

April 26, 2022

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:


Approval of the Memorandum of Agreement between Cambridge School Committee and the Cambridge Professional Safety Specialists Association Regarding COVID-19 Vaccination and Testing Protocols

Recommendation: That the School Committee ratify and approve the Agreement between the Cambridge School Committee and the Cambridge Professional Safety Specialists Association.

Description: This Agreement that was reached between the parties addresses the vaccination and testing protocols for members of Cambridge Professional Safety Specialists Association.

Supporting Data: A copy of the Agreement between the Committee and the Safety Specialists Association.

Respectfully submitted,


Victoria L. Greer, PhD
Superintendent of Schools

Memorandum of Agreement between the
Cambridge School Committee and the Cambridge Professional Safety Specialists Association

This Memorandum of Agreement ("MOA" or "Agreement") is entered into between the Cambridge School Committee (hereinafter "Committee") and the Cambridge Professional Safety Specialists Association (hereinafter "Safety Specialists") (hereinafter collectively referred to as "the Parties").

NOW THEREFORE, the Committee and the Safety Specialists 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 Wednesday, May 18, 2022, any union member who is not vaccinated, even if such non-vaccination is with an exemption granted by the Cambridge Public Schools Office of Human Resources, is required to be tested.

Once-weekly pool testing will be available for Safety Specialist union members within their respective Cambridge Public Schools school building, which may not be scheduled at the convenience of the employee. If a pool tests positive, follow up testing is performed to identify specific individuals(s) actually carrying COVID-19.

Unvaccinated Safety Specialist union members will be required to participate in weekly pool testing, and all scheduled shifts will be covered if a nurse is available. On the rare occasion that a Safety Specialist union member is not able to participate in pool testing, an at-home rapid antigen COVID-19 test will be provided to the unit member and the unit member must provide proof of the results of the test upon request. 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. The Cambridge Public Schools reserves the right to withdraw from the State's testing programs at any time. Further, if the State provides new options for public health safety beyond the current testing programs, the Cambridge Public Schools reserves the right to make a determination whether to adopt one or more of these options. The Cambridge Public Schools will make such determination in consultation with the Cambridge Public Health Department or their representatives and if there are changes will notify the Safety Specialists accordingly.

In addition, all Safety Specialists union members will be provided with supplies to conduct at-home rapid antigen COVID-19 testing each week that school is in session only if the Safety Specialists union members sign the consent form required by Commonwealth of Massachusetts ("Commonwealth") to participate in this state rapid testing program. The number of tests provided and the frequency of distribution of supplied tests 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 Safety Specialists union members who are unvaccinated. The number of tests and the frequency of tests may be adjusted if the Commonwealth makes any such adjustments to its program. If a Safety Specialist union 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, the

Cambridge Public Schools will make adjustments accordingly and notify Safety Specialist union members. It is incumbent upon the positive employee to restart testing after this ninety (90) day calendar day period or be subject to discipline.

The Parties also agree that if a Safety Specialist union member is positive for COVID-19 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, the Cambridge Public Schools will notify union members accordingly.


Additionally, 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 testing after this ninety (90) calendar day period or be subject to discipline.

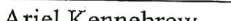
As a result of the provisions set forth in this Agreement, the Safety Specialists agree that no grievances shall be filed in connection with the matters set forth herein.

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.

Cambridge Professional Safety
Specialist Association

Cambridge School Committee


Alicia Bairos
President


Ariel Kennebrew
Executive Secretary

4/7/22
Date

Order Number _____

Date _____

City of Cambridge

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor