

## CAMBRIDGE PUBLIC SCHOOLS

22-60



135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141

April 26, 2022

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Memorandum of Agreement (MOA) between the Cambridge School Committee (the "Committee") and Cambridge Education Association (the "CEA") on reopening issues for the second semester of the 2021-2022 school year

Recommendation: That the School Committee ratify and approve the Memorandum of Agreement between the Cambridge School Committee (the "Committee") and Cambridge Education Association (the "CEA") on reopening issues for the second semester of the 2021-2022 school year.

Description: This Memorandum of Agreement that was reached between the parties addresses reopening issues for the second semester of the 2021-2022 school year.

Supporting Data: A copy of the Memorandum of Agreement (MOA) between the Cambridge School Committee (the "Committee") and Cambridge Education Association (the "CEA") on reopening issues for the second semester of the 2021-2022 school year

Respectfully submitted,

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

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

This Memorandum of Agreement is entered into between the Cambridge School Committee (hereinafter “Committee”) and the Cambridge Education Association (hereinafter “CEA” or “Association”) (hereinafter collectively referred to as “Parties”).

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

**1. Health, Safety, and Facilities Working Group**

The Association, the Committee and the District 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 and/or changed guidance from the Cambridge Public Health Department, DESE, and CDC through the end 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 District 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 individuals who arrive at a building without one.

Unit 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.

The mask requirement for masks to be universally required indoors in CPS will be in place in accordance with the Commonwealth of Massachusetts and City of Cambridge requirements for the use of masks. This requirement for CPS will extend through at least March 7, 2022. If the Commonwealth of Massachusetts and City of Cambridge removes the requirement for the use of masks indoors before the end of the 2021-2022 school year, CPS reserves the right to determine whether to continue the requirement for the use of masks indoors and will make such determination after consultation with the Health, Safety and Facilities Working Group.

### 3. Testing

- Once-weekly pool testing will be available for employees within their respective CPS school building. In a pool 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) actually carrying COVID-19.
- All employees who are members of the CEA will be provided with two at-home rapid, antigen COVID-19 tests every other week that school is in session, only if the unit members sign the consent form required by the Commonwealth of Massachusetts to participate in this state rapid testing program. The number of tests provided and frequency of distribution of supplies is dependent on the Commonwealth's delivery of supplies and may be adjusted if the Commonwealth makes any adjustments in the program.
- Participation in the state rapid testing program is required for all employees who are members of the CEA who are unvaccinated. The number of tests and the frequency of tests may be adjusted if the Commonwealth of Massachusetts makes any such adjustments in its program. If a unit member has tested positive in the last ninety (90) days, they should refrain from using the rapid test unless they are still showing COVID-like symptoms. If public health guidance on the use of these tests by recently positive individuals changes, CPS will make adjustments accordingly and notify unit members. It is incumbent upon the positive employee to restart testing after this ninety (90) calendar day period.
- Unvaccinated unit members will be required to participate in weekly pool testing, which may not be scheduled at the convenience of the employee and fully vaccinated unit members may participate in weekly pool testing on a voluntary basis, which may not be scheduled at the convenience of the employee. CPS reserves the right to withdraw from the State's pool testing programs at any time. Further, if the State provides new options for public health safety beyond the current pool testing programs, CPS reserves the right to make a determination whether to adopt one or more of these options. CPS will make such determination in consultation with the Cambridge Public Health Commissioner or their representatives.
- Symptomatic testing will also be offered on-site for individual employees who develop symptoms during the day. If there are changes in guidance regarding symptomatic testing from either the Center for Disease Prevention and Control, the State or any of its agencies or departments or from the Cambridge Public Health Department, CPS reserves the right

to align itself with the new guidance or protocols and will notify union members accordingly.

- If an unvaccinated employee tests positive for COVID-19 they will be exempted from the testing program for ninety (90) calendar days from the date of the positive test. It is incumbent upon the positive employee to restart their daily testing after this ninety (90) calendar day period.
- The CEA will regularly inform and encourage all CEA members, both at the school and district 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 has 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 Principal, but at least twice a month. All infection control teams will meet before or after the student school day. The district 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 infection control team members 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 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 paid on June 30, 2022.

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.

## **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 change 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 Principal will make information about the equivalent air exchanges per hour of each room 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.

Starting in January 2022 rooms will be tested once weekly for CO2 levels during the time period near the middle and end of the school day. If a room has a CO2 reading over 1000 ppm, then it will be tested weekly until it tests below 1000 ppm for three consecutive weeks. In addition, the educator will be notified and mitigation measures will be suggested. If any room tests over 1000 ppm for three consecutive weeks, then it will not be used until mitigations are in place to ensure lower CO2 levels. Once the room goes back into use, it will be tested twice daily for two weeks. Any classrooms that have no readings above 1000 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 School District will allow the use of five (5) days of Cambridge emergency paid sick leave (EPSL) for COVID-19 related reasons through July 30, 2022 (hereinafter "Cambridge EPSL"). Cambridge EPSL time may be used (1) if employee has been diagnosed with COVID; (2) employee to get a medical diagnosis, care, or treatment for COVID symptoms; (3) employee to get or recover from a COVID immunization; (4) if employee is subject to a quarantine order by state or local authority or the school district; (5) inability to work remotely due to COVID symptoms; or (6) care for a family member diagnosed with COVID; needs medical diagnosis, care, or treatment for COVID symptoms; or subject to a quarantine order by state or local authority or the family member's employer. Cambridge EPSL time will be inclusive of any paid time eligible under the Massachusetts Emergency Paid Leave Sick (EPSL), which expires on April 1, 2022.

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 his/her/their own COVID-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-related quarantine are not required to work remotely but have the option to do so with their supervisor's approval.

Fifty (50) days will be added to the Unit E Paraprofessional Sick Leave Bank. These days will expire on July 31, 2022.

### **8. Learning for Students When Not Physically in School for COVID Related Reason**

- a. When individual students are absent due to COVID-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-related quarantine to remotely attend class, and must provide such students with access to asynchronous instructional materials, 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 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. Educators also are expected to engage with students who are absent for five (5) or more days due to COVID related quarantines to provide on-going educational support for these students.
- 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, the employee must be fully vaccinated before September 30, 2021, and also be required to obtain a booster COVID vaccine shot.

The parties agree that an employee who fails to provide proof of COVID vaccination (defined below) by September 30, 2021, without a recognized exemption or valid justification as determined by the school district is required to be test in accordance with the provisions of paragraph 3 above.

**Proof of Vaccination.** To establish that employees have received the COVID 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 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 employer will inform the employee whether or not the district is able to reasonably accommodate a medical or religious exemption request or needs additional information from the employee before making a determination.

The district will inquire with the Cambridge Public Health Department whether the Department can make flu vaccine 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&B for instructional materials used during the closure of school buildings during the COVID-19 pandemic and all reimbursements sought for under this additional fifty dollars (\$50.00) must 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 for the limited purpose of negotiating the impact of that requirement.



This Memorandum of Agreement shall sunset as of the last day of June 2022.

CAMBRIDGE EDUCATION ASSOCIATION

CAMBRIDGE SCHOOL COMMITTEE

\_\_\_\_\_  
Daniel Monahan, President

\_\_\_\_\_  
Ariel Kennebrew  
Executive Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_

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

CITY OF CAMBRIDGE

\_\_\_\_\_  
Louis A. DePasquale  
City Manager

Approved as to form:

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Nancy E. Glowa  
City Solicitor