

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

September 1, 2024 to August 31, 2026

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AGREEMENT BETWEEN THE  
CAMBRIDGE SCHOOL COMMITTEE AND THE  
CAMBRIDGE EDUCATION ASSOCIATION  
UNIT E – PARAPROFESSIONALS  
2024-2026

AGREEMENT

This Agreement is made and entered into on this first day of September 2024 by and between the Cambridge School Committee (the "Committee") and the Cambridge Education Association, Unit E - Paraprofessionals (the "Association") under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 1  
RECOGNITION

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

ARTICLE 2  
SCOPE

1. If any part or provision of the Agreement is found to be contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, and the validity of any other part or provision shall continue in full force and effect
2. Neither the Committee nor the Association will discriminate against any paraprofessional covered by this Agreement or applicant for employment because of race, color, creed, sex, marital status, age, disability, sexual orientation, national origin, ethnicity, ancestry, religion, genetic information, veteran status, gender identity, pregnancy or pregnancy-related status.

ARTICLE 3  
GRIEVANCE AND ARBITRATION PROCEDURE

1. PURPOSE:

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

2. DEFINITION:

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

3. ADJUSTMENT OF GRIEVANCE:

(a) Informal Procedure

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

(b) Formal Procedure

PROVISIONS APPLICABLE TO GRIEVANCE AT STEP 1, STEP 2

Each written statement of a grievance shall include: (1) a concise statement of facts constituting the grievance; (2) a date upon which the act or omission giving rise to the grievance occurred; (3) if applicable, the later date upon which the member first learned of the same and a concise statement of the reasons why the member should not be held to have learned of the same earlier; and (4) the dates of all prior written presentations if any. Each statement under Step 2 shall be signed on behalf of the Association by its President or a Vice-President. Conferences held under this procedure shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons who are involved to attend and there will be no loss of salary for working time spent by employees who participate in conferences in the event they are held during working hours.

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

STEP 1. The Association's President with the aggrieved employee shall take up the grievance or dispute in writing with the immediate supervisor within twenty (20) school days or forty (40) calendar days of the date of the grievance or their knowledge of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the President within twenty (20) school days of the date of the grievance or their knowledge of its occurrence.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools within twenty (20) school days after the immediate supervisor's response is due. The Superintendent shall schedule and hold the hearing of the grievance within twenty (20) school days. The Superintendent shall respond to the President in writing within twenty (20) school days of the hearing. Failure by the Employer or its representatives to respond within the time period stipulated for response in Steps 1 and 2 shall be construed as a denial of the grievance.

STEP 3. If the grievance still remains unsolved, it shall be presented to the School Committee in writing within twenty (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) school 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.

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

4. RECORDS

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

5. REPRISALS

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

6. GENERAL

- a. Any grievant may be represented at all stages of the grievance procedure by a person of their own choosing, except that they may not be represented by a representative or any officer of any other organization, other than the Association. When a member is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
- b. Decisions rendered at Steps 1, 2, 3 and 4 of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant(s) and the Association.
- c. In the event an aggrieved person does not desire to take action under this grievance

procedure, the Association may process the grievance.

- d. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- e. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in said Article under Definitions, Paragraph (a) of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at the decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

#### ARTICLE 4 SALARIES

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

| <u>Effective Date</u> | <u>Increase</u> |
|-----------------------|-----------------|
| 09/01/2024            | 3.5%            |
| 09/01/2024            | 3%              |

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

- B. Salaries shall be paid in twenty-four (24) equal payments, on the fifteenth (15th) and last day of each month.
- C. To be eligible to advance to the next annual salary step, paraprofessionals must actively work at least 110 school days in the previous school year as a regularly appointed paraprofessional in the Cambridge Public School Department. Approved FMLA or medical leave (whether paid or unpaid) counts towards the 110 days but personal leaves do not count.
- D. Any salary lane adjustment to which an employee is entitled to in September shall be based upon a documentation of enrollment by July 15. Such documentation shall be based on an official document from the participating institution or increment credit. The salary adjustment will be implemented in September if the employee provides:

Documentation of enrollment by July 15.

By August 15th a letter from the Registrar on university/college stationery stating that the individual has successfully completed the course.

An official transcript must be received by October 1st.

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

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

A staff unit of training is defined as follows:

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

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

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

E. A paraprofessional may be requested to serve as a substitute teacher under the following conditions:

1. A Principal may request the paraprofessional to substitute in those classes which they deem educationally appropriate.

2. The substitute teaching rate will be \$12.25 (twelve dollars and twenty-five cents) per hour in addition to their regular salary. The substitute teaching rate will be pro-rated if the paraprofessional is substituting for a teacher in a program or school that is regularly scheduled as a seven or eight hour day.
3. Payment shall be made on a monthly basis based upon submission of approved timesheets.
4. A paraprofessional who works with more than one teacher will be given the opportunity to arrange their schedule cooperatively with the teachers so that they will not be denied the opportunity to substitute, subject to the approval of the Principal.
5. Paraprofessionals shall be entitled to a teacher's preparation time when they act as a substitute teacher.
6. Paraprofessionals shall not receive an additional per diem for substituting for another paraprofessional.
7. A paraprofessional substituting for a teacher, which substitution has been approved by the principal, will receive the substitute teaching rate for less than a full day of substitute work if the paraprofessional is substituting for a teacher for a full class period or more than sixty (60) minutes.
8. A paraprofessional serving in an elementary program who, in accordance with the provisions of Article 4-E(5) of the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee, is acting as a substitute teacher covering classes for a full day will be indemnified for lost preparation periods on the following basis:

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

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

9. Paraprofessionals with at least a Bachelor's degree from an accredited college/university selected to assume an Extended Term Substitute position of one year or less or who have substituted for an absent teacher for twenty (20) or more consecutive days shall be paid based on the Bachelor's Step 1 lane in the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. The special education teacher (substantially separate class teacher) stipend or the pre-school special needs class teacher stipend in Appendix A of the CEA Units A&B collective bargaining

agreement as then in effect will apply if the paraprofessional is assigned to serve as an Extended Term Substitute in such classroom. If the paraprofessional who has selected to assume an Extended Term Substitute position of one year or less or has substituted for an absent teacher for twenty (20) or more consecutive days and is working in a school with Extended Learning Time, then while serving as an Extended Term Substitute, the paraprofessional shall also be paid the teacher rate for the additional hours worked at the Extended Learning Time school as set forth in the Extended Learning Time Agreement between the Cambridge School Committee and the Cambridge Education Association as then in effect.

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

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

- G. All new hires and transfers into the bargaining unit will be placed at the appropriate step on the relevant salary schedule. Full credit on the salary schedule, not to exceed six (6) years will be given for prior experience as a paraprofessional or a teacher in a K-12 public or private school or as a building substitute or extended term substitute within the Cambridge Public Schools upon initial employment. Credit greater than six (6) years may be provided at the sole discretion of the Superintendent or designee. A salary schedule adjustment for educational credits received prior to employment must be requested by the employee within the first 90 days of employment. Proper documentation of such educational credits must be submitted with the request, which is subject to the approval of the Chief Talent Officer or designee.

Effective within sixty (60) days of the ratification of the successor collective bargaining agreement by both parties, and upon a request of the employee within ninety (90) days of the ratification of the successor collective bargaining agreement between the parties, the Office of Human Resources will conduct a one-time only review for all bargaining unit members currently on Steps 2 through 6 to determine their prior experience as a paraprofessional or teacher in a K-12 public or private school or as a building substitute or extended term substitute within the Cambridge Public Schools. Proper documentation of such educational credentials must be submitted with the request which is subject to the approval of the Chief Talent Officer or designee and which is not subject to the grievance process and is not arbitrable. This provision will sunset as of August 31, 2026.

#### ARTICLE 5 DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees dues for the Cambridge Education Association, Massachusetts Teachers Association and the National Education Association, as said paraprofessionals individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Associations. Paraprofessional

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

- B. Each of the Associations named in Section A will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in equal monthly installments during the school year. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than four (4) weeks prior to the preparation for the payroll from which the deductions are to be made.

## ARTICLE 6

### WORK HOURS, WORK WEEK AND WORK YEAR

#### A. Work Day:

- 1. All paraprofessionals may work out a different day with the Chief Talent Officer by mutual agreement. All hours shall be consecutive.
- 2. For all paraprofessionals the normal work day shall fall between 7 a.m. and 5 p.m.
- 3. All seven (7) hour elementary and upper school paraprofessionals will begin their workday fifteen (15) minutes prior to the starting time established for students and will end their workday fifteen (15) minutes after the time established for the dismissal of students. The workday for all high school paraprofessionals will begin fifteen (15) minutes prior to the starting time established for students and will end their workday fifteen (15) minutes after the established time for the dismissal of students. In Elementary and Upper Schools, on Wednesdays, paraprofessionals will be included in the collaboration or offered opportunities for their own collaboration.

