



December 6, 2022

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the Cambridge Education Association regarding Falcon Block

- Recommendation: That the School Committee approve the agreement between the Cambridge School Committee and the Cambridge Education Association with respect to the implementation of the Falcon Block at the high school, which provides Cambridge Rindge and Latin School (“CRLS”) students with two (2) thirty-five (35 minute blocks per week to receive instruction that helps students to develop their skills and plan for life after high school, and also provides time and resources for CRLS students to receive specific and targeted interventions
- Description: This agreement will provide all CRLS students with the opportunity to receive targeted instruction that will help them develop skills and plan for life after high school and also provides time and resources for CRLS students to receive specific and targeted interventions twice a week.
- Supporting Data: Attached Agreement between the Cambridge School Committee and the Cambridge Education Association regarding the Falcon Block.

Respectfully submitted,

Victoria L. Greer, PhD
Superintendent of Schools

**AGREEMENT BETWEEN THE
CAMBRIDGE SCHOOL COMMITTEE AND THE CAMBRIDGE EDUCATION ASSOCIATION**

This Agreement is entered into between the Cambridge School Committee ("Committee") and the Cambridge Education Association ("Association") as a resolution of issues related to Cambridge Rindge and Latin School ("CRLS") implementing what will be called "Falcon Block" starting in the 2022-2023 school year and potentially continuing thereafter.

WHEREAS, the Falcon Block will provide time for all CRLS students with the opportunity to receive instruction that helps students to develop their skills and plan for life after high school, and will also provide time and resources for CRLS students to receive specific and targeted interventions.

WHEREAS, the Association and the Committee have met in an effort to resolve concerns regarding the CEA's concerns regarding the implementation of Falcon Block.

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. The Committee and the Association acknowledge and agree that CRLS will begin implementing Falcon Block in the 2022-2023 school year and that CRLS plans to continue to refine and roll out the Falcon Block program over a period of four school years and thereafter. The Committee and the Association further acknowledge and agree that Falcon Block will occur twice per week in 35 (thirty-five) minute block sessions.
2. With the implementation of Falcon Block, the Committee and the Association acknowledge and agree that during the 2022-23 school year on the two days when Falcon Block is held CRLS educators may teach 78% (seventy-eight percent) of the instructional day for students which exceeds the 75% (seventy-five percent) of the instructional day limitation set forth in Article 5, Section E-1 of the collective bargaining agreement between the Committee and Association that is currently in effect, by 3% (three percent). The Committee and the Association further acknowledge and agree that the providing instruction during Falcon Block will not constitute a violation of Article 5, Section E-1 of the collective bargaining agreement between the Committee and the Association that is currently in effect with respect to the limitation on the number of preparation periods for secondary school teachers.
3. The Committee and the Association acknowledge and agree that there is a curriculum development group of educators and administrators at CRLS who are developing the curriculum that will be used in Falcon Block on both Pathways Thursdays and Balance Fridays. The Committee and the Association further acknowledge and agree that any of this curriculum development work that occurs outside of the unit member's regularly scheduled work day will be compensated at the curriculum development rate currently set forth in the collective bargaining agreement between the Cambridge School Committee and Cambridge Education Association Units A&B.
4. The Committee and the Association acknowledge and agree that in implementing Falcon Block in the 2022-2023 school year, the CRLS Principal and CRLS Leadership Team commit to sharing Falcon Block Pathway lessons, curriculum, and resources at least three (3) days in advance in assigned professional time ("APT") sessions with CRLS educators who are teaching Falcon

Block. The Committee and the Association further acknowledge and agree that the Falcon Block does not constitute an additional prep since CRLS educators will be receiving the curriculum/resources each week.

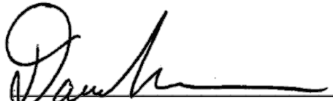
5. The Committee and the Association also acknowledge and agree that in connection with implementing the Falcon Block in 2022-2023 school year that the CRLS Principal and CRLS Leadership Team commit to a quarterly review of implementation and progress towards the goals of Falcon Block in collaboration with the Faculty Advisory Committee. No later than June 1, 2023, the CRLS Principal, Leadership Team, and Faculty Advisory Committee will conduct a review of the whole school year implementation and progress towards the goals of Falcon Block.
6. As a result of the provisions set forth in this Agreement, the Association agrees that no grievances shall be filed in connection with Article 5 section E-1 sentence 1 of the collective bargaining agreement with regards to the implementation and roll out of the Falcon Block. It is understood that The Cambridge Education Association does not waive any other rights pursuant to the Collective Bargaining Agreement or the law.
7. It is understood and agreed between the Association and the Committee that Cambridge Public Schools retains its managerial authority and no provisions of this Agreement shall prevent the Cambridge Public Schools from making determinations with respect to levels of staff, curriculum development and implementation and/or work that needs to be performed. It is further acknowledged, agreed and understood by the Association that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee and/or the Cambridge Public Schools, including without limitation, the Committee and the Cambridge Public Schools' managerial authority to make determinations with respect to levels of staffing, Curriculum development and implementation and/or work that needs to be performed. The parties further agree that this Agreement does not alter, impact or otherwise change the right of the Cambridge Public Schools and the Cambridge School Committee as a matter of law and/or under the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B.
8. The signatories to this agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
9. 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 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 not to be part of this Agreement.
10. 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 the Parties.
11. 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, facsimile and PDF signatures shall be accepted as originals.

WHEREFORE, the Association and the Committee have caused this Agreement to be executed by their duly authorized representatives this ____ November 2022.

CAMBRIDGE EDUCATION ASSOCIATION

CAMBRIDGE SCHOOL COMMITTEE



Daniel Monahan

Ariel Kennebrew
Executive Secretary

Order Number Date

CITY OF CAMBRIDGE

Yi-An Huang
Manager

City

Approved as to form:

Nancy E. Glowa
City Solicitor