Amendment to Agreement between the Cambridge School Committee and the Cambridge Educators Association Units A, B & E for Montessori Program at the Tobin School

This Amendment to the Agreement between the Cambridge School Committee and the Cambridge Educators Association for Units A, B & E for a Montessori Program at the Tobin School is entered into between the Cambridge Educators Association and the Cambridge School Committee as of the ________ of June 2017 and constitutes an amendment to the applicable collective bargaining agreements for Units A, B & E to the extent provided herein.

WHEREAS, the Association and the Committee are parties to an Agreement between the Cambridge Teachers Association Units A, B & E and the Cambridge School Committee with respect to the Montessori Program at the Tobin School dated June 27, 2006 ("Agreement");

WHEREAS, the Association and the Committee are also parties to a side letter regarding this Agreement dated June 22, 2010;

WHEREAS, the implementation of the Montessori program at the Tobin School has evolved and been refined in the years since it was first implemented;

WHEREAS, the parties wish to further amend the terms and conditions of the Agreement with the terms and conditions set forth below;

WHEREAS, the Association and the Committee agree that the provisions of this Agreement will only pertain to the Tobin School in the Cambridge Public Schools;

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 Committee and the Association agree that with respect to Montessori teaching opportunities that:
 - (i) Individuals that are selected and hired for Montessori teaching positions must commit to full participation in and successful completion of the required professional development to obtain credentials as a Montessori educator at an accredited Montessori training center unless such individual already possesses such credentials. Should an individual hired for a Montessori teaching position not already possess such credentials, the school district will pay for the tuition costs for the required professional development to obtain credentials as a Montessori educator at an accredited Montessori training center as determined by the school district. The Association acknowledges and agrees that such professional development may include participation in multiple week summer institutes, participation in a practicum phase during the individual's first year and/or second of employment and participation in weekend and/or

evening seminars during the first and/or second year of employment. The Association further acknowledges and agrees that the individual's successful participation in and completion of this professional development within the first and second years of employment, including but not limited to summers, weekend and/or evening professional development programming, is required to obtain credentials as a Montessori educator and that obtaining Montessori credentials will be required for all teaching positions. It is further acknowledged and agreed by the Association that the time spent participating in the required professional development to obtain credentials as a Montessori educator training shall not be considered a violation of the applicable provisions of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. More specifically, the Association acknowledges and agrees that the time spent in participating in and successfully completing the required professional development to obtain credentials as a Montessori educator shall not be counted as part of the pool of thirty-five (35) hours per year for school curricular/staff development, scheduled tutoring services or parent conference services under the provisions of Article 5-B-3 and shall not be counted as part of the mandatory staff development or training hours set forth in Article 5-B-5 of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect, and that individuals participating in and completing such training shall not be paid at the workshop rate set forth in the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect.

- (ii) The Association acknowledges and agrees that individuals must obtain credentials as a Montessori educator in order to continue to be assigned to teach in the Montessori program at the Tobin School, and that the maintenance of Montessori educator credentials is in addition to the individual continuing to maintain appropriate teacher licensure and certification in accordance with the requirements of the Massachusetts Department of Education and the provisions of the federal Every Student Succeeds Act of 2015.
- (iii) Individuals selected and hired for Montessori teaching positions who do not already possess Montessori credentials must indicate their willingness to fulfill a two-year commitment to the Montessori program at the Tobin School after obtaining their credentials. Notwithstanding the foregoing, it is understood and agreed that the assignment of an individual participating in the Montessori program at the Tobin School shall be at the sole discretion of the Superintendent of Schools and may be changed during the year if, in the discretion of the Superintendent of Schools, a change is

in the best interest of the individual, the Montessori program at the Tobin School, the student population or the school district, and it is further understood and agreed that notwithstanding an individual's willingness to make a two year commitment to the Montessori program at the Tobin School that no individual is guaranteed a position as a teacher in the Montessori program for that entire time period or in any other teaching position in the Cambridge Public Schools except in accordance with the provisions of M.G.L.c. 71, §41.

- The Committee and the Association agree that with respect to Montessori 2. paraprofessional opportunities that individuals that are selected and hired for Montessori paraprofessional positions must commit to full participation in and successful completion of the required Montessori professional development at an accredited Montessori training center unless such individual already possesses such credentials or training is offered within the school district. Should an individual hired for a Montessori paraprofessional position not already possess such credentials, the school district will pay for the tuition costs for the required professional develop to obtain credentials as a Montessori paraprofessional at an accredited Montessori training center as determined by the school district. The Association further acknowledges and agrees that the individual's participation in such training shall be considered voluntary. The Association further acknowledges and agrees that such professional development may include participating in multiple week summer institutes, participating in a practicum phase during the individual's first and/or second years of employment, and/or participation in weekend and/or evening seminars during the first and/or second year of employment. The Association further acknowledges and agrees that the individual's successful participation and completion of this professional development within the first and/or second years of employment, including but not limited to summers, weekend and/or evening professional development programming, is required to obtain credentials as a Montessori paraprofessional and that obtaining Montessori credentials will be required for all paraprofessional positions. Accordingly, such training shall not be considered a violation of the applicable provisions of the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee as then in effect. More specifically, the Association acknowledges and agrees that the time spent in participating in and successfully completing the required professional development to obtain credentials as a Montessori paraprofessional shall not be counted as part of the pool of thirty-five (35) hours per year for school curricular/staff development, scheduled tutoring services or parent conference services under the provisions of Article 6-B-3 and shall not be counted as part of the mandatory staff development or training hours set forth in Article 6-B-4 of the collective bargaining agreement between the Cambridge Teachers Association Unit E and the Cambridge School Committee as then in effect, and that individuals participating in such training will not be paid at the hourly participant workshop rate set forth in the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee as then in effect.
- 3. It is understood and agreed that the Children's House the Montessori classrooms at the Tobin School will include children ages three to six and that the model includes a maximum of twenty-four (24) students in a classroom and that such early childhood classrooms at said class size will continue in each successive year that the Montessori program

continues in operation at the Tobin School. It is further understood and agreed that the early childhood classroom will be designed to include up to eight (8) three year old children in each early childhood classroom and that such children will be attending their primary classroom half-time (the first three hours of each school day). It is further understood and agreed that there will be a full-time paraprofessional assigned to each of the classrooms in the Children's House. The parties acknowledge that the school district may, in its discretion, determine to hire additional staff to support programming for the three year olds that remain at the school for the remainder of the school day. The Association acknowledges and agrees that the class size for the early childhood classrooms shall not be considered to be a violation of Article 6, Section 1 of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect.

- 4. It is further understood and agreed by the parties that there will be a full time paraprofessional in each classroom in the Montessori program at the Tobin School and that the class sizes will be as follows:
 - Children's House (ages three to six) grades pre-kindergarten to kindergarten Each classroom 24 students total, approximately 8 students per grade level when possible.
 - Lower Elementary (ages six to nine) grades 1 through 3

 Each classroom 24 students total, approximately 8 students per grade level when possible.
 - Upper Elementary (ages nine to eleven) grades 4 and 5
 Each classroom 24 students total, approximately12 students per grade level when possible.
- 5. It is further understood and agreed by the parties that this Agreement only pertains to the Montessori program at the Tobin School. The Association and the Committee agree that the impact of the implementation of a Montessori program at any other school in the Cambridge Public Schools would have to be bargained between and among the Association and the Committee.

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 EDUCATION ASSOCATION

Order No.

C17-218

Date:

7-25-17