

AGREEMENT  
BETWEEN  
THE  
CAMBRIDGE SCHOOL COMMITTEE  
AND  
THE  
CAMBRIDGE EDUCATION  
ASSOCIATION  
UNITS A AND B

Effective: September 1, 2020 through August 31, 2021

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## PREAMBLE

The parties to this agreement, the Cambridge Public Schools (“CPS”) and the Cambridge Education Association (“Association”), firmly believe that a quality education is a fundamental right of every child, that all children can learn and that the CPS and the Association have the joint responsibility to preserve and foster the right of all students to succeed. We enthusiastically share a commitment and a responsibility to provide an excellent academic, social and emotional education of the whole child for all students in the Cambridge Public Schools. We also agree that recruiting and hiring a diverse faculty is a shared goal.

We share a responsibility and a commitment to foster an organizational culture of respect and accountability at all levels of the CPS. We therefore commit ourselves to an ongoing value driven review of the contractual structures and committees that currently exist to ensure that they are serving the interest of the partners at both the district and school levels to educate all students to their highest capacities.

This agreement is a compact that defines how we work together in the best interests of students. It is part of a process in which the partners work together in a meaningful way and within a time frame that provides real opportunity to shape results for students. The purpose of this collaboration is to resolve problems, address common issues and identify opportunities for improvement.

## ARTICLE 1 RECOGNITION CLAUSE

The COMMITTEE recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative of the two units consisting of all regularly appointed professional teaching employees of the Cambridge School System, including:

Unit A. Teachers and Athletic Trainers; Nurse Educators, Registered Physical Therapists, Occupational Therapists, and Part-Time Learning Disability Teachers.

Unit B. Ratio Salary Schedule Personnel

Unless otherwise indicated, the employees in the above units will be referred to as teachers and ratio schedule personnel.

This contract will exclude substitute teachers and all other employees of the Cambridge School Department, except where specifically provided for in other articles of this Contract.

## ARTICLE 2 BARGAINING PROCEDURE

- A-1. Not later than October 1 of the contract year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in good faith effort to reach agreement concerning teachers' wages, hours and other conditions of their employment. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Committee and the Association.
- A-2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. The Committee will make available to the Association for inspection all pertinent public records of the school system. Either party may, if it so desires, utilize the services of an outside consultant and may call upon professional and lay representatives to assist in the negotiations.
- A-3. If the negotiations described in this Section A have reached an impasse, the procedure described in Chapter 150E of the General Laws will be followed.
- B. The Association and the Committee agree that each has a right to bargain for any provision that it wished in the preparation of this contract. Each expressly waives the right to reopen the contract for any changes unless mutually agreed upon by the Association and the Committee.
- C. **TERM OF CONTRACT:** This agreement shall be effective as of September 1, 2020 and remain in effect until August 31, 2021. It is agreed that upon receipt prior to October 1, 2020, of written notice from the Association of its desire to amend this contract, negotiations for a new contract will begin in October 2020, and that the sections thereof will concern the period September 1, 2021, onward. Otherwise, the Contract will remain in full force and effect from year to year.
- D. The COVID-19 pandemic has had a substantial adverse impact on the educational mission and operation of the Cambridge Public Schools in the 2019-2020 school year, including the closure of schools and loss of instructional time. The pandemic will continue to impact the school district in the 2020-2021 school year but the specific nature and degree of the impact is uncertain. In response to the severe, unprecedented, and ongoing impact of the pandemic, the school district may seek to make changes to the 2020-2021 school year, work schedules, operations, and other matters, including changes prior to the beginning of the 2020-2021 school year. For any proposed change on a mandatory subject of bargaining, the parties hereby agree to engage in expedited bargaining before any proposed change is implemented.

### ARTICLE 3 GRIEVANCE PROCEDURE

The purpose of the procedures set forth hereinafter is to produce prompt and equitable solutions to those complaints, which, from time to time, may arise involving the wages, hours, 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. Nothing herein shall prohibit teachers and/or the Association from attempting to resolve grievances informally with appropriate members of the Administration prior to initiating the formal procedures set forth below. The parties are encouraged at any time before or during the grievance process to resolve problems through informal mediation or other settlement techniques as may be appropriate.

- A. DEFINITION: A grievance shall mean a complaint by a member that there has been a violation, misinterpretation or inequitable application of any of the provisions of this contract. As used in this Article the term "member" shall also mean a group of members having the same grievance.
- B. RIGHT OF THE ASSOCIATION: The Committee acknowledges the right of the Association to participate in the processing of any grievance at any level.
- C. ADJUSTMENT OF GRIEVANCES: Grievances shall be presented and adjusted in the following manner:

#### Level One

All grievances which involve a question within the scope of responsibility of the grievant's appropriate supervisor will be filed and thoroughly discussed at this level. The grievance shall be filed in writing by the grievant and a representative of the Association with the appropriate supervisor. The supervisor shall submit their written answer to the member and the Association within fifteen (15) business days of the filing of the grievance.

#### Level Two

Administrators shall proceed directly to Level Two.

If the grievance shall not be disposed of hereunder to the member's satisfaction and the member and the Association shall have determined to proceed further, the member and a representative of the Association shall present a written statement of the grievance to the Superintendent within twenty-five (25) business days of receipt of the supervisor's answer. The Superintendent shall meet with the member and a representative of the Association in an effort to settle the grievance, provided that the Superintendent may designate another to act in their place and provided further, that if the Superintendent so designates another and the disposition is not satisfactory to the member, the member and a representative of the Association shall have the right to meet with the Superintendent. In any event, the written answer of the Superintendent to the grievant and the Association is due no later than twenty-five (25) business days after the

filing of the grievance at this level. Provided the parties agree, Level One and/or Level Two of the Grievance procedure may be bypassed and the grievance brought directly to Level Three.

### Level Three

If the grievance shall not have been disposed of under Level Two to the member's satisfaction and the employee and the Association shall have determined to proceed further, a written statement of the grievance shall be presented within ten (10) business days of receipt of the Superintendent's answer by the Association to the Committee. The written decision of the School Committee shall be due within twenty-five (25) business days of the filing of the grievance at the School Committee Level.

### PROVISIONS APPLICABLE TO GRIEVANCES AT LEVEL ONE, LEVEL TWO AND LEVEL THREE.

The School Committee will comply with law with respect to its obligation to furnish information relevant to grievance processing. Each written statement of a grievance shall include: (1) a concise statement of the facts constituting the grievance; (2) a reference to the applicable provisions of this Contract; (3) the date upon which the act or omission giving rise to the grievance occurred, and, if applicable, the latter date upon which the member should not be held to have 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 Level Two or Three shall be signed on behalf of the Association by its President, or Vice-President, or the Chairman, or Vice-Chairman of the Grievance Committee.

In those cases in which the event, or omission giving rise to the grievances should have become known to the member upon the occurrence of the event or omission, the statement shall be presented not later than the first to occur: the twentieth (20th) school day; or, fortieth (40th) calendar day next following the date of event or omission. In those cases in which the member affected could not reasonably be expected to have knowledge of the event or omission until sometime after its occurrence, the time for presenting the statement shall be measured from the first date upon which the member should have known of the event or omission and the burden of establishing a later date than the date of occurrence shall be upon the member. Any grievance pending at the conclusion of the Contract will remain operative in the subsequent Contract period unless settled in negotiations.

Failure by the person to whom presented to make a determination with respect to a grievance by the time limit indicated shall be deemed a denial of the grievance.

Failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance. Time limits may be extended by mutual agreement in writing.

Times for meetings to discuss grievances shall be scheduled outside of school hours unless in the judgment of the Superintendent, in the case of a Level Two proceeding, or of the Committee, in the case of a Level Three proceeding, a meeting during school hours is desirable to facilitate the production of appropriate information. Attendance by members and by Association representatives at grievance meetings held during school hours shall constitute authorized absence without loss of pay. Members of the Grievance Committee of the Association may also be absent during school hours without loss of pay in those instances in which it is reasonably necessary for the investigation or processing of an alleged grievance and for such periods as investigation or processing during school hours may reasonably require. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the education program and that the right to take such absence shall not be abused. The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing.

### RECORDS

While both parties may maintain files of grievances and the disposition 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.

### REPRISALS

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

### PRECEDENT

A written record shall be made of the disposition of any grievance at Level Two or Level Three. If such disposition becomes final by acceptance by the Association, such disposition shall apply to all future complaints based on the same or similar facts.

### ARBITRATION

If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Level Three of the grievance procedure to the satisfaction of the member and the Association, the Association may, not later than twenty-five (25) business days next following receipt of response to the grievance under Level Three, initiate arbitration of the grievance under the rules then obtaining of the American Arbitration Association. This initiation may also be made by submission under such rules. The arbitration shall proceed under such rules except that the parties may, if they can, mutually designate the Arbitrator.

The Arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Contract. The arbitrator's award, if within their jurisdiction, shall be final and binding on both parties.



The fees of the American Arbitration Association and of the arbitrator and the expenses of the arbitrator and the conduct of the hearing shall be shared equally by the parties but each party shall bear its own expenses for the presentation of its case.

Arbitration pursuant to this Article shall be the exclusive remedy available to members and the Association in the event that a grievance is not disposed of under the Grievance Procedure.

D. ADVISORY ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

The purpose of this provision is to provide the Association and the Committee with feedback and advice from an advisory arbitrator regarding a specific grievance(s). While such feedback and advice is strictly advisory in nature, it is the hope of the parties that said advisory arbitrator shall make suggestions for resolution or disposition, which will assist the parties in improving contract enforcement and labor relations in general. To this end, the parties agree as follows:

1. Advisory arbitration may be proposed by either party at any stage of the Grievance Procedure following the presentation of the grievance at Level Two. Advisory arbitration shall only take place by mutual agreement between the Association and the Committee.
2. The entire advisory arbitration procedure is non-binding except as specifically agreed to by the parties in writing. The feedback from the advisory arbitrator shall in no circumstance, except by mutual agreement of the parties, be referred to in any subsequent formal arbitration with respect to any grievance.
3. No advisory arbitrator shall sit as the formal arbitrator in a case in which they were an advisory arbitrator.
4. Cases shall be presented without witnesses, briefs or transcripts. The parties shall provide brief oral presentation of their respective claims and defenses using documentary evidence and/or stipulations as may be appropriate. The particular details of the process will be agreed upon in each instance by the parties and the advisory arbitrator.
5. The advisory arbitrator shall provide feedback, advice and suggestions for resolution or disposition to the Association and the Committee immediately following the presentations of the parties unless the parties mutually agree to the contrary.
6. All costs of advisory arbitration shall be shared equally by the parties, but each party shall bear its own expenses for the presentation of its cases.
7. The parties may agree upon other dispute resolution methods in addition to the foregoing in an effort to resolve grievances.

ARTICLE 4 SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in the salary schedules attached hereto in the Appendices.
- B. Sick Leave Buy Back

In recognition of dedicated service to the children of Cambridge, any teacher covered by this agreement who is eligible to retire may obtain an increase in compensation in the final year of teaching by following the established procedure.

- B-1. In order to allow for budgeting, eligible teachers must notify the Superintendent in writing by February 15<sup>th</sup> of the school year at the end of which they intend to retire under the provisions of the Massachusetts Teachers' Retirement Act. Exceptions to the above rule will be made only when an emergency clearly exists. Teachers who wish to retire on a date other than the last day of the school year must notify the Superintendent by February 15<sup>th</sup> of the school year prior to the expected date of their retirement.
- B-2. If such notice is submitted in writing by February 15, then, upon retirement, the teacher shall be paid the amount specified below for their accumulated unused sick leave as of the date of retirement.

In the event that a teacher retires other than during the period between the last day of the school year and the first day of the following school year, or at the end of the semester for a teacher assigned to a high school program or on December 31<sup>st</sup> for a teacher assigned to an elementary school or upper school, then there will be a twenty percent (20%) deduction from the amount that the teacher is entitled to as their sick leave buyback.

-----Rate per Day -----

Effective 9/1/02

1-50 Days	\$46.00	51-99 Days	\$58.00	100+ Days	\$90.00
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- B-3. For all members in Units A&B the maximum number of accumulated sick days for which sick leave buyback will be permitted is as follows:  
All members of Units A&B hired before September 1, 2013 who have accumulated a total of 350 sick days or more as of September 1, 2013 shall be exempt from the cap.

All members of Units A&B hired before September 1, 2017 who have accumulated a total of 200 sick days or more as of September 1, 2016 shall have a cap of 400 sick days.

All other members of Units A&B shall have a cap of 300 sick days.

B-4. In the event a teacher dies while employed by the School Department, their estate will be paid a sum equal to the number of their accumulated sick leave days times the daily rate set forth in Section B-2 above.

C. 403B Plan – Transfer Of Sick Leave Buyback

The Committee agrees to implement the use of a 403B plan in accordance with Internal Revenue Service regulations to allow members of Units A&B to 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 Internal Revenue Service Regulations.

D. Increments

To be eligible to advance to the next annual salary step, teachers must complete 110 days of paid employment in the previous school year as a regularly appointed teacher in the Cambridge Public School Department. The 110-day rule does not apply to a person on sabbatical leave.

E. Direct Deposit of Paychecks

Effective June 30, 2017, all unit members will be required to have direct deposit. Additionally, effective June 30, 2017, all unit members will receive direct deposit paycheck notifications only via their school district email account. Any unit member who does not have direct deposit as of June 30, 2017 will be exempt from this requirement.

ARTICLE 5 TEACHING HOURS AND TEACHING LOAD

A. TIME SCHEDULE FOR STUDENTS:

Except for students covered by activities conducted during flex-time (see Section L below), the following shall be the time schedule for students;

Elementary School/Upper School 8:25 a.m. - 2:25 p.m.  
Cambridge Rindge and Latin School 8:05 a.m. - 2:30 p.m.

The above starting and closing times may be moved forward or backward up to one-half hour, with every reasonable effort to reduce said span of time, for particular schools for the

purpose of maximizing the efficiency of school bus utilization. The Association will be consulted prior to making any such time schedule changes.

**B. TIME SCHEDULE FOR TEACHERS:**

- B-1. The Committee and the Association agree that the teacher as a professional will devote whatever time is required to maintain a high quality of education in the Cambridge Public Schools.
- B-2. All elementary and upper school campus teachers 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 pupils. In order to maximize the efficiency and effectiveness of the delivery of professional development and other district-wide activities, on days when educators are to report to a full day of district-wide professional development or other district-wide activities, the school district may designate a single time between 7:40 a.m. and 8:40 a.m. for all unit members to report to work. The school district shall provide at least one month notice of any such change.
- B-3. There will be a pool of thirty-five (35) hours per year for school curricular/staff development, scheduled tutoring services or parent/guardian conference services. This time will not be required during the following weeks: opening week, Thanksgiving week, the five school days prior to the beginning of the December vacation week, and the five school days prior to the last day of school. This pool of thirty-five (35) hours will be scheduled by each principal/dean, subject to the following rules:
  - 1. 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 school at CRLS.
  - 2. Principals/heads of upper schools/deans will make reasonable efforts to give one (1) month advance notice of any scheduled meeting/event.
  - 3. Principals/heads of upper schools/deans will accommodate staff who are already enrolled in outside courses or seminars.
  - 4. 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.
  - 5. Principals/heads of upper schools/deans will not schedule more than twelve (12) hours of such time in any given month.

6. The hours will be contiguous with the school day. Educators are expected to return to work on the first work day of the school year as set forth in the collective bargaining agreement for members of Unit A and Unit B, respectively. If a member of a unit is not going to report to work, the member must secure an excused absence from the Principal or Head of School as far in advance as practicable by requesting an approved leave of absence for medical or personal reasons, such absence to be charged to either available sick leave or personal leave as applicable, and if such leave is unavailable, to be approved as unpaid leave. If a member does not report to work and does not have an advance excused absence, then the Cambridge Public Schools has a right to deduct from the member's paycheck those day(s) that the member was absent and not excused.
  7. 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 teacher working hours on early release days)
- B-4. The length of the workweek for part-time learning disability teachers (former L.D. tutors) shall be twenty hours per week.
- B-5. A. Principals/heads of upper schools/deans can require members of the bargaining unit who are affected by mergers, consolidations or major 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 workshop participant rate, during the course of the school year.
- C. The training described above in sections A and B of Article 5B-5 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 30<sup>th</sup>, subject to the following rules:
1. Each principal/head of upper schools/dean will schedule the use of such time after consulting with the Faculty Advisory Committee in their school building or small school at CRLS.
  2. Principals/heads of upper schools/deans will make reasonable efforts to give one (1) month advance notice to all staff of any scheduled sessions.

3. Principals/heads of upper schools/deans will accommodate staff who are already enrolled in outside courses or seminars.
  4. Such sessions will not be held on weekends.
  5. When such sessions are scheduled on school days, principals/heads of 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.
  6. 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.
  7. When such sessions are scheduled on school days, the hours of such sessions will be contiguous with the school day.
  8. The total number of hours that may be scheduled pursuant to Article 5B-3 and Article 5B-5 in any week when school is in session is five (5) hours.
  9. The maximum number of hours that can be required of a member of the bargaining unit pursuant to Article 5 B-5A and Article 5 B-5B during the course of any school year is thirty (30) hours.
- D. Members of the bargaining unit participating in mandatory staff development and/or training will be given the opportunity to evaluate the effectiveness of such sessions.
- E. Any staff development and/or training that is scheduled in addition to the time set forth above in Article 5B-3 and Article 5B-5(A) and (B) will be voluntary.
- F. Principals/heads of upper schools/deans will make reasonable efforts to provide a tentative schedule of staff development and/or training contemplated for the upcoming school year by the end of the first week that school is in session. The parties acknowledge, recognize and agree that such schedule is subject to change and the provision of such tentative schedule does not alter the notice requirements set forth in Article 5, Section B, B-3(2) and Article 5, Section B, B-5(C)(2).

C. WORK YEAR FOR TEACHERS:

- C-1. The work year for personnel in Unit A shall be 183 days. The first school day for students shall be the Tuesday following Labor Day in September. All Unit A members shall report to work on the Tuesday, Wednesday and Thursday of the

week preceding Labor Day. One of these days shall be for classroom preparation and the other two (2) days shall be for Unit A members to participate in professional development and other activities as determined by the school and/or school district. The Friday of the week preceding Labor Day shall not be a workday for teachers. In addition thereto, the school calendar shall include not more than five (5) days for inclement weather. In order to maximize the efficiency and effectiveness of the delivery of professional development and other districtwide activities, on days when educators are to report to a full day of district-wide professional development or other district-wide activities, the school district may designate a single time between 7:40 a.m. and 8:40 a.m. for all unit members to report to work. The school district shall provide at least one month notice of any such change.

- C-2. THE WORK YEAR FOR PERSONNEL IN UNIT B WILL BE AS FOLLOWS:
- a. The work year for administrators on ten-month contract will be the teacher work year plus whatever extra time is necessary to discharge the duties of their positions. In any event elementary assistant principals working on a ten month contract shall return to work the week before teachers return to school, and shall be available for consultation on the telephone, and subject to call in if specific need arises, one week after school closes in June.
  - b. All personnel on an eleven-month contract (206 days) will continue on an eleven-month contract and Directors, Assistant Principals (secondary 9-12), Deans of Curriculum and Program (secondary 9-12), administrative assistants, Deans of Students (secondary 9-12), Assistant Directors and Coordinators appointed to these positions after September 1, 1973, shall serve on an eleven month contract.
  - c. Personnel presently on ten-month contract will continue on ten-month contract. Personnel in Unit B will be required to meet the minimum time schedule adopted for teachers in Unit A, and, in addition thereto, will remain a sufficient length of time to discharge the duties of their positions.
  - d. The work year for elementary and upper school assistant principals will consist of the minimum time scheduled for teachers in Unit A work year plus five (5) additional days the week before teachers return to work for the start of the school year.
- C-3. All teachers will be required to attend two Parent/Guardian-Teacher-Pupil conferences of two hours duration without additional compensation. In addition, Principals/Heads of Upper Schools, after consulting with their Faculty Advisory Committee, may schedule no more than two (2) additional parent/guardian conferences, open houses or curriculum nights of two hours each in duration that teachers are required to attend. Further all teachers will be required to schedule

five additional hours of Parent/Guardian-Teacher-Pupil conference time. Such conferences may be scheduled at times and locations suggested by teachers after conferring with the Parent/Guardian, with the prior approval of the Principal/Head of Upper School. Such approval will not be unreasonably withheld. After providing ample opportunity for staff input, the Principal/Head of Upper School may schedule one of said five hours by allocating additional time to no more than two of the scheduled Parent/Guardian-Teacher-Pupil conferences. At no time will the allocation of additional time exceed one hour total.

The intent of this section is to maximize the opportunities for teachers to have conferences with all parents/guardians during the school year.

C-4. Early Release Days

- a. Elementary and upper school students will be released at or around lunchtime seven (7) times during the school year. One such day may be used for elementary school moving on exercises and Upper School graduation exercises, and one day shall be the last day of the school year. No more than two (2) such days shall be used for system-wide professional activities, at the discretion of the Superintendent, and such days shall not be scheduled during the winter months. The remaining days shall be used for school-based professional activities. Teachers will spend such school-based days on staff development, parent/guardian conferences, tutoring of students, or other educationally related tasks, as designated by the Principal/Head of Upper School. Teachers will be dismissed at the time appropriate for the school pursuant to Section B-2.
- b. Preparation periods will not be granted during release time.

D-1. Subject to the availability of personnel, teachers will have a thirty (30) minute duty free lunch period. Teachers will be allowed to leave the building during their duty-free lunch period.

D-2. PREPARATION TIME:

Personnel in Unit A will, in addition to their lunch periods, have a preparation period during which they will not be assigned to other duties as follows:

- a. Elementary/Upper School Campus  
Elementary and upper school campus teachers shall have no less than forty (40) continuous minutes of daily, duty free preparation time.
- b. The School Committee will indemnify a teacher in an elementary school, a teacher in an upper school campus or a high school teacher who loses preparation periods on the following basis: While a teacher shall not be required to use the



prep time to prepare the person providing coverage, the teacher should consult with that person as their normal planning may require. The School Committee will indemnify a teacher in an elementary/upper school or a high school teacher not more than;

Effective Date

Per Hour, Pro Rata

September 1, 2020-August 31, 2021

\$31.65

Payment will be made in December and June/July provided, however, that the teacher and the principal/head of upper school 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.

- E-1. Secondary school teachers shall be required to be present for six (6) hours and twenty five (25) minutes per day. Student instructional time shall be no less than 330 minutes per day. Teachers will have one prep period per day the equivalent of one teaching period, but no less than forty (40) minutes. All other time the teachers are required to be in the building is assigned professional time. Assigned professional time is defined as teachers working with teachers and/or administrators, on issues of curriculum, professional development and other professional activities related to instruction subject to the approval of appropriate administrators. It does not include student supervisory activities.

Secondary school teachers shall teach 75% of the instructional day for students. It is intended under the block schedule that secondary school teachers shall not have more than two (2) preparations per semester or four (4) preparations per year although it is recognized that there may be unusual instances in which scheduling demands require that some teachers have three (3) preparations in a semester. In such event, teachers assigned three (3) preparations shall have three (3) full instructional blocks of duty free preparation a week and two (2) forty minute continuous duty free preparation periods a week. All other secondary school teachers shall have two (2) full instructional blocks of duty free preparation and three (3) forty (40) minute continuous duty free preparation periods. In no event shall a secondary school teacher be assigned more than five (5) preparations in a year. Secondary school teachers will, when necessary, communicate or meet with parents/guardians of students during any duty free preparation period. All other time the secondary school teachers are required to be in the building is assigned professional time as defined above.

- E-2. Secondary school teachers will not be required to teach more than two (2) subjects nor more than three (3) teaching preparations within said subjects at any one time. Only in unusual circumstances, because of the diversity of the programs offered, will exceptions to the above be allowed. In such a case, the average class load shall not exceed fourteen (14) students.

- F. Exceptions to the provisions of Section D and E up to five days may be made if the Superintendent or designee determines that such exception is necessary for the best interest of the student. However, exceptions which exceed five (5) days will be by mutual agreement between the Association and the Superintendent. The Association will be notified of such exceptions.
- G. Teacher participation in extra-curricular activities will be strictly voluntary.
- H. The Committee agrees to provide adequate personnel for the maintenance, upkeep, and other duties in each building.
- I. Any change of duty, hours or responsibility of any administrator would not be made without good reason.
- J. Subject to the approval of the Superintendent or designee, a teacher may volunteer for non-teaching supervisory or school operations duties or projects beyond the scope of those normally performed. Said duties or projects shall be compensated at the following rate per hour, pro rata.

<u>Effective Date</u>	<u>Rate per Hour</u>
September 1, 2017 - August 30, 2018	\$22.06
Effective as of August 31, 2018	\$24.00

K. FLEX TIME FOR GUIDANCE COUNSELORS

1. Guidance counselors can elect to work two (2) evenings a month in order to meet with families or for other educational purposes. Guidance counselors who provide this service will be able to reconfigure time commensurate with the volunteered flex time. Such arrangements for flextime scheduling must receive a proper approval from the Superintendent or designee.
2. Guidance counselors may be required to work up to three (3) days after the end of the school year and three (3) days before the beginning of the school year to assist in scheduling and other guidance activities. The principal shall first meet with the guidance counselors as a department before May 15<sup>th</sup> to discuss the scheduling of such dates. In exchange for performing this work either before or after the end of the school year, guidance counselors shall be given a corresponding number of compensatory days off during the school year arranged through the principal of the school and/or designee. Requests shall be made at least twenty-four (24) hours in advance and approval of such days shall not be unreasonably withheld. There shall be no restriction on when guidance counselors may use these days (i.e., they can be used before or after a long weekend/vacation week).

## L. FLEXIBLE HOURS WORK SCHEDULE

It is recognized by the parties that it may be advantageous both to individual teachers and to the educational program of the Cambridge Public Schools to allow for flexible work scheduling. In consideration thereof, the Association and the Committee agree as follows:

1. No members of the bargaining unit will lose a job or be reduced in time as a result of this flex time provision during the implementation or continuation pursuant to paragraph nine of this provision.
2. An Advisory Flex Time Program Oversight Committee ("Oversight Committee") shall be created. The Oversight Committee shall consist of two (2) representatives of the Association and two (2) representatives of the Committee. The Superintendent and the CEA President will jointly agree on the composition of the Committee. The Oversight Committee shall act in an advisory capacity to the Superintendent.
3. A Flex Program Proposal ("Proposal") must fall within a "Flex Time" window of 7:00 a.m. to 6:00 p.m. during the contractual work year. A flexible work hours schedule proposal (including providing for compliance with Article 5, B-3) may be submitted to the Superintendent by teachers and/or school or program administrators. Individual teachers and/or administrators shall be required to demonstrate the educational benefit to students.
4. Proposals shall be submitted and the Superintendent, in their discretion, may approve such proposals for a flexible work schedule at any time during the school year. Once approved, a flexible work schedule shall not be modified prior to the expiration of the approved proposal. Flexible work schedules shall be reviewed yearly by the Oversight Committee.
5. A flexible hours schedule shall be the equivalent of the total work time requirement which the individual teacher is required to work under the collective bargaining agreement. No teacher shall be required to work non-contiguous hours, nor shall a teacher be required to work in excess of the total hours set forth in this contract.
6. Individual teachers who elect to participate in a flextime opportunity shall do so on a strictly voluntary basis. Flextime opportunities shall be made available to teachers on a voluntary basis through an in-house posting. In filling flextime postings, consideration shall be given to a teacher's certification, area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Cambridge School System. All qualifications being equal, as determined solely at the discretion of the Superintendent, the teacher with the longest service in the Cambridge School System shall be given first choice for flextime opportunities.

7. Non-professional status teachers shall be eligible to participate in the flextime program, if they receive prior approval of the Superintendent and the President of the CEA.
8. If volunteers are not available or selected, then flextime opportunities shall be posted for new teacher hiring. Any new hire positions created under this provision shall be allowed to continue after the expiration of this provision, even if the parties choose not to renew the terms of this flextime program.
9. It is understood that a flexible hours work schedule is an arrangement between the individual teacher and the Superintendent. As such, in the event said teacher severs their employment during the period of the flex schedule, no member of the bargaining unit shall be assigned to said flex schedule involuntarily.
10. The Oversight Committee shall report on the flextime program to the joint bargaining teams of the parties during the term of the contract.
11. The fact of an individual's participation or non-participation in the flex program shall not adversely affect their evaluation or result in discipline, reassignment or transfer.

ARTICLE 6 CLASS SIZE

- A. It is agreed that as soon as practical, considering availability of qualified personnel and suitable classroom space, the maximum number of pupils per teacher will be as follows:
1. Elementary/Upper Schools
 

Kindergarten	20
Grades 1 through 5	25
Grades 6 through 8	25
  2. Senior High School
 

Science Laboratory	22
Shop/Career and Technical Education Lab	20
Academic subjects	28
  3. Self-contained and/or substantially separate classes at no time shall exceed the number set by state law.
  4. To the extent possible, remedial reading classes will not exceed the maximum recommended by the Department of Elementary and Secondary Education.

5. Where educationally feasible, larger classes will be assigned larger classrooms.
6. Case load for adjustment counselors shall at no time exceed the number set by law.
7. Within the first two weeks of each semester, guidance counselors and deans may ask teachers to authorize overrides to permit up to five (5) additional students per class. Such authorization will be completely voluntary.

#### ARTICLE 7 SPECIALISTS AND SPECIAL PROGRAMS

- A. The Committee and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.
- B. Special programs are deemed an important aspect of the educational program of students and special program classes (i.e., art, music, science, etc.) will not be canceled for the day so that specialists should act as substitute teachers in regular classes except in cases of emergency.
- C. The Committee recognizes that it must provide sufficient personnel to deliver services to meet the goals and objectives mandated by a student's individualized education program (IEP) in accordance with the timelines established by federal and state law. Therefore, it is the responsibility of the Office of Student Services (OSS) to insure that caseloads for OSS specialists fulfilling a student's IEP are equitable throughout the district. Caseloads are not grievable. In accordance with Article 10, Section A, administrators are responsible for notifying an individual specialist about their caseload. Further, the administrator will provide the specialist the opportunity to discuss the caseload. After the above-mentioned discussion, if disagreement continues, the specialist may request that the Association President meet with the Assistant Superintendent of the Office of Student Services or designee to discuss the caseload. The Association may refer any policy matter relating to specialist caseloads to the School Committee Subcommittee on Special Education. The School Committee's Subcommittee on Special Education will review policy matters relating to specialist caseloads with the Association.

#### ARTICLE 8 NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that the teacher's energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will not be required to perform the following duties:

1. Non-professional assignments, including, but not limited to vacuuming carpets, milk distribution, cafeteria supervision, sidewalks, and buses from home to school, and school to home, except in cases of emergency as determined by the administrator of the building.
  2. Health services such as weighing and measuring pupils.
  3. Collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.
  4. Duplicating instructional and other materials, and other similar clerical functions.
- B. Teachers will not be required to drive pupils to activities which take place away from the school.
- C. Teachers will perform corridor duty as stipulated by the Principal/Head of Upper School of the building.

#### ARTICLE 9 TEACHER EMPLOYMENT

- A. Full credit on the salary schedule, not to exceed six (6) years will be given for previous outside teaching experience upon initial employment. In the case of exceptional needs, this requirement may be waived.
- B. Teachers with previous teaching experience in the Cambridge School System will, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience. Teachers who have not been engaged in teaching on a full time basis will, upon returning to the system, be restored to that step on the salary schedule on which they would have been placed in September if they had remained in the Cambridge School System.
- C. Previously accumulated unused sick days will be restored to all returning regularly appointed teachers.
- D. Teachers who have obtained National Board Teacher Certification, any physical therapist who holds Board Certification as a Clinical Specialist in Pediatrics (PCS) issued by the American Board of Physical Therapy Specialties (ABPTS) and American Physical Therapy Association (APTA), any occupational therapist who holds Board Certification in Pediatrics (OT) or Specialty Certification in School System (OT) issued by the American Occupational Therapy Association (AOTA) and any speech language therapist who holds a certificate of clinical competence (CCC-SLP) issued by the American Speech Language Hearing Association (ASHA) will be granted a one-time fifteen (15) credits on the teacher's salary schedule as follows:

Bachelors will be placed as Master  
Master degree will be placed at Master plus 15  
Master plus 15 will be placed at Master plus 30  
Master plus 30 will be placed at Master plus 45  
Master plus 45 will be placed at Master plus 60

Teachers who have either a Master plus 60 credits or a Doctorate who have obtained National Board Teacher Certification, any physical therapist who holds Board Certification as a Clinical Specialist in Pediatrics (PCS) issued by the American Board of Physical Therapy Specialties (ABPTS) and American Physical Therapy Association (APTA), any school psychologist who holds a credential as a Nationally Certified School Psychologist issued by the National Association of School Psychologists (NASP), the American Psychological Association (APA) or the National Board Certified Counselors (NBCC), any occupational therapist who holds Board Certification in Pediatrics (OT) or Specialty Certification in School System (OT) issued by the American Occupational Therapy Association (AOTA) and any speech language therapist who holds a certificate of clinical competence (CCC-SLP) issued by the American Speech Language Hearing Association (ASHA) will be granted an annual stipend of \$1,000 (one thousand dollars).

#### ARTICLE 10 TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have. Said notification where possible will be made before the close of school in June.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or the major or minor fields of study.
- C. To the extent possible, changes in grade assignment in the elementary/upper schools and in subject assignment in the secondary schools will be voluntary.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive the following rate per mile for all inter-school driving done by them or reimbursement for the cost of public transportation.

Effective Date

Rate Per Mile

September 1, 2020 - August 31, 2021

.40

- E. Teacher assignments will conform to applicable equal employment opportunity law with respect to race, creed, color, religion, national origin, sex, marital status, sexual orientation, disability, gender, gender identity, genetic information and age.

ARTICLE 11 TRANSFERS

DEFINITIONS:

TRANSFER: A transfer shall be defined as a voluntary or involuntary movement of a teacher from one school to another (except for reassignments as defined below).

REASSIGNMENT: Reassignment is defined as placement of school-based teachers in different grades within an elementary school, within an upper school campus, different subjects or houses at the high school, and placement of teachers in specialist positions (i.e. Office of Student Services, Bilingual, Art, Music, Physical Education, Science and Modern Language).

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.
- B-1. When involuntary transfers are necessary, a teacher's certification, area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Cambridge School System will be considered in determining which teacher is to be transferred.
- B-2. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or designee at which time the teacher involved will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent or designee will meet with the Association's representative to discuss the transfer.
- B-3. In all cases of involuntary transfer, when the teacher has been notified of such transfer, he will be given an opportunity at that time to examine a list of all vacancies and to select a



position for which they believe themselves qualified. Said selection will not be denied by the Superintendent without, in their judgment, good reason. Positions being filled by substitute teachers will be included on the list of vacancies to be shown to the transferring teacher as being available the following September.

Once a teacher is notified of their involuntary transfer, they will be permitted through August 15 of that year to be interviewed for any vacancy posted by that date in accordance with Article 12, Section III. Teachers shall be entitled to be interviewed during the ten day period from the date the notice is posted, although a teacher may also participate in any subsequent interviews if they apply for the position and is not initially selected as a result of the "ten day posting interview." Only involuntary transferees may be interviewed during this ten day period.

Involuntarily transferred teachers, who elect to be interviewed during the ten day posting period noted above, shall be interviewed by a team which shall consist, at a maximum, of a principal/head of upper school, an assistant principal, a director or coordinator, a teacher, a parent liaison, or a parent member of the school improvement council. The Superintendent has discretion on the composition of a specific interview team, consistent with the above.

If recommended by the principal/head of upper school and approved by the Superintendent, teachers shall be transferred to that position, provided, however, that the teacher also may exercise their right to such "ten day posting interviews" for any other position posted as of August 15 of that year.

- C. Teachers desiring a transfer will submit a written request to the Superintendent and will be given a list of all available vacancies within two weeks of said request. Upon selection of the available vacancy desired, the teacher will submit a letter stating the reason thereof. Such request must be submitted prior to February 15 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing. The Association will be notified of all newly created positions.
- D. In the case of all voluntary or involuntary transfers, the Superintendent shall determine whether an interview of a potential transferee by the building administrator, directors and/or department heads, or in accordance with Section B(3) hereof, is necessary. The interview process used to assess the suitability of a teacher for a transfer to any school shall be regarded as advisory to the Superintendent only.
- E. Supervisors are responsible for notifying an individual who is to be reassigned and providing to an individual the opportunity to discuss the reassignment. After said discussion the teacher may request that the Association meet with the Superintendent or designee to discuss the reassignment.

- F. Involuntarily transferred teachers who interview and are not recommended for another position may, at the discretion of the Superintendent, and after consultation with the President of the Cambridge Education Association, be offered an exit incentive. Teachers who apply for and are granted this option will be granted either a half-year of leave at full pay or a full-year of leave at half pay. A decision to accept this option shall be irrevocable and must be accompanied by a letter of resignation or retirement to take effect immediately upon termination of the leave. This exit incentive will not apply to teachers who have already given notice of intent to retire or to resign.

## ARTICLE 12 VACANCIES AND PROMOTIONS

### Section I.

- A. Whenever any vacancy in a professional position above the rank of a classroom teacher occurs, it will be adequately publicized by the Superintendent as far in advance of the appointment as possible, by means of: emailing a copy of the job notice to the CEA President, emailing a copy of the job notice to each school building for posting and by placing the notice on the Cambridge School Department's job posting website. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the schools or the giving of notification to the Association. Positions will be acting for no more than twelve (12) calendar months before the School Committee acts to fill the positions on a regular basis from the applicants for the advertised position. Any time spent by a person filling such a position on a temporary or acting basis shall not be regarded as evidence of best qualifications by that person for the posted opening.
- B. All qualified teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, all other qualifications being equal (such qualifications to include training, experience, teaching ability and the Superintendent's evaluation and judgment, after taking into account the advice of the appropriate Principal/Head of Upper School, Director, Department Head and any advisory groups being utilized), preference will be given to qualified teachers already employed by the Committee.
- C. Appointments will conform to applicable equal opportunity employment law with respect to race, creed, color, religion, national origin, sex, marital status, sexual orientation, disability, gender, gender identity, genetic information and age.
- D. Any Committee appointed to draft the qualifications for a position above that of a classroom teacher, including Principal's Assistant, will include a teacher designated by the Cambridge Education Association. All teachers will be eligible for said designation.

Section II.

Each school shall have a Principal's Assistant, except those schools having an Assistant Principal.

Section III.

Whenever any vacancy in a Unit A bargaining unit position, which the School Committee determines to fill on a permanent basis, occurs, it will be adequately publicized by the Superintendent as far in advance of the appointment as possible, by means of: emailing a copy of the job notice to the CEA President, emailing a copy of the job notice to each school building for posting and by placing the notice on the Cambridge School Department's job posting website. In both situations, the qualifications for the position, its duties and the rate of compensation, will be clearly set forth. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the schools or the giving of notification to the Association, with the further exception of (a) positions determined by the Superintendent to be educator shortage areas (e.g., science, math, world languages, special education, bilingual education, etc.), (b) the availability of an opportunity to further the Cambridge Public Schools staff diversity goals; and (c) positions which are vacated during the period of July 1 – September 30, which may be posted for a minimum of five (5) days.

ARTICLE 13 POSITIONS IN SUMMER SCHOOL,  
EVENING SCHOOL, ATHLETIC COACHING AND IN  
FEDERAL PROGRAMS

- A. The Association will be provided as soon as possible with a list of all openings in summer school, in evening school, in athletic coaching and in federal programs. Qualified teachers will submit applications in writing. Each applicant will be notified in writing of the action taken.
- B. Positions in the Cambridge summer and evening schools, coaching positions and positions under the Federal program will, to the extent possible, all other qualifications being equal, be filled first by regularly appointed teachers in the Cambridge School System.
- C. In filling positions in summer school, evening school, coaching positions and positions under Federal programs, consideration will be given to a teacher's certification, area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Cambridge School System, and previous experience in the aforementioned Cambridge programs/positions.

## ARTICLE 14 TEACHER EVALUATION

- A. Teacher evaluation will be based upon the performance standards and procedures agreed upon by the Committee and the Association and approved by the Massachusetts Department of Education. Current standards, procedures and evaluation instruments are set forth in Appendix D of this contract.
- B. All monitoring and observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their evaluators. In the event of a disagreement concerning any evaluation, the teacher involved shall have the right to apply to the Superintendent for another evaluation to be conducted by a person designated by the Superintendent, provided said designee was not one of the original evaluators. Such approval shall not be unreasonably withheld. Said evaluation is to be filed in the teacher's personnel file.
- C. All evaluation reports shall include the number of classroom observations by supervisor and will be verified by the teacher observed.
- D. Any teacher with professional teacher status may be subject to annual evaluation during any year, with the approval of the Superintendent or designee. The supervisor will provide the teacher with the reasons in writing for the annual evaluation but such annual evaluation shall not be prompted solely by a transfer or reassignment.
- E. The parties acknowledge the responsibilities of the Superintendent for ensuring that all evaluators have training in the principles of supervision and evaluation, and have, or have available to them, expertise in the subject matter and/or areas to be evaluated pursuant to M.G.L. c. 71, §38 and 603 C.M.R. 35.00 *et seq.* The Committee agrees to provide the Association with a summary of the evaluator's training in said areas upon request.
- F. Any proposed changes in the evaluation process will be implemented only after negotiations between the Association and the Committee pursuant to applicable law.
- G. Teachers-In-Charge, Teacher-Leaders and Lead Teachers may evaluate members of the bargaining unit at the discretion of the Superintendent or her designee. In the event of a vacancy in any of the above positions that the Superintendent decides to fill, the Teacher-in-Charge, Teacher-Leader or Lead Teacher shall be recommended to the Superintendent by Unit A members of the appropriate school, house or program by means of a secret ballot election conducted by the Association within 20 days of the closing date of the posting for such vacancy. If the Association makes no recommendation within such 20 days, the Superintendent may proceed to fill the position. Individuals appointed to such positions may serve for a period of up to three years at the Superintendent's discretion, and may be re-elected by the appropriate body and reappointed by the Superintendent thereafter. It is understood that the election is advisory only, and that the final decision on such appointments rests with the Superintendent.

- H-1. The Evaluation Process Working Committee shall be co-chaired by the CPS Executive Director of Human Resources and the President of the CEA. In addition, the working committee shall be comprised of three (3) other Units A&B members who shall be elected by the members of Units A&B or appointed by the CEA President and three principals or administrators appointed by the Superintendent. The working committee shall be in place for the duration of this contract through August 31, 2021. The Evaluation Process Working Committee shall meet on a schedule agreed upon by the co-chairs. All educators and evaluators will be afforded the opportunity to provide input to the Evaluation Process Working Committee on various issues including both the identification of any issues connected with the existing evaluation system and suggestions for possible improvements to the evaluation system.
- H-2. The Evaluation Process Working Committee shall advise the Superintendent and the CEA on evaluation procedures with an eye towards making improvements, as necessary, that lead towards quality teaching and learning. The working committee will work on the development of new evaluation forms for positions without existing, appropriate evaluation tools. The Evaluation Process Working Committee shall make recommendations to the Superintendent on procedures and standards as set forth in Appendix D and new evaluation forms, but adoption of the same is subject to the action of the School Committee. The School Committee shall seek a public hearing for comment on teacher performance standards in accordance with the provisions of M.G.L.c. 71, §38.

#### ARTICLE 15 TEACHER FACILITIES

- A. Where practical and possible in school buildings presently in use and in all new school buildings, each school will have the following facilities:
1. Within the constraints of the school building, teachers will be provided with adequate space as determined by the building principal/head of upper school, relevant department administrator in the case of an administrative department and with the concurrence of the Facilities Director to perform their duties including but not limited to space to store instructional materials and supplies.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  3. An appropriately furnished room, to be used as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
  4. A serviceable desk and chair for the teacher in each classroom.

5. A communication system so that teachers can communicate with the main building office from their classroom.
  6. A well-lighted, clean, operable and well-supplied rest room rest room. There will be at least one rest room on each floor of planned buildings.
  7. A permanently enclosed dining room will be provided for the teachers in the high school.
  8.
    - a. An adequate parking area at each school will be reserved for teachers' cars. Decals will be provided. The School Committee will ask the Traffic Commissioner and City Manager in coordination with the Environmental Protection Agency to issue visitor parking permits to teachers.
    - b. During school hours, parking permits will be provided to non-resident teachers and administrators whose duties require services in more than one school in one day.
  9. Every reasonable attempt will be made to remove snow from every parking lot immediately following each storm.
- B. The School Committee agrees to provide a workplace with adequate heating, ventilation and lighting.
- C. Rooms with kilns will be wet mopped after clay has been used in the area.

#### ARTICLE 16 USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Administrator of the building in question will be notified in advance of the time and place of all such meetings. Provision will be made for the availability of the interschool phone during afternoon meetings because of possible emergencies. The Secretary of the School Committee shall be notified at least one school day in advance of scheduled meetings. The Association will be responsible for all necessary custodial fees.
- B. Bulletin board as required will be placed in each school building in the common faculty lounge or cafeteria or place designated by the administrator and faculty representative.
- C. An adequately secured room will be provided for the Association for its records, files and routine operation.

- D. Provision will be made for a seat for the Association President or designee at each School Committee meeting. The Association will be furnished with a copy of the minutes of each Committee meeting.

#### ARTICLE 17 SICK LEAVE

- A. Each member of the bargaining unit shall be granted sick leave of fifteen (15) days in any one school year without the loss of salary. Said member shall accumulate from year to year any unused portion of the above-specified sick leave.
- B. Teachers joining the service after September will be granted sick leave promulgated on the basis of one and one-half (1½) days for each month they have been contracted to teach up to a maximum of fifteen (15) days per year. The record of a teacher's available sick leave will be furnished to teachers on or before November 15<sup>th</sup> of the school year.
- C. Personnel on eleven-month contracts will receive an additional one and one-half (1½) days for the eleventh month.
- D. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide additional sick leave to those staff members who are ill and whose sick leave has been exhausted.

1. On September 1st of each school year, the School Committee will deposit 400 days in the Sick Leave Bank. It is agreed that on June 30th the bank will cease. Any remaining days will not be added to the following September's allotment.
2. The Sick Leave Bank Committee will be composed of:
  - a. Three members of the Bargaining Unit
  - b. Two members appointed from Central Administration, one of whom will be the Superintendent or designee.
3. The Sick Leave Bank Committee will decide, on a majority vote, on an allotment of 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 (form to be approved by both parties) must be completed. This application form is to include space for certification by a medical doctor.

- c. The doctor may be the personal physician of the applicant. Additional medical information may be required by the Sick Leave Bank Committee. The Superintendent has the right to require an examination by the City's chief medical officer or representative whose opinion as to the nature or extent of the illness or injury will prevail.
- d. Applicant must have exhausted personal sick leave before the effective date of additional sick days (as per deductible clause).
- e. The following is the number of deductible days required per years of service.

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

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.

- f. Applicants can be denied by the Sick Leave Committee if, in its opinion, any of the following apply:
  - i. Previous abuse of personal sick leave.
  - ii. Insufficient medical evidence of need.
  - iii. Disability does not warrant absences from employment.
  - iv. Lack of days in the bank.
  - v. Previous use of Sick Leave Bank (applicable only when applicant shows repeated use of Sick Leave Bank).
- g. A maximum of twenty-five (25) days per applicant may be distributed at one time. If additional days are needed, a re-application is required, including medical evidence of continued need.
- h. A maximum of forty-five (45) days may be allotted to any one person in any one school 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:
    - i. Seriousness of illness.
    - ii. Seniority.
    - iii. Past use of Sick Bank.
    - iv. Financial circumstances of the individual.
  - j. Decisions of the Sick Leave Bank Committee are final provided all of the above provisions are met.
4. When a member of the Bargaining Unit who has borrowed days from the Sick Leave Bank retires, they will be required to return to the Cambridge School Committee one-half (½) of the days granted from the Sick Leave Bank. These days will be deducted from accumulated personal sick leave.

#### ARTICLE 18 TEMPORARY LEAVE OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year.
- A-1. Three (3) days personal leave 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 two days of said leave shall be deducted from sick leave allowed under Article 17. 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.
  - A-2. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
  - A-3. Time necessary for appearance for any legal proceedings to which the teacher is required to attend.
  - A-4. Each member of the Bargaining Unit shall be granted leave of absence without loss of salary for five (5) consecutive days when such absence is occasioned by the death of a relative who resided in the home of the staff member, and when such absence is occasioned by the death of a parent, child, parent-in-law, sister or brother whose place of residence was other than in the home of the staff member.

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 grandparent, grandchild, 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 staff member.

- A-5. Necessary calendar days per school year for persons called in to temporary active duty of any unit of the United States Reserve or the National Guard, provided such obligation cannot be fulfilled on days when school is not in session.
- A-6. Additional time may be granted for valid reasons at the discretion of the Superintendent and the School Committee.
- A-7. A teacher shall be granted a paid leave of absence for up to four (4) weeks for caring for a newly adopted child, provided that necessary documentation is submitted to the Superintendent in advance of the request. Said leave shall be deducted from the teacher's accumulated sick leave.

An additional two (2) weeks may be granted at the Superintendent's discretion, with that time deducted from the teacher's sick leave accumulation.

#### ARTICLE 19 EXTENDED LEAVES OF ABSENCE

- A. The C.E.A President shall be granted a paid leave of absence. Notwithstanding anything in this contract to the contrary, the President of the C.E.A. shall have the right to return to their building/grade/department, provided they exist when said leave is completed.
- B. A leave of absence without pay of up to two (2) years may be granted to any teacher with professional status who joins the Peace Corps or serves as an exchange teacher, and who is a full time participant in either program during such leave. Upon return from such leave a teacher will receive credit on the salary schedule for all full time experience gained during such leave of absence.
- C. Military leave, in time of National Emergency, will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence up to a maximum of three (3) years.
- D. A teacher 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.

- E. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- F. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored to the teacher upon their return, and they will be assigned to the same position which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- G. All requests for extended leaves of absence or non-renewals of leave under this Article will be applied for in writing. Any teacher on approved extended leave must notify the Superintendent by February 15<sup>th</sup>, in writing, if they intend to return to active employment the following school year. Failure to provide such notice will be treated by the Cambridge Public Schools as a voluntary resignation by the teacher from their position. This notification provision shall not be applicable to Article 19, Section A.
- H. The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination ("MCAD") guidelines with reference to maternity leave.
- I. A teacher of either sex is entitled to a leave of absence without pay for the purpose of caring for a newly-born or adopted child, 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 any more than two (2) consecutive years.
  - 3. Return from such leave shall be in September unless otherwise mutually agreed to by the teacher and the Superintendent.
  - 4. Unless otherwise mutually agreed to by the teacher and the Superintendent, a teacher who has taken a leave pursuant to this section must actually work one full year before being eligible for another such leave.
  - 5. A teacher 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.
- J. Upon approval of the Superintendent, a professional status teacher may be granted an extended leave of absence for up to one full school year for personal or professional reasons, to take effect at a specified school year in the future. The request must be made in writing by February 15 of the school year preceding the school year the leave is to be effective. If made earlier, the teacher may revoke the request for changed circumstances

up to said February 15, but it shall be irrevocable thereafter. A teacher may only have one such leave every seven (7) years.

#### ARTICLE 20 SABBATICAL LEAVE OF ABSENCE

A. Purpose:

Sabbatical leave is to provide an opportunity for the staff member to prepare for a higher quality of service to the School Department. Such leave will be granted for the following activities:

1. To engage in professional study;
2. To engage in research;
3. For travel and observation;
4. Acceptance of fellowships granted by accredited colleges and/or universities for not more than one year providing that any monies received from such fellowships shall be set off against sabbatical pay due.

B. Requirements:

1. For Study: The applicant for two semesters of leave shall outline a planned program to consist of not less than three-fourths of a full program as defined by the appropriate administrative authority of the college or university to be attended. The applicant for one semester of leave shall outline a planned program equal to a full program as defined by the appropriate administrative authority of the college or university to be attended.
2. For Research: The applicant for one or two semesters shall outline a planned program explaining the nature of the research, the goal and the value to the school department.
3. For Travel and Observation: The applicant shall submit a plan stating professional objectives to be sought.

C. Eligibility: Any permanent member of the professional staff who has served for seven (7) or more consecutive years in the School Department may request said leave. Subsequent leaves may be authorized after eligibility has been reestablished by service of an additional consecutive seven years. Not more than two percent (2%) of the total professional staff shall be granted sabbatical leave during any one semester.

D. Duration of Leave: A sabbatical leave may be granted only for one full semester or for two full consecutive semesters.

- E. **Application and Selection:** Application shall be made to the Superintendent on the form provided, on or before December 15, of the school year preceding that in which the leave is to become effective. The applicant shall be given an interview by the Office of Human Resources which shall evaluate each application on the basis of professional growth for the staff member and potential benefit to the School System, and shall make advisory recommendations to the Superintendent.
1. **For Study:** The applicant must submit their proposed plan of study, a statement of their professional purpose, and the expected value to the School System; and evidence of their admission to a college or university.
  2. **For Research:** The applicant must submit a proposal explaining the purpose of the research and how it will be conducted, and the expected value to the School Department.
  3. **For Travel and Observation:** The applicant must submit a detailed itinerary of the countries, areas, or institutions to be visited, the approximate time to be spent in each, and a statement of their purpose for such travel and the expected value to the School System. (In case the number of applicants exceeds that which is allowable in any one semester, the Executive Director of the Office of Human Resources shall recommend to the Superintendent priority on a comparative basis of value to any needs of the School System).
- F. **Compensation:** Payment of salary shall be made in accordance with the Committee for payment of salary to all members of the professional staff, based upon the salary he would receive were he on active status for the year in which leave is effective as follows:
1. **For Study:** One (1) semester - full salary. Two (2) semesters - one-half salary.
  2. **For Research:** One (1) or two (2) semesters - one-half salary
  3. **For Travel:** One (1) or two (2) semesters - one-half salary.
- G. **Remunerative work while on Leave:** A staff member may not engage in remunerative employment during a sabbatical leave without the approval of the Superintendent. Such approval will not be unreasonably withheld. Exceptions to this provision are scholarships and fellowships in the approved college or university which do not interfere with the staff member's program of study.
- H. **Report to the Superintendent and the Staff Council:** A staff member, upon the expiration of a sabbatical leave shall submit to the Superintendent and to the Staff Council a written report relative to the manner in which the leave was utilized. If the leave was spent in study, a transcript from the college or university attended certifying to the successful completion of the courses taken shall accompany the report; if in conducting research, a written report of the research, including a description of its purpose, methodology,

procedures, analysis, and results, and recommendation to the Superintendent. If in travel, substantial evidence of the place and institutions visited.

- I. Service Required After Expiration of Leave: A staff member who has been granted a sabbatical leave shall file with the Secretary of the School Committee a written agreement stipulating:
  - 1. that they will remain in the service of the School Committee for a period equal to twice the length of their leave;
  - 2. that in default of this agreement they will refund to the City of Cambridge the amount of salary received while on said leave unless it is ordered otherwise by the School Committee.
- J. Interruption of Leave: Interruption of the program of study or travel while on sabbatical leave, caused by serious illness, accident, or other emergency, must be reported to the Superintendent by registered letter mailed within ten (10) days of the interruption. The Superintendent and the Committee shall then review the case to determine the status of the individual concerned.
- K. Staff member shall return to their position if it exists, or substantially equivalent position.

#### ARTICLE 21 SUBSTITUTE TEACHERS

- A. Every reasonable attempt will be made to secure a substitute teacher from the first day of the regularly assigned teacher's absence. It is agreed that the Cambridge School Department actively recruit substitutes in areas of critical shortage by making use of all available facilities such as: news media, trade unions, Veterans Administration vocational programs, and Massachusetts Rehabilitation Programs.
- B. In each building the administrator shall prepare a written explanation for every substitute describing the operation of the school facilities.
- C. Teachers will report absences at least one (1) hour before the starting time for their school, when possible.

#### ARTICLE 22 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or

other professional improvement sessions at the request of and with the advance approval of the Superintendent of Schools.

- B. When vouchers are received by the Superintendent's office, written notification will be sent to the cooperating teacher who must accept the voucher within ten (10) days if he wants to claim it. At the end of each semester a list of unclaimed vouchers will be sent to the Association and Principals/Heads of Upper Schools for posting. Teachers may request unclaimed vouchers from the Office of the Superintendent.

- C. Tuition Reimbursement

- C-1. Teachers will be eligible for tuition reimbursement for job-related educational courses. The maximum amount of reimbursement is \$1,500 per individual per contract year. To be eligible for reimbursement, prior approval by the Principal/Head of Upper School 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. Specialists may be reimbursed for pre-approved professional seminars, workshops and non-credit courses that are related to their required licenses after providing a syllabus and other appropriate documentation of the seminar, workshop or course.

- C-2. The total tuition reimbursement amount shall not exceed \$150,000 per year. Fifty thousand dollars (\$50,000.00) will be set aside for each semester in each year, and any remaining unexpended monies will roll forward to the next semester but any monies that remain at the end of the fiscal year will expire.

Effective September 1, 2019, the total tuition reimbursement amount shall not exceed \$180,000.00 (one hundred eighty thousand dollars) per year. Sixty thousand dollars (\$60,000.00) will be set aside for each semester in each year, and any remaining unexpended monies will roll forward to the next semester but any monies that remain at the end of the fiscal year will expire.

- C-3. Requests for initial approval of tuition reimbursement shall be made to the Executive Director of the Office of Human Resources who shall establish rules, including a review process, for determining which requests shall be approved. Unit members who are submitting requests for tuition reimbursement for RETELL do not need to adhere to the semester deadlines set forth above, but such requests will be reviewed at the start of the semester following the submission and if any monies remain unused in the tuition reimbursement pool after all timely and fully documented tuition reimbursement requests are processed, such RETELL tuition reimbursement requests will be processed, on a first come, first served basis. The deadline for submission of requests for tuition reimbursement is as follows: (a) Fall Semester – September 30<sup>th</sup>; (b) Spring Semester – January 30<sup>th</sup>; and (c) Summer Semester – June 10<sup>th</sup>. In addition, all documentation (including course grade reports and paid tuition request) submitted in support of reimbursement payment must be received no later than sixty (60) calendar days following

completion of the course. Exceptions to the sixty (60) day rule, for up to an additional sixty (60) days, will only be made if failure to comply is due to the documented delay by the university in issuance of final paperwork. Requests that are submitted after the deadlines detailed above will be reviewed at the start of June of each year. If any monies remain unused in the tuition reimbursement pool after all timely and fully documented tuition reimbursement requests are processed, such untimely, fully documented tuition reimbursement requests will be processed, on a first come, first served basis.

- C-4. Reimbursement upon completion of an approved course shall be requested on an appropriate form determined by the School Department, with documentation of the completed course with the minimum grade requirement.

#### ARTICLE 23 PROTECTION

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to their immediate supervisor and to the Superintendent. A brief written report to the teacher of specific action taken will be made by the Superintendent and/or immediate supervisor within as reasonable time as possible.
- B-1. Specifically, included, relative to this section, shall be assault by a public school student or any other individual which can reasonably be shown to have arisen in connection with the performance of the teacher's duties, wherever such assault may have occurred; provided, however, full cooperation is given to the Office of the City Solicitor in the prosecution of the case.
- B-2. Any damage to a teacher's property wherever located including their residence which can be reasonably shown to have been caused by Cambridge Public School student(s) and/or other persons as a revengeful act arising out of the teacher's performance of their duties shall be fully compensated by the School Department (less insurance compensation) provided the incident is fully and promptly reported on forms provided by the Office of the City Solicitor and provided there is full cooperation on the part of the teacher with that Department in any prosecution.
- B-3. A teacher who as a result of performance of their duties is sued shall be defended by the Office of the City Solicitor provided the teacher agrees to be represented by the Office and fully cooperates.
- B-4. Whenever a teacher or any other employee covered by this Contract is assaulted by a student or any other individual, a full and complete written report of the incident will be forwarded to the Superintendent to be forwarded to the City Solicitor's office as soon as possible. The incident report will be a detailed account of the assault which will include statements from the victim and/or witnesses. Notification that a claim has been filed will immediately be sent to the C.E.A. President. The victim will agree to fully cooperate with the City Solicitor's Office and/or any other governmental entity should it be



necessary to prosecute in the criminal court or take action in a civil court. Given these conditions, the City Solicitor will vigorously pursue legal action against the student, parent and/or legal guardian or any other individual.

- B-5. The City Solicitor will decide all issues of interpretation and application of this provision.

#### ARTICLE 24 PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury because of an accident, including an assault, not specifically caused by their own negligence and occurring in the scope of their employment and the performance of their duties, they shall be paid their full salary during the period of their absence from school and such absence shall not be charged against sick leave, subject, however, to the following conditions:
1. If any time the teacher receives on account of the personal injury workers' compensation benefits, the amounts received on account of Workers' Compensation shall be deducted from the teacher's salary, irrespective of whether the teacher is absent from school or has resumed their duties wholly or in part.
  2. In no event shall a teacher who is so absent from school continue to receive their full salary for a period in excess of two (2) years unless the teacher's employment is sooner terminated by retirement, resignation or discharge and in that event, the salary shall terminate in retirement, resignation or discharge.
  3. The teacher must fill the appropriate form or forms as required by the Workers' Compensation Act and the rules and regulations promulgated thereunder.
- B. In the proper performance of their employment the Committee will reimburse teachers for:
1. Any clothing or other personal property damaged or destroyed.
  2. The cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained provided that the claim for such reimbursement is approved by the Workers' Compensation agent of the City of Cambridge.

#### ARTICLE 25 INSURANCE ANNUITY AND DENTAL PLAN

- A. Life Insurance: The Committee will pay seventy-five percent (75%) of the cost for \$2,000 term life insurance plan presently available to teachers.

B. Health Insurance:

1. The following medical insurance plans are offered:

- a. HMO Insurance Offerings: Employees may participate in Blue Choice (a BC/BS HMO plan product), with benefits outlined as attached, Harvard Community Health Plan, or other plans available to City employees. The City will pay eighty-five percent (85%) of the premium of all HMO plans offered by the City, and the employee will pay fifteen percent (15%).

Employees hired to start effective September 1, 2014 or thereafter and employees returning to employment after a separation from employment to start effective September 1, 2014 or thereafter will pay a 25% health insurance contribution rate in exchange for \$400.00 being added to the base salary after the 2% wage adjustment is applied effective on September 1, 2014 for all employees. Such amount to be pro-rated for part-time employees. Effective September 1, 2015, all employees currently paying 15% for health insurance will pay a 20% health insurance contribution rate in exchange for the additional 1.6% increase in base wages for all employees described above. Such amount to be pro-rated for part-time employees.

A one-time \$200.00 bonus, payable to all employees on the active payroll as of June 1, 2015, will be paid out no later than August 28, 2015. Such amount to be pro-rated for part-time employees.

It is understood and agreed, that if any portion of the health insurance contribution rate changes set forth in the paragraphs immediately above, which are an essential component of the parties settlement is determined to be invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the City shall have no obligation to pay or continue in effect the additional \$400.00 being added to the base salary on September 1, 2014; the one-time \$200.00 bonus, payable to all employees on the active payroll as of June 1, 2015, payable no later than August 28, 2015; or the additional 1.6% being added to the base salary on September 1, 2015 (all such amounts to be pro-rated for part-time employees) set forth in Article 25 (1)(a) which is specifically linked to the increases in employee health contributions until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

- b. Indemnity Medical Insurance Offering: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety nine (99%) percent of the premium of that plan.
  - c. If the minimum amount of the employee contribution for health insurance changes as a result of enactment of new laws by the legislature of the Commonwealth of Massachusetts, then the parties will agree to reopen the collective bargaining agreement for the period of September 1, 2006 through August 31, 2009 solely for the purpose of discussing the impact of the new law on the employee contribution to health insurance.
2. The City will provide a rider for coverage of unmarried, dependent children who are full-time students up to age 25.
3. Where the plan requires a second opinion, the time taken to obtain such an opinion shall not be deducted from sick leave. It is understood that the member shall endeavor to schedule such appointments in non-school time. A separate account in the sick leave bank shall be established for the specific purpose of providing whole or partial day coverage for required second opinions. An initial contribution of twenty-five (25) days shall be allocated to fund the aforementioned separate account and shall be repeated effective September 1 of each school year. If this allotment is exhausted, negotiations for the purpose of continuing the funding of said account shall commence immediately.
4. 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 \$750 payable on a monthly basis at the rate of \$62.50 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. 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 condition limitations. Employees can elect coverage at open enrollment without limitation as to other coverage. Starting July 1, 2007, 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 \$900.00 (nine hundred dollars) payable on a monthly basis at the rate of \$75.00 (seventy-five dollars) 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. Starting July 1, 2008, 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 \$1,000.00 (one thousand dollars) payable on a monthly basis at the rate of \$83.33 (eighty-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, 2014, increase annual sum of health insurance waiver from \$1,000.00 (one thousand dollars) to \$1,600.00 (one thousand six hundred dollars) payable on a monthly basis at the rate of \$133.34 (one hundred thirty-three dollars and thirty-four cents) per month.

5. Employee health insurance premium contributions will be made on a pre-tax basis, in accordance with applicable law.
  6. The City 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.
- C. Annuity Plan: Teachers will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370 except that the City Treasurer and the Chief Operating Officer will set up guidelines to establish enrollment and renewal dates and that deduction be in the same amount from each check in round amounts; i.e., no part of a dollar.
- D. Dental Plan: A Dental Plan will be offered effective July 1, 1983. The following contribution, per staff member, per week, shall be made by the School Committee.

<u>Effective Date</u>	<u>Amount</u>
September 1, 2020 - August 31, 2021	\$13.00

Said Dental Plan shall be administered exclusively by the Cambridge Public Employees Dental and Vision Fund.

Should the trustees of said fund inform the City and the Association 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 employer and the employee.

#### ARTICLE 26 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

- A. The School Committee will continue its policy of providing sufficient funds to insure that each pupil in classrooms has proper instructional materials, including textbooks, for their own use.

- B. The Committee shall annually establish, at the beginning of the school year, an "Instructional Materials Reimbursement Account" for each member of the bargaining unit. The purpose of this account shall be to reimburse Unit A & B members for out-of-pocket expenses for classroom and other instructional materials used in the course of their employment with the Cambridge Public Schools. Effective July 1, 2016, the annual reimbursement amount per individual shall not be more than \$450.00 (four hundred fifty dollars). The reimbursement will only be paid to members of the bargaining units who are active employees within the Cambridge Public Schools and not to members of the bargaining unit who are on leaves of absence from their employment within the Cambridge Public Schools.

Unit members shall be reimbursed for purchases made between July 1 and March 1 of any year upon submission of receipts documenting such expenses on an appropriate form as determined by the School Committee in consultation with the Association. Purchases may be made between the months of March 1 and July 1; however, unit members cannot make application for reimbursement for such expenditures until after September 1<sup>st</sup> of the new school year.

#### ARTICLE 27 DEDUCTIONS

- A. The Committee agrees to deduct from the salary of its employees dues for the Cambridge Education Association, Massachusetts Teachers Association or the National Education Association or any combination of said Associations as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Associations. Teacher authorizations will be in writing on the legally permissible form provided by the Association.
- 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 one (1) week prior to the preparation of the payroll from which the deductions are to be made.
- D. If it is mechanically feasible, the Committee agrees to deduct from teachers' salaries for National Education Association and/or Massachusetts Teachers Association services and programs as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. The procedures governing notification to the Committee, the frequency and manner of deduction, revocation of authorization, and the like, will be similar to those set forth above regarding dues deductions, to the extent that those procedures are appropriate. It is expressly

understood that any deductions which a teacher may authorize the Committee to make from their earnings will be deducted in equal installments from each paycheck received by said teacher during the year.

- E. 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 (30<sup>th</sup>) day of such employment or 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 M.G.L.c. 150E, §12, or elsewhere in the General Laws. The Association further agrees as a condition of this provision to admit to membership any 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.
- F. Should the Cambridge Education Association contract for a teachers' dental plan, independent of the City of Cambridge, the School Committee will authorize the use of its facilities in support of a payroll deduction system.

#### ARTICLE 28 RECOMMENDATIONS

- A-1. The Committee and the Association agree that a faculty committee in a school is an excellent procedure for open and effective communication between a Principal/Head of Upper School and their staff.
- A-2. The faculty committee shall be elected on a representative basis. Such committee will also include CEA faculty representatives and Cambridge Education Association officers on the staff. Such committee shall meet to review and discuss mutual concerns and make recommendations for their solution. Meetings of the faculty committee with the Principal/Head of Upper School shall be held at least once a month during the school year.
- A-3. The faculty advisory committee will also serve as an advisor to the Principal/Head of Upper School concerning the content for in-building early release days, including, but not limited to, professional development activities.
- A-4. For the faculty committee to function effectively, recommendations must be given due consideration in decisions that are made. It is recognized, however, that the Principal/Head of Upper School, by virtue of their position, has the ultimate responsibility for administration of the school.

- A-5. Said faculty committee shall be optional and need for such shall be determined by the consent of the staff. A positive vote of the staff indicates that the faculty committee shall be established.
  
- B. For the life of this Contract there shall be elected by the school staff an Advisory Board that shall meet directly with the Superintendent of Schools to discuss and advise upon matters of curriculum, including major district-wide program initiatives, personnel and other professional issues relating to the schools. The composition of the Advisory Board and its meeting frequency will be agreed upon between the Superintendent and the President of the Cambridge Education Association.

The Board has the power to pass resolutions and make recommendations, but adoption of the same is at the discretion of the Superintendent and subject to the action of the School Committee. This Board is to deal with general policy issues only and is not to be confused with any type of negotiating council, bargaining group, or forum for individual complaints.

#### ARTICLE 29 GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in its activities.
  
- B. The Committee will see that no promotional procedures are scheduled so as to be in conflict with professional meetings of the Association.
  
- C. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
  
- D. The Committee will, upon request, provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
  
- E. A copy of the official Agenda of each School Committee meeting will be given to the Association at the same time it is made available to the School Committee. A copy of the official report of each meeting, containing public documents will be given to the Association after the minutes are approved by the Committee.
  
- F. The Association and the Committee will share equally the cost of printing an initial one thousand two hundred and fifty (1,250) copies of this Agreement. A copy will be supplied for each teacher. Either party may print additional copies at their own expense.
  
- G. If any provisions of the Agreement or any application of the Agreement to any employee, or group of employees, shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by

law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

- H. This Agreement constitutes Committee policy and Administrative policy and administrative regulations for the term of said Agreement with respect to commitments contained therein, and the Committee and the Administration will carry out those commitments and give them full force and effect as Committee policy and Administrative regulations.
- I. In-service academic administrative courses and workshops should be provided making use of the personnel from colleges and universities and giving consideration to qualified personnel from within the Cambridge School system.
- J. Every effort will be made to equally distribute school facilities and equipment throughout the school system.
- K. The Association shall be notified of all special Committee meetings.
- L. It is recognized that members of the community have the right to visit classrooms provided they comply with published established administrative procedures in doing so, including prior notification of the teacher involved.
- M-1. No teacher with professional status shall be laid off as a result of a reduction in force if that teacher with professional status is qualified for a position occupied by a teacher with less seniority in the Cambridge School system, subject to the provisions of paragraph (a).
  - a. No minority teacher will be laid off as a result of a reduction in force. "Minorities" means those racial/ethnic groups defined by the City of Cambridge School Department definitions in its racial balance plans of September 1, 1980.
  - b. The term "qualified" as used herein shall mean having on file with the Committee, prior to any layoff notice, evidence of certification required pursuant to G.L.c. 71, Section 38G, indicators of job performance shall also include other matters reflected in a teacher's personnel records, including attendance, discipline, training and education, and meeting the program requirements and other qualifications for the position in question.
  - c. In the event of a proposed layoff, the Committee shall determine the programs and curriculum to be retained, modified or added. The School Committee will consult with the Cambridge Education Association concerning the qualifications and program requirements for the retention of teachers in positions in the school system prior to promulgating such qualifications and program requirements for the ensuing school year.



- d. In the event that it is determined by the School Committee that, in the application of this Article, a teacher's qualifications render them ineligible for any position held by a less senior teacher, then said teacher shall have the right to be retrained so as to qualify for an existing position within the school system.
- e. Retraining: The following process shall be implemented for the retraining of staff:
  - i. The School Committee reserves the right to establish reasonable and suitable methods of retraining as is required under this Article.
  - ii. The expense of the reasonable and suitable methods of retraining shall be borne by the School Committee.
  - iii. A teacher must have by May 15 a certification and/or a letter from the State Department of Education stating that the teacher has completed all requirements for certification and that the certificate of certification is in process of being issued and/or present clear evidence that they shall complete all the requirements for certification by June 30.
  - iv. A teacher must have successfully completed any prescribed training program prior to the start of the school year, providing that the standards established for the course(s) are reasonable.
  - v. Teachers entitled to retraining must identify, by seniority, from a list of possible positions provided by the Superintendent, only one position for which they seek to become qualified. There shall be only one such round of identification.
  - vi. Teachers given notice of layoff shall be entitled to execute "waivers" in the form attached hereto. (See appendix.)
  - vii. Teachers on layoff status may participate in the retraining identification process set forth above.

M-2. A teacher with professional status laid off pursuant to Section M-1 above shall have rights as follows to vacancies occurring within the first twenty-four (24) months following the first day of their layoff:

- a. Laid off teachers will be recalled to vacancies in programs in which they last taught as listed below by seniority (last out, first back), except as prescribed in Article 29, M-1 (c).
- b. Any vacancies in the programs listed below which remain unfilled after recall within programs will be offered to laid off teachers certified for such vacancies

according to seniority, provided that the Superintendent so recommends, which recommendation will not be unreasonably withheld.

- c. For the purpose of this section, programs will be those programs and qualifications determined by the School Committee in consultation with the Cambridge Education Association pursuant to Article 29, M-1 (c).
  - d. Vacancy means any open full-time position that exists in the bargaining unit. It is understood that the term vacancy does not apply to openings of short duration, or of a temporary nature.
  - e. Notification of recall shall be by certified or registered mail return receipt requested sent to the last home address listed in the teacher's personnel folder. Any teacher who does not file an acceptance in writing of the offer of recall with the Executive Director of Human Resources within fifteen (15) calendar days of the delivery to said last home address shall lose all recall rights.
  - f. Teachers recalled after layoff shall be placed on the salary step appropriate under School Committee leave of absence policy and practice for teachers who have been absent from work.
  - g. Unless there are extraordinary circumstances, sixty calendar days (60) notice exclusive of customary vacation periods shall be given to any teacher before their layoff.
  - h. Laid-off members may continue their group health, life and other similar city benefits coverage in accordance with applicable law.
  - i. Any teacher on lay-off who wishes to substitute shall so inform the Office of the Superintendent upon layoff. Such teachers shall have first preference for substitute calls.
- N. No teacher with professional status shall be discharged or otherwise disciplined without just cause.
- O. Procedures and forms for evaluation of administrators will be developed and implemented.
- P. The Committee will publish annually an updated seniority list prior to April 15th.
- Q. 1. The school department shall reimburse each member of the bargaining unit who purchases one, up to 65% of the cost of a "T" pass, up to a maximum of \$60 per month.

2. Hubway Membership: Effective three months after ratification, the City shall offer Hubway membership to unit members on the same terms as non-union employees.
- R. In order to foster a stronger, more collaborative relationship with the Association, the Cambridge School Department agrees to seek Association input before any merger or closure of schools is recommended to the Cambridge School Committee. The purpose of this clause is so that the Association and the administration can assist one another in making any such merger or closure a more positive and supportive experience for our members. This clause is not intended to diminish the administration's managerial rights. Nor is it intended to waive the Association's contractual and legal rights.
- S. A teacher in a high school will report to the Principal or Assistant Principal, Dean and, in the elementary school, to the school Principal or Assistant Principal, and in the upper school campus to the building Principal, Assistant Principal or Upper School Administrator, the name of any pupil who violates rules of the school. The supervisor may request a written report. Within ten (10) days, the supervisor will notify the teacher, in writing, of the disposition of the case and the reasons for the decision.
- T. During the first three (3) consecutive school years of service, the employees in the position of occupational therapist and physical therapist will be subject to annual renewal or non-renewal of their contracts. Once an occupational therapist or physical therapist has started their fourth year of service in the Cambridge Public Schools, they will be regarded as an employee whose employment is subject to just cause and is not subject to annual renewal/non-renewal provided that they have a current valid license in effect.
- U. 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 building 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 them.

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 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 the 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 building union representative is present, a CEA officer will be contacted and the employee may select another CEA member to accompany them.

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, they will have five (5) calendar days to evaluate the 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.

#### ARTICLE 30 NO STRIKE

During the term of this Agreement, the Association agrees that they will not cause, condone, sanction or participate in any strike, walkout, slowdown, or work stoppage. If, during the term of this Agreement, new state or federal legislation becomes effective which allows any practice precluded by the preceding, the School Committee or the Cambridge Education Association may re-open negotiations on this article.

The Association and its members individually and collectively agree that if there is a violation of this clause, any or all teachers violating this clause will, at the discretion of the Committee, be subject to disciplinary action, including discharge, suspension, or complete loss of seniority, and the matter will not be arbitratable.

#### ARTICLE 31 SCHOOL COMMITTEE 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.

#### ARTICLE 32 EMERGENCIES

In the event of an emergency, the Committee shall have the right to make necessary changes in the provisions of this Contract for the best interests of all pupils and teachers for the duration thereof. The School Committee will consult with the Cambridge Education Association before taking any action if possible.

New construction of school buildings which involves the demolition of buildings and the displacement of pupils will constitute an emergency under this Article.

#### ARTICLE 33 VOLUNTARY CAREER CHANGE OPTION

The Committee and the Association agree to a career change option which shall include the following features:

The purpose of this plan is to facilitate a voluntary change in career for those teachers desiring to afford themselves of this opportunity.

This option to facilitate retraining in another career will be available, on a voluntary basis, to not more than fifteen (15) teachers in any year. This plan is open to specific types of teaching personnel identified by the School Committee by January 1st of each year after consultation with the C.E.A. To be eligible, teachers must have at least fifteen (15) full years of active full-time service in the Cambridge Public Schools. Teachers electing this option will be granted either a half-year leave at full pay or a full-year at half pay. A decision to elect this option shall be irrevocable and must be accompanied by a letter of resignation or retirement to take effect immediately upon termination of the leave. This letter must be received no later than February 15. The leave will take place effective the following September or February depending on the option approved.

However, this option will be offered at the discretion of the School Committee.

#### ARTICLE 34 JOB SHARING

- 1-A. For the purpose of this Agreement, job sharing will mean the occupation of a single staff position by two (2) individuals with each assignment being half-time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Committee and the Association.
- 1-B. Applications for job sharing shall be filed by the teacher(s) with the Committee and the Association prior to February 15 of the school year preceding the effective date of job sharing. Teachers shall be informed of their job sharing assignment prior to the close of school in June, if possible.
- 1-C. The teacher partners shall be teachers with professional status in the Cambridge School Department.
- 1-D. The Committee shall consult with the Association concerning the evaluation of the program.
- 1-E. No teacher in the System shall be involuntarily transferred in order to create job-sharing positions.
- 1-F. Job sharing assignments shall be for a period of one year and shall terminate at the end of each school year.

- 1-G. When a job sharing position is terminated, the teacher(s) will be assigned to the same position which they left prior to job sharing, if available. If that position is not available, they will be assigned to a substantially equivalent position.
- 1-H. When a teacher is being selected for job sharing by the Superintendent, the teacher's certification, area of competence, major and/or minor fields of study, quality of teaching performance, and the number of potential job sharing requests in the program or building shall be the criteria used. All factors being approximately equal, seniority shall prevail.

2. COMPENSATION:

- A. Teaching salary will be pro-rated at 50%. The experience and educational step for the teacher will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction (50%) will be computed.
- B. Seniority will accrue to a person in a job sharing position on a pro-rata basis.
- C. Sick and personal leave will be pro-rated at 50%.
- D. Fringe benefits will be pro-rated at 50%. The cost of the fringe benefit package shall not exceed full family benefits for a full-time employee.

ARTICLE 35 CODE OF ETHICS

It is agreed that the NEA Code of Ethics and the Massachusetts Association of School Committee Code of Ethics shall indicate the principles both parties adhere to.

ARTICLE 36 NEW TEACHER ORIENTATION AND TRAINING

All newly hired teachers shall be required to participate in a new teacher orientation program of not more than eighteen (18) hours duration during the two weeks in August prior to the date on which Unit A members report to work, at no additional compensation. This orientation program will be developed by the School Department and the Association.

In addition, all newly hired teachers shall be required to participate in a new teacher training program developed by the School Department and the Association. This program will have a maximum time commitment of not more than twenty-five (25) hours duration over the school year. This program will be without additional compensation, but the School Department will provide PDP's and increment or Master's Plus for incremental credit to the participants. Individuals who are selected to serve as mentors for a new teacher under the New Teacher Induction Program will receive a stipend of \$2,000 (two thousand dollars) for serving as a



mentor to a new teacher during the new teacher's first year in the Cambridge Public Schools. Individuals who are selected to serve as a mentor for two or more new teachers under the New Teacher Induction Program, during the teachers' first year in the Cambridge Public Schools, will receive a stipend of \$2,500 (two thousand five hundred dollars). Individuals who are selected to serve as mentors for a new teacher under the New Teacher Induction Program will receive a stipend of \$1,000 (one thousand dollars) for serving as a mentor to a new teacher during a new teacher's second year in the Cambridge Public Schools. Individuals who are selected to serve as mentors for two or more new teachers under the New Teacher Induction Program during the teachers' second year will receive a stipend of \$1,500 (one thousand five hundred dollars).

ARTICLE 37 TEACHERS PROVIDING SERVICES TO  
STUDENTS PURSUANT TO THE IDEA

- A. The Cambridge Public Schools and the Cambridge Education Association concur that a full continuum of services and full range of delivery models shall be available to all students receiving services pursuant to the Individuals with Disabilities Education Act (IDEA), as determined by their Individualized Education Programs (IEP). The Cambridge Public Schools and the Cambridge Education Association concur that all students are entitled to education in general education classrooms, in accordance with the IDEA, in the Least Restrictive Environment, and they are mutually committed to fulfilling this objective in all schools and programs throughout the system.
- B-1. The assignment of students receiving services pursuant to the IDEA to general education classrooms in all schools and programs throughout the Cambridge School System shall be made consistent with applicable state and federal law, the determination of the student's TEAM and the Cambridge school assignment policies. Nothing in this article is intended to affect the legal rights of any student in the Cambridge Public Schools.
- B-2. All members of the bargaining units shall be eligible to participate in training programs for educating students receiving services pursuant to the IDEA. Teachers shall be consulted in the design, scheduling and implementation of this training. Priority shall be given to training teachers who are assigned students receiving services pursuant to the IDEA.
- B-3. Teachers shall not be requested nor required to perform any medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding and drainage) or custodial care procedures (such as diapering, toileting and tube feeding) for students. Teachers may be required to attend training on such procedures in order to be prepared to respond in an emergency situation. Such training shall be during the teacher's duty day, or the teacher shall receive compensation at the workshop rate for training taken during non-duty time.
- B-4. The assigned general education classroom teacher during the school year or the next receiving teacher at the end of the school year (if identified) and/or general educator

representative who has knowledge of the grade level and /or curriculum shall assist in the development of the IEP at the TEAM meeting. Said teacher will be released from other assignments/duties as needed for this purpose. In compliance with Article 10, Section A, every effort will be made to identify the receiving teacher prior to the end of the school year.

- B-5 A general education classroom teacher has the right to request through the TEAM chairperson a reconvening of the TEAM to review, amend, or terminate the IEP, in accordance with applicable state and federal regulations. This meeting will be scheduled in accordance with applicable law.
- B-6 A general education classroom teacher shall be consulted prior to the selection of their support staff providing services to students receiving services pursuant to the IDEA. Teachers will be involved in interviews of such support staff. Training will be provided for such support staff.
- C. In an effort to enhance the advancement of the District's effort to fulfill its goals, the Association and the Committee will establish the following procedure to consider any concerns of general education classroom teachers regarding students assigned to their classes who are receiving services pursuant to the IDEA:
  - 1. The general education classroom teacher discusses their concerns with the Principal/Head of Upper School. If not resolved,
  - 2. The general education classroom teacher discusses their concerns with the Director or Assistant Director of the Office of Student Services. If not resolved,
  - 3. The general education classroom teacher discusses their concerns with the Superintendent or designee.
- D. The parties agree that the Association and the Committee shall utilize the following procedure to address policy issues regarding the assignment of students subject to services pursuant to the IDEA;
  - 1. The Superintendent and appropriate administrative staff agree to meet with the Association to discuss any specific policy concerns.
  - 2. The policy concerns will be reviewed by the Superintendent and other appropriate administrative staff.
  - 3. The Superintendent and/or other appropriate administrative staff will then hold a follow-up meeting with the Association.

Appendix A: Salary Schedules September 1, 2020 – August 31, 2021

The District agrees to eliminate the first step from all the lanes, effective September 1, 2014, replacing it with a ten step system where the old step two, (subject to agreed wage changes) become the new step one, old step three becomes the new step two, etc. This change is in explicit recognition of the increased health insurance premium costs that new members will face effective September 1, 2014. Current employees not at the top step will be placed on the appropriate step to receive the regular dollar amount increase (plus COLA) provided in the current step system (including those who change lanes).

TEACHER SALARY SCHEDULE

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

Step	BAC	MAS	M15	M30	M45	M60	DOC
1	56,654.85	60,700.25	63,719.27	66,738.27	68,011.77	69,014.11	70,786.85
2	58,414.62	62,452.10	65,479.48	68,510.70	69,784.21	70,787.13	72,543.45
3	61,506.49	65,551.01	68,586.74	71,613.67	72,887.16	73,889.18	75,657.49
4	64,457.38	68,510.70	71,535.18	74,577.23	75,849.15	76,852.32	78,616.30
5	67,403.53	71,450.52	74,485.37	77,518.63	78,792.99	79,793.96	81,558.58
6	70,512.83	74,571.82	77,612.09	80,651.68	81,922.48	82,926.09	84,706.60
7	74,362.26	78,644.91	81,852.20	85,058.23	86,399.62	87,457.43	89,335.87
8	78,422.82	82,941.37	86,324.33	89,707.29	91,122.71	92,239.49	94,220.83
9	82,706.72	87,473.74	91,043.66	94,612.33	96,105.55	97,282.56	99,374.32
10	92,390.07	97,582.46	100,775.94	104,904.26	106,236.86	107,245.73	109,168.09

In addition to the annual step schedule specified above, teachers are eligible for additional salary steps which are based upon completion of years of total service to the Cambridge School system. These service steps, payable on or before December 1 of each year, are as follows;

Service Steps

9/1/20 - 8/31/21

Completion of 12 years service until the \$596 completion of 15 years.

After the 15th year until the completion of 20 years.

1,039

After the 20th year until the completion of 25 years.

2,505

After the 25th year of service until severance from the system.

3,648

Calculation of years of service for service steps shall be made on September 30th of each year.

Through August 31, 1985, all Committee approved leaves (paid and unpaid) will be used in the computation toward total years of service. From September 1, 1985, only contractually specified leaves will be used in the computation toward total years of service up to a maximum of two years. Effective September 1, 1988, unpaid leaves, except for contractually specified unpaid medical leaves up to one year (Article 19, Section C), shall not be included in the calculation of service.

The Service Step shall not be applicable to any member of the bargaining unit newly hired or transferred into the unit with an employment starting date after January 1, 1995.

#### Master's Equivalency for Teachers of Trade Subjects

The awarding of Master's equivalency applies only to teachers of trade subjects (which are currently defined as automotive, carpentry, graphic communication – print, and culinary arts) who are appointed directly from a trade training background as opposed to an academic training background and who have at least eight years of practical experience in their respective trade immediately prior to being appointed a trade teacher in the Cambridge Public Schools. Master's equivalency would be awarded after such a trade teacher completes three full consecutive years of service as a trade teacher within the Cambridge Public Schools.

The determination as to whether an individual is eligible for the awarding of Master's equivalency will be examined on a case-by-case basis and will be a determination that is made at the discretion of the Superintendent.

#### Career/Technical Education

Career/Technical Education shop teachers who are required to work more than the twenty-five (25) period per week specified in Article 5, Section E-1 of this contract will be paid the following stipends upon the condition that they obtain and maintain personal and program certification:

\$2,539 effective September 1, 2002

Career/Technical Education teachers who voluntarily teach more than three blocks per day or fifteen blocks per week as specified in Article 5, Section E-1 of this contract will be paid a stipend of \$4,000 (four thousand dollars) per block (pro rata for less than five (5) days per week) per semester upon the condition that they obtain and maintain personal and program certification.

Teacher Stipends  
Effective September 1, 2002

Adjustment Counselor/Mediation Specialist	\$1,289
Guidance Counselor	1,289
Psychologist	1,289
Registered Physical Therapist	1,289
Occupational Therapist	1,289
Special Class Teacher (Teaching mainly prototype 502.4 educable-trainable, multiple handicapped or emotionally disturbed students.)	1,605
Pre-School Special Needs Class Teacher	2,269
Teacher-in-Charge	3,215
District-wide Instructional Support Coach	3,215
CRLS Instructional Coach	2,500
Lead Teacher/Teacher Leader	3,215
Program Facilitator	3,215
Teacher Advisory Program	2,342

Effective September 1, 2017, Teachers-in-Charge, Teacher Leaders, Lead Teachers and Peer Educators who evaluate members of the bargaining unit shall receive a stipend of \$3,119.00 (three thousand one hundred nineteen dollars) annually per ten summative evaluations. Such stipend will be payable upon completion of the evaluation cycle. The stipend will be pro-rated for fewer summative evaluations, and the number of evaluations shall be at the discretion of the Superintendent or designee.

Effective September 1, 2010 there will be the following additional teacher stipend:

School-Based k-8 Literacy and Mathematics Instructional Coach	2,500
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District-wide Instructional Support Coach, CLRS Instructional Coach and School-Based K-8 Literacy and Mathematics Instructional Coach stipends will not be pro-rated unless the employee is appointed as less than 1.0 FTE. In that event, the stipend will be pro-rated based on the individual's total appointed FTE.

Part-Time Learning Disabilities Teachers

The part-time L.D. teachers currently working twenty hours per week shall be paid a two thirds (66.67%) pro rata teachers salary beginning September 1, 1982. Effective this date the part-time L.D. teacher (former L.D. tutor) shall be expected to fulfill all requirements of a regular teacher except that the length of the teaching assignment shall continue to be twenty (20) hours per week.

Appendix B: Salary Schedules September 1, 2020 – August 31, 2021

ADMINISTRATORS SALARY SCHEDULE  
(RATIO BASED ON MAXIMUM MASTERS DEGREE)

NOTE: The following salary schedule is effective September 1, 2020

	Ratio	1st Year	Ratio	2nd Year	Ratio	3rd Year	Ratio	4th Year
Assistant Principal (9-12)	1.35	131,736.32	1.40	136,615.44	1.45	141,494.56	1.50	146,373.68
Assistant Principal (K-8)	1.15	112,219.82	1.20	117,098.95	1.25	121,978.07	1.33	129,784.67
Coord (K-12) /Asst Director	1.20	117,098.95	1.25	121,978.07	1.30	126,857.19	1.37	133,687.97
Dean of Students	1.18	115,147.30	1.23	120,026.42	1.28	124,905.54	1.35	131,736.32
Director/Admin/DeanCurrProg	1.25	121,978.07	1.30	126,857.19	1.35	131,736.32	1.40	136,615.44

Appendix C: Salary Schedules September 1, 2010- August 31, 2021

Extra Curricular Activities  
Applicable only to the High School

It is understood that payment is authorized only for meetings which are conducted after the regularly scheduled school days established under the terms of this Contract and the side letter agreement regarding the CRLS Extracurricular Committee.

