



November 17, 2020

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the Cambridge Education Association Units A, B, C, D and E Regarding Reopening of Schools for the 2020-2021 School Year

- Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Education Association Units A, B, C, D, and E regarding the reopening of schools during the 2020-2021 school year during the COVID-19 pandemic.
- Description: This Agreement addresses issues and concerns related to the reopening of schools during the 2020-2021 school year.
- The total cost of this agreement is \$1,160, 650.00.
- Supporting Data: Attached is the Agreement between the Cambridge School Committee and Cambridge Education Association Units A, B, C, D and E regarding the reopening of schools during the 2020-2021 school year.

Respectfully submitted,

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

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**AGREEMENT BETWEEN THE CAMBRIDGE SCHOOL COMMITTEE
AND THE CAMBRIDGE EDUCATION ASSOCIATION
REGARDING REOPENING OF SCHOOLS FOR THE 2020-2021 SCHOOL YEAR
DURING COVID-19 PANDEMIC**

This Agreement is entered into on November __, 2020 by and between the Cambridge School Committee (hereinafter (“Committee”) and the Cambridge Education Association Units A, B, C, D and E (hereinafter collectively “Association”) with respect to the reopening of schools for the 2020-2021 school year during the COVID-19 pandemic.

WHEREAS, the parties understand that the COVID-19 pandemic is an extremely fluid situation and that schools are reopening during the 2020-2021 school year in accordance with guidance from the state and public health officials.

NOW THEREFORE, the Cambridge School Committee and the Cambridge Education Association agree as follows:

1. The Committee and the Association acknowledge and agree that the school days during the 2020-2021 school year are considered workdays for all Cambridge Public School employees whether staff are assigned to working remotely or in person.
2. All members of Units A, B, C and E who work in eleven month programs are expected to fulfill their duties and job responsibilities for these eleven month programs as directed by their supervisors, and those members of Units A, B, C and E who work the extended learning time hours in the King School and Fletcher Maynard Academy extended learning time programs are expected to work additional time consistent with the longer school day at their schools as directed by the Principal or other school administrator whether assigned to working remotely or in person. All building substitutes, general substitutes and extended term substitutes who are members of Unit D are expected to fulfil their duties and responsibilities as directed by their supervisors.
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. The CEA maintains all bargaining rights should the model be adjusted.
4. All members of Units A, B, C and E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, who are working remotely are expected to make themselves available to families and/or students via remote technological means as directed by their supervisors (any reference to “supervisors” includes direct supervisors, principals, assistant principals, or other administrators). Additionally, all members of Units A, B, C and E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, are expected to check and respond to their email within forty-eight (48) hours and respond to communications from their supervisors or designees promptly, participate in professional learning opportunities, staff meetings, department meetings, and grade level and interdisciplinary team meetings as directed by their supervisors, and otherwise fulfill duties and responsibilities via remote technological means as directed by their supervisors, and otherwise provide assistance, and respond to any and all supervisory requests. Furthermore, those unit members with Cambridge Public Schools’ telephone numbers, whether landline, cell phone or both, are expected to also check and respond to voice mail regularly throughout the day. Routine required staff meetings that are conducted online will not be recorded and school staff will be

responsible for the content of those meetings. However, meetings or portions of meetings in which there are trainings or other presentations made to school staff for purposes of professional learning may be recorded in order to be accessed asynchronously by staff who cannot attend or for other professional learning opportunities provided by the school department. The parties acknowledge and agree that unit members may work outside of normal working hours, including online meetings with students and parents, as long as the times are mutually agreeable. The parties also acknowledge and agree that working outside of normal working hours as detailed in the preceding sentence will have no effect on the unit members pay as long as the total hours worked remains the same as contractually required hours.

5. During the 2020-2021 school year, the parties acknowledge and agree that the Office of Student Services will continue to monitor the following: (i) estimated number of initial assessments; (ii) estimated number of re-evaluations, (iii) district and school average of initial and re-evaluations, (iv) estimated number of students per caseload with an understanding that each student's IEP is unique and caseloads cannot be determined by the number of students alone; and (v) whether students are remote or in person. The parties further acknowledge and agree that caseloads are not grievable.

The parties acknowledge that the priority focus of Unit A members of Office of Student Services staff should be the delivery of special education and related services to students.

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 will receive an additional sixty (60) minutes per week to be scheduled, at the discretion of the principal, for educator-directed collaboration time.

