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135 Berkshire Street, Cambridge, Massachusetts 02141

May 4, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Agreement between the Cambridge School Committee and the Cambridge Education Association Regarding an Adjustment to the School Calendar for the Start of the 2021 – 2022 School Year

Recommendation: That the School Committee ratify and approve the Agreement between the Cambridge School Committee and the Cambridge Education Association Regarding an Adjustment to the School Calendar for the Start of the 2021 – 2022 School Year.

Description: This agreement resolves the issues and concerns which arose with respect to the first day of school for the 2021-2022 school year and its conflict with the current provisions of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B, C, D and E.

Supporting Data: A copy of the Agreement between the Cambridge School Committee and the Cambridge Education Association Regarding an Adjustment to the School Calendar for the Start of the 2021 – 2022 School Year.

Respectfully submitted,

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

**AGREEMENT BETWEEN THE CAMBRIDGE SCHOOL COMMITTEE
AND THE CAMBRIDGE EDUCATION ASSOCIATION REGARDING
AN ADJUSTMENT TO THE SCHOOL CALENDAR FOR THE START OF 2021-2022 SCHOOL YEAR**

This Agreement is entered into on April ____, 2021 by and between the Cambridge School Committee (hereinafter "Committee") and the Cambridge Education Association (hereinafter "Association") with respect to an adjustment made in the school calendar for the start of the 2021-2022 school year.

WHEREAS, issues and concerns arose with respect to the first day of school for the 2021-2022 school year and its conflict with the current provisions of the collective bargaining agreements between the Cambridge School Committee and the Cambridge Education Association Units A&B, C, D and E;

WHEREAS, the duly-authorized representatives of the parties have met in an effort to resolve issues and concerns with respect to an adjustment made in the school calendar for the start of the 2021-2022 school year;

NOW THEREFORE, in consideration of mutual promises and covenants, the Committee and the Association agree as follows:

1. The provisions of Section C-1 of Article 5 of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B shall be modified for the 2021-2022 school year only to permit the following to occur:
 - (i) Tuesday, August 31, 2021 will not be a work day for members of Unit A.
 - (ii) Unit B assistant principals can work on Tuesday, August 31, 2021, after a conversation with their supervisors and if these Unit B members work, then this day will count towards the number of days in their work year requirement.
 - (iii) Unit B 206 day employees can work on Tuesday, August 31, 2021, after a conversation with their supervisors, and if these Unit B members work, then this day will count towards the number of days in their work year requirement.
 - (iv) Wednesday, September 1, 2021 and Thursday, September 2, 2021 will be professional development days for members of Units A and B.
 - (v) The Tuesday following Labor Day, September 7, 2021, will not be a work day for members of Unit A.
 - (vi) The Tuesday following Labor Day, September 7, 2021, will not a be work day for Unit B assistant principals, although these Unit B members will be required to work with their principals to ensure that all necessary work for the fulfillment of their duties and responsibilities are appropriately addressed.
 - (vii) Unit B 206 day employees can work the Tuesday following Labor Day, September 7, 2021, after a conversation with their supervisors, and if these Unit B members work, then this day would count towards the number of days in their work year requirement.

- (viii) Wednesday, September 8, 2021 will be a professional development day for members of Units A and B.
 - (ix) The first school day for students for the 2021-2022 school year shall be Thursday, September 9, 2021.
2. The provisions of Article 6, Section E of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Unit E and the provisions of the collective bargaining agreements between the Cambridge School Committee and the Cambridge Education Association Units C and D shall be modified for the 2021-2022 school year only to permit the following:
- (i) Tuesday, August 31, 2021 will not be a work day for members of Units D and E.
 - (ii) Tuesday, August 31, 2021, will be a work day for 12-month Unit C employees.
 - (iii) 192 and 205 day Unit C members can work Tuesday, August 31, 2021, after a conversation with their supervisors, and if these Unit C members work, then this day will count towards the number of days in their work year requirement.
 - (iv) Wednesday, September 1, 2021 and Thursday, September 2, 2021 will be professional development days for members of Unit E.
 - (v) The Tuesday following Labor Day, September 7, 2021, will not be a work day for members of Units D and E.
 - (vi) The Tuesday following Labor Day, September 7, 2021, will be a work day for 12-month Unit C employees.
 - (vii) 192 and 205 day Unit C members can work the Tuesday following Labor Day, September 7, 2021, after a conversation with their supervisors, and if these Unit C members work, then this day will count towards the number of days in their work year requirement.
 - (viii) Wednesday, September 8, 2021 will be a professional development day for members of Unit E.
3. The parties acknowledge that the Committee has designated in the school calendar for the 2021-2022 school year only that September 16, 2021 is a holiday for all school department employees.
4. 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 the school calendar. 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 regarding the school calendar for each school year. 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 agreements between the Cambridge School Committee and the Cambridge Education Association. Additionally, the Association acknowledges and agrees that the terms of this Agreement shall not be considered to have established a precedent under the collective bargaining agreement between the Association and the Committee and shall not be used by either party for any reason in any other proceedings except a proceeding to enforce the terms of this Agreement.

- 5. The Association, on behalf of itself and its past and present members, hereby jointly and severally, agree that no grievances will be filed with respect to the adjustments to the school calendar for the 2021-2022 school year as detailed in this Agreement.
- 6. The signatories to this agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
- 7. 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.
- 8. 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.
- 9. 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 Committee and the Cambridge Education Association have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____ April 2021.

CAMBRIDGE EDUCATION ASSOCIATION



Daniel Monahan
President

CAMBRIDGE SCHOOL COMMITTEE

Dosha E. Beard
Executive Secretary

Order Number _____

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DATE _____

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form: _____
Nancy E. Glowa
City Solicitor