

CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



September 21, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Memorandum of Agreement between the Cambridge School Committee and Cambridge Education Association on reopening issues for the first semester of the 2021-2022 school year

Recommendation: That the School Committee ratify and approve the attached Memorandum of Agreement between the Cambridge School Committee and Cambridge Education Association on reopening issues for the first semester of the 2021-2022 school year.

Description: This Memorandum of Agreement that was reached between the parties on September 9, 2021 addresses reopening issues for the first semester of the 2021-2022 school year and has been ratified by the Cambridge Education Association.

The financial cost of this Memorandum of Agreement is projected to be \$86,000 (\$50,000 for instructional materials and \$36,000 for infection control teams.)

Supporting Data: Memorandum of Agreement between the Cambridge School Committee and Cambridge Education Association on reopening issues for the first semester of the 2021-2022 school year.

Respectfully submitted,

Victoria L. Greer, PhD
Interim Superintendent of Schools

**Memorandum of Agreement between the
Cambridge School Committee and Cambridge Education Association
on reopening issues for the first semester of the 2021-2022 school year**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into between the Cambridge School Committee (hereinafter “Committee”) and the Cambridge Education Association (hereinafter “CEA” or “Association”).

NOW THEREFORE, the Committee and the CEA agree as follows:

1. Health, Safety, and Facilities Working Group

The CEA, the Committee, and the Cambridge Public Schools Department (“CPS”) acknowledge our shared interests in healthy and safe teaching, learning and working environments throughout CPS. The Health, Safety and Facilities Working Group will meet as needed in the determination of the Superintendent based on changes to the public health data and/or changed guidance from the Cambridge Public Health Department, DESE, and CDC for the first half of the 2021-2022 school Year. The CEA will have four (4) members on the working group, one of which being the CEA President.

The CPS will respond to any concerns raised by the CEA Health and Safety Committee in a timely manner.

2. Protective Equipment

Employees (all references to an employee means a member of a CEA bargaining unit) may access surgical-grade masks and face shields that have been quality tested and confirmed to achieve 90-95% filtration of airborne particles from CPS school offices. Backup, high quality masks will be readily offered to any individuals who arrive at a building without one.

Bargaining units A and E members that work in Special Start and in substantially separate classrooms, if applicable, will also have access to disposal gloves, disposable gowns and face shields for toileting. Members of these units will be able to obtain these materials from the principal's office at their assigned school building.

Masks will be universally required indoors in CPS at the start of the 2021-22 school year. The mask requirement will be in place for the first semester of the school year, which ends in January 2022.

3. Testing

Beginning September 2021:

- Once-weekly pooled testing will be available for employees within their respective CPS school building. In a pooled testing approach, individual nasal swabs are collected and then grouped (or pooled) together before being sent to a lab for analysis. If a pool tests positive, follow-up testing is performed to identify the specific individual(s) infected with COVID-19.
- Any asymptomatic employee who was determined to be in close contact with someone who had tested positive for COVID-19 shall continue to work and be required to test daily for a minimum of five (5) school days (“test and stay”).
- Symptomatic testing will also be offered on-site for individual employees who

develop symptoms during the day.

- As of October 1, 2021, any unvaccinated employee will be required to have daily testing on school days, which may not be scheduled at the convenience of the employee.

(See #9 “Vaccinations” below).

The CEA will regularly inform and encourage all CEA members, both at the school and Department level, to participate in this available testing.

All CEA members in a school building will be informed in a timely manner of any individual who tested positive for COVID-19 who was present in their building; privacy and confidentiality of the individual shall be maintained.

4. Infection Control Teams

Using a CPS-developed template, schools will document the specific application of required procedures within their school building. This will include appointing a designated COVID-19 point person who can be contacted with questions or concerns.

Each school will have an Infection Control Team composed of staff members representing key roles including Principal, School Nurse, lead custodian, up to four (4) educators total from Units A, B, C, and E, and parent/caregivers. This team is responsible for reviewing and updating school based procedures, monitoring implementation and adherence to policies and identifying areas in need of further education and training. The purpose of these teams is to maintain the goal of zero in-school transmissions.

Infection Control Teams will be put into place at each school that will monitor infection control procedures and communicate regularly with staff in each school about adherence to and implementation of procedures. Each Infection Control Team will meet as needed as determined by the building principal, but at least twice a month. All Infection Control Teams will meet before or after the student school day. The CPS will identify someone to review the Infection Control Team at each school. The agenda of Infection Control Team meetings will be shared in advance with the staff of each school. The principal or designee will inform the staff of any decisions/recommendations that are made by the Infection Control Team. The Infection Control Teams will also communicate regularly with the CEA Health and Safety Committee.

CPS will compensate CEA members serving on the Infection Control Teams for their participation, attendance, and related work for the 2021-2022 school year as follows:

Units A, B and E members will receive a \$500 flat stipend, to be paid no later than May 31, 2022.

Unit C members will receive their hourly rate for any time outside of their regular schedule up to 8 hours per day, and time and a half their hourly rate for any time outside their regular schedule in excess of 8 hours. Unit C members will record the additional time in their NovaTime spreadsheet in the week that it is worked and will add the note "INFECTION CONTROL TEAM MEETING" using the NovaTime notes feature. The additional time will be paid at the appropriate rate in the next pay period. Additionally, in June 2022, the CPS will calculate the difference between actual earnings and \$500 and in instances where less than \$500 was earned, a differential payment will be made to bring the total to \$500. The

differential payment will be paid on June 30, 2022.

The Infection Control Team at each school will be timely informed of all quarantine and closure decisions and the reasoning behind them, but student and staff privacy and confidentiality shall be maintained.

5. Ventilation

Because COVID-19 is an airborne virus, it remains important to maximize ventilation to the greatest extent possible. All CPS buildings have a specified ventilation plan that ensures a minimum of 4 Air Changes per Hour (ACH) for occupied rooms. No room that is unable to meet the recommended standard of 4.0 ACH, after all mitigation measures are implemented, will be used for teaching, learning or meetings. (Individual offices may be used by one person without meeting this standard.)

Classrooms and offices may look very different from building to building, and ventilation plans will make use of a variety of ventilation and air filtration methods to achieve the required standard. In each location, ventilation measures will include several (but likely not all) of the following:

- Central ventilation systems that provide a standard air exchange across the building
- Central air filtration systems (air scrubbers), which remove particles from all of the air in the building
- Room-based HEPA filters (air scrubbers), which remove particles from air in the room
- Open windows and/or doors, which add to the air exchange in the room
- Box fans, which add to the air exchange in the room

It is not necessary for every room and building to have all of the above measures in place. What is crucial is that every room and building uses a mix of these strategies to achieve 4.0 ACH minimum.

When available, each building principal will make information about the equivalent air exchanges per hour of each room available to their school staff. Infection Control Teams will review this information and notify each educator working in a room with less than 4.0 ACH and advise them of relevant mitigation strategies, including opening windows, box fans, HEPA filters and UV devices and how to effectively implement these strategies. HEPA Filters or UV devices will be installed or available in each room that has less than 4.0 ACH.

For the first two weeks of in-person instruction during the 2021- 2022 school year, rooms will be tested twice daily for Co2 levels, once near the middle of the day and once near the end of the day before the end of the school day. If a room has a Co2 reading over 800 ppm, then it will be tested weekly until it tests below 800 ppm for three consecutive weeks. Any classrooms that have no readings above 800 ppm for three weeks in a row shall be tested monthly. A log of these tests will be maintained on the Cambridge Public Schools' website.

6. Distancing

The School District will adhere to DESE guidance about physical distancing.

7. Cambridge Emergency Paid Sick Leave (EPSL) and Quarantine

The CPS will allow the use of five (5) days of Cambridge emergency paid sick leave (EPSL) for COVID-19 related reasons during the first semester. Cambridge EPSL time may be used: (1) if an employee has been diagnosed with COVID-19; (2) for an employee to get a medical diagnosis, care or treatment for COVID-19 symptoms; (3) for an employee to get or recover from a COVID-19 immunization; (4) if an employee is subject to a quarantine order by a state or local authority or the CPS; (5) inability to work remotely due to COVID-19 symptoms; or (6) care for a family member diagnosed with COVID-19, or who needs medical diagnosis, care, or treatment for COVID-19 symptoms, or who subject to a quarantine order by a state or local authority or the family member's employer. Cambridge EPSL time will be inclusive of any paid time eligible under the Mass. Emergency Paid Leave Sick (EPSL), which expires on September 30, 2021.

The above will not count against the Units C and E employee attendance incentive.

In the case in which a Unit D or E member is out due to their individual COVID-19-related quarantine, they will not be required to work remotely during a quarantine period and may use Cambridge EPSL time. Once EPSL time is exhausted, the employee may use sick or personal time.

Members of Units A, B and C out due to individual COVID-19-related quarantine would be required to work remotely unless they are unable to work remotely due to personal illness. Unit A members out due to individual COVID-19-related quarantine will not be required to provide remote instruction to students.

8. Learning for Students When Not Physically in School for COVID-19 Related Reasons

- a. When individual students are absent due to COVID-19-related illness or quarantine, the educator will be responsible for providing learning opportunities that are developmentally and pedagogically appropriate for the student.
- b. Educators may, but are not required to, allow individual students absent due to COVID-19-related quarantine to remotely attend class, when developmentally and pedagogically appropriate, during the time period in which DESE does not authorize remote learning.

If, however, DESE subsequently authorizes remote instruction, and if the COVID-19 related quarantine is longer than three (3) school days, the Superintendent or designee, in communication with the affected educator(s) when practicable, will determine the developmentally and pedagogically appropriate instructional model(s) consistent with DESE authorization and guidance.

- c. When a whole classroom, a group of classrooms, or a whole school is quarantined, teachers will be responsible for providing continuity of learning for children as determined by the Superintendent or designee.

9. Vaccinations

Condition of Employment. Unless an employee is exempt as discussed below, or a COVID-19 vaccine is not readily available, the employee shall be fully vaccinated before September 30, 2021, and employees are also required to obtain a booster COVID-19 vaccine shot when booster shots are recommended by the CDC and available.

The parties agree that an employee who fails to provide proof of COVID-19 vaccination (defined below) by September 30, 2021, without a recognized exemption or valid justification as determined by the CPS, is required to be tested daily on school days.

Proof of Vaccination. To establish that employees have received the COVID-19 vaccine, they will need to produce only a copy of the vaccination receipt they received when vaccinated or an equivalent document obtained from the entity administering the vaccine. The verification must identify the employee, the date, the vaccine dose was administered, and whether the individual has completed the COVID-19 vaccination regimen or requires an additional dose. If the vaccination receipt provides any other information pertaining to the employee's health condition, the employee may redact that information on a copy of the receipt.

Exemptions

- a. **Medical.** An employee seeking an exemption from the vaccine for medical reasons must provide sufficient medical documentation from the employee's health care provider in support of a medical exemption.
- b. **Religious.** An employee seeking an exemption from the vaccine for religious reasons must provide a written request, providing an explanation in support of a religious exemption.

Consistent with federal and state law, the CPS will inform the employee whether or not the CPS is able to reasonably accommodate a medical or religious exemption request or needs additional information from the employee before making a determination.

The CPS will inquire with the Cambridge Public Health Department whether the Department can make flu vaccines available to staff at schools in the fall.

10. Reimbursement

For the period of March 1, 2021 through February 28, 2022, the amount of the Instructional Materials Reimbursement set forth in Article 26, Section B of the collective bargaining agreement between the parties will be increased by an additional fifty dollars (\$50.00) to address out-of-pocket expenses incurred by members of Units A and B for instructional materials used during the closure of school buildings during the COVID-19 pandemic and all reimbursements sought under this additional fifty dollars (\$50.00) shall have been purchased during the period of March 1, 2021 through February 28, 2022. Further, parties acknowledge and agree that this extends the sunset provision in the prior school closure agreement so that this additional fifty dollars (\$50.00) increase in the instructional materials reimbursement amount will now sunset as of February 28, 2022 and shall not be considered a precedent or established term of agreement by the parties. The parties further acknowledge and agree that all of the standard procedures required for

reimbursements pursuant to Article 2, Section B of the collective bargaining agreement apply to said reimbursements. In no event will any Unit A member be reimbursed for more than \$500.00 (five hundred dollars) during the time period of March 1, 2021 through February 28, 2022.

11. Changes to DESE/DPH/Cambridge Public Health requirements

If the Massachusetts Department of Elementary and Secondary Education (DESE), Massachusetts Department of Public Health (DPH), or the Cambridge Public Health Department issues any requirement that conflicts with an express provision in this MOA, the Parties agree to meet to for the limited purpose of negotiating the impact of that requirement.

This Memorandum of Agreement shall sunset as of the last day of the first semester of the 2021-2022 school year (90 school days). The expiration of this Memorandum of Agreement shall not affect the annual compensation for members of the infection control team.

CAMBRIDGE EDUCATION ASSOCIATION

CAMBRIDGE SCHOOL COMMITTEE



Daniel Monahan
President

Executive Secretary

Date 9/17/2021

Date _____

Order Number _____

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor