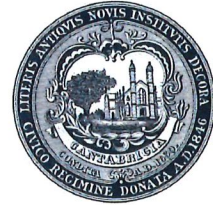


CAMBRIDGE PUBLIC SCHOOLS

22-26

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



February 15, 2022

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:


Approval of the Memorandum of Agreement between the Cambridge School Committee (the "Committee") and Association of Federal, State, County and Municipal Employees, Council 93, Local 1611 ("Local 1611") on COVID-19 vaccination and testing protocols

Recommendation: That the School Committee ratify and approve the Agreement between the Cambridge School Committee (the "Committee") and the Association of Federal, State, County and Municipal Employees, Council 93, Local 1611.

Description: This Agreement that was reached between the parties addresses the vaccination and testing protocols for members of the Local 1611.

Supporting Data: A copy of the Agreement between the Committee and the Local 1611.

Respectfully submitted,


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

Memorandum of Agreement between the
Cambridge School Committee and Association of Federal, State, County and Municipal
Employees, Council 93, Local 1611

This Memorandum of Agreement ("MOA" or "Agreement") is entered into between the Cambridge School Committee (hereinafter "Committee") and the Association of Federal, State, County and Municipal Employees, Council 93, Local 1611 (hereinafter "Local 1611") (hereinafter collectively referred to as "the Parties").

NOW THEREFORE, the Committee and the Local 1611 agree as follows:

1. All union members were required to be vaccinated as of October 5, 2021, including boosters now available unless they were granted an exemption for either health or medical reasons through the Cambridge Public Schools ("CPS") Office of Human Resources.
2. Effective as of Monday, February 28, 2022, any union member who is not vaccinated, even if such non-vaccination is with an exemption granted by the CPS Office of Human Resources, is required to be tested Monday through Thursday on school days for COVID-19. The Parties agree that Monday through Thursday of each week the COVID-19 tests will be offered in school buildings during the union members' scheduled shift if a nurse is available. The Parties also agree that results are received twenty-four (24) to forty-eight (48) hours after the test is performed. The Parties further agree that if a union member is in a positive pool they will need to take a rapid antigen test prior to the start of their next shift after the test results are received to determine the positive individual and that it may take more than one rapid test to determine which sample in a pool test is positive. The Parties agree that a union member will continue to report to work until such time as the positive case is identified. The Parties also agree that if the union member is positive they must enter a minimum five (5) day COVID-19 isolation period. The duration of the isolation period may change if the Centers of Disease Prevention and Control guidance concerning isolation periods changes, and if there are changes to the required isolation period, CPS will notify union members accordingly. Further, if the State provides to school districts new options for COVID-19 public health safety protocols beyond the current testing programs, CPS reserves the right to make a determination whether to adopt one or more of these options to replace or to supplement the testing protocols set forth above. CPS will make such determination in consultation with the Cambridge Public Health Commissioner or their designee, and if there are changes will notify the Local 1611 accordingly. As a result of the provisions set forth in this Agreement, the Local 1611 agrees that no grievances shall be filed in connection with the matters set forth herein.
3. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.

4. 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.
5. 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.
6. 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.
7. This Agreement shall sunset as of the last day of June 2022.

ASSOCIATION OF FEDERAL, STATE
 COUNTY AND MUNICIPAL EMPLOYEES
 COUNCIL 93 LOCAL 1611

CAMBRIDGE SCHOOL COMMITTEE



 Rick Tribuna
 President

 Ariel Kennebrew
 Executive Secretary

 Date

Order Number _____

Date _____

CITY OF CAMBRIDGE

 Louis A. DePasquale
 City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor