135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



August 6, 2024

## TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Adjustments to Upper School Club Advisor Stipends in the Collective Bargaining

Agreement Between the Cambridge School Committee and the Cambridge Education

Association Units A&B

Recommendation: That the School Committee approve the attached agreement with the

Cambridge Education Association Units A&B which

addresses a change in the collective bargaining agreement language between the Cambridge School Committee and Cambridge Education Association Units A&B with respect to upper school club stipends.

Description: As detailed more fully in the attached agreement, the language in the

collective bargaining agreement language between the Cambridge School

Committee and Cambridge Education Association Units A&B with

respect to upper school club stipends is being revised to address issues and

concerns with respect to the facilitation of school clubs at the upper

schools.

Supporting Data: Agreement Between the Cambridge School Committee

and the Cambridge Education Association Units A&B.

Respectfully submitted,

David Murphy

Interim Superintendent of Schools

## SETTLEMENT AGREEMENT BETWEEN THE CAMBRIDGE SCHOOL COMMITTEE AND THE CAMBRIDGE EDUCATION ASSOCIATION UNITS A&B

This Settlement Agreement is entered into between the Cambridge School Committee ("Committee"), and the Cambridge Education Association Units A&B ("Association") as a resolution of issues related to upper school clubs.

WHEREAS, the Association and the Committee (collectively the "Parties") have met in an effort to resolve issues and concerns regarding upper school clubs;

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 parties acknowledge and agree to revise the language regarding upper school club stipends as set forth in the current collective bargaining agreement between the Cambridge Teachers Association Units A&B as follows:

The Tier I Stipend language shall be changed to read as follows (changes in bold):

Tier I Stipend: \$500 (five hundred dollars) per semester for club facilitation that occurs outside of the contractual day.

For clubs that run for a full year, the Tier I Stipend will be \$1,000 for club facilitation *that occurs outside of the contractual day.* 

Tier 2 Stipend: \$1,000 (one thousand dollars) per semester for clubs involving weekend or night meetings and/or travel (outside of contractual day). For clubs that run a full year, the Tier 2 Stipend will be \$2,000 (two thousand dollars) for club facilitation that occurs outside of the contractual day.

Delete the sentence that says: "No upper school clubs may meet during a teacher's duty-free lunch or preparation periods."

And insert in its place the following statement:

"Upper school club advisors will be paid \$40 per hour for club facilitation that occurs during the teacher's duty free lunch or prep period. NOTE: Upper school teachers may be asked to support a "club" during the regular school day as part of their regular work schedule. When this does not impact the teacher's lunch or preparation period, this time is not compensated beyond the normal salary."

- 2. The Association and the Committee acknowledge and agree that the provisions set forth in paragraph 1 regarding Tier I Stipends at the Upper Schools shall be incorporated into each successor collective bargaining agreement for CEA Units A&B.
- 3. 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 any of its management rights. 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 Cambridge School 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 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.
- 4. It is understood and agreed between the Association and the Committee that the provisions of this agreement will become effective thirty (30) days after the date of ratification by the School Committee.
- 5. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
- 6. 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.
- 7. 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.
- 8. 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 |
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| executed by their duly authorized representatives this | 2024.                            |

## CAMBRIDGE EDUCATION ASSOCIATION

## CAMBRIDGE SCHOOL COMMITTEE

| Paniel Monahan            |              | Katherine Christo<br>Interim Executive Secretary |  |
|---------------------------|--------------|--|--|
|                           | Order Number | Date   |  |
| CITY OF CAMBRIDGE         |              |  |  |
|                           |              |  |  |
| i-An Huang<br>ity Manager |              |  |  |
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