7. Members of Units A&B and E who are working remotely may schedule with their principal/head of upper school times to access district designated classrooms in school buildings in order to be able to conduct remote classes from a classroom setting. The parties acknowledge and agree that due to space

constraints and health and safety considerations that the classrooms designated by the school district may not be at the unit members regularly assigned classroom and that access to designated classrooms will be on a space available basis. Members of Unit A may make arrangements with school principal or head of upper school to access materials after school hours if classroom is in use. Members of Units A&B and E who are working remotely may also make arrangements with school principal or head of upper school if they need to have materials copied or printed. The parties further acknowledge that while members of Units A&B will not be required to teach remote instruction from classrooms these members of Units A&B may be asked, with as much notice as is practicable under any given situation, to come into school buildings as deemed necessary by their principal, head of upper school or supervisor to meet with parents/guardians/caregivers, students or other individuals regarding particular matters, to conduct evaluations or assessments or to attend IEP team meetings or other meetings to address the educational needs of students and may also be redeployed, including without limitation, to support in person instruction in emergency situations or other highly unusual circumstances. Whenever possible, consultation or small meetings will take place outdoors. If an indoor space must be used, there must be enough space for 6' of physical distance to be observed. Appropriate face covering will be expected and masks or shields must be worn when speaking. When meetings must be held in person, schools will ensure adequate amplification to ensure speakers do not raise their voice.

8. For the period of March 1, 2020 through February 28, 2021, 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 one hundred dollars (\$100.00) 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 one hundred dollars (\$100.00) must have been purchased during the period of March 1, 2020 through February 28, 2021. Further, parties acknowledge and agree that this extends the sunset provision in the prior school closure agreement so that this additional one hundred dollars (\$100.00) increase in the instructional materials reimbursement amount will now sunset as of February 28, 2021 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 \$550.00 (five hundred and fifty dollars) during the time period of March 1, 2020 through February 28, 2021.

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 2020-20201 school year is August 31, 2020.

10. Members of Units A, B, C, E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, who are unable to perform their duties and responsibilities at any time during the 2020-2021 school year shall inform their supervisor who may, in their sole discretion, approve possible adjustments and also should notify the Office of Human Resources and request a leave or reasonable accommodations, if necessary through established policies and procedures. Members of Units A, B, C, E and building substitutes, general substitutes and extended term substitutes who are members of Unit D may also request reasonable accommodations through the Office of Human Resources and established policies and procedures for seeking such reasonable accommodations.

11. The parties acknowledge and agree that the procedures for use of leave time as set forth in the memorandum issued by the Chief Talent Officer on August 18, 2020, including referenced documents, applies to members of CEA Units A, B, C, D and E with respect to accruals, use of sick time and leaves

related to COVID-19 through December 31, 2020. A true copy of this memorandum attached hereto as **Attachment A**. The parties further acknowledge and agree that for members of CEA Units A, B, C, D and E, the two-week emergency paid sick leave, which by law sunsets on December 31, 2020, shall be extended until July 31, 2021. The parties further acknowledge and agree that if during the 2020-2021 school year, the Cambridge Public Schools closes a school building or classroom(s) and instructs members of CEA Units A, B, C, D and/or E to quarantine, members of CEA Units A, B, C, D and E will work remotely during the quarantine period. The parties further acknowledge and agree that if a member of CEA Units A, B, C, E and building substitutes and extended term substitutes who are members of Unit D took a leave pursuant to the provisions of the federal Family and Medical Leave Act during the 2019-2020 school year that they still will be eligible to apply for emergency family and medical leave under the provisions of the federal Families First Care Act through December 31, 2020. The parties further agree that the provisions of this paragraph with respect to emergency paid sick leave and the emergency Family and Medical Leave Act shall sunset as of dates set forth in this paragraph and shall not be considered a precedent or established term of agreement by the parties.

12. The parties acknowledge and agree that any timelines with respect to posting of positions that are set forth in any CEA collective bargaining agreements are waived for the 2020-2021 school year and that the timeline for the positing of positions that are set forth in any CEA collective bargaining agreements will be five days for the 2020-2021 school year.

13. With respect to transfers, the parties acknowledge and agree that CPS will, to the extent feasible, seek volunteers for transfers of school, grade or subjects by issuing a notice of vacancy for such positions via CPS email to all staff. If no qualified Unit A member volunteers within two days of the issuance of the notice of vacancy, then CPS will simultaneously post the position and initiate the transfer process in accordance with the provisions of Article II Sections B-1 and B-2 of the Units A&B collective bargaining agreement and that the remaining provisions set forth in the Units A&B collective bargaining agreement with respect to involuntary transfers are waived for the 2020-2021 school year. The parties further acknowledge and agree that if a member of Unit A or Unit B transferred to a position to provide direct instruction to students (whether a Unit A or Unit E position), such member shall not experience a reduction in their current level of pay (for example, if a Unit B member is transferred to provide direct instruction to students, the Unit B member would continue to be paid their Unit B salary). In the absence of volunteers, building principals or the Office of Student Services, as applicable, will make assignment decisions based on the match of educator skills and student needs. To the extent feasible, staff will be given five (5) days' notice of any transfer and will be given one (1) duty free day within any notice period given to the staff member in order to prepare for their new assignment.

The parties further agree that any provisions in the Units C and E collective bargaining agreements with respect to transfers are waived for the 2020-2021 school year and with respect to transfers, the parties acknowledge and agree that CPS will, to the extent feasible, seek volunteers for transfers of school, grade or subjects by issuing a notice of vacancy for such positions via CPS email to all staff. If no qualified unit member volunteers within two days of the issuance of the notice of vacancy, then CPS will simultaneously post the position and initiate the transfer process. To the extent feasible, staff will be given five (5) days' notice of any transfer.

Additionally, the parties acknowledge and agree that given the unique circumstances presented by the pandemic during the 2020-2021 school year that all school staff, including without limitation members of CEA Units A, B, C, D and E may be asked to fill in and provide assistance where needed on a temporary basis, including without limitation, providing support to students and families and supporting student learning. Staff will not be asked to perform such duties outside of their regular work hours without additional compensation and the duties/expectations for their permanent position will be adjusted if necessary to allow time for these other duties to be performed. The parties further

acknowledge and agree that the decision for the school staff to performing such work and filling in to support students and families in such a manner shall not be grievable.

14. The parties acknowledge and agree that professional development scheduled for September 1, 2020 shall be conducted remotely. The parties also acknowledge and agree that the nine (9) hours of time reserved for professional development during the week of August 24, 2020 will not be utilized. The parties acknowledge and agree that on September 2, 2020 and on September 3, 2020 half of the day will be scheduled with principals/heads of upper schools for members of Unit A to go into their classrooms and the other half of each day will be scheduled for teacher directed professional development. The parties also acknowledge and agree that professional development that is offered during the course of the school year will be a combination of both remote and in person. In-person professional development will follow current protocols for mask wearing and social distancing. Additionally, the parties acknowledge that to the extent feasible, five (5) days' notice will be provided for any in person professional development that is offered during the course of the 2020-2021 school year, and that any in person professional development will, to the extent feasible, be conducted outside.

15. Parent Teacher Conferences, Curriculum Nights, Open Houses and IEP meetings will be conducted remotely during the 2020-2021 school year. The parties acknowledge and agree that, on occasion, IEP meetings and parent teacher conferences may need to be scheduled in person in order to accommodate the needs of parents/guardians/caregivers and/or students who have accessibility issues and to the extent feasible, educators will be provided with as much notice as is practicable under any given situation.

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 2020-20201 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 work day at their hourly rate of pay.

17. The parties acknowledge that the CRLS arts building is expected to be cleaned by the end of October 2020 and a walkthrough will be conducted with the CEA in accordance with paragraph 20(g) below. The areas of the War Memorial building and high school field house still under control of the City of Cambridge Public Health Department will be returned to the school department on or about November 1, 2020. The parties also acknowledge the areas of the War Memorial that have been returned to the school department have been cleaned and disinfected by a third party hired by the City and were subsequently cleaned again by the school department, and a walkthrough will be conducted with the CEA in accordance with paragraph 20(g) below. The parties acknowledge that the CRLS parking garage will be available for use by September 2, 2020.

18. The parties acknowledge and agree the following understanding with respect to the class size provisions set forth in the CEA Units A&B collective bargaining agreement during the 2020-2021 school year. For Unit A members at the Pre-School/Special Start, Junior Kindergarten/Kindergarten and First Grade Level providing in person instruction, class size will remain the same as set forth in the collective bargaining agreement although, at the start of the 2020-2021 school year, their students may be spaced out between one or more physical classrooms in order to meet federal, state and local public health mandates. In those situations, a member of Unit E will provide support to the students in one of the

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physical classrooms while the Unit A member is providing instruction in the other physical classroom along with a member of Unit E providing support to students in this same classroom and then during the course of the school day the Unit A and Unit E members will change physical classrooms to continue to support and provide instruction to students.

In acknowledgement of the additional duties that will be performed by Unit E members supporting in person student learning during the 2020-2021 school year, the parties acknowledge and agree all members of Unit E who are working to support in person student learning in a Unit E position will be paid a differential of \$18.00 (eighteen dollars) per day for each day of work performed in person. Payments of this differential will be made on a quarterly basis during the course of the 2020-2021 school year. In addition, all Unit E members who are on a team of one teacher and two paraprofessionals supporting in person instruction in two classrooms will be paid a differential of \$12.00 (twelve dollars) a day. Whenever, a Unit E member is substituting for a teacher then the substitute teaching differential will apply and this differential will not apply. This differential will be retroactive to the first day of in-person instruction.

Additionally, members of Units A and E who are working in-person in grades Pre-School classrooms, Junior Kindergarten through Grade 3 classrooms, in SEI classrooms or in substantially separate classrooms will, as of the date of the ratification of this Agreement, be paid for one and one half hour (1½) of collaboration time per week that school is in session for in person learning at their discretion. This collaboration time will occur outside of the regular work day for members of Units A and E and will be directed by and scheduled at a mutually agreeable time by the participating Unit A and E members who are working in person. Unit A members will be paid at the rate of \$30.00 (thirty dollars) per hour and Unit E members will be paid at the rate of \$20.00 (twenty dollars) per hour. Payments of this differential will be made on a quarterly basis during the course of the 2020-2021 school year upon submission of documentation to the school principal that such collaboration meetings have been held.

19. The parties acknowledge and agree that for staff who are working remotely observations will be conducted of both live and recorded instruction and for the staff who are working in person, evaluators will wear masks and maintain social distancing when conducting observations in connection with evaluations. With respect to the timelines for evaluations for Units A&B the parties agree as follows: The completion dates in Section 20 of Appendix D of the Units A&B collective bargaining agreement shall be revised as follows:

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators, educators to explain evaluation process	November 17
Evaluator meets with first-year educators to assist in self-assessment and goal setting process.	
Educator submits self-assessment and proposed goals.	November 30
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative	
Evaluation Report Meeting in prior school year)	November 30
Evaluator completes Educator Plans	December 15

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Educators on one year Education Plans submit evidence	January 30
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 15
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	March 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 15
Evaluator completes Summative Evaluation Report and Formative Evaluation Report for those on 2-year plans	May 1
The completion dates in Subparagraph B of Section 20 of Appendix D of the Units A&B collective bargaining agreement shall be revised as follows:	
Unit B Administrators	
Unit B Administrators will be evaluated in accordance with the Standards of Effective Administrative Leadership	
Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and administrators to explain evaluation process	November 17
Evaluator meets with first-year New Administrators to assist in self- assessment and goal setting process	November 30
Administrator submits self-assessment and prepared goals	November 30
Evaluator meets with Administrator	November 30
Administrator submits evidence of effective administrative practice	April 15
Evaluator completes Summative Evaluation Report	May 1
Evaluator meets with Administrator whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 15
Evaluator meetings with Administrator whose overall Summative Evaluation ratings are Proficient or Exemplary at the request of the Evaluator or Administrator	By end of the school year
Evaluator and Administrator sign Summative Evaluation Report	May 1 or within five (5) days of receipt

The remaining timelines set forth in Appendix D of the Units A&B collective bargaining agreement shall remain unaltered.

The parties further acknowledge and agree that during the 2020-2021 school year that the evaluation process will be streamlined to have only one (1) student learning goal and one (1) professional practice goal aligned with the Focus Indicators identified by the Massachusetts Department of Elementary and Secondary Education for usage during the 2020-2021 school year for the evaluation of educators and administrators. In addition, the rubrics used in the evaluations will be streamlined to only include the Focus Indicators identified by the Massachusetts Department of Elementary and Secondary Education for usage during the 2020-2021 school year for the evaluation of educators and administrators. The parties further acknowledge and agree that educators are expected to upload evidence related solely to observations, feedback, or application of a recommended practice at their discretion and when asked by their evaluator.

Effective as of the date of this Agreement, there will be a conversation between the evaluator and educator after any observation that is included in TeachPoint if the evaluator has any concerns about the educator’s practice or upon request of the educator.

Due to the unique nature of remote teaching, evaluators will notify educators who are providing remote instruction to students by the beginning of the school day of any observation associated with an evaluation during the course of the 2020-2021 school year.

Evaluators will make every effort to minimize disruption while observing classrooms. The use of chat space by an evaluator during remote instruction to provide assistance to an educator will not be considered a disruption. The remaining provisions set forth in Appendix D of the Units A&B collective bargaining agreement with respect to educator evaluation remain unaltered.

As soon as practicable after the ratification of this Agreement by both parties, the Cambridge Public Schools and the CEA will co-develop and implement a two (2) hour training for evaluators and CEA Executive Board representative regarding evaluating educators in a remote setting.

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

a. Protective Equipment. CPS will provide all unit members who are working in person with seven (7) medical-grade masks. All Unit members may also use their own personal face masks for their own comfort. Facemasks will be replenished for unit members as requested by them. CPS also will provide unit members, to the greatest extent possible, with one (1) virus shield, which is washable and reusable, guaranteeing first that Unit A and E members receive face shields if they will be working with students who may struggle with mask/face covering requirements (including young children and children with certain disabilities or medical conditions) and students and individuals for whom viewing facial expressions is especially important (many disabilities) and who provide diapering and toileting supports to students, as with Unit A and E members who are interventionists, ESL educators and other staff who provide pull-out instruction services to students. 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.

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 in person instruction 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.

c. COVID Testing. A regular surveillance testing program will be offered for all staff, including members of CEA Units A, B, C, D and E, through a partnership with the Broad Institute and the Cambridge Public Health Department. Members of CEA Units A, B, C, D and E will be provided details on how to sign up for free, voluntary, initial/pre-work testing that will take place in Cambridge during the week of August 24. Members will be sent instructions for making an appointment. Testing is voluntary and optional. Once results are available, participating staff will receive an email to register for a secure online test results 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, in collaboration with the Cambridge Public Health Department and the Broad Institute, all school staff working in-person will be provided with free, voluntary COVID-19 testing twice per week on site at school buildings.

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

e. Bathrooms. Bathrooms will be cleaned frequently. High touch areas in bathrooms will be sprayed using a non-toxic EPA cleared spray and left to dry. Staff bathrooms in school buildings will be cleaned daily and checked once an hour during the school/work day.

f. Plexiglass barriers. Plexiglass barriers will be installed in front of the desks of clerical staff in school buildings. Plexiglass dividers will also be provided for members of Unit A that are conducting evaluations of students and for members of Units A and E who are conducting small group work with students and who cannot maintain the required six feet of social distancing separation.

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 will be 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.

h. Daily Health Checks. The daily health check for staff and students who are in person will be consistent with the daily health check requirements set forth by the Centers for Disease Control as then in effect during the 2020-2021 school year. The current daily health checklist is: 1. Have any symptoms of COVID-19, 2. Have tested positive for COVID-19 and have not yet been cleared to return to work/school by a medical professional. 3. Are a contact of someone confirmed to have COVID-19 within the past 14 days. 4. Have traveled to areas affected by the Massachusetts Travel Ban within the past 14 days.

i. Access to Materials In the Event of a Shut-Down. In the event that CPS cannot give advance notice of a shutdown of either a school or the school district, CPS will work with the Cambridge Public Health Department to determine when, consistent with any state orders that are in place, it would be safe for staff to enter the building.

j. Utilizing Outdoor Space. The parties acknowledge and agree that each school will develop clear protocols and schedules for best utilizing outdoor space.

k. Staff Meetings. Larger staff meetings will be conducted virtually. Whenever possible, consultations or small meetings will take place virtually or outdoors. If an indoor space must be used, there must be enough space for 6' of physical distance to be observed. Appropriate face covering will be expected and masks or shields must be worn when speaking. When meetings must be held in person, schools will ensure adequate amplification to ensure speakers do not raise their voice.

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 (unless medically exempt). 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.

m. Parent/Guardian/Caregiver Meetings and Visits to School. When it is necessary for parents/guardians/caregivers to attend a gathering at their child's school all meetings shall be held virtually/remotely. This includes back-to-school nights, open houses, school councils, booster organization meetings and other group meetings with parents/guardians/caregivers. Outdoor meetings may be considered for very small groups, such as parent-teacher conferences, when mutually agreed to by all participants.

n. Isolation and Discharge of Students Who Develop Symptoms During the Day. The parties acknowledge that any child who becomes ill, regardless of symptoms, must report to the nurse immediately, who will contact the parent/guardian/caregiver for pickup. A specific, additional "Get Well Room" will be maintained apart from the nurse's regular area with staff from the Cambridge Public Health Department.

o. Protocol for Staff Members Who Develop Symptoms While at School. A member of CEA Units A, B, C, D or E who develops symptoms during the day must notify their department head or principal/head of upper school in order to arrange backup supervision of students and leave as soon as possible. Employees who develop symptoms while still at home should obtain testing at their nearest and most convenient location. If they face delays in obtaining a test, they may contact the School Nurse and the Cambridge Public Health Department will provide instructions on how to obtain a free test through the City of Cambridge.

p. Return to Work or School. Any member of CEA Units A, B, C, D and E who answers YES to any question on the daily health checklist must follow the procedures described in Appendix 1 of the Cambridge Public Schools COVID-19 Safety and Facilities Manual.

q. Employee Absences. The parties acknowledge that to encourage and support members of CEA Units A, B, C, D and E to stay home when sick, CPS has communicated information regarding the expanded paid sick leave benefits available under the federal Families First Coronavirus Response Act, as well as other sick leave benefits that are available. The parties acknowledge that CEA unit members can access this information on the employee-only Staff Hub site.

r. Procedures to Ensure Frequent Hand Washing. The parties acknowledge and agree that all students and staff must engage in frequent handwashing, including upon arrival, after recess, before and after meals, after bathroom use, after coughing or sneezing, and before dismissal. Soap dispensers and disposable towels will be stocked, and supplemental hand sanitizer will be made available throughout the building. Signage will be posted in schools with reminders that appropriate public health practices call for individuals to use soap and water to wash all surfaces or their hands for at least 20 seconds, wait for visible lather, rinse thoroughly, and dry with an individual disposable towel.

s. How to Cough or Sneeze. It is acknowledged and agreed that school staff, including members of CEA Units A, B, D and E will need to teach proper coughing and sneezing etiquette when wearing a mask to students who are attending school in person. Both CEA unit members and students who experience any coughing or sneezing while in school must wash their hands and change to a clean mask at the next opportunity. Masks are available in the main office of each school. If coughing is repeated, students should be evaluated by the school nurse and possibly sent home and tested for COVID-19 if determined to be appropriate. Members of CEA Units A, B, C, D and E should arrange for coverage and leave in order to be tested.

t. Difficult-to-Clean Classroom Materials. It is acknowledged and agreed that members of CEA Units A, B, C, D, and E are expected to do their best to limit objects that require or allow multiple hands on them and are requested to wipe down any materials that have to be in the room on a fairly frequent basis. Going further, wherever possible, non-educational items that are touched frequently by multiple hands and can't be wiped clean will be removed from the classroom. It is also acknowledged and agreed that principals will work with their Pre-K, JK and Kindergarten teachers on specific procedures to allow for safe rest time in their classrooms, including more frequent cleaning of classroom floors and ensuring items in cubbies do not touch items belonging to other students.

u. Protocols for Cleaning Facilities Under Standard Conditions. It is acknowledged and agreed that CEA Units A, B, C, D and E members are encouraged to consider cleaning and disinfecting procedures when making decisions about shared materials and items that are difficult to clean. Floors in all common areas will be washed daily. Classroom floors will be washed a minimum of twice per week and more frequently if required. All rooms in which food is eaten will be swept daily.

It is also acknowledged and agreed that members of CEA Units A, B, C and E will be given basic cleaning supplies, which they may use at their discretion to complement the cleaning conducted by CPS custodial staff.

It is also acknowledged and agreed that high touch areas, such as door knobs, railings, light and water fixtures, elevator buttons, counters, chair arms, phones in common areas will be sprayed using a nontoxic, EPA-approved disinfectant regularly throughout the day. The surface will be left to air dry, unless it has to be used immediately, in which case it will be wiped down.

v. Ventilation. It is acknowledged and agreed by the parties that any classroom that does not have an air exchange of 2.5 or greater as detailed in the August 17, 2020 report completed by the independent engineering firm that was retained by the school department to conduct an independent review of existing ventilation systems will have a HEPA filter that has the equivalent of 2.0 air exchanges placed in the room. The HEPA filters will be changed on a schedule as called for by the manufacturer. The parties also acknowledge that box fans will also be provided to increase air intake from windows, and in accordance with public health recommendations windows should be open whenever possible to a maximum of four inches as allowed by the building code.

w. **Maintaining Physical Separation.** It is acknowledged and agreed by the parties that schools currently will provide six (6) feet of physical separation between individuals whenever possible and will utilize outdoor spaces whenever feasible. 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.

x. **Utilizing Outdoor Space.** It is acknowledged and agreed that in accordance with Massachusetts Department of Elementary and Secondary Education guidance that several specific classes may only be held outdoors:

- Chorus/singing is only permissible outdoors. Singing must use 10 foot distancing outdoors with masks or 20 foot distancing outdoors without masks.
- Music performance (wind instruments) should be 20 feet apart in all directions, outdoors.
- High intensity Physical Education is only permissible outdoors. Strict six (6) foot distancing without masks (outdoors) is acceptable.

and that acceptable alternatives for these specific classes for indoors are as follows:

- Percussion and string instruments may be played.
- Non-performance music classes such as history of music, music appreciation may take place indoors.
- Low intensity activities are allowed for physical education, for example yoga and stretching.

y. **Protocols for Educational Interventions.** It is acknowledged and agreed to by the parties that principals will work with members of CEA Units A, B and E who are providing in person student interventions on solutions that ensure intervention areas provide appropriate physical distancing standards, once staffing, building configurations and student choices (remote or in-person) have been finalized. Virus shields will be to be put in place where needed. Educators (members of Units A&B and E) who are providing in-person intervention or special education individual or small group instruction will receive additional PPE if needed. The number of students for each group will be in accordance with health and safety guidelines as then in effect.

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.

aa. **Emergency Building Closure Policy.** The parties acknowledge and agree that the Cambridge Public Schools will work in close coordination with the Department of Public Health to make a determination regarding building closures based on the latest guidance and information available. The Public Health Department 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 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 un-affected 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.

bb. All violations of paragraph 20 of this Agreement or the Safety Manual shall be brought to the attention of the principal who will work with the CEA’s designated representatives and CPS facilities staff to resolve the matter in a timely fashion.

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 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.

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. 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. The parties agree that Article 6 section I of the Unit D collective bargaining agreement will be amended to provide for no more than fifty (50) building substitutes during the 2020-2021 school year. Building substitutes will cover in person classes and may also cover remote classes from within the school building as assigned by the principal. General substitutes and day to day substitutes will provide coverage for remote and in person classes when needed and requests for such coverage will be made through the standard practices and procedures related to the sub online system that are currently utilized for seeking substitute coverage with the addition of designating each assignment as remote or in person.

Furthermore, the parties acknowledge and agree that in order to work as a substitute during the 2020-2021 school year members of Unit D will be required to complete CPS designated training, including safety procedures and remote educational platforms for those members working in-person and training on Cambridge Public Schools systems at the rate of \$25.00 (twenty-five dollars per hours). The parties further acknowledge that general substitutes and day to day substitutes will be provided with CPS- issued email addresses and Google Suite accounts in order to complete CPS designated training and upon successful completion of training will continue to be provided with CPS email addresses and with Google Suite accounts during the 2020-2021 school year. The CPS designated training will be made available by October 15, 2020. The parties further acknowledge and agree that the provision of the email addresses and Google Suite accounts for the current 2020-2021 school year shall sunset as of June 30, 2021 and shall not be considered to have established a precedent or an established term of agreement by the parties. Additionally, the parties acknowledge and agree that general substitutes who are hired as extended term substitutes during the 2020-2021 school year will continue to be eligible for dental benefits in accordance with the provisions of the Unit D collective bargaining agreement. The parties further acknowledge and agree that general substitutes, who are members of Unit D, will maintain their status as general substitutes during the 2020-2021 school year and day-to-day substitutes, who are members of Unit D, who work seventy (70) days during the 2020-2021 school year will achieve general substitute status during the 2020-2021 school year. Additionally, the parties acknowledge and agree that any substitute who works one hundred fifty (150) days or more in the 2020-2021 school year as an extended term substitute teacher shall be paid at step one Bachelor of the teachers' schedule upon conclusion of the school year in accordance with the applicable provisions of the Unit D collective bargaining agreement.

24. The parties acknowledge and agree to postpone the paraprofessional orientation set forth in Article 6, Section H of the Unit E collective bargaining agreement for start of the 2020-2021 school year. The parties further acknowledge and agree that this orientation may be rescheduled by mutual agreement for some point later during the 2020-2021 school year. The parties further acknowledge and agree that members of Unit E who apply for and are hired for extended term substitute teaching positions during the 2020-2021 school year will be paid in accordance with the current provisions of the Unit E collective bargaining agreement with respect to extended term substitute positions, and that members of Unit E who apply for and are hired for a vacant one year Unit A position during the 2020-2021 school year will become members of Unit A and will be paid in accordance with the salary schedule set forth in the Units A&B collective bargaining agreement. Further, if a Unit E member is selected and hired for a Unit D extended term substitute teaching position or a Unit A one year position during the 2020-2021 school year, they will be reassigned to the position and after the completion of the position the individual will be return to their previous Unit E position, and, to the extent feasible, in their previous location.

During the 2020-2021 school year, paraprofessionals, who are members of Unit E, may volunteer to do individual, nonacademic or academic check-ins with parents/guardians/caregivers outside of regular school hours. These volunteer opportunities will be available at the discretion of the principal. They will be compensated twenty dollars (\$20.00) per hour for this work. In addition, all paraprofessionals will have access to a two (2) hour training on family communications to include technology such as Aspen and Remind and this will be compensated at twenty dollars (\$20.00) per hour.

The School Committee and school department will review and revise the plan for individual, two-way meaningful non-academic check-ins between scholars, families and school staff that will consider feedback from principals, educators, parents/guardians/caregivers and scholars by December 15, 2020.

25. The parties acknowledge that Tuesday, November 3, 2020 shall be a day of remote instruction following the Wednesday schedule that has been established for the reopening of schools for the 2020-2021 school year.

26. The Association acknowledges that it has, in accordance with the provisions of Article 5, Section A of the Units A&B collective bargaining agreement been consulted with regarding the change in the start time for CRLS for the 2020-2021 school year from 8:05 a.m. to 8:35 a.m.

27. The Association further agrees that no grievances shall be filed by the Association on behalf of any of its units with respect to the changes to collective bargaining agreement provisions as detailed in this agreement.

28. The parties further recognize the fluidity of the current situation caused by this pandemic, and mutually agree to review the provisions of this Agreement and negotiate on an expedited basis any necessary adjustments and/or modifications consistent with local, state and federal mandates. The parties agree that if there is an applicable federal, state or local mandate other than a local mandate from the Cambridge School Committee that conflicts in whole or in part with the provisions of this Agreement, then the applicable federal, state or local mandate shall supersede the terms of this Agreement.

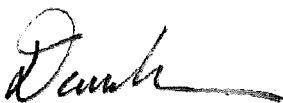
29. The parties acknowledge and agree that nothing in this Agreement shall be construed, interpreted or otherwise read to limit the management rights of the School Committee.

30. The parties acknowledge and agree that this Agreement shall not be considered to have established a precedent under the collective bargaining agreement between the parties and shall not be used by either party for any reason in any other proceedings except a proceeding to enforce the terms of this Agreement.

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 or at other times during the 2020-2021 school year as requested by either party based upon current public health conditions and consistent with local, state and federal mandates.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEE



Daniel Monahan
President
Cambridge Education Association

Dosha E. Beard
Executive Secretary to the
School Committee

Date: 11/13/20

Date: _____

School Committee Order No. _____

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CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor

ATTACHMENT A



Lisa Richardson
 Chief Talent Officer
 135 Berkshire Street • Cambridge, MA 02141
 lrichardson@cpsd.us • 617.349.6435 • www.cpsd.us

August 18, 2020

TO: CPS Staff
 FROM: Lisa Richardson, Chief Talent Officer
 SUBJECT: Summary of Leaves and Accommodations Available to CPS Staff

Staff have a number of options for their return to work this fall, including several types of leaves of absences and requests for accommodations.

Staff seeking a requested leave of absence or accommodations must:

- Notifying their supervisor & HR of the requested leave and dates of leave or the requested accommodation
- Submit required documentation to the Human Resources Department within 10 days of the request for the leave

Submission methods:

- Online: Through the new [Staff Portal](#) for COVID-19 Return to Work.
- E-mail [Leave of Absence / Workplace Accommodations Request Form](#) and related paperwork to Brittany Balocca (bbalocca@cpsd.us)
- Mail [Leave of Absence / Workplace Accommodations Request Form](#) and related paperwork to Human Resources Department, 135 Berkshire St. Cambridge, MA 02141, attention Brittany Balocca.

Staff Portal

Visit https://secure1.cpsd.us/staff_survey/ to log-in and submit forms electronically. First time users will need to register (on the left side) before you can log in.

Summary of leaves and accommodations

Emergency-FMLA (E-FMLA): Leave available for COVID-related illness, quarantine, or lack of childcare, and is available for 12 weeks. If taken for lack of childcare reasons, the leave may be taken intermittently. Runs concurrent with regular FMLA and staff must not have exhausted the 12 weeks regular FMLA in the last 12 months in order to qualify for this leave. Staff must submit written documentation from a doctor for medical COVID-related reasons or personal statement regarding lack of childcare, along with the request for the leave and the dates leave is being requested for. *Per Federal Law, this leave is available through no later than December 31, 2020.* (See the Department of Labor's [Families First Coronavirus Response Act: Questions and Answers](#) and CPS's [June 5 FFCRA memo](#) for more information.)

Emergency Paid Sick Leave (EPSL): Leave available for COVID-related illness, quarantine, or lack of childcare. This may not exceed two work weeks and may only be taken intermittently in the instance of lack of childcare. Written request for the leave with the dates request, and if for childcare reasons, whether or not the leave will be taken intermittently. Must submit written documentation from a doctor for medical COVID-related reasons or personal statement regarding lack of childcare. *Per Federal Law, this leave is available through no later than December 31, 2020.* (See the Department of Labor's [Families First Coronavirus Response Act: Questions and Answers](#) and CPS's [June 5 FFCRA memo](#) for more information.)



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Family and Medical Leave Act: Leave available for birth or adoption of a child or to care for an immediate family member with a serious health condition. Employees must submit a written request for the leave, including the reason for the leave and the dates the leave being requested. Such leaves may be taken intermittently, at the discretion of the Chief Talent Officer. Such requests must also be accompanied by medical documentation. This leave may not exceed 12 weeks and paid through accrued time. (See the FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE AND SMALL NECESSITIES LEAVE POLICY for more information.)

Intermittent/reduced leave schedule: When it is medically necessary or for COVID related circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee’s usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation. Leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently with the employer’s approval and must conclude within 12 months after the birth or placement. (See the Department of Labor’s FMLA definitions for more information.)

Medical Leave: Leave available for the employee’s own personal illness. With appropriate supporting medical documentation, there is no limit to the length of the leave and leave may be taken intermittently. Employees must submit medical documentation to support a written request for leave with dates, and if the leave will be taken intermittently.

Parental Leave: Leave available for birth or adoption of a child. Available to new employees or employees who are not eligible for FMLA. Maximum length of leave is 8 weeks and may not be taken intermittently. Must submit medical documentation, along with the request for leave with the dates. This leave may not exceed 12 weeks and paid through accrued time. (See the FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE AND SMALL NECESSITIES LEAVE POLICY for more information.)

Personal Leave: This a fully unpaid leave that may be taken for non-medical personal reasons and cannot be taken intermittently. Employees must submit a written request with the dates requested, to be approved by the Chief Talent Officer. (See EXTENDED LEAVES OF ABSENCE for more information.)

Accommodations: Under the Americans with Disabilities Act, qualified individuals with disabilities may be entitled to unscheduled leave, unpaid leave, or modifications to the employer sick leave policies as “reasonable accommodations.” These are modifications or adjustments to jobs, work environments, or workplace policies that enable qualified employees with disabilities to perform the essential functions (i.e., fundamental duties) of their jobs and have equal opportunities to receive the benefits available to employees without disabilities. (See the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act for additional information.)

Remote work requests due to COVID related circumstances, including child care issues, are considered accommodations.

Additional Resources for COVID-Related Leaves & Absences:

Summary of Available Leaves of Absence and Workplace Accommodations Related to COVID-19 (Chart)