#### B. Work Week:

- 1. The normal work week is five days, Monday through Friday. The School Committee retains the right to establish a different work week and work day in response to an unusual situation including rescheduling of work due to school closings caused by weather conditions.
- 2. There will be a pool of thirty-eight (38) hours per year for school curricular/staff development, scheduled tutoring services or family conference services. This time will not be required during the following weeks: opening week, Thanksgiving week, and the five (5) school days prior to the beginning of the December vacation week, and the five (5) school days prior to the last day of school. This pool of thirty-eight

(38) hours will be scheduled by each principal/dean subject to the following rules:

- (a) Each Principal/Dean will schedule the use of such time after consulting with the Faculty Advisory Committee in their school building or small learning community at CRLS.
- (b) Principals/Deans will make reasonable efforts to give one (1) month advance notice of any scheduled meeting/event.
- (c) Principals/Deans also will make reasonable efforts to provide a tentative schedule of meetings/events contemplated for the upcoming school year by the end of the first week that school is in session. The parties acknowledge, recognize and agree that the provision of such a tentative schedule does not alter the notice requirements set forth in Article 6, Section B, 2 (b) and Article 6, Section B, 3(c)(ii).
- (d) Principals/Deans will accommodate staff who are already enrolled in outside courses or seminars.
- (e) Principals/Deans will not schedule more than three (3) hours of such time in a week, and no session will be more than two (2) hours in length.
- (f) Principals/Deans will not schedule more than twelve (12) hours of such time in any given month.
- (g) The hours will be contiguous with the school day. Sessions where paraprofessionals are from the same building and virtual meetings will begin no more than ten (10) minutes from the end of their work day. Sessions where paraprofessionals are from multiple schools will begin no more than thirty (30) minutes from the end of their work day.
- (h) The scheduling of such time will be exclusive of early release days (i.e., up to two (2) such hours may be scheduled following the end of paraprofessional working hours on early release days).

3.

- (a) The Superintendent or designee can require members of the bargaining unit who are affected by mergers, consolidations or program initiatives to be effective during the life of the contract to participate in up to thirty (30) hours of mandatory staff development and/or training, paid at the workshop participant rate, during the course of the school year during which the contract is in effect
- (b) Either the Superintendent of Schools will notify the Superintendent's Advisory Committee or the Chief of Academics and Schools will notify the Professional Learning Committee as determined by the Superintendent of Schools when it becomes known that there are mergers,

consolidations or major program initiatives that will trigger affected bargaining unit members to participate in mandatory professional development.

- (c) Principals/Deans can require all other members of the bargaining unit to participate in up to 15 hours of mandatory staff development and/or training, paid at the participant workshop rate, during the course of the school year.
- (d) The training described above in sections a and b of Article 6-B-3 will be scheduled at any time during the period from the week before the start of the school year to within five business days of the last day of the school year and no later than June 30<sup>th</sup>, subject to the following rules:
  - i. The Superintendent or designee or Principal/Dean shall schedule the use of such time after consulting with respectively, the Professional Development Working Group or Faculty Advisory Committee.
  - ii. Principals/Deans will make reasonable efforts to give one (1) month advance notice to all staff of any scheduled sessions pursuant to Article 6-3(b). The Superintendent or designee will make reasonable efforts to give three (3) months advance notice to all staff of any scheduled sessions pursuant to Article 6-3(a).
  - iii. Principals/Deans will accommodate staff who are already enrolled in outside courses or seminars.
  - iv. Such sessions will not be held on weekends.
  - v. When such sessions are scheduled on school days, Principals/Deans or the Superintendent or designee will not schedule more than three (3) hours of such time in a week, and no session will exceed two (2) hours in length.
  - vi. When such sessions are scheduled on school days, Principals/Deans or the Superintendent or designee will not schedule more than twelve (12) hours of such sessions in any given month.
  - vii. When such sessions are scheduled on school days, the hours of such sessions will be contiguous with the school day.
  - viii. The total number of hours that may be scheduled pursuant to Article 6-B-2 and Article 6-B-3 in any week when school is in session is five (5) hours.

- ix. The maximum number of hours that can be required of a member of the bargaining unit pursuant to Article 6 B-2 and Article 6 B-3 during the course of any school year is thirty (30) hours.
- C. Each paraprofessional shall receive a paid, duty-free lunch period of at least thirty (30) minutes duration. The length of the lunch period shall not be inconsistent with current practice.
  - D. Each paraprofessional shall receive a duty-free break of at least ten (10) minutes for each three (3) hour shift. The timing of said break shall be established at the discretion of the supervisor.
  - E. Work Year:  
  
The work year for paraprofessionals shall be the school year for students plus two (2) full professional development days which shall occur on the Tuesday and Wednesday of the week preceding the start of school, and shall report to work at their respective schools for a full day on the Thursday of the week preceding the start of school for preparation for school opening.
  - F. Effective as of September 1, 2025, paraprofessionals shall work and participate in one of the Professional Development Days in the fall or spring included in the regular work year for teachers designated by the Superintendent or designee, and they shall also fully participate in the release day programs provided for teachers during the school year. Notification of the date of the professional development day will be provided to unit members prior to the start of the school year.
  - G. Extended Learning Time Schools
    - 1. The contractual day for all six and a half (6½) Unit E members at the Extended Learning Time (“ELT”) schools increases to seven hours beginning in school year 2024-2025. The contractual day for all seven (7) hour Unit E members at the Extended Learning Time (“ELT”) Schools increases to seven and a half (7½) hours beginning in school year 2024-2025. Unit E members who work the additional ELT hours at the ELT schools will be paid on the eight (8) hour Unit E salary schedule.
    - 2. The additional ELT hours at the ELT schools shall expire following the 2024-2025 school year unless the District affirmatively decides to maintain the existing hours for the 2025-2025 school year as a result of the community processes at each of the ELT schools. The paraprofessionals who worked the additional ELT hours at the ELT schools shall revert back to their respective seven (7) or seven and a half (7½) hour positions, as applicable, for the 2025-2026 school year.
    - 3. If, as a result of the community process in the spring and the fall of 2024, the School Committee decides to keep one or both ELT schools but make changes to the existing hours for the 2025-2026 school year, the School Committee and the CEA will bargain

any effects on the terms and conditions of employment of CEA Unit E members working at the affected ELT schools(s).

## ARTICLE 7 EVALUATION

- A. The work performance of each paraprofessional will be evaluated annually.

By October 1st or within one (1) month of the date of hire all paraprofessionals will receive the rubric and notification of who their Teacher Supervisor(s) and Evaluating Administrator are from their Evaluating Administrator.

All Paraprofessionals will have a conversation with their Teacher Supervisor by November 30 or within two (2) months of hire during which they review the rubric and identify strengths and areas of growth. Paraprofessionals or Teacher Supervisors can request that the Evaluating administrator be present during that meeting. Any such request will not be unreasonably denied. Paraprofessionals with fewer than three years of experience and paraprofessionals rated overall “Needs Improvement” or “Unsatisfactory” the previous year will receive written feedback by December 15. Written feedback will include specific areas needing improvement and support that will be in place.

Teacher Supervisor(s) will draft the summative evaluation and share it with the Evaluating Administrator for approval. Then the Teacher Supervisor(s) will meet with the paraprofessional to discuss the evaluation and make adjustments to the draft as necessary. Paraprofessionals or Teacher Supervisors can request that the Evaluating administrator be present during that meeting. Any such request will not be unreasonably denied. Paraprofessionals will receive their final evaluation by May 1. Paraprofessionals will have the right to respond in writing to the final summative evaluation within 5 school days of receipt.

- B. In the event of a disagreement concerning any evaluation, the paraprofessional involved shall have the right to apply to the Superintendent for another evaluation to be conducted by a person designated by the Superintendent, provided said designee was not one of the original evaluators. Such approval shall not be unreasonably withheld. Said evaluation is to be filed in the paraprofessional’s personnel file.
- C. No material originating after original hiring which is derogatory to a paraprofessional's conduct, service, character, or personality will be placed in their personnel file without their knowledge. The paraprofessional shall be given an opportunity to review such material upon request in writing to the Chief Talent Officer. The paraprofessional shall affix their signature to copies for filing; such signature in no way indicates agreement with the contents thereof. The paraprofessional shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or designee and attached to the file copy.

- D. Paraprofessionals will have the right, upon written request and reasonable notice, to review the contents of their personnel file during normal business hours and to have a representative of the Association accompany them.
- E. During the first year of employment with the School Department, a member of this unit shall be considered a probationary employee and employment may be terminated at the discretion of the employer at any time during such period. Such first year shall be defined as being a minimum of 90 days on the active payroll. Thereafter, in the second and third years of employment, the employee may be disciplined or discharged during a school year for good cause. The second and third years of consecutive employment shall each be considered annual appointments, and employment may be terminated at the end of each year at the discretion of the employer. Such termination shall not be grievable. After three consecutive years of employment, the employee shall not be disciplined, discharged, or terminated except for just cause, which shall include, but not be limited to economic reasons.

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

## ARTICLE 8 REDUCTION IN FORCE

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

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

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

1. The prime task of a paraprofessional lies in facilitating the work of the supervising teacher.

2. Paraprofessionals shall be responsible for supporting the teacher in all curriculum activities in the classroom.
3. The paraprofessional acts under the direction of the supervising teacher.
4. The paraprofessional's meeting of qualifications as defined under federal law and the paraprofessional's ability to work effectively with teachers, students and administrators will be considered.
5. Paraprofessionals will act under the direction of the Principal or designee in terms of the overall educational needs of the school.

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

1. Regular program Paraprofessionals
  2. Library program Paraprofessionals
  3. Grant Paraprofessionals (each Grant is a separate classification)
  4. Bilingual Paraprofessionals
  5. Paraprofessionals to Instruction (Secondary)
  6. Occupational Education Instructional Paraprofessionals
  7. Special Needs Instructional Paraprofessionals
  8. Title I Paraprofessionals
  9. Any other classification
- C. When an employee on layoff has been employed by the Cambridge School Committee for three years or more, they shall have recall rights to that position or a similar position, for a period not to exceed twenty-four (24) months. Paraprofessionals shall be recalled in reverse order of layoff.
- D. Notwithstanding any of the provisions of the foregoing sections of this Article, any member of the bargaining unit who is released from a position in a Title I school because they have not met the requirements of the Every Student Succeeds Act, including without limitation the requirements of education and status as "highly qualified," shall not have bumping rights to any positions in other schools and will not be treated as either a voluntary or involuntary transfer to another school and shall not be entitled to reassignment to another school.

## ARTICLE 9 PROTECTION

- A. The School Committee shall provide indemnification for paraprofessionals to the extent required by M.G.L. Chapter 258.
- B. Any damage to or theft of a unit member's clothing or personal property shown to have been caused by Cambridge Public Schools student(s) and/or other persons arising out of the unit member's performance of their duties shall be reimbursed by the School Department in

an amount not to exceed \$1,000.00 (one thousand dollars), less any insurance reimbursement, provided the incident is fully and promptly reported on forms provided by the City Solicitor and provided there is full cooperation on the part of the unit member with the City Solicitor in any prosecution. The City Solicitor will decide all issues of interpretation and application of this provision.

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

## ARTICLE 10 INSURANCE

- A. The following medical insurance plans are offered:

1. HMO Insurance Offerings: Employees may participate in Blue Choice (a BC/BS HMO plan product), Harvard Pilgrim Health Plan, or other plans available to City employees. Effective April 1, 2013, the health insurance contribution rate for all employees hired on or after April 1, 2013 shall increase to 25%. Effective September 1, 2017, the health insurance contribution rate for all employees hired prior to April 1, 2013 shall be 15%.
2. Indemnity Medical Insurance Offering: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety-nine percent (99%) of the premium of that plan.
3. Starting September 1, 2016, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,600.00 (one thousand six hundred dollars) payable on a monthly basis at the rate of \$133.33 (one hundred thirty-three dollars and thirty-three cents) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. Effective September 1, 2017 eligible employees, who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,800.00 (one thousand eight hundred dollars) payable on a monthly basis at the rate of \$150.00 (one hundred fifty dollars) per month.

This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own (e.g. spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting conditions limitations.

Employees can elect coverage at open enrollment with limitations as to other coverage.

Within sixty (60) days of ratification of the collective bargaining agreement by both parties, the City and school department will offer a one-time thirty (30) day window for enrollment in the health insurance waiver to those members of Unit E who are currently un-enrolled in either any health insurance or health waiver.

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

#### ARTICLE 11 SICK LEAVE

- A. Paraprofessionals will be entitled to fifteen (15) sick leave days each school year as of September 1<sup>st</sup> of said school year.

Sick leave days may be accumulated from year to year without limitation. All new employees should be granted one and one-half (1½) days sick leave for each month of service up to a maximum of fifteen (15) days in any year.

- B. Paraprofessionals, or their designated school clerk, can access their sick leave, personal or compensatory time through the Time and Attendance system where they can view accruals or time taken.

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

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

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

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

D. Sick Leave Bank:

1. 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.
2. The parties acknowledge and agree that the annual allocation of sick days for active bargaining unit members of CEA Unit E occurs on September 1. Active bargaining unit members are bargaining unit members who are not on a personal, unpaid leave.

E. Attendance Incentive Plan:

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

Amount  
\$275.00

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

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

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

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

## ARTICLE 12

### TEMPORARY LEAVES OF ABSENCE

- A. Paraprofessionals will report absences through the school department's online absence reporting system and to the principal or designee via email at least two hours before the starting time of their school, barring unforeseen circumstances which make it impossible to do so then notice of such absence must be made at least one hour before the starting time of their school or as soon as practicable thereafter.
- B. Paraprofessionals will be entitled to the following temporary leaves of absence without loss of pay or benefits each school year:
  - 1. Three (3) days personal leave of absence may be granted subject to the approval of the Superintendent, whose approval will not be unreasonably withheld. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies). Subject to exceptions by the Superintendent, no personal leave shall be requested or granted for the day immediately preceding or immediately following a holiday or a vacation period. Personal leave shall be granted for the purpose of transacting or attending to personal affairs and situations over which the applicant has no control.
  - 2. Time necessary for appearance for any school-related legal proceedings which the paraprofessional is required to attend.
  - 3. Each member of the bargaining unit shall be granted leave of absence without loss of salary for five (5) consecutive work days when such absence is occasioned by death of a relative who resided in the home of the employee and when such absence is occasioned by the death of a parent, spouse, child, parent-in-law, sister or brother whose place of residence was other than in the home of the employee.
  - 4. Each member of the bargaining unit shall be granted leave of absence without loss of salary for three (3) consecutive work days when such absence is occasioned by death of a grandparent or grandchild. Leave of absence without loss of salary for not more than one (1) day shall be when such absence is occasioned by the death of a nephew, niece, aunt, uncle, son-in-law, daughter-in-law, sister-in-law, or brother-in-law whose place of residence was other than in the home of the employee.

5. The employee shall be entitled to leave without loss of pay for any period of time in which the employees are required to serve as a juror pursuant to the dictates of Massachusetts General Law Chapter 234, Section 1B and Massachusetts General Law, Chapter 234A, Section 37, as it is applicable to municipal employees and employers. Employees shall further be entitled to leave without pay for any period of time in which the employee is required to appear as a witness in any court proceedings pursuant to a summons wherein the employee is not a party to the same; however, if the proceeding arises out of litigation involving the Cambridge School Committee, the City of Cambridge, its agents, servants or employees, the employee shall be entitled to leave without loss of pay for any and all periods of time lost for appearance as a witness in any court proceeding.
6. Time necessary for appearance for any legal proceedings to which the paraprofessional is required to attend.

ARTICLE 13  
EXTENDED LEAVES OF ABSENCE

- A. Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise 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").
- B. The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination ("MCAD") guidelines with reference to parental leave. All Unit E members 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 Unit E members 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 E 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.

- C. A paraprofessional of either sex is entitled to a leave of absence without pay for the purpose of caring for a newly-born or adopted child, or for placement of a child with the unit member pursuant to a court order subject to the following conditions and limitations:
1. Request for such leave shall be made at least thirty (30) days prior to the date on which said leave is to begin.
  2. Such leave, and any pregnancy disability leave that involves the same child, shall not in total impact upon more than two (2) consecutive years.
  3. Return from such leave shall be in September unless otherwise mutually agreed to by the paraprofessional and the Superintendent or designee. Failure to give notice to the Chief Talent Officer by April 1 of the paraprofessional's intention to return the following September shall be construed to mean that the paraprofessional has resigned.
  4. Unless otherwise mutually agreed to by the paraprofessional and the Superintendent or designee, a paraprofessional who has taken a leave pursuant to this section must actually work one full year before being eligible for another such leave.
  5. A paraprofessional may not engage in remunerative employment inconsistent with the purpose of this leave during the leave. "Inconsistent" shall be defined as more than half time employment or employment during the day, outside the home.
- D. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the paraprofessional's immediate family.
- E. After four (4) years continuous employment by the Cambridge School Committee, a one-year leave of absence may be granted without pay for educational reasons.
- F. A paraprofessional may be granted a leave of absence of up to one year for health reasons, which may be extended as appropriate. Requests for such leaves or extensions will be submitted in writing and supported by appropriate medical documentation. Accumulated sick leave, if any, may be applied during an approved medical leave of absence. Any paraprofessional whose personal illness extends beyond the period granted must apply for an extension of such leave to the Superintendent.
- G. All benefits to which a paraprofessional was entitled at the time their leave of absence commenced, including accumulated sick leave, will be restored to them upon their return. Seniority shall not accumulate while a paraprofessional is on an unpaid leave of absence. If the leave of absence was for health reasons and such leave was for a period of less than six (6) months, they will be assigned the same position which they held at the time such leave commenced, if still in existence and vacant; or, if not, to a substantially equivalent position. If such leave extends beyond the period to eight (8) months, the employee will be reinstated to their position or a substantially similar one if one is available; otherwise, the employee

will be put on a list for the first available similar position for one calendar year. Any leave taken pursuant to this Article shall not extend beyond June 30th.

- H. All requests for extensions or renewals of leaves will be applied for in writing. A paraprofessional's request to their prior position upon return from such extension or renewal will be arranged on an individual basis.
- I. A paraprofessional on leave must inform the Superintendent in writing prior to April 1, if the paraprofessional intends to return to full-time work the following year.
- J. Leave of Absence for the CEA President. The CEA President shall be granted a full-time paid leave of absence. A union member serving as the CEA President shall not be eligible for the attendance incentive or other stipends which are not part of the union member's base salary set forth in this collective bargaining agreement during the period of time that the union member is serving as the CEA President. Notwithstanding anything in this contract to the contrary, the President of the CEA shall have the right to return to their building/grade/department, provided they exist when said leave is completed.

#### ARTICLE 14 PROFESSIONAL DEVELOPMENT

- A. The Cambridge Public Schools will ensure adequate professional development opportunities for paraprofessionals by regularly offering in-district professional development as determined by the Superintendent or designee. All required training will either be during regular work hours or they will be compensated at their prorated, daily rate for attendance. Logistics and agendas for all mandatory professional development sessions will be provided at least one month in advance and feedback will be collected and shared with the Professional Development Working Group.

The Committee and the CEA agree that there shall be a Professional Development Joint Working Group consisting of at least four (4) Unit E members (one from the elementary level, one from the upper school level, one from the high school level and one from Office of Student Services) designated by the CEA President and up to three (3) administrators designated by the Superintendent. This Joint Working Group on Professional Development shall be co-chaired by one individual designated by the Superintendent and by one individual designated by the CEA. This Professional Development Working Group shall be advisory to the Superintendent. The work of the Joint Working Group will include consultation on plans for professional development days, reviewing feedback from professional development attended by paraprofessionals and other topics as determined by the co-chairs of the Joint Working Group and members of the Joint Working Group. The meeting frequency of this Joint Working Group shall be monthly or at any other frequency as jointly agreed to by the co-chairs of the Joint Working Group. Up to five (5) times per year, the meeting of this Joint Working Group may coincide with the Units A&B Professional Learning Committee.

- B. The School Committee will offer two courses for increment credit each year to members of

the bargaining unit, provided that the number of participants in each course shall be determined solely by the employer. Although they shall receive credit, employees shall not be paid for the hours spent attending the course.

- C. Paraprofessionals will be eligible for tuition reimbursement for job-related educational courses. The maximum amount of reimbursement will be \$1,000 (one thousand dollars) per individual per contract year. To be eligible for reimbursement, prior principal approval for the course to be taken shall be required, and a final course grade of at least “B-” shall be required unless the course is only offered Pass/Fail, in which case a “passing” grade will suffice. Effective September 1, 2020, the total tuition reimbursement amount shall not exceed thirty thousand dollars (\$30,000.00).
- D. All newly hired paraprofessionals shall be required to participate in a new paraprofessional orientation program of not more than eight (8) hours duration during the two weeks in August prior to the date on which Unit E members report to work, and will be paid at their hourly rate. This orientation program will be developed by the School Department and the Association. Paraprofessionals who are hired after the August orientation program has occurred or were unable to attend the August orientation will be able to attend the orientation program when next offered and will be paid at their hourly rate. 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.
- E. Effective July 1, 2025, all newly hired bargaining unit members will be required to participate in a new paraprofessional induction program developed by the School Department and the Association and the maximum time for this program will be not more than ten (10) hours. Such an induction program will be scheduled during the week in August which is two weeks prior to the first day of school for students. Bargaining unit members who are required to participate in the induction program will be notified of the dates of the induction program. Bargaining unit members who are hired after the induction program has been held will be required to attend the induction program in the following school year.
- F. Paraprofessionals who are enrolled in a Massachusetts Department of Elementary and Secondary Education approved Teacher Certification Program will, if necessary and possible, be reassigned or transferred to a position in which they can complete their internship that is required as part of their Teacher Certification Program. If it is not possible to reassign or transfer the paraprofessional to position in which they can complete this internship, then they will be permitted to take an unpaid leave of absence from their position for the duration of the internship that is required as part of their Teacher Certification Program and they will be permitted to receive compensation from another organization during this internship.

#### ARTICLE 15 VACANCIES/TRANSFER/REASSIGNMENT

- A. Notice of all vacancies in the bargaining unit shall be posted by mailing to the President of the Association and by posting on the Cambridge Public Schools website at least ten (10)

days prior to the due date of applications for such positions. Notices of Vacancies shall include the hours and location for the positions.

- B. Paraprofessionals who are assigned to the regular elementary school program who move from one elementary school to another elementary school will be considered under the transfer language of this contract. All other paraprofessionals covered under this contract who move from one program (*see* Article 15, Section G) to another program within the Cambridge School Department will be assigned under the transfer language of Article 15 of this contract.
- C. When a position is declared vacant by the Superintendent or designee as a result of death, retirement, promotion, resignation, newly-created positions or titles, transfer, or any other reason, the position must first be made available to members of the bargaining unit through a posting to all schools and departments. Qualified members of the bargaining unit will be given the opportunity of an interview. In the filling of vacancies, seniority shall prevail when qualifications are substantially equal.
- D. All job applicants shall be notified of decisions reached within two (2) weeks of the date of appointment to positions.
- E. From time to time, it may become necessary for the Superintendent or designee to initiate a transfer. In such cases, a written notice stating the reason for the transfer shall be given to the paraprofessional prior to the time of the transfer. When involuntary transfers are necessary, a paraprofessional's performance and length of service in the Cambridge School Department will be considered in determining which paraprofessional is to be transferred. Any paraprofessional involuntarily transferred shall be given the opportunity to discuss the transfer with the Chief Talent Officer. At this time, they will be given an opportunity to examine a list of all vacancies for which they believe themselves qualified. After examination, they may select vacant positions for which they wish to be considered. The Chief Talent Officer will notify the responsible administrator of such interest and will request that the involuntary transferee be interviewed.

Said selection will not be denied by the Superintendent or designee without, in their judgment, good reason. The President of the Association shall be notified by the Chief Talent Officer of any Paraprofessional who is involuntarily transferred.

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

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

All other paraprofessionals covered under this contract who move from one school to another within the same program will be considered reassigned. The Superintendent or

designees may reassign an employee without contravening the transfer provisions of this Agreement.

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

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

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

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

#### ARTICLE 16 LONGEVITY

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

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

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

#### ARTICLE 17 GENERAL

A. The Association shall have the right to use the school building for meeting and/or the school

athletic facilities without cost on their own time. The present policy on the use of the above facilities shall continue.

- B. A copy of the School Committee agenda will be sent to the President of the Association at least twenty-four (24) hours prior to the meeting.
- C. Emergency Bystander Aid Stipend: It will be offered after regular school hours and/or release days.

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

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

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

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

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

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

such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

- F. Past practice shall govern the use of temporary contracted services for peak loads and unforeseen emergencies. Any such subcontracting shall in no way contribute to an involuntary reduction in the workforce.
- G. Employees shall be notified by no later than June 30<sup>th</sup> if they are not going to be rehired for the following school year.
- H. The School Committee will notify the President of the Association in accordance with the provisions of M.G.L.c. 150E, Section 5A regarding new hires.
- I. The Cambridge School Committee shall exert every reasonable effort to maintain a safe and healthy teaching and learning environment in each school.
- J. The Association and the Committee shall share equally in the cost of printing this agreement.
- K. One (1) paraprofessional from each school building will serve on the faculty advisory committee for the building. The faculty advisory committee will be elected on a representative level. These members will be elected from the uni

Three (3) paraprofessionals designated by the CEA will be members of the Superintendent's Advisory Committee.

L. Substance and Alcohol Testing

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

The employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) addresses an employee, a union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the employee may select another CEA member to accompany 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 their situation with an approved Employee Assistance Program counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post-rehabilitation unannounced drug testing.

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

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

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

M. Bike Sharing Membership

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

N. T-Pass Reimbursement

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 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.

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

#### ARTICLE 18 DURATION

- A. This Agreement shall be effective for a period of two (2) years, beginning on September 1, 2024 and expiring on August 31, 2026, unless the parties mutually agree to extend the Agreement in writing.
- B. Upon mutual consent, the parties may amend this Agreement in writing at any time.
- C. Either party may initiate negotiations for a successor agreement at any time in the 2025-2026 school year by sending written notice by mail and email to the other part.

## APPENDIX SALARY SCHEDULES

Salary Schedules shall apply to all paraprofessionals who work at least a seven (7) hour day.

The salary for any paraprofessional who works a seven and a half (7½ ) hour day salary shall be 7.15 percent more than the corresponding salary of the seven (7) hour schedule.

Any paraprofessional who works an eight (8) hour day salary shall be 14.29 percent more than the corresponding salary of the seven (7) hour schedule.

The hourly before school and after school stipend rate for work outside of the Unit member's regular hours and the hourly participant workshop rate will be at the Unit member's hourly rate.

The hourly summer school stipend rate will be \$35.00 (thirty-five dollars) per hour for a Unit E member hired in a paraprofessional role. Unit E members hired in a teacher role in summer school will be paid the summer school teacher rate set forth in the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B, as then in effect.

Special Education Stipend: Paraprofessionals assigned to substantially separate special education classes shall be paid an additional stipend of \$1,500.00 (one thousand five hundred dollars) . Such stipend shall be determined annually and shall be added to the base annual salary.

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

Custodial Care Stipend: Effective September 1, 2024, paraprofessionals who are primarily assigned to a kindergarten classroom will receive a stipend of \$500.00 (five hundred dollars). Effective September 1, 2024, paraprofessionals who are primarily assigned to a pre-kindergarten or pre-school class or who are primarily assigned to a classroom that requires them to primarily and regularly deal with custodial care procedures (such as diapering and/or toileting) for students on a regular basis will receive a stipend of \$2,000.00 (two thousand dollars).

All paraprofessionals receiving this stipend will be provided with training during their regular work hours on such procedures. All paraprofessionals may be required to attend training during their regular work hours on such procedures in order to respond to an emergency situation and all paraprofessionals will be expected to respond to an emergency situation.

Verbal De-escalation and Physical Intervention Stipend: Paraprofessionals are assigned to a substantially separate special education class and have certification in verbal de-escalation and physical intervention shall be paid an additional stipend of \$500.00 (five hundred dollars).

Effective September 1, 2025, Paraprofessionals are assigned to a substantially separate special

education class and have certification in verbal de-escalation and physical intervention shall be paid an additional stipend of \$750.00 (seven hundred fifty dollars).

Crisis Response Team Stipend: Effective September 1, 2025, paraprofessionals who are assigned to their school's crisis response team and who have an active Cambridge Public Schools verbal de-escalation and physical restraint training and certification shall be paid an additional \$1,000.00 (one thousand dollars).

Registered Behavior Technician Stipend: Effective September 1, 2025, Paraprofessionals who are a registered behavior technician and who regularly and are actively providing such services to students during the school year shall receive a stipend of \$2,500.00 (two thousand five hundred dollars). Such stipend shall be determined annually and shall be added to the base annual salary.

Multilingual Language Stipend: Paraprofessionals who have been assigned to a Sheltered English Immersion Classroom and who have passed a school department designated assessment and have been determined to be fluent/proficient in one (1) of the six (6) most commonly used languages in the Cambridge Public Schools other than English in the Cambridge Public Schools shall be paid an additional stipend of \$2,500.00 (two thousand five hundred dollars). Paraprofessionals who have been assigned to a Dual Language Immersion Classroom and who have passed a school department designated assessment and have been determined to be fluent/proficient in the target language in the Cambridge Public Schools shall be paid an additional stipend of \$2,500.00 (two thousand five hundred dollars).

**SEVEN HOUR PARAPROFESSIONAL: September 1, 2024 - August 31, 2026**

NOTE: The following salary schedule is effective September 1, 2024 and reflects a 3.0% increase and a 12.5% increase for an additional .5 hours per day and 3 hours per year.

| Step | High School  | 15           | 30           | 45           | 60           | 75           | 90           | BAC          | BAC +15      | MAS          |
|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1    | \$ 30,277.75 | \$ 33,031.61 | \$ 36,639.61 | \$ 38,185.90 | \$ 39,481.83 | \$ 40,792.49 | \$ 42,058.97 | \$ 43,649.44 | \$ 44,522.43 | \$ 45,412.88 |
| 2    | \$ 30,822.63 | \$ 34,106.65 | \$ 37,906.09 | \$ 39,452.38 | \$ 40,925.03 | \$ 42,338.78 | \$ 43,723.07 | \$ 45,313.54 | \$ 46,219.81 | \$ 47,144.20 |
| 3    | \$ 31,396.96 | \$ 34,975.51 | \$ 38,716.05 | \$ 40,262.34 | \$ 41,705.54 | \$ 42,942.57 | \$ 44,223.77 | \$ 45,814.24 | \$ 46,730.52 | \$ 47,665.13 |
| 4    | \$ 32,280.56 | \$ 36,021.09 | \$ 39,923.63 | \$ 41,528.82 | \$ 42,810.03 | \$ 44,061.78 | \$ 45,298.81 | \$ 46,889.28 | \$ 47,827.06 | \$ 48,783.60 |
| 5    | \$ 33,061.06 | \$ 36,860.51 | \$ 40,733.58 | \$ 42,309.32 | \$ 43,561.08 | \$ 44,857.01 | \$ 46,138.22 | \$ 47,728.69 | \$ 48,683.26 | \$ 49,656.93 |
| 6    | \$ 33,591.22 | \$ 37,405.39 | \$ 41,234.29 | \$ 42,780.57 | \$ 44,061.78 | \$ 45,416.62 | \$ 46,800.92 | \$ 48,391.38 | \$ 49,359.21 | \$ 50,346.39 |
| 7    | \$ 34,091.92 | \$ 37,935.54 | \$ 41,779.17 | \$ 43,310.73 | \$ 44,636.12 | \$ 45,961.50 | \$ 47,301.62 | \$ 48,892.08 | \$ 49,869.92 | \$ 50,867.32 |
| 8    | \$ 34,666.25 | \$ 38,509.88 | \$ 42,368.23 | \$ 43,811.43 | \$ 45,195.72 | \$ 46,491.66 | \$ 47,772.87 | \$ 49,363.33 | \$ 50,350.60 | \$ 51,357.61 |
| 9    | \$ 35,166.96 | \$ 39,040.03 | \$ 42,868.93 | \$ 44,385.77 | \$ 45,770.06 | \$ 47,021.81 | \$ 48,258.84 | \$ 49,864.03 | \$ 50,861.31 | \$ 51,878.54 |
| 10   | \$ 37,066.68 | \$ 40,792.49 | \$ 44,650.84 | \$ 46,226.58 | \$ 47,493.06 | \$ 48,833.18 | \$ 50,129.11 | \$ 51,719.58 | \$ 52,753.97 | \$ 53,809.05 |

NOTE: The following salary schedule is effective September 1, 2025 and reflects a 3.5% increase and a 1.0% increase for an additional work day.

| Step | High School  | 15           | 30           | 45           | 60           | 75           | 90           | BAC          | BAC +15      | MAS          |
|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1    | \$ 31,640.25 | \$ 34,518.03 | \$ 38,288.39 | \$ 39,904.26 | \$ 41,258.51 | \$ 42,628.15 | \$ 43,951.63 | \$ 45,613.66 | \$ 46,525.94 | \$ 47,456.45 |
| 2    | \$ 32,209.65 | \$ 35,641.45 | \$ 39,611.87 | \$ 41,227.73 | \$ 42,766.66 | \$ 44,244.02 | \$ 45,690.61 | \$ 47,352.65 | \$ 48,299.70 | \$ 49,265.69 |
| 3    | \$ 32,809.83 | \$ 36,549.41 | \$ 40,458.27 | \$ 42,074.14 | \$ 43,582.29 | \$ 44,874.98 | \$ 46,213.84 | \$ 47,875.88 | \$ 48,833.40 | \$ 49,810.06 |
| 4    | \$ 33,733.18 | \$ 37,642.04 | \$ 41,720.19 | \$ 43,397.61 | \$ 44,736.48 | \$ 46,044.56 | \$ 47,337.26 | \$ 48,999.29 | \$ 49,979.28 | \$ 50,978.86 |
| 5    | \$ 34,548.81 | \$ 38,519.23 | \$ 42,566.60 | \$ 44,213.24 | \$ 45,521.33 | \$ 46,875.58 | \$ 48,214.44 | \$ 49,876.48 | \$ 50,874.01 | \$ 51,891.49 |
| 6    | \$ 35,102.82 | \$ 39,088.63 | \$ 43,089.83 | \$ 44,705.70 | \$ 46,044.56 | \$ 47,460.37 | \$ 48,906.96 | \$ 50,568.99 | \$ 51,580.37 | \$ 52,611.98 |
| 7    | \$ 35,626.06 | \$ 39,642.64 | \$ 43,659.23 | \$ 45,259.71 | \$ 46,644.74 | \$ 48,029.77 | \$ 49,430.19 | \$ 51,092.23 | \$ 52,114.07 | \$ 53,156.35 |
| 8    | \$ 36,226.24 | \$ 40,242.82 | \$ 44,274.80 | \$ 45,782.94 | \$ 47,229.53 | \$ 48,583.78 | \$ 49,922.65 | \$ 51,584.68 | \$ 52,616.38 | \$ 53,668.70 |
| 9    | \$ 36,749.47 | \$ 40,796.84 | \$ 44,798.03 | \$ 46,383.12 | \$ 47,829.71 | \$ 49,137.80 | \$ 50,430.49 | \$ 52,107.92 | \$ 53,150.07 | \$ 54,213.08 |
| 10   | \$ 38,734.68 | \$ 42,628.15 | \$ 46,660.13 | \$ 48,306.78 | \$ 49,630.25 | \$ 51,030.67 | \$ 52,384.92 | \$ 54,046.96 | \$ 55,127.90 | \$ 56,230.46 |

