



June 1, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Agreement between the City of Cambridge, Cambridge School Committee and the Cambridge Education Association, Kristala Smart, Meghan Litten and Ginamari Martinez-Jimenez regarding a class size overage during the spring semester of the 2020-2021 school year

Recommendation: That the School Committee ratify and approve the attached agreement which addresses a resolution of issues and concerns regarding a class size overage in the spring semester of the 2020-2021 a request made by the Amigos School to provide instruction for students over the class size limitation set forth in the current collection bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B.

Description: This agreement resolves the issues and concerns which arose with respect to a class size overage in the spring semester of the 2020-2021 a request made by the Amigos School to provide instruction for students over the class size limitation set forth in the current collection bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B.

Supporting Data: Attached copy of the Agreement between the City of Cambridge, Cambridge School Committee and the Cambridge Education Association, Kristala Smart, Meghan Litten and Ginamari Martinez-Jimenez.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "KS", written over a horizontal line.

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

AGREEMENT BETWEEN THE CITY OF CAMBRIDGE, THE CAMBRIDGE EDUCATION ASSOCIATION, KRISTALA SMART, MEGHAN LITTEN AND GINAMARI MARTINEZ-JIMENEZ

This Agreement ("Agreement") is entered into by and 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 (hereinafter collectively referred to as the "City" or the "City of Cambridge"), the Cambridge Education Association (hereinafter, the "Association" or "Cambridge Education Association"), and the Association's Unit A members Kristala Smart, an individual with a principal place of residence at [REDACTED], Meghan Litten, an individual with a principal place of residence at [REDACTED] and Ginamari Martinez-Jimenez, an individual with a principal place of residence at [REDACTED] (hereinafter collectively referred to as, the "Parties") with respect to a request made by Amigos School to provide instruction for students over the class size limitation set forth in the current collective bargaining agreement between the City and the Cambridge Education Association Units A&B during the spring semester of the 2020-2021 school year.

WHEREAS, duly-authorized representatives of the Parties have met in an effort to resolve issues and concerns with respect to the proposed class size overage in Ms. Smart's, Ms. Litten's and Ms. Martinez-Jimenez' classes;

NOW THEREFORE, in consideration of the mutual promises and covenants and agreements of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Association, and Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez agree as follows:

1. For the remainder of the 2020-2021 school year, whenever there are more than twenty-five (25) students in the remote classes of Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez, the Amigos School will provide an additional adult in each of these specialist teachers remote classrooms when these sessions meet. In all instances, the maximum of the class size overage in during these remote classes shall not exceed twenty-seven (27) students and the class size overage is limited to occurring only one period per week for Ms. Martínez Jiménez' art class, one period per week for Ms. Smart's drama class, one period per week for Ms. Litten's physical education class and one period per week for Ms. Litten's health class.
2. The Parties agree that each of the three specialist teachers can choose to decline that additional adult in exchange for the equivalent of one lost prep period pay at the rate set forth in the current collective bargaining agreement between the City and the Association, which is \$31.65 (thirty-one dollars and sixty-five cents) per hour. The specialist teachers must confirm with the school principal on a weekly basis if they are choosing to decline the presence of an additional adult. If a specialist teacher has not declined the additional adult and the extra adult does not come to the class, then the specialist teacher must promptly notify the school principal of this fact. In those instances where the extra adult does not come to the specialist teacher's class, the specialist teacher will be paid double a lost prep payment at the rate set forth in the current collective bargaining agreement between the City and the Association.
3. Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez and the Association further acknowledge and agree that submission of any requests for payments under Paragraph 2 of this Agreement shall be provided to, and certified by, the principal of the Amigos School by no later than June 23, 2021, which is the last day of school for the 2020-2021 school year. Ms. Smart, Ms.

Litten and Ms. Martinez-Jimenez and the Association acknowledge and agree that any payments that they receive in accordance with the provisions set forth in Paragraph 2 are in full satisfaction of the amount due and owing to each of them for voluntarily agreeing to teach a class size overage class for the remainder for the 2020-2021 school year.

Additionally, Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez each acknowledge and agree that all tax liability they each may incur, if any, because of the payment to each of them as set forth above in Paragraph 2 is solely their own responsibility and that they each will pay all such taxes and that they each agree to hold harmless the City and any Releasees identified in Paragraph 6 from any liability they each might 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.

The Association, Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez' further acknowledge and agree that the payments made pursuant to this Agreement shall not be pensionable.

- 4. The Association, Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez' and the City further agree that the class size overage in these specialist teachers' remote classes shall not constitute a violation of the requirements of the collective bargaining agreement between the City and the Association.
- 5. It is understood and agreed between the Association and the City that the City retains its managerial authority and no provisions of this Agreement shall prevent the City from making determinations with respect to levels of staff, posting of positions, levels of compensation and rate of pay for work performed and/or work that needs to be performed. It is further acknowledged, agreed and understood by the Association that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the City, including without limitation, the City's managerial authority to make determinations with respect to levels of staffing, posting of positions, levels of compensation and rate of pay for work performed and/or work that needs to be performed. The Parties further agree that this Agreement does not alter, impact or otherwise change the right of the City as a matter of law and/or under the collective bargaining agreement between the City and the Education Association. Additionally, the Association acknowledges and agrees that the terms of this Agreement shall not be considered to have established a precedent under the collective bargaining agreement between the Association and the Committee and also shall not be considered to have established a precedent with respect to paying members of Units A&B their regular rate for a class size overage above the contractual limit set forth in the current collective bargaining agreement between the City and the Association.
- 6. The Association, on behalf of itself and its past and present members, and Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez hereby, jointly and severally, irrevocably and unconditionally release, acquit and forever discharge the City its past and present officers, principals, directors, employees, servants, members, agents, insurers, and attorneys, (collectively, the "Released Parties") from each claim which was or could have been raised in the above-referenced grievance. The Association, Ms. Smart, Ms. Litten and Ms. Martinez-Jimenez' hereby agree, jointly and severally, that they will not, by themselves or in concert with others, or by virtue of judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any actions against the City, for damages arising out of the above-referenced matter giving rise to this Release.
- 7. It is understood and agreed that this Agreement represents the compromise of disputed claims and none of the terms of this Agreement are to be construed as an admission of any liability,

fault, or responsibility on the part of the City, by whom liability and fault is, and has always been, expressly denied. The Parties acknowledge that this Agreement is entered into for settlement purposes only.

- 8. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
- 9. 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 parts, 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.
- 10. 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.
- 11. 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.

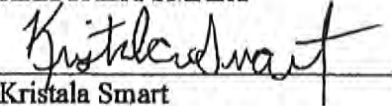
WHEREFORE, the City of Cambridge, the Cambridge Education Association, Kristala Smart, Meghan Litten, and Ginamari Martinez have caused this Agreement to be executed by their duly authorized representatives this ___ day of May 2021.

CAMBRIDGE EDUCATION ASSOCIATION

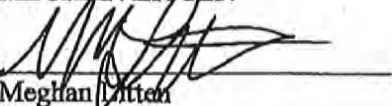


Daniel Monahan
President

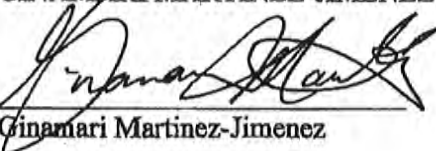
KRISTALA SMART


Kristala Smart

MEGHAN LITTEN


Meghan Litten

GINAMARI MARTINEZ-JIMENEZ


Ginamari Martinez-Jimenez

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CITY OF CAMBRIDGE,

Louis A. DePasquale
City Manager

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

Dosha E. Beard
Executive Secretary
Cambridge School Committee

Approved as to form:

Nancy E. Glowa
City Solicitor