



May 2, 2023

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement Between the Cambridge School Committee
and the Cambridge Family Liaisons Invested in Families & Education, AFSCME/AFL-CIO
(LIFE/AFSCME)

Recommendation: That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Family Liaisons Invested in Families & Education, AFSCME/AFL-CIO (LIFE/AFSCME) in regards to offering parental leave to all bargaining members of Family Liaisons who have worked for at least three (3) consecutive months in a regularly appointed position of twenty (20) hours per week or more. This leave will offer up to eight (8) weeks of paid parental leave "PPL" in connection with a 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").

Description: As detailed more fully in the attached agreement, this proposed agreement for the provision of up to eight (8) weeks of Paid Parental Leave.

Supporting Data: Attached Agreement between the Cambridge School Committee and the Cambridge Family Liaisons Invested in Families & Education, AFSCME/AFL-CIO (LIFE/AFSCME).

Respectfully submitted,

Victoria L. Greer, PhD
Superintendent of Schools

**AGREEMENT BETWEEN THE
CAMBRIDGE SCHOOL COMMITTEE AND THE CAMBRIDGE FAMILY LIAISONS
INVESTED IN FAMILIES & EDUCATION, AFSCME/AFL-CIO (LIFE/AFSCME)**

This Agreement is entered into between the Cambridge School Committee ("Committee") and the Cambridge Family Liaisons Invested in Families & Education, AFSCME/AFL-CIO (LIFE/AFSCME) (hereinafter collectively the "Family Liaisons") as a resolution of issues related to the provision of parental leave to members of the Family Liaisons.

WHEREAS, the Family Liaisons and the Committee have met in an effort to resolve issues and concerns regarding parental leave;

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

1. The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination ("MCAD") guidelines with reference to parental leave. Effective within thirty (30) days of the date of ratification by both of the parties, all bargaining unit members of the Family Liaisons 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 bargaining unit members of the Family Liaisons 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. Bargaining unit members of the Family Liaisons 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.

In addition, any bargaining unit member of the Family Liaisons who qualifies for this benefit as described in the previous paragraph, and who have not exhausted their FMLA leave, and whose qualifying event falls up to sixty (60) school days before the date of ratification by the Committee will be eligible for up to four (4) weeks of PPL to be used with the same guidelines as set forth in the previous paragraph.

2. The Family Liaisons and the Committee acknowledge and agree that the provisions set forth in paragraph 1 regarding PPL shall be incorporated into the successor collective bargaining agreement for the Family Liaisons.

3. It is understood and agreed between the Family Liaisons 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 any of its management rights. It is further acknowledged, agreed and understood by the Family Liaisons that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the Committee and/or the Cambridge Public Schools. The parties further agree that this Agreement does not alter, impact or otherwise change the rights of the Cambridge Public Schools and the Committee as a matter of law and/or under the collective bargaining agreement between the Committee and the Family Liaisons.

4. The signatories to this agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.

5. 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 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.

6. 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.

7. 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 Family Liaisons and the Committee have caused this Agreement to be executed by their duly authorized representatives this ____ April 2023.

CAMBRIDGE FAMILY LIAISONS
INVESTED IN FAMILIES & EDUCATION,
AFSCME/AFL-CIO (LIFE/AFSCME)

CAMBRIDGE SCHOOL COMMITTEE

Co-President

Ariel Kennebrew
Executive Secretary

Negotiating Committee

Order Number Date

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

CITY OF CAMBRIDGE

Yi-An Huang
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor