



June 15, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval Of Agreement Between The City Of Cambridge And The Cambridge Education Association Regarding Moving Of School Staff, Including Classroom Teachers, From The Tobin Montessori School And Vassal Lane Upper School To The Longfellow And Kennedy Longfellow Buildings For The Upcoming School Year

Recommendation: That the School Committee approve the Agreement between the City of Cambridge and the Cambridge Education Association regarding the moving of school staff, including classroom teachers, from the Tobin Montessori School and Vassal Lane Upper School to the Longfellow and Kennedy Longfellow Buildings for the upcoming 2021-2022 school year.

Description: This Agreement addresses a resolution of issues with the Cambridge Education Association regarding the moving of classroom staff from the Tobin Montessori School and Vassal Lane Upper School to the Longfellow and Kennedy Longfellow Buildings for the upcoming 2021-2022 school year.

Supporting Data: Attached Agreement between the City of Cambridge and the Cambridge Education Association.

Respectfully submitted,

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

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**AGREEMENT BETWEEN THE  
CITY OF CAMBRIDGE 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, from the Tobin Montessori School and Vassal Lane Upper Schools to the Longfellow and Kennedy Longfellow Buildings for upcoming 2021-2022 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 Tobin Montessori School and Vassal Lane Upper Schools to the Longfellow and Kennedy Longfellow Buildings for upcoming 2021-2022 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. Each classroom teacher at the Vassal Lane Upper School and Tobin Montessori Elementary School who has to pack their classroom or office by no later than the close of business on Friday, June 25, 2021 and to set up a new classroom or office prior to the start of the 2021-2022 school year will be paid \$225.00 (two hundred twenty-five dollars), less appropriate federal and state tax withholdings. Crates will be available to members for packing by Monday, June 14, 2021. Crates will be delivered to the relocated classrooms by Monday, August 23, 2021 and teachers will have access from that day on a schedule agreed to by their principal.

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. In addition to the \$225.00 (two hundred twenty-five dollars) payment described above in paragraph one (1), each Classroom teacher who has to pack their classroom or office and set up a new classroom or office will be given one (1) compensatory day.

3. All classroom teachers at the Vassal Lane 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 teachers 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 2021-2022 school year.

4. The Principal and/or Head of Upper School 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 and/or Head of Upper School for resolution.

5. Each member of Unit C at the Vassal Lane Upper School and Tobin Montessori Elementary School, who is authorized by the Principal or Head of Upper School, to work overtime in connection with the moving of school staff for the 2021-2022 school year will be paid overtime in accordance with the requirements of the Fair Labor Standards Act as then in effect.

6. Each building substitute or member of Unit E at the Vassal Lane Upper School and Tobin Montessori Elementary School, who is authorized by the Principal or Head of Upper School to work in excess of their regular schedule in connection with the moving of school staff for the 2021-2022 school year shall not exceed forty (40) hours per week of work time and will be paid for such additional hours in excess of their regular schedule under the maximum of forty (40) hours per week at their hourly rate of pay as set forth in the collective bargaining agreement between the parties as then in effect.

7. All Unit C and Unit E members at the Vassal Lane 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 2021-2022 school year.

8. All Unit D extended term substitutes not returning in September 2021 will paid one additional day for packing their room or work area. Unit D extended term substitutes will be paid one day if they unpack to start the new school year.

9. All CEA members relocating to another building this summer will be afforded the same compensation as Tobin and Vassal Lane staff in the same unit. The Parties further acknowledge and agree that at this time the location of the OSS Special Start Staff and Recovery Specialists moving from the Longfellow building is undetermined.

10. 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.

11. 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.

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

13. 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 this Agreement.


14. 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.

15. 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 Association have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ June 2021.

CAMBRIDGE EDUCATION ASSOCIATION

CITY OF CAMBRIDGE

  
\_\_\_\_\_  
Daniel Monahan  
President

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Louis A. DePasquale  
City Manager

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

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Doshia Beard  
Executive Secretary  
Cambridge School Committee

Approved as to form:

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Nancy E. Glowa  
City Solicitor