**SEVEN AND A HALF HOUR PARAPROFESSIONAL: September 1, 2024 - August 31, 2026**

NOTE: The following salary schedule is effective September 1, 2024 and reflects a 3.0% increase and a 12.5% increase for an additional .5 hours per day and 3 hours per year.

| Step | High School  | 15           | 30           | 45           | 60           | 75           | 90           | BAC          | BAC +15      | MAS          |
|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1    | \$ 32,440.44 | \$ 35,391.01 | \$ 39,256.72 | \$ 40,913.46 | \$ 42,301.96 | \$ 43,706.24 | \$ 45,063.19 | \$ 46,767.25 | \$ 47,702.60 | \$ 48,656.65 |
| 2    | \$ 33,024.25 | \$ 36,542.84 | \$ 40,613.67 | \$ 42,270.40 | \$ 43,848.25 | \$ 45,362.98 | \$ 46,846.15 | \$ 48,550.22 | \$ 49,521.22 | \$ 50,511.65 |
| 3    | \$ 33,639.60 | \$ 37,473.76 | \$ 41,481.48 | \$ 43,138.22 | \$ 44,684.50 | \$ 46,009.89 | \$ 47,382.61 | \$ 49,086.68 | \$ 50,068.42 | \$ 51,069.79 |
| 4    | \$ 34,586.31 | \$ 38,594.03 | \$ 42,775.31 | \$ 44,495.16 | \$ 45,867.89 | \$ 47,209.05 | \$ 48,534.44 | \$ 50,238.51 | \$ 51,243.28 | \$ 52,268.14 |
| 5    | \$ 35,422.57 | \$ 39,493.40 | \$ 43,643.13 | \$ 45,331.42 | \$ 46,672.58 | \$ 48,061.09 | \$ 49,433.81 | \$ 51,137.88 | \$ 52,160.64 | \$ 53,203.85 |
| 6    | \$ 35,990.59 | \$ 40,077.20 | \$ 44,179.59 | \$ 45,836.33 | \$ 47,209.05 | \$ 48,660.67 | \$ 50,143.84 | \$ 51,847.91 | \$ 52,884.87 | \$ 53,942.56 |
| 7    | \$ 36,527.06 | \$ 40,645.23 | \$ 44,763.40 | \$ 46,404.35 | \$ 47,824.41 | \$ 49,244.47 | \$ 50,680.31 | \$ 52,384.37 | \$ 53,432.06 | \$ 54,500.70 |
| 8    | \$ 37,142.42 | \$ 41,260.58 | \$ 45,394.53 | \$ 46,940.82 | \$ 48,423.99 | \$ 49,812.49 | \$ 51,185.22 | \$ 52,889.28 | \$ 53,947.07 | \$ 55,026.01 |
| 9    | \$ 37,678.88 | \$ 41,828.61 | \$ 45,931.00 | \$ 47,556.18 | \$ 49,039.35 | \$ 50,380.51 | \$ 51,705.90 | \$ 53,425.75 | \$ 54,494.27 | \$ 55,584.15 |
| 10   | \$ 39,714.30 | \$ 43,706.24 | \$ 47,840.19 | \$ 49,528.48 | \$ 50,885.42 | \$ 52,321.26 | \$ 53,709.76 | \$ 55,413.83 | \$ 56,522.11 | \$ 57,652.55 |

NOTE: The following salary schedule is effective September 1, 2025 and reflects a 3.5% increase and a 1.0% increase for an additional work day.

| Step | High School  | 15           | 30           | 45           | 60           | 75           | 90           | BAC          | BAC +15      | MAS          |
|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1    | \$ 33,900.26 | \$ 36,983.61 | \$ 41,023.28 | \$ 42,754.56 | \$ 44,205.55 | \$ 45,673.02 | \$ 47,091.03 | \$ 48,871.78 | \$ 49,849.22 | \$ 50,846.20 |
| 2    | \$ 34,510.34 | \$ 38,187.26 | \$ 42,441.29 | \$ 44,172.57 | \$ 45,821.42 | \$ 47,404.31 | \$ 48,954.22 | \$ 50,734.98 | \$ 51,749.68 | \$ 52,784.67 |
| 3    | \$ 35,153.39 | \$ 39,160.08 | \$ 43,348.15 | \$ 45,079.44 | \$ 46,695.31 | \$ 48,080.34 | \$ 49,514.83 | \$ 51,295.58 | \$ 52,321.50 | \$ 53,367.93 |
| 4    | \$ 36,142.70 | \$ 40,330.76 | \$ 44,700.20 | \$ 46,497.44 | \$ 47,931.94 | \$ 49,333.46 | \$ 50,718.49 | \$ 52,499.24 | \$ 53,549.23 | \$ 54,620.21 |
| 5    | \$ 37,016.58 | \$ 41,270.60 | \$ 45,607.07 | \$ 47,371.33 | \$ 48,772.85 | \$ 50,223.83 | \$ 51,658.33 | \$ 53,439.08 | \$ 54,507.87 | \$ 55,598.02 |
| 6    | \$ 37,610.17 | \$ 41,880.68 | \$ 46,167.68 | \$ 47,898.96 | \$ 49,333.46 | \$ 50,850.40 | \$ 52,400.31 | \$ 54,181.07 | \$ 55,264.69 | \$ 56,369.98 |
| 7    | \$ 38,170.77 | \$ 42,474.26 | \$ 46,777.75 | \$ 48,492.55 | \$ 49,976.51 | \$ 51,460.47 | \$ 52,960.92 | \$ 54,741.67 | \$ 55,836.51 | \$ 56,953.23 |
| 8    | \$ 38,813.82 | \$ 43,117.31 | \$ 47,437.29 | \$ 49,053.15 | \$ 50,603.07 | \$ 52,054.05 | \$ 53,488.55 | \$ 55,269.30 | \$ 56,374.69 | \$ 57,502.18 |
| 9    | \$ 39,374.43 | \$ 43,710.90 | \$ 47,997.89 | \$ 49,696.20 | \$ 51,246.12 | \$ 52,647.64 | \$ 54,032.67 | \$ 55,829.91 | \$ 56,946.51 | \$ 58,085.44 |
| 10   | \$ 41,501.44 | \$ 45,673.02 | \$ 49,993.00 | \$ 51,757.26 | \$ 53,175.27 | \$ 54,675.72 | \$ 56,126.70 | \$ 57,907.46 | \$ 59,065.60 | \$ 60,246.92 |

**EIGHT HOUR PARAPROFESSIONAL: September 1, 2024 - August 31, 2026**

NOTE: The following salary schedule is effective September 1, 2024 and reflects a 3.0% increase and a 12.5% increase for an additional .5 hours per day and 3 hours per year.

| Step | High School  | 15           | 30           | 45           | 60           | 75           | 90           | BAC          | BAC +15      | MAS          |
|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1    | \$ 34,603.14 | \$ 37,750.41 | \$ 41,873.84 | \$ 43,641.02 | \$ 45,122.09 | \$ 46,619.99 | \$ 48,067.40 | \$ 49,885.07 | \$ 50,882.77 | \$ 51,900.43 |
| 2    | \$ 35,225.86 | \$ 38,979.02 | \$ 43,321.25 | \$ 45,088.43 | \$ 46,771.46 | \$ 48,387.17 | \$ 49,969.22 | \$ 51,786.90 | \$ 52,822.64 | \$ 53,879.09 |
| 3    | \$ 35,882.25 | \$ 39,972.01 | \$ 44,246.91 | \$ 46,014.10 | \$ 47,663.47 | \$ 49,077.22 | \$ 50,541.45 | \$ 52,359.13 | \$ 53,406.31 | \$ 54,474.44 |
| 4    | \$ 36,892.06 | \$ 41,166.97 | \$ 45,627.00 | \$ 47,461.51 | \$ 48,925.74 | \$ 50,356.32 | \$ 51,770.07 | \$ 53,587.74 | \$ 54,659.50 | \$ 55,752.69 |
| 5    | \$ 37,784.07 | \$ 42,126.29 | \$ 46,552.67 | \$ 48,353.51 | \$ 49,784.09 | \$ 51,265.16 | \$ 52,729.40 | \$ 54,547.07 | \$ 55,638.01 | \$ 56,750.77 |
| 6    | \$ 38,389.96 | \$ 42,749.02 | \$ 47,124.90 | \$ 48,892.08 | \$ 50,356.32 | \$ 51,904.71 | \$ 53,486.76 | \$ 55,304.44 | \$ 56,410.52 | \$ 57,538.74 |
| 7    | \$ 38,962.19 | \$ 43,354.91 | \$ 47,747.62 | \$ 49,497.98 | \$ 51,012.70 | \$ 52,527.43 | \$ 54,058.99 | \$ 55,876.67 | \$ 56,994.20 | \$ 58,134.08 |
| 8    | \$ 39,618.58 | \$ 44,011.29 | \$ 48,420.83 | \$ 50,070.21 | \$ 51,652.26 | \$ 53,133.32 | \$ 54,597.56 | \$ 56,415.24 | \$ 57,543.54 | \$ 58,694.41 |
| 9    | \$ 40,190.81 | \$ 44,617.18 | \$ 48,993.07 | \$ 50,726.59 | \$ 52,308.64 | \$ 53,739.22 | \$ 55,152.96 | \$ 56,987.47 | \$ 58,127.22 | \$ 59,289.76 |
| 10   | \$ 42,361.92 | \$ 46,619.99 | \$ 51,029.53 | \$ 52,830.38 | \$ 54,277.79 | \$ 55,809.35 | \$ 57,290.41 | \$ 59,108.09 | \$ 60,290.25 | \$ 61,496.06 |

NOTE: The following salary schedule is effective September 1, 2025 and reflects a 3.5% increase and a 1.0% increase for an additional work day.

| Step | High School  | 15           | 30           | 45           | 60           | 75           | 90           | BAC          | BAC +15      | MAS          |
|------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1    | \$ 36,160.28 | \$ 39,449.18 | \$ 43,758.16 | \$ 45,604.87 | \$ 47,152.59 | \$ 48,717.89 | \$ 50,230.43 | \$ 52,129.90 | \$ 53,172.50 | \$ 54,235.95 |
| 2    | \$ 36,811.03 | \$ 40,733.08 | \$ 45,270.70 | \$ 47,117.41 | \$ 48,876.18 | \$ 50,564.60 | \$ 52,217.84 | \$ 54,117.31 | \$ 55,199.66 | \$ 56,303.65 |
| 3    | \$ 37,496.95 | \$ 41,770.75 | \$ 46,238.03 | \$ 48,084.73 | \$ 49,808.33 | \$ 51,285.69 | \$ 52,815.82 | \$ 54,715.29 | \$ 55,809.60 | \$ 56,925.79 |
| 4    | \$ 38,552.21 | \$ 43,019.48 | \$ 47,680.22 | \$ 49,597.27 | \$ 51,127.40 | \$ 52,622.36 | \$ 54,099.72 | \$ 55,999.19 | \$ 57,119.18 | \$ 58,261.56 |
| 5    | \$ 39,484.35 | \$ 44,021.98 | \$ 48,647.54 | \$ 50,529.42 | \$ 52,024.37 | \$ 53,572.09 | \$ 55,102.22 | \$ 57,001.69 | \$ 58,141.72 | \$ 59,304.56 |
| 6    | \$ 40,117.51 | \$ 44,672.72 | \$ 49,245.52 | \$ 51,092.23 | \$ 52,622.36 | \$ 54,240.42 | \$ 55,893.67 | \$ 57,793.14 | \$ 58,949.00 | \$ 60,127.98 |
| 7    | \$ 40,715.49 | \$ 45,305.88 | \$ 49,896.26 | \$ 51,725.38 | \$ 53,308.28 | \$ 54,891.17 | \$ 56,491.65 | \$ 58,391.12 | \$ 59,558.94 | \$ 60,750.12 |
| 8    | \$ 41,401.41 | \$ 45,991.80 | \$ 50,599.77 | \$ 52,323.36 | \$ 53,976.61 | \$ 55,524.32 | \$ 57,054.45 | \$ 58,953.92 | \$ 60,133.00 | \$ 61,335.66 |
| 9    | \$ 41,999.39 | \$ 46,624.95 | \$ 51,197.75 | \$ 53,009.29 | \$ 54,662.53 | \$ 56,157.48 | \$ 57,634.85 | \$ 59,551.90 | \$ 60,742.94 | \$ 61,957.80 |
| 10   | \$ 44,268.21 | \$ 48,717.89 | \$ 53,325.86 | \$ 55,207.75 | \$ 56,720.29 | \$ 58,320.77 | \$ 59,868.48 | \$ 61,767.95 | \$ 63,003.31 | \$ 64,263.38 |

APPENDIX A  
EVALUATION FORM

### Cambridge Public Schools Paraprofessional Evaluation

|                         |         |                           |
|-------------------------|---------|---------------------------|
| Name:                   | School: | School Year:              |
| Supervising Teacher(s): |         | Evaluating Administrator: |

**1. Supporting Instruction:** Evaluate how well the paraprofessional supports the instructional goals of the classroom. This includes implementing teacher-led lessons, facilitating small group activities, and providing one-on-one assistance to students as needed

| <i>Exemplary</i>                                                                                                                                                                                                                                                                             | <i>Proficient</i>                                                                                                                                                                                                                                                            | <i>Needs Improvement</i>                                                                                                                                                                                                                                                             | <i>Unsatisfactory</i>                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Consistently supports instructional goals</li> <li>Proficiently implements teacher-led lessons</li> <li>Effectively facilitates small group activities</li> <li>Proactively provides one-on-one assistance to students, anticipating needs</li> </ul> | <ul style="list-style-type: none"> <li>Regularly supports instructional goals</li> <li>Effectively implements teacher-led lessons</li> <li>Actively facilitates small group activities</li> <li>Consistently provides one-on-one assistance to students as needed</li> </ul> | <ul style="list-style-type: none"> <li>Occasionally supports instructional goals</li> <li>Inconsistently implements teacher-led lessons</li> <li>Participates in some small group activities</li> <li>Provides occasional one-on-one assistance to students when prompted</li> </ul> | <ul style="list-style-type: none"> <li>Rarely supports instructional goals</li> <li>Frequently off-task during teacher-led lessons</li> <li>Minimal participation in small group activities</li> <li>Inconsistent or insufficient one-on-one assistance to students</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**2. Collaboration with Staff:** Evaluate the paraprofessional's collaboration with classroom teachers and other staff members. This includes communicating effectively verbally and in writing, following directives, providing updates on student progress and being an engaged team member.

| <i>Exemplary</i>                                                                                                                                                                                                                                                         | <i>Proficient</i>                                                                                                                                                                                                                                  | <i>Needs Improvement</i>                                                                                                                                                                                                                       | <i>Unsatisfactory</i>                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Consistently communicates with staff effectively</li> <li>Consistently follows directives</li> <li>Provides timely updates on student progress</li> <li>Highly engaged and contributes significantly as a team member.</li> </ul> | <ul style="list-style-type: none"> <li>Regularly communicates with staff effectively</li> <li>Follows directives most of the time</li> <li>Provides regular updates on student progress</li> <li>Actively contributes as a team member.</li> </ul> | <ul style="list-style-type: none"> <li>Occasionally communicates with staff</li> <li>Inconsistently follows directives</li> <li>Provides sporadic updates on student progress</li> <li>Inconsistently contributes as a team member.</li> </ul> | <ul style="list-style-type: none"> <li>Rarely communicates with staff</li> <li>Frequently disregards directives</li> <li>Provides minimal or no updates on student progress</li> <li>Not considered an engaged team member.</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**3. Student Engagement and Behavior Management:** Evaluate the paraprofessional's ability to effectively engage students in learning activities and support positive behavior management strategies. This includes creating a supportive and inclusive classroom environment where all scholars feel valued and respected, building positive relationships with students based on trust, respect and empathy, and conveying information in a manner that is accessible to diverse learners.

| <i>Exemplary</i>                                                                                                                                                                                                                            | <i>Proficient</i>                                                                                                                                                                                                              | <i>Needs Improvement</i>                                                                                                                                                                                                                                               | <i>Unsatisfactory</i>                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Consistently creates a supportive classroom environment</li> <li>Builds strong positive relationships with all students</li> <li>Effectively conveys information to all diverse learners.</li> </ul> | <ul style="list-style-type: none"> <li>Regularly creates a supportive classroom environment</li> <li>Builds positive relationships with most students</li> <li>Effectively conveys information to diverse learners.</li> </ul> | <ul style="list-style-type: none"> <li>Inconsistently creates a supportive classroom environment</li> <li>Inconsistently builds positive relationships with students</li> <li>Occasionally struggles to convey information effectively to diverse learners.</li> </ul> | <ul style="list-style-type: none"> <li>Creates a negative classroom environment</li> <li>Fails to build positive relationships with students</li> <li>Struggles to convey information effectively to diverse learners.</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**4. Flexibility and Adaptability:** Evaluate the paraprofessional's ability to adapt to changing circumstances. This includes responding effectively to unexpected challenges and includes taking on tasks or responsibilities willingly as needed.

| <i>Exemplary</i>                                                                                                                               | <i>Proficient</i>                                                                                                                             | <i>Needs Improvement</i>                                                                                                                                        | <i>Unsatisfactory</i>                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Consistently adapts to change</li> <li>Eagerly takes on tasks or responsibilities as needed.</li> </ul> | <ul style="list-style-type: none"> <li>Regularly adapts to change</li> <li>Willingly takes on tasks or responsibilities as needed.</li> </ul> | <ul style="list-style-type: none"> <li>Occasionally adapts to change</li> <li>Sometimes willing to take on tasks or responsibilities when necessary.</li> </ul> | <ul style="list-style-type: none"> <li>Resists change, struggles to adapt to new circumstances</li> <li>Unwilling to take on tasks or responsibilities.</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**5. Dependability:** This includes being punctual, attending regularly and using leave appropriately, communicating absences in a timely manner, and completing tasks efficiently and reliably.

| <i>Exemplary</i>                                                                                                                                                              | <i>Proficient</i>                                                                                                                                                                     | <i>Needs Improvement</i>                                                                                                                                         | <i>Unsatisfactory</i>                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Consistently punctual and present.</li> <li>Communicates absences and tardiness promptly.</li> <li>Reliably completes tasks</li> </ul> | <ul style="list-style-type: none"> <li>Regularly punctual and present.</li> <li>Communicates and tardiness absences in a timely manner.</li> <li>Generally completes tasks</li> </ul> | <ul style="list-style-type: none"> <li>Occasionally late or absent without valid reason.</li> <li>Inconsistently communicates absences and tardiness.</li> </ul> | <ul style="list-style-type: none"> <li>Frequently late or absent without valid reason.</li> <li>Fails to communicate absences and tardiness in a timely manner.</li> </ul> |

|              |                           |                                                          |                                                      |
|--------------|---------------------------|----------------------------------------------------------|------------------------------------------------------|
| efficiently. | efficiently and reliably. | • Sometimes incomplete or unreliable in task completion. | • Often incomplete or unreliable in task completion. |
|--------------|---------------------------|----------------------------------------------------------|------------------------------------------------------|

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**6. Professionalism:** Evaluate the paraprofessional's professionalism. This includes staying informed about job related issues, maintaining confidentiality when dealing with sensitive student information and remaining calm and composed in high-pressure situations.

| <i>Exemplary</i>                                                                                                                                                                                                       | <i>Proficient</i>                                                                                                                                                                                             | <i>Needs Improvement</i>                                                                                                                                                                                                                  | <i>Unsatisfactory</i>                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Consistently informed about job-related issues.</li> <li>• Maintains confidentiality rigorously.</li> <li>• Remains calm and composed in high-pressure situations.</li> </ul> | <ul style="list-style-type: none"> <li>• Regularly informed about job-related issues.</li> <li>• Maintains confidentiality.</li> <li>• Remains calm and composed in most high-pressure situations.</li> </ul> | <ul style="list-style-type: none"> <li>• Occasionally informed about job-related issues.</li> <li>• Usually maintains confidentiality.</li> <li>• Sometimes struggles to remain calm and composed in high-pressure situations.</li> </ul> | <ul style="list-style-type: none"> <li>• Often uninformed about job-related issues.</li> <li>• Inconsistently maintains confidentiality.</li> <li>• Struggles to remain calm and composed in high-pressure situations.</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**7. Professional Learning and Growth:** Evaluate the paraprofessional's engagement in ongoing professional learning opportunities.

| <i>Exemplary</i>                                                                                                                                                                                         | <i>Proficient</i>                                                                                                                                                                        | <i>Needs Improvement</i>                                                                                                                                                       | <i>Unsatisfactory</i>                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Consistently actively engaged in professional learning opportunities.</li> <li>• Demonstrates a strong commitment to continuous learning and growth.</li> </ul> | <ul style="list-style-type: none"> <li>• Often actively engaged in professional learning opportunities.</li> <li>• Demonstrates commitment to continuous learning and growth.</li> </ul> | <ul style="list-style-type: none"> <li>• Occasionally engaged in professional learning opportunities.</li> <li>• Demonstrates some interest in learning and growth.</li> </ul> | <ul style="list-style-type: none"> <li>• Rarely engaged in professional learning opportunities.</li> <li>• Demonstrates little interest in learning and growth.</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

**8. Problem-Solving Skills:** Evaluate the paraprofessional's ability to identify challenges or obstacles to student learning and proactively seek solutions. This includes finding creative, alternative approaches to support student success and seeking assistance or guidance when needed.

| <i>Exemplary</i>                                                                                                                                                                                                                              | <i>Proficient</i>                                                                                                                                                                                                      | <i>Needs Improvement</i>                                                                                                                                                                                               | <i>Unsatisfactory</i>                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Consistently identifies challenges or obstacles to student learning.</li> <li>• Proactively seeks solutions.</li> <li>• Consistently finds creative and effective alternative approaches.</li> </ul> | <ul style="list-style-type: none"> <li>• Regularly identifies challenges or obstacles to student learning.</li> <li>• Generally seeks solutions effectively.</li> <li>• Often finds alternative approaches.</li> </ul> | <ul style="list-style-type: none"> <li>• Occasionally identifies challenges or obstacles to student learning.</li> <li>• Inconsistently seeks solutions.</li> <li>• Sometimes finds alternative approaches.</li> </ul> | <ul style="list-style-type: none"> <li>• Frequently fails to identify challenges or obstacles to student learning.</li> <li>• Rarely seeks solutions.</li> <li>• Struggles to find alternative approaches.</li> </ul> |

Formative Comments (include strengths, areas of growth and supports in place):

Summative Comments:

Summative Rating: ☐ *Exemplary*      ☐ *Proficient*      ☐ *Needs Improvement*      ☐ *Unsatisfactory*

Educator Response:

Overall Rating: ☐ Exemplary      ☐ Proficient      ☐ Needs Improvement      ☐ Unsatisfactory

If this document is completed as an evaluation by an evaluator the paraprofessional will sign to indicate they have read the completed evaluation. The signature does not indicate agreement with the evaluation.

Evaluator's Signature:

Date:

Paraprofessional's Signature:

Date:

APPENDIX B  
INDEPENDENT MEDICAL EXAMINATION AGREEMENT

**Agreement  
between  
the Cambridge School Committee  
and  
the Cambridge Teachers Association**

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

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

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

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

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

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

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

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

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

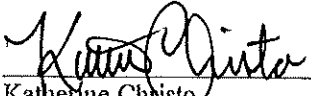
CAMBRIDGE SCHOOL COMMITTEE

CAMBRIDGE TEACHERS ASSOCIATION

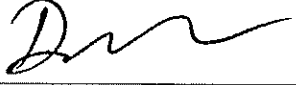
Thomas Fowler Pres.

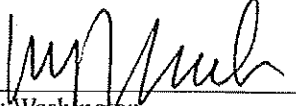
Paul Jones

FOR THE CAMBRIDGE SCHOOL COMMITTEE

  
Katherine Christo

Interim Executive Secretary to the School Committee

  
David Murphy  
Interim Superintendent of Schools

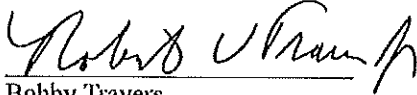
  
Ivy Washington  
Chief Financial Officer

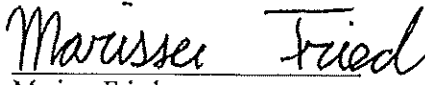
Voted by School Committee on 6/28/24

Order Number: C24-172

FOR THE CAMBRIDGE EDUCATION ASSOCIATION

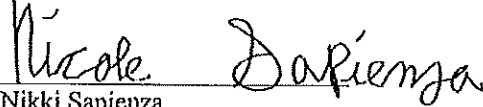
  
Dan Monahan  
President, Committee Chair

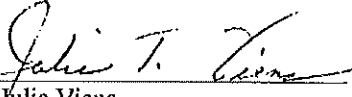
  
Bobby Travers  
CEA Treasurer, Negotiating Committee

  
Marissa Fried  
Negotiating Committee

  
Diego Matho  
Negotiating Committee

  
Tyler O'Keefe  
Negotiating Committee

  
Nikki Sapienza  
Negotiating Committee

  
Julie Viens  
Negotiating Committee