



111

135 Berkshire Street, Cambridge, Massachusetts 02141

September 15, 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 Regarding Office of Student Services Recovery Team for School Year 2020 - 2021

Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B regarding Office of Student Services Recovery Team for School Year 2020 - 2021.

Description: This Agreement addresses the creation of a Recovery Team for the 2020-2021 school year to help assist with the elimination by December 2020 of a backlog of evaluations and deferred annual meetings from the spring of 2020 as a result of the closure of schools due to the COVID-19 pandemic.

Supporting Data: Attached is the Agreement between the Cambridge School Committee and Cambridge Education Association Units A&B Regarding Office of Student Services Recovery Team for School Year 2020 - 2021.

Respectfully submitted,

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

AGREEMENT BETWEEN THE CAMBRIDGE SCHOOL COMMITTEE AND THE CAMBRIDGE EDUCATION ASSOCIATION UNITS A&B REGARDING OFFICE OF STUDENT SERVICES RECOVERY TEAM FOR SCHOOL YEAR 2020-2021

This Agreement is entered into on September __, 2020 by and between the Cambridge School Committee (hereinafter "Committee") and the Cambridge Education Association Units A & B (hereinafter collectively "Association") with respect to the reopening of schools for the 2020-2021 school year due to the COVID-19 pandemic.

WHEREAS, at the start of the district closure in mid-March 2020, the Office of Student Services, under guidance from the Massachusetts Department of Elementary and Secondary Education ("DESE"), suspended all evaluations and individualized education programs ("IEP") meetings. DESE guidance in April 2020 recommended that districts in the Commonwealth hold IEP meetings virtually. Cambridge Public Schools' school psychologists and IEP teams attempted to hold as many meetings and complete as many evaluations as possible; however, by the close of the 2019-2020 school year, CPS had a backlog of evaluations to complete;

WHEREAS, the parties have an interest in addressing the backlog of evaluations by December 2020 through a district-level team of evaluators and to address the deferred annual meetings from the Spring of 2020;

WHEREAS, the parties have met to discuss issues and concerns related to the creation of an Office of Student Services recovery team for the 2020-2021 school year ("Recovery Team");

NOW THEREFORE, the Committee and the Association agree as follows:

1. The parties acknowledge that the Office of Student Services will be hiring a district-based Recovery Team of eight (8) evaluators (three (3) school psychologists, two (2) special education teachers, two (2) speech/language therapists, a .5 occupational therapist and a .5 physical therapist) to assess, write reports, and on a case-by-case basis chair deferred IEP meetings for a period of one (1) year. The CEA agrees to waive the time periods for the posting time periods set forth in the Cambridge Education Association Units A&B collective bargaining agreement with respect to the posting of these Recovery Team positions.
2. The parties acknowledge and agree that the school-based teams will run the IEP meetings and will weigh in on the determination of services, and that the evaluator(s) from the Recovery Team will make recommendations for inclusion in any IEP based on the evaluation(s) that the Recovery Team has conducted.
3. The parties acknowledge and agree that the Recovery Team will be tasked with completing the backlog of cases and will work the contractual number of hours per week for Unit A members as set forth in the collective bargaining agreement for the period of September 1, 2020 through August 31, 2021 between the parties. The parties further acknowledge and agree that the Recovery Team staff will set their work hours basing their schedules on hours that are flexible for families for whom they are conducting evaluations, including but not limited to, scheduling evaluations of students with their parents/guardians/caregivers to occur

before and after school hours and, if needed, on Saturdays. The parties acknowledge and agree that copies of Recovery Team staff schedules shall be provided to the Director of Student Services on a weekly basis. The CEA further agrees that no grievances or unfair labor practices shall be filed with respect to work schedules for the Recovery Team and any provisions of the collective bargaining agreement set forth in the Cambridge Education Association Units A&B collective bargaining agreement with respect to work day and work year schedule for Unit A members is hereby waived.

4. The parties acknowledge and agree that once the backlog of evaluations of students and team meetings are completed (which is projected to be completed by January 2021, the Recovery Team will support school-based teams with completing any upcoming evaluations and team meetings for those staff members with a significant number of evaluations for students on their caseload (i.e., more than eight (8) to ten (10) evaluations for students on their caseload). The parties further acknowledge and agree that the level of need for a particular building or employee will be based upon the Recovery Team chair stated needs and the final determination shall be made by the Director of Student Services. The parties further acknowledge and agree that no grievances shall be filed with respect to the determination of needs made by the Director of Student Services as set forth in this Paragraph 4.
5. The parties acknowledge and agree that CPS staff are eligible to apply for these Recovery Team positions. If a CPS staff person is selected and hired for a Recovery Team position, the CPS staff person will be reassigned to the Recovery Team position and after the completion of the one year period in this Recovery Team position, the CPS staff person will be return to their previous position, and, to the extent feasible, previous location.
6. The parties acknowledge and agree that the Recovery Team will be located at a single site as determined by the CPS in its sole discretion, and will have safety measures in place (e.g., plexiglass, gloves, masks) consistent with the safety measures set forth in the Cambridge Public Schools Safety and Facilities Manual.
7. The parties acknowledge and agree that the Recovery Team will continue to assess in person even if all other members of CEA Units A&B are working remotely, unless the state closes down all workplaces or returns to Phase I of its current reopening plan.
8. 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.
9. The parties acknowledge and agree that 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.
10. As a result of the provisions of this Agreement, the Association agrees that no grievances and no unfair labor practices shall be filed with respect to anything arising out of or related to this matter.

114

11. This parties acknowledge and agree that this Agreement will expire on August 31, 2021.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEE

Daniel Monahan
President
Cambridge Education Association

Dosha E. Beard
Executive Secretary to the
Cambridge School Committee

Date: _____

Date: _____

School Committee Order No. _____

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor