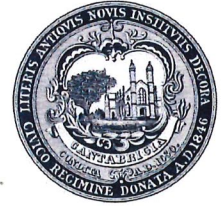


# CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141

21-232



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August 3, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Agreement between the City of Cambridge, and the Cambridge Education Association, Units A & B

**Recommendation:** That the School Committee ratify and approve the Agreement between the City of Cambridge and the Cambridge Education Association, Units A & B regarding the creation on a one-time basis a voluntary donation sick leave bank for Fabiola Cordano.

**Description:** This agreement addresses the creation on a one-time basis a voluntary donation sick leave bank for Fabiola Cordano to which members of CEA Unit A may make donations on a voluntary basis.

**Supporting Data:** A copy of the Agreement between the City of Cambridge, and the Cambridge Education Association, Units A & B for the creation of this one time sick leave bank is attached.

Respectfully submitted,

Victoria L. Greer, Ph.D.  
Interim Superintendent of Schools

**AGREEMENT BY AND  
BETWEEN  
THE CITY OF CAMBRIDGE AND  
THE CAMBRIDGE EDUCATION ASSOCIATION, UNITS A & B**

This 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 Cambridge School Committee (hereinafter collectively referred to as the "City") and the Cambridge Education Association ("CEA") Units A & B (hereinafter collectively referred to as the "Parties");

WHEREAS, the CEA is desirous of creating, on a one-time basis, a voluntary donation sick leave bank for Fabiola Cordano, a member of CEA Unit A, in order to allow members of CEA Unit A, on a voluntary basis, to donate sick days for Ms. Cordano's usage (hereinafter referred to as "the Voluntary Sick Leave Bank");

WHEREAS, duly authorized representatives of the Parties have met in an effort to resolve this matter;


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, CEA Units A & B and the City hereby agree as follows:

1. The Parties agree that any CEA Units A member ("Member") may, on a voluntary basis, donate sick days to the Voluntary Sick Leave Bank. The Parties each agree that in order for a Unit A Member to donate sick hours (a sick day for Unit A members being equal to six (6) hours of time) to the Voluntary Sick Leave Bank in accordance with the terms of this Agreement, the Unit A Member and the duly authorized representative of the CEA must sign an authorization form for the donation. The CEA will be responsible for the collection and certification of Unit A Member donations to this Voluntary Sick Leave Bank on the Authorization and Acknowledgment of Donation of Sick Leave Days To Voluntary Sick Leave Bank For Fabiola Cordano form that is attached hereto as **Exhibit A** ("Authorization"). The Committee and CEA Units A & B further agree that all such donations must be made within no later than four weeks after the date of execution of this Agreement by the City and that all completed Authorizations must be provided to the Cambridge School Department's Chief Financial Officer by no later than ten (10) calendar days after the same date.
2. The Parties further agree that any sick hours that are donated to the Voluntary Sick Leave Bank will remain in said bank until the first of the following occurs: (i) the sick day is used by Ms. Cordano; (ii) all sick leave hours in the Voluntary Sick Leave Bank are exhausted; (iii) Ms. Cordano returns to work; or (iv) Ms. Cordano resigns or otherwise leaves the employ of the Cambridge Public Schools. The Parties further agree that in the latter two situations, the Voluntary Sick Leave Bank will be considered to have been exhausted. Any unused sick hours in the Voluntary Sick Leave Bank then will be rolled over into the CEA Unit A & B sick leave bank for the current school year in which the exhaustion of the Voluntary Sick Leave Bank has occurred and these sick leave hours will expire at the end of that school year.
3. The Parties agree that any employee who voluntarily donates sick hours to the Voluntary Sick Leave Bank shall not be penalized under the applicable attendance incentive plan provision of any collective bargaining agreement, as then in effect.

- 4. CEA Units A& B agrees that no grievance, complaint or unfair labor practice shall be filed with respect to this Agreement.
- 5. The Parties each agree that this Agreement shall not be considered to have established a precedent under the collective bargaining agreement between CEA Units A & B and the Cambridge School Committee and/or any other collective bargaining agreement between the CEA and the Cambridge School Committee and shall not be used by either of the parties for any reason in any other proceeding, except one to enforce the terms of this Agreement.
- 6. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
- 7. 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.
- 8. 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.
- 9. 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.

IN WITNESS THEREOF, the City of Cambridge and the Cambridge Education Association have caused this Agreement to be executed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CAMBRIDGE EDUCATION ASSOCIATION

  
 Daniel Monahan  
 President

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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

\_\_\_\_\_  
Date                      Order Number

Approved as to form: \_\_\_\_\_  
Nancy E. Glowa, Esq.  
City Solicitor

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**EXHIBIT A**

AUTHORIZATION AND ACKNOWLEDGMENT OF DONATION OF SICK LEAVE DAYS  
TO VOLUNTARY SICK LEAVE BANK FOR FABIOLA CORDANO

I, the undersigned, understand that the City of Cambridge and the Cambridge Education Association Units A&B have created a voluntary sick leave bank for Fabiola Cordano. I hereby acknowledge that I am a member of Unit A and agree to donate \_\_\_\_\_ of my current accrued sick days to the Voluntary Sick Leave Bank for Fabiola Cordano and authorize the City of Cambridge, through the Cambridge Public Schools, to credit this number of sick days from my current accrued total of sick days to the voluntary sick leave bank for Fabiola Cordano.

I sign this form voluntarily and with full knowledge of its significance.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Last four digits of Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of CEA representative

\_\_\_\_\_  
Signature of CEA representative

\_\_\_\_\_  
Date

Date Received by CPS: \_\_\_\_\_