an employee is not eligible for FMLA leave.
- (b) Requests for Personal Leave of Absence must be made in writing to the Director, giving as much advance notice as possible. Each written request is reviewed on a case-by-case basis, and the decision to grant or deny the leave is based solely on the discretion of the Director and shall not be subject to a grievance under the provisions of this Agreement.

- (c) **Benefit Coverage** – The employee will be responsible to pay the employee’s portions of the benefit premiums if the personal leave of absence (PLA) is greater than two consecutive weeks (in calendar days). The granting of a PLA is solely at the discretion of the Director.

5.6 Health Insurance:

CCLCS provides health insurance to eligible employees pursuant to M.G.L. c. 32B. Currently CCLCS purchases its insurance through the Barnstable County Municipal Health Insurance Group and pays sixty percent (60%) of the cost of the premium for either family or individual coverage for those eligible employees who work no less than 20 hours, regularly, during the regular workweek. Consistent with applicable state law, CCLCS reserves its rights to make changes to the existing health insurance benefits offered to employees, including but not limited to changes in offered plans, benefit levels or contribution towards premium costs. Employees will be notified of such changes. Employees who are separated from employment, for any reason, shall be notified of their rights for continued health insurance coverage under the federal law known as COBRA.

5.7 Retirement Plan:

- (a) **MTRB/Social Security.** For CCLCS teachers deemed eligible for Massachusetts Teachers Retirement (per the MTRB System), their appropriate percentage is withheld and deposited to their account on a monthly basis. Those not eligible for MTRB pay into the Federal Social Security program.
- (b) **403b.** CCLCS offers a 2% salary contribution to a 403b program provided that the employee contributes at least 1% of his/her salary.
- (c) **Retirees.** CCLCS does not currently offer health benefits for retirees. A retiring employee is eligible to participate in the CCLCS group Health Insurance plan by paying 100% of the cost of his/her health coverage.

5.8 Life Insurance: CCLCS funds a \$10,000.00 life insurance policy for each employee at 50% or more.

5.9 Long Term Disability Insurance: CCLCS funds a Long Term Disability policy which becomes active after 180 days of disability.

5.10 Changes to Plans in paragraphs 5.6, 5.7, 5.8 and 5.9: In the event that State income received per student for School Tuition and Facility Reimbursement is reduced, the School and Union agree that the School, at its discretion, may change insurance carriers, designation of the primary plan, or structure of the plan, to the extent it may alter the plan with any given carrier. The School agrees to notify the Union and discuss with the Union and consider the

input of the Union prior to making such changes, together with the effective date of the change, but any decision to implement such changes shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.

5.11 Full Time Employee Child Admissions Preference: In the event that a full time employee child admissions preference is allowed by law or statute, children of full time employees will be admitted as students at CCLCS under the following conditions:

- They submit a valid application before the admissions deadline.
- They do not constitute more than 5% of the school population.
- They do not count towards the student limit at their grade level.

Article VI – Working Conditions

6.1 School Calendar and Hours:

The work year for full-time employees shall be 185 days, with the start and end dates determined by the Board of Trustees. The student day is from 8:40 a.m. – 3:00 p.m. Teachers shall report to work thirty (30) minutes before the beginning of the student day, unless they receive permission from the school’s Associate or Executive Director. Failure to grant such permission shall not be subject to a grievance under the provisions of this Agreement. The Board reserves the right to make changes to the start and end time of the student day. The Board agrees to consult with the Union prior to implementing any such time change, but any decision to implement such a time change shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement. The School Year for staff will be 185 days, which will include pre-service and post-session meeting time.

6.2 Absence Notification/ Substitute Procedure

It is essential for all staff to give the earliest notice possible if they are to be absent. In the case of planned absences, staff are required to complete and submit the appropriate form as soon as they are aware of the need for an absence. For unplanned absences, staff are required to complete the form upon return to school. If an absence is unplanned, staff are encouraged to call by 8:00 p.m. the evening before, or no later than 6:00 a.m. the morning of the absence. Lesson plans must be left for the substitute teacher. If an absence is unplanned, it is the teacher’s responsibility to make certain that lesson plans are at the school by 8:30 a.m. the day of the absence. Each teaching staff member shall maintain a folder with student roster, emergency information, medical alerts and a daily schedule.

6.3 Snow Days

If the School is going to be closed due to snow and/or inclement weather, the School Reach phone system will be used to contact every staff member. School closing shall be determined at the discretion of the Director or his/her designee.

6.4 Room Assignments

Physical room assignments shall be made at the discretion of the Director, based on the overall needs of the School.

6.5 Teaching Staff Responsibilities:

It is expected that every staff member of CCLCS will be committed to assisting each other in any way that is possible. The school and staff are small and depend on everyone doing his/her part. The duties are described in the current personnel policy.

6.6 Additional Staff Responsibilities:

(a) Late pickup and before school supervision

After school late pick up supervision occurs from 3:00 p.m. until the last student's transportation arrives, which can be as late as 4:00. Staff shall be assigned to such after school bus supervision on a rotating basis. Before school room supervision occurs from 8:00 until morning homeroom. Staff shall be assigned this duty on a rotating basis.

(b) Additional Meetings

Teachers are required to attend occasional meetings scheduled outside the school day, including Parent Open House, parent meetings, student performances and home visits, or in the event of an emergency.

(c) Extra Help

Each teacher is to be available for extra help sessions for one hour at least once a week before and/or after school.

(d) Homework Club

Each grade level teacher is expected to supervise grade level homework club for one hour after school once every 4-6 weeks.

(e) Recess/ Lunch duties

All teachers may be assigned recess and lunch duties at the discretion of the Executive or Associate Director.

(f) Homeroom Teachers

Teachers receiving the Homeroom stipend are expected to staff their room in the morning between the release of the early arrival room at 8:10 and the beginning of first period. At this time, teachers are expected to perform morning administrative duties, including but not limited to taking attendance and reviewing lunch orders. Homeroom teachers are also expected to manage lunch in their rooms, including but not limited to supervision of lunch distribution and clean up. Also, homeroom teachers are expected to supervise dismissal time, including but not limited to checking homework notebooks, and putting up chairs and putting away computers. Any homeroom teacher whose schedule cannot accommodate these duties on a regular basis should work with administrators and the business manager to make alternative coverage arrangements.

(g) Prep Periods

Teachers are expected to be present in the school from 8:10 AM until 3:15. Provided that staff members are keeping up with their work and their duties in a timely fashion, prep periods may be used at the staff members' discretion. If a teacher needs to leave the campus, he/she should sign out in the office. If a teacher needs to leave for more than a short errand, she/he should communicate with the appropriate grade level team and with the office. If, in the judgement of the Executive Director and the Associate Director, a staff member is not keeping up with duties in a timely fashion, the Executive Director and the Associate Director may impose restrictions on a staff member's use of prep time.

Article VII - Grievance and Arbitration Procedure

- 7.1 A grievance shall mean a complaint by an employee(s) or the union ("Grievant") that there has been a violation or misinterpretation of any of the express provisions of this Agreement. Grievances must be presented in writing, and must state the facts upon which the grievance is based, an explanation as to how the facts result in a violation, misinterpretation or misapplication of the Agreement, the specific provision of the Agreement that has been violated, and the requested remedy. The Parties acknowledge that there shall be no right to pursue a grievance concerning the discharge or discipline of an employee with less than three (3) consecutive and complete school years of service at CCLCS past Step 2 of this Procedure. Grievances shall be submitted in writing and shall be processed exclusively as set forth below.

Step 1: All grievances shall be submitted to the Director within seven (7) calendar days of the Grievant having knowledge, or of when he/she should have known, of the occurrence or failure of occurrence that is identified as the basis for the grievance. Within seven (7) calendar days of so filing, the grievant shall have the opportunity to discuss the matter with the Director. The grievant may be represented at this meeting by a Union representative. The Director will respond in writing to the grievance within seven (7) calendar days of the Step 1 meeting.

Step 2: The Grievant may appeal the decision at Step 1 to the Board of Trustees. The Grievance at Step 2 must be filed within seven (7) calendar days of the Step 1 Answer or, if no Answer is made, within seven (7) calendar days of the date such answer would have been due. The Board of Trustees shall meet with the Grievant at its next regularly scheduled meeting following the filing at Step 2 and shall provide an answer to the Grievance within seven (7) calendar days of the Step 2 meeting. The decision of the Board in matters involving the discipline or discharge of an employee shall be final and binding.

Step 3: For grievances not resolved at Step 2, and other than those specifically excluded from arbitration by the terms of this Agreement, the Union may appeal the decision of the Board of Trustees to arbitration. Any request for arbitration must be filed within twenty (20) calendar days after receipt of the Step 2 Answer, or within twenty (20) calendar days from the date such answer would have been due. Requests for arbitration must be directed to the American Arbitration Association, with a copy to the Board of Trustees and Director. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. Date of mailing or hand-delivery shall constitute filing under this Article.

- 7.2 Grievance timelines may be extended by written mutual written agreement of the parties, and in no event shall any such agreement constitute practice or precedent for any other matter.
- 7.3 The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement, or to hold *ex parte* hearings. The arbitrator shall have no power to determine any subject not specifically provided for in this Agreement. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.
- 7.4 The cost for the Arbitrator shall be shared equally by the Parties. Each side shall be responsible for its own attorneys' fees and costs.
- 7.5 No incident that occurred or failed to occur prior to the effective date of this Agreement shall be the subject of any grievance.

Article VIII – Discipline, Discharge, and Resignation

- 8.1** The Director and Board of Trustees reserve the right to discipline, suspend, or terminate the employment of any teacher or staff member for any reason, including but not limited to the following: budgetary constraints, declining enrollment, inefficiency, incompetence, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards. It is the policy of CCLCS that all teacher and staff discipline, including suspension and/or termination, will be carried out in accordance with principles of progressive discipline, however, progressive discipline shall not apply to serious offenses. Disciplinary action shall not be rendered in an arbitrary or capricious manner.
- 8.2** Teachers and staff members are appointed on an annual basis. The decision to not renew the employment of a teacher or staff member who has served in the School for less than three (3) consecutive and complete years shall not be subject to the provisions of this Article or the Grievance Procedure of this Agreement.
- 8.3** Members who have been employed by the School for more than six (6) months and less than three (3) consecutive and complete school years may appeal a mid-year disciplinary action, as opposed to a non-renewal decision, to the Board of Trustees under the Grievance Article of this Agreement for a determination of whether the disciplinary action was arbitrary or capricious. However, the decision of the Board shall be final and binding and may not be pursued to arbitration under Step 3 of the Grievance process.
- 8.4** Members who have been employed by the School for more than three (3) consecutive and complete school years shall not be disciplined, discharged, or have their appointment for a subsequent school year not renewed for an arbitrary or capricious reason. Any such member may appeal a discipline, discharge or non-renewal decision under the Grievance Article of this Agreement, up to and including arbitration, for a determination of whether the disciplinary action was arbitrary or capricious.
- 8.5** Employees may request, in writing, a copy of their personnel file, or any portion thereof.
- 8.6** Staff members may discontinue their service in the school system during the school year by submitting written notice of resignation to the Director. The staff members will be notified in writing of the Director's action on the resignation. When a resignation is accepted by the Director, the employee may be asked to continue in service at his or her assigned duties for a period of thirty (30) days after submission of the resignation.

Article IX – Performance Evaluation

- 9.1** The teacher evaluation practices set forth at 603 CMR 35.00 – 35.11, applicable sections have been adopted by the Commonwealth of Massachusetts' as the new teacher evaluation standards.

- 9.2** While the Board and the Union recognize that employees serving as Board members are not included in the recognition clause of this Agreement, it is agreed that an employee's performance as a CCLCS Board Member shall not impact their professional evaluation as a teacher.
- 9.3** The Cape Cod Lighthouse Charter School has adopted a modified version of the teacher evaluation framework set forth by the Massachusetts Department of Elementary and Secondary Education. The framework helps to determine a teacher performance rating, based on four criteria: 1.) curriculum and planning, 2.) student achievement, 3.) community engagement and 4.) professional culture. The length of an evaluation cycle is determined by the overall teacher rating. Teacher ratings will be submitted to the state of Massachusetts at the end of an evaluation cycle. All evaluations should be free of racial, sexual, religious, and other illegal discrimination and biases as defined in state and federal laws. For more information on the state evaluation system, interested parties can visit <http://www.doe.mass.edu/eeval/>.

Article X – Savings Clause

- 10.1** If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.
- 10.2** In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Article XI - Stability of Agreement

- 11.1** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.
- 11.2** The failure of the School or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the School or of the Union to future performance of any such terms and conditions, and the obligations of the Union or of the School to such future performance shall continue in full force and effect.

Article XII – Past Practice

- 12.1** All past practices, to the extent they existed, shall end upon the signing of this Agreement, with the exception of procedures in the personnel policies manual for practices that are not specifically addressed in this Agreement.

Article XIII – Union Dues

- 13.1** CCLCS agrees to deduct Union dues once each month from the pay of each employee who executes or has executed an appropriate form of authorization of check-off and remit the aggregate amount to the Treasurer of the local Union along with a list of employees who have had such deductions. The amount of dues in each month shall be based upon an amount established and certified in writing by the Union’s Treasurer to the CCLCS Business Manager, such a mount shall be forwarded to the Union within thirty days of the date on which the funds were withheld.
- 13.2** It is understood that it is the responsibility of the Union to provide the check-off forms and to have them executed by any employees.
- 13.3** Any authorization to withhold Union dues shall terminate and such withholding shall cease upon the happening of either of the following events: (a) separation from employment or (b) written notice by the employee of cancellation of the authorization.
- 13.4** The Union agrees to indemnify CCLCS for damages or other financial loss that CCLCS may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the School’s compliance with this Article.

Article XIV – Bargaining Obligations

With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the School agrees it will make no changes to such matters without first fulfilling any legal obligations to consult and bargain with the Union.

Article XV – Organizational Development Committee Work

- 15.1** Both management and union members agree to support ongoing work designed to examine and make recommendations about school governance protocols and structures.
- 15.2** These works will be completed through the use of staff meeting time, the formation of volunteer working committees, and may include the use of consultants from outside of the school community. Committees may include, but may not be limited to investigating job descriptions, reporting structures, school committee structures, school procedures, and personnel intervention processes. Committees may include teachers, staff members Board members, administrators and outside consultants.
- 15.3** School staff will work together to develop appropriate protocols for committee meetings, work products and general expectations.

WHEREFORE, the Board of Trustees and the Union have caused this **AGREEMENT** to be executed by their duly-authorized representatives this _____ day of _____, 2017.

CCLCS Board of Trustees

CCLCS Professional Staff Union
