

**Agreement between the Cambridge School Committee
and the Cambridge Teachers Association for
The High School Extension Program**

This Agreement is entered into between the Cambridge Teachers Association and the Cambridge School Committee as of the 1st of June 2004.

WHEREAS, the Cambridge Public Schools as part of its mission for meeting the needs of all students seeks to open, starting in the 2004-2005 school year, an educational program for high school students which is designed to meet the individualized needs of students in a personalized environment;

WHEREAS, concerns have arisen regarding staffing and program decisions that will need to be made for the 2004-2005 school year in connection with the plan to issue a Request for Proposals for a service program provider to assist in the operation of The High School Extension Program for the 2004-2005 through 2006-2007 school years and beyond;

WHEREAS, The High School Extension Program will be an educational program open to Cambridge Rindge and Latin School students who determine, in consultation with their parents/guardians and Cambridge Public Schools staff, that The High School Extension Program is an appropriate educational program for them to attend;

WHEREAS, The High School Extension Program will serve between approximately sixty to one hundred fifteen students;

WHEREAS, it is anticipated that there will be no apparent reduction in the number of bargaining unit positions at Cambridge Rindge and Latin School as a result of the opening of The High School Extension Program;

WHEREAS, it is anticipated that there will be no gradual erosion of bargaining unit opportunities at Cambridge Rindge and Latin School as a result of the opening of The High School Extension Program;

WHEREAS, no member of the Cambridge Teachers Association will be laid off as a result of the existence of The High School Extension Program;

WHEREAS, the Cambridge Teachers Association and the Cambridge School Committee have met in an effort to resolve these concerns;

WHEREAS, the Cambridge Teachers Association and the Cambridge School Committee agree that it may have a beneficial effect on students and future staffing and program decisions to operate The High School Extension Program in the Cambridge Public School District;

WHEREAS, the Cambridge Teachers Association and the Cambridge School Committee agree that the acceptance and selection of individuals to be employed at the Cambridge Public Schools High School Extension Program shall not be grievable under the collective bargaining agreement between the Cambridge Teachers Association Units A, B & C and the Cambridge School Committee;

WHEREAS, the Cambridge Teachers Association and the Cambridge School Committee agree that the provisions of this Agreement only pertain to The High School Extension Program in the Cambridge Public School District;

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 Cambridge School Committee and the Cambridge Teachers Association agree that:
 - (i) all full-time teaching positions and part-time teaching positions of twenty hours or more per week at the Cambridge Public Schools High School Extension Program will be posted in accordance with the provisions of Article 12, Section III of the collective bargaining agreement between the Cambridge Teachers Association Units A&B and the Cambridge School Committee as then in effect; and all Unit C clerical positions at the Cambridge Public Schools High School Extension Program will be posted in accordance with the provisions of Article 6(A) of the collective bargaining agreement between the Cambridge Teachers Association Unit C and the Cambridge School Committee as then in effect;
 - (ii) service agreement opportunities and instructor positions (less than twenty hours per week) at the Cambridge Public Schools High School Extension Program will be posted;
 - (iii) all applicants for positions in The High School Extension Program shall receive the following information at the time of their application for a position in The High School Extension Program:
 - (a) the length of the school day and school year;
 - (b) the amount of time required beyond the regular school day;
 - (c) any additional time required during the summer and/or other school vacation periods; and
 - (d) any other duties and obligations beyond those set forth in the collective bargaining agreements between the Cambridge

Teachers Association and the Cambridge School Committee;

- (iv) any part-time employees and/or individuals hired under service agreements or as instructors may be required to attend meetings or engage in other duties and obligations beyond the regular work hours and work day; and
 - (v) dependent on the needs of the student population attending The High School Extension Program, the hours of operation of The High School Extension Program may fluctuate during the course of the school year.
2. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that The High School Extension Program will serve between approximately sixty to one hundred fifteen students, with the goal of serving approximately one hundred students. The parties agree that the number of students will not exceed one hundred fifteen unless both parties agree to a further increase in the number of students served in The High School Extension Program.
 3. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that employees of the Cambridge Public Schools High School Extension Program shall be required to work the full work day/work year as prescribed by the terms of the contract between the Cambridge Public Schools and the service program provider selected by the Cambridge Public School Department to assist in the operation of The High School Extension Program. Further, it is understood and agreed that employees of the Cambridge Public Schools High School Extension Program shall be required to perform and work in accordance with the terms of the contract of the service program provider selected by the Cambridge Public School Department to assist in the operation of The High School Extension Program.
 4. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that consistent with the posting provisions in Article 12, III and service agreement language in the appendix of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Teachers Association Units A&B and past practice of the Cambridge School Committee, the selection and hiring of applicants for full-time or part-time positions, service agreement opportunities and instructor positions at the Cambridge Public Schools High School Extension Program shall not be grievable under the collective bargaining agreement between the Cambridge Teachers Association Units A & B and the Cambridge School Committee. It is further understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that the selection and hiring of applicants for Unit C

clerical positions shall not be grievable under the collective bargaining agreement between the Cambridge Teachers Association Unit C and the Cambridge School Committee.

5. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that The High School Extension Program shall develop an internal resolution process to allow staff members to raise issues, concerns or problems and that this internal resolution process shall be provided to all staff members of The High School Extension Program at the start of each school year. It is further understood and agreed that the grievance process set forth in the collective bargaining agreement between the Cambridge Teachers Association Units A&B and the Cambridge School Committee will not be used to raise any issues, concerns or problems with respect to The High School Extension Program. All disputes not resolved at the school level shall be referred to the Superintendent for resolution. The President of the Cambridge Teachers Association may consult with the Superintendent regarding the dispute. The decision of the Superintendent shall be final.
6. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that full-time and part-time (twenty hours or more per week) teachers and Unit C positions at the Cambridge Public Schools High School Extension Program that fall under the jurisdiction of the Cambridge Teachers Association collective bargaining agreements will be members of the appropriate Cambridge Teachers Association bargaining unit. These employees shall accrue seniority in the system and shall receive, at a minimum, the salary and benefits established in the applicable Cambridge Teachers Association collective bargaining agreements as then in effect.
7. It is understood and agreed that full-time and part-time (twenty hours or more per week) teachers and Unit C positions at the Cambridge Public Schools High School Extension Program who fall under the jurisdiction of the Cambridge Teachers Association and who are assigned to work at the Cambridge Public Schools High School Extension Program, may not seek modification of the term of the assignment until the expiration of the school year in which the assignment was made. In other words, if an assignment to The High School Extension Program is approved for one school year, the employee may not seek a reassignment back to another school within the Cambridge Public Schools until the expiration of the term of that one school year.
8. It is understood and agreed that all service agreements and instructor positions (less than twenty hours per week) at The High School Extension Program shall not be positions that fall under the jurisdiction of the Cambridge Teachers Association collective bargaining agreements and

individuals employed in these positions will not be members of Cambridge Teachers Association bargaining units. It is further understood and agreed that individuals employed in these positions at The High School Extension Program shall not accrue seniority in the school system and that these individuals may be employees of the service program provider selected by the Cambridge Public Schools to assist in the operation of the Cambridge Public Schools High School Extension Program.

9. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that the Cambridge Public Schools High School Extension Program and its school-based administrator will have greatly increased decision-making authority, including that all Cambridge Teachers Association Units A, B & C positions at The High School Extension Program are exempt from all Union and School Committee work rules. No provisions of this Agreement shall prevent the Cambridge Public Schools High School Extension Program and its school-based administrator from making changes to its programs and schedules during the course of the school year based on the needs of the student population attending The High School Extension Program.
10. It is understood and agreed between the Cambridge Teachers Association and the Cambridge School Committee that this agreement will be effective through the term of the contract between the Cambridge Public Schools and the service program provider selected by the Cambridge Public School Department to assist in the operation of The High School Extension Program. It is further understood and agreed that this agreement may be extended by mutual agreement of the parties. Although both parties agree that programs such as The High School Extension Program require flexible operating schedules and exemptions from work rules, notwithstanding this provision, the President of the Cambridge Teachers Association may consult with the Superintendent or designee regarding The High School Extension Program.

WHEREFORE, the Association and the Committee have caused this Agreement to be executed by their duly authorized representative as of the date set forth above.

CAMBRIDGE SCHOOL COMMITTEE CAMBRIDGE TEACHERS ASSOCIATION

Thomas Fowler-Fris Paul Thorne

SCHOOL COMMITTEE

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RICHARD HARDING, JR.

--IN SCHOOL COMMITTEE--

June 1, 2004

ORDERED:

That Superintendent's Recommendation #04-077, Approval of Agreement between the Cambridge School Committee and the Cambridge Teachers Association for the High School Extension Program, be approved as follows: that the School Committee approve the Superintendent's recommendation relative to the agreement with the Cambridge Teachers Association for The High School Extension Program as detailed.

A true copy:

Attest:



Marilyn Y. Bradshaw

Executive Secretary to the School Committee

cc: Superintendent

M. MacFarlane, Esq.