CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



August 3, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Tentative Agreement between the Cambridge School Committee and the Cambridge Liaisons Invested in Families and Education, AFSCME/AFL-CIO for a successor collective bargaining agreement for the period of September 1, 2021 through August 31, 2024

Recommendation:

That the School Committee ratify and approve the Tentative Agreement between the Cambridge School Committee and the Cambridge Liaisons Invested in Families and Education, AFSCME/AFL-CIO for a successor collective bargaining agreement for the period of September 1, 2021 through August 31, 2024.

Description:

The language of the September 1, 2018 through August 31, 2021 collective bargaining agreement shall continue in the successor collective bargaining agreement except as detailed in the attached tentative agreement. Key changes in the successor collective bargaining agreement are:

- Make contract language gender neutral
- Revise and update Preamble
- Revision of Article 4 to provide for the creation of a Joint Labor Management Working Group on family engagement that will study the effectiveness of a pilot program that will be run during the 2021-2022 school year of having family liaisons, who have agreed to participate in this pilot program, work at schools for forty hours per week as opposed to the current thirty hours per week and to bring forward advisory recommendations to the Superintendent of Schools with respect to the effectiveness and impact of the increase of an additional ten hours per week at the schools participating in this pilot program on the goals of family engagement within individual schools and across the school department and with recommendations on whether the pilot program will be

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ended, extended, modified or adopted for the 2022-2023 school year by no later than January 15, 2022.

- Include a new section Article 5 which provides that all family liaisons are expected to attend up to twenty-five (25) hours of professional development programming offered by the Cambridge Public Schools either prior to or during the course of the school year and will be paid at their hourly rate for attending this professional development programming.
- Revise to Article 8 increasing the work year from 185 to 188 days, revision of use of additional twenty hours each year at the discretion of the family engagement director and the creation of a one-year pilot program during the 2021-2022 school year to study the effectiveness and impact of increasing the number of hours that family liaisons work from thirty hours be week to forty hours per week. The participation of liaisons in this pilot program is voluntary.
- Revise Article 11 to provide that effective September 1, 2021, unit members will be eligible for tuition reimbursement for job related educational courses. The maximum amount of the reimbursement will be \$1,000.00 (one thousand dollars) per individual per contract year. The total reimbursement pool amount shall not exceed \$8,000.00 (eight thousand dollars) per year.
- Increase in the sick leave buy back rate set forth in Article 15
- Addition of Associates and Bachelors lanes to salary schedule charts

The financial cost of the successor collective bargaining agreement is as follows:

FY 22: \$270,123 FY 23: \$22,971

FY 24: \$28,255

Supporting Data:

A copy of the Tentative Agreement between the Cambridge School Committee and the Cambridge Liaisons Invested in Families and Education, AFSCME/AFL-CIO.

Respectfully submitted,

Victoria L. Greer, Ph.D.

Interim Superintendent of Schools

Tentative Agreement between the Cambridge School Committee and the Cambridge Liaisons Invested in Families and Education, AFSCME/AFL-CIO

This tentative agreement is entered into between the Cambridge School Committee (hereinafter "Committee") and the Cambridge Liaisons Invested in Families and Education, AFSCME/AFL-CIO (hereinafter "Family Liaisons") as of May ___, 2021 for a collective bargaining agreement to be effective from September 1, 2021 to August 31, 2024, which shall be a successor collective bargaining agreement to the collective bargaining agreement between the Committee and Family Liaisons for the period of September 1, 2018 to August 31, 2021. This tentative agreement is subject to ratification by both the Family Liaisons and the Committee.

NOW THEREFORE, the School Committee and Family Liaisons agree as follows:

The language of the September 1, 2018 to August 31, 2021 collective bargaining agreement shall continue in the successor collective bargaining agreement except as modified below.

I. Language Proposals

1. Gender Neutral Language

Make contract language throughout successor collective bargaining agreement gender neutral. See attached redline of revisions to collective bargaining agreement at Attachment A.

2. Article 2 Preamble

Revise the current language of the Article 2 to read as follows (changes highlighted in yellow):

We have learned that the parties share a deep commitment to improving student achievement by creating and sustaining connections among families, schools and students. We also learned that we share the belief, based on an extensive body of research, that the engagement of a student's family, in their child's education and school, is one of the important variables that make a school successful. Other important variables are the quality of teachers, the principal and curriculum.

The collective bargaining agreement provides an employment framework for working together to advance the role of families in our schools and school system. We agree to use processes of reasoned discourse and advocacy in resolving problems and issues that will arise as we continue to promote family engagement in Cambridge. We will listen to each other,

share our varied perspectives and try our utmost to turn our best ideas into actions.

Our labor-management relationship will be guided by the following agreed upon principles:

Family engagement that connects families, children, youth, and practitioners at all levels is systemic (incorporating engagement strategies into all systems and services) and intentional (incorporating purposeful and deliberate engagement strategies).

Effective family engagement involves connecting with families, interacting with them as equal partners, and establishing with them strong two-way communications channels.

Meaningful and long-term family engagement can be established only when organizations create a systemic culture of engagement and collaboration. Creating a culture of family engagement involves a primary and on-going focus on engagement rather than a series of isolated or arbitrary efforts.

We enter into this labor-management relationship because we are committed to supporting family engagement in children's education. We believe that a successful family engagement policy supports academic achievement.

3. Article 4 Employee Participation and the Labor Management Relationship

Revise the language of Article 4 to read as follows (changes highlighted in vellow):

To achieve our common goals for family engagement, we must build a framework for greater employee participation within our school system.

There will be regular meetings with the Director of Family Engagemer t and other administrators as appropriate for training or professional development of the employees in the unit, designed to share information, measure our success in attaining our goals and engage in professional development. Participation at staff meetings and training/professional development is expected and will be reviewed upon evaluation. Principals and other administrators will make every effort to support staff availability for these meetings. At least one of the regular meetings between the liaisons and central administration staff shall be dedicated to a forum for discussion on school district goals.

The Families Liaisons and the Cambridge School Committee agree that effective as of the date of the ratification of the tentative agreement by both parties for a successor collective bargaining agreement that there will be a joint labor management working group on family engagement created that shall be cochaired by the Director of Family Engagement and the Family Liaison Chair and shall be comprised of five (5) other members of the family liaisons as determined by the Family Liaisons, and five (5) other administrators consisting of the Assistant Superintendent for Elementary Education and four (4) school principals as determined by the Superintendent of Schools or designee. The joint labor management working group on family engagement shall be advisory to the Superintendent of Schools.

The purpose of this joint labor management working group on family engagement will be to study the effectiveness of a pilot program that will be run during the 2021-2022 school year of having family liaisons, who have agreed to participate in this pilot program, work at schools for forty hours per week as opposed to the current thirty hours per week and to bring forward advisory recommendations to the Superintendent of Schools with respect to the effectiveness and impact of the increase of an additional ten hours per week at the schools participating in this pilot program on the goals of family engagement within individual schools and across the school department and with recommendations on whether the pilot program will be ended, extended, modified or adopted for the 2022-2023 school year by no later than January 15, 2022. The meeting frequency for this working group shall be bi-monthly or at any other frequency as is mutually determined by the Director of Family Engagement in consultation with the Chair of the Family Liaisons, and the meetings of this joint labor management work group on family engagement shall start no later than thirty (30) dates after the ratification of the tentative agreement by both parties for a successor collective bargaining agreement.

This working group shall expire as of January 15, 2022 and shall not continue unless mutually agreed to by the parties.

4. Article 5 Professional Development Pool

Revise name of Article 5 to be "Professional Development."

Letter current three paragraphs of this Article 5 as Section A.

Delete the sentence referring to this as a pilot program in the successor collective bargaining agreement.

Create a new Section B which provides the following:

All family liaisons are expected to attend up to twenty-five (25) hours of professional development programming offered by the Cambridge Public Schools either prior to or during the course of the school year and will be paid at their hourly rate for attending this professional development programming.

5. Article 8 Work Year/Work Day

Revise the language of Article 8 (revisions highlighted in yellow) to read as follows:

A. <u>Full-time employees</u>: The regular work year shall consist of 188 days, as follows:

The school year of 180 days plus the Tuesday, Wednesday and Thursday of the week preceding the start of the school year and five (5) additional days to be worked between the day after the last day of school and the Monday of the week preceding the start of the school year by mutual agreement between the principal and the family liaison with such work under the direction of the principal. Family liaisons will have a thirty minute, duty free lunch period.

B. <u>Part-time employees</u>: The work year for part-time employees is the same as for full-time employees

Revise C and D into a single subsection C which states as follows:

C. In addition to the above time requirements which are included within the regular work year of the employee, each family liaison may be required, at the discretion of management, to work an additional twenty (20) hours each work year at the discretion of the family engagement director and under the direction of the family engagement director to support the Student Registration Center and/or districtwide family engagement activities, including without limitation, during the Kindergarten Registration period, and shall be compensated for such time at the individual's corresponding hourly rate of pay. If additional time for evening Kindergarten Registration is required, the Director of the Student Registration Center or other school department employee as designated by the Superintendent shall arrange for flex-time work schedules at no additional compensation, as has been done in the past. Such work may be scheduled during evenings or on Saturdays during the school year to support parent access to services provided by the Student Registration Center.

Re-Letter E as section D which states as follows:

D. There shall be a pool of forty-five (45) hours each year that may be allocated by the principal at their discretion for each family liaison to be required to perform additional duties as required during peak periods during each calendar year. The allocation of any such hours shall be at the discretion of the principal and the scheduling of any such allocation hours shall be mutually agreed upon by the principal and the individual employee.

Insert a new provision to Article 8 as Section E into the contract which provides as follows:

The Family Liaisons and the Cambridge School Committee agree that there shall be a one-year pilot program during the 2021-2022 school year to study the effectiveness and impact of increasing the number of hours that family liaisons work from thirty hours be week to forty hours per week. The participation of liaisons in this pilot program is voluntary. The parties acknowledge and agree that if a family liaison agrees to participate in this pilot program during the 2021-2022 school year, they will be expected to work an additional ten hours per week in addition to all other hours of work set forth in the collective bargaining agreement between the Family Liaisons and the Cambridge School Committee and also will be expected to provide information with respect to their experience to the Joint Labor Management Working Group on Family Engagement that will be studying the effectiveness and impact of increasing the number of hours that family liaisons work on family engagement within individual schools and across the school department. This pilot program shall expire as of June 30, 2022 and shall not continue unless mutually agreed to by the parties.

8. Article 11 Educational Stipend, Section E

Delete the current Section E in its entirety and insert the following language in its place:

Effective September 1, 2021, unit members will be eligible for tuition reimbursement for job related educational courses. The maximum amount of the reimbursement will be \$1,000.00 (one thousand dollars) per individual per contract year. To be eligible for reimbursement for the course, prior approval by the unit member's supervisor and the Superintendent's designee shall be required and a final course grade of a t least "B-" shall be required unless a course is only offered "Pass/Fail" in which case a "passing" grade shall be required. The total reimbursement pool amount shall not exceed \$8,000.00 (eight thousand dollars) per year.

9. Article 15 Section C. Sick Leave Buy Back

Revise the language of Section C of Article 15 (changes highlighted in yellow) as follows:

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Any member of the unit who retires or the estate of any member who dies during the term of this contract shall be compensated for each day of unused sick leave according to the following schedule:

Rate per Day

1-50 days \$20.00 51-99 days \$30.0

100+ days 50% of per diem rate in the year of retirement or death.

For all members of the unit hired before September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of the unit hired on or after September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 400 (four hundred).

10. Addition of Associates and Bachelors lanes to salary schedule charts

Add an Associates lane of \$750.00 (seven hundred fifty dollars) to the salary schedule.

Add a Bachelors lane of \$1,500.00 (one thousand five hundred dollars) to the salary schedule.

II. Contract Clean Up

- 1. Change dates in successor collective bargaining agreement to be reflective of time period of successor collective bargaining agreement
- 2. Change the title of the family liaisons assigned to work in the Upper Schools shall change from "Community and Family Partnerships Liaison" to "Family Liaison."

It should be noted that the change in title of the Community and Family Partnership Liaisons to Family Liaisons will not constitute a change in any of the responsibilities as set forth in the current job description for the Community and Family Partnership Liaison positions or as directed by the Head of Upper School and/or Assistant Principal.

III. Economic Proposals

On base wages:

September 1, 2021 – 1% January 1, 2022 – 1% September 1, 2022 - 1.5%January 1, 2023 - 1%

September 1, 2023 - 2.5%

This Agreement may be signed electronically or by facsimile, and/or in counterparts. each of which shall be considered an original. The parties hereto agree to comply with all federal, state and local laws, rules, ordinances and regulations. This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts without regard to conflict of law principles, and any actions shall only be brought in the state courts, administrative tribunals or agencies in the Commonwealth of Massachusetts, with both parties waiving any right to request attorneys' fees and costs. If any part of this Agreement is determined by a court, administrative tribunal or agency having jurisdiction thereof, to be invalid, such invalidity shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect during the term of this Agreement. The parties disclaim the creation of any right in any third party whatsoever in this Agreement, and there are no third-party beneficiaries. The parties agree that this Agreement cannot be assigned without the other party's written consent. This Agreement has been negotiated as arm's length and between persons and entities sophisticated and knowledgeable in the matters concerned herein, without any interpretation against any party responsible for drafting any part of this Agreement, which shall be considered drafted by all parties hereto. Paragraph headings are for convenience only and do not affect, limit or modify the content of the provisions of this Agreement. The use of masculine, feminine, or neutral shall not limit the application of any provision of this Agreement, but each gender shall be deemed to include all other gender cases. This Agreement constitutes the entire and complete agreement between the parties hereto with respect to the subject matter herein, and this Agreement may only be amended by written agreement of the parties.

CAMBRIDGE LIAISONS INVESTED FAMILIES AND EDUCATION, AFSCME/AFL-CIO	IN CAMBRIDGE SCHOOL COMMITTEE
Lissa Gallucio	Dosha Beard
Chair	Executive Secretary
6(30) 21 Date	Order Number
	Date

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Louis A. DePasquale City Manager

Approved as to form:

Nancy E. Glowa City Solicitor

Agreement

Between

The Cambridge School Committee

The Cambridge Liaisons Invested in Families & Education, AFSCME/AFL-CIO (LIFE/AFSCME)

September 1, 2018 through August 31, 2021

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AGREEMENT

This agreement is entered into between the Cambridge School Committee and the Cambridge Liaisons Invested in Families & Education, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO. This agreement is for the three-year period beginning September 1, 2018 and ending August 31, 2021.

ARTICLE 1 RECOGNITION

Membership in the unit shall consist of those individuals who have previously been covered under the agreement entitled "Schedule of Salary & Benefits for Family Liaison Employee Group," consisting of Family Liaisons and Community and Family Partnerships Liaisons employed by the Cambridge Public Schools, whether funded from general funds or grant funds, working 20 hours per week or more; and excluding the Bilingual Liaison Coordinators, and all other employees of the Cambridge Public Schools. The membership of this unit shall hereafter be referred to as "family liaisons."

ARTICLE 2 PREAMBLE

We have learned that the parties share a deep commitment to improving student achievement by creating and sustaining connections among families, schools and students. We also learned that we share the belief, based on an extensive body of research, that the engagement of a student's family, in their child's education and school, is one of the important variables that make a school successful. Other important variables are the quality of teachers, the principal and curriculum.

The collective bargaining agreement provides an employment framework for working together to advance the role of families in our schools and school system. We agree to use processes of reasoned discourse and advocacy in resolving problems and issues that will arise as we continue to promote family engagement in Cambridge. We will listen to each other, share our varied perspectives and try our utmost to turn our best ideas into actions.

Our labor-management relationship will be guided by the following agreed upon principles:

- 1. The school system and LIFE/AFSCME believe that student academic achievement is obtained when the families, the school system, and the community at-large work together as partners to promote family engagement.
- 2. Families are their child's first and most important teacher.
- 3. Families' role as teacher does not end when a child begins school.
- 4. Families can be involved in a child's education in many ways, including:

- Parenting, i.e. taking care of their child
- Communicating with the teacher/school
- Volunteering at to-do things for the teacher/school at home or in the school
- Supporting learning at home
- Serving on committees that govern the school
- Working in or with the community to support schools
- 5. We recognize that no one type of family engagement practice is better than another. Therefore, we encourage and support all these types of family engagement and at all grade levels.

We enter into this labor-management relationship because we are committed to supporting family engagement in children's education. We believe that a successful family engagement policy supports academic achievement.

ARTICLE 3 A POLICY OF CIVILITY

It is our common belief that the values which describe our daily interactions at work should be kindness, respect and honesty. Also, we know that there is a link between how we treat each other and how we treat our children and their families. Only when we work together well, can we ensure that our children get the best education possible.

Therefore, it is our agreed upon goal to promote a healthy, positive work community in which every person, regardless of position, has worth.

Together, we endorse a set of principles to begin this labor-management relationship:

- Participation by all levels of employees can create the workplace culture we seek.
- We recognize that unions represent an important integrating factor in civil society.
- We are committed to a non-legalistic relationship, and we will develop a problem-solving process that embodies our values.
- We believe in the use of transition periods, to face change and begin new projects on the right foot.
- We believe in mediation to find solutions to complex problems and conflicts.
- We believe in information sharing and in joint learning.
- We believe in learning for individuals, for groups, for all adults at work. We
 want to promote learning, because we know that our overall success is
 connected to how much we know, how much we understand, and how much
 we can do with this knowledge.

• We are committed to a model of labor-management relations centered around a social dialogue with respect to issues and concerns.

These provisions are non-grievable and non-arbitrable.

ARTICLE 4 EMPLOYEE PARTICIPATION AND THE LABOR-MANAGEMENT RELATIONSHIP

To achieve our common goals for family engagement, we must build a framework for greater employee participation within our school system.

There will be monthly staff meetings with the Family Resource Center and other administrators as appropriate for training or professional development of the employees in the unit, designed to share information, measure our success in attaining our goals and engage in professional development. Participation at staff meetings and training/professional development is expected and will be reviewed upon evaluation. Principals and other administrators will make every effort to support staff availability for these meetings. At least one of the monthly meetings between the liaisons and central administration staff shall be dedicated to a forum for discussion on school district goals.

In addition, there will be a joint labor-management council comprised of three (3) management representatives and three (3) employee representatives of the union. The council will meet as needed, at the request of either party, but no less than twice a year. This council is intended to be a forum for discussions that have a significant impact on family involvement policies or of policies that affect staff. Through this joint body the parties seek to promote communication and consensus building between the management leaders and staff involved in Family Liaisons consensus.

It is the intent that policy recommendations developed by the joint council, or by others, will be presented to all employees in the unit with opportunities for discussion and comments.

Joint Labor/Management Committee on Work, Hours and Changing Role of Family Liaisons in Relation to Family Engagement

The parties will create a joint labor/management committee, consisting of members of the union as designated by the union, school administration as designated by the Superintendent, including but not limited to, the Chief Planning Officer, Welcoming Schools Coordinator and a principal, and members of the School Committee as designate by the School Committee to explore the work, hours and changing role of the family liaisons in relation to family engagement. The work of this joint labor/management committee shall commence no later than sixty (60) days after ratification of this tentative agreement by both parties and shall conclude its work and make recommendations to the Superintendent of Schools by no later than June 30, 2021.

ARTICLE 5 PROFESSIONAL DEVELOPMENT POOL

The following shall be a pilot program that will be effective September 1, 2018 through August 31, 2021. This provision will only be extended by mutual agreement of the parties; and if agreement is not reached, then this provision shall become null and void on August 31, 2021, notwithstanding the status of negotiations for any successor agreement.

There will be a professional development pool created by the Cambridge Liaisons Invested in Families & Education (AFSCME/AFL-CIO (LIFE/AFSCME). Such professional development pool shall be administered exclusively by the Cambridge Liaisons Invested in Families & Education (AFSCME/AFL-CIO (LIFE/AFSCME) in accordance with all applicable federal and state laws. The employer agrees to contribute \$100.00 (one hundred dollars) per member per year to this professional development pool.

The parties agree that the Cambridge Public Schools, through its Superintendent of Schools or designee and Chief Operating Officer or designee, will be able to provide input into the training topics that the Cambridge Liaisons Invested in Families & Education (AFSCME/AFL-CIO (LIFE/AFSCME) expend funds for from the professional development pool to offer to its members.

ARTICLE 6 INDIVIDUAL PROBLEM SOLVING

A. General

We acknowledge that individual workplace problems will sometimes arise and that a fair and constructive approach should be established to address such matters quickly. We agree that the following principles apply:

- Consensus building is often the most effective approach to problem solving.
- Open communication is essential to achieving consensus in problem resolution.
- Individuals serving in the problem resolution process must be skilled and trained to be most effective.
- Participants in the problem resolution process will respect the privacy of the individual involved and will treat the issues in a confidential manner.
- The process of problem resolution is intended to be flexible and should encourage the use of all resources appropriate to the specific issues.
- The structure should encourage employees to seek resolution of individual work-related problems.

- The process outlined in the following problem resolution procedure may be modified by mutual agreement of the problem-solvers for a specific situation because of extraordinary circumstances.
- When agreement is reached in resolving a workplace problem, any corrective actions required will be taken promptly.
- The individual employee whose problem is being reviewed shall be given an opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem.

The parties agree that the processes and procedures described in this section do not limit management's rights to take disciplinary action relative to any employee covered by this agreement.

B. <u>Employee-Supervisor Discussions</u>

In the event an employee covered by the collective bargaining agreement experiences a problem in the workplace, every effort should be made to address and resolve the matter through direct and forthright communication between the affected employee and the principal of the school or other immediate supervisor and/or other appropriate management personnel.

C. In the event the employee and the principal of the school and/or other appropriate management personnel are not able to resolve the problem, the unresolved individual problem will be referred promptly to the Chief Operating Officer.

D. <u>Mediation to Final Conclusion (Med/Arb)</u>

If the problem remains unresolved after involvement of the Chief Operating Officer, the Union or the School Department may request the assistance of a mediator acceptable to both parties.

It is agreed that the parties will mutually agree to a short list of mediators to be utilized in the event a neutral is needed.

The mediator may make recommendations for the resolution of the problem and, if agreement is still not reached, the mediator will make the final decision. The mediator shall have no power to add to, subtract from, or modify any of the terms and conditions of this Agreement.

The fees and expenses for the mediator shall be equally shared by the parties, but each party shall bear its own expenses for the presentation of its case.

The parties will work closely with the mediator in this process and all reasonable resources will be made available.

ARTICLE 7 SCHOOL COMMITTEE/MANAGEMENT RIGHTS

Nothing in this agreement shall be deemed to derogate from or repeal any power, right or duty heretofore possessed by the School Committee or its agents, or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this contract. The School Committee is a public body established under the statutes of the Commonwealth of Massachusetts and has final responsibility for establishing the policies of the public schools for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Association by specific provisions of this Agreement.

Among such responsibilities as are vested in Management are the following: the right to hire, promote, transfer, assign, schedule and retain employees in positions, and to suspend, demote, discharge or take disciplinary action against employees in accordance with the provisions of this Agreement, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Cambridge Public Schools in situations of emergency.

ARTICLE 8 WORK YEAR/WORK DAY

Effective upon ratification of this agreement, the work period for family liaisons shall be as follows:

- A. <u>Full-time employees</u>: The regular work year shall consist of 185 days, as follows:
 - 1. The school year of 180 days plus an additional three (3) days between September 1 and June 30 of each year. With the approval of the Principal or other immediate supervisor, the additional three (3) days may be scheduled after June 30. The work day is eight (8) hours per day.

An additional two (2) full days (or the equivalent of sixteen (16) hours) shall be worked at the school under the direction of the principal during the two weeks immediately prior to the opening of school. Any additional summer hours worked between August 1st and August 15th prior to the opening for school under the direction of the principal may be credited towards this sixteen (16) hour requirement.

- B. <u>Part-time employees</u>: The work year for part-time employees is the same as for full-time employees. The number of hours in the workday shall be pro-rata based on an eight (8) hour workday (e.g., 0.50 FTE parent workers shall have a workday of four (4) hours).
- C. In addition to the above time requirements which are included within the regular work year of the employee, each family liaison shall be required, at the discretion of management, to work an additional ten (10) hours each year during the Kindergarten Registration period, and shall be compensated for such time at the individual's corresponding hourly rate of pay. If additional time for evening Kindergarten Registration is required, the Director of the Family Resource Center or other school department employee as designated by the Superintendent shall arrange for flex-time work schedules at no additional compensation, as has been done in the past.
- D. In addition to the above, each family liaison may be required, at the discretion of the employer, to work an additional ten (10) hours per year for work related to student registration, or for other activities directed by the Family Resource Center. Individuals shall be compensated for such time at the individual's hourly rate of pay. Such work may be scheduled during evenings or on Saturdays during the school year to support parent access to services provided by the Family Resource Center.
- E. Effective September 1, 2016, there shall be a pool of forty-five (45) hours each year that may be allocated by the principal at theirhis/her discretion for each family liaison to be required to perform additional duties as required during peak periods. The allocation of any such hours shall be at the discretion of the principal and the scheduling of any such allocation hours shall be mutually agreed upon by the principal and the individual employee. During the first year that this provision is in effect, the time period within which the pool of forty-five (45) hours may be allocated by the principal at theirhis/her discretion shall be during the period of September 1, 2016 through June 30, 2017 and in each year thereafter, the time period within which the pool of forty-five (45) hours may be allocated by the principal at theirhis/her discretion shall be during the period of August 15 and June 30 of each school year.

<u>ARTICLE 9</u> <u>HIRING, TRANSFER AND TERMINATION</u>

- A. Incumbents in the employee category of family liaison shall, as of July 29, 1992, be grandfathered to their respective positions until voluntarily vacated or funding is discontinued.
- B. All vacancies for positions covered by this agreement, which the School Department determines to fill, shall be posted as vacancies for a minimum of ten

- calendar days. The qualifications and requirements for vacant positions shall be determined by the Superintendent or his/her designee.
- C. Members of the bargaining unit who apply for transfer to a vacant position covered by this agreement shall have the right to be interviewed for such position, provided they meet the qualifications for the position. The selection of individuals for positions shall be at the discretion of the Superintendent or his/her designee.
- D. All new hires within this bargaining unit shall be placed at step one (1) of the salary schedule. For part-time employees, the salary schedule shall be calculated pro-rata based on the full-time salary schedule.
- E. Individuals employed as temporary family liaisons shall, after sixty (60) consecutive days of such employment, be considered members of this bargaining unit, and shall be eligible for the salary and benefits under this agreement. If an individual is temporarily filling a position held by another member of the unit on leave of absence, the employment of the temporary employee shall end when the individual on leave of absence returns to work.
- F. Members of this unit who are displaced from their positions as the result of loss of funding or budget reductions, shall have the right to be interviewed for any vacant position covered by this agreement, provided they meet the qualifications for the position. In filling such vacancies, the employer agrees to give due consideration to the experience, qualifications and previous contributions of members of the bargaining unit who may apply. The selection of individuals for positions shall be at the discretion of the Superintendent or his/her designee.

ARTICLE 10 SALARY SCHEDULES

A.

A.			
	9/1/2018	9/1/2019	9/1/2020
	2.5%	2.5%	2.5%
Eight (8)	hours/day		
Step 1	49,348.15	50,581.85	51,846.40
Step 2	51,558.47	52,847.43	54,168.62
Step 3	53,948.40	55,297.11	56,679.54
Step 4	56,342.79	57,751.36	59,195.15
Step 5	59,213.68	60,694.02	62,211.37
Six (6) h	ours/day		
Step 1	37,011.11	37,936.39	38,884.80
Step 2	38,668.85	39,635.58	40,626.47
Step 3	40,461.30	41,472.83	42,509.65
Step 4	42,257.09	43,313.52	44,396.36
Step 5	44,410.26	45,520.51	46,658.53
Four (4)	hours/day		
Step 1	24,674.07	25,290.93	25,923.20
Step 2	25,779.24	26,423.72	27,084.31
Step 2	26,974.20	27,648.56	28,339.77
Step 4	28,171.40	28,875.68	29,597.57
Step 5	29,606.84	30,347.01	31,105.68

- With no increase on any other economic items in the collective bargaining agreement.
- B. Individuals who work fewer hours than the salary schedule for their position, shall be paid a pro-rata salary based on the salary schedule for their position.
- C. To be eligible for an annual step increase, an individual must have worked a minimum of 110 days of the previous school year.
- D. Salaries will be paid semi-monthly over a twelve (12) month period.
- E. Effective June 30, 2018 all unit members will be required to have direct deposit and will receive direct deposit paycheck notifications only via their school district email account. Any unit members hired prior to June 30, 2018 who do not have direct deposit as of June 30, 2018 will be exempt from this requirement.

ARTICLE 11 EDUCATIONAL STIPEND

- A. Family liaisons are eligible to receive an educational stipend of one hundred dollars (\$100.00) for each successfully completed unit of staff training, up to a maximum of twelve (12) units, or one thousand two hundred dollars (\$1,200.00). The stipend shall be paid annually.
- B. A unit of staff training may consist of any of the following:
 - 1. One (1) college, junior college or community college level course with a minimum twenty (20) hour requirement.
 - 2. Two (2) internal courses or workshops offered by the School Department after regular working hours, each containing a minimum of ten (10) hours. This shall include courses offered by evening school or on-line courses.
 - 3. External courses or workshops offered after working hours which, combined, total twenty (20) hours.
 - 4. Accumulation of forty (40) Professional Development Points (PDPs) which have been certified and submitted to the Personnel Department.
- C. All courses must be work-related and must be pre-approved by the Manager of Personnel. To obtain pre-approval for college or university courses, an "Application for Approval of Proposed Activities for Professional Improvement" form must be obtained from the Office of Human Resources, completed and submitted to the Office of Human Resources at least ten (10) days prior to beginning the college or university course. Pre-approval is not required for other courses or workshops. Upon completion of an approved college or university course or other courses or workshops all documentation (including transcript, certification or other evidence of satisfactory completion of the course or

workshop and documentation of payment for said course or workshop) shall be provided to the Office of Human Resources to support eligibility for the educational stipend. The deadline for submission of this documentation is October 31st as set forth below in section D of this Article. No credit will be given for courses offered or required during regular working hours, or for courses taken when the employer is compensating the individual for the time required to take the course.

- D. Payment of the education stipend shall be made once annually in December of each year based on documentation of successfully completed units as of October 31 of the same year.
- E. Effective September 1, 2012, unit members will be eligible for tuition reimbursement for job related educational courses taken at an accredited two year or accredited four-year college or university. The maximum amount of the reimbursement will be \$250.00 (two hundred and fifty dollars) per individual per contract year. To be eligible for reimbursement for the course, prior approval by the unit member's supervisor and the Superintendent's designee shall be required and a final course grade of at least "B-"shall be required unless a course is only offered "Pass/Fail" in which case a "passing" grade shall be required. The total tuition reimbursement amount shall not exceed \$2,500.00 (two thousand five hundred dollars) per year.

ARTICLE 12 LONGEVITY

Longevity is paid annually in November. Longevity amounts for eligible employees are as follows:

Years of Service	
in School Department	<u>Amount</u>
5 years	\$300.00
10 years	\$400.00
15 years	\$550.00

Eligible employees are those individuals who were employed as Family Coordinators or Family Liaisons as of July 29, 1992. Any individual newly hired or transferred into this employee category after such date is not eligible for longevity.

ARTICLE 13 SUPPLIES AND TRANSPORTATION

A. Each family liaison may be reimbursed from the school budget for up to \$200 each school year for the cost of supplies and other expendable items directly related to family engagement activities. Effective September 1, 2012 the

reimbursement amount of \$200.00 will be paid without receipts in the first year of the collective bargaining agreement by no later than June 15, 2013. In exchange for the elimination of this provision in its entirety in the second year of the collective bargaining agreement, \$300.00 will be added to the base salary effective September 1, 2013.

- B. Members of this unit whose normal work activity regularly requires travel between schools, or, to sites other than their established work site, using their own car, are eligible to be reimbursed for mileage at the rate of \$.32 per mile. Mileage does not apply to transportation between the employee's home and place of work.
- C. The School Department shall reimburse each member of the bargaining unit who works at least twenty (20) hours per week, who purchases one, up to sixty-five percent (65%) of the cost of a "T" pass, up to a maximum of sixty dollars (\$60.00) per month.

ARTICLE 14 HEALTH INSURANCE, LIFE INSURANCE, DENTAL INSURANCE

A. <u>Health Insurance</u>

The following medical insurance plans are offered:

1. HMO Insurance offerings: Employees may participate in Healthflex Blue (a BC/BS HMO plan product), Harvard Community Health Plan, or other plans available to City employees. The City will pay eighty-eight percent (88%) of the premium for all HMO plans offered by the City and the employee will pay the remainder.

Effective April 1, 2013, the health insurance contribution rate for all employees hired after April 1, 2013 shall increase to 25%, in exchange for \$200.00 (two hundred dollars) being added to the base salary on April 1, 2013*, a bonus of \$200.00 (two hundred dollars) on September 1, 2013, and \$200.00 (two hundred dollars) being added to the base salary on January 1, 2014. Additionally, effective September 1, 2016, the health insurance contribution rate for all employees hired before April 1, 2013 shall increase to 15% in exchange for 1% being added to the base salary on September 1, 2016.

- 2. Indemnity Medical Insurance Offering: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety-nine percent (99%) of the premium of that plan.
- 3. Starting September 1, 2017, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,800.00 (one thousand eight hundred dollars) payable on a monthly basis at the rate of \$150.00 (one hundred fifty dollars) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge.

Employees who lose the alternative health insurance through no fault of their own (e.g., spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting conditions limitations. Employees can elect coverage during open enrollment periods.

Employee health insurance premium contributions will be made on a pretax basis, in accordance with applicable law.

B. <u>Life Insurance Group Plan</u>

The employer shall pay seventy-five percent (75%) of the cost of the Basic City Life Insurance Plan.

C. Dental/Vision Plan

If and when the trustees of the existing dental plan request the City for additional money to fund the Health and Welfare Fund, the employer will contribute up to \$13 per week per employee to the City Health & Welfare Trust Fund. Should the trustees of said fund inform the employer and the Union that the fund requires additional payments; the cost of these payments above \$13.00 (thirteen dollars) per week per member shall be shared on a fifty percent (50%) basis between the employer and the employee.

ARTICLE 15 SICK LEAVE, SICK LEAVE BANK, SICK LEAVE BUY-BACK

A. Sick Leave

Each member of the bargaining unit shall be entitled to the following sick leave:

Twelve (12) sick days per year for 10 month position

Fifteen (15) days per year for 11 and 12 month position

Sick leave is credited to the employee at the beginning of each school year. For new hires after the start of the school year, sick leave is credited pro-rata based on the date of hire. In the event of termination of employment during a school year, sick leave time shall be pro-rated. Sick leave is cumulative without limitation.

