

AGREEMENT

BETWEEN THE

CAMBRIDGE SCHOOL COMMITTEE

AND THE

CAMBRIDGE EDUCATION ASSOCIATION

UNIT D: SUBSTITUTES

Effective September 1, 2012 through August 31, 2015



<u>INDEX</u>	<u>Page</u>
ARTICLE 1	1
Recognition	1
ARTICLE 2	1
Definitions	1
ARTICLE 3	1
Bargaining Procedures	1
ARTICLE 4	2
Dues/Agency Service Fees	2
ARTICLE 5	2
Grievances	2
ARTICLE 6	4
Selection and Appointment	4
ARTICLE 7	7
Working Hours and Load	7
ARTICLE 8	8
Evaluation	8
ARTICLE 9	8
Sick Leave	8
ARTICLE 10	9
Health Benefits	9
ARTICLE 11	11
Holidays	11
ARTICLE 12	12
Salary	12
ARTICLE 13	12
Professional Development	12
ARTICLE 14	13
Use of School Facilities	13
ARTICLE 15	13
No Strikes	13
ARTICLE 16	13
Emergencies	13
ARTICLE 17	14
General	14
ARTICLE 18	14
Protection	14
ARTICLE 19	15
School Committee Rights	15
ARTICLE 20	15
T-Pass Reimbursement	15
ARTICLE 21	16
Duration	16
APPENDIX A	17
Evaluation Form	17
APPENDIX B	19
Independent Medical Exam Agreement	19

ARTICLE 1
RECOGNITION

The School Committee recognizes the "Cambridge Education Association, Unit D: Substitutes," an affiliate of the Massachusetts Teachers Association and the National Education Association, as the exclusive bargaining agent for all per diem, extended term, building substitutes and general substitute teachers. For the purpose of becoming a member of the bargaining unit, per diem and extended term substitute teachers must complete forty-five (45) workdays in the same school year.

All per diem, extended term, building substitutes and general substitute teachers who work forty-five (45) days or more in a given school year shall be considered members of the bargaining unit on the first day of their re-employment in each subsequent school year.

Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as "substitute teachers."

ARTICLE 2
DEFINITIONS

A per diem substitute teacher is any person subject to day-to-day employment, assignment or reassignment. An extended term substitute teacher is any person who is employed in the same assignment for a period of twenty (20) consecutive days or more. A general substitute teacher is any person who is employed one hundred (100) or more days in the school year.

A building substitute shall be defined as an individual selected to serve as a substitute teacher in a specific elementary school or in a specific small school (house) or department at the high school, to provide classroom coverage for absent teachers in more than one classroom for a period of thirty (30) consecutive days or more during a school year.

ARTICLE 3
BARGAINING PROCEDURE

Not later than March 1 of the contract year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement provided that the Association notifies the Superintendent of its desire to negotiate a successor agreement by February 1.

ARTICLE 4
DUES/AGENCY SERVICE FEE

DUES: Payroll Deductions:

Members of the Association who are active on the payroll shall have deducted from their pay, dues authorized by the individual members, certified annually as to amount by the Association provided, however, such dues shall be on flat rate per month or a percentage of gross pay only. Monies collected shall be transmitted to the Association.

AGENCY SERVICE FEE:

The Committee agrees that substitutes covered by this agreement who have been certified to the Committee by the Association as being non-members of the Association, shall be required to pay to the Association an agency service fee. The School Committee shall not be obligated, except as provided herein and by the General Laws, to take action to collect any agency service fee.

INACTIVE MEMBERS:

Substitute teachers and other substitutes not active on the payroll shall pay dues or the agency service fee directly to the Association.

REFUSAL TO PAY DUES/AGENCY SERVICE FEE:

If a substitute teacher covered by this agreement refuses to pay the dues or the agency service fee after two notices delivered by certified mail from the Association, the Committee shall remove the substitute from the rolls provided the Association requests the same in writing.

