## CAMBRIDGE PUBLIC SCHOOLS

135 Berkshire Street, Cambridge, Massachusetts 02141

25-186



July 11, 2025

## TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the Cambridge Education Association regarding moving of school staff to the Tobin Montessori School and Darby Vassall Upper School from the Longfellow and Kennedy Longfellow Buildings for the upcoming 2025-2026 school year

Recommendation:

That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Education Association regarding moving of school staff to the Tobin Montessori School and Darby Vassall Upper School from the Longfellow and Kennedy Longfellow Buildings for the upcoming 2025-2026 school year.

Description:

This is a resolution of issues related to the moving of school staff, including classroom teachers, to the Tobin Montessori School and Darby Vassall Upper School from the Longfellow and Kennedy Longfellow Buildings for the upcoming 2025-2026 school year.

Supporting Data:

Attached agreement between the Cambridge School Committee and the Cambridge Education Association regarding moving of school staff to the Tobin Montessori School and Darby Vassall Upper School from the Longfellow and Kennedy Longfellow Buildings for the upcoming 2025-2026 school year.

Respectfully submitted,

Interim Superintendent of Schools

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

This Agreement is entered into 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 and School Committee ("Committee") hereinafter collective referred to as the "City" and the Cambridge Education Association ("Association") as a resolution of issues related to the moving of school staff, including classroom teachers, to the Tobin Montessori School and Darby Vassall Upper School from the Longfellow and Kennedy Longfellow Buildings for the upcoming 2025-2026 school year.

WHEREAS, duly authorized representatives of the Parties have met in an effort to resolve concerns regarding the moving of school staff, including classroom teachers from the Longfellow and Kennedy Longfellow Buildings to the Tobin Montessori School and Darby Vassall Upper School for the upcoming 2025-2026 school year.

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

1. The Committee and the Association acknowledge and agree that each Unit A member at the Darby Vassall Upper School and Tobin Montessori Elementary School has to pack their classroom or office by no later than the close of business on Friday, June 27, 2025 and to set up a new classroom or office prior to the start of the 2025-2026 school year. These Unit A members will be paid a one-time payment of \$1,250.00 (one thousand two hundred fifty dollars), less appropriate federal and state tax withholdings. Such payment to be paid in two installments. The first payment to be paid in July 2025 and the second payment to be paid in October 2025, if the CEA member is at that point in time an employee of the Cambridge Public Schools. Crates will be available to members for packing by no later than Monday, June 2, 2025 and teachers will have access from that day on a schedule agreed to by their principal. The June 27, 2025 deadline for Unit A members who are required to attend professional development on June 25, 2025 through June 27, 2025 will be extended to July 3, 2025.

In addition, current Unit A members who get reassigned to the Darby Vassall Upper School and/or Tobin Montessori Elementary School between June 25, 2025 and September 2, 2025 for the 2025-2026 school year and who are required to unpack crates and materials that were delivered to relocated classrooms at either of these two schools in connection with the set up of a classroom or office will be paid \$625.00 (six hundred twenty-five dollars), less appropriate federal and state tax withholdings. This payment will be paid in October 2025, if the CEA member is at that point in time an employee of the Cambridge Public Schools. The principal, in their sole discretion, may assign other appropriate staff, who may or may not be members of the Association, to support the packing and/or unpacking of crates and materials. The Committee and the Association acknowledge and agree that this is a one-time only payment and does not apply to future classroom opening or relocations within either or both of the Darby Vassall Upper School and/or Tobin Montessori Elementary School. In the event a new CEA Unit A member is hired by the Cambridge Public Schools and assigned to either the Darby Vassall Upper School and/or Tobin Montessori Elementary School during the summer of 2025, the

respective school principal will consult with the CEA representative in the building prior to determine whether or not the newly hired CEA Unit A member is responsible for unpacking their classroom or office such that the individual would be eligible for the proportional share (\$625.00) of the move-in stipend. Eligibility for the stipend shall not be unreasonable withheld in the event there are unpacking responsibilities the befall the newly hired educator.

Crates will be delivered to relocated classrooms by no later than Thursday, August 21, 2025, and so long as a certificate of occupancy has been issued by that date teachers will have access by no later than August 21, 2025 on a schedule agreed to by the school principal. If the school department has access to the building prior to August 21, 2025 due to a certificate of occupancy being issued and crates have been delivered to the building, then the school department will notify Unit A members at the Darby Vassall Upper School and Tobin Montessori School so that teachers may have access on a schedule agreed to by the school principal.

The school department will update the CEA president on the status of the issuance of the certificate of occupancy at the end of the first week of August 2025 and weekly thereafter until it is issued.

In addition, Unit A members that have a high volume of materials to pack or unpack may request support from the principal. The principal, in their sole discretion, will either provide release time during the work day for the Unit A member or assign other appropriate staff, who may or may not be members of the Association, to support the packing and/or unpacking of materials.

The Association further acknowledges and agrees that payments made pursuant to this Agreement shall not be pensionable and that all tax liability each union member who receives a payment pursuant to this paragraph of the Agreement may incur is solely the union member's responsibility and that each union member each will pay all such taxes and hold the City harmless from any liability it may incur to any taxing authority arising out of any failure by each of them or anyone acting on each of their behalves to pay taxes incurred or due because of the payments made under this Agreement.

2. The Committee and the Association acknowledge and agree that all Unit A members at the Darby Vassall Upper School and Tobin Montessori Elementary School are expected and required to have their classrooms or offices set up by no later than the first day of school that students are in session and all Unit A members are expected and required to begin teaching on the first day of school that students are in session in the new locations/buildings for the 2025-2026 school year.

The Principal will be asked to check with teachers at the school to determine if there are any extenuating circumstances that would result in a classroom teacher being unable to comply with this schedule. Any such issue will be brought to the attention of the Principal for resolution.

3. The Committee and the Association acknowledge and agree that Unit C and Unit E members and building substitutes, who are member of Unit D, who in the Principal's sole discretion are authorized by the Principal to work in excess of their regular schedule but under a maximum of forty (40) hours per week in connection with the moving of school staff for the 2025-2026 school year will be paid for such additional hours at their hourly rate of pay as set forth in the collective bargaining agreement between the parties as then in effect, and the unit

member works more than forty (40) hours in any given week, the unit member will be paid time and a half for hours in excess of forty (40).

- 4. Subject to prior approval of the principal, all Unit D Extended Term Substitutes at the Darby Vassall Upper School and Tobin Montessori Elementary School not returning in September 2025 will be paid one additional day for packing their room or work area. Subject to prior approval from the principal, Unit D Extended Term Substitutes at the Darby Vassall Upper School and Tobin Montessori Elementary School will be paid one additional day if they unpack their room or work area prior to the start of the school year. The principal, in their sole discretion, may assign other appropriate staff, who may or may not be members of the Association, to support the packing and/or unpacking of materials.
- 5. All Unit C, D and Unit E members at the Darby Vassall Upper School and Tobin Montessori Elementary School, are expected and required to have their work areas set up by no later than the first day of school that students are in session for the 2025-2026 school year.

The Principal will be asked to check with Unit C, D and E members at the school to determine if there are any extenuating circumstances that would result in a unit member being unable to comply with this schedule. Any such issue will be brought to the attention of the Principal for resolution.

- 6. As a result of the provisions set forth in this Agreement the Association agrees that no grievances shall be filed in connection with the moving of school staff.
- 7. The Parties agree that 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 proceeding, except one to enforce the terms of the Agreement.
- 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 of competent jurisdiction to be illegal or invalid, the validity of the remaining parties, 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 the 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 each of the Parties hereto.
- 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, signatures delivered via e-mail, facsimile, PDF or other electronic means shall be accepted as originals.

WHEREFORE, the City of Cambridge and the Cambridge Education have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ June 2025.

CAMBRIDGE EDUCATION ASSOCIATION	CAMBRIDGE SCHOOL COMMITTEE	
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Daniel Monahan	Katherine Christo	
President	Executive Secretary	
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	CITY OF CAMBRIDGE	
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	City Manager	
	Approved as to form:	
	Megan B. Bayer City Solicitor	