

AGREEMENT
BETWEEN THE
CAMBRIDGE SCHOOL COMMITTEE
AND THE
CAMBRIDGE EDUCATION ASSOCIATION
UNIT E - PARAPROFESSIONALS

September 1, 2018 to August 31, 2021

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CAMBRIDGE SCHOOL COMMITTEE
AND THE
CAMBRIDGE EDUCATION ASSOCIATION
UNIT E – PARAPROFESSIONALS
2018-2021

AGREEMENT

This Agreement is made and entered into on this first day of September 2018 by and between the Cambridge School Committee (the "Committee") and the Cambridge Education Association, Unit E - Paraprofessionals (the "Association") under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 1
RECOGNITION

1. The Committee recognizes the Association as the exclusive bargaining agent for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment of all employees who work six (6) or more hours per day, whose positions are classified as instructional paraprofessionals, Title I paraprofessionals, bilingual paraprofessionals, and any other paraprofessionals classification that may be created by the Committee.
2. Unless otherwise indicated, the employees in the above classifications will be hereinafter referred to as "paraprofessionals" and reference to male paraprofessionals will include female paraprofessionals.
3. Employees hired after the start of the school year are considered to be members of the bargaining unit.
4. All members of the bargaining unit shall be considered full-time employees for the purpose of computing retirement.

ARTICLE 2
SCOPE

1. If any part or provision of the Agreement is found to be contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, and the validity of any other part or provision shall continue in full force and effect.

2. Neither the Committee nor the Association will discriminate against any paraprofessional covered by this Agreement or applicant for employment because of race, color, creed, sex, marital status, age, disability, gender, sexual orientation or national origin.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURE

1. PURPOSE:

The purpose of this procedure set forth hereinafter is to produce prompt and equitable solutions to those complaints which from time to time may arise involving the wages, hours, standards of productivity and performance and any other terms and conditions of employment or the conditions of employment of the members. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

2. DEFINITION:

A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

3. ADJUSTMENT OF GRIEVANCE:

- (a) Informal Procedure

The aggrieved member may discuss the matter with his/her appropriate immediate supervisor or in the cases where the grievance relates to that supervisor, then with the supervisor's immediate supervisor.

- (b) Formal Procedure

PROVISIONS APPLICABLE TO GRIEVANCE AT STEP 1, STEP 2

Each written statement of a grievance shall include: (1) a concise statement of facts constituting the grievance; (2) a date upon which the act or omission giving rise to the grievance occurred; (3) if applicable, the later date upon which the member first learned of the same and a concise statement of the reasons why the member should not be held to have learned of the same earlier; and (4) the dates of all prior written presentations if any. Each statement under Step 2 shall be signed on behalf of the Association by its President or a Vice-President.

Conferences held under this procedure shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons who are involved to attend and there will be no loss of salary for working time spent by employees who participate in conferences in the event they are held during working hours.

A written summary shall be made of the disposition of any grievance at Steps 1 or 2.

STEP 1. The Association's President with the aggrieved employee shall take up the grievance or dispute in writing with the immediate supervisor within fifteen (15) business days of the date of the grievance or his/her knowledge of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the President within twenty-five (25) business days of the date of the grievance or his/her knowledge of its occurrence.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools within twenty-five (25) business days after the immediate supervisor's response is due. The Superintendent or his designee shall respond to the President in writing within twenty-five (25) business days. Failure by the Employer or its representatives to respond within the time period stipulated for response in Steps 1 and 2 shall be construed as a denial of the grievance.

STEP 3. If the grievance still remains unsolved, it shall be presented to the School Committee in writing within twenty-five (25) business days after the response of the Superintendent is due. The School Committee shall respond in writing within twenty-five (25) business days after its second regularly scheduled meeting following the presentation of the grievance to the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

STEP 4. If a grievance involving the interpretation or application of any provision of this Agreement shall either (i) not have been disposed of at Step 3 to the satisfaction of the Union, or (ii) not have had a decision rendered within twenty-five (25) business days after the second regularly scheduled meeting of the School Committee, then the Union may, within fifteen (15) business days of the date of that event, whichever is sooner, notify the School Committee that the grievance be brought to arbitration.. The Union may submit the grievance to the American Arbitration Association to binding arbitration to be processed according to its rules. The costs for the services of the arbitrator, including per diem expenses and the actual and necessary travel and subsistence expenses, will be borne equally by the Cambridge School Committee and the Union.

4. RECORDS

While both parties may maintain files of grievances and the dispositions thereof, the Committee shall not make any entry or file any paper in the personnel file of any employee involved in a grievance except as may be required to implement the disposition thereof.

5. REPRISALS

No reprisals of any kind shall be taken by any party hereto against any person who participates in any way in any grievance proceedings by reasons of such participation.

6. GENERAL

- a. Any grievant may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or any officer of any other organization, other than the Association. When a member is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
- b. Decisions rendered at Steps 1, 2, 3 and 4 of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant(s) and the Association.
- c. In the event an aggrieved person does not desire to take action under this grievance procedure, the Association may process the grievance.
- d. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- e. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in said Article under Definitions, Paragraph (a) of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

ARTICLE 4
SALARIES

- A. The salaries of each paraprofessional shall be determined pursuant to the salary schedule attached hereto in the Appendix. The salaries in the Appendix shall be revised as follows:

<u>Effective Date</u>	<u>Increase</u>	<u>Schedule</u>
9/1/2018	2.5% Increase	A
9/1/2019	2.5% Increase	B
9/1/2020	2.5%	C

With no increase on any other economic items in the collective bargaining agreement.

- B. Salaries shall be paid in twenty-four (24) equal payments, on the fifteenth (15th) and last day of each month.
- C. Employees hired prior to November 15th shall advance to the next year in the salary schedule the following September and/or employees must be on the payroll for a minimum of 90 days in order to advance to the next step of the salary schedule, unless the absence from work was due to a school related accident or injury as specified in Article 9.
- D. Any salary lane adjustment to which an employee is entitled to in September shall be based upon a documentation of enrollment by July 15. Such documentation shall be based on an official document from the participating institution or increment credit. The salary adjustment will be implemented in September if the employee provides:
 - 1. Documentation of enrollment by July 15.
 - 2. By August 15th a letter from the Registrar on university/college stationary stating that the individual has successfully completed the course.
 - 3. An official transcript must be received by October 1st.

It is the responsibility of the employee to follow the procedure listed above. On October 1st the salary adjustment may be rescinded for failure to provide official documentation of satisfactory completion of the course.

Separate from salary lane adjustments, effective September 1, 2016, unit members are eligible to receive an educational stipend of one hundred twenty-five (\$125.00) for each successfully completed unit of staff training which has been approved by the Principal or supervisor prior to the unit member starting the course, up to a maximum stipend of six hundred twenty-five dollars (\$625.00). The stipend shall be paid annually in December of each year based on documentation of successfully completed staff units of training as of October 31st of the same year.

A staff unit of training is defined as follows:

- 1. One (1) university, college, junior college or community college level course of three (3) credit hours.
- 2. Two internal courses or workshops of at least ten (10) hours each, offered by the school department for Paraprofessional Increment Credit, and taken after regular working hours and outside of the pool of 35 hours required for professional development that is required by Article 6, subsection B(2) of the collective bargaining agreement between the parties.

Upon completion of the course or workshops, all documentation, including transcript, certification, or other evidence of satisfactory completion of the course, shall be provided to the Office of Human Resources to support eligibility for the educational stipend. The deadline for submission of the documentation is October 31. No salary credit will be given for courses offered or required during regular working hours, or for courses taken when the employer is compensating the individual for the time required to take the course.

Courses and internal workshops accorded Paraprofessional Increment Credit may be accumulated and applied towards either a salary lane adjustment or towards the educational stipend. Credits earned cannot be applied or counted towards both a salary lane adjustment and the educational stipend. The paraprofessional shall stipulate whether s/he wishes specific credit(s) earned to be applied towards a salary lane adjustment, or, towards the educational stipend at the time credits are submitted to the Office of Human Resources.

- E. A paraprofessional may be requested to serve as a substitute teacher under the following conditions:
1. A Principal/Head of Upper School may request the paraprofessional to substitute in those classes which he/she deems educationally appropriate.
 2. Effective September 1, 2016, increase the substitute teaching rate to \$66.00. The substitute teaching rate will be pro-rated if the paraprofessional is substituting for a teacher in a program or school that is regularly scheduled as a seven or eight hour day.

Effective September 1, 2019 increase the substitute teaching rate to \$72.00.
 3. Payment shall be made on a monthly basis based upon submission of approved timesheets.
 4. A paraprofessional who works with more than one teacher will be given the opportunity to arrange his/her schedule cooperatively with the teachers so that he/she will not be denied the opportunity to substitute, subject to the approval of the Principal/Head of Upper School.
 5. Paraprofessionals shall be entitled to a teacher's preparation time when he/she acts as a substitute teacher.
 6. Paraprofessionals shall not receive an additional per diem for substituting for another paraprofessional.
 7. A paraprofessional substituting for a teacher may receive a pro-ration of the per diem rate for less than a full day of substitute work if (i) the paraprofessional is substituting for teachers-on-assignment for half-day (or more) training (e.g.,

literacy training) or other professional development; (ii) the paraprofessional is substituting for high school teachers for a specific course for a full period; or (iii) the paraprofessional is substituting for half-days (or more) for teachers involved in parent conferences; or (iv) the paraprofessional is substituting for a full forty-minute period or longer class period in the case when a teacher is absent from school or is on an approved staff-on-assignment, or (v) the paraprofessional is regularly scheduled to cover a substantially separate classroom teacher's preparation period which has been pre-approved by the Office of Student Services.

8. A paraprofessional serving in an elementary program who, in accordance with the provisions of Article 4-E(5) of the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee, is acting as a substitute teacher covering classes for a full day will be indemnified for lost preparation periods on the following basis:

<u>Effective Date</u>	<u>Forty-Minute Prep Period</u>
September 1, 2006	\$21.00

Payments will be made in December and June/July provided, however, that the individual and the principal certify the number of lost preparation periods by the end of December and June for payment at the appropriate times and provided that a current record of same is available at all times in the office of the principal/head of upper school.

9. Paraprofessionals with at least a Bachelor's degree from an accredited college/university requesting and being granted an approved leave of absence through the Office of Human Resources to assume an Extended Term Substitute position of one year or less shall remain members of the CEA Unit E bargaining unit, and maintain dental/vision insurance coverage, holiday pay, sick leave accumulation and other fringe benefits as eligible under the CEA Unit E collective bargaining agreement as then in effect. The daily pay rate shall be the same as what is accorded to Extended Term Substitutes in CEA Unit D collective bargaining agreement as the in effect. If the paraprofessional who has been granted an approved leave of absence through the Office of Human Resources to assume an Extended Term Substitute position is working in a school with Extended Learning Time and has been selected to work as an Extended Term Substitute for a teacher that works during Extended Learning Time hours on a regular basis, then while serving as an Extended Term Substitute, the paraprofessional shall also be paid the Extended Term Substitute rate for the additional hours worked at the Extended Learning Time school as set forth in the Extended Learning Time Agreement between the Cambridge School Committee and the Cambridge Education Association as then in effect.

- F. Direct deposit of paychecks shall be provided for bargaining unit members.

Effective September 1, 2018 all unit members will be required to have direct deposit and will receive direct deposit paycheck notifications only via their school email account. Any unit members hired prior to June 30, 2018 who do not have direct deposit as of September 1, 2018 will be exempt from this requirement.

- G. All new hires and transfers into the bargaining unit will be placed at Step 1 of the appropriate salary schedule. A salary schedule adjustment for educational credits received prior to employment must be requested by the employee within the first 90 days of employment. Proper documentation of such educational credits must be submitted with the request, which is subject to the approval of the Executive Director of Human Resources or his/her designee.

ARTICLE 5 DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees dues for the Cambridge Education Association, Massachusetts Teachers Association and the National Education Association, as said paraprofessionals individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Associations. Paraprofessional authorizations will be in writing. It is expressly understood that any deductions which a paraprofessional may authorize the Committee to make from his/her earnings will be deducted in equal installments from each paycheck received by said paraprofessional during the year.
- B. Each of the Associations named in Section A will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in equal monthly installments during the school year. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than four (4) weeks prior to the preparation for the payroll from which the deductions are to be made.
- D. Agency Service Fee: The Committee agrees to require (during the term of this Agreement) that all employees covered by this Agreement except those employees certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day of such employment or the thirtieth (30th) day after the effective date of this Agreement, whichever is later, pay to the Association an agency service fee. This provision is contingent upon compliance by the Association with all of the requirements, including ratification requirements, set forth in the Massachusetts General Laws. The Association further agrees as a condition of this provision to admit to

membership members of the bargaining unit who may apply for membership and to indemnify and save the School Committee harmless for any action it may take pursuant to this provision, including any claims made against it by any employee, or group of employees.

ARTICLE 6
WORK HOURS, WORK WEEK AND WORK YEAR

A. Work Day:

1. The normal work day for paraprofessionals who were employed prior to September 1, 1978 and who work six (6) hours per day, shall fall between the hours of 7:30 a.m. and 3 p.m. All other paraprofessionals who presently have a different work day shall keep his/her present work day or may work out a different work day with the Executive Director of Human Resources by mutual agreement. All hours shall be consecutive.
2. For paraprofessionals hired after September 1, 1978, the normal work day shall fall between 7 a.m. and 5 p.m. and may include a split shift.
3. All six-hour elementary paraprofessionals will begin their workday fifteen minutes prior to the starting time established for students and will end ten minutes after the time established for the dismissal of students. The workday for all high school paraprofessionals will be the length of the student day at the high school.

B. Work Week:

1. The normal work week is five days, Monday through Friday. The School Committee retains the right to establish a different work week and work day in response to an unusual situation including rescheduling of work due to school closings caused by weather conditions.
2. There will be a pool of thirty-five (35) hours per year for school curricular/staff development, scheduled tutoring services or parent conference services. This time will not be required during the following weeks: opening week, Christmas week, Thanksgiving week, and the closing week. This pool of thirty-five (35) hours will be scheduled by each principal/dean subject to the following rules:
 - (a) Each Principal/Head of Upper School/Dean will schedule the use of such time after consulting with the Faculty Advisory Committee in their school building or small learning community at CRLS.

- (b) Principals/Heads of Upper Schools/Deans will make reasonable efforts to give one (1) month advance notice of any scheduled meeting/event.
 - (c) Principals/Heads of Upper Schools/Deans will accommodate staff who are already enrolled in outside courses or seminars.
 - (d) Principals/Heads of Upper Schools/Deans will not schedule more than three (3) hours of such time in a week, and no session will be more than two (2) hours in length.
 - (e) Principals/Heads of Upper Schools/Deans will not schedule more than twelve (12) hours of such time in any given month.
 - (f) The hours will be contiguous with the school day.
 - (g) The scheduling of such time will be exclusive of early release days (i.e., up to two (2) such hours may be scheduled following the end of paraprofessional working hours on early release days).
- 3.
- (a) Principals/Heads of Upper Schools/Deans can require members of the bargaining unit who are affected by mergers, consolidations or program initiatives to be effective during the life of the contract to participate in up to thirty (30) hours of mandatory staff development and/or training, paid at the workshop participant rate, during the course of the school year during which the contract is in effect.
 - (b) Principals/Heads of Upper Schools/Deans can require all other members of the bargaining unit to participate in up to 15 hours of mandatory staff development and/or training, paid at the participant workshop rate, during the course of the school year.
 - (c) The training described above in sections a and b of Article 6-B-3 will be scheduled at any time during the period from the week before the start of the school year to within five business days of the last day of the school year and no later than June 30th, subject to the following rules:
 - i. Each Principal/Head of Upper School/Dean will schedule the use of such time after consulting with the Faculty Advisory Committee in the school building or small learning community at CRLS.

- ii. Principals/Heads of Upper Schools and Deans will make reasonable efforts to give one (1) month advance notice to all staff of any scheduled sessions.
- iii. Principals/Heads of Upper Schools and Deans will accommodate staff who are already enrolled in outside courses or seminars.
- iv. Such sessions will not be held on weekends.
- v. When such sessions are scheduled on school days, Principals/Heads of Upper Schools/Deans will not schedule more than three (3) hours of such time in a week, and no session will exceed two (2) hours in length.
- vi. When such sessions are scheduled on school days, Principals/Heads of Upper Schools/Deans will not schedule more than twelve (12) hours of such sessions in any given month.
- vii. When such sessions are scheduled on school days, the hours of such sessions will be contiguous with the school day.
- viii. The total number of hours that may be scheduled pursuant to Article 6-B-2 and Article 6-B-3 in any week when school is in session is five (5) hours.

C. Each paraprofessional shall receive a paid, duty-free lunch period of at least thirty (30) minutes duration. The length of the lunch period shall not be inconsistent with current practice.

D. Each paraprofessional shall receive a duty-free break of at least ten (10) minutes for each three (3) hour shift. The timing of said break shall be established at the discretion of the supervisor.

E. Work Year:

The work year for paraprofessionals shall contain the same number of days as for teachers. All members of the unit shall participate in two (2) full professional development days which shall occur on the Tuesday and Wednesday of the week preceding Labor Day, and shall report to work at their respective schools for a full day on the Thursday of the week preceding Labor Day for preparation for school opening.

F. Paraprofessionals shall work and participate in the Professional Development Days included in the regular work year for teachers, and they shall also fully participate in the release day programs provided for teachers during the school year.

G. Professional development for paraprofessionals may, at the discretion of the district, be either district-wide or school-based. As part of the district's planning for professional development for paraprofessionals for each upcoming school year, the Association is

encouraged to submit a list of suggested topics and/or resources for professional development for paraprofessionals by no later than April 1st of each preceding school year.

- H. Effective as of September 1, 2019, all newly hired paraprofessionals shall be required to participate in a new paraprofessional induction program of not more than eight (8) hours duration during the two weeks in August prior to the date on which Unit E members report to work, at the rate of \$20.00 per hour. This induction program will be developed by the School Department and the Association. Paraprofessionals who are hired after the annual induction program has occurred will be able to attend the induction program the following year at the rate of \$20.00 per hour. In August 2020, when the first induction program is held, all unit members will have the option to attend the induction program and be compensated at the rate of \$20.00 per hour.

ARTICLE 7 EVALUATION

- A. The work performance of each paraprofessional may, at the discretion of the employer, be evaluated annually.
- B. A copy of each evaluation report shall be furnished to the paraprofessional evaluated, who shall have the right to discuss the same with the maker of the report.
- C. No material originating after original hiring which is derogatory to a paraprofessional's conduct, service, character, or personality will be placed in his/her personnel file without his or her knowledge. The paraprofessional shall be given an opportunity to review such material upon request in writing to the Executive Director of Human Resources. The paraprofessional shall affix his/her signature to copies for filing; such signature in no way indicates agreement with the contents thereof. The paraprofessional shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- D. Paraprofessionals will have the right, upon written request and reasonable notice, to review the contents of his/her personnel file during normal business hours and to have a representative of the Association accompany him/her.
- E. During the first year of employment with the School Department, a member of this unit shall be considered a probationary employee and employment may be terminated at the discretion of the employer at any time during such period. Such first year shall be defined as being a minimum of 90 days on the active payroll. Thereafter, in the second and third years of employment, the employee may be disciplined or discharged during a school year for good cause. The second and third years of consecutive employment shall each be considered annual appointments, and employment may be terminated at the end of each year at the discretion of the employer. Such termination shall not be grievable. After three consecutive years of employment, the employee shall not be disciplined,

discharged, or terminated except for just cause, which shall include, but not be limited to economic reasons.

For purposes of this section, the standard of “good cause” shall only mean any grounds put forth by the Superintendent that are not arbitrary, irrational, unreasonable or in bad faith or irrelevant to the sound operation of the Cambridge Public Schools. No arbitrator may substitute a definition of the words “good cause” other than that stated herein.

- F. If a paraprofessional is evaluated by more than one supervisor, evaluations must be submitted separately.
- G. Evaluations will be completed on or before June 1st of each school year.

ARTICLE 8 REDUCTION IN FORCE

- A. For purposes of this Agreement, seniority shall be defined as a paraprofessional's continuous length of service as a paraprofessional in the Cambridge School Department. Paraprofessionals who work less than thirty (30) hours per week as a paraprofessional shall have their seniority pro-rated by employing a ratio of hours worked per week to thirty (30).
- B. In the event of layoff or reduction in force, the School Committee will release members of this unit within their job classification according to their qualifications as defined under federal law and ability to perform the duties and skills in his/her classification. When the foregoing are substantially equal, the School Committee shall apply the principle of seniority with the least senior paraprofessional in a job classification being the first to be laid off.

It is the intent of both parties of this Agreement that academic degrees are not to be considered in determining a person's qualifications, except where required by federal law, selecting new hires, and in the case of new personnel up to the first evaluation.

In applying the above layoff procedure, the qualifications of members of this unit shall be evaluated in terms of the following roles of paraprofessionals in the Cambridge School System:

1. The prime task of a paraprofessional lies in facilitating the work of the supervising teacher.
2. Paraprofessionals shall be responsible for supporting the teacher in all curriculum activities in the classroom.
3. The paraprofessional acts under the direction of the supervising teacher.

4. The paraprofessional's meeting of qualifications as defined under federal law and the paraprofessional's ability to work effectively with teachers, students and administrators will be considered.
5. Paraprofessionals will act under the direction of the Principal or designee in terms of the overall educational needs of the school.

For the purpose of this Article, the following job classification will be established:

1. Regular program Paraprofessionals
Library program Paraprofessionals
 2. Grant Paraprofessionals (each Grant is a separate classification)
 3. Bilingual Paraprofessionals
 4. Paraprofessionals to Instruction (Secondary)
 5. Occupational Education Instructional Paraprofessionals
 6. Special Needs Instructional Paraprofessionals
 7. Title I Paraprofessionals
 8. Any other classification
- C. When an employee on layoff has been employed by the Cambridge School Committee for three years or more, he/she shall have recall rights to that position or a similar position, for a period not to exceed twenty-four (24) months. Paraprofessionals shall be recalled in reverse order of layoff.
- D. Notwithstanding any of the provisions of the foregoing sections of this Article, any member of the bargaining unit who is released from a position in a Title I school because he or she has not met the requirements of the No Child Left Behind Act of 2001, including without limitation the requirements of education and status as "highly qualified," shall not have bumping rights to any positions in other schools and will not be treated as either a voluntary or involuntary transfer to another school and shall not be entitled to reassignment to another school.

ARTICLE 9 PROTECTION

- A. The School Committee shall provide indemnification for paraprofessionals to the extent required by M.G.L. Chapter 258.
- B. The Committee will reimburse the employee for damage to clothing or personal property directly caused by assault and arising out of and in the course of the employee's employment.

- C. Whenever a paraprofessional is absent from school as a result of an assault, battery or similar unlawful, intentional and deliberate act by another person or persons, or any accident sustained in the proper performance of his/her duties, he shall receive his/her full salary during the period he/she continues to be disabled up to a maximum of twenty-four (24) months, less the amount which he/she receives or is entitled to be indemnified under the Workers' Compensation Act. Such absence will not be charged against sick leave.

ARTICLE 10
INSURANCE

- A. The following medical insurance plans are offered:

1. HMO Insurance Offerings: Employees may participate in Blue Choice (a BC/BS HMO plan product), Harvard Pilgrim Health Plan, or other plans available to City employees. Effective April 1, 2013, the health insurance contribution rate for all employees hired on or after April 1, 2013 shall increase to 25%. Effective September 1, 2017, the health insurance contribution rate for all employees hired prior to April 1, 2013 shall be 15%.
2. Indemnity Medical Insurance Offering: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety-nine percent (99%) of the premium of that plan.
3. Starting September 1, 2016, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,600.00 (one thousand six hundred dollars) payable on a monthly basis at the rate of \$133.33 (one hundred thirty-three dollars and thirty-three cents) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. Effective September 1, 2017 eligible employees, who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,800.00 (one thousand eight hundred dollars) payable on a monthly basis at the rate of \$150.00 (one hundred fifty dollars) per month. This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own (e.g. spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting conditions limitations. Employees can elect coverage at open enrollment with limitations as to other coverage.

Within sixty (60) days of ratification of the collective bargaining agreement by both parties, the City and school department will offer a one-time thirty (30) day window for

enrollment in the health insurance waiver to those members of Unit E who are currently un-enrolled in either any health insurance or health waiver.

4. Employee health insurance premium contributions will be made on a pretax basis, in accordance with applicable law.
 5. Employees may obtain health coverage for domestic partners pursuant to applicable City ordinances.
 6. Effective January 1, 2005, the Committee shall offer members of the bargaining unit the opportunity to participate in a "Section 125 Flexible Spending Plan" with a cap of \$5,000 for dependent care and a cap of \$5,000 for medical care, such plan to be in accordance with applicable Internal Revenue Service regulations.
- B. The School Committee will include adequate health benefits/insurance funds in any grant proposal budget which includes employees within this unit. Entitlement of employees under a grant shall be entirely dependent upon sufficient funds being appropriated by the granting agency.
- C. Health and Welfare: The School Committee agrees to contribute up to thirteen dollars (\$13) per week per member to the Cambridge Public Employees Dental and Vision Fund for dental and vision benefits. Should the trustees of said fund inform the City and the Union that the fund requires additional payments, the cost of these payments above \$13.00 (thirteen dollars) per week per member shall be shared on a fifty percent (50%) basis between the City and the employee.

ARTICLE 11 SICK LEAVE

- A. Paraprofessionals will be entitled to fifteen (15) sick leave days each school year as of September 30th of said school year. Sick leave days may be accumulated from year to year without limitation. All new employees should be granted one and one-half (1^{1/2}) days sick leave for each month of service up to a maximum of fifteen (15) days in any year.

Effective as of September 1, 2019, paraprofessionals will be entitled to fifteen (15) sick leave days each school year as of September 1st of said school year.

- B. A record of accumulated sick leave shall be transmitted to paraprofessionals by December 1st.

- C. Any member of the unit who retires, or the estate of any member who dies, during the term of the contract shall be entitled to receive the amount listed below for each day of unused sick leave to which the employee is entitled.

<u>Effective Date</u>	<u>Number of Days</u>	<u>Amount</u>
September 1, 2000	1 - 50 Days	\$20 per day
	51 - 99 Days	\$30 per day
	100+ Days	50% of daily salary

For all members of Unit E hired before September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of Unit E hired on or after September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 400 (four hundred).

The Committee agrees to implement the use of a 403B plan in accordance with IRS regulations so that all members of the Unit would make a one-time transfer of sick leave buyback monies at the time of retirement to a 403B plan to reduce tax liability in accordance with IRS regulations.

D. Sick Leave Bank:

PURPOSE: The purpose of this section is to provide additional sick leave to those paraprofessionals who are ill whose sick leave has been exhausted.

1. On August 1st of each school year, the School Committee will deposit one hundred (100) days in the sick leave bank for the use of members during the upcoming school year. On July 31 of each year, the balance remaining in the sick leave bank will be reduced to zero.
2. There shall be a Sick Leave Bank Committee which will be composed of:
 - a. Three members of the Association;
 - b. Two members appointed from Central Administration of the School Department, one of which will be the Superintendent or his designee.
3. The Sick Leave Bank Committee will decide, by a majority vote, on granting an allotment of sick days from the sick leave bank using guidelines set forth below:
 - a. All members of the bargaining unit are eligible to apply for days from the bank.

- b. An official application form (the form of which must be approved by the Committee and the Superintendent) must be completed.
- c. The Superintendent has the right to require an independent medical examination or additional medical documentation by submitted to Human Resources.
- d. Applicant must have exhausted personal sick leave before he/she can be allotted sick days from the sick leave bank (as per deductible clause below).
- e. The following is the number of deductible days required per years of service. Deductible days are those days an applicant must be on unpaid leave because of sickness or injury before sick leave bank days can be effective.

<u>YEARS</u>	<u>DEDUCTIBLE</u>	<u>YEARS</u>	<u>DEDUCTIBLE</u>
1	10 days	6	5 days
2	9 days	7	4 days
3	8 days	8	3 days
4	7 days	9	2 days
5	6 days	10	1 day
		11 or more	0 days

- f. Applications can be denied by the Sick Leave Bank Committee if, in its opinion, any of the following apply:
 - 1) Previous abuse of personal sick leave;
 - 2) Insufficient medical evidence of need;
 - 3) Disability does not warrant absences from employment;
 - 4) The balance of days in the bank;
 - 5) Previous use of sick leave bank (applicable only when applicant shows repeated use of sick leave bank).
- g. A maximum of twenty (20) days per applicant may be distributed at one time. If additional days are needed, a reapplication is required, including medical evidence of continued need.
- h. A maximum of thirty (30) days may be allotted to any one person in any one year.
- i. If the condition exists wherein a limited number of days remain in the bank and applications exceed this number, the following factors will be considered by the Sick Leave Bank Committee in making a decision as to the allocation of the days:

- 1) Seriousness of illness;
- 2) Seniority;
- 3) Past use of sick leave bank;
- 4) Financial circumstances of the employee.

j. Decisions of the Sick Leave Bank Committee are final provided all of the above provisions are met.

4. When a member of the Association who has borrowed days from the sick leave bank retires or dies, his or her estate will be required to return to the Cambridge School Committee one-half of the days granted from the sick leave bank if she has a balance. These days will be deducted from accumulated personal sick leave.

E. Attendance Incentive Plan: The Attendance Incentive Plan shall be extended for three (3) years (September 1, 2018 to August 31, 2021). Extension of the plan beyond August 31, 2021 is subject to approval by both parties.

Each employee with one (1) or less (sick day) absence per semester shall be awarded the following bonus:

Amount
\$275.00

A semester shall be defined as: August 1 to January 31, and February 1 to June 30.

Unpaid days off and personal days chargeable as sick days are considered sick days for purposes of this provision.

The attendance incentive will only be paid to a member of the bargaining unit who is an active employee within the Cambridge Public Schools and not to a member of the bargaining unit who is on leave of absence from their employment.

F. Verified abuse of sick leave after a written warning by the Superintendent for using sick leave days for purposes other than provided herein may be, at the discretion of the Superintendent, grounds for revocation of up to ten (10) days of the employee's sick leave balance.

ARTICLE 12
TEMPORARY LEAVES OF ABSENCE

Paraprofessionals will be entitled to the following temporary leaves of absence without loss of pay or benefits each school year:

- A. Three (3) days personal leave of absence may be granted subject to the approval of the Superintendent, whose approval will not be unreasonably withheld. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies). The last day of said leave shall be deducted from sick leave allowed under Article 11. Subject to exceptions by the Superintendent, no personal leave shall be requested or granted for the day immediately preceding or immediately following a holiday or a vacation period. Personal leave shall be granted for the purpose of transacting or attending to personal affairs and situations over which the applicant has no control.
- B. Time necessary for appearance for any school-related legal proceedings which the paraprofessional is required to attend.
- C. Each member of the bargaining unit shall be granted leave of absence without loss of salary for five (5) consecutive work days when such absence is occasioned by death of a relative who resided in the home of the employee and when such absence is occasioned by the death of a parent, spouse, child, parent-in-law, sister or brother whose place of residence was other than in the home of the employee. Each member of the bargaining unit shall be granted leave of absence without loss of salary for three (3) consecutive work days when such absence is occasioned by death of a grandparent or grandchild. Leave of absence without loss of salary for not more than one (1) day shall be granted when such absence is occasioned by the death of a nephew, niece, aunt, uncle, son-in-law, daughter-in-law, sister-in-law, or brother-in-law whose place of residence was other than in the home of the employee.

ARTICLE 13
EXTENDED LEAVES OF ABSENCE

- A. Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), the Massachusetts Parental Leave Act (“MPLA”) or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”).
- B. A paraprofessional of either sex is entitled to a leave of absence without pay for the purpose of caring for a newly-born or adopted child, or for placement of a child with the unit member pursuant to a court order subject to the following conditions and limitations:
 - 1. Request for such leave shall be made at least thirty (30) days prior to the date on which said leave is to begin.
 - 2. Such leave, and any pregnancy disability leave that involves the same child, shall not in total impact upon more than two (2) consecutive years.
 - 3. Return from such leave shall be in September unless otherwise mutually agreed to by the paraprofessional and the Superintendent or designee. Failure

to give notice to the Executive Director of Human Resources by April 1 of the paraprofessional's intention to return the following September shall be construed to mean that the paraprofessional has resigned.

4. Unless otherwise mutually agreed to by the paraprofessional and the Superintendent or designee, a paraprofessional who has taken a leave pursuant to this section must actually work one full year before being eligible for another such leave.
 5. A paraprofessional may not engage in remunerative employment inconsistent with the purpose of this leave during the leave. "Inconsistent" shall be defined as more than half time employment or employment during the day, outside the home.
 6. In accordance with the provisions of MPLA and for leaves under the MPLA, if both the unit member and his/her spouse work for the school district, then they are only entitled to eight weeks of leave in the aggregate for the birth or adoption of the same child.
- C. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the paraprofessional's immediate family.
- D. After four (4) years continuous employment by the Cambridge School Committee, a one-year leave of absence may be granted without pay for educational reasons.
- E. A paraprofessional may be granted a leave of absence of up to one year for health reasons, which may be extended as appropriate. Requests for such leaves or extensions will be submitted in writing and supported by appropriate medical documentation. Accumulated sick leave, if any, may be applied during an approved medical leave of absence. Any paraprofessional whose personal illness extends beyond the period granted must apply for an extension of such leave to the Superintendent.
- F. All benefits to which a paraprofessional was entitled at the time his/her leave of absence commenced, including accumulated sick leave, will be restored to him upon his return. Seniority shall not accumulate while a paraprofessional is on an unpaid leave of absence. If the leave of absence was for health reasons and such leave was for a period of less than six (6) months, he/she will be assigned the same position which he/she held at the time such leave commenced, if still in existence and vacant; or, if not, to a substantially equivalent position. If such leave extends beyond the period to eight (8) months, the employee will be reinstated to his position or a substantially similar one if one is available; otherwise, the employee will be put on a list for the first available similar position for one calendar year. Any leave taken pursuant to this Article shall not extend beyond June 30th.
- G. All requests for extensions or renewals of leaves will be applied for in writing. A paraprofessional's request to his prior position upon return from such extension or renewal will be arranged on an individual basis.

- H. A paraprofessional on leave must inform the Superintendent in writing prior to April 1, if the paraprofessional intends to return to full-time work the following year.

ARTICLE 14
JURY DUTY OR WITNESS

The employee shall be entitled to leave without loss of pay for any period of time in which the employees are required to serve as a juror pursuant to the dictates of Massachusetts General Law Chapter 234, Section 1B and Massachusetts General Law, Chapter 234A, Section 37, as it is applicable to municipal employees and employers.

Employees shall further be entitled to leave without pay for any period of time in which the employee is required to appear as a witness in any court proceedings pursuant to a summons wherein the employee is not a party to same; however, if the proceeding arises out of litigation involving the Cambridge School Committee, the City of Cambridge, its agents, servants or employees, the employee shall be entitled to leave without loss of pay for any and all periods of time lost for appearance as a witness in any court proceeding.

ARTICLE 15
VACANCIES/TRANSFER/REASSIGNMENT

- A. Notice of all vacancies in the bargaining unit shall be posted by mailing to the President of the Association and by posting on the Cambridge Public Schools website at least ten (10) days prior to the due date of applications for such positions. Notices of Vacancies shall include the hours and location for the positions.
- B. Paraprofessionals who are assigned to the regular elementary school program who move from one elementary school to another elementary school will be considered under the transfer language of this contract. All other paraprofessionals covered under this contract who move from one program (see Article 15, Section G) to another program within the Cambridge School Department will be assigned under the transfer language of Article 15 of this contract.
- C. When a position is declared vacant by the Superintendent or designee as a result of death, retirement, promotion, resignation, newly-created positions or titles, transfer, or any other reason, the position must first be made available to members of the bargaining unit through a posting to all schools and departments. Qualified members of the bargaining unit will be given the opportunity of an interview. In the filling of vacancies, seniority shall prevail when qualifications are substantially equal.
- D. All job applicants shall be notified of decisions reached within two (2) weeks of the date of appointment to positions.

- E. From time to time, it may become necessary for the Superintendent or his designee to initiate a transfer. In such cases, a written notice stating the reason for the transfer shall be given to the paraprofessional prior to the time of the transfer. When involuntary transfers are necessary, a paraprofessional's performance and length of service in the Cambridge School Department will be considered in determining which paraprofessional is to be transferred. Any paraprofessional involuntarily transferred shall be given the opportunity to discuss the transfer with the Executive Director of Human Resources. At this time, he/she will be given an opportunity to examine a list of all vacancies for which he/she believes himself qualified. After examination, he/she may select vacant positions for which he/she wishes to be considered. The Executive Director of Human Resources will notify the responsible administrator of such interest and will request that the involuntary transferee be interviewed.

Said selection will not be denied by the Superintendent or his designee without, in his judgment, good reason. The President of the Association shall be notified by the Executive Director of Human Resources of any Paraprofessional who is involuntarily transferred.

In the case of all voluntary and involuntary transfers, all building administrators, directors and/or department heads shall have the opportunity to interview a potential transferee into their school building or department and to make such recommendations as they deem advisable for the good of the school or department.

- F. Paraprofessionals who are assigned to the regular elementary school program, who move from grade to grade within their assigned school, will be considered reassigned.

All other paraprofessionals covered under this contract who move from one school to another within the same program will be considered reassigned. The Superintendent or designees may reassign an employee without contravening the transfer provisions of this Agreement.

- G. For the purposes of this Article, the following will be considered as different programs:

1. Regular program Paraprofessionals
Library program Paraprofessionals
2. Grant Paraprofessionals (each Grant is a separate classification)
3. Bilingual Paraprofessionals
4. Paraprofessionals to Instruction (Secondary)
5. Occupational Education Instructional Paraprofessionals
6. Special Needs Instructional Paraprofessionals
7. Title I Paraprofessionals
8. Any other classification

- H. Applicable Federal Guidelines for Grant Projects and/or programs shall control with respect to transfer into any grant or project.

- I. Unless an emergency placement is deemed necessary by the Superintendent, a reassigned employee shall be given ten (10) days advance notice of such reassignment. A reassignment may be grievable but is not arbitral.

ARTICLE 16
LONGEVITY

- A. Each employee who is a member of the unit as of the date of ratification (January 14, 1992) of this Agreement and who completes the number of years of employment with the Cambridge School Department indicated below shall be granted a longevity lump sum payment in the amount set forth below for the number of years of completed service. Employees who are newly hired or who transfer into the unit after the date of ratification (January 14, 1992) of this Agreement shall not be eligible for longevity.

Ten (10) years	\$1050
Fifteen (15) years	\$1200
Twenty (20) years	\$1500
Twenty-five (25) years	\$1850

- B. The longevity payment shall be paid each year in a lump-sum payment in the first pay period in December following the employee's anniversary date.

ARTICLE 17
GENERAL

- A. The Association shall have the right to use the school building for meeting and/or the school athletic facilities without cost on their own time. The present policy on the use of the above facilities shall continue.
- B. A copy of the School Committee agenda will be sent to the President of the Association at least twenty-four (24) hours prior to the meeting.
- C. The School Committee will offer two courses for increment credit each year to members of the bargaining unit, provided that the number of participants in each course shall be determined solely by the employer. Although they shall receive credit, employees shall not be paid for the hours spent attending the course.
- D. Emergency Bystander Aid Stipend: It will be offered after regular school hours and/or release days.

After November 1, 1984, all new members of the bargaining unit will be required to take the course and maintain the certificate. It will be offered on a volunteer basis to members prior to November 1, 1984.

The stipend for the completion of the course shall be \$150.00 payable upon certification. The Commissioner of Health or his designee shall issue a certificate or endorsement annually to each aide upon successful completion of the course or refresher course. The cost of the Emergency Bystander aid course shall be paid by the School Committee.

Effective September 1, 2017, the previously distributed stipend was added to the base salary and a portion of that stipend is included in each paycheck.

- E. It is understood that the employees are hired on an annual basis and such employment is subject to budgetary considerations.
- F. School Committee/Management Rights: Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this contract, and it is agreed that no member of the Association shall contact the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent. The School Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the policies of the public schools for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Association by specific provisions of this Agreement.

Among such responsibilities as are vested exclusively in Management are the following: the right to hire, promote, transfer, assign, schedule and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees in accordance with the provisions in Article 7 Section E, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

- G. Past practice shall govern the use of temporary contracted services for peak loads and unforeseen emergencies. Any such subcontracting shall in no way contribute to an involuntary reduction in the work force.
- H. Employees shall be notified thirty (30) days after the City Council's action on the budget if they are not going to be rehired for the following school year.
- I. The School Committee will notify the President of the Association by personnel

notification of the names, addresses and work email addresses of new hires. In any event the President or his/her designee may inspect the appropriate personnel records to obtain the names, addresses and work email addresses of new hires.

- J. The Cambridge School Committee shall exert every reasonable effort to maintain a safe and healthy teaching and learning environment in each school.
- K. The Association and the Committee shall share equally in the cost of printing this agreement.
- L. One (1) paraprofessional from each school building will serve on the faculty advisory committee for the building. The faculty advisory committee will be elected on a representative level. These members will be elected from the unit.
- M. Paraprofessionals will be eligible for tuition reimbursement for job-related educational courses. The maximum amount of reimbursement will be \$1,000 (one thousand dollars) per individual per contract year. To be eligible for reimbursement, prior principal approval for the course to be taken shall be required, and a final course grade of at least "B-" shall be required unless the course is only offered Pass/Fail, in which case a "passing" grade will suffice. Effective September 1, 2012, the total tuition reimbursement amount shall not exceed fifteen thousand dollars (\$15,000.00) per year. Effective September 1, 2020, the total tuition reimbursement amount shall not exceed thirty thousand dollars (\$30,000.00).
- N. Paraprofessionals who are primarily assigned to a kindergarten, junior kindergarten or pre-school class or who are primarily assigned to a classroom that requires them to primarily and regularly deal with custodial care procedures (such as diapering and/or toileting) for students on a regular basis will receive a stipend of one hundred twenty-five dollars (\$125.00) per year. Effective September 1, 2020 paraprofessionals who are primarily assigned to a kindergarten, junior kindergarten or pre-school class or who are primarily assigned to a classroom that requires them to primarily and regularly deal with custodial care procedures (such as diapering and/or toileting) for students on a regular basis will receive a stipend of one hundred fifty dollars (\$150.00). All paraprofessionals may be required to attend training on such procedures in order to respond to an emergency situation and all paraprofessionals will be expected to respond to an emergency situation.
- O. Substance and Alcohol Testing
 - a. Controlled Substance Testing. Upon reasonable cause, the Cambridge School Committee will require an employee to be tested for the use of controlled substances. Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) addresses an employee, a union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the employee may select another CEA member to accompany him/her. Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter and offered an opportunity for rehabilitation as set forth below. However, if there is a second occasion where reasonable cause testing results in a positive urine test, then the employee will be subject to discharge.

If an employee is offered an opportunity for rehabilitation, the employee must meet with the Medical Review Officer or his/her designee to review the test results. If the Medical Review Officer determines a specimen is positive, the employee will have five (5) calendar days to evaluate his/her situation with an approved Employee Assistance Program counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post-rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

- b. Alcohol Testing. Upon reasonable cause, the Cambridge School Committee will require an employee to be tested for the use of alcohol. Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor addresses an employee, a building union representative should be made available. If no union representative is present, a CEA officer will be contacted and the employee may select another CEA member to accompany him/her.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Union in a timely manner.

An employee who is tested for reasonable cause and whose alcohol level is 0.020 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed another disciplinary offense, the results of the test may be used in support of the Employer's disciplinary action.

A second positive test of 0.020 or above is a dischargeable offense. A positive test of 0.070 or above is a dischargeable offense. A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

If, after a positive test result, an employee is removed from service, he/she will have five (5) calendar days to evaluate his/her situation with an approved SAP and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the SAP, working in conjunction with the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate aftercare protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

These provisions will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the Employee Assistance Program, a union sponsored program as well as any other referral service in choosing an approved program of treatment.

- c. If during the term of this collective bargaining agreement, the Medical Review Officer that is used by the City and CPS begins to utilize saliva or other

scientifically valid tests for the presence of marijuana, the School Committee agrees to discuss with the CEA the use of such alternate testing procedures.

P. Hubway Membership:

Effective three months after the ratification, the City shall offer Hubway memberships to unit members on the same terms as non-union employees.

Q. T-Pass Reimbursement

The School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of 65% of the cost of a "T" pass, up to a maximum of \$40 per month. Effective January 1, 2013 the maximum reimbursement amount will increase to \$60.00 per month. Paraprofessionals who purchase T-passes through payroll deduction process and who are receiving paychecks during the summer months shall be eligible for T-pass reimbursement during these months.

R. Effective September 1, 2019, there shall be a \$200.00 (two hundred dollar) professional educator stipend for the purpose of affording unit members with the opportunity for independent professional growth. Effective September 1, 2020, there shall be a \$300.00 (three hundred dollar) professional educator stipend for the purpose of affording unit members with the opportunity for independent professional growth.

ARTICLE 18
DURATION

A. Effective Date: Upon signing by authorized representatives of the Association and the employer, this Agreement will become effective as of September 1, 2018 for a period of three (3) years and ending August 31, 2021.

B. Changes: Should either party to this Agreement wish to initiate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signature to the Agreement on or before sixty (60) days before the end of the term (the anniversary date as set forth in paragraph 1) of this Agreement, and the other party will have a reasonable period of time in which to make proposals of their own.

The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodations for the desired changes. Nothing in this Article shall preclude the Association or the School Committee from modifying any previous proposal during the course of negotiations.

- C. Renewal: Should neither party to this Agreement send a notice within sixty (60) days of the Anniversary Date as set forth in paragraph 2, this Agreement shall be considered to have been automatically renewed for another calendar year.

APPENDIX
SALARY SCHEDULES

Salary Schedules A, B, and C shall apply to all paraprofessionals who work at least a six (6) hour day.

Any paraprofessional who works a seven (7) hour day his/her salary shall be one and one-sixth (1 1/6) times the corresponding salary of the six (6) hour schedule.

Any paraprofessional who works an eight (8) hour day his/her salary shall be one and one-third (1 1/3) times the corresponding salary of the six (6) hour schedule.

Effective September 1, 2016, the hourly before school and after school stipend rate and the hourly participant workshop rate will be \$22.00 per hour.

Effective July 1, 2016, the hourly summer school stipend rate will be \$25.00 per hour.

Special Education Stipend: Paraprofessionals assigned to self-contained special education classes shall be paid an additional stipend of \$600. Such stipend shall be determined annually and shall be added to the base annual salary.

Eleven Month Paraprofessionals. Paraprofessionals who are employed in eleven month paraprofessional positions are paid an additional 12.57 percent of the annual ten-month salary of the Unit E member. If the unit member also receives an expanded day stipend, the amount of the expanded day stipend is not included in this 12.57 percent calculation for the eleventh month.

Six Hour Paraprofessional

NOTE: The following salary schedule is effective September 1, 2018 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	
1	21,482.63	23,442.57	25,997.69	27,098.70	28,022.47	28,946.23	29,849.82	30,980.05	
2	21,878.94	24,209.24	26,901.27	28,002.30	29,044.23	30,045.82	31,028.66	32,158.88	
3	22,276.69	24,818.84	27,471.95	28,571.54	29,594.74	30,478.15	31,383.18	32,513.41	
4	22,912.23	25,565.34	28,336.63	29,476.56	30,380.15	31,265.01	32,148.42	33,278.65	
5	23,462.74	26,154.77	28,905.88	30,027.08	30,910.48	31,834.25	32,739.27	33,869.50	
6	23,835.99	26,548.20	29,260.40	30,359.98	31,265.01	32,227.68	33,210.53	34,340.76	
7	24,189.08	26,921.45	29,653.83	30,734.67	31,677.17	32,621.11	33,563.61	34,693.83	
8	24,602.67	27,333.61	30,065.98	31,087.75	32,070.59	32,994.36	33,897.94	35,028.17	
9	24,955.75	27,706.86	30,419.07	31,499.91	32,482.76	33,367.61	34,252.47	35,382.69	
10	26,300.32	28,953.43	31,685.82	32,805.57	33,709.16	34,653.10	35,576.86	36,707.08	

NOTE: The following salary schedule is effective September 1, 2019 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	22,019.70	24,028.64	26,647.63	27,776.17	28,723.04	29,669.89	30,596.07	31,754.55	32,754.55
2	22,425.92	24,814.47	27,573.80	28,702.35	29,770.33	30,796.96	31,804.38	32,962.85	33,962.85
3	22,833.61	25,439.31	28,158.75	29,285.83	30,334.61	31,240.10	32,167.76	33,326.24	34,326.24
4	23,485.04	26,204.48	29,045.05	30,213.48	31,139.66	32,046.63	32,952.13	34,110.61	35,110.61
5	24,049.31	26,808.64	29,628.52	30,777.76	31,683.25	32,630.11	33,557.76	34,716.24	35,716.24
6	24,431.89	27,211.90	29,991.91	31,118.98	32,046.63	33,033.37	34,040.80	35,199.28	36,199.28
7	24,793.80	27,594.48	30,395.18	31,503.03	32,469.10	33,436.64	34,402.70	35,561.18	36,561.18
8	25,217.74	28,016.95	30,817.63	31,864.95	32,872.36	33,819.22	34,745.39	35,903.87	36,903.87
9	25,579.65	28,399.54	31,179.55	32,287.40	33,294.83	34,201.80	35,108.78	36,267.26	37,267.26
10	26,957.83	29,677.27	32,477.96	33,625.71	34,551.89	35,519.43	36,466.28	37,624.76	38,624.76

NOTE: The following salary schedule is effective September 1, 2020 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	22,570.19	24,629.35	27,313.82	28,470.58	29,441.11	30,411.64	31,360.97	32,548.41	33,573.41
2	22,986.56	25,434.83	28,263.15	29,419.91	30,514.59	31,566.89	32,599.48	33,786.93	34,811.93
3	23,404.45	26,075.30	28,862.72	30,017.97	31,092.97	32,021.11	32,971.96	34,159.40	35,184.40
4	24,072.16	26,859.59	29,771.17	30,968.81	31,918.15	32,847.80	33,775.94	34,963.38	35,988.38
5	24,650.54	27,478.85	30,369.24	31,547.20	32,475.33	33,445.86	34,396.70	35,584.14	36,609.14
6	25,042.69	27,892.20	30,741.71	31,896.95	32,847.80	33,859.21	34,891.82	36,079.26	37,104.26
7	25,413.65	28,284.35	31,155.06	32,290.61	33,280.83	34,272.55	35,262.76	36,450.21	37,475.21
8	25,848.18	28,717.38	31,588.08	32,661.57	33,694.17	34,664.70	35,614.03	36,801.47	37,826.47
9	26,219.14	29,109.52	31,959.03	33,094.59	34,127.20	35,056.85	35,986.50	37,173.94	38,198.94
10	27,631.78	30,419.20	33,289.91	34,466.35	35,415.69	36,407.41	37,377.94	38,565.38	39,590.38

Seven Hour Paraprofessional

NOTE: The following salary schedule is effective September 1, 2018 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC
1	24,924.04	27,211.12	30,192.80	31,476.85	32,553.38	33,631.33	34,686.24	35,816.46
2	25,388.09	28,106.05	31,247.71	32,530.32	33,746.63	34,915.38	36,062.52	37,192.75
3	25,852.13	28,816.53	31,912.07	33,196.12	34,387.93	35,419.78	36,474.69	37,604.91
4	26,592.87	29,688.41	32,920.86	34,251.03	35,305.92	36,337.78	37,369.63	38,499.85
5	27,234.18	30,375.83	33,585.23	34,892.33	35,924.17	37,002.14	38,057.03	39,187.26
6	27,670.83	30,834.11	33,998.82	35,282.87	36,337.78	37,460.41	38,607.55	39,737.78
7	28,083.00	31,269.33	34,457.10	35,718.09	36,819.11	37,918.69	39,019.71	40,149.93
8	28,564.34	31,752.10	34,938.44	36,130.26	37,277.39	38,355.36	39,410.26	40,540.48
9	28,976.49	32,187.33	35,350.60	36,611.59	37,758.72	38,790.57	39,822.42	40,952.65
10	30,545.89	33,641.43	36,827.76	38,134.86	39,189.76	40,290.79	41,367.30	42,497.53

NOTE: The following salary schedule is effective September 1, 2019 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	25,547.14	27,891.39	30,947.62	32,263.77	33,367.21	34,472.12	35,553.40	36,711.88	37,711.88
2	26,022.79	28,808.71	32,028.90	33,343.57	34,590.29	35,788.26	36,964.08	38,122.56	39,122.56
3	26,498.44	29,536.95	32,709.87	34,026.02	35,247.63	36,305.27	37,386.55	38,545.03	39,545.03
4	27,257.69	30,430.62	33,743.89	35,107.30	36,188.57	37,246.22	38,303.87	39,462.35	40,462.35
5	27,915.03	31,135.23	34,424.86	35,764.64	36,822.27	37,927.19	39,008.46	40,166.94	41,166.94
6	28,362.60	31,604.96	34,848.79	36,164.94	37,246.22	38,396.92	39,572.74	40,731.22	41,731.22
7	28,785.07	32,051.06	35,318.53	36,611.04	37,739.58	38,866.66	39,995.20	41,153.68	42,153.68
8	29,278.45	32,545.90	35,811.90	37,033.51	38,209.32	39,314.24	40,395.51	41,553.99	42,553.99
9	29,700.91	32,992.01	36,234.37	37,526.88	38,702.69	39,760.34	40,817.98	41,976.46	42,976.46
10	31,309.53	34,482.46	37,748.45	39,088.24	40,169.51	41,298.06	42,401.49	43,559.97	44,559.97

NOTE: The following salary schedule is effective September 1, 2020 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	26,185.82	28,588.68	31,721.31	33,070.36	34,201.39	35,333.92	36,442.23	37,629.67	38,654.67
2	26,673.36	29,528.92	32,829.63	34,177.16	35,455.05	36,682.97	37,888.19	39,075.63	40,100.63
3	27,160.90	30,275.37	33,527.62	34,876.67	36,128.82	37,212.90	38,321.22	39,508.66	40,533.66
4	27,939.14	31,191.39	34,587.48	35,984.99	37,093.29	38,177.37	39,261.46	40,448.90	41,473.90
5	28,612.91	31,913.61	35,285.48	36,658.75	37,742.83	38,875.37	39,983.67	41,171.11	42,196.11
6	29,071.67	32,395.08	35,720.01	37,069.06	38,177.37	39,356.84	40,562.06	41,749.50	42,774.50
7	29,504.70	32,852.34	36,201.50	37,526.32	38,683.07	39,838.33	40,995.08	42,182.52	43,207.52
8	30,010.41	33,359.55	36,707.19	37,959.35	39,164.56	40,297.10	41,405.40	42,592.84	43,617.84
9	30,443.43	33,816.81	37,140.23	38,465.05	39,670.26	40,754.34	41,838.43	43,025.87	44,050.87
10	32,092.27	35,344.52	38,692.17	40,065.44	41,173.74	42,330.51	43,461.52	44,648.97	45,673.97

Eight Hour Paraprofessional

NOTE: The following salary schedule is effective September 1, 2018 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	
1	28,366.90	30,981.10	34,386.49	35,854.99	37,085.72	38,317.88	39,522.67	40,652.89	
2	28,895.79	32,002.87	35,592.71	37,059.78	38,449.02	39,784.95	41,094.93	42,225.16	
3	29,426.12	32,814.21	36,352.19	37,819.25	39,182.56	40,361.41	41,566.18	42,696.40	
4	30,273.51	33,810.04	37,505.09	39,025.48	40,230.26	41,409.10	42,589.39	43,719.61	
5	31,007.04	34,596.89	38,264.56	39,759.01	40,937.85	42,170.02	43,374.80	44,505.03	
6	31,504.23	35,120.03	38,737.25	40,204.32	41,409.10	42,693.15	44,003.13	45,133.36	
7	31,975.49	35,618.65	39,260.38	40,701.50	41,959.61	43,217.71	44,475.82	45,606.04	
8	32,525.99	36,169.16	39,810.89	41,174.19	42,484.19	43,714.90	44,921.13	46,051.35	
9	32,998.68	36,666.35	40,282.13	41,724.71	43,034.70	44,213.53	45,392.38	46,522.60	
10	34,790.00	38,327.97	41,971.14	43,464.15	44,668.93	45,927.04	47,159.19	48,289.42	

NOTE: The following salary schedule is effective September 1, 2019 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	29,076.08	31,755.63	35,246.15	36,751.37	38,012.86	39,275.83	40,510.74	41,669.21	42,669.21
2	29,618.19	32,802.94	36,482.53	37,986.27	39,410.25	40,779.57	42,122.31	43,280.78	44,280.78
3	30,161.78	33,634.57	37,261.00	38,764.74	40,162.12	41,370.44	42,605.33	43,763.81	44,763.81
4	31,030.35	34,655.29	38,442.71	40,001.12	41,236.01	42,444.33	43,654.12	44,812.60	45,812.60
5	31,782.22	35,461.81	39,221.18	40,752.98	41,961.30	43,224.27	44,459.17	45,617.65	46,617.65
6	32,291.83	35,998.03	39,705.68	41,209.42	42,444.33	43,760.47	45,103.21	46,261.69	47,261.69
7	32,774.87	36,509.12	40,241.89	41,719.04	43,008.60	44,298.16	45,587.72	46,746.19	47,746.19
8	33,339.14	37,073.39	40,806.16	42,203.55	43,546.29	44,807.77	46,044.16	47,202.64	48,202.64
9	33,823.65	37,583.01	41,289.19	42,767.83	44,110.56	45,318.87	46,527.19	47,685.66	48,685.66
10	35,659.75	39,286.17	43,020.42	44,550.75	45,785.66	47,075.21	48,338.17	49,496.65	50,496.65

NOTE: The following salary schedule is effective September 1, 2020 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	29,802.98	32,549.52	36,127.30	37,670.15	38,963.18	40,257.73	41,523.50	42,710.95	43,735.95
2	30,358.64	33,623.01	37,394.59	38,935.93	40,395.50	41,799.06	43,175.36	44,362.80	45,387.80
3	30,915.82	34,475.43	38,192.52	39,733.85	41,166.18	42,404.70	43,670.47	44,857.91	45,882.91
4	31,806.11	35,521.67	39,403.78	41,001.15	42,266.91	43,505.44	44,745.48	45,932.92	46,957.92
5	32,576.77	36,348.35	40,201.71	41,771.81	43,010.33	44,304.88	45,570.65	46,758.10	47,783.10
6	33,099.13	36,897.98	40,698.32	42,239.66	43,505.44	44,854.49	46,230.79	47,418.23	48,443.23
7	33,594.25	37,421.85	41,247.94	42,762.02	44,083.81	45,405.61	46,727.41	47,914.85	48,939.85
8	34,172.62	38,000.22	41,826.31	43,258.64	44,634.95	45,927.97	47,195.26	48,382.70	49,407.70
9	34,669.24	38,522.58	42,321.42	43,837.02	45,213.33	46,451.84	47,690.37	48,877.81	49,902.81
10	36,551.24	40,268.32	44,095.93	45,664.52	46,930.30	48,252.09	49,546.63	50,734.07	51,759.07

Six and a Half Hour Paraprofessional

NOTE: The following salary schedule is effective September 1, 2018 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	
1	23,203.34	25,327.55	28,094.53	29,287.77	30,287.92	31,288.06	32,268.03	33,398.25	
2	23,634.25	26,157.66	29,074.50	30,266.31	31,394.71	32,481.32	33,544.87	34,675.09	
3	24,063.70	26,817.68	29,691.29	30,884.56	31,991.34	32,949.68	33,928.20	35,058.43	
4	24,752.56	27,626.15	30,628.04	31,863.07	32,843.04	33,801.40	34,758.29	35,888.51	
5	25,349.18	28,264.57	31,246.28	32,459.70	33,418.04	34,418.19	35,398.16	36,528.38	
6	25,752.68	28,691.16	31,629.62	32,821.43	33,801.40	34,844.76	35,908.32	37,038.55	
7	26,136.03	29,096.11	32,054.74	33,226.38	34,248.15	35,269.89	36,291.66	37,421.88	
8	26,582.79	29,542.86	32,501.48	33,609.72	34,673.27	35,674.87	36,653.38	37,783.61	
9	26,966.11	29,947.81	32,884.84	34,056.47	35,121.47	36,078.37	37,036.72	38,166.94	
10	28,423.10	31,296.72	34,256.79	35,470.22	36,450.19	37,471.93	38,472.08	39,602.31	

NOTE: The following salary schedule is effective September 1, 2019 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	23,783.43	25,960.74	28,796.89	30,019.96	31,045.12	32,070.26	33,074.73	34,233.21	35,233.21
2	24,225.10	26,811.60	29,801.36	31,022.97	32,179.57	33,293.35	34,383.49	35,541.97	36,541.97
3	24,665.29	27,488.12	30,433.58	31,656.67	32,791.13	33,773.43	34,776.41	35,934.89	36,934.89
4	25,371.37	28,316.81	31,393.74	32,659.65	33,664.12	34,646.43	35,627.24	36,785.72	37,785.72
5	25,982.91	28,971.19	32,027.44	33,271.19	34,253.49	35,278.64	36,283.11	37,441.59	38,441.59
6	26,396.50	29,408.43	32,420.36	33,641.96	34,646.43	35,715.88	36,806.03	37,964.51	38,964.51
7	26,789.43	29,823.51	32,856.10	34,057.04	35,104.35	36,151.64	37,198.95	38,357.43	39,357.43
8	27,247.36	30,281.43	33,314.02	34,449.97	35,540.10	36,566.74	37,569.72	38,728.20	39,728.20
9	27,640.27	30,696.51	33,706.96	34,907.89	35,999.50	36,980.33	37,962.64	39,121.12	40,121.12
10	29,133.68	32,079.14	35,113.21	36,356.97	37,361.44	38,408.73	39,433.88	40,592.36	41,592.36

NOTE: The following salary schedule is effective September 1, 2020 and reflects a 2.50% Increase

Step	High School	15	30	45	60	75	90	BAC	MAS
1	24,378.01	26,609.76	29,516.82	30,770.46	31,821.24	32,872.01	33,901.60	35,089.04	36,114.04
2	24,830.73	27,481.89	30,546.40	31,798.54	32,984.06	34,125.68	35,243.08	36,430.52	37,455.52
3	25,281.92	28,175.32	31,194.42	32,448.09	33,610.91	34,617.76	35,645.82	36,833.26	37,858.26
4	26,005.66	29,024.73	32,178.58	33,476.14	34,505.72	35,512.59	36,517.93	37,705.37	38,730.37
5	26,632.49	29,695.47	32,828.13	34,102.97	35,109.83	36,160.61	37,190.19	38,377.63	39,402.63
6	27,056.41	30,143.65	33,230.87	34,483.01	35,512.59	36,608.78	37,726.18	38,913.62	39,938.62
7	27,459.17	30,569.10	33,677.51	34,908.46	35,981.96	37,055.43	38,128.92	39,316.36	40,341.36
8	27,928.54	31,038.46	34,146.87	35,311.22	36,428.60	37,480.91	38,508.96	39,696.40	40,721.40
9	28,331.27	31,463.92	34,549.64	35,780.58	36,899.49	37,904.83	38,911.70	40,099.14	41,124.14
10	29,862.02	32,881.12	35,991.04	37,265.90	38,295.48	39,368.95	40,419.73	41,607.17	42,632.17

APPENDIX A
EVALUATION FORM



Cambridge Public Schools

Paraprofessional Evaluation Form

Name: _____ School: _____ Grade: _____ Date: _____

Rating Key: AA = Above Average A = Average BA = Below Average NA = Not Applicable

I. Commitment to Total Program

AA A BA NA

- a. Displays interest and enthusiasm
b. Displays evidence of professional growth and development as required for position.
c. Willing to put in essential time and effort.
d. Is punctual.
e. Attends regularly.
f. Willingly accepts and carries our assignments.
g. Performs routine tasks efficiently.
h. Maintains physical order of the classroom.
i. Learning to keep records.

Comments:

II. Responsiveness to Pupil's Program

AA A BA NA

- a. Interacts positively with students.
b. Aware of child development issues.
c. Displays concern for students health and safety.
d. Accepts individual differences in students.
e. Displays resourcefulness in helping to provide an enriching experience for students.
f. Encourages students to communicate in many ways.

Comments:

III. Interpersonal Relationships	AA	A	BA	NA
a. Aware of classroom routines.	___	___	___	___
b. Competent in the reinforcement of skills.	___	___	___	___
c. Able to work with small instruction groups.	___	___	___	___
d. Can present lessons.	___	___	___	___
e. Completes work in scheduled time.	___	___	___	___
f. Demonstrates initiative and resourcefulness.	___	___	___	___

Comments:

IV. Parent Interaction	AA	A	BA	NA
a. Receptive to parent participation.	___	___	___	___
b. Participates in parent conferences and home visits.	___	___	___	___
c. Able to explain classroom procedures.	___	___	___	___
e. Has a positive attitude toward school and staff.	___	___	___	___

Comments:

V. Staff Relationships	AA	A	BA	NA
a. Accepts guidance and suggestions.	___	___	___	___
b. Cooperative team member.	___	___	___	___
c. Volunteers for projects outside the scope of position:	___	___	___	___

Comments:

Employee Signature

Date

Evaluator Signature

Date

The employee's signature indicates that he/she and the evaluator have discussed the evaluation and does not necessarily indicate agreement with the evaluation.

Rev. 12/04

APPENDIX B
INDEPENDENT MEDICAL EXAMINATION AGREEMENT

Agreement
between
the Cambridge School Committee
and
the Cambridge Teachers Association

This Agreement is entered into between the Cambridge Teachers Association and the Cambridge School Committee as of the September of 29 2005.

WHEREAS, concerns have arisen regarding the fitness of employees to return to work after having been incapacitated due to illness or injury;

WHEREAS, the Cambridge Teachers Association Units A through E and the Cambridge School Committee have met in an effort to resolve these concerns;

NOW THEREFORE, in consideration of mutual promises and covenants, the receipt and sufficiency of which are hereby acknowledged, the Association and the Committee hereby agree as follows:

1. In accordance with past practice, the Cambridge School Department ("Department") reserves the right to require appropriate documentation after an employee who is a member of Units A, B, C or E of the Cambridge Teachers Association has been absent for ten (10) consecutive days or if a pattern of attendance or a pattern of sporadic absences of concern to the Department is evident. Additionally, in accordance with past practice, the Cambridge School Committee reserves the right to require periodic reports from the employee's treating medical provider on the issue of continued illness or injury and/or fitness to return to work.
2. In accordance with the provisions of Article 9 of the collective bargaining agreement between the Cambridge Teachers Association Unit D and the Cambridge School Committee and past practice, the Department reserves the right for the Superintendent to request a health exam if a substitute is out three (3) or more days or if a pattern of attendance or a pattern of sporadic absences of concern to the Department is evident. Additionally, in accordance with past practice, the Department reserves the right to require periodic reports from the employee's treating medical provider on the issue of continued illness or injury and/or fitness to return to work.
3. If a member of the Cambridge Teachers Association Units A through E is absent for thirty (30) or more consecutive days or if a pattern of attendance or pattern of sporadic absences of concern to the Department is evident, the Superintendent has the right to require an examination of the member by the City's chief medical officer or his representative. A member's medical provider shall be afforded full opportunity to consult with the City's chief medical officer or his representative prior to any

determination by such chief medical officer or his representative as to the status of the member's illness or injury and/or the member's fitness to return to work, including any recommended reasonable accommodations that will facilitate the member's return to work. If the member's medical provider and the City's chief medical officer or his representative disagree as to the status of the member's illness or injury and/or the member's fitness to return to work, including the necessity of any reasonable accommodations that will facilitate the member's return to work, the Department will coordinate the selection of a third medical provider who is acceptable to both the City's chief medical officer or his representative and the member's medical provider. The third medical provider, at the expense of the Department, shall examine the member and render a written advisory medical opinion as to the employee's fitness to return to work, including the necessity of any reasonable accommodations that will facilitate the member's return to work. The third medical provider's opinion on the foregoing subjects will prevail, although nothing herein shall require the Department to implement accommodations which it determines to be too burdensome. Copies of such advisory medical opinion shall be transmitted by the examining medical provider to the Executive Director of the Cambridge Public Schools Office of Human Resources, the City's chief medical officer or his representative, the member and the member's medical provider.

If the parties are in agreement regarding the City's chief medical officer's recommendation that that member is not fit to return to work, or, if the third medical provider determines that the member is not fit to return to work, then the member shall be continued on paid or unpaid leave, as appropriate.

If the parties are in agreement regarding the member's fitness to return to work, or if the third medical provider determines that the member is fit to return to work, the member shall no longer be continued on leave and shall therefore be obligated to return to work, so long as the Department implements the accommodations, if any, recommended by the third medical provider unless the Department has determined that the implementation of such accommodations would be too burdensome; otherwise the member will be subject to appropriate discipline.

The opinion of the third medical provider shall be final and binding on the parties and shall not be subject to the grievance/arbitration provisions of the applicable collective bargaining agreements between the Cambridge School Committee and Units A through E of the Cambridge Teachers Association.

Nothing in this Agreement shall impair the Department's inherent right to discipline or manage employees in the bargaining units covered herein,

including the right to impose discipline with respect to attendance issues,
subject to the terms of this Agreement.

WHEREFORE, the Association and the Committee have caused this Agreement
to be executed by their duly authorized representative as of the date set forth above.

CAMBRIDGE SCHOOL COMMITTEE

CAMBRIDGE TEACHERS ASSOCIATION

Thomas Fowler-Rice

Paul Jones

FOR THE CAMBRIDGE SCHOOL COMMITTEE

Dosha E. Beard

Dosha Beard
Executive Secretary to the School Committee

Kenneth Saljm, Ed.D.
Superintendent of Schools

Claire Spinner
Claire Spinner
Chief Financial Officer

Voted by School Committee on 9-25-18

Order Number: C18-333

FOR THE CAMBRIDGE EDUCATION ASSOCIATION

Dan Monahan

Dan Monahan
President, Committee Co-Chair

Robert Travers
Robert Travers, Treasurer, Committee Co-Chair

Indira M. Costa
Negotiating Committee

[Signature]
Negotiating Committee

[Signature]
Negotiating Committee

[Signature]
Negotiating Committee

Kelly M. Savause
Negotiating Committee