Payment for the months of September through December will be made at the end of December. Payment for months of January through June will be made at the end of June.

If the school department chooses to fill any of the positions set forth below, the following rates will apply:

ADVISORS

A Capella	\$4000
Aerospace Engineering/Astronomy	\$1500
Alpine Ski	\$4,000
American Sign Language	\$720
AP Coordinator	\$4,000
Arabic	\$1,500
Asian	\$1,500
Bike Advocacy	\$1,500
Biotechnology	\$720
Black Student Union	\$1,500
Business (Formerly YES Club)	\$720
Ceramics	\$720
Chess	\$720
Christian	\$720
Club 1 - Feminist	\$720
Club 4	\$4,000
Club Med	\$1,500
Computer Science	\$1,500
Drumline	\$1,500
Dungeons & Dragons	\$1,500
Environmental Action	\$1,500
Falcon Friends	\$720
First Robotics	\$1,500
French	\$720
Freshman Class	\$720
Global Awareness	\$720
Habasha	\$1,500
Habitat for Humanity	\$1,500
Haitian	\$1,500

Henna	\$720
History	\$1,500
Improv	\$1,500
Interact	\$720
Jewish Heritage	\$720
Junior Class	\$720
Junior State of America	\$1500
Korean Pop (K-Pop)	\$4,000
Latin	\$1,500
Latino	\$720
Literary Magazine	\$720
Marine Biology	\$1,500
Math	\$1,500
Media Arts	\$1,500
Model United Nations	\$4,000
Morning Basketball Association	\$1,500
Muslim Culture	\$720
National Honor Society 1	\$2,000
National Honor Society 2	\$2,000
Origami	\$720
Peer Mentors	\$1,500
Photography	\$1,500
Poetry/Spoken Word	\$1,500
Political Action	\$720
Project 10 East (Gay-Straight Alliance)	\$1,500
Register Forum (School Newspaper)	\$4,000
Rocket Team	\$1,500
Science Team	\$4,000
Senior Class	\$4,000
Sisters on the Runway	\$1,500
Sophomore Class	\$720
Spanish	\$720
Speech and Debate	\$4,000
Step Team	\$4,000
Student Government (1)	\$2,000
Student Government (2)	\$2,000
Underwater Robotics	\$1,500
UNICEF	\$4,000
Volleyball	\$720
Yearbook	\$4,000

Stipends are prorated for less than full completion of club advisor duties.



Other service agreements issued by the school department during the life of this agreement will be paid at the rates set forth in the service agreements.

Other Salary Schedule  
September 1, 2020 to August 31, 2021

A.	Driver Education Effective as of August 31, 2018	19.29 22.00
B.	Night School and Adult Education Teachers a. Without experience b. With experience	21.72 24.12
C.	Summer School Teachers Effective as of July 1, 2017 Effective as of August 31, 2018	34.00 35.00
D.	Evening School Principal	35.37
E.	Summer School Principal Effective as of July 1, 2017 Effective as of August 31, 2018	40.00 41.00
F.	The hourly rate for after school learning centers/extended day/homework center/after school MCAS tutorial prep teachers will be will be \$30.00 per hour. Effective August 31, 2018, the hourly rate for after school learning centers/extended day/homework center/after school MCAS tutorial prep teachers will be \$33.00.	
G.	Effective as of July 1, 2017 the hourly rate for site coordinators will be \$35.00 per hour. Effective as of August 31, 2018 the hourly rate for site coordinators will be \$36.00 per hour.	

Annual ten (10) month salary will be paid in twenty-four (24) equal installments, payable on the fifteenth (15th) and last day of each month, except that when the fifteenth or last day falls on Saturday or Sunday, the due installment will be paid on the Friday preceding.

Effective September 1, 2002, Unit A music teachers will be paid \$20.31 per hour up to the maximum of \$2,342 per person per school-year for night and weekend performances and rehearsals, other than P.T.A. (Parent Teacher Association) meetings, required and approved by Central Administration.

Effective as of August 31, 2018, Unit A music teachers will be paid \$24.00 per hour up to the maximum of \$2,765 per person per school year for night and weekend performances and rehearsals, other than P.T.A. (Parent Teacher Association) meetings, required and approved by Central Administration.

WORKSHOP LEADER RATE

The rates for workshop leaders shall be \$50.00 per contract hour.

WORKSHOP PARTICIPANT RATE

Effective for the period of September 1, 2020 through August 31, 2021, the hourly workshop participant rate will be \$40.00 per hour.

The workshop participant rate only applies to mandatory staff development and/or training under the provisions of Article 5 B-5(A) and Article 5 B-5(B) of the contract.

CURRICULUM DEVELOPMENT

All unit members who perform curriculum development work outside of the school day which has been preapproved by the Superintendent or designee that results in written district curriculum that can be disseminated and used within the school district will be paid at a rate of \$30.00 per hour.

SERVICE AGREEMENTS

Reasonably substantial service agreement opportunities in excess of \$1,000 shall be posted in schools. During vacations (July and August) service agreement postings will be forwarded to the CEA President, to each school building for posting and by placing the notice on the Cambridge School Department's job posting website.

Appendix C: Salary Schedules September 1, 2010 – August 31, 2021

COACHES SALARIES

(GIRLS AND BOYS)

<b>Athletic Coaching Stipends</b>	<b>09/01/17</b>
Baseball Head Coach	6,242
Baseball Freshman Coach	2,081
Baseball JV Coach	3,849
Baseball Varsity Coach	2,081
Basketball Head Coach	6,242
Basketball Freshman Coach	2,081
Basketball JV Coach	3,849
Basketball Varsity Coach	2,081
Cheerleading (Basketball) Advisor	3,121
Cheerleading Coach	3,121
Crew Head Coach	6,242
Crew JV Coach	3,849
Crew Novice Coach	2,081
Cross Country Head Coach	6,242
Football Freshman Coach	2,081
Football Assistant Coach	4,786
Football Head Coach	9,156
Football JV Coach	4,786
Golf Freshman Coach	2,081
Golf Head Coach	6,242
Gymnastics Head Coach	6,242
Gymnastics Freshman Coach	2,081
Gymnastics Assistant Coach	3,849
Hockey Head Coach	6,242
Hockey JV Coach	3,849
Indoor Track Assistant Coach	3,849
Indoor Track Head Coach	6,242
Indoor Track Freshman Coach	2,081
Lacrosse Head Coach	6,242
Lacrosse Freshman Coach	2,081
Lacrosse JV Coach	3,849

Lacrosse Varsity Coach	2,081
Outdoor Track Assistant Coach	3,849
Outdoor Track Head Coach	6,242
Outdoor Track Freshman Coach	2,081
Rugby Head Coach	6,242
Rugby JV Coach	3,849
Learn to Sail Advisor	3,954
Sailing Novice Aide	1,040
Sailing Novice Instructor	1,040
Soccer Head Coach	6,242
Soccer Freshman Coach	2,081
Soccer JV Coach	3,849
Soccer Varsity Coach	2,081
Softball Head Coach	6,242
Softball Freshman Coach	2,081
Softball JV Coach	3,849
Softball Varsity Coach	2,081
Swimming Assistant Coach	3,849
Swimming Head Coach	6,242
Swimming Freshman Coach	2,081
Tennis Head Coach	6,242
Tennis JV Coach	3,849
Volleyball Head Coach	6,242
Volleyball JV Coach	3,849
Volleyball Freshman Coach	2,081
Volleyball Varsity Assistant Coach	2,081
Wrestling Head Coach	6,242
Wrestling JV Coach	3,849
Wrestling Freshman Coach	2,081

Appendix C: Salary Schedules September 1, 2020 – August 31, 2021

VISUAL AND PERFORMING ARTS

Visual & Performing Arts Stipends	9/1/2017
A Capella	3,060
All City Band Assistant Director	1,530
All City Band Director	1,530
All City Chorus Assistant Directors (2)	1,530
All City Chorus Director Gr 4-5	1,530
All City Chorus Director Gr 6-8	1,530
All City Orchestra Director	1,530
Band	2,040
Choreographer for Musical	2,040
CRLS Spring Play	3,060
CRLS Winter Play	3,060
Dance Company	6,120
Dance Concept	1,530
Director of CRLS Musical	5,100
Drama Festival Play	5,100
Jazz Ensembles (2)	2,040
Musical Director of CRLS Musical	4,080
Orchestra	2,040
Upper School Band Assistant Director	1,530
Upper School Band Director (Jazz, Rock or Concert Band)	1,530
Upper School Director of Musical	2,040
Upper School Movement Ensemble	1,530
Upper School Music Director of Musical	2,040
Upper School Play	2,040
Upper School Small Ensemble (Percussion, Brass, Choral, String)	1,530

## APPENDIX D

## **Teacher, Caseload Educator and Unit B Administrators Contract Language**

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1) **Purpose of Educator Evaluation**

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

2) **Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article who are members of CEA Unit B, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **\*Artifacts of Professional Practice:** Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards, and products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- D) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- E) **Categories of Evidence:** For Educators, multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice and additional evidence relevant to one or more Standards of Effective Teaching Practice, and for Administrators multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice and



additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice.

- F) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- G) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- H) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's or Administrators evaluation. The type of plan is determined by the Educators or the Administrators career stage, overall performance rating, and the rating of Impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- I) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS), and shall also mean a plan developed by the New Administrator and the Evaluator for one school year or less.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary, and shall also mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
  - III) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement, and shall also mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the plan and if the Educator, Educator with PTS, Administrator or Experienced Administrator does not receive a proficient rating and the Educator, Educator with PTS, Administrator or Experienced Administrator may continue on a Directed Growth Plan at the discretion of the Evaluator or shall be placed on an Improvement Plan.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator and Educator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance, and shall also mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator's unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of the school year, the plan may include activities during the summer preceding the next school year.
- I) **\*DESE:** The Massachusetts Department of Elementary and Secondary Education.

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

- P) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- Q) **\*Formative Evaluation:** An evaluation conducted approximately mid-cycle which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan and performance on Standards and Indicators of Effective Teaching Practice, and an evaluation which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice.
- R) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator or Administrator practice in relation to Performance Standards, Educator or Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators or by individual Administrators, by the Evaluator, or by teams, departments, or groups of Educators or groups of Administrators who have the same role.
- S) **Peer Educator.** A professional status teacher with at least five years of distinguished experience in the Cambridge Public Schools who has been identified and selected by the Principal/Head of School, or Department Head, with the approval of the Superintendent of Schools, as a Peer Educator who is capable of supporting and furthering the professional growth and development of other professional status teachers with proficient or exemplary levels of performance through peer evaluation under the PEER Program.
- T) **Peer Educator Evaluation and Review Program (PEER Program):** A peer educator evaluation program with the objective of maximizing high performing educators' professional growth and effectiveness towards enhanced learning and achievement for all students, through educator peer evaluations conducted by those identified as Peer Educators.
- U) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- V) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.
- W) **New Administrator:** An administrator who has not completed three years in the position in the district.
- X) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom, school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator or the Administrator. Classroom observations will be at least a minimum of ten (10) minutes in length.
- Y) **Parties:** The parties to this agreement are the Committee and the Association.
- Z) **\*Performance Rating:** Describes the Educator's or the Administrator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's or the Administrator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district - wide.

**Proficient:** the Educator's or the Administrator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

**Needs Improvement:** the Educator's or the Administrator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

**Unsatisfactory:** the Educator's or the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

**AA) \*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

**BB) \*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

**CC) Rating of Educator or Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures.

**DDD) Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

**EE) Rating of Overall Administrative Performance:** The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Instructional Leadership
- ii) Standard 2: Management and Operations
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.

FF) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, and the rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teachers. These rubrics consists of:

- i) Standards: Describes broad categories of professional practice
- ii) Indicators: Describes aspects of each standard
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element

GG) **\*Summative Evaluation:** A document used to communicate a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's or the Administrator's performance against Performance Standards and the Educator's or the Administrator's attainment of goals set forth in the Educator's Plan.

HH) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71, §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

II) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

JJ) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's or the Administrator's rating on impact on student learning as high, moderate or low will be used for required reporting to the Massachusetts Department of Elementary and Secondary Education during the 2015-2016 school year in a manner consistent with state law and regulations and Massachusetts Department of Elementary and Secondary Education reporting requirements. Thereafter, at least three years of data from the district-determined measures and state assessments used in determining the Educator's or Administrator's rating on impact on student learning as high, moderate or low, will be used for required annual reporting to the Massachusetts Department of Elementary and Secondary Education in a manner consistent with state law and regulations and Massachusetts Department of Elementary and Secondary Education reporting requirements.

**3) Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator or the Administrator and the Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher and for Administrators, the appropriate measures of the Educator's or Administrator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's or the Administrator's role and responsibility.
- B) Observations and artifacts of practice including:
- i) Unannounced observations of practice.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator or Administrator work products.
  - iv) For Educators, examination of student work samples, and for Administrators, examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator or the Administrator, including:
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self – assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s);
  - iv) Student and Staff Feedback; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator or the Administrator. Other relevant evidence could include information provided by other administrators such as the superintendent and/or principals.

**4) Rubric:**

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

**5) Evaluation Cycle: Training**

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

**6) Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting or otherwise communicate with Educators, Administrators and Evaluators regarding the educator evaluation process. The superintendent, principal or designee shall:
  - I) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - II) Provide all Educators and Administrators with directions for obtaining a copy of the forms used by the district. These may be electronically provided and copies of these forms are attached at Forms Appendix. Additionally, forms substantially based on model forms issued by the DESE may be added to the electronic evaluation forms library as necessary.
  - iii) The meeting may be digitally recorded to facilitate orientation of Educators and Administrators hired after the beginning of the school year.

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

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator or the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 15th or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's or the Administrator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's or the Administrator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

**B) Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice and for New Administrators in their first year in a position, the Evaluator or their designee will meet with each Educator by October 15th (or within four weeks of the Educator's or Administrator's first day of employment if the Educator or the Administrator begins employment after September 15th) to assist the Educator or the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator or a New Administrator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals and the New Administrator may address appropriate shared team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary and for Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators and Administrators may include individual professional practice goals that address enhancing skills that enable the Educator or the Administrator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory and for Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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



- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus. Administrators meet with the Evaluator at the end of the previous evaluation cycle or by October 15th to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
  - ii) For those Educators new to the school and for those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
  - iii) The Evaluator shall meet individually with Educators with PTS and Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator or the Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's or the Administrator's signature indicates that the Educator or the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS and New Administrators**
- A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
    - ii) The Educator shall have at least four unannounced observations during the school year.
  - B) In their second and third years of practice or second and third years as a non- PTS Educator in the school:
    - i) The Educator shall have at least three unannounced observations during the school year.
  - C) New Administrators in the first year in a position shall have at least four unannounced observations during the work year.
  - D) In their second and third years in the position, Administrators shall have at least three unannounced observations during the work year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators with PTS and Experienced Administrators**
- A) The Educator and the Administrator whose overall rating is proficient or exemplary must have at least two unannounced observations during the evaluation cycle.
  - B) The Educator and the Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

- C) The Educator and the Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

**11) Observations**

The Evaluator's first observation of the Educator or the Administrator on a Developing Educator Plan should take place by November 15. Observations required by the Educator Plan should be completed by April 1st.

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

**A) Unannounced Observations**

- i) For Educators, unannounced observations may be in the form of partial or full period classroom visitations, instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. For Administrators, unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to, staff meetings, team meetings, classroom visits with supervising evaluator, walkthroughs, learning walks or individual conferences with students or parents/guardians. The educator or Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator or the Administrator in person, by email or other means of electronic/digital delivery, placed in the Educator's or the Administrator's mailbox or mailed to the Educator's or the Administrator's home.
- ii) Any Observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

**B) Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans, all Experienced Administrators on Improvement Plans and other Educators and Administrators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator or the Administrator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator, Educator or Administrator, the Evaluator and Educator or the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Educator or the Administrator may inform the Evaluator in writing of the nature of the lesson or activity, the student population or purpose served, the desired outcome and any other information that will assist the Evaluator to assess performance.

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

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

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

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

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

(2nd) Describe actions the Educator or the Administrator should take to improve their performance.

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

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

**12) Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators and Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators and Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice or Standards and Indicators of Effective Administrative Leadership Practice, as applicable.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed.

C) The Formative Assessment report provides written feedback to the Educator or the Administrator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator or the Administrator, the Educator or the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student

learning goals. The Educator or the Administrator may provide to the Evaluator additional evidence of the Educator's or the Administrator's performances against the four Performance Standards.

- E) Upon request of either the Evaluator, the Educator or the Administrator, the Evaluator and the Educator or the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator or the Administrator. All formative Assessment reports must be signed by the Evaluator, with digital signature acceptable, and delivered face-to-face, by email or other means of electronic/digital delivery to the Educator's or the Administrator's school mailbox or home.
- G) The Educator or the Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator or the Administrator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator or the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

**13) Evaluation Cycle: Formative Evaluation**

- A) At approximately mid cycle, the evaluator will determine whether the Educator or Administrator's performance may warrant a change in type of Educator Plan.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator or the Administrator about their progress towards attaining the goals set forth in the Educator Plan and performance on each performance standard and overall.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator or the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator or the Administrator may also provide to the Evaluator additional evidence of the Educator's or the Administrator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide to the Educator or the Administrator. All formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's or Administrator's school mailbox or home.
- E) Upon the request of either the Evaluator, the Educator or the Administrator, the Evaluator and the Educator or the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator or the Administrator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

- G) The Educator or the Administrator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator or the Administrator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator or the Administrator received, the Evaluator may place the Educator or the Administrator on a different Educator Plan, appropriate to the new rating.

**14) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan and for Administrators, the summative report must be written and provided to the educator by April 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator or the Administrator receives.
- D) For an Educator or an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's or the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice; and the Administrators shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.
- F) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator or the Administrator, the Educator or the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator or the Administrator may also provide to the Evaluator additional evidence of the Educator's or the Administrator's performance against the four Performance Standards.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator or the Administrator face-to-face, by email or other means of electronic/digital delivery or to the Educator's or the Administrator's school mailbox or home no later than April 1st or the next following school day if April 1st occurs on a weekend, holiday or school is otherwise not in session on that day.
- I) The Evaluator shall meet with the Educator or the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by April 15th.
- J) The Evaluator may meet with the Educator or the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Educator, the Administrator or the Evaluator requests such a meeting. The meeting shall occur prior to the end of the school year at a time mutually convenient to the Educator and the Evaluator or the Administrator and the Evaluator.
- K) Upon mutual agreement, the Educator and the Evaluator or the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L) The Educator or the Administrator shall sign the final Summative Evaluation report within five school days of receipt. The signature indicates that the Educator or the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator or the Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's or the Administrator's personnel file, either digitally or hard copy.

**15) Educator Plans – General**

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

iii) An outline of actions the Educator or the Administrator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator or the Administrator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments, and for all New Administrators.

B) The Educator and the Administrator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary and for those Experienced Administrators who have an overall rating of proficient or exemplary, and starting in 2015-2016 and after whose impact on student learning is moderate or high. A formative evaluation report or assessment is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary and for those Experienced Administrators who have an overall rating of proficient or exemplary, and starting in 2015-2016 and after whose impact on student learning is low. In this case, the Evaluator and Educator or the Evaluator and the Administrator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

C) 1. There shall be a Peer Educator Evaluation and Review Program. This program is initiated with the objective of maximizing high performing educators' professional growth and effectiveness towards enhanced learning and achievement for all students, through educator peer evaluations conducted by those identified as Peer Educators. Content areas to be identified by the Superintendent, and agreed upon by the Superintendent and the President of the CEA.

2. Selection and Identification of Peer Educators to participate in the Peer Educator Evaluation and Review Program as well as the number of Peer Educators to be selected in any given year shall be at the sole discretion of the Superintendent or designee. Educators interested in serving as Peer Educators must have demonstrated a deep and reflective understanding of the academic content that they teach, utilize multiple assessments to evaluate student learning and inform instruction, and continually reflect on student outcomes and make instructional decisions

that promote high levels of learning for all students. Interested educators who meet the minimum criteria may submit a request for consideration to be selected as a Peer Educator to the attention of the Superintendent or designee. Educators who are selected to be Peer Educators shall participate in training in how to conduct evaluations in accordance with the evaluation process set forth in Appendix D of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee.

3. Educators who are selected as Peer Educators may, at the discretion of the Superintendent or designee, be assigned participating teachers to evaluate and work with. The number of participating Educators assigned to a Peer Educator shall be no greater than two (2). Peer Educators, in consultation and coordination with their principal or other supervisor, shall be afforded four half days of release time per school year from regularly assigned duties in order to conduct their work as Peer Educators, including conducting announced and unannounced observations of and discussions with participating Educators that have been assigned to them.
4. Under the Peer Educator Evaluation and Review Program, Educators who will be starting a two-year Self-Directed Growth Plan cycle, may, request to be evaluated by a Peer Educator by informing their evaluator in writing by May 1st.
5. Upon receipt of such a request, the evaluator will consult with the principal, supervisor and/or other relevant administrators of the educator and submit a recommendation to the Superintendent or designee who will approve or deny the request.
6. The identification of the Peer Educator who will work with the participating Educator will be reviewed and determined by the Superintendent or designee, based on the recommendation of the Principal or other evaluator. The denial of an educator's request to participate in the Peer Educator Review Program and the identification or lack thereof of a Peer Educator who will work with the participating Educator will not be grievable or arbitrable. Once notified of the match, if the participating educator wishes to withdraw and be evaluated by the assigned administrator, s/he must request such a change within five school days. If the peer evaluator wishes to withdraw from evaluating a participating educator, s/he must request such a change within five (5) school days.
7. Once designated, the Peer Educator will work with the participating teacher and conduct a peer evaluation of the participating Educator in accordance with the provisions of the CPS Educator Evaluation process, with the applicable provisions of Appendix D of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee. Additionally, the Peer Educator will be expected to share with the participating Educator their knowledge and expertise in the content area, including strategies for effective instruction that advance the learning of each individual student with respect for the diversity of the students they teach, utilization of varied assessments to inform instruction and facilitate high levels of student learning and achievement, and creating learning environments that promote high levels of learning and achievement for all students.



At the conclusion of Year 1 of the Self-Directed Growth Plan, and after submission of the Formative Evaluation Report, the Peer Educator will meet with the participating Educator and the Principal or Educator's supervisor to discuss whether continued work with the Peer Educator is recommended. If continued work with the Peer Educator is recommended and if the participating Educator and Peer Educator express Interest and mutually agree to continuing their work together, and the Principal or other supervisor approves the request, the participating Educator may continue to work with the Peer Educator during the second year of the Self-Directed Growth Plan, through Summative Evaluation. The denial of a participating Educator's request to continue to participate in the Peer Educator Peer Review Program during the second year of the Self-Directed Growth Plan will not be grievable or arbitrable.

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

- A) Directed Growth Plan is for those Educators with PTS and for those Experienced Administrators whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator or the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator or an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator or the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator or an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator or the Administrator and shall place the Educator or the Administrator on an Improvement Plan for the next Evaluation Cycle, or may, at the discretion of the Evaluator, continue the Educator or the Administrator on a Directed Growth Plan.

**19) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS and those Experienced Administrators whose overall rating is satisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year, and that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator or an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator or the Administrator at the end of the period determined by the Evaluator for the Plan.

- D) An Educator or an Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator or the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator or the Administrator must take to improve and the assistance to be provided to the Educator or the Administrator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator or to the Administrator that the Educator or the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator or the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator or the Administrator.
  - ii) The Educator or the Administrator may request that a representative of the Association attend the meeting(s).
- G) The Improvement Plan shall:
  - i) Define the Improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator or the Administrator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator or the Administrator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator or the Administrator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator or the Administrator and Supervising Evaluator.

- H) A copy of the signed Plan shall be provided to the Educator or the Administrator. The Educator's or the Administrator's signature indicates that the Educator or the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's or the Administrator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator or the Administrator has improved their practice to the level of proficiency, the Educator or the Administrator will be placed on a Self-Directed Growth Plan.
    - (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator or the Administrator shall place the Educator on a Directed Growth Plan.
    - (c) If the Evaluator determines that the Educator or the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator or the Administrator be dismissed.
    - (d) If the Evaluator determines that the Educator's or the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator or the Administrator be dismissed.

**20. Timelines (Dates in Italics are provided as guidance)**

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators, educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process.	October 15
Educator submits self-assessment and proposed goals.	
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report Meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5*
*or four weeks before Formative Assessment Report date established by Evaluator	
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	January 15
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	March 15*
*or 4 weeks prior to Summative Evaluation Report date established by evaluator	
Evaluator completes Summative Evaluation Report and Formative Evaluation Report for those on 2-year plans	April 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	April 15
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Prior to end of school year
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	April 20 or within 5 school days of receipt

**A) Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	April 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	April 1 of Year 1
Evaluator completes Summative Evaluation Report	April 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	April 15 of Year 2
Evaluator and Educator sign Summative Evaluation Report	April 20 of Year 2 or within five days of receipt

**A) Educators on Plans of Less than One Year**

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

**B) Unit B Administrators**

Unit B Administrators will be evaluated in accordance with the Standards of Effective Administrative Leadership

<b>Activity:</b>	<b>Completed By</b>
Superintendent , principal or designee meets with evaluators and administrators to explain evaluation process	September 15
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process	October 15
Administrator submits self-assessment and prepared goals	October 15
Evaluator meets with Administrator	October 15
Administrator submits evidence of effective administrative practice	March 15
Evaluator completes Summative Evaluation Report	April 1
Evaluator meets with Administrator whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	April 15
Evaluator meets with Administrator whose ratings are proficient or exemplary at request of Evaluator or Administrator	Prior to end of school year
Evaluator and Administrator sign Summative Evaluation Report	April 20 or within five days of receipt

**21. Career Advancement**

- A) In order to obtain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal or other Evaluator considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

- B) In order to qualify for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

## 22. Rating Impact on Student Learning Growth

The school district will collect the first year of data for determining Student Impact Ratings for all educators and administrators during the school year 2015-2016. The school district will collect the second year data for determining Student Impact Ratings for all educators and administrators during the school year 2016-2017 and the school district will determine Student Impact Ratings for all educators and administrators by October 1, 2017. Subsequent collection and determination of Student Impact Ratings for all educators will be conducted in accordance with state law and regulations and the terms of the collective bargaining agreement between the parties as then in effect.

The Student Impact Ratings of high, moderate and low will be based on evidence from multiple measures of student learning, growth or achievement. The multiple measures that will be used are as follows:

- (i) Two (2) common measures using the median student growth percentile ("SGP") for ELA and Math from Massachusetts state assessments. The district-established parameter for high, moderate and low growth or achievement that will be in place for these two (2) common measures will be "High" equals a SGP of 61 or higher; "Moderate" equals a SGP of between 40 and 60; and "Low" equals a SGP of 39 or lower; and
- (ii) An Educator, at time of development of the Educator Plan, also will identify another educator-specific outcomes-based measure of student learning, growth or achievement from one of the following categories:
- a. Pre-test/post-test: Pre-test and post-test rater scores that are both on the same rubric and which are used in order to measure student knowledge before and after instruction. These scores are then used to determine a student's growth during the course of a school year or during a course. Pre and post-tests are defined as identical measures administered twice or comparable versions.
  - b. Repeated Measures: Repeated measures design is a portfolio of short and authentic assessments using the same rubric and looking at student growth over the course of the school year through repeated administration of a short and authentic assessment throughout the school year or throughout a course. These repeated measures serve a similar function to a pre- and post-test by illustrating change over time in student learning or performance.
  - c. Holistic evaluation: Holistic evaluation of student growth combines aspects of a pre- and post-test model with the regularity of a repeated measures approach and uses a rubric to score student work but the rubric differs in that it is designed to compare two or more examples of student work by looking at growth across multiple samples that are collected systematically, spanning the course or year.
  - d. Post-test only: Use of post-test only is a measure of student performance at or near the end of the grade or a course and is a measure that is only available annually.

- e. Portfolios: Portfolios is a measure of student performance when it is designed to capture progress of a student rather than to showcase accomplishments. When portfolios are identified as an educator-specific outcomes-based measures of student learning, growth or achievement only a representative sampling of portfolios from a course or year will be used.
- f. Unit Assessment: Unit assessments can be utilized to measure student growth by examining student performance on a series of units from a course or year.
- g. End of Course Exams: End of course exams are well aligned to content and informative with regard to student achievement. Baseline information within the same year or same course should be captured and utilizing a baseline test or baseline task that is similar as possible to the end-of-course exam in order to be able to measure student growth.
- h. Capstone Projects: Capstone Projects are large-scale student projects that represent a culmination of the work completed in a course. These projects often include extensive planning, problem solving, creative thinking, research and/or formal presentations. Capstone projects could include original research papers, extended science experiments, or a theatrical show. The Capstone project assesses content that is instructionally sensitive and students must demonstrate knowledge or skills explicitly taught as a part of the curriculum and need to reflect student work, and not the work of other students, parents/guardians, teachers or support staff.

At the time of the development of the Educator Plan, the Educator will provide the Evaluator with a copy of the educator-specific outcomes-based measures they have identified. The educator-specific outcomes-based measure that is identified by the Educator must be one that is currently available and used within the school year or courses being taught by the Educator. The Evaluator will inform the Educator if there is any concern with educator-specific outcomes-based measure of student learning, growth or achievement that the Educator has identified at the time the Educator Plan is being developed, and educator-specific outcomes-based measure should be revised to reflect the Evaluator's recommendation; however, the approval of the educator-specific outcomes-based measure identified by the Educator should be not unreasonably denied.

To determine a Student Impact Rating of high, moderate or low for an Educator or Administrator, an Evaluator will use their professional judgement.

### **23. Using Student and Staff feedback in Evaluation**

In accordance with 603 CMR 35.07 (1)(c)(2) and 603 CMR 35.07 (1)(c)(3), the parties agree that student and/or staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each Unit A educator or Unit B administrator and shall be used to inform the educator's or administrator's self-assessment and goal setting as part of the evaluation process and shall be shared and discussed by the educator and evaluator as part of the goal setting process. The student and/or staff feedback tools or instruments shall be administered during the period of April 1 – June 15 each school year during which an educator or administrator received a summative evaluation in order that the student and/or staff feedback results are accessible and available for the educator/administrator or evaluator to share and consider as part of the goal setting process in the following school year.

The educator or administrator shall include in the feedback process a minimum of twenty (20) students/staff or eighty percent 80% of students/staff with whom the educator or administrator works, whichever is less. The educator or administrator shall propose the feedback instrument and the students/staff to be included in the feedback process to the evaluator, and the evaluator's approval of

such shall not be unreasonably denied. The proposal shall be made during plan development, prior to November 1.

The Evaluation Process Working Group will provide recommendations, tools and professional development to support educators and administrators in the design, implementation and analysis of the instruments and results. The instruments used to collect feedback shall include safeguards necessary to protect student and/or staff confidentiality.

The data collected by the survey instrument as well as any summary of the data collected by the survey instrument shall be available for review by the both the Unit A educator and evaluator, or the Unit B administrator and evaluator. The data collected by the student/staff survey instrument as well as any summary of the data collected by the survey instrument shall not otherwise be distributed.

#### **24. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators will treat Educator evaluations with appropriate confidentiality in accordance with relevant state and federal laws.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.



APPENDIX E  
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

Paul Amos

**APPENDIX F**  
**PEER OBSERVATION AGREEMENT**

AGREEMENT  
BETWEEN THE  
CAMBRIDGE TEACHERS' ASSOCIATION  
AND THE  
CAMBRIDGE SCHOOL COMMITTEE

This Agreement between the Cambridge Teachers Association (hereinafter the "Association") and the Cambridge School Committee (hereinafter the "Committee") is entered into as a clarification of purpose and usage of non-evaluative observations of a teacher by another teacher, sometimes known as peer observations, currently utilized by some of the public schools of the Cambridge Public Schools.

WHEREAS, the Association is aware that the Committee has, in recent times, encouraged the use of non-evaluative teacher observation as a method of improving student instruction; and

WHEREAS, the Association recognizes the benefits of professional learning communities within schools and, therefore, the power of non-evaluative teacher observations to improve practice and student learning; and

WHEREAS, the Committee and the Association agree that in order to maximize the benefits of said observations, teachers should be provided with appropriate professional development and adequate time for the meetings and observations to occur; and

WHEREAS, the Committee and the Association share an interest in maintaining the integrity and benefits of collegial relationships between teachers;

NOW THEREFORE, the Committee and the Association hereby acknowledge and agree, as follows:

1. The Committee and the Association acknowledge that the nonevaluative teacher observation process can occur in various forms. All tools utilized for non-evaluative teacher observation of a peer shall not be used by the Committee and/or its agents to supplant, modify or otherwise compromise the provisions of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Teachers Association Units A&B as then in effect, including without limitation, the standards, procedures and instruments for teacher

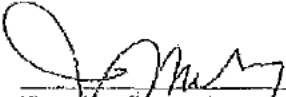
evaluation recognized and contained within said collective bargaining agreement between the Committee and the Association, as then in effect. Notwithstanding the foregoing, the parties acknowledge and agree that the principal of any school or other supervisory administrator may include as part of a professional improvement plan the requirement that a teacher engage in non-evaluative peer observations. The principal of any school or other supervisory administrator may request

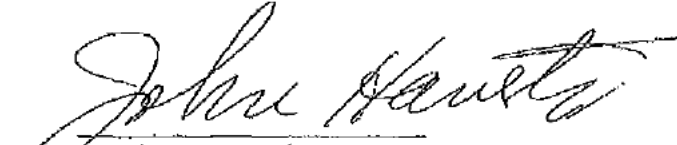
confirmation of the dates and times of non-evaluative peer observations that are conducted as part of a professional improvement plan and the dates and times of such non-evaluative peer observations may be documented as part of a professional improvement plan.

2. All tools utilized for non-evaluative teacher observation of a peer shall not be used by the Committee and/or its agents to supplant, modify or otherwise compromise the content of any part of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Teachers Association Units A&B, as then in effect. The Association and the Committee acknowledge that this provision shall not mean or otherwise be interpreted or construed to restrict the provisions of paragraph 1, above.
3. The Committee and the Association acknowledge and agree that any written document generated as a result of a non-evaluative teacher observation shall remain the property of the teacher who is conducting the observation. Said non-evaluative teacher observation, whether written or verbal, does not have to be disclosed to anyone other than the teacher being observed and the non-evaluative teacher observation will not become part of any teacher's personnel file and/or evaluation.
4. The Association and the Committee acknowledge that if the principal of any school or other supervisory administrator determines to utilize a non-evaluative teacher observation process that the principal of any school or other supervisory administrator will provide for professional development opportunities and training for teachers interested in techniques, strategies, methodologies and/or protocols that relate to the proper implementation of non-evaluative teacher observation during staff meetings.
5. The Association and the Committee acknowledge and agree that the principal of any school and/or other administrators and the staff at all of the public schools are always free to discuss teaching practices and methods and ways to improve teaching and student learning and nothing in the foregoing sentence should be read, interpreted, or otherwise construed as impinging upon, restricting or otherwise narrowing the management rights of the Committee.
6. The Association and the Committee acknowledge and agree that if there are any concerns arise with respect to the use of non-evaluative peer observation at any school that the parties will, upon request of the other party, meet to discuss such concerns.



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

  
\_\_\_\_\_  
For the Committee  
  
\_\_\_\_\_  
Date 2/4/09

  
\_\_\_\_\_  
For the Association  
  
\_\_\_\_\_  
Date Feb 4, 2009

APPENDIX G  
EXPANDED LEARNING TIME AGREEMENT

**Agreement between the Cambridge School Committee  
and the Cambridge Educators Association Units A, B, C, D & E for  
Expanded Learning Time Programs  
at the King School and Fletcher-Maynard Academy**

This Agreement is entered into between the Cambridge Educator Association ("Association") and the Cambridge School Committee ("Committee") as of the 30<sup>th</sup> of April 2014 and constitutes an agreement by the parties to settle the issues regarding the Expanded Learning Time Programs at the King School and the Fletcher-Maynard Academy with this Agreement. Nothing in this Agreement will prevent the parties from negotiating a successor collective bargaining agreement for each unit that may address any subject of bargaining except issues related to Expanded Learning Time Programs at the King School and the Fletcher-Maynard Academy and this Agreement shall be considered an appendix to such applicable collective bargaining agreements.

WHEREAS, the Cambridge Public Schools as part of its mission for meeting the needs of all students began to offer expanded learning time programs at the King School and the Fletcher-Maynard Academy in the 2006-2007 school year;

WHEREAS, the Cambridge Public Schools continues to offer expanded learning time programs at the King School and the Fletcher-Maynard Academy;

WHEREAS, the Association and the Committee have met in an effort to resolve concerns regarding the implementation of expanded learning time programs at the King School and the Fletcher-Maynard Academy;

WHEREAS, the Association and the Committee agree that upon acceptance of the expanded learning time programs by the King School and the Fletcher Maynard Academy that the provisions of this Agreement will only pertain to the King School and the Fletcher-Maynard Academy in the Cambridge Public Schools;

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. The Association and the Committee agree that:
  - (i) all expanded learning time opportunities for the King School will initially be posted solely within the King School and all expanded learning time teaching opportunities for the Fletcher-Maynard Academy will initially be posted solely within the Fletcher-Maynard Academy without such limited posting being considered a violation of the posting provisions of Article 12, Section III of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. If any expanded learning time opportunities

for the King School are not filled by applicants from within the King School and/or if any expanded learning time teaching opportunities for the Fletcher-Maynard Academy are not filled by applicants from within the Fletcher-Maynard Academy, then the unfilled expanded learning time teaching opportunities will be posted in accordance with the posting provisions of Article 12, Section III of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect;

- (ii) all applicants for expanded learning time teaching opportunities shall receive the following information at the time of their application for selection and participation in the expanded learning time program at either the King School and/or Fletcher-Maynard Academy:
  - (a) the length of the school day and school year;
  - (b) the amount of time required for the expanded school day;
  - (c) the amount of additional prep time, if any, provided in connection with the expanded learning time teaching opportunity;
  - (d) any additional time required during the summer and/or other school vacation periods and/or beyond the expanded school day; and
  - (e) any other duties and obligations beyond those set forth in the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect;
- (iii) any individual hired for expanded learning time teaching opportunities may be required to attend meetings or engage in other duties and obligations beyond the expanded learning time hours and work day in accordance with the provisions of Article 5, Section B, subsections B-1 through B-3 and B-5 and Section C, subsections C-3 and C-4 of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect.
- (iv) any teacher selected for expanded learning time teaching opportunity and who works between the minimum of three hundred (300) hours of additional learning time in the expanded learning time program and three hundred fifty-nine (359) hours of additional learning time in the expanded learning time program will be provided with fifteen (15) minutes of daily, duty free preparation time, in addition to the preparation time set forth in Article 5 D-2(a) of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. Any teacher selected for expanded learning

time teaching opportunity and who works between the minimum of three hundred sixty (360) hours of additional learning time in the expanded learning time program and four hundred twenty (420) hours of additional learning time in the expanded learning time program will be provided with twenty (20) minutes of daily, duty free preparation time, in addition to the preparation time set forth in Article 5 D-2(a) of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. It is understood and agreed between the Association and the Committee that this additional daily, duty free preparation time may not be contiguous to the daily, duty free preparation time provided to the teacher in accordance with the provisions of Article 5 D-2(a) of the collective bargaining agreement between the Cambridge Education Association Units A&B. Such additional daily, duty free preparation time shall be arranged at the discretion of the principals of the King School and Fletcher-Maynard Academy.

2. It is understood and agreed that teachers of the King School and Fletcher-Maynard Academy as teachers of the Cambridge Public Schools shall be required to work the full work day/work year as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association Units A&B, as then in effect. It is further understood and agreed that those teachers of the King School and Fletcher-Maynard Academy who are selected to participate in the expanded learning programs shall be required to work the additional time applicable to their expanded learning time teaching position, which include additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association Units A&B. It is further understood and agreed that an expanded learning time program must include a minimum of three hundred (300) hours of additional learning time during the school year. Teachers who work this additional time of three hundred hours per year in an expanded learning time position providing direct instruction to students in the expanded learning time program shall be compensated the salary set forth below in addition to their current salary set forth in this collective bargaining agreement:

Members of Units A&B

	<i>Years of Experience</i>	<i>Annualized Rate for 300 Hours</i>
Level One	0-5	\$11,952.00
Level Two	6-10	\$15,239.00
Level Three	11 or more	\$18,227.00

If a principal chooses to implement an expanded learning time program consisting of more than three hundred (300) hours of additional learning time during the school year, the compensation will be pro-rated accordingly. It is further agreed that compensation for all schedules in the expanded learning time program that are less than three hundred (300) hours shall be pro-rated based accordingly. Additionally, the Association and the Committee acknowledge and agree that if an individual who is serving in an expanded learning time teaching opportunity goes out on leave for twenty (20) or more consecutive days, for any reason including without limitation, for a medical leave, personal leave or otherwise, the payment of the stipend set forth above will end on the twenty-first (21<sup>st</sup>) day of said leave. The Association and the Committee further acknowledge and agree that the individual will not be paid the stipend for the period of time he or she is not performing such expanded learning time opportunity duties. It is further agreed between the Association and the Committee that if the individual returns from said leave during the same school year and resumes his/her duties under the expanded learning time program, then payment of the stipend will resume as of the date on which the individual reassumes his/her duties in the expanded learning time program.

3. The Association and the Committee further acknowledge and agree that the schedules set forth above in paragraph 2 pertain to the additional salary that is paid to either a Unit A member or Unit B member when such member is required to work the additional hours of the expanded learning time program in order to teach students and that such additional salary is paid due to the fact that the member, whether in Unit A or Unit B is engaged in teaching students during the expanded learning time. The Association and the Committee further acknowledge and agree that when a Unit B member is required to work the additional hours of the expanded learning time program and to perform the duties and responsibilities of their Unit B position (i.e., assistant principal) during the additional hours of the expanded learning time program, then a stipend of \$4,000.00 (four thousand dollars) will be paid to an assistant principal who is required to work the additional hours of the expanded learning time program at either the King School or the Fletcher Maynard Academy and is solely performing the work, duties and responsibilities as an assistant principal.
4. The Association and the Committee agree that the acceptance and selection of individuals to participate in and be employed for the additional hours of operation at the King School and the Fletcher-Maynard Academy shall be at the discretion of the principal of each school, and shall not be grievable under the applicable collective bargaining agreements between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee, as then in effect.
5. It is understood and agreed that members of the Cambridge Education Association Unit D that are employed as substitute teachers for teachers who are working an expanded learning time schedule at either the King School and/or Fletcher-Maynard Academy shall be required to work the full work day/work year

as prescribed by the terms of the applicable collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association, as then in effect, as well as the additional time applicable to the expanded learning time schedule of the position for which they are substituting, which include additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association Units A&B, as then in effect. It is further understood and agreed that such Unit D members shall be compensated in the following manner:

The salary schedule set forth in Article 12 of the collective bargaining agreement between the Cambridge Education Association Unit D and the Cambridge School Committee, as then in effect, shall be pro-rated for those members of Unit D that are employed as a substitute for a teacher who is working an expanded learning time program schedule at either the King School and/or the Fletcher Maynard Academy.

6. (a) It is understood and agreed that members of the Cambridge Education Association Unit E that are asked to serve as a substitute teacher for a teacher who is working an expanded learning time schedule at either the King School and/or Fletcher-Maynard Academy shall be required to work the full work day/work year as prescribed by the terms of the applicable collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association, as then in effect, as well as the additional time applicable to the position for which they are serving as a substitute teacher, which are additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association Units A&B, as then in effect. It is further understood and agreed that such Unit E members shall be compensated in the following manner:

The additional pay that is paid to a paraprofessional pursuant to the provisions of Article 4(E)(2) of the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee, as then in effect, shall be pro-rated for those members of Unit E that are asked to serve as a substitute teacher for a teacher who is working an expanded learning time program schedule at either the King School and/or the Fletcher Maynard Academy.

- (b) It is further understood and agreed that members of the Cambridge Education Association Unit E who are selected for an expanded learning time opportunity and work an additional three hundred (300) hours in the expanded learning time program as a paraprofessional shall be compensated at the salary set forth below in addition to their current salary

set forth in the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee:

\$6,000.00.

- (c) It is also understood and agreed that Unit E members of the King School and Fletcher-Maynard Academy as paraprofessionals of the Cambridge Public Schools shall be required to work the full work day/work year as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association Unit E, as then in effect. It is further understood and agreed that those Unit E members of the King School and Fletcher-Maynard Academy, who hold appropriate teaching certifications issued by the Massachusetts Department of Elementary and Secondary Education, who are selected to participate and serve as teachers in the expanded learning programs for an expanded learning time position for which they are appropriately certified shall be required to work the additional time applicable to their expanded learning time teaching position, which include additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association. It is understood and agreed that no member of Unit E will be assigned to an expanded learning time teaching position until after members of Unit A have been given an opportunity to apply for such expanded learning time teaching position. It is further understood and agreed that an expanded learning time program must include a minimum of three hundred (300) hours of additional learning time during the school year. Unit E members serving as teachers in the expanded learning time program who work this additional time of three hundred hours per year in an expanded learning time position providing direct instruction to students in the expanded learning time program shall be compensated the salary set forth below in addition to their current salary set forth in this collective bargaining agreement:

Members of Unit E

	<i>Years of Experience</i>	<i>Annualized Rate for 300 Hours</i>
Level One	0-5	\$11,952.00
Level Two	6-10	\$15,239.00
Level Three	11 or more	\$18,227.00

- (d) If a principal chooses to implement an expanded learning time program consisting of more than three hundred (300) hours of additional learning time during the school year, the compensation will be pro-rated accordingly. It is further agreed that compensation for all schedules in the



expanded learning time program that are less than three hundred (300) hours shall be pro-rated accordingly.

- (e) Additionally, the Association and the Committee acknowledge and agree that if an individual who is serving in an expanded learning time teaching opportunity goes out on leave for twenty (20) or more consecutive days, for any reason including without limitation, for a medical leave, personal leave or otherwise, the payment of the stipend set forth above will end on the twenty-first (21<sup>st</sup>) day of said leave. The Association and the Committee further acknowledge and agree that the individual will not be paid the stipend for the period of time he or she is not performing such expanded learning time opportunity duties. It is further agreed between the Association and the Committee that if the individual returns from said leave during the same school year and resumes his/her duties under the expanded learning time program, then payment of the stipend will resume as of the date on which the individual reassumes his/her duties in the expanded learning time program.
7. The Committee and the Association acknowledge and agree that under the provisions of this Agreement if a Unit E member works as a paraprofessional in the expanded learning time program at either the King School or the Fletcher-Maynard Academy, then the Unit E member shall be paid a stipend of \$20.00 (twenty dollars) per hour for hours worked as during expanded learning time. This stipend is included in the Unit E member's regular semi-monthly paycheck.
8. If a Unit E member who regularly works as a paraprofessional in the expanded learning time program is asked to substitute for a teacher who is working in the expanded learning time program, then the Unit E member shall be paid a \$10.00 (ten dollars) per hour differential for hours worked as a substitute teacher, including the expanded learning time program hours. The differential payment will be paid on a monthly basis in accordance with existing practices for substitute teacher payments.
9. On occasion a Unit E member who does not regularly work in the expanded learning time program may be asked to substitute for a teacher who is working in the expanded learning time program. If that situation arises, then the Unit E member shall receive a differential payment of \$10.00 (ten dollars) per hour for the regular school day and \$30.00 (thirty dollars) per hour for hours worked as a substitute teacher during expanded learning time program hours. The entire differential payment for substitute teaching in this situation will be paid on a monthly basis in accordance with existing practices for substitute teacher payments. For example, if a Unit E member who does not regularly work in the expanded learning time program substitutes for a teacher who is working in the expanded learning time program for seven (7) hours, then the member shall be sixty dollars (\$60.00) for the regular school day and thirty dollars (\$30.00) for the additional hour of work for a total differential payment of ninety dollars (\$90.00).

10. The deadlines set forth in Article 34 of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect, regarding the submission of applications for job sharing, and the deadlines set forth in Article 5M of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect, regarding the submission of applications for flex-time, shall not be applicable in the event that individual teachers at the King School and/or Fletcher-Maynard Academy seek to voluntarily access the provisions of either of these articles, as then in effect, in connection with the expanded learning time programs at each school.
11. It is understood and agreed that individual teachers at the King School and the Fletcher-Maynard Academy may voluntarily seek to access the flex-time provisions of Article 5M of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect, in connection with the expanded learning time programs at each school.
12. It is understood and agreed that the King School and the Fletcher-Maynard Academy shall each develop an internal resolution process to allow staff members to raise issues, concerns or problems and that this internal resolution process shall be provided to all staff members at each school by the Principal. It is further understood and agreed that the grievance process set forth in the applicable collective bargaining agreements between the Association and the Committee will not be used to raise any issues, concerns or problems with respect to the expanded learning time program at each school. All disputes not resolved at the school level shall be referred to the Superintendent for resolution. The President of the Cambridge Education Association will consult with the Superintendent regarding the dispute. The decision of the Superintendent shall be final.
13. It is understood and agreed that teachers and paraprofessionals at the King School and the Fletcher-Maynard Academy who are working in the expanded learning time program, either on a flex-time schedule or on expanded hours who fall under the jurisdiction of the Association may not seek modification of the term of the assignment until the expiration of the school year in which the assignment was made unless extenuating circumstances exist.
14. It is understood and agreed that community partners also will be selected by each principal of each school to assist in the operation and delivery of services in the expanded learning time program of each school. It is also understood and agreed that the selection and usage of community partners in the expanded learning time programs of the King School and the Fletcher-Maynard Academy shall not be grievable under the collective bargaining agreements between the Cambridge Education Association Units A, B, C, D & E and the Cambridge School Committee, as then in effect.

15. It is understood and agreed that all community partner positions shall not be positions that fall under the jurisdiction of the Association collective bargaining agreements, as then in effect, and individuals employed in these positions will not be members of the Association's bargaining units. It is further understood and agreed that individuals employed in these community partner positions at the King School and the Fletcher-Maynard Academy shall not accrue seniority in the school system and that these community partners will be selected by the principal of each school to assist in the operation and delivery of services in the expanded learning time programs at either the King School and/or the Fletcher-Maynard Academy.
16. It is understood and agreed that the King School and the Fletcher-Maynard Academy expanded learning time programs and their respective school-based administrators will have greatly increased decision-making authority, including that all Cambridge Education Association Units A, B, C, D & E positions at these two (2) schools that are posted as expanded learning time positions, which include additional hours beyond the regular work day, are exempt from all Union and School Committee work rules as relates to the work hours and work day. No provisions of this Agreement shall prevent the principals of the King School and/or the Fletcher-Maynard Academy and/or the Cambridge Public Schools from making changes to their respective expanded learning time programs and schedules during the course of the school year based on the needs of the student population attending each of the schools.
17. The Committee and the Association agree that even though the King School and the Fletcher-Maynard Academy are implementing expanded learning time programs at each of these schools, that the ending time at the King School and the Fletcher-Maynard Academy on the day before Thanksgiving will be noon or at a time earlier when required by the school district. The Association agrees that no grievances shall be filed by any member of any unit with respect to the ending time at the King School and the Fletcher-Maynard Academy on the day before Thanksgiving.
18. It is understood and agreed that this Agreement will be effective through the term of any expanded learning time grant awarded by the Massachusetts Department of Education to the Cambridge Public Schools for expanded learning time programs at either the King School and/or the Fletcher-Maynard Academy and/or through the term of award of other grant funds, whichever is longer. It is further understood and agreed that the continuation of any expanded learning time program at either school is subject to and contingent upon the continuation of grant funding from the Massachusetts Department of Education and/or other grant funds. The Association and the Committee further agree that it is within the sole discretion of the Cambridge Public Schools to withdraw from participation in the expanded learning time program at any time and that if either the King School and/or the Fletcher-Maynard Academy withdraw from participation in the expanded learning time

program, the provisions of this Agreement shall no longer be applicable to said school. It is further understood and agreed that this Agreement may be extended by mutual agreement of the parties. Notwithstanding the foregoing, the parties agree to review the agreement every two years that such agreement is in effect. The parties agree that this Agreement is an Appendix to the 2012-2015 collective bargaining agreements between the Cambridge School Committee and the Cambridge Education Association Unit C, Unit D and Unit E and the 2012-2013 Interim Agreement and 2012-20116 collective bargaining agreements between the Cambridge School Committee and the Cambridge Education Association Units A&B.

19. Although both parties agree that programs such as expanded learning time programs at the King School and the Fletcher-Maynard Academy require flexible operating schedules and exemptions from work rules, notwithstanding this provision, the President of the Cambridge Education Association may consult with the Superintendent or designee regarding the expanded learning time programs at the King School and Fletcher-Maynard Academy.
20. It is further understood and agreed by the parties that this Agreement only pertains to the expanded learning time programs at the King School and the Fletcher-Maynard Academy. The Association and the Committee agree that the development, operation and implementation of an expanded learning time program at any other school in the Cambridge Public Schools would have to be negotiated between and among the Association and the Committee.

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 EDUCATION  
ASSOCIATION

Order No. C14-065

Date 4/30/14

Secretary to the Cambridge School Committee

ARTICLES OF AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ in the year 2020, by and between the Cambridge School Committee and the Cambridge Education Association.

IN WITNESS WHEREOF the said parties hereunto set their hands and seals to this Agreement and three other copies of like content.

CAMBRIDGE EDUCATION ASSOCIATION CITY OF CAMBRIDGE SCHOOL COMMITTEE  
(SIGNE \_\_\_\_\_) (SIGNED) \_\_\_\_\_

President, \_\_\_\_\_  
\_\_\_\_\_

Executive Secretary to the School Committee

Negotiating Committee  
\_\_\_\_\_

Voted by the School Committee

Negotiating Committee  
\_\_\_\_\_

*June 16, 2020* C 20-161  
Date Order No:

Negotiating Committee  
\_\_\_\_\_

Superintendent of Schools

Negotiating Committee  
\_\_\_\_\_

Negotiating Committee  
\_\_\_\_\_

Claire Spinner  
Chief Financial Officer

Negotiating Committee  
\_\_\_\_\_

Negotiating Committee  
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Negotiating Committee  
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Negotiating Committee  
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Negotiating Committee  
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