

22-01



CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141

January 4, 2022

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Memorandum of Agreement between the Cambridge School Committee (the "Committee") and Cambridge Education Association, Units A&B (the "CEA") on conducting the family listening conferences during the 2021-2022 school year

Recommendation: That the School Committee ratify and approve the Agreement between the Cambridge School Committee (the "Committee") and Cambridge Education Association Units A&B (the "CEA") on the conducting of the family listening conferences during the 2021-2022 school year.

Description: This Agreement that was reached between the parties addresses compensation for Units A members who conducted family listening conferences during the 2021-2022 school year.

Supporting Data: A copy of the Agreement between the Cambridge School Committee (the "Committee") and Cambridge Education Association Units A&B (the "CEA") on the conducting of family listening conferences during the 2021-2022 school year.

Respectfully submitted,

Victoria L. Greer, PhD
Interim Superintendent of Schools

MEMORANDUM OF AGREEMENT BETWEEN CITY OF CAMBRIDGE BY AND THROUGH ITS SCHOOL DEPARTMENT AND SCHOOL COMMITTEE AND CAMBRIDGE EDUCATION ASSOCIATION UNITS A&B

This Agreement is entered into this ____ day of December 2021 by and between the City of Cambridge, a political subdivision and municipal corporation of the Commonwealth of Massachusetts with an office located at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139, by and through its School Department (“School Department”) and the School Committee (hereinafter collectively referred to as the “City”) and the Cambridge Education Association Units A&B (hereinafter referred to as the “Association”) (hereinafter collectively referred to the “Parties”) with respect to the resolution of the issues and concerns regarding the conducting of family listening conferences during the 2021-2022 school year;

WHEREAS, the duly authorized representatives of the Parties have met in an effort to resolve issues and concerns that had arisen regarding the conducting of family listening conferences during the 2021-2022 school year;

NOW THEREFORE, in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree as follows:

1. The Parties agree that Unit A members will be paid for thirty (30) minutes for each individual family listening conference that was conducted between September 1, 2021 and October 15, 2021 outside of the Unit A member’s regular work hours. The Parties further agree that such payments will be paid at a rate of \$40.00 (forty dollars) per hour, less appropriate federal and state tax withholdings,
2. The Parties acknowledge and agree that in order for a Unit A member to be eligible for payment for conducting family listening conferences as set forth above in paragraph 1 of this Agreement, the family listening conference must occur outside of the Unit A member’s regular work hours, and payment will only occur upon receipt of documentation acceptable to the School Department evidencing the Unit A member has conducted such family listening conferences.
3. The Parties acknowledge and agree that Unit A members who conducted family listening conferences between September 9, 2021 and October 15, 2021 during the member’s preparation period (hereinafter referred to as “prep”) may be compensated at the lost prep rate of thirty-one dollars and sixty-five cents (\$31.65) per hour. The maximum amount of time compensated for each individual family listening conference conducted during a prep will not exceed thirty (30) minutes. Compensation for lost prep will occur in accordance with the provisions of Article 5 Section D-2 (b).
4. The Parties further acknowledge and agree that in addition to payment for the family listening conference time, each Unit A member who scheduled and conducted sixteen (16) or more family listening conferences will receive one (1)

hour of planning time outside of their regular work hours that will be paid at a rate of forty dollars (\$40.00) per hour, less appropriate federal and state tax withholdings, and each Unit A member who scheduled and conducted between eight (8) and fifteen (15) family listening conferences will receive thirty (30) minutes of planning time outside of their regular work hours that will be paid at a rate of forty dollars (\$40.00) per hour, less appropriate federal and state tax withholdings, and payment. Payment for such planning time will only occur upon receipt of documentation acceptable to the School Department evidencing the Unit A member has conducted the requisite number of family listening conferences. The Parties further acknowledge and agree that there will be no compensation for planning time for Unit A members who conducted seven (7) or less family listening conferences.

5. The Parties also acknowledge and agree that such payments are not pensionable.
6. The Association further acknowledges and agrees, on behalf of itself and its past and present members that the payments to be made in accordance with paragraphs 1 through 5 of this Agreement are in full satisfaction of the amount due and owing to its Unit A members for their conducting family listening conferences during the 2021-2022 school year.
7. As a result of the provisions set forth in this Agreement, the Association agrees that no grievances shall be filed in connection with the scheduling of family conferences during the 2021-2022 school year.
8. The Parties further agree that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the City. The Parties further agree that this Agreement does not alter, impact, or otherwise change the right of the City as a matter of law and/or under the Units A&B collective bargaining agreement between the Cambridge School Committee and the Association (hereinafter "CBA"). Additionally, this Agreement does not establish a precedent under the CBA and does not constitute a practice of the Parties.
9. The Parties agree that this Agreement shall constitute full settlement of the issues and concerns regarding the conducting of family conferences during the 2021-2022 school year and shall not be considered to have established a precedent, shall not be used by either party for any reason in any proceeding, except one to enforce the terms of this Agreement.
10. The Association, on behalf of itself and its past and present members, irrevocably and unconditionally releases, acquits and forever discharges the City its past and present officers, principals, directors, employees, servants, members, agents, insurers, and attorneys, (collectively, the "Released Parties") from each claim which was or could have been raised in the above-referenced matter. The

Association hereby agrees that it will not, by itself or in concert with others, or by virtue of judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any actions against the City, for damages arising out of the above-referenced matter giving rise to this Release.

11. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
12. This Agreement shall be deemed to be made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced, and governed under the laws of said Commonwealth. Should any non-material provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed to be severable from the remainder of this Agreement.
13. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties. This Agreement may be amended, revoked, changed or modified only upon a written agreement executed by each of the Parties hereto.
14. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. For the convenience of the Parties, signatures delivered via e-mail, facsimile, PDF, or other electronic means shall be accepted as originals.

CAMBRIDGE EDUCATION ASSOCIATION

 Daniel Monahan
 President
 Cambridge Education Association

 Date

CITY OF CAMBRIDGE

Victoria L. Greer, PhD
Interim Superintendent of Schools
Cambridge Public Schools

Date

Louis A. DePasquale
City Manager

Date

Approved as to form:

Nancy E. Glowa
City Solicitor

Ariel Kennebrew
Executive Secretary
School Committee

Voted by the School Committee

Date: _____ Order Number: _____