

**FINAL**  
**INTERIM MEMORANDUM OF UNDERSTANDING**

This interim memorandum of understanding (hereinafter the "MOU") is being entered into by and between the Boston Teachers Union, Local 66, American Federation of Teachers, AFT Massachusetts, AFL-CIO (collectively referred as the "Union") and the Boston School Committee (hereinafter the "Employer") to outline changes in working conditions related to the Coronavirus for the period March 17, 2020 to the last day of school closure in the 2019-2020 school year.

**RECITALS**

- A. On March 10, 2020, the Governor of the Commonwealth of Massachusetts declared a state of emergency due to growing public health concerns related to the Coronavirus outbreak.
- B. In an effort to be abundantly cautious for the safety and well-being of all students and staff, the City of Boston announced a school closure from Tuesday, March 17, 2020 through at least April 27, 2020 and subsequent weeks as determined by the Employer and/or the Governor of the Commonwealth of Massachusetts.
- C. During this difficult and critical time, BPS and BTU are committed to minimizing our students' learning gaps to the greatest extent possible. BPS has distributed over 30,000 Chromebooks to date and will continue to do so in order to ensure that all of our students have the technology they need to participate productively in online learning. Every day of this incredibly challenging time, BTU members have joined together to build out online classroom activities, reached out and encouraged students to join their classmates in remote learning, and continued to provide critical professional and personal support to their colleagues and to the families they serve.
- D. Working remotely during this crisis is immensely challenging for all. For all of us, our top priority is meeting the personal and health needs of our own families. At the same time, we jointly acknowledge that all BPS and BTU staff are dedicated public servants who continue to do our jobs, every day, in service to the students and families that we serve. BPS and BTU agree to give each other flexibility, empathy and support as a means of getting through this crisis - together.
- E. The Union and the Employer met and negotiated over the following changes to working conditions pursuant to M.G.L. c. 150E.

**AGREEMENT**

The parties hereby agree as follows:

1. For March 18, 2020 through the last day of school closure during SY19- 20, students will not report to school buildings. The union agrees that if students are called back to school during the 2019-2020 school year, BTU employees will report to school for the five previously scheduled school days immediately preceding students reporting. If schools



remain closed for students for the remainder of the 2019-2020 school year, BTU personnel may be called back to school for five previously scheduled school days before June 26, 2020. The required attendance of teachers in a school building shall not run counter to the Boston Public Health Commission's guidance regarding social distancing or group gatherings.

## 2. Work Expectations

The parties agree that the following expectations are the minimum expectations for educators of the Boston Public Schools during the closure period and school leaders may reasonably expect educators to work up to their contractual hours typically required under the parties' collective bargaining agreement.

### A. Roles and Responsibilities

1. Employees will be expected to work remotely to the extent possible during this extended closure. Both parties agree that our shared goal is to do the best we can to keep our students engaged in-learning, and ensure that students stay connected to caring adults from school and to each other. The parties also agree that:
  - During school closures districts, schools, and educators have an obligation to engage students in meaningful and productive learning opportunities through an appropriately structured educational program.
  - Remote learning is not synonymous with online learning. Remote learning can take place in a multitude of ways, including by helping students engage with resources in their everyday lives and in the world around them. Remote learning also provides unique opportunities to further engage students in the arts or interdisciplinary work.
  - We must be conscious of the effects of increased screen time and seek balance between learning through technology and remote learning that happens offline to support students' curiosity and understanding.
  - We must provide equitable access to educational resources and leverage the important relationships students have with educators and each other to minimize learning loss and to accelerate learning gains. To that end, below are the minimum remote work expectations for different employee groups represented by the BTU.
2. All tasks are subject to reasonable access to appropriate technology necessary to the accomplishment of such tasks.
3. Additionally, synchronous hours shall be defined as opportunities to engage in real time with another person that is not in the same physical location as the employee (e.g. on a call/zoom/chat). Asynchronous hours shall be defined as work that the employee can do without the real time participation of another person. Student-facing hours shall be defined to include, but not be limited to,



student-centered activities including small groups, one-to-one instruction, and online office hours for responding to student questions and to help direct student learning.

**4. All of the following addresses remote work:**

a) Teachers and Substitute Teachers

1. Develop and monitor online learning resources;
2. Each school shall develop a system for communicating with students at least once every three school days to ensure they stay connected to the school community. For this purpose, each educator shall be assigned a group of students up to their class size maximum. Educators shall work collaboratively to communicate substantively with their assigned class of students regularly throughout the week. Communications should include a personal check-in and, when appropriate, academic/professional conversation and feedback. Communication can include phone, video or substantive academic exchange in writing; video cannot be required. Keep a log of communications that is shared with administrators and any concerns are noted as soon as possible.
3. Each school shall create an age-appropriate student remote learning schedule, with teacher input, that provides for student instruction or student facing time for at least three hours per day, preferably between the hours of 9:00-12:00 and/or 1:00-4:00.
4. Teachers may be required to engage in 15 hours of synchronous time directed by the principal, with input from teachers, and an additional 5 hours of asynchronous time directed by the individual teacher, with input from the principal. These 20 hours can include student facing time such as direct instruction, office hours, morning meetings, one on one instruction or meetings with colleagues, staff meetings, professional development.
5. If an employee provides notice that he or she cannot attend a scheduled meeting, the host shall make a good faith effort to post notes from the meeting for later review. Notice of required meetings shall be provided at least three work days in advance, including via a regular schedule.
6. All other responsibilities, including regular communication with students, posting and evaluating work, providing feedback, documentation, parent communications, etc. may be completed asynchronously.
7. Update lessons, materials, and/or videos to Google classroom;
8. Provide a clear purpose and outcome for each learning activity or task;

9. Establish set times and methods for students to chat live with and ask questions of their teachers;
10. Track student participation and learning progress and communicate progress with families;
11. Track student engagement daily, record student engagement weekly as attendance in ASPEN.
12. Join virtual IEP meetings and present their reports following federal and state guidelines for IEP meetings (if scheduled);
13. Complete and input grading of student work through March 16th. The parties agree to continue discussions around the subject of a district-wide remote learning grading policy.
14. ESL Teachers collaborate to develop and deliver appropriate small group instruction per ELD level;
15. Continue to follow protocols as set out by your supervisor.

b) Paraprofessionals

1. Each school shall create an age-appropriate student remote learning schedule that provides for student instruction or student facing time for at least three hours per day, preferably between the hours of 9:00-12:00 and/or 1:00-4:00.
2. Paras may be required to engage in 10 hours of synchronous time so long as BPS has supplied or they otherwise have the technology to do so directed by the principal, with input from teachers, and an additional 5 hours of asynchronous time directed by the individual para, with input from the principal. These 15 hours can include student facing time such as assisting in: direct instruction, office hours, morning meetings, one on one instruction or participating in: meetings with colleagues, staff meetings, professional development.
3. If an employee provides notice that he or she cannot attend a scheduled meeting, the host shall make a good faith effort to post notes from the meeting for later review. Notice of required meetings shall be provided at least three work days in advance, including via a regular schedule.
4. All other responsibilities may be completed asynchronously.



5. Communicate with and assist teachers and school leaders in reaching out to students and families; maintain log of communication and concerns;
6. Collaborate with classroom and other teachers to provide small group instruction and guided support for specific groups of students daily;
7. Provide support to students and teachers related to online learning resources;
8. Participate in conference calls, webinars and professional development as directed by your supervisor;
9. Communicate with the supervisor and others as necessary.

c) Sign Language Interpreters

1. The Principal/Headmaster will work with the Lead Sign Language interpreter to organize a schedule for interpretation, considering online formats and equity among interpreters' workload.
2. Sign language interpreters will be provided relevant PD for interpreters and technology required to perform work expectations that aligns with privacy, remote learning and educational interpreting needs in a virtual format, e.g. IEP meetings, online classes etc.
3. Participate in department meetings, staff meetings, and/or other meetings as directed by their principal/headmaster for either interpretation or participation virtually.
4. Collaborate with individuals needing interpretation e.g administration, teachers, staff, parents, etc. and provide interpreting support to individuals (student, teacher etc.) related to online learning as needed.
5. Communicate with the supervisor and others as necessary.

d) ABAs

1. Develop and implement a schedule for services in collaboration with the Office of Special Education and families that does not require the employee to engage in synchronous time for more than 20 hours per week, with no more than two hours consecutively at one time.
2. All other responsibilities may be completed asynchronously.

3. Provide adequate instruction to students via digital format, online or telephone;
4. Organize and input student data as needed;
5. Update EdPlan logs through March 16, 2020 and continue to log services that are provided during the closure as directed by your BCBA and principal/headmaster;
6. Update student programing and further individualize student programing;
7. Work with BCBAs to complete annual review reports;
8. Complete student skill assessments where applicable and possible;
9. Develop or create student enrichment tools and supports;
10. Communicate with your BCBA and principal/headmaster and others as necessary;
11. Communicate with families and school leaders to determine best methods for instructional delivery. BCBA will be available to assist with communication with families as needed.

e) Social Workers, Psychologists and Clinicians

1. Each school shall create a schedule that provides for synchronous, student-facing time for 15 hours weekly, preferably between the hours of 9:00-12:00 and/or 1:00-4:00. No more than 2 consecutive, synchronous hours may be required at any one time.
2. Employees may be required to engage in 15 hours of synchronous time directed by the principal, with input from employees, and an additional 5 hours of asynchronous time directed by the individual employee, with input from the principal. These 20 hours can include student facing time such as direct instruction, office hours, morning meetings, one on one instruction or meetings with colleagues, staff meetings, professional development.
3. All other responsibilities may be completed asynchronously.
4. Join virtual Team Meetings and Check Ins;
5. Complete and submit online reports;



6. Write psychological or sociological reports in cases for which data has already been collected;
7. Conduct parent/teacher interviews;
8. Provide consultation as allowed by law and insurance;
9. Weekly Counseling with Students: set up and run as allowed by law. Appropriate training and resources will be provided by the district;
10. Communicate with supervisor and others as necessary.

f) Related Service Providers

1. Develop and implement a schedule for services in collaboration with the Office of Special Education and families that does not require the employee to engage in synchronous time for more than 20 hours per week, with no more than two hours consecutively at one time.
2. Adapted Physical Education, Orientation and Mobility, Physical Therapists, Occupational Therapists, Speech-Language Pathologists, Teachers of the Visually Impaired, Teachers of the Deaf/Hard of Hearing will share lessons/resources/activities with families directly or via Google Classroom or other agreed-upon virtual platforms as appropriate;
3. All disciplines: "Check-Ins" via Google Hangouts or other agreed-upon virtual platforms with teachers and/or parents (as appropriate);
4. Join discipline specific virtual team meetings and "check-ins"; communicate any scheduling conflicts (e.g. of multiple schools);
5. Join virtual IEP meetings and present their reports following all federal and state guidelines for IEP meetings (if scheduled);
6. Complete reports (ARs based on data collected to date, Assessment reports for cases with completed testing, Progress Reports);
7. Complete Easy Trac Logging for services provided up to date of school closure; Document via Easy Trac contact log resource share;
8. Check email;
9. Review caseload;

10. Maintain a log of efforts in Individual Folders on Related Services shared drive;
11. RSPs may use EdPlan system to engage in document reviews; RSPs may complete parent or teacher interviews virtually or by phone to support pending assessment procedures as appropriate.
12. Communicate with supervisor and others as necessary

g) COSEs:

1. For testing that was completed prior to March 16, 2020, set a schedule and coordinate, with guardian approval, virtual IEP and 504 meetings. Scheduling IEP and 504 meetings should ensure that:
  - a. the guardians are aware of which members of the team may not be available
  - b. COSE coordinate attendance of language interpreters are contacted if required and available
  - c. progress is measured only up to the 3/16 date (unless otherwise clarified how to measure progress in an online format)
  - d. all members have access to technology
  - e. the guardians know how to use Zoom (or other technology functions)
  - f. the guardians have access to the reports being shared digitally
  - g. privacy concerns are clear to all team members
2. Ensure IEPs for meetings held before March 16th are written and uploaded to EdPlan
3. Contact parents for online signature to all submitted IEPs/504s
4. Communicate with supervisor and others as necessary

h) LATFs:

1. Complete FY21 EL Title I Budget Plan, including associated corrections to the plan as necessary
2. Upload ESL minutes to ASPEN for services delivered through March 17, 2020
3. Ensure that student course placement aligns with service need (e.g. students are receiving the correct number of ESL minutes)



4. Complete EL School Plan, if necessary
5. Communicate with supervisor and others as necessary

i) Research and Assessment Specialists

1. Call families to cancel existing appointments and maintain communication logs of calls to families.
2. Collaborate with other departments to disseminate information and resources to families.
3. Prepare a plan to reschedule pending assessment cases efficiently.
4. Organize and complete pending project reports and action steps.
5. Conduct individual and group research and data projects.
6. Analyze data with basic statistical methods, interpret results, and provide written summaries of data analysis.
7. Undertake literature review and design research studies and protocols informed by advancements in EL research. -
8. Review all state and federal guidelines on the identification, assessment, and placement of ELs.
9. Create presentations and informational materials to share with families and schools.
10. Respond to assessment questions from LATFS and designated testers.
11. Communicate with supervisor and others as necessary

j) Assignment Specialists

1. Continue assigning students to the current and coming school year by reviewing and approving cases and providing actual school assignments.
2. Continue with the cleaning up of cases that need to be reviewed for accuracy before making an assignment.

3. Work collaboratively with the Re-Engagement Center to ensure Max-Age policy is followed.
4. Make phone calls to necessary departments and families regarding assignment questions, including exam schools.
5. Work with other team members as necessary to ensure plan development for exam school admission process.
6. Attend any PD's and/or staff meetings held via conference lines and other virtual platforms.
7. Communicate with supervisor and others as necessary.

k) Transportation Officers

1. Continue routing and scheduling students from home through your BPS issued laptop.
2. Participate in conference call twice weekly.
3. Communicate with supervisor and others as necessary

l) Nurses

For those nurses who are not assisting BPHC or another BPS approved health care provider during this time, they are expected to complete the following:

1. Complete data entry in student records in SNAP, to the extent possible
2. Create individualized healthcare plans
3. Sync immunization data through MIIS
4. Clean up student data and records regarding conditions and alerts
5. Continue to monitor and check in with high risk students and their families
6. Participate in web based professional development, such as NEUSHA trainings

For nurses who volunteer full-time:



- A. Any assignment from BPHC or another BPS approved health care provider in this context is voluntary and the individual who accepts such assignment will remain a school nurse for all purposes (health coverage, seniority, retirement benefits, etc.).
- B. Nurses may volunteer for a BPHC assignment if they are able to provide service to BPHC for a reasonable amount of time, preferably at least one week at a time.
- C. Unforeseen events (including but not limited to unanticipated individual or family care needs) would be a reasonable basis to discontinue a BPHC or other assignment earlier than planned.
- D. There will be no imposition of job-related consequences from BPS upon the discontinuation of a volunteer assignment.
- E. School nurses who volunteer are relieved of all school-based duties for the duration of time volunteering and this will be clearly communicated to all administrators and other school personnel who might normally contact the nurse during school closure.
- F. When schools re-open school nurses who have volunteered will return to school on the same schedule as other professionals in their building.
- G. BPHC will ask the public health nurses who typically work in the school-based setting and are represented by BTU who are currently "volunteering" to forego the Good Friday Holiday and April Vacation (April 20 through 24) in order to continue the work they are doing for the Boston Public Health Commission during the current public health emergency. In lieu of these days, the City of Boston, BPHC, and BPS will allow these nurses to take the equivalent number of days (6) off between now and the end of the School year (June 22). The purpose of this would be to reduce the number of nurses off at a given time during this emergency. Public Health will work directly with the nurses to understand which days they would like to take off. Should a nurse be unable to forego these days off due to a commitment the nurse cannot modify, BPHC will reach out to the additional public health nurses who "volunteered" to perform work during the time school is shut down and see if they would work during these days and take their "vacation" days at a later time.

m) Coverage Nurses

- 1. Work in teams of 2 to 3 on chapters of Policy & Procedure Manual

2. Update & rewrite specified chapters of Policy & Procedure Manual
  3. Continue creating an orientation manual
  4. Attend Virtual meetings and check-ins as necessary
  5. Work as a team to develop procedures and protocols for sport clearance and use of nurses on field trips.
  6. Complete professional development in areas of expertise and interest, including in NASN Frameworks.
  7. Assist School Based Nurses with Development of IHPs.
- n) **In addition, for as long as school buildings remain closed, every BPS employee will be required to do the following:**
1. Create a schedule for their student interaction, including the platforms they will use and how they may be reached by students and their families. This information will be shared with their supervisor.
  2. Be in touch with their supervisor as directed by the supervisor.
  3. Within three school weeks following the execution of this agreement, engage in up to five additional hours of centrally provided professional learning, as directed by their supervisor, on best practices in remote learning. The School Department shall record completion of this Professional Development on TeachPoint for PDP purposes.
  4. Comply with FERPA and other privacy laws; specifically, no student-identifying information should be made publicly available, including through publicly accessible online postings on social media
  5. Consistently monitor their BPS email address for further communications and directives
  6. Answer communications directed to them within a reasonable period, usually within one work day
  7. Contact BPS Office of Technology through the BPS Website for any technology needs
  8. Be prepared to report to their worksite as directed. BPS will make a good faith effort to provide at least three days notice before an employee is



expected to report to their worksite. Direction to report to work sites will be limited to the fewest number of people necessary.

9. Perform other duties as assigned by their supervisor provided that the duty is reasonably related to the employee's job description.

**B. Workdays, Compensation and Benefits**

1. For the period of the closure, all members of the bargaining units not on an unpaid leave of absence shall receive their regular compensation for their remote service. Unit members unable to work remotely during a work day due to illness or personal reasons shall use available sick or personal leave for that day.
2. The Employer will not reduce bargaining unit members' health care benefits for the duration of SY19-20.
3. Employees on a leave of absence as of March 16, 2020, who have not ended their leave prior to the execution of this agreement, shall remain on leave as scheduled, except that an employee desiring to terminate their leave and resume their duties prior to a previously scheduled return date shall give the Employer 2 weeks advance notice thereof and provide the usual documentation (medical or otherwise, as applicable) clearing them to resume working. The Union acknowledges that the return of a member from leave may result in the layoff of the substitute currently filling the returning member's position. The School Department shall provide substitutes displaced by a teacher returning from leave priority for new substitute positions that may arise. Employees who wish to take a leave of absence during the closure shall follow the protocol in place prior to March 16, 2020 for taking leave.
4. Per diem substitutes who worked during the period February 29<sup>th</sup> through March 13<sup>th</sup> shall be paid for each pay period through the closure period or the end of SY19-20, whichever is earlier, an amount commensurate with what they earned during the pay period February 29<sup>th</sup> through March 13<sup>th</sup>.
5. This agreement is not intended to afford members of the bargaining units a higher level of pay or benefits that they would be entitled to had the closure not occurred, nor is this agreement intended to diminish existing rights under state or federal law.
6. All stipends to personnel shall continue for the duration of this agreement and employees shall be paid accordingly so long as commensurate work is performed.
7. BPS will pay athletic coaches one-sixth of their stipend for the work they have already performed. If further work is required during the closure, BPS agrees to discuss compensation for any future work with the BTU as necessary.



3. Performance Evaluation

- A. BPS will place the formal performance evaluation process on hold during the extended school closure, except that educators and evaluators may upload artifacts if they choose to do so. Evaluators will continue supervision of staff through available means for observation and feedback, including a summary memo that shall be uploaded to educator plans in lieu of DESE ratings (as a non-evaluative artifact) at the end of the closure period. The educator shall have 14 calendar days to respond after the memo has been posted.
- B. Employees who fail to perform the essential functions of their role during this period shall be held accountable under the Employer's disciplinary policy.
- C. All 1- and 2- year Self-Directed Growth Plans and Developing Educator plans will be administratively ended at the end of the school year. All educators on Directed
- D. Growth Plans and/or Improvement Plans will resume where they left off as of March 16th, 2020, or the effective date of any approved LOA prior to that, if applicable.
- E. BPS, after consulting with the BTU, will provide updated guidance on, and resume administration of, the Student Feedback Survey via the student Digital Backpack ("Clever"), with an extension of the survey window to May 4, 2020.

4. Paraprofessional Assignment Procedure

- A. The paraprofessional transfer process will be extended by one week, and will now run from March 30-April 17.
- B. Layoff and Excess notices will be sent to paraprofessionals via email for this hiring season only. There will be either a "read receipt" or google form link asking the recipient to respond to indicate that they received the notice. In either case, the recipient must take a proactive step to indicate that they saw the message. BPS will follow up with a phone call to the number they have on file for that paraprofessional. BPS will provide a list of the names and contact information they have on file for each paraprofessional who receives such notice to the BTU paraprofessional field representative.
- C. The parties agree to negotiate over modifications that may be necessary to the paraprofessional excess pools.

5. Miscellaneous

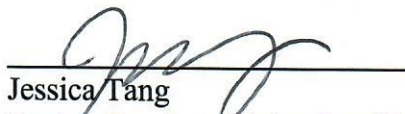
- A. The parties agree that the Employer may send all contractually required communications to Union members via email through the rest of SY19-20. BPS will



provide a copy of the communication to the BTU, including the date sent and a list of the recipients.

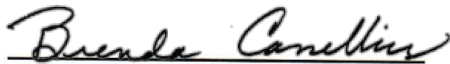
- B. Nothing herein shall limit or expand the Employer's ability to excess, discipline, dismiss or layoff unit members in accordance with the parties' collective bargaining agreement and/or Massachusetts General Laws. If necessary, hearings and meetings may be held remotely.
- C. The parties acknowledge this public health crisis is changing from day-to-day, and the parties reserve all rights under their collective bargaining agreement and state and federal laws to request a reopening of this agreement as conditions may warrant.
- D. This agreement shall be effective upon execution and shall expire either on June 30, 2020 or the lifting of restrictions of BTU members' physical presence in school buildings, whichever date is earlier.
- E. This agreement shall be enforced in accordance with the grievance and arbitration procedure in the existing collective bargaining agreement.
- F. This Agreement is without precedent or prejudice to the rights of the parties in any other form or proceeding, including, without limitation, contract negotiations.

**For the Boston Teachers Union:**

  
Jessica Tang  
Boston Teachers Union President

**Date:** 4/17/20

**For the Boston Public Schools:**

  
Brenda Cassellius  
Superintendent

**Date:** 04/17/2020