

**Agreement between the Cambridge School Committee
and the Cambridge Educators Association Units A, B, C, D & E for
Expanded Learning Time Programs
at the King School and Fletcher-Maynard Academy**

This Agreement is entered into between the Cambridge Educator Association ("Association") and the Cambridge School Committee ("Committee") as of the 30th of April 2014 and constitutes an agreement by the parties to settle the issues regarding the Expanded Learning Time Programs at the King School and the Fletcher-Maynard Academy with this Agreement. Nothing in this Agreement will prevent the parties from negotiating a successor collective bargaining agreement for each unit that may address any subject of bargaining except issues related to Expanded Learning Time Programs at the King School and the Fletcher-Maynard Academy and this Agreement shall be considered an appendix to such applicable collective bargaining agreements.

WHEREAS, the Cambridge Public Schools as part of its mission for meeting the needs of all students began to offer expanded learning time programs at the King School and the Fletcher-Maynard Academy in the 2006-2007 school year;

WHEREAS, the Cambridge Public Schools continues to offer expanded learning time programs at the King School and the Fletcher-Maynard Academy;

WHEREAS, the Association and the Committee have met in an effort to resolve concerns regarding the implementation of expanded learning time programs at the King School and the Fletcher-Maynard Academy;

WHEREAS, the Association and the Committee agree that upon acceptance of the expanded learning time programs by the King School and the Fletcher Maynard Academy that the provisions of this Agreement will only pertain to the King School and the Fletcher-Maynard Academy 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 Association and the Committee agree that:
 - (i) all expanded learning time opportunities for the King School will initially be posted solely within the King School and all expanded learning time teaching opportunities for the Fletcher-Maynard Academy will initially be posted solely within the Fletcher-Maynard Academy without such limited posting being considered a violation of the posting provisions of Article 12, Section III of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. If any expanded learning time opportunities

for the King School are not filled by applicants from within the King School and/or if any expanded learning time teaching opportunities for the Fletcher-Maynard Academy are not filled by applicants from within the Fletcher-Maynard Academy, then the unfilled expanded learning time teaching opportunities will be posted in accordance with the posting provisions of Article 12, Section III of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect;

- (ii) all applicants for expanded learning time teaching opportunities shall receive the following information at the time of their application for selection and participation in the expanded learning time program at either the King School and/or Fletcher-Maynard Academy:
 - (a) the length of the school day and school year;
 - (b) the amount of time required for the expanded school day;
 - (c) the amount of additional prep time, if any, provided in connection with the expanded learning time teaching opportunity;
 - (d) any additional time required during the summer and/or other school vacation periods and/or beyond the expanded school day; and
 - (e) any other duties and obligations beyond those set forth in the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect;
- (iii) any individual hired for expanded learning time teaching opportunities may be required to attend meetings or engage in other duties and obligations beyond the expanded learning time hours and work day in accordance with the provisions of Article 5, Section B, subsections B-1 through B-3 and B-5 and Section C, subsections C-3 and C-4 of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect.
- (iv) any teacher selected for expanded learning time teaching opportunity and who works between the minimum of three hundred (300) hours of additional learning time in the expanded learning time program and three hundred fifty-nine (359) hours of additional learning time in the expanded learning time program will be provided with fifteen (15) minutes of daily, duty free preparation time, in addition to the preparation time set forth in Article 5 D-2(a) of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. Any teacher selected for expanded learning

time teaching opportunity and who works between the minimum of three hundred sixty (360) hours of additional learning time in the expanded learning time program and four hundred twenty (420) hours of additional learning time in the expanded learning time program will be provided with twenty (20) minutes of daily, duty free preparation time, in addition to the preparation time set forth in Article 5 D-2(a) of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee as then in effect. It is understood and agreed between the Association and the Committee that this additional daily, duty free preparation time may not be contiguous to the daily, duty free preparation time provided to the teacher in accordance with the provisions of Article 5 D-2(a) of the collective bargaining agreement between the Cambridge Education Association Units A&B. Such additional daily, duty free preparation time shall be arranged at the discretion of the principals of the King School and Fletcher-Maynard Academy.

2. It is understood and agreed that teachers of the King School and Fletcher-Maynard Academy as teachers of the Cambridge Public Schools shall be required to work the full work day/work year as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association Units A&B, as then in effect. It is further understood and agreed that those teachers of the King School and Fletcher-Maynard Academy who are selected to participate in the expanded learning programs shall be required to work the additional time applicable to their expanded learning time teaching position, which include additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association Units A&B. It is further understood and agreed that an expanded learning time program must include a minimum of three hundred (300) hours of additional learning time during the school year. Teachers who work this additional time of three hundred hours per year in an expanded learning time position providing direct instruction to students in the expanded learning time program shall be compensated the salary set forth below in addition to their current salary set forth in this collective bargaining agreement:

Members of Units A&B

	<i>Years of Experience</i>	<i>Annualized Rate for 300 Hours</i>
Level One	0-5	\$11,952.00
Level Two	6-10	\$15,239.00
Level Three	11 or more	\$18,227.00

If a principal chooses to implement an expanded learning time program consisting of more than three hundred (300) hours of additional learning time during the school year, the compensation will be pro-rated accordingly. It is further agreed that compensation for all schedules in the expanded learning time program that are less than three hundred (300) hours shall be pro-rated based accordingly. Additionally, the Association and the Committee acknowledge and agree that if an individual who is serving in an expanded learning time teaching opportunity goes out on leave for twenty (20) or more consecutive days, for any reason including without limitation, for a medical leave, personal leave or otherwise, the payment of the stipend set forth above will end on the twenty-first (21st) day of said leave. The Association and the Committee further acknowledge and agree that the individual will not be paid the stipend for the period of time he or she is not performing such expanded learning time opportunity duties. It is further agreed between the Association and the Committee that if the individual returns from said leave during the same school year and resumes his/her duties under the expanded learning time program, then payment of the stipend will resume as of the date on which the individual reassumes his/her duties in the expanded learning time program.

3. The Association and the Committee further acknowledge and agree that the schedules set forth above in paragraph 2 pertain to the additional salary that is paid to either a Unit A member or Unit B member when such member is required to work the additional hours of the expanded learning time program in order to teach students and that such additional salary is paid due to the fact that the member, whether in Unit A or Unit B is engaged in teaching students during the expanded learning time. The Association and the Committee further acknowledge and agree that when a Unit B member is required to work the additional hours of the expanded learning time program and to perform the duties and responsibilities of their Unit B position (i.e., assistant principal) during the additional hours of the expanded learning time program, then a stipend of \$4,000.00 (four thousand dollars) will be paid to an assistant principal who is required to work the additional hours of the expanded learning time program at either the King School or the Fletcher Maynard Academy and is solely performing the work, duties and responsibilities as an assistant principal.
4. The Association and the Committee agree that the acceptance and selection of individuals to participate in and be employed for the additional hours of operation at the King School and the Fletcher-Maynard Academy shall be at the discretion of the principal of each school, and shall not be grievable under the applicable collective bargaining agreements between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee, as then in effect.
5. It is understood and agreed that members of the Cambridge Education Association Unit D that are employed as substitute teachers for teachers who are working an expanded learning time schedule at either the King School and/or Fletcher-Maynard Academy shall be required to work the full work day/work year

as prescribed by the terms of the applicable collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association, as then in effect, as well as the additional time applicable to the expanded learning time schedule of the position for which they are substituting, which include additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association Units A&B, as then in effect. It is further understood and agreed that such Unit D members shall be compensated in the following manner:

The salary schedule set forth in Article 12 of the collective bargaining agreement between the Cambridge Education Association Unit D and the Cambridge School Committee, as then in effect, shall be pro-rated for those members of Unit D that are employed as a substitute for a teacher who is working an expanded learning time program schedule at either the King School and/or the Fletcher Maynard Academy.

6. (a) It is understood and agreed that members of the Cambridge Education Association Unit E that are asked to serve as a substitute teacher for a teacher who is working an expanded learning time schedule at either the King School and/or Fletcher-Maynard Academy shall be required to work the full work day/work year as prescribed by the terms of the applicable collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association, as then in effect, as well as the additional time applicable to the position for which they are serving as a substitute teacher, which are additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association Units A&B, as then in effect. It is further understood and agreed that such Unit E members shall be compensated in the following manner:

The additional pay that is paid to a paraprofessional pursuant to the provisions of Article 4(E)(2) of the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee, as then in effect, shall be pro-rated for those members of Unit E that are asked to serve as a substitute teacher for a teacher who is working an expanded learning time program schedule at either the King School and/or the Fletcher Maynard Academy.

- (b) It is further understood and agreed that members of the Cambridge Education Association Unit E who are selected for an expanded learning time opportunity and work an additional three hundred (300) hours in the expanded learning time program as a paraprofessional shall be compensated at the salary set forth below in addition to their current salary

set forth in the collective bargaining agreement between the Cambridge Education Association Unit E and the Cambridge School Committee:

\$6,000.00.

- (c) It is also understood and agreed that Unit E members of the King School and Fletcher-Maynard Academy as paraprofessionals of the Cambridge Public Schools shall be required to work the full work day/work year as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and the Cambridge Education Association Unit E, as then in effect. It is further understood and agreed that those Unit E members of the King School and Fletcher-Maynard Academy, who hold appropriate teaching certifications issued by the Massachusetts Department of Elementary and Secondary Education, who are selected to participate and serve as teachers in the expanded learning programs for an expanded learning time position for which they are appropriately certified shall be required to work the additional time applicable to their expanded learning time teaching position, which include additional hours beyond the regular workday as prescribed by the terms of the collective bargaining agreement between the Cambridge Public Schools and Cambridge Education Association. It is understood and agreed that no member of Unit E will be assigned to an expanded learning time teaching position until after members of Unit A have been given an opportunity to apply for such expanded learning time teaching position. It is further understood and agreed that an expanded learning time program must include a minimum of three hundred (300) hours of additional learning time during the school year. Unit E members serving as teachers in the expanded learning time program who work this additional time of three hundred hours per year in an expanded learning time position providing direct instruction to students in the expanded learning time program shall be compensated the salary set forth below in addition to their current salary set forth in this collective bargaining agreement:

Members of Unit E

	<i>Years of Experience</i>	<i>Annualized Rate for 300 Hours</i>
Level One	0-5	\$11,952.00
Level Two	6-10	\$15,239.00
Level Three	11 or more	\$18,227.00

- (d) If a principal chooses to implement an expanded learning time program consisting of more than three hundred (300) hours of additional learning time during the school year, the compensation will be pro-rated accordingly. It is further agreed that compensation for all schedules in the

expanded learning time program that are less than three hundred (300) hours shall be pro-rated accordingly.

- (e) Additionally, the Association and the Committee acknowledge and agree that if an individual who is serving in an expanded learning time teaching opportunity goes out on leave for twenty (20) or more consecutive days, for any reason including without limitation, for a medical leave, personal leave or otherwise, the payment of the stipend set forth above will end on the twenty-first (21st) day of said leave. The Association and the Committee further acknowledge and agree that the individual will not be paid the stipend for the period of time he or she is not performing such expanded learning time opportunity duties. It is further agreed between the Association and the Committee that if the individual returns from said leave during the same school year and resumes his/her duties under the expanded learning time program, then payment of the stipend will resume as of the date on which the individual reassumes his/her duties in the expanded learning time program.

7. The Committee and the Association acknowledge and agree that under the provisions of this Agreement if a Unit E member works as a paraprofessional in the expanded learning time program at either the King School or the Fletcher-Maynard Academy, then the Unit E member shall be paid a stipend of \$20.00 (twenty dollars) per hour for hours worked as during expanded learning time. This stipend is included in the Unit E member's regular semi-monthly paycheck.
8. If a Unit E member who regularly works as a paraprofessional in the expanded learning time program is asked to substitute for a teacher who is working in the expanded learning time program, then the Unit E member shall be paid a \$10.00 (ten dollars) per hour differential for hours worked as a substitute teacher, including the expanded learning time program hours. The differential payment will be paid on a monthly basis in accordance with existing practices for substitute teacher payments.
9. On occasion a Unit E member who does not regularly work in the expanded learning time program may be asked to substitute for a teacher who is working in the expanded learning time program. If that situation arises, then the Unit E member shall receive a differential payment of \$10.00 (ten dollars) per hour for the regular school day and \$30.00 (thirty dollars) per hour for hours worked as a substitute teacher during expanded learning time program hours. The entire differential payment for substitute teaching in this situation will be paid on a monthly basis in accordance with existing practices for substitute teacher payments. For example, if a Unit E member who does not regularly work in the expanded learning time program substitutes for a teacher who is working in the expanded learning time program for seven (7) hours, then the member shall be sixty dollars (\$60.00) for the regular school day and thirty dollars (\$30.00) for the additional hour of work for a total differential payment of ninety dollars (\$90.00).

10. The deadlines set forth in Article 34 of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect, regarding the submission of applications for job sharing, and the deadlines set forth in Article 5M of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect, regarding the submission of applications for flex-time, shall not be applicable in the event that individual teachers at the King School and/or Fletcher-Maynard Academy seek to voluntarily access the provisions of either of these articles, as then in effect, in connection with the expanded learning time programs at each school.
11. It is understood and agreed that individual teachers at the King School and the Fletcher-Maynard Academy may voluntarily seek to access the flex-time provisions of Article 5M of the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge School Committee, as then in effect, in connection with the expanded learning time programs at each school.
12. It is understood and agreed that the King School and the Fletcher-Maynard Academy shall each 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 at each school by the Principal. It is further understood and agreed that the grievance process set forth in the applicable collective bargaining agreements between the Association and the Committee will not be used to raise any issues, concerns or problems with respect to the expanded learning time program at each school. All disputes not resolved at the school level shall be referred to the Superintendent for resolution. The President of the Cambridge Education Association will consult with the Superintendent regarding the dispute. The decision of the Superintendent shall be final.
13. It is understood and agreed that teachers and paraprofessionals at the King School and the Fletcher-Maynard Academy who are working in the expanded learning time program, either on a flex-time schedule or on expanded hours who fall under the jurisdiction of the Association may not seek modification of the term of the assignment until the expiration of the school year in which the assignment was made unless extenuating circumstances exist.
14. It is understood and agreed that community partners also will be selected by each principal of each school to assist in the operation and delivery of services in the expanded learning time program of each school. It is also understood and agreed that the selection and usage of community partners in the expanded learning time programs of the King School and the Fletcher-Maynard Academy shall not be grievable under the collective bargaining agreements between the Cambridge Education Association Units A, B, C, D & E and the Cambridge School Committee, as then in effect.

15. It is understood and agreed that all community partner positions shall not be positions that fall under the jurisdiction of the Association collective bargaining agreements, as then in effect, and individuals employed in these positions will not be members of the Association's bargaining units. It is further understood and agreed that individuals employed in these community partner positions at the King School and the Fletcher-Maynard Academy shall not accrue seniority in the school system and that these community partners will be selected by the principal of each school to assist in the operation and delivery of services in the expanded learning time programs at either the King School and/or the Fletcher-Maynard Academy.
16. It is understood and agreed that the King School and the Fletcher-Maynard Academy expanded learning time programs and their respective school-based administrators will have greatly increased decision-making authority, including that all Cambridge Education Association Units A, B, C, D & E positions at these two (2) schools that are posted as expanded learning time positions, which include additional hours beyond the regular work day, are exempt from all Union and School Committee work rules as relates to the work hours and work day. No provisions of this Agreement shall prevent the principals of the King School and/or the Fletcher-Maynard Academy and/or the Cambridge Public Schools from making changes to their respective expanded learning time programs and schedules during the course of the school year based on the needs of the student population attending each of the schools.
17. The Committee and the Association agree that even though the King School and the Fletcher-Maynard Academy are implementing expanded learning time programs at each of these schools, that the ending time at the King School and the Fletcher-Maynard Academy on the day before Thanksgiving will be noon or at a time earlier when required by the school district. The Association agrees that no grievances shall be filed by any member of any unit with respect to the ending time at the King School and the Fletcher-Maynard Academy on the day before Thanksgiving.
18. It is understood and agreed that this Agreement will be effective through the term of any expanded learning time grant awarded by the Massachusetts Department of Education to the Cambridge Public Schools for expanded learning time programs at either the King School and/or the Fletcher-Maynard Academy and/or through the term of award of other grant funds, whichever is longer. It is further understood and agreed that the continuation of any expanded learning time program at either school is subject to and contingent upon the continuation of grant funding from the Massachusetts Department of Education and/or other grant funds. The Association and the Committee further agree that it is within the sole discretion of the Cambridge Public Schools to withdraw from participation in the expanded learning time program at any time and that if either the King School and/or the Fletcher-Maynard Academy withdraw from participation in the expanded learning time

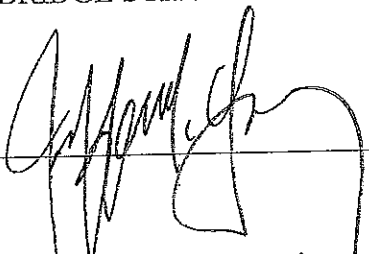
program, the provisions of this Agreement shall no longer be applicable to said school. It is further understood and agreed that this Agreement may be extended by mutual agreement of the parties. Notwithstanding the foregoing, the parties agree to review the agreement every two years that such agreement is in effect. The parties agree that this Agreement is an Appendix to the 2012-2015 collective bargaining agreements between the Cambridge School Committee and the Cambridge Education Association Unit C, Unit D and Unit E and the 2012-2013 Interim Agreement and 2012-20116 collective bargaining agreements between the Cambridge School Committee and the Cambridge Education Association Units A&B.

19. Although both parties agree that programs such as expanded learning time programs at the King School and the Fletcher-Maynard Academy require flexible operating schedules and exemptions from work rules, notwithstanding this provision, the President of the Cambridge Education Association may consult with the Superintendent or designee regarding the expanded learning time programs at the King School and Fletcher-Maynard Academy.
20. It is further understood and agreed by the parties that this Agreement only pertains to the expanded learning time programs at the King School and the Fletcher-Maynard Academy. The Association and the Committee agree that the development, operation and implementation of an expanded learning time program at any other school in the Cambridge Public Schools would have to be negotiated between and among the Association and the Committee.

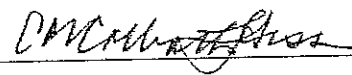
WHEREFORE, the Association and the Committee have caused this Agreement to be executed by their duly authorized representative as of the date set forth above.

CAMBRIDGE SCHOOL COMMITTEE

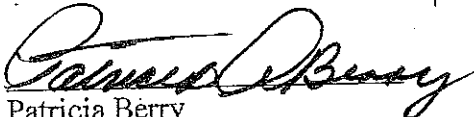
CAMBRIDGE EDUCATION
ASSOCIATION



Order No. C14-065



Date 4/30/14


Patricia Berry
Secretary to the Cambridge School Committee