B. Sick Leave Bank

A Sick Leave Bank for family liaisons shall be established as follows:

- 1. The employer shall contribute 10 days to the Bank on September 1 of each year.
- 2. Each member of the unit will contribute one (1) sick day, pro-rata for less than full-time employees, on September 1 of each year.
- 3. The balance of unused days in the Bank shall carry over from year to year except that if the balance as of August 31 of any year is greater than 75 days, no contribution shall be made by either the employer or the employees.
- 4. A Sick Leave Bank Committee consisting of two members of the unit and one representative designated by the Superintendent shall administer the Sick Leave Bank.
- 5. Any one individual may apply for up to 20 days from the Bank. If additional days are needed, a re-application is required with appropriate medical documentation, up to a maximum of ten (10) additional days.

C. <u>Sick Leave Buy Back</u>

Any member of the unit who retires or the estate of any member who dies during the term of this contract shall be compensated for each day of unused sick leave according to the following schedule:

	Rate per Day
1-50 days	\$16.50
51-99 days	\$26.38
100+ days	50% of per diem rate in the year of retirement or death.

For all members of the unit hired before September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of the unit hired on or after September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 400 (four hundred).

D. 403B Plan

The Committee agrees to implement the use of a 403B plan in accordance with IRS regulations so that all members of the unit would make a one-time transfer of

sick leave buyback monies at the time of retirement to a 403B plan to reduce tax liability in accordance with IRS regulations.

E. The Superintendent, Principal or designee may require medical or other relevant documentation, including without limitation, a doctor's note, for day(s) absent preceding or following a school vacation week, holiday or three-day weekend.

ARTICLE 16 TEMPORARY LEAVES OF ABSENCES

A. <u>Personal Leave</u>

Three (3) days leave of absence for the purpose of transacting or attending to personal affairs and situations over which the applicant has no control. The last two (2) days of such leave are deducted from sick leave.

No personal days may be taken on the day before or the day after a holiday or school vacation period.

When the request for personal leave under this section would also constitute a qualifying reason for leave under the Massachusetts Small Necessities Leave Act, such leave will be designated as Small Necessities Leave. If such leave qualifies as Small Necessities Leave, the School Committee will not prohibit the use of leave on the day before or the day after a holiday or school vacation period.

B. Bereavement Leave

Up to five (5) consecutive work days when leave is occasioned by death of a relative who resided in the home of the employee or when such absence is occasioned by the death of a parent, child, spouse, parent-in-law, sister or brother whose place of residence was other than in the home of the employee.

One (1) day when leave is occasioned by the death of a grandparent, grandchild, nephew, niece, aunt, uncle, son-in-law, daughter-in-law, brother-in-law or sister-in-law whose place of residence was other than in the home of the employee.

C. Family and Medical Leave Act and Small Necessities Leave Act.

Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise theirhis or her rights to take family medical leave pursuant to the Family and Medical Leave Act of 1993, the Massachusetts Parental Leave Act (MPLA) or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act.

ARTICLE 17 RETIREMENT

Members of the bargaining unit are eligible members of the City of Cambridge Retirement System, upon acceptance by the Retirement Board.

ARTICLE 18 EVALUATION

Annual evaluations shall be conducted by the appropriate school or program administrator, as determined by the Superintendent.

ARTICLE 19 ANNUITY PLAN

Family liaisons will be eligible to participate in a "tax-sheltered" annuity plan established in accordance with applicable laws and IRS regulations. The City Treasurer and the School Department will set up guidelines to establish only one annual enrollment period with a fixed renewal date. Employee contributions (payroll deductions) will be in the same amount from each check in round amounts (i.e., no part of a dollar).

ARTICLE 20 FACILITIES USE

Members of the unit shall have access to school facilities for Family/Student-related activities, subject to the standard facilities-usage permit regulations of the School Department, including approval by the school Principal and the Facilities Office. There shall be no User Fee or Rental Fee charged for such use, but custodial and/or security detail fees may be required.

ARTICLE 21 AGENCY FEE

The Employer agrees to require payment of an Agency Fee. This will be a condition of employment pursuant to the Agency Service Fee provisions of M.G.L. Chapter 150E, Section 12. The Union agrees to indemnify and save the School Committee harmless for any action it may take pursuant to this provision, including any claims made against it by any employee or group of employees.

ARTICLE 22 LEGAL VALIDITY

If any provisions of the Agreement or any application of the Agreement to any employee, or group of employees, shall be found to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent

permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

ARTICLE 23 DURATION

A. <u>Effective Date</u>

Upon signing by authorized representatives of the Association and the employer, this Agreement will become effective as of September 1, 2018 for a period of three (3) years ending August 31, 2021.

B. Renewal

The parties agree that either party may notify the other by December 31 of the final year of this Agreement of their intent to negotiate a successor agreement, and negotiations for such an agreement shall begin by the following January 31. Otherwise, the Agreement will remain in full force and effect from year to year.

This Agreement is entered into this 5th day of June 2018.

FOR THE CAMBRIDGE SCHOOL COMMITTEE

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Executive Secretary		,	
Cambridge School Committee			* * ;
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Superintendent of Schools			
Claire Spinner			
Chief Financial Officer			
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FOR THE CAMBRIDGE LIAISONS INVESTE	D IN FAMILI	ES AND EDU	CATION
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