CAMBRIDGE PUBLIC SCHOOLS

135 Berkshire Street, Cambridge, Massachusetts 02141

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May 4, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Amendment to Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening dated April 5, 2021

Recommendation: That the School Committee ratify and approve the Amendment to Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening, dated April 5, 2021.

Description: This is the second amendment to the Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening for the 2020-2021 school year.

Some of the key changes to the Memorandum of Agreement that are made by this second amendment are as follows:

- Elimination of sixty minutes per week for educator directed collaboration time for educators
- Designation of April 26 as a professional development day for grades 6-8 with one hour dedicated to infection control training
- Designation of one school day (date TBD) to be converted to a professional development day with one hour dedicated to infection control training for grades 9-12
- Two hour early release days on April 28, May 19 and May 26 for pre-k-5 (including Amigos Pre-k -8) with one of the two hours being designated for principal directed professional development and one hour for educator directed time, which the educator may choose to use for collaboration
- Staff on assignment day prior to April 5, 2021 for elementary classroom teachers who are moving from a remote assignment to an in-person assignment for classroom set up
- Members of school-based Unit A as of April 5, 2021 for grades PreK-5, as of April 28 for grades 6-8, and as of the date for full-time return for grades 9-12,

may be paid for up to ninety (90) minutes 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 workday for Unit A and will be directed by and scheduled at a mutually agreeable time by the participating Unit A members. Unit A members will be paid at the rate of $30.00 (thirty dollars) per hour. Payments of this differential will be made on a quarterly basis during the course of the 2020-2021 school year, starting as of April 5, 2021, upon submission of documentation to the school principal that such collaboration meetings have been held.

- In cases when the CRLS schedule requires the supervision of remote learning classrooms, the administration will first ask for volunteers who will be compensated at the rate of $31.65 per hour. If there are not a sufficient number of volunteers, then the administration will assign staff for up to two (2) periods per week who will be compensated at the rate of $31.65.
- Unit E members supporting in-person learning for two or more classrooms (two or more teachers), who will, effective prospectively April 5, 2021, be paid a differential of $30 per day for each day of work performed in person.
- Adjustments in language regarding monitoring of air quality/CO2, Covid testing, employee absences, maintaining physical separation and infection control teams.

The financial cost of this second amendment to the Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening for the 2020-2021 school year is $ $391,500.00.

Supporting Data: A copy of the Amendment to Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D and E and the Cambridge School Committee Regarding School Reopening, dated April 5, 2021.

Respectfully submitted,

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

Memorandum of Agreement between the Cambridge Education Association Units A, B, C, D, & E and the Cambridge School Committee

April 5, 2021

The respective bargaining teams of the Cambridge School Committee and the Cambridge Education Association reached tentative agreement on April 5, 2021 on the following further modifications of the parties' Reopening Memorandum of Agreement from November 2020, as amended on February 6, 2021 (MOA). This tentative agreement is subject to a ratification vote by the CEA bargaining unit members and approval by the entire Cambridge School Committee.

The provisions of the November 2020 reopening agreement regarding the reopening of school for the 2020-2021 school year, as revised by the February 6, 2021 agreement, shall continue until the expiration date of the agreement except as modified below in redline. The redlined modifications will take effect on April 5, 2021 unless otherwise specified.

(Text in **bold** are the agreed-upon changes from Feb. 6 MOA just carried forward.).

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~~ (10~~6~~0) cumulative minutes per week, to be scheduled at the discretion of the principal and used as follows: one hundred (100) minutes per week for duty free individual preparation time ~~and sixty (60) minutes per week for educator-directed collaboration time with Unit A members for the purpose of planning and evaluating instruction~~. The time utilized for this purpose may, at the discretion of the principal, include the fifteen (15) minutes before and ten (10) minutes after school set forth in Article 5, Section B, subsection B-2 of the CEA Units A&B collective bargaining agreement. The parties also agree that the use of the time in Article 5, Section B, subsection B-2 of the CEA Units A&B collective bargaining agreement may be banked and then scheduled either before or after the current work day for the members of Unit A and E who are working in the remote environment to provide for collaboration time.

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

For grades 6-8: Monday, April 26 will be a professional development (PD) day, with one (1) hour dedicated to infection control training.

For grades 9-12: One school day (date TBD) will be converted to a professional development (PD) day, with one (1) hour dedicated to infection control training.

For PreK-5 (including Amigos PreK-8), the school district will have a two (2) hour early release day for students on the following dates: April 28, May 19, and May 26. Of those two (2) hours, one (1) hour will be designated for principal-directed professional development (PD); and one (1) hour for educator-directed time, which the educator may choose to use for collaboration.

Elementary classroom teachers who are moving from a remote assignment to an in-person assignment as of April 5, 2021 will be granted an SOA day (date TBD but prior to April 5) for the purposes of classroom set-up.

Members of school-based Unit A as of April 5, 2021 for grades PreK-5, as of April 28 for grades 6-8, and as of the date for full-time return for grades 9-12, may be paid for up to ninety (90) minutes 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 workday for Unit A and will be directed by and scheduled at a mutually agreeable time by the participating Unit A members. Unit A members will be paid at the rate of $30.00 (thirty dollars) per hour. Payments of this differential will be made on a quarterly basis during the course of the 2020-2021 school year, starting as of April 5, 2021, upon submission of documentation to the school principal that such collaboration meetings have been held.

In cases when the CRLS schedule requires the supervision of remote learning classrooms, the administration will first ask for volunteers who will be compensated at the rate of $31.65 per hour. If there are not a sufficient number of volunteers, then the administration will assign staff for up to two (2) periods per week who will be compensated at the rate of $31.65.

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 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, with the exception of Unit E members supporting in-person learning for two or more classrooms (two or more teachers), who will, effective prospectively April 5, 2021, be paid a differential of $30 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 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 workday 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.

20(b). Monitoring of Air Quality/CO2. CO2 Meters have been purchased for each school and teachers will have access to test their occupied rooms. For the first two weeks of **any new or resumed** in person instruction, **or after the addition of any scholars to an in person classroom**, during the 2020-2021 school year, rooms in affected grade levels 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 with the goal of a testing reading 800 or below. –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 800~~1000~~ for three weeks in a row shall be tested monthly. If a room has a reading over 800~~1000~~, then it will be tested weekly until it tests below a 800~~1000~~ for three consecutive weeks. A log of these tests will be maintained on the Cambridge Public Schools' website. **If a room stays above 800~~1000~~ for, at the most, a week, it won't be used again until mitigation factors can bring the levels down again, and that after one reading above 800~~1000~~, teachers will be reminded of mitigation factors (HEPA filters, open windows, box fans).**

20(c). COVID Testing.

ADD to existing 20(c): Beginning the week of May 3, 2021, CPS will publish weekly student testing data for the previous week.

20(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. If a child of a member is quarantined due to COVID, the educator can work remotely if possible. If not, they may use any available EPSL time. If the member has no EPSL time remaining, the member may use any available accrued leave time. If the member has no available accrued leave time, the school district will provide up to five (5) additional paid leave days upon submission of evidence of their child's quarantine.

Educators who are being vaccinated during work hours and/or have adverse medical effects on the following day (provided it is a school day) may use any available EPSL time. If an educator has no available EPSL time, the educator may use their available personal accrued sick time. If the educator does not have any accrued sick time, the educator can apply for the sick leave bank according to the terms in the Units A&B CBA.

For educators who have already been vaccinated and used a paid sick day for the purpose of being vaccinated and/or adverse medical effects on the following day (provided it is a school day), may,

retroactive to January 1, 2021, opt to use available EPSL time and have paid sick day previously used for these purposes restored to their sick leave balance. Educators opting for this retroactive use of EPSL pay in exchange for the restoration of an equivalent amount of paid sick time, will inform their school principal.

20(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. **When this is not practical, distancing may be reduced to three (3) feet only when students are masked** (as April 28 for grades 6-12). Within classrooms, desks will be positioned facing the front of the classroom and following distancing guidance as then in effect. Breakfast, lunch and any snack times for all grades will be outside whenever possible. Each school will work to create outdoor eating schedules and plans.

[remainder of 20w continues unchanged]

20(cc). **Infection Control Teams will be put into place at each school that will monitor infection control procedures, and communicate regularly with staff in each school about adherence to and implementation of procedures.** The agenda of Infection Control Team 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.**

22. The parties acknowledge and agree that educators are expected to follow normal classroom management procedures to address behavior that is outside of expected behavior for students. The parties further acknowledge and agree that for the 2020-2021 school year, in connection with the return to in-person instruction, classroom expectations will include wearing masks and maintaining social distancing of six feet apart. **When this is not practical, distancing may be reduced to three (3) feet, only when students are masked** (as of April 28 for grades 6-12)**.** 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.

Signed by member(s) authorized to bind each party's bargaining team:

CAMBRIDGE EDUCATION ASSOCIATION

Daniel Monahan
President
Cambridge Education Association

Dated: April 22, 2021

CAMBRIDGE SCHOOL COMMITTEE

Dosha E. Beard
Executive Secretary to the
School Committee

Dated: _____, 2021

School Committee Order No.

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CITY OF CAMBRIDGE

_____
Louis A. DePasquale
City Manager

Approved as to form:

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Nancy E. Glowa
City Solicitor