



March 2, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Amendment to Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening

Recommendation: That the School Committee ratify and approve the Amendment to November 2020 Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening as detailed in the attached document.

Description: The amendments to the November 2020 Memorandum of Agreement between the Cambridge Education Association Units A B, C, D and E and the Cambridge School Committee Regarding School Reopening as detailed in the attached document include, but are not limited to:

- Clarification that individual schools or grade-bands may use different models at the same time.
- Inclusion of a provision that School principals will work with school based teams to develop models based on district provided staffing, enrollment and space data and consistent with district guidelines, frameworks and programmatic requirements. The parties recognize, acknowledge and agree that such models may need to be adjusted based upon changes in staffing and/or enrollment data.
- Inclusion of a provision that all Unit C members will be compensated \$250 for materials for the 2020-2021 school year.
- Inclusion of a provision that Juneteenth will be considered a paid holiday for the 2020-2021 school year for Unit C and Unit D. This is applicable for the 2020-2021 school year only and shall not be

- considered a precedent or established term of agreement by the parties.
- Inclusion of a provision that in connection with the expansion of in-person learning in the second semester of the 2020-2021 school year, Unit A classroom teachers who consolidate their classroom within the same school building will be paid \$100.00 (one hundred dollars). Unit A classroom teachers may only be compensated for consolidating their classroom during times outside the regular school day.
 - Inclusion of a provision that Monday, February 22, 2021 will be designated as a professional development day by the school district, with up to two (2) hours of time reserved for infection control training. The remainder of the day will be educator-directed time, which may be used by educators including but not limited to for packing up, moving, and set up of classrooms.
 - Inclusion of a provision that all members of CEA Units A, B, C, D and E working in person will be provided with free, required COVID-19 testing twice per week on site at school buildings. The CEA will regularly inform and encourage all CEA members, both at the school and district level, to adhere to this testing requirement.
 - Inclusion of a provision that the parties acknowledge that the Cambridge Public Schools is working with the Cambridge Public Health Department to offer a voluntary testing program for all in person students in grades four through twelve. Testing will be offered one time per week for all in-person students in grades four through eight (on days students are physically in school), and twice per week for all in-person students in grades nine through twelve (during weeks students are physically in school). The student testing program will be implemented as soon as realistically possible.
 - Inclusion of a provision that in order to deal with limited doses of COVID-19 vaccine, Massachusetts is triaging its limited vaccine supply with greater allocations being sent to regional mass vaccination sites like Fenway Park and smaller allocations being sent to local health agencies like Cambridge Public Health. Because of state protocol it is currently unknown whether it will be possible to have Cambridge Public Health run a specific vaccination clinic for CPS staff. If the state changes vaccine protocols, CPS will continue its efforts to encourage a

Cambridge-based vaccination clinic for CPS staff. However, it should be fully understood that the possibility of such a clinic is beyond the control of CPS. CPS will timely inform all CPS staff in the event that Cambridge Public Health provides a vaccination clinic for CPS staff.

- Inclusion of a provision of additional building walkthroughs prior to the expansion of in person learning
- Inclusion of a provision regarding infection control teams
- Inclusion of a provision regarding when this is not practical for grades PreK – 5, distancing may be reduced to three (3) feet only when students are masked.
- Inclusion of a provision that consistent with the “Schools and Path to Zero” framework, CPS will continue to monitor all relevant COVID-19 data, including any in-school transmissions in the CPS, in order to make informed and timely decisions about possible quarantine or closure.
- Inclusion of a provision that with the exception of those hired for a limited duration within the 2020-2021 school year (*e.g.* to cover for a staff member on medical or parental leave), extended-term substitutes and paraprofessionals currently in ETS roles hired due to COVID-19 will be maintained in those positions through the end of the school year.
- Inclusion of a provision that In-person paraprofessionals currently receiving the in-person paraprofessional differential who becomes the in-person support for a remote teacher will be paid at the ETS rate or their regular paraprofessional salary plus differential, whichever is higher.
- Inclusion of a provision that remote teachers who cannot work will be encouraged to post substitute jobs rather than providing asynchronous work. Substitute jobs posted on SubOnline will be clearly labeled as remote or in-person.

The financial cost of this Amendment is approximately fifty-two thousand dollars (\$52,000.00).

Supporting Data: Amendment to November 2020
Memorandum of Agreement between the Cambridge Education
Association Units A, B, C, D and E and the Cambridge School
Committee Regarding School Reopening.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'KS', written in a cursive style.

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

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Amendment to Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening

FEBRUARY 6, 2021

The provisions of the November 2020 agreement regarding the reopening of school for the 2020-2021 school year shall continue until the expiration date of the agreement except that sections 3, 6, 9, 16, 20, 21, 22, 23 and 31 shall be modified and amended as set forth below in **bold and strikethrough**.

3. The parties recognize, acknowledge and agree that due to the fluidity of the pandemic that the model of instruction during the 2020-2021 school year may be adjusted, during the course of the 2020- 2021 school year to either fully remote, fully in person, or a different hybrid model. **Individual schools or grade-bands may use different models at the same time.** The CEA maintains all bargaining rights should the model be adjusted.

School principals will work with school based teams to develop models based on district provided staffing, enrollment and space data and consistent with district guidelines, frameworks and programmatic requirements. The parties recognize, acknowledge and agree that such models may need to be adjusted based upon changes in staffing and/or enrollment data.

6. Upon request by a supervisor or other administrator, unit members who are working remotely shall provide and share weekly or whole class electronic communications, student remote learning plans for special education students, access to live instruction, pre-recorded videos, or links to Google classrooms within a reasonable amount of time, attend IEP meetings, provide student record information upon request, conduct evaluations, attend and/or conduct parent consultations, and hold office hours. Supervisors will not share weekly or whole class electronic, access to live instruction, prerecorded videos or links to Google classrooms without the consent of the educator. The Association acknowledges that student remote learning plans for special education students are part of a student's student record information and that access to and timing for obtaining such documents is governed by the state's student record laws and regulations.

The parties also acknowledge and agree that for the 2020-2021 school year in addition to the daily forty (40) minute duty-free educator-preparation period, teachers working in the remote environment will receive an additional minimum of one hundred sixty (160) cumulative minutes per week, to be scheduled at the discretion of the principal and used as follows: one hundred (100) minutes per week for duty free individual preparation time and sixty (60) minutes per week for educator-directed collaboration time with Unit A members for the purpose of planning

and evaluating instruction. The time utilized for this purpose may, at the discretion of the principal, include the fifteen (15) minutes before and ten (10) minutes after school set forth in Article 5, Section B, subsection B-2 of the CEA Units A&B collective bargaining agreement. The parties also agree that the use of the time in Article 5, Section B, subsection B-2 of the CEA Units A&B collective bargaining agreement may be banked and then scheduled either before or after the current work day for the members of Unit A and E who are working in the remote environment to provide for collaboration time.

The parties also acknowledge and agree that for the 2020-2021 school year in addition to the daily forty (40) minute duty-free educator-preparation period, teachers working in-person, **hybrid, or mixed delivery** will receive an additional sixty (60) minutes per week to be scheduled, at the discretion of the principal, for educator-directed collaboration time.

9. All eleven-month Unit C members may, in consultation with their direct supervisor, agree to either a start date of August 18, 2020 or August 25, 2020 for the return to work for the 2020-2021 school year. All ten-month Unit C members start date for return to work for the 2020-2021 school year is August 31, 2020.

All Unit C members will be compensated \$250 for materials for the 2020-2021 school year.

B. Juneteenth will be considered a paid holiday for the 2020-2021 school year for Unit C and Unit D. This is applicable for the 2020-2021 school year only and shall not be considered a precedent or established term of agreement by the parties.

16. Each member of Unit A who is a classroom teacher that has to move their classroom to another school and set up their classroom in another school in connection with the reopening of schools for the 2020-2021 school year will be paid \$200.00 (two hundred dollars) and each member of Unit A who is a classroom teacher that has to move their classroom to another location within the same school building in connection with the reopening of schools for the 2020-2021 school year will be paid \$100.00 (one hundred dollars). Such packing of classrooms will not start until after September 1, 2020 and will need to be completed prior to the start of school for student for the 2020-2021 school year. Members of Unit E, at the discretion of the supervising Unit A member and principal or head of upper school may be compensated for any time spent on classroom moves outside of their regular workday at their hourly rate of pay.

Additionally, in connection with the expansion of in-person learning in the second semester of the 2020-2021 school year, Unit A classroom teachers who consolidate their classroom within the same school building will be paid \$100.00 (one hundred dollars). Unit A classroom teachers may only be compensated for consolidating their classroom during times outside the regular school day.

Additionally, Monday, February 22, 2021 will be designated as a professional development day by the school district, with up to two (2) hours of time reserved for infection control training. The remainder of the day will be educator-directed time, which may be used by educators including but not limited to for packing up, moving, and set up of classrooms.

There will be opportunities for educators to use this time for professional learning.

20. The parties acknowledge and agree that the health and safety procedures for members of CEA Units A, B, C, **D**, E and ~~building substitutes, general substitutes and extended term-substitutes~~ are as follows:

b. Monitoring of Air Quality/CO2. CO2 Meters have been purchased for each school and teachers will have access to test their occupied rooms. For the first two weeks of **any new or resumed** in person instruction, **or after the addition of any scholars to an in person classroom**, during the 2020-2021 school year, rooms will be tested twice daily, once near the middle of the day and once near the end of the day before the end of the school day. After that, rooms that had a reading over 1000 in the 2019-2020 school year and any room that was not tested in the 2019-2020 school year will be tested weekly. Any classrooms that have no readings above 1000 for three weeks in a row shall be tested monthly. If a room has a reading over 1000, then it will be tested weekly until it tests below a 1000 for three consecutive weeks. A log of these tests will be maintained on the Cambridge Public Schools' website. **If a room stays above 1000 for, at the most, a week, it won't be used again until mitigation factors can bring the levels down again, and that after one reading above 1000, teachers will be reminded of mitigation factors (HEPA filters, open windows, box fans).**

c. COVID Testing. A regular required testing program will be offered for all members of CEA Units A, B, C, D and E through a partnership with the Broad Institute and the Cambridge Public Health Department who are working in person. Members of CEA Units A, B, C, D and E will be provided details on how to sign up for free, required, initial/pre-work testing that will take place in Cambridge during the week of ~~August 24~~ **February 22nd**. Members will be sent instructions for making an appointment. Once results are available, participating staff will receive an email to register for a secure online test result portal where they can log in and view their results. Staff who test positive will also be contacted by the Public Health Department in their town of residence in order to facilitate contact tracing. ~~Another round of initial/pre-work testing will be scheduled prior to the return to in-person instruction for students.~~

Additionally, all members of CEA Units A, B, C, D and E working in person will be provided with free, required COVID-19 testing twice per week on site at school buildings. **The CEA will regularly inform and encourage all CEA members, both at the school and district level, to adhere to this testing requirement.**

CPS will work with school-based administrators and the Public Health Department to see what changes may be needed to address issues of testing accessibility.

The parties acknowledge that the Cambridge Public Schools is working with the Cambridge Public Health Department to offer a voluntary testing program for all in person students in grades four through twelve. Testing will be offered one time per week for all in-person students in grades four through eight (on days students are physically in school), and twice per week for all in-person students in grades nine through twelve (during weeks students are physically in school). The student testing program will be implemented as soon as realistically possible.

d. **Flu and COVID-19 Vaccines.** The Cambridge Public Schools will work with the Cambridge Public Health Department to determine the possibility of in school on site flu shots.

In order to deal with limited doses of COVID-19 vaccine, Massachusetts is triaging its limited vaccine supply with greater allocations being sent to regional mass vaccination sites like Fenway Park and smaller allocations being sent to local health agencies like Cambridge Public Health. Because of state protocol it is currently unknown whether it will be possible to have Cambridge Public Health run a specific vaccination clinic for CPS staff. If the state changes vaccine protocols, CPS will continue its efforts to encourage a Cambridge-based vaccination clinic for CPS staff. However, it should be fully understood that the possibility of such a clinic is beyond the control of CPS. CPS will timely inform all CPS staff in the event that Cambridge Public Health provides a vaccination clinic for CPS staff.

g. Walkthrough of School Buildings. The parties acknowledge that there was a joint walkthrough of 135 Berkshire Street in August 2020, and that walkthroughs of other school buildings were scheduled by mutual agreement of the parties to occur during October 2020 with a representative designated by the CEA and the Chief Operating Officer or designee. Any concerns noted by the CEA should be brought to the attention of the Chief Operating Officer in writing in order for a response to be provided within a reasonable period of time.

Additional walkthroughs will be scheduled during the weeks of February 8th and February 22nd prior to any expansion of in person instruction. If as a result of these walkthroughs any non-compliance with safety protocols is noted, or if there are changes to the spaces being used by students or staff it will be reported to the Infection Control Team.

l. Eliminating Unnecessary Entry into School Buildings. Non-essential CPS staff who are not assigned to a school building will not be allowed to enter without express permission of the Principal/Head of Upper School and confirmation that they will wear a face covering. Masks will be offered in case the visitor must gain access to the building but does not have an effective face covering. Once in the building, they will limit movement within the building and avoid movement during class breaks. All schools, with the assistance of Central Administration, will develop contactless delivery procedures using loading docks wherever possible. The principal/head of school will establish door entry and passage routes for staff that are entering the building to teach remotely from their classrooms, picking up materials, copying or printing materials, or attending meetings that could not be held remotely as detailed above in paragraph 6.

The principal/head of staff will remind staff of mask expectations, social distancing, one-way hallway protocols, movement, etc. whenever they grant permission to enter the building.

w. Maintaining Physical Separation. It is acknowledged and agreed by the parties that schools will provide six (6) feet of physical separation between individuals whenever possible and will utilize outdoor spaces whenever feasible. **When this is not practical for grades PreK – 5, distancing may be reduced to three (3) feet only when students are masked.** Within classrooms, desks will be positioned facing the front of the classroom and following distancing guidance as then in effect. Principals in conjunction with members of CEA Units A&B who are in their school for in person student learning will develop passing protocols to maintain this

distance when students are entering and exiting the building and moving through the school (including to and within restrooms) as best feasible. Specifically, members of CEA Units A, B, C, D and E and students will be educated about not mixing or lingering in hallways, and following one-way traffic patterns to minimize respiratory air exchange between groups.

z. **Coordination With Public Health Officials.** The parties acknowledge and agree that CPS will share daily attendance reports and trends with the Cambridge Public Health Department in order to monitor for any patterns of student or employee absences that could indicate a possible outbreak. CPS and the Public Health Department work collaboratively in all contact tracing efforts related to infected members of the CPS community, recognizing all patient and student privacy laws. **CPS will continue to post daily new cases, school closures, and current levels of metrics informing decisions on the Covid-19 dashboard.**

aa. **Emergency Building Closure Policy.** The parties acknowledge and agree that the Cambridge Public Schools will work in close coordination with the Cambridge Department of Public Health to make a determination regarding building closures based on the latest guidance and information available. The Cambridge Department of Public Health will conduct all contact tracing and notification of individuals who may need to self-quarantine due to a potential exposure. It is further acknowledged and agreed as soon as it is determined that an individual school must be shut down due to COVID-19, CPS facilities personnel will conduct thorough cleaning and disinfection, following the latest available guidance from the CDC and other health and safety experts.

As soon as it is determined that an individual school must be shut down due to COVID-19, Cambridge Public Schools will notify the school community, **including the school communities that share the same building**, as follows:

- Due to a confirmed case of COVID-19 and assessment by public health officials, all or part of the school will need to be closed for deep cleaning.
- Affected pods, groups or individuals are in the process of being contacted about the need to self quarantine and how to obtain COVID-19 testing.
- Whether the rest of the school community is believed to be at heightened risk at this time. • A reminder that those potentially affected will not be returning to work until they have received a negative COVID test or quarantined for the required time period. (Affected individuals will be personally reminded of specific guidelines).
- Specifics regarding areas of the school that will be closed, for how long, and when unaffected students/staff may return to the building.
- Plan for the time period while school is closed.

Translations of standard messaging will be prepared in advance of the opening of school to ensure these communications are ready to go as needed.

cc. 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. The Infection Control Teams will also communicate regularly with the CEA Health and Safety Committee.

CPS will compensate infection control team members when infection control teams meet outside of the regular work schedule of the individual team member. In cases where work occurs outside the work schedule, the following compensation will be paid: Unit A&B—\$500 flat stipend. Unit D & E—hourly rate up to 40 hours, time and a half for hours in excess of 40 hours. Unit C—hourly rate up to 8 hours per day and time and a half for hours in excess of 8 hours.

Additionally, for Unit C, D and E members, at the end of the school year, the district 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 issued no later than July 15, 2021.

The infection control team at the 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.

21. The parties acknowledge that the Building and Grounds Subcommittee of the School Committee has developed a COVID 19 Safety and Facilities Manual which includes metrics in connection with the reopening plan for those families that opt in to in-person instruction as set forth in the reopening plan and that the School Committee established contingencies with respect to the metric system that will be used in connection with its approval of reopening of the schools for the 2020-2021 school year. The ~~current~~ **prior** version of the metric system provides that if two of the three metrics exceed the threshold then the Cambridge Public Schools would go fully remote during the 2020-2021 school year. ~~Additional metrics would be developed if consideration was being given to bring additional students back into the school buildings for in-person learning above and beyond the model approved by the School Committee on August 6, 2020.~~ The parties further acknowledge that the School Committee has stated that it will review the metrics in late September 2020. **Consistent with the “Schools and Path to Zero” framework, CPS will continue to monitor all relevant COVID-19 data, including any in-school transmissions in the CPS, in order to make informed and timely decisions about possible quarantine or closure.**

22. The parties acknowledge and agree that educators are expected to follow normal classroom management procedures to address behavior that is outside of expected behavior for students. The parties further acknowledge and agree that for the 2020-2021 school year, in connection with the return to in-person instruction, classroom expectations will include wearing masks and maintaining social distancing of six feet apart. **When this is not practical for grades PreK – 5, distancing may be reduced to three (3) feet, only when students are masked.** The parties acknowledge and agree that CPS will provide educators with various strategies for educators to utilize in helping students to learn these new classroom expectations as well as to support families in helping students to learn and to reinforce these expectations if the students are attending school in person. If the strategies provided to educators are not successful, then educators may contact their building administrators for additional strategies and support.

23. *Additional Language:*

With the exception of those hired for a limited duration within the 2020-2021 school year (e.g. to cover for a staff member on medical or parental leave), extended-term substitutes and paraprofessionals currently in ETS roles hired due to COVID-19 will be maintained in those positions through the end of the school year.

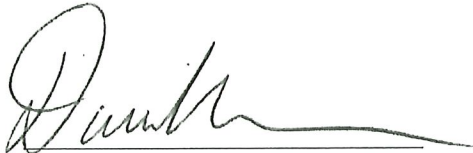
In-person paraprofessionals currently receiving the in-person paraprofessional differential who become the in-person support for a remote teacher will be paid at the ETS rate or their regular paraprofessional salary plus differential, whichever is higher.

Remote teachers who cannot work will be encouraged to post substitute jobs rather than providing asynchronous work. Substitute jobs posted on SubOnline will be clearly labeled as remote or in-person.

31. This Agreement will expire on June 30, 2021. The parties further recognize the fluidity of the current situation caused by this pandemic, and mutually agree to review the provisions of this Agreement ~~in December 2020~~ during the 2020-2021 school year as requested by either party based upon current public health conditions, including the implications of new COVID variants, and consistent with local, state and federal mandates. When it is known when the COVID-19 vaccine will be readily available to CPS staff, and upon the request of either party, the parties agree to meet to discuss any further modifications to this Agreement.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEE



Daniel Monahan
President
Cambridge Education Association

Dosha E. Beard
Executive Secretary to the
School Committee

Date: February 12, 2021

Date: _____

School Committee Order No. _____

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor