

AGREEMENT

BETWEEN THE

CAMBRIDGE SCHOOL COMMITTEE

AND THE

CAMBRIDGE EDUCATION ASSOCIATION

UNIT D: SUBSTITUTES

Effective September 1, 2024 through August 31, 2026

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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 day to day, extended term, building substitutes and general substitute teachers. For the purpose of becoming a member of the bargaining unit, day to day and extended term substitute teachers must complete forty-five (45) workdays in the same school year.

All day to day, 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 day to day 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 days (100) or more in any CEA Units A, B, D and/or E position during the previous school year and has returned to work in the subsequent school year. In each subsequent school year, an individual must meet the requirements of a general substitute (work one hundred (100) days or more in each school year) to continue to be compensated at the general substitute rate at the beginning of the school year if employed as a general substitute. After three years of employment in the Cambridge Public Schools as a general substitute, general substitute status will be maintained for one year should the general substitute work for more than fifty (50) but fewer than one hundred (100) days. Otherwise, the individual will revert to a day to day substitute rate until they re-qualify for the general substitute status.

A building substitute shall be defined as an individual employed to serve as a substitute teacher in a specific elementary school or upper school or in a specific learning community or department at the high school, to provide classroom coverage for absent teachers in more than one classroom and fulfill all duties and responsibilities for absent teachers, and performance of other duties as assigned by the principal or designee.

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

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.

INACTIVE MEMBERS:

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

REFUSAL TO PAY DUES:

If a substitute teacher covered by this agreement refuses to pay the dues 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 they have 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 twenty (20) school days or forty (40) calendar days of the event giving rise to the grievance. The

grievant shall receive a written response from the principal/head of upper school or designee within twenty (20) school days.

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 Chief Talent Officer by the Association.

Level Two:

If the grievant is not satisfied with the response, the Association may present the grievance in writing to the Superintendent within twenty (20) school days of having received the Level One response. The Superintendent shall schedule and hold the hearing of the grievance within twenty (20) school days and shall respond in writing within twenty (20) school days from the hearing. Failure to respond within the time limits shall constitute a denial.

Level Three:

If the grievance still remains unresolved, it shall be presented to the School Committee in writing within twenty (20) school days after the response of the Superintendent is due. The School Committee shall meet with the member and a representative of the Association within twenty (20) school days in an effort to settle the grievance. The School Committee shall respond in writing within twenty (20) business days of the meeting with the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

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 their 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 their findings of fact with reasoning and conclusions. The Arbitrator's award, if within their jurisdiction, and subject to the foregoing, shall be final and binding on both parties.

In reaching their decision, the Arbitrator 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 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 they designate 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 Chief Talent Officer or 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 their 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 Chief Talent Officer 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 employed, after a posting and interview process, to serve as a substitute teacher in a specific elementary school or upper 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 and fulfill all duties and responsibilities associated for the absent teachers, and perform other duties as assigned by the principal or designee.
- B. Building substitute positions shall be posted for a minimum of fourteen (14) calendar days. Notice of positions which become available during the school year are posted online.
- C. 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.
- D. 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.
- E. 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."
- F. For the life of this agreement, the School Department shall employ no more than fifty (50) building substitutes at any one time.
- G. Effective as of September 1, 2022, building substitutes who provide coverage for a single classroom teacher for an entire school day for more than twenty (20) consecutive days shall be paid a per diem differential equal to the

difference between the extended term substitute per diem rate and the building substitutes per diem rate.

ARTICLE 7 WORKING HOURS AND LOAD

1. The work day for extended term substitutes, general substitutes and day-to-day 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, family conferences, and school faculty meetings. Additionally, extended term substitutes and building substitutes shall attend the professional development days scheduled prior to the start of the school year and within the school year if such professional development days occur during their period of employment as an extended term substitute or as a building substitute. 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 of thirty (30) minutes and a forty-five (45) minute preparation period during a regular day when substituting for a teacher for a full day. When substituting for a position other than a teacher, they may be required to perform other duties and shall have two (2) ten (10) minute breaks for each three (3) hour period and a thirty (30) minute period. When covering for multiple classrooms during a day, they may be required to perform other duties and shall have a lunch break of thirty (30) minutes and may be given either two (2) ten (10) minute breaks for each three (3) hour period or a preparation period that shall be established at the discretion of the principal.
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 Chief Talent Officer and the administrator involved or designee. Alternatively, the Chief Talent Officer or 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 Chief Talent Officer or designee. The outcome of such review is not grievable.

The evaluation process shall be established by the Superintendent or 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 supervisors. 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, PARENTAL, PERSONAL AND BEREAVEMENT LEAVE

1. 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 accrued by extended term substitutes are not carried forward from year to year. Building substitutes may carry over unused sick days. If there is a break in service of one year or less, accrued sick time will be reinstated. If there is a break in service of greater than one year there will be no reinstatement of accrued sick time.
2. 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.
3. Extended term substitutes and building substitutes with accumulated sick days will be able to access accruals, including but not limited to sick time and personal time, through their designated clerk.
4. 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 their rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the Massachusetts Parental Leave Act

(MPLA) or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”).

5. The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination (“MCAD”) guidelines with reference to parental leave. All members of Unit D who have worked for at least three (3) consecutive months in a regularly appointed position of twenty (20) hours per week or more will be eligible for up to eight (8) weeks of paid parental leave (“PPL”) in connection with the birth of a child or the adoption or foster placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is disabled (“Qualifying Event”). The PPL needs to be taken close in time to the birth, adoption or foster placement of the child, and eight (8) weeks of PPL may be taken all at once, or may be spread out over the year but PPL must be used within twelve (12) calendar months following the Qualifying Event. If PPL is used incrementally, it must be used in increments of one (1) work day. No more than eight (8) weeks of PPL will be granted in any twelve (12) month period, regardless of the number of children born, adopted or placed. The PPL runs concurrently with FMLA leave. All members of Unit D may use their accrued time for parental leave in addition to the eight (8) weeks of PPL but sick leave bank time cannot be allocated for parental leave. Unit D members will return to work for a minimum period equal to twice the length of their leave and remain in service unless there are extenuating circumstances, supported by documentation that is acceptable to the school department, which is provided to the Superintendent and Chief Talent Officer.

6. Sick Leave Bank:

The purpose of the Sick Leave Bank is to provide additional sick leave to those staff who are ill and whose personal sick leave, personal leave and vacation days (if any) have been exhausted. Sick Leave Bank days may be allocated for personal illness only.

- a. There shall be a one-time allocation of two (2) days by the School Committee for each bargaining unit member of Cambridge Education Association Units A&B, C, E and for building substitutes who are bargaining unit members of Cambridge Education Association Unit D which shall occur on July 1, 2023 for Unit C members and September 1, 2023 for Units A&B, D and E members. Additionally, each existing bargaining unit member of Cambridge Education Association Units A&B, C, E and for building substitutes who are bargaining unit members of Cambridge Education Association Unit D shall make a one-time contribution of one (1) sick day to the Sick Leave Bank which shall occur on July 1, 2023 for Unit C members and September 1, 2023 for Units A&B, D and E members. Such contribution shall be deducted from each member’s accrued sick days.
- b. The School Committee will deposit two (2) days into the Sick Leave Bank for each newly hired bargaining unit member of Cambridge Education Association Units A&B, C, E and for each newly hired building substitutes who are bargaining unit members of Cambridge Education Association Unit D. Additionally, each newly hired bargaining

unit member of Cambridge Education Association Units A&B, C, E and each newly hired building substitutes who are bargaining unit members of Cambridge Education Association Unit D will contribute one (1) sick leave day. Such contribution shall be deducted from each member's initial allocation of sick days.

- c. Any sick leave days that remain unused in the Sick Leave Bank as of June 30th will roll over into the next year.
- d. In the event that the Sick Leave Bank drops below one hundred (100) days, then it is acknowledged and agreed by the Committee and the Association that each existing bargaining unit member of Cambridge Education Association Units A&B, C, E and building substitutes who are bargaining unit members of Cambridge Education Association Unit D will each contribute one (1) sick leave day to the Sick Leave Bank. Such contribution shall be deducted from each member's accrued sick days on the date when those days are next allocated. In the interim, if the Sick Leave Bank drops below zero (0) days, then the Committee will loan the Sick Leave Bank any days needed and the Sick Leave Bank will return all of those days as soon as those days are next deposited into the Sick Leave Bank.
- e. The Sick Leave Bank Committee will be composed of:
 - i. Three members of the Cambridge Education Association Units A, B, C and E and/or building substitutes who are members of Unit D
 - ii. Three members from the Central Administration of the Cambridge School Department ("School Department" or "Cambridge Public Schools") designated by the Cambridge Superintendent of Schools ("Superintendent").
- f. The Sick Leave Bank Committee will decide, on a majority vote, on an allocation of days from the Sick Leave Bank, using guidelines set forth below:
 - i. All bargaining unit members of Units A&B, C and E and building substitutes who are bargaining unit members of Unit D are eligible to apply for days from the Sick Leave Bank
 - ii. Applicants must have exhausted personal sick leave days, personal days and vacation days (if any) before the effective date of any grant of sick days from the Sick Leave Bank.
 - iii. An official application form must be completed.
 - iv. Applicants must be on an approved medical leave for personal illness. The Superintendent has the right to require an examination by the City of Cambridge's ("City") chief medical officer or representative whose opinion as to the nature or extent of the illness or injury will prevail.
- g. 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; and

- ii. Applicant received Sick Leave Bank days in each of the prior two (2) fiscal years.
 - h. A maximum of forty-five (45) days per applicant may be allotted to any one person in any one fiscal year for their own individual illness after their own personal sick leave days, personal days and vacation days (if any) have been exhausted.
 - i. In the unusual circumstance that a member is experiencing a personal catastrophic illness (e.g., a severe illness requiring a prolonged hospitalization or recovery, or sudden illness or accident that incapacitates the employee for an extended period of time), which is supported by a letter from an attending physician, and they have exhausted their initial allotment of forty-five (45) days from the Sick Leave Bank, the member may apply to the Sick Leave Bank Committee for one (1) final additional extension of twenty (20) days from the Sick Leave Bank.
 - j. The Committee and the Association acknowledge and agree that there will be no petitions, requests or other actions for the creation of independent or voluntary Sick Leave Bank contributions for any union member and that the maximum number of sick days that may be awarded to any member of the CEA Units A&B, C, E and building substitutes who are members of Unit D is capped by the terms and provisions of this Sick Leave Bank Agreement.
 - k. Decisions of the Sick Leave Bank Committee are final with respect to eligibility and entitlement and are not subject to appeal.
 - l. When a member has borrowed from the Sick Leave Bank, they will be required to return to the Sick Leave Bank thirty-three percent (33%) of their annual accrual, rounded to the nearest hour, each fiscal year until the sick days borrowed are repaid in full. Such returns shall be deducted from the member's annual allocation of sick days starting in the fiscal year after their return from medical leave.
7. The parties acknowledge and agree that the annual allocation of sick days for active bargaining unit members of CEA Units A&B, E and building substitutes who are active bargaining unit members of Unit D occurs on September 1 and that the annual allocation of sick days for members of Unit C occurs on July 1. Active bargaining unit members are bargaining unit members who are not on a personal, unpaid leave.
8. Effective September 1, 2024, building substitutes and extended term substitutes may be granted three (3) days of personal leave 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). Subject to exceptions by the Superintendent, no personal leave shall be required or requested 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 building

substitute or extended term substitute has no control. The number of personal days will be pro-rated based upon the time of hire.

9. Any building substitute who retires or the estate of any building substitute who dies during the term of this contract shall be compensated for each day of unused sick leave according to the following:

	<u>Rate Per Day</u>
1-50 days	\$20.00
51-99 days	\$30.00
100 Plus days	50% of per diem rate in the year of retirement or death

For all building substitutes the maximum number of accumulated sick days for which sick leave buyback will be permitted is 400 (four hundred).

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

10. Bereavement Leave. Extended term and building substitutes will be entitled to the following leaves of bereavement without loss of pay or benefits each school year if on assignment as an extended term substitute or building substitute at the time of the loss:
- A. Three (3) consecutive work days when such absence is occasioned by the death of a parent, spouse, child, parent-in-law, sister or brother or relative who resided in the home of the extended term or building substitute.
 - B. One (1) work day when such absence is occasioned by the death of a grandparent, nephew, niece, aunt, uncle, son-in-law, daughter-in-law, sister-in-law or brother in-law.

ARTICLE 10 HEALTH BENEFITS

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

1. The following insurance plans are offered:
 - a. 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. Effective April 1, 2013, the health insurance contribution rate for eligible employees shall be 25%.

- 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.
- 3.
 - a. Effective September 1, 2024, once an individual has achieved general substitute status and has returned to work in the subsequent school year, they will be eligible for health benefits.

In order to maintain continued eligibility for health benefits in each successive year, the individual must work at least forty-five (45) days during the first ninety (90) days of the school year and work at least one hundred (100) days in any CEA Units A, B, D and or E position during the school year. Additionally, any break in the general substitute status shall result in a loss of health benefits.

- b. General substitutes will be notified after the first ninety (90) days of the school year if they are at risk of losing health benefits at the end of the school year because they have not worked at least forty-five (45) days during the first ninety (90) days of the school year. Additionally, general substitutes will be notified at this same time that they will lose health benefits at the end of the school year if they have not worked at least one hundred (100) days in any CEA Units A, B, D and/or E position during the school year. General substitutes will be notified on March 15th or next school day if school is not in session on March 15th if they are at risk of losing health benefits at the end of the school year because they have not worked at least one hundred (100) days in any CEA Units A, B, D and/or E position during the school year.
 - c. Health insurance will be terminated in the event a general substitute does not accept at least one hundred (100) days of work during a school year.
 - d. In order to regain eligibility for health benefits, the individual would need to regain general substitute status by working at least one hundred (100) days in any CEA Units A, B, D and/or E position in the school year in order to be eligible for health benefits in the following school year.
 - e. 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%).
 - f. An individual who is receiving the health benefits under Sections 3(a)-(d) shall be eligible for continuation of such benefits during the period of a documented

approved medical leave of absence. Management shall have the right to require appropriate medical documentation.

4. Eligible substitutes 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 \$2,500.00 (two thousand five hundred dollars) payable on a monthly basis at the rate of \$208.33 (two hundred eight 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. This payment shall not be included in pay for any other purpose.
5. Eligible substitutes 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. Building substitutes eligible for health insurance can elect coverage at open enrollment without limitation as to coverage.
6. Dental and Vision Insurance
All building substitutes, all extended term substitutes who are hired for full school year assignments, and all general substitutes who achieve or continue to achieve general substitute status in accordance with the provisions of Article 10 of this collective bargaining agreement and who are eligible for health insurance under Section 3 of Article 10 will be enrolled in the Cambridge Public Schools Dental and Vision Fund's dental and vision care plans. The School Committee would further agree to contribute up to \$13.00 per week per member. All costs above \$13.00 per week would be shared on a fifty percent (50%) basis between the employer and the employee.

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 provided, however, that there shall be no right to a holiday or holiday pay when the School Committee schedules a school day. General substitutes will be compensated for these holidays when they have substituted the school day prior to and the school day following the holiday.

Indigenous Peoples Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

New Year's Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Juneteenth
Good Friday
Yom Kippur
Rosh Hashanah
Eid

and any other holiday observed by the School Committee on the school calendar as a holiday when school is not in session.

ARTICLE 12 SALARY

	Effective 9/1/2024	Effective 9/1/2025
	Includes 3% COLA, 10% for increased hours, 0.25% for additional three PD hours	Includes 3.5% COLA
Substitute Teacher Day-to-Day	\$196.25	\$203.12
Substitute Teacher Day-to-Day, DESE Certified	\$202.13	\$209.21
General Substitute	\$218.64	\$226.29
General Substitute, DESE Certified	\$225.19	\$233.08
Building Substitute	\$218.64	\$226.29
Building Substitute, DESE Certified	\$225.19	\$233.08

The salary schedule for part time service shall be pro rata.

Any substitute who works as an extended term substitute shall be paid at step one (1) Bachelor of the teachers' schedule. The special education teacher (substantially separate class teacher) or the pre-school special needs class teacher stipend in Appendix A of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B as then in effect will be added if the substitute working as an extended term substitute is assigned in such classroom.

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.

Effective as of September 1, 2022, 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 (one hundred (100) days employment in a school year) in any CEA Unit A, B, C and/or E position) to continue to be compensated at the general substitute rate at the beginning of the next school year if employed as a general substitute. After three years of employment in the Cambridge Public Schools as a general substitute, general substitute status will be maintained for one year should the general substitute work for more than fifty (50) but fewer than one hundred (100) days. Otherwise, the individual will revert to the per diem day to day substitute rate until they requalify for the general substitute rate.

ARTICLE 13 PROFESSIONAL DEVELOPMENT

1. Substitutes who participate in workshops and other professional development activities conducted by the School Department shall be eligible for Professional Development Points (PDP's). Notification of Professional Development opportunities shall be provided through an online listing that will be periodically updated throughout the school year of professional development available to substitute teachers. Building substitutes and extended term substitutes shall participate in all professional learning activities/professional development days required of Unit A members scheduled prior to the start of the school year and within the school year if such after-school professional learning activities/professional development days occur during their period of employment in the Cambridge Public Schools and shall be compensated at their hourly rate for participating in such professional learning activities/professional development days.
2. All substitute teachers are expected to attend one (1) professional development workshop/course if offered by the Cambridge Public Schools during the course of the school year and will be paid their hourly rate for attending this one (1) professional development course
3. All substitute teachers shall be required to attend one (1) mandatory in-person six (6) hour orientation program offered by the Cambridge Public Schools during the two weeks in August prior to the start of school and will be paid at their hourly rate for attending this professional development program. Payment will only be made based upon documented attendance at the professional development program. Substitutes who are hired after the August orientation program has occurred will be able to attend the next orientation program that is offered. The orientation program will be developed by the School Department and the Association. Additional orientation sessions may be offered during the course of the school year, scheduled at the discretion of the Chief Talent Officer or designee and CEA President.

Should there not be an orientation program prior to the substitute's start date that a substitute is able to attend, the substitute will be required to complete an online and/or asynchronous introduction to Cambridge Public Schools that is developed by the School Department and the Association and the policies and procedures review described below in paragraph 5 prior to beginning work. The substitute will be required to attend the next orientation session.

4. All newly hired substitute teachers shall be required to participate in a new substitute induction program of at least six (6) hours duration paid at their hourly rate. This induction program will be developed by the School Department and the Association and may be online and/or asynchronous.

5. Annually, all substitute teachers will be required to attend one (1) session of not more than two (2) hours to review Cambridge Public Schools policies and procedures at their hourly rate. This session may be online and/or asynchronous.

6. Building substitutes will be eligible for tuition reimbursement for job related educational courses. The maximum amount of reimbursement will be \$1,500.00 (one thousand five hundred dollars) per individual per contract year. To be eligible for reimbursement, prior principal or human resources approval for the course to be taken is 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. Total tuition reimbursement amount shall not exceed thirty thousand dollars (\$30,000.00).

ARTICLE 14 CONTROLLED SUBSTANCE AND ALCOHOL TESTING

- a. Controlled Substance Testing. Upon reasonable cause, the Cambridge School Committee will require employees 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 CEA Executive Board 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 a building substitute'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 a building substitute, 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 15 SCHOOL FACILITIES

1. 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.
2. Building substitutes and extended term substitutes will be issued a school department photo identification card. A key for elevators and staff restrooms will be kept in the administrative offices of schools for all substitutes to be able to access.
3. Extended term substitutes, who have had the expenditure for instructional materials used in the course of their employment with the Cambridge Public Schools shall be eligible for a reimbursement amount of up to \$450.00 (four hundred fifty dollars) if the extended term substitute is in the position for over ninety (90) school days. If the extended term substitute is in the position for less than ninety (90) school days and has had an expenditure for classroom and other instructional materials used in the course of their employment with the Cambridge

Public Schools shall be eligible for a reimbursement amount of up to \$225.00 (two hundred twenty-five dollars). The reimbursement will only be paid to extended term substitutes who are active employees within the Cambridge Public Schools and not to extended term substitutes who are on leaves of absence from their employment within the Cambridge Public Schools. Reimbursements cannot be sought for technology purchases, including without limitation, hardware and software.

Extended term substitutes shall be reimbursed for purchases made between two (2) weeks prior to the start of their assignment and two weeks prior to the end of their assignment upon submission of receipts documenting such expenses on an appropriate form as determined by the School Department. Receipts must be submitted within one month of the end of the assignment.

ARTICLE 16 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 17 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 18 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 Chief Talent Officer.
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>Per hour, Pro Rata</u>
September 1, 2024	\$40.00

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.

4. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.
5. Day to Day and General Substitutes will be provided with a welcome packet when they arrive at a school containing names and contact information for school administrators and safety procedures and protocols.

ARTICLE 19 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 their 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, wherever 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 their 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 their 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/guardian/caregiver or any other individual.
 5. The City Solicitor will decide all issues of interpretation and application of this provision.

ARTICLE 20 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 21 T-PASS REIMBURSEMENT AND BIKE SHARING MEMBERSHIPS

Effective September 1, 2022, the School Department shall reimburse each member of the bargaining unit who purchases a T-Pass, up to a maximum of 65% of a T-Pass, up to a maximum of two hundred sixty-five dollars (\$265.00) per month.

Effective three (3) months after ratification of contract, the school department shall reimburse each member of the bargaining unit who purchases one, up to 75% of the cost of a "T" pass, up to a maximum of \$300 per month.

Effective three (3) months after ratification of contract, in order to access this benefit, members will need to use the payroll deduction process.

The City shall offer a bike sharing membership to unit members on the same terms as non-union employees.

ARTICLE 22 DURATION

This agreement shall be in effect as of September 1, 2024 and shall continue in full force until August 31, 2026.

Appendix A

Cambridge Public Schools
DAY-T0-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: _____

APPENDIX B

**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-Ross

Paul Ross

FOR THE CAMBRIDGE SCHOOL COMMITTEE



Katherine Christo
Interim Executive Secretary to the School Committee



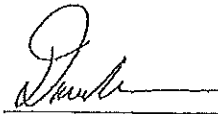
David Murphy
Interim Superintendent of Schools



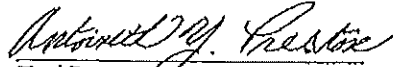
Ivy Washington
Chief Financial Officer

Voted by School Committee on 8/6/24
Order Number: C24-175

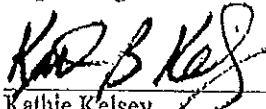
FOR THE CAMBRIDGE EDUCATION ASSOCIATION



Dan Monahan
President, Committee Chair



Toni Preston
Negotiating Committee



Kathie Kelsey
Negotiating Committee