ARTICLE 5
GRIEVANCES

DEFINITION:

1. A grievance is a formal written allegation by an individual unit member that he or she has been affected by the misapplication or misinterpretation of a specific article, section, or provision of this agreement.
2. The Committee and the Association encourage informal and confidential means as may be appropriate to address complaints.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
4. Grievances will be presented and adjusted in the following manner:

Level One:

The grievant member shall present the grievance to the school principal or other administrator designated by the Superintendent in writing on a mutually agreed upon form within ten (10) school days of the event giving rise to the grievance. The principal or his designee (secondary level) shall hear the grievance within five (5) school days. The grievant shall receive a written response within fifteen (15) business days following the hearing. Failures to respond within the time limits shall constitute a denial.

Notwithstanding the definition noted above, the member may present any complaint involving a condition of employment at level one only, and a written copy shall be forwarded to the Executive Director of Human Resources by the Association.

Level Two:

If the grievant is not satisfied with the response, the Association may present the grievance in writing to the Executive Director of Human Resources or designee, within ten (10) business days of having received the Level One response. The Executive Director of Human Resources or designee shall schedule and hold the hearing of the grievance within twenty-five (25) business days and shall respond in writing within twenty-five (25) business days to the Association. Failure to respond within the time limits shall constitute a denial.

Level Three - Arbitration:

If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Level Two 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 Two, initiate arbitration of the grievance under the rules of the American Arbitration Association.

Arbitration shall be the exclusive remedy for any action or inaction cognizable as a grievance under this Agreement. If either party believes that the Arbitrator has exceeded his authority as provided in this Agreement, either party may seek judicial review.

The Arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Agreement. The Arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. The Arbitrator's award, if within his jurisdiction, and subject to the foregoing, shall be final and binding on both parties.

In reaching his decision, he shall interpret the Agreement with the principle that there are no restrictions intended on the rights and authority of the Committee other than those expressly set forth herein.

The fees of the American Arbitration Association shall be shared equally by the parties, but each party shall bear at its own expense the cost for the presentation of its case.

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.

PROTECTION:

Except as provided below, no substitute teacher shall be reprimanded, reduced in rank, denied advancement or compensation, discharged, or otherwise disciplined:

- a. Substitute teachers with fewer than three consecutive years of service as a substitute teacher in the Cambridge Public Schools shall be considered probationary employees and are subject to discipline or discharge at the discretion of the School Department.
- b. Substitute teachers with between three and five consecutive years of service as a substitute teacher in the Cambridge Public Schools shall not be disciplined or discharged without good cause. The standard of good cause shall only mean any grounds put forth by the Superintendent that are not arbitrary, irrational, unreasonable or in bad faith or irrelevant to the sound operation of the Cambridge school system. No arbitrator may substitute a definition of the words "good cause" other than that stated herein.
- c. Substitute teachers with more than five years of consecutive service as a substitute teacher in the Cambridge Public Schools shall not be disciplined or discharged without just cause.
- d. For purposes of this section, one year of service is defined as at least 60 days of service during one school year.

ARTICLE 6

SELECTION AND APPOINTMENT

1. Selection and employment of per diem substitutes, extended term substitutes, building substitutes and general substitutes shall be based upon the judgment of the Superintendent.
2. Selection by the Superintendent of substitutes shall be on the basis of performance, education, and experience including classroom performance, dependability, availability and other relevant qualifications. The judgment of the Superintendent and/or his designee shall be final and shall not be subject to arbitration with respect to the qualifications for selection or the selection of substitutes.

3. A. Effective with the commencement of the 1991-92 school year, there shall be a preferred list, the composition of which shall be determined as follows:

- 1) All members of the preferred list as of March 1, 1992 shall be included on the list, provided they express their availability and willingness to serve.
- 2) Any other individuals may be added to the preferred list by the Superintendent pursuant to Article 6, provided the individual has attained bargaining unit status.
- 3) All individuals on the preferred list shall be designated by the Superintendent as being eligible and available to substitute in one or more subjects and/or categories determined by the Superintendent. The categories shall include, but not be limited to, Primary Education, grades K-3; Elementary Education, grades 4-6; Elementary Education, grades 7 and 8, by subject; Elementary Specialists in Music, Art, Physical Education, Science and Foreign Languages, by language; Bilingual Elementary, by language; Bilingual Secondary, by language; Special Education, by program; Secondary Math; Secondary English/Reading; Secondary Science; Secondary Social Studies; Secondary Health; Secondary Physical Education; Secondary Art; Secondary Music; Secondary Modern Language, by language; Secondary Business Education; Secondary Occupational Education, by program. The designations may also include specific programs, such as alternative programs, and specific schools. Such designations may be changed by the Superintendent from time to time based on the educational needs of the school department, after having given notice to the Association.
- 4) Individuals on the preferred list as of March 1, 1992 who so desire shall be given the opportunity to indicate in writing to the Superintendent or designee, the subjects and/or categories they feel qualified to substitute in from a list of subjects and/or categories designated by the Superintendent. The Superintendent or designee shall consider such information when determining the subject(s) and/or category(ies) for which she designates such individuals.
- 5) All designations by the Superintendent or designee shall be non-grievable.
- B. Individuals on the preferred list shall have preference ahead of all other prospective substitutes with respect to non-extended term substitute assignments and non-building substitute assignments in the subjects and/or categories for which they have been designated by the Superintendent. Individuals on the preferred list shall also have preference ahead of all other prospective substitutes with respect to non-extended term assignments and non-building substitute assignments in the event an individual qualified in one of the designated subject areas and/or categories cannot be obtained for any particular assignment.
- C. A copy of the preferred list will be provided to the President of the Cambridge Education Association on or before October 1 of each year.

D.

Individuals on the preferred list may, if they request, have a hearing before the Executive Director of Human Resources or his/her designee, before being removed from the preferred list. The member shall have the right to have an Association representative present at the hearing. No individual on the preferred list shall be disciplined, reprimanded, or reduced in rank or compensation except in accordance with Article 5, Section entitled "Protection." Removal from the preferred list shall not be grievable under this section if such removal is due to an individual's unavailability or lack of dependability, as demonstrated by:

- 1) The individual's notification to the School Department of his or her unavailability, except in the event of a documented personal or family medical emergency or medical absence not exceeding five (5) months, with prior notification, or
- 2) The individual's declining assignment opportunities on seven (7) occasions during a school year, or
- 3) The individual's failure to respond by June 30 of each year to a written request for confirmation of availability, mailed no later than June 1 of each year to the individual's last home address in the records of the Office of Human Resources.

E.

Notwithstanding the foregoing, the Superintendent may select for a non-extended term assignment, and non-building substitute assignment, an individual who is not on the preferred list, ahead of individuals on the preferred list, where, in the judgment of the Superintendent, compelling educational reasons justify such action. Compelling educational reasons shall include, but not be limited to, the need to provide continuity for students in bilingual or special needs classes. Such decisions of the Superintendent shall be non-grievable.

4.

By September 1 of each year, the Executive Director of Human Resources will furnish a list of substitutes who have worked forty-five (45) days or more in the prior year to the Association. Updated information concerning additional substitute teachers eligible for membership will be made available to the Association in the Office of Human Resources at the end of each month throughout the school year.

5.

Building Substitute:

A. A building substitute shall be defined as an individual who is selected, after a posting and interview process, to serve as a substitute teacher in a specific elementary school or in a specific small school or department at the high school, to provide classroom coverage for absent teachers in more than one classroom for a period of thirty (30) consecutive days or more during a school year.

B.

A building substitute shall be paid at the same rate of pay as a general substitute in accordance with the contract. However, a building substitute shall be paid the

contract rate from the first day of their building substitute assignment. A building substitute who is absent more than one day per month may be subject to loss of their building substitute status, at the discretion of management.

C. A building substitute, while employed in that capacity, shall be eligible for Health Insurance benefits in accordance with the standard plans provided by the employer. The employer shall pay 70% of the premium cost of health insurance benefits, and the employee shall pay 30% of the cost.

D. Building substitute positions shall be posted for a minimum of fourteen (14) calendar days. Notice of positions which become available during the school year shall be sent to unit members with paychecks.

E. All members of the bargaining unit shall have the right to apply for such positions, as well as individuals not in the bargaining unit. Preferred substitutes who apply shall have the right to an interview. Interviews for members of the bargaining unit shall not conflict with school work hours.

F. The Principal of the school shall select, subject to the Superintendent's approval, individuals for such assignment. Such selection shall be at the discretion of management and shall be non-grievable.

G. Refusal by a preferred substitute to accept a building substitute position, if offered, shall not be considered as declining an assignment, under Article 6, Section 3, D.

H. A building substitute, once selected, shall be guaranteed a minimum of thirty (30) consecutive days of employment, provided that the individual shall be subject to discipline or discharge in accordance with Article 5, section entitled "Protection."

1. For the life of this agreement, the School Department shall employ no more than twenty-five (25) building substitutes at any one time.

ARTICLE 7 WORKING HOURS AND LOAD

1. The work day for extended term substitutes, general substitutes and per diem substitutes shall begin fifteen (15) minutes before school begins and end ten (10) minutes after school ends. In addition, an extended term substitute and building substitute shall attend all regularly scheduled staff development, parent conferences, and school faculty meetings. An extended term substitute and building substitute shall be expected to assist students after school once a week, if specified by the principal. An extended term substitute and a building substitute will receive, from the principal, one day's notification for any after school obligation.

Extended term substitutes and building substitutes shall, if requested by the principal/dean, attend after school meetings that regular teachers must attend.

2. Substitutes will be required to perform all duties generally performed by regular teachers and in addition may be required to supervise students in the cafeteria and other areas in and outside the school, provided, however, each substitute shall have a lunch break as defined below and a forty (40) minute preparation period during a regular day. When substituting for a position other than a teacher, they may be required to perform other duties. Substitute teachers shall be guaranteed a twenty-five (25) minute lunch period (secondary) and thirty (30) minute period (elementary).

3. Less than full day assignment shall be prorated. Substitutes called in for less than half a day will receive a half-day's pay.

ARTICLE 8 EVALUATION

Extended term substitutes, general substitutes, building substitutes and per diem substitutes may be evaluated at any time. Evaluation is an on going process. Upon receipt of a letter of complaint from an administrator or when a substitute is prohibited by an administrator from teaching in a school, the substitute shall be notified promptly of the complaint or prohibition and the substitute shall be entitled to meet, together with the Unit D President, with the Director of Human Resources and the administrator involved or his designee. Alternatively, the Director of Human Resources or her designee may require the substitute to have such a meeting. After three (3) years of a prohibition, the substitute may request a meeting to review the prohibition with the Executive Director of Human Resources or designee. The outcome of such review is not grievable.

The evaluation process shall be established by the Superintendent or his designee after consultation with the Association. The Association may submit recommendations and suggestions for improving the evaluation process to the Superintendent for consideration.

All monitoring or observation of the work performance of a substitute teacher will be conducted openly and with full knowledge of the substitute teacher. Substitute teachers, upon request, will be given a copy of any evaluation report prepared by their superiors. In the event of a disagreement concerning any evaluation, the staff member 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. Said evaluation is to be filed in the staff member's personnel file.

ARTICLE 9 SICK LEAVE

Extended term substitutes and building substitutes shall earn sick leave at the rate of one and one-half (1½) days per month for each completed month of fifteen (15) or more days of service.

Sick leave may only be used on extended term and building substitute assignments. Unused sick days are not carried forward from year to year.

The Superintendent may require a health examination if a substitute is out three (3) or more consecutive days or if an irregular pattern is evident. Abuse of sick leave shall be grounds for dismissal. Sick leave taken by an extended term substitute or a building substitute shall not constitute a break in continuous service. Extended term substitute teachers and building substitute teachers who obtain bargaining unit status will be credited retroactively with sick leave earned from their first date of employment in that school year.

Members of the Bargaining Unit with accumulated sick days will be notified, in writing, on or before October 1, as to the number of days which have accumulated.

Family and Medical Leave Act and Small Necessities Leave Act. Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the Massachusetts Maternity Leave Act ("MMLA") or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA").

ARTICLE 10 HEALTH BENEFITS

Extended term substitutes, general substitutes, and building substitutes shall be entitled to the following health insurance coverage:

1. The following insurance plans are offered:

2. **HMO Insurance Offerings:** Eligible employees may participate in Healthflex Blue (a BC/BS HMO plan product), Harvard Community Health Plan, or other plans available to City employees. The City will pay eighty-eight percent (88%) of the premium of all HMO plans offered by the City, and the employee will pay twelve percent (12%). (Exceptions: see /Sections 3(d), (e) and (f) below for General Substitutes and Building Substitutes.) Effective April 1, 2013, the health insurance contribution rate for eligible employees shall be 25%, in exchange for the equivalent of \$200.00 (two hundred dollars) being added to the base salary on April 1, 2013 pro-rated based on full-time work, a bonus of \$200.00 (two hundred dollars) on September 1, 2013 pro-rated based on prior year's work, and the equivalent of \$200.00 (two hundred dollars) being added to the base salary on January 1, 2014 pro-rated based on full-time work.

It is understood and agreed that any unit member who is in an extended term substitute position as of the last date of ratification of the successor collective bargaining agreement by both parties shall continue to have a health insurance contribution rate of 12% until the expiration of his/her extended term substitute position on June 30, 2013, whichever is first.

It is understood and agreed, that if any portion of the health insurance contribution rate change, set forth in the paragraph immediately above, which is an essential component of the parties' settlement, is held 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 to continue in effect the additional equivalent of \$200.00 (two hundred dollars) increase to the base salary on April 1, 2013, a bonus of \$200.00 (two hundred dollars) on September 1, 2013 pro-rated based on the prior year's work, and the additional equivalent of \$200.00 (two hundred dollars) increase to the base salary on January 1, 2014 pro-rated based on full time work set forth in Article 12 for fiscal year 2014, which is specifically linked to the increase 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 percent (99%) of the premium of that plan.

2. Employee health insurance premium contributions will be made on a pre-tax basis, in accordance with applicable law.

Members of the bargaining unit who achieve or continue to achieve general substitute status for three consecutive years shall be eligible to receive health insurance benefits beginning in September of the following school year and continuing through August following the end of the school year, provided that the individual works at least forty-five (45) days during the first ninety (90) days of the school year, and works at least one hundred (100) days for the entire school year.

Effective September 1, 2011, this subsection shall change to read as follows:

So long as an individual continues to achieve general substitute status in each successive year after the three (3) years, he/she shall be eligible for such health benefits. Any break in the pattern of two (2) consecutive years of general substitute status shall cause a new two (2) year period to begin. Except if the substitute has had health benefits for six (6) or more consecutive years, then any break in the pattern of general substitute service shall require an individual to achieve general substitute status for a new one (1) year period.

- c. Health insurance may be terminated in the event a substitute demonstrates a regular pattern of declining assignments.

d. The employer shall pay seventy five percent (75%) of the premium cost of health insurance benefits for eligible general substitutes and the employee shall pay twenty-five percent (25%).

e. An individual who is receiving the health benefits under Sections 3(d), (e) and (f) shall be eligible for continuation of such benefits during the period of a documented medical absence of up to five (5) months. Management shall have the right to require appropriate medical documentation.

f. A building substitute, while employed in that capacity, shall be eligible for Health Insurance benefits in accordance with the standard plans provided by the employer. The employer shall pay seventy five percent (75%) of the premium cost of health insurance benefits, and the employee shall pay twenty-five percent (25%) of the cost.

4. Tax Treatment of Health Benefits for Employees in Same Sex Marriages

Employees who receive health and/or dental insurance benefits for their same sex spouses are required under Federal law to pay taxes on the value of those benefits. These same benefits are not taxed for opposite sex spouses.

Effective July 1, 2012, the City will attempt to mitigate this inequity by providing a stipend to employees who enroll their same sex spouses in the City's health and/or dental insurance plans. This stipend shall equal twenty percent (20%) of the reported taxable income that is imputed to these employees as the value of the health and/or dental insurance benefits. Payment of the stipend shall be made on a quarterly basis.

The City reserves the right to end payment of this stipend upon any future change in federal tax law that equalizes the treatment of spousal and dependent benefits for both same and opposite sex couples.

ARTICLE 11
HOLIDAYS

Extended term substitutes and building substitutes will be compensated at the current rate of daily pay for the following holidays when they occur during the extended term assignment and building substitute assignment and when such holidays are observed by the Cambridge School Committee. Such a holiday, falling on the next school day after the completion of such an assignment, shall be considered a paid holiday.

Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day

Washington's Birthday
Memorial Day
Good Friday

ARTICLE 12
SALARY

	9/1/12 (2.5%)	4/1/13 Add \$200 to base	9/1/13 (2.5%)	1/1/14 Add \$200 to base	9/1/14 (2%)
Per Diem	131.87	132.98	136.30	137.41	140.16
General/Building	146.79	147.90	151.60	152.71	155.76
Extended Term	186.60	187.71	192.41	193.52	197.39

The salary schedule for part time service shall be pro rata. Any substitute who works 170 days or more in a school year as an extended term substitute shall be paid at step one (1) Bachelor of the teachers' schedule upon conclusion of the school year. The salary schedule for extended term substitutes shall apply only to an individual who is substituting in that capacity for an absent teacher in a teacher position (CEA Unit A position), and not to any other type of position.

Any member of the bargaining unit who was classified and compensated as a general substitute in the preceding school year shall be compensated at the general substitute rate beginning with their first day of employment in the subsequent school year, and continuing through the year at that rate, unless otherwise employed as an extended term substitute. In each subsequent school year, an individual must meet the requirements of a general substitute (100 days employment in a school year) to continue to be compensated at the general substitute rate at the beginning of the next school year. Otherwise, the individual will revert to the per diem substitute rate until they re-qualify for the general substitute rate.

ARTICLE 13
PROFESSIONAL DEVELOPMENT

Substitutes who participate in workshops and other professional development activities conducted by the School Department shall be eligible for Professional Development Points (PDP's) and/or Continuing Education Units (CEU's). Notification of Professional Development opportunities shall be provided through posting in schools, and shall be given to the Association at its regular place of business.

All substitute teachers are expected to attend one (1) professional development course offered by the Cambridge Public Schools Office of Human Resources each school year and will be paid at

the rate of \$20.00 per hour for attending this one (1) professional development course offered by the Cambridge Public Schools.

ARTICLE 14 USE OF SCHOOL FACILITIES

Use of school facilities in the afternoon shall be allowed without cost provided a permit has been granted by the Cambridge Public Schools Facilities Office and provided that no School Committee or School Department paid custodial help is required.

ARTICLE 15 NO STRIKES

1. The term "strike" whenever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown or any other work stoppage or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.
2. The Association agrees that there shall be no strike during the term of this Agreement.
3. It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Association shall, upon the occurrence of such strike, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Association shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of the Section to be sent by the Association to the employees involved in any such strike, shall be given simultaneously by the Association to the School Committee.

In any event, the School Committee and/or Superintendent or designee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike.

ARTICLE 16 EMERGENCIES

The parties agree that unforeseen emergencies may arise which require the temporary waiving of a provision or provisions of this Agreement in order to provide for the best interest of all pupils. It is agreed that such emergency provisions shall not be precedent setting and that the School Committee and/or Superintendent shall consult with the Association, if possible, before taking any action.

ARTICLE 17 GENERAL

1. During the months of July and August, written notice of any teaching vacancies will be given to the Association at an address specified by them to the Executive Director of Human Resources.
2. The Association and the School Committee agree to equally share in the cost of printing this Agreement.
3. A substitute teacher serving in an elementary program who, in accordance with the provisions of Article 7(2) of the collective bargaining agreement between the Cambridge Education Association Unit D and the Cambridge School Committee, is acting as a substitute teacher covering classes for a full day will be indemnified for lost preparation periods on the following basis:

The Cambridge School Committee will indemnify a substitute teacher covering classes for a full day not more than:

<u>Effective Date</u>	<u>Forty Minute Prep Period</u>
September 1, 2009 – August 31, 2012	\$21.10

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

ARTICLE 18 PROTECTION

- A. Substitutes 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. If criminal or civil proceedings are brought against a substitute teacher or if a substitute teacher desires to bring criminal or civil proceedings because of an assault occurring within the scope of his employment, provisions of applicable Massachusetts General Laws shall apply.

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 substitute's duties, whenever such assault may have occurred; provided, however, full cooperation must be given to the Office of the City Solicitor in the prosecution of the case.

2. Any damage to a substitute's property while located on school property 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 substitute's performance of his or her duties shall be fully compensated by the School Department (less insurance compensation) provided reasonable care of property has been shown, and 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.

3. A substitute teacher who as a result of performance of his or her duties is sued shall be defended by the Office of the City Solicitor provided the substitute agrees to be represented by that office and fully cooperates.

4. Whenever a substitute covered by this Contract is assaulted by a student or any other individual, a full and complete written report of the incidents 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 Association's 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 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.

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

ARTICLE 19 SCHOOL COMMITTEE RIGHTS

Responsibility and accountability in all areas affecting members of this unit shall be limited only to the extent explicitly provided for in this Agreement.

The School Committee retains all rights and duties except those explicitly provided for in the contract.

ARTICLE 20 T-PASS REIMBURSEMENT

The School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of 65% of a T-Pass, up to a maximum of \$40.00 per month. Effective May 2, 2013, the maximum amount will increase to \$60.00 per month.

ARTICLE 21
DURATION
This agreement shall be in effect as of September 1, 2012 and shall continue in full force until August 31, 2015.

**Cambridge Public Schools
DAY-10-DAY SUBSTITUTE TEACHER EVALUATION FORM**

Name of Substitute Teacher: _____ Date(s) Substitute Covered: _____

Grade/Subject: _____ School: _____

Section A: Evaluation By School Administrator

RATINGS: 1: Excellent 2: Commendable 3: Satisfactory 4: Needs Improvement 5: Unsatisfactory
(Leave rating line blank if not applicable or not observed)

	1	2	3	4	5
1. Demonstrates punctuality, and reports to assignment on time.	☐	☐	☐	☐	☐
2. Is neat, professional, and appropriate in appearance and demeanor.	☐	☐	☐	☐	☐
3. Follows instructions left by teacher and covers lesson plans (if available) or implements alternative learning activities as provided by building administrator.	☐	☐	☐	☐	☐
4. Demonstrates clarity in verbal presentation.	☐	☐	☐	☐	☐
5. Adheres to Cambridge School Department and individual school policies/curriculum.	☐	☐	☐	☐	☐
6. Demonstrates promptness and accuracy with required records and reports.	☐	☐	☐	☐	☐
7. Relates well and interacts effectively with students.	☐	☐	☐	☐	☐
8. Cooperates with administrators.	☐	☐	☐	☐	☐
9. Displays good classroom management skills as per individual school procedure.	☐	☐	☐	☐	☐
10. Takes appropriate actions regarding student behavior.	☐	☐	☐	☐	☐
11. Uses motivational techniques.	☐	☐	☐	☐	☐
12. Seeks assistance when necessary and appropriate.	☐	☐	☐	☐	☐
13. Takes appropriate steps to ensure student safety and security.	☐	☐	☐	☐	☐
14. Relates well to other staff members.	☐	☐	☐	☐	☐

Comments (If you have checked off 4 or 5 in any of the above areas, please provide suggestions for improvement): _____

SECTION B (OPTIONAL): Feedback from Absent Teacher

	YES	NO
1. Lesson plans appear to have been satisfactorily followed.	☐	☐
2. Student work was left for teacher's review in an organized manner	☐	☐
3. The classroom and materials were left in good condition.	☐	☐
4. The substitute provided adequate written feedback	☐	☐
5. Student behavior was appropriately handled (if known by teacher)	☐	☐

If you checked "no" for any of the above, please provide suggestions for improvement. _____

Teacher's Name: _____ Signature: _____ Date: _____
 Administrator's Name: _____ Signature: _____ Date: _____
 Substitute's Name: _____ Signature: _____ Date: _____

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:

APPENDIX B

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

Theresa Foster-Rossi

Paul Davis

This Agreement entered into this 2nd day of April, 2013.

For the Cambridge School Committee:

For Cambridge Education
Association:

Patricia A. Berry
Patricia A. Berry
Executive Secretary for the School Committee

Christine Colbath Hess
Christine Colbath Hess
President, CEA

Jeffrey M. Young, Ed.D.
Jeffrey M. Young, Ed.D.
Superintendent of Schools

Tamara Berry
Negotiating Committee

Claire Spinner
Claire Spinner,
Chief Financial Officer

Chine M. Johnson
Negotiating Committee

Negotiating Committee

Voted by the School Committee
4/2/13 613-083
Date Order No.

Negotiating Committee