



May 16, 2017

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Tentative Collective Bargaining Agreement between the Cambridge School Committee and the Cambridge Education Association Units A & B for a one-year collective bargaining agreement for the period of September 1, 2016 through August 31, 2017 and for a three-year collective bargaining agreement for the period of September 1, 2017 through August 31, 2020

Recommendation: That the School Committee ratify the Tentative Agreement between the Cambridge School Committee and the Cambridge Education Association Units A & B for a one-year collective bargaining agreement for the period of September 1, 2016 through August 31, 2017 and for a three-year collective bargaining agreement for the period of September 1, 2017 through August 31, 2020. This tentative agreement has been ratified by the Cambridge Education Association Units A & B.

Description: The attached agreement reached by the negotiating teams was ratified by the Cambridge Education Association Units A&B. The agreement includes the following:

- Addition of provisions regarding use of student and staff feedback in the educator evaluation process
- creation of a pilot for a peer educator evaluation and review program
- increased flexibility in the scheduling of professional development and other district-wide activities on days when educators are to report to work for a full day of district-wide professional development
- increased flexibility in scheduling the teacher induction program for new teachers
- reduction in the time period for posting of vacancies for (i)

shortage areas, such as math and science, (ii) the availability of opportunities to further the school district's staff diversity goals, and (iii) positions which are vacated during the period of July 1 through September 30

- adjustments in certain class size caps
- expansion of factors to be taken into account in determining educators that are "qualified" in the event of a reduction in force
- addition of provision regarding reasonable suspicion drug and alcohol testing
- Creation of Joint Working Group on matters related to the length of the school day and school year for students and length of the work day and work year for members of Units A&B
- Creation of Educator Advisory Group on Curriculum & Instruction
- Creation of Joint Student Services Working Group
- Creation of a Diversity Committee
- Creation of a Joint Working Group on Professional Development
- Reduction in the cap on the number of accumulated days permitted for sick leave buyback days
- Implementation of direct deposit requirement for all unit members effective June 30, 2017
- narrowing of eligibility for instructional materials reimbursement to those members of unit who are active employees and not to members who are on leaves of absence from their employment
- Inclusion of provision for unit members to have Hubway membership
- Effective July 1, 2017 increase in stipend rates for summer school principal, site coordinator and summer school teachers
- Effective August 31, 2018 increase stipend rates for non-teaching/non-supervisory duties, summer school principal, site coordinator and summer school teachers, after school tutoring, music teacher night/weekend

performances/rehearsals and driver's education

- Continuation of side letter agreement regarding administrative guidelines for facilities
- Effective September 1, 2019 increase total tuition reimbursement pool
- Effective September 1, 2017 increase number of early release to include one early release day on last day of school year
- Creation of side letter agreement regarding procedures for determining club compensation rates for CRLS extracurricular club advisors within constraints of budget that is allocated annually to CRLS for student extracurricular club advisor stipends
- Contract Clean Up
- September 1, 2016 - 2% on base wages
- September 1, 2017 - 2.5% on base wages
- September 1, 2018 - 2.5% on base wages
- September 1, 2019 - 2.5% on base wages

Should during the life of the collective bargaining agreement for the period of September 1, 2017 through August 31, 2020, the School Committee, after receipt of a recommendation from the Superintendent, determine to make any adjustments or changes in either the length of the school year and/or school day for students and/or length of the work year and/or work day for members of CEA Units A&B, including but not limited to, the most effective use of the current length of the school day and school year for students and work day and work year for members of Units A&B to have the most beneficial impact on improving student achievement for all students, then in consideration of those changes and adjustments, the School Committee and the CEA agree to reopen the collective bargaining agreement for the limited purposes of discussing time, compensation and language modifications related to such changes and adjustments.

Funding for this agreement is to be made from the School Department budget. The financial costs for the settlement are as follows:

CEA A&B	2017	2018	2019	2020
COLA %	2.00%	2.50%	2.50%	2.50%
COLA	1,438,650	1,907,026	1,955,924	2,004,822
Temp Salary		80,000	50,000	
Club Stipends		22,000		
Tuition Reimb		30,000		
TOTAL COST	1,438,650	2,039,026	2,005,924	2,004,822

Supporting Data:

Tentative Agreement between the Cambridge School Committee and the Cambridge Education Association Units A & B for a one-year collective bargaining agreement for the period of September 1, 2016 through August 31, 2017 and for a three-year collective bargaining agreement for the period of September 1, 2017 through August 31, 2020.

Respectfully submitted,



Kenneth N. Salim, Ed.D.
Superintendent of Schools

**Cambridge School Committee
and
Cambridge Education Association Units A&B**

This document sets forth the tentative agreement between the Cambridge School Committee and the Cambridge Education Association for a one year collective bargaining agreement to be effective from September 1, 2016 through August 31, 2017, which shall be a successor to the parties' September 1, 2012 through August 31, 2015 agreement, and for a three year collective bargaining agreement to be effective from September 1, 2017 through August 31, 2020, which shall be a successor to the parties' September 1, 2016 through August 31, 2017 agreement. This tentative agreement is subject to ratification by both the Cambridge School Committee and the Cambridge Education Association Units A&B and for purposes of further negotiations and/or impasse procedures shall be considered off the record until ratification occurs. Failing such ratification, this agreement shall be deemed void and both parties will be free to return to their last on the record bargaining positions. If this agreement is ratified by both parties, it shall be implemented between the parties.

The language of the 2012-2015 collective bargaining agreement shall continue in the successor agreement for the period of September 1, 2016 through August 31, 2017 except as modified below.

I. Language Proposals

Preamble

Insert into the last sentence of the first paragraph the phrase: academic, social and emotional before the word "education" and insert the phrase "of the whole child after the word "education".

Insert at end of first paragraph the following sentence: We also agree that recruiting and hiring a diverse faculty is a shared goal.

Delete first sentence of third paragraph in its entirety.

Article 2 Bargaining Procedure

Section C

Change dates to align to term of successor collective bargaining agreement

Article 4 Salaries

Section E

Delete the current paragraph in its entirety and insert the following in its place:

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

Article 5

Section B, subsection B-2

Insert at the end of the current paragraph the following text:

In order to maximize the efficiency and effectiveness of the delivery of professional development and other district-wide activities, on days when educators are to report to a full day of district-wide professional development or other district-wide activities, the school district may designate a single time between 7:40 a.m. and 8:40 a.m. for all unit members to

report to work. The school district shall provide at least one month notice of any such change.

Section C, subsection C-1

Insert after the fourth sentence of this section the following:

In order to maximize the efficiency and effectiveness of the delivery of professional development and other district-wide activities, on days when educators are to report to a full day of district-wide professional development or other district-wide activities, the school district may designate a single time between 7:40 a.m. and 8:40 a.m. for all unit members to report to work. The school district shall provide at least one month notice of any such change.

Article 12, Section I, Subsection A

In the second line delete the phrase "during the school year (September to June) "

In the third and fourth lines of the section delete the word "sending" and insert "emailing" in its place.

Delete the second sentence of this section in its entirety.

Delete the third sentence of the section and insert the following in its place:

No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the school or the giving of notification to the Association.

Article 12 Section III

In the second lines delete the phrase "during the school year (September to June)

Delete the second sentence of this section in its entirety.

Delete the last sentence of the first paragraph in its entirety and insert the following in its place:

No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the schools or the giving of notification to the Association, with the further exception of (a) positions determined by the Superintendent to be educator shortage areas (e.g., science, math, world languages, special education, bilingual education, etc.); (b) the availability of an opportunity to further the Cambridge Public Schools staff diversity goals; and (c) positions which are vacated during the period July 1 – September 30, which may be posted for a minimum of five (5) days.

Article 14, Section H-1

Change "August 31, 2016" to reflect ending date of term of new CBA.

Insert at the end of paragraph the following text: The Evaluation Process Working Committee shall meet on a schedule as agreed upon by the co-chairs. All educators and evaluators will be afforded the opportunity to provide input to the Evaluation Process Working Committee on various issues including both identification of any issues connected with the existing evaluation system and suggestions for possible improvements to the evaluation system.

Article 14, Section H-2

Delete phrase: "including but not limited to, school psychologists, social workers and related service providers."

Article 29

Insert a new Section R-2

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

Appendix C Other Salary Schedules

Effective as of July 1, 2017, increase the rate for the summer school principal to \$40.00.

Effective as of July 1, 2017, increase the rate for site coordinator to \$35.00.

Effective as of July 1, 2017, increase the rate for summer school teachers to \$34.00.

Enter into a side letter agreement regarding the establishment of a Joint Working Group on matters related to the length of school day and school year for students and length of work day and work year for members of Units A&B

There will be a joint labor/management group, consisting of ten (10) members of Units A&B designated by the CEA and nine (9) school and/or school district administrators designated by the Superintendent, and one (1) school committee member designated by the School Committee to explore issues relating to the length of the school day and the length of the school year for students and issues relating to the length of the work day and work year for members of Units A&B, including but not limited to, the most effective use of the current length of the school day and school year for students and work day and work year for members of Units A&B, including but not limited to, common planning time, to have the most beneficial impact on improving achievement for all students. This joint labor/management committee shall be advisory to the Superintendent and shall be co-chaired jointly by one individual designated by the CEA and one individual designated by the Superintendent. The work of this joint labor/management committee shall commence no later than thirty (30) days after ratification of the tentative agreement by both parties for a successor collective bargaining agreement. The work of the joint labor/management committee, including its making of recommendations to the Superintendent, shall conclude by no later than seven (7) months after the date of ratification of the tentative agreement by both parties for a successor collective bargaining agreement and this provision shall become null and void seven (7) months after the date of ratification by both parties of the tentative agreement for a successor collective bargaining agreement.

Enter into a side letter agreement regarding the establishment of Educator Advisory Group on Curriculum & Instruction

Cambridge Public Schools (CPS) and the Cambridge Education Association (CEA) recognize that educator input is vital to making informed decisions related to curriculum, instruction, assessment and professional development. Educators play an active role in curriculum design and review teams and lead many professional development courses for their colleagues. The Educator Advisory Group on Curriculum & Instruction is comprised of up to twelve (12) educators, representing each education level (elementary, upper and high), from general and special education, and includes classroom teachers, specialists, and coaches. This group is advisory to the Assistant Superintendent for Curriculum &

Instruction for the purposes of looking at the system as a whole and providing input as part of the Assistant Superintendent's entry and strategic planning process. Members of the group will be decided by the Assistant Superintendent for Curriculum & Instruction and the president of the CEA. To ensure alignment across the district, the Assistant Superintendent of Curriculum & Instruction may invite principals/heads of upper schools or central office based administrators to attend relevant meetings. The meeting frequency for this group shall be determined by the Assistant Superintendent for Curriculum & Instruction in consultation with the President of the CEA. The terms of this side letter shall expire on August 31, 2020 and shall not continue unless the parties mutually agree to the continuation of the terms of this side letter.

II. Economic Proposal

Base Wages

September 1, 2016 - 2% on base wages

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

AND

The language of the 2016-2017 collective bargaining agreement shall continue in the successor agreement for the period of September 1, 2017 through August 31, 2020 except as modified below.

I. Language Proposals

Article 2 Bargaining Procedure

Section C

Change dates to align to term of successor collective bargaining agreement

Article 4 Salaries

Section B, Subsection B-3

Delete the current paragraph in its entirety and insert the following in its place:

For all members of Units A&B the maximum number of accumulated sick days for which sick leave buyback will be permitted is as follows:

All members in Units A&B hired before September 1, 2013 who have accumulated a total of 350 sick days or more as of September 1, 2013 shall be exempt from the cap.

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

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

Article 5

Section B, subsection B-3(6)

Insert at the end of the section the following language from the settlement agreement regarding grievance number 6-01-02:

Educators are expected to return to work on the first work day of the school year as set forth in the collective bargaining agreement for members of Unit A and Unit B, respectively. If a member of a unit is not going to report to work, the member must secure an excused absence

from his/her Principal or Head of School as far in advance as practicable by requesting an approved leave of absence for medical or for personal reasons, such absence to be charged to either available sick leave or personal leave as applicable, and if such leave is unavailable, to be approved as unpaid leave. If a member does not report to work and does not have an advance excused absence, then the Cambridge Public Schools has a right to deduct from the member's paycheck those day(s) that the member was absent and not excused.

Section C, subsection C-4(a)

Increase the number in the first sentence from six (6) to "seven (7)" and insert the phrase "and upper school" before the word "students" in the first sentence.

Revise second sentence to read as follows: One such day may be used for elementary school moving on exercises and Upper School graduation exercises, and one day shall be the last day of the school year.

Article 5, Section D-1

Delete current provision in its entirety and insert the following in its place:

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

Article 5, Section J

Effective as of August 31, 2018, increase the rate for non-teaching/non-supervisory to \$24.00

Article 6 Class Size

Section A subsection 2

In Science Laboratory change number from "20" to "22"

In Academic Subjects change number from "30" to "28"

Subsection 4

Delete "Department of Education" and insert "Department of Elementary and Secondary Education" in its place.

Article 9, Section D

Effective as of September 1, 2017 in the second paragraph insert the following language: "any school psychologist who holds a credential as a Nationally Certified School Psychologist issued by the National Association of School Psychologists (NASP), the American Psychological Association (APA) or the National Board Certified Counselors (NBCC)" after the phrase "American Physical Therapy Association (APTA)".

Article 14, Section H-1

Change "August 31, 2016" to reflect ending date of term of new CBA.

Appendix D

Paragraph Number 23

Delete the current language of paragraph 23 and insert the following in its place:

Using Student and Staff Feedback in Evaluation

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

The educator or administrator shall include in the feedback process a minimum of twenty (20) students/staff or eighty percent 80% of students/staff with whom the educator or administrator works, whichever is less. The educator or administrator shall propose the feedback instrument and the students/staff to be included in the feedback process to the evaluator, and the evaluator's approval of such shall not be unreasonably denied. The proposal shall be made during plan development, prior to November 1.

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

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

Paragraph Number 24

Delete the current language of paragraph 24 and renumber subsequent paragraphs:

Appendix D, Section 10, Subsection A

Delete "one" and insert "two" in its place.

Appendix D, Paragraph 24, Section 11

First paragraph, first sentence, insert "on a Developing Educator Plan". after the word "Administrator"

First paragraph, delete third sentence in its entirety.

Article 22 Professional Development

Section C, Subsection C-2

Insert at the end of the sentence the following text: Fifty thousand dollars (\$50,000.00) will be set aside for each semester in each year, and any remaining unexpended monies will roll forward to the next semester but any monies that remain at the end of the fiscal year will expire.

Effective September 1, 2019, the total tuition reimbursement amount shall not exceed \$180,000 (one hundred eighty thousand) per year. Sixty thousand dollars (\$60,000.00) will be set aside for each semester in each year, and any remaining unexpended monies will roll forward to the next semester but any monies that remain at the end of the fiscal year will expire.

Article 26 Textbooks and Instructional Materials
Section B

Delete the following sentences from the first paragraph of the section:

For the period of September 1, 2013 through August 31, 2015, the annual reimbursement amount per individual shall not be more than \$450 (four hundred fifty dollars). Effective September 1, 2015, the annual reimbursement shall be not more than \$400 (four hundred dollars).

Delete the following sentence from the end of the first paragraph of the section:

In consideration for reduction of instructional materials reimbursement, effective September 1, 2015, add \$50.00 (fifty dollars) to the base salary effective as of September 1, 2015.

Insert at the end of the first paragraph:

The reimbursement will only be paid to members of the bargaining unit who are active employees within the Cambridge Public Schools and not to members of the bargaining unit who are on leaves of absence from their employment within the Cambridge Public Schools.

Article 29 General
Section I

Delete this section in its entirety.

Section N-1, Subsection b

Insert in the section line after "Section 38G", the following text:

", indicators of job performance shall also include other matters reflected in a teacher's personnel records, including attendance, discipline, training and education,"

New Section V

Insert the following new section V:

Substance and Alcohol Testing

- a. Controlled Substance Testing. Upon reasonable cause, the Cambridge School Committee will require an employee to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

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

a CEA officer will be contacted and the employee may select another CEA member to accompany him/her.

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

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

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

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

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

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

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

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

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

A second positive test of 0.020 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

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

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

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

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

- c. If during the term of this collective bargaining agreement, the Medical Review Officer that is used by the City and CPS begins to utilize saliva or other scientifically valid tests for the presence of marijuana, the School Committee agrees to discuss with the CEA the use of such alternate testing procedures.

Article 36 New Teacher Orientation and Training Program

Delete the first sentence of the first paragraph in its entirety and insert the following in its place:

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

Appendix C Other Salary Schedules

Effective as of August 31, 2018 , increase the rate for the summer school principal to \$41.00.

Effective as of August 31, 2018 , increase the rate for site coordinator to \$36.00.

Effective as of August 31, 2018, increase the rate for summer school teachers to \$35.00.

Effective as of August 31, 2018, increase the rate for after school tutoring stipends to \$33.00.

Effective as of August 31, 2018, increase the music teacher night/weekend performances/rehearsals to \$24.00.

Effective as of August 31, 2018, increase the rate for drivers education to \$22.00.

Peer Educator Evaluation Program Appendix D, Section 2

Appendix D

Insert a new definition "S" which states:

Peer Educator. A professional status teacher with at least five years of distinguished experience in the Cambridge Public Schools who has been identified and selected by the Principal/Head of School, or Department Head, with the approval of the Superintendent of Schools, as a Peer Educator who is capable of supporting and furthering the professional growth and development of other professional status teachers with proficient or exemplary levels of performance through peer evaluation under the PEER Program.

Insert a new definition "T" which states:

Peer Educator Evaluation and Review Program (PEER Program): A peer educator evaluation program with the objective of maximizing high performing educators' professional growth and effectiveness towards enhanced learning and achievement for all students, through educator peer evaluations conducted by those identified as Peer Educators.

Re-letter current definition in "S" and "T" and all definitions thereafter.

AND

Appendix D, Section 17

Insert a new Section C

1. There shall be a pilot Peer Educator Evaluation and Review Program. This pilot is initiated with the objective of maximizing high performing educators' professional growth and effectiveness towards enhanced learning and achievement for all students, through educator peer evaluations conducted by those identified as Peer Educators. This pilot initiative will be conducted at the high school level in two content areas to be identified by the Superintendent, and agreed upon by the Superintendent and the President of the CEA.
2. Selection and identification of Peer Educators to participate in the Peer Educator Evaluation and Review Program as well as the number of Peer Educators to be selected in any given year shall be at the sole discretion of the Superintendent or designee. Educators interested in serving as Peer Educators must have demonstrated a deep and reflective understanding of the academic content that they teach, utilize multiple assessments to evaluate student learning and inform instruction, and continually reflect on student outcomes and make instructional decisions that promote high levels of learning for all students. Interested educators who meet the minimum criteria may submit a request for consideration to be selected as a Peer Educator to the attention of the Superintendent or designee. Educators who are selected to be Peer Educators shall participate in training in how to conduct evaluations in accordance with the evaluation process set forth in Appendix D of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee.
3. Educators who are selected as Peer Educators may, at the discretion of the Superintendent or designee, be assigned participating teachers to evaluate and work with. The number of participating Educators assigned to a Peer Educator shall be no greater than two (2). Peer Educators, in consultation and coordination with their principal or other supervisor, shall be afforded four half days of release time per school year from regularly assigned duties in order to conduct their work as Peer Educators, including conducting announced and unannounced observations of and discussions with participating Educators that have been assigned to them.
4. Under the Peer Educator Evaluation and Review Program, Educators who will be starting a two-year Self-Directed Growth Plan cycle, may, request to be evaluated by a Peer Educator by informing their evaluator in writing by May 1st.
5. Upon receipt of such a request, the evaluator will consult with the principal, supervisor and/or other relevant administrators of the educator and submit a recommendation to the Superintendent or designee who will approve or deny the request
6. The identification of the Peer Educator who will work with the participating Educator will be reviewed and determined by the Superintendent or designee, based on the recommendation of the Principal or other evaluator. The denial of an educator's request to participate in the Peer Educator Review Program and the identification or lack thereof of a Peer Educator who will work with the participating Educator will not be grievable or arbitrable. Once notified of the match, if the participating educator wishes to withdraw and be evaluated by the assigned administrator, s/he must request such a change within five school days. If the peer evaluator wishes to withdraw from evaluating a participating educator, s/he must request such a change within five (5) school days.
7. Once designated, the Peer Educator will work with the participating teacher and conduct a peer evaluation of the participating Educator in accordance with the provisions of the CPS Educator

Evaluation process, with the applicable provisions of Appendix D of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee. Additionally, the Peer Educator will be expected to share with the participating Educator his or her knowledge and expertise in the content area, including strategies for effective instruction that advance the learning of each individual student with respect for the diversity of the students they teach, utilization of varied assessments to inform instruction and facilitate high levels of student learning and achievement, and creating learning environments that promote high levels of learning and achievement for all students.

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

Teacher Stipends (page 56 of current CBA):

In the first line of the first full paragraph on page 56 insert Effective September 1, 2017 "Peer Educator" after "Lead Teachers"

Enter into a side letter agreement regarding the establishment of a Joint Working Group on Peer Assistance and Review

There shall be a Joint Working Group on the Peer Educator Evaluation and Review Program (PEER Program), consisting of four (4) members of Units A&B designated by the CEA and four (4) school administrators designated by the Superintendent to provide input and to inform issues relating to implementation of the PEER Program. This Joint Working Group shall be co-chaired jointly by one individual designated by the CEA and one by the Superintendent or designee. This Joint Working Group shall be advisory to the Superintendent of Schools and the CEA Unit A&B Contract Negotiating Committee. The work of the Joint Working Group will be determined by the Superintendent or designee and the co-chair of the Joint Working Group and the members of this Joint Working Group and school administrators as designated by the co-chairs. The work of this Joint Working Group shall commence no later than thirty (30) days after ratification of the tentative agreement by both parties for a successor collective bargaining agreement. The meeting frequency of this Joint Working Group shall be at any frequency as jointly agreed to by the Superintendent or designee and the co-chair of the Joint Working Group.

The charge of the Joint Working Group shall be: (i) to make recommendations about implementation of the Peer Educator Evaluation and Review Program. Implementation includes professional development for the Peer Educators; (ii) collect feedback on the implementation of the Peer Educator Evaluation and Review Program and make recommendations for modifications and expansions; and (iii) by June 2018 make recommendations about the expansion of this program to include peer assistance and review of educators on Developing Educator Plans, Directed Growth Plans and Improvement Plans.

Adoption of any recommendation that is a mandatory subject of bargaining will be referred to and is subject to bargaining by the School Committee and the CEA.

Enter into a side letter agreement regarding the establishment of Joint Student Services Working Group

There shall be a Joint Student Services Working Group, consisting of eight (8) representative staff from members of Unit A from all areas within the Office of Student Services (physical therapy, occupational therapy, psychologists, counselors, speech language therapists, special education teachers, including special education teachers in substantially separate classrooms) designated by the CEA, four (4) members of Unit B from the Office of Student Services (Director of OSS and the three OSS Coordinators) and the Assistant Superintendent for Student Services and three principals designated by the Assistant Superintendent of Student Services to provide input and to identify topics for joint training sessions to be offered by the Office of Student Services and the CEA for interested members of CEA Units A&B on special education issues, including caseloads and special education laws and regulations which courses may be offered as part of the choice courses available for educators and which shall also be periodically offered as voluntary offerings for members of CEA Units A&B after the school day. This Joint Student Services Working Group also shall meet to review the Office of Student Services' analysis of caseloads to ensure equity across the school district for Office of Student Services staff. This Joint Student Services Working Group shall be co-chaired jointly by one individual designated by the CEA and by the Assistant Superintendent for Student Services. This Joint Student Services Working Group shall be advisory to the Assistant Superintendent for Student Services. The work of the Joint Student Services Working Group will be determined by the Assistant Superintendent for Student Services in consultation with the co-chair of the Joint Student Services Working Group and the members of this Joint Student Services Working Group. The work of this Joint Student Services Working Group shall commence no later than thirty (30) days after ratification of the tentative agreement by both parties for a successor collective bargaining agreement. The meeting frequency of this Joint Student Services Group shall be bi-monthly or at any other frequency as jointly agreed to by the Assistant Superintendent for Student Services and the co-chair of the Joint Student Services Working Group for the first ten (10) months after ratification of the collective bargaining agreement, not including the months of July and August. Thereafter, the Joint Student Services Working Group shall meet three (3) times a year.

Enter into a side letter agreement regarding the establishment of a Diversity Committee

The Committee and the Association agree that for the duration of this contract through August 31, 2020 there will be an advisory Diversity Committee which shall be co-chaired by the Superintendent or his/her designee and the CEA President, and shall be comprised of six (6) Unit A and B representatives to be selected by the CEA President to include two (2) elementary school representatives, two (2) upper school representatives, and two (2) high school representatives, which may include within these six (6) representatives specialist representatives as determined by the CEA. The Diversity Committee shall be advisory to the Superintendent and the purpose of the Diversity Committee shall be to bring forward to the Superintendent issues of diversity identified by the CEA and to develop advisory recommendations to the Superintendent with respect to such issues. The terms of this side letter shall expire on August 31, 2020 and shall not continue unless the parties mutually agree to the continuation of the terms of this side letter.

Enter into a side letter agreement regarding the establishment of Joint Working Group on Professional Development

There shall be a Joint Working Group on Professional Development, consisting of six (6) members of Units A&B designated by the CEA and six (6) school administrators designated by the Superintendent to provide input and to inform issues relating to assessing reallocation and restructuring of professional development time. This Joint Working Group shall be co-chaired jointly by one individual designated by the CEA and by the Deputy Superintendent or a designee. This Joint Working Group shall be advisory to the Superintendent of Schools. The work of the Joint Working Group will be determined

by the Deputy Superintendent or designee in consultation with the co-chair of the Joint Working Group and the members of this Joint Working Group and school administrators as designated by the Superintendent and/or Deputy Superintendent. The work of this Joint Working Group shall commence no later than thirty (30) days after ratification of the tentative agreement by both parties for a successor collective bargaining agreement. The meeting frequency of this Joint Working Group shall be bi-monthly or at any other frequency as jointly agreed to by the Deputy Superintendent or designee and the co-chair of the Joint Working Group. The work of the Joint Working Group shall expire at the end of the term of this collective bargaining agreement. In other words, this provision shall become null and void as of the last date of the successor collective bargaining agreement (i.e., even if the parties are still negotiating for a successor agreement this provision will be eliminated as of the last date of the successor collective bargaining agreement).

Continue existing side letter regarding administrative guidelines which provides as follows:

The CEA and the School Committee acknowledge that the school district is continuing to implement the following administrative guidelines:

1. Building Moves

Prior to the finalization of a building move plan, the principal/head of upper school of the impacted school and a Superintendent's representative will hold a meeting with faculty of the school to present an overview of the move and receive input and questions from faculty and staff.

2. Major Renovation/New Construction

Whenever a major renovation or a new construction of a building is planned, input from the appropriate staff and faculty will be solicited and such input would come through meetings with architects or the Superintendent's designee prior to the design of a building.

3. Maintenance Related Issues

Faculty and staff will be advised to report all maintenance related issues to the senior building custodian, who shall address the issue if possible or enter a work order into the online job request system for requests requiring central maintenance staff attention. If a teacher's needs are not being responded to, faculty and staff are advised to bring the maintenance request to the principal/head of upper school or his/her designee.

4. Building Walkthroughs

When requested, the Superintendent or designee will arrange for a building walkthrough for CEA Reps prior to the first day of school in any building that is newly renovated or has undergone a major renovation.

5. Building Health and Safety

Whenever a faculty or staff member feels that there is a health or safety issue related to facility conditions, he/she shall bring the concern to the principal, who will promptly report it to the Facilities Director for response, and a status update will be communicated to the faculty or staff member within ten (10) business days whenever possible.

6. Shared Space

The school district will review existing protocols for outside users and will solicit input from faculty/staff in the development of new protocols.

Article 37 Teachers Providing Services to Students Pursuant to the I.D.E.A.

Replace all references to "regular education" in Article with "general education"

Appendix A Part-Time Learning Disabilities Teachers

Replace references to "regular education" in Appendix with "general education"

II. Contract clean-up

Change dates to reflect term of new CBA

Article 5 Teaching Hours and Teaching Load

Section D-1

Delete the phrase "the requirements of the Civil Service Regulations and"

Article 10 Sick Leave

Section E

In the third line of the sentence, delete "or" and insert "and " in its place

Article 27

Section E

Delete the phrase "Section 178L(6)" and insert "M.G.L.c. 150E, §12" in its place.

Article 29 General

Section T

In the last sentence insert "/her" after each occurrence of the word "his."

Include in paragraph 22 of Appendix D the language from the Agreement between the parties dated December 1, 2015 which provides in pertinent part:

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

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

- (i) Two (2) common measures using the median student growth percentile ("SGP") for ELA and Math from Massachusetts state assessments. The district-established parameter for high, moderate and low growth or achievement that

will be in place for these two (2) common measures will be "High" equals a SGP of 61 or higher; "Moderate" equals a SGP of between 40 and 60; and "Low" equals a SGP of 39 or lower; and

(ii) An Educator, at time of development of the Educator Plan, also will identify another educator-specific outcomes-based measure of student learning, growth or achievement from one of the following categories:

- a. Pre-test/post-test: Pre-test and post-test rater scores that are both on the same rubric and which are used in order to measure student knowledge before and after instruction. These scores are then used to determine a student's growth during the course of a school year or during a course. Pre and post-tests are defined as identical measures administered twice or comparable versions.
- b. Repeated measures: Repeated measures design is a portfolio of short and authentic assessments using the same rubric and looking at student growth over the course of the school year through repeated administration of a short and authentic assessment throughout the school year or throughout a course. These repeated measures serve a similar function to a pre- and post-test by illustrating change over time in student learning or performance.
- c. Holistic evaluation: Holistic evaluation of student growth combines aspects of a pre- and post-test model with the regularity of a repeated measures approach and uses a rubric to score student work but the rubric differs in that it is designed to compare two or more examples of student work by looking at growth across multiple samples that are collected systematically, spanning the course or year.
- d. Post-test only: Use of a post-test only is a measure of student performance at or near the end of the grade or a course and is a measure that is only available annually.
- e. Portfolios: Portfolios is a measure of student performance when it is designed to capture progress of a student rather than to showcase accomplishments. When portfolios are identified as an educator-specific outcomes-based measures of student learning, growth or achievement only a representative sampling of portfolios from a course or year will be used.
- f. Unit Assessments: Unit assessments can be utilized to measure student growth by examining student performance on a series of units from a course or year.
- g. End of Course Exams: End of course exams are well aligned to content and informative with regard to student achievement. Baseline information within the same year or same course should be captured and utilizing a baseline test or baseline task that is similar as possible to the end-of-course exam in order to be able to measure student growth.
- h. Capstone Projects: Capstone Projects are large-scale student projects that represent a culmination of the work completed in a course. These projects often include extensive planning, problem solving, creative thinking, research and/or formal presentations. Capstone projects could include original research papers, extended science experiments, or a theatrical show. The Capstone project

assesses content that is instructionally sensitive and students must demonstrate knowledge or skills explicitly taught as part of the curriculum and need to reflect student work, and not the work of other students, parents/guardians, teachers or support staff.

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

To determine a Student Impact Rating of high, moderate or low for an Educator or Administrator, an Evaluator will use his/her professional judgment.

Enter into a side letter agreement, effective as of September 1, 2017 regarding the establishment of a CRLS Extra Curricular Committee

A. The Cambridge Rindge and Latin School ("CRLS") administration will create an extracurricular committee consisting of two (2) CEA Unit B members and two (2) CEA Unit A members who are employed and currently assigned to CRLS that are designated by the CEA. This Committee will be advisory to the principal of CRLS. This Committee will meet monthly to review proposals for student extracurricular clubs at CRLS. This Committee will make recommendations to the CRLS principal for stipends for club advisors to student extracurricular clubs in accordance with the process detailed below. All recommendations must fall within and are subject to the constraints of the CRLS budget that is allocated annually to student extracurricular clubs.

B. Club advisors will submit proposals for club compensation to the Extra Curricular Committee that will include:

- a. Estimated student participation based on previous year's attendance or projected attendance for new clubs.
- b. Frequency of meetings
- c. List of Events
- d. Total estimated student contact hours (outside the school day)

C. The Extra Curricular Committee will make a recommendation to the principal for the stipend for each student extracurricular club based on the following tiered system. Student extracurricular Clubs with multiple advisors will have the single stipend equally divided among the multiple advisors.

- a. Student Count
 - i. 3 – 20 students 1 point
 - ii. 21 – 40 students 2 points
 - iii. 41+ students 3 points
- b. Student contact Hours (outside of contractual day)
 - i. 1 – 36 hours 1 point

- ii. 37 – 50 hours 2 points
 - iii. 51+ hours 3 points
- c. Final Tier Status by points determined above
 - i. Tier I 2 points Stipend \$720
 - ii. Tier 2 3 – 4 points Stipend \$1500
 - iii. Tier 3 5 – 6 points Stipend \$4000

D. After November 1st of each school year, club advisors may submit proposals to the Extra Curricular Committee for additional clubs.

E. Club Advisors will submit final reports on club work at the end of the year to the Extra Curricular Committee and the CRLS principal.

F. Stipends will be prorated for less than full completion of club advisor duties.

Appendix C - Extracurricular Activity Stipends

Effective as of September 1, 2017, the Extracurricular Activity Stipends that are set forth in Appendix C of the collective bargaining agreement which are applicable only to the high school shall be revised as detailed in the attached chart with the header "Club Advisor Stipends".

Enter into a side letter agreement regarding a joint labor management meeting regarding Upper School and/or Elementary Extra Curricular Activities

For the life of this contract from September 1, 2017 through August 31, 2020, the School Committee or Cambridge Education Association agree that either may request a joint labor management meeting to discuss Upper School and/or Elementary School extracurricular activities and associated stipends.

Appendix C - Coach Salaries

Effective as of September 1, 2017, add the titles detailed below to the end of the list of athletic coaching stipends that are set forth in Appendix C of the collective bargaining agreement under "Coaches Salaries":

Varsity Head Coach	6,242
Varsity Assistant Coach	2,081
JV Coach	3,849
Freshman Coach	2,081
Novice Coach	2,081
Athletic Advisor	3,954
Athletic Aide	1,040
Athletic Instructor	1,040

III. Economic Proposal

Base Wages

September 1, 2017 - 2.5% on base wages

September 1, 2018 - 2.5% on base wages

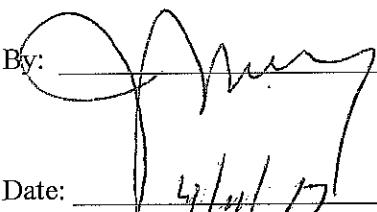
September 1, 2019 - 2.5% on base wages

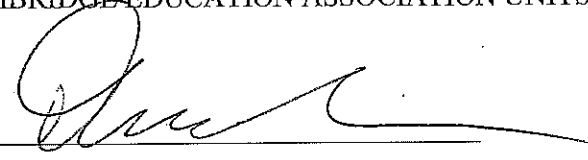
Should, during the life of the collective bargaining agreement for the period of September 1, 2017 through August 31, 2020, the School Committee, after receipt of a recommendation from the Superintendent, determine to make any adjustments or changes in either the length of the school year and/or school day for students and/or the length of the work year and/or work day for members of CEA Units A&B, including but not limited to, the most effective use of the current length of the school day and school year for students and work day and work year for members of Units A&B to have the most beneficial impact on improving achievement for all students, then in consideration of those changes and adjustments, the School Committee and the CEA agree to reopen the collective bargaining agreement for the limited purpose of discussing time, compensation and language modifications related to such changes and adjustments.

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

Make other adjustments in dates, as necessary, throughout the collective bargaining agreement, to reflect term of successor collective bargaining agreement.

CAMBRIDGE SCHOOL COMMITTEE CAMBRIDGE EDUCATION ASSOCIATION UNITS A&B

By: 
Date: 4/11/17

By: 
Date: 4/7/17

CLUB ADVISOR STIPENDS

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Club Name	
Aerospace Engineering/Astronomy	720
Asian Club	720
Biotechnology Club	720
Business Club, sponsored by Yes	720
Ceramics Club	720
Club 1 - Feminist	720
Computer Science Club	720
Drumline	720
Dungeons & Dragons Club	720
Environmental Action Club	720
Falcon Friends	720
French Club	720
Global Awareness Club	720
Habasha (formerly Ethiopian Club)	720
Henna Club	720
Hip Hop Culture Club	720
History Club	720
Improv Club	720
Issues in Education Club	720
Jewish Heritage Club	720
Junior State of America	720
K-Pop Club (Korean Pop)	720
Latin Club	720
Latino Club	720
Literary Magazine Club	720
Marine Conservation Club	720
Muslim Culture Club	720
Ocean Science Bowl Team	720
Poetry/Spoken Word Club	720
Project 10 East (Gay-Straight Alliance)	720
Sisters on the Runway	720
Spanish Club	720
Speech and Debate Club	720
Students of Color Union	720
Underwater Robotics	720
UNICEF	720
Yearbook Business Advisor	720
Club Med	1,500
FIRST Robotics	1,500
Habitat for Humanity Club	1,500
Haitian Club	1,500
Math Club	1,500
Media Arts club	1,500
Photo Club	1,500
Science Team	1,500
Step Team	1,500
Advanced Placement Coordinator	4,000
Alpine Ski Club	4,000
Club 4	4,000
Model United Nations Club	4,000
National Honor Society	4,000
Student Government	4,000
Senior Class	4,000
A Capella Club	1,500
Freshman Class	720
Junior Class	1,500
Peer Mentors	1,500
School Newspaper, The Register Forum	4,000
Sophomore Class	720
Student Government Co-Advisor (2)	2,000
Yearbook	4,000
Other	720