

**Memorandum of Agreement between the Boston Teachers Union, Local 66 AFT-
Massachusetts and the School Committee of the City of Boston**

This agreement, entered into this 9th day of September, 2020, between the Boston Teachers Union, Local 66, AFT-Massachusetts (BTU) and the School Committee of the City of Boston (School Committee) is intended to address the impacts on terms and conditions of employment attendant to the City's decision to reopen the Boston Public Schools (District or BPS) for the 2020-2021 school year during the on-going COVID-19 pandemic.

RECITALS

WHEREAS, on March 12, 2020 the Governor of the commonwealth declared a state of emergency due to the public health concerns arising from the onset of the COVID 19 pandemic.

WHEREAS, on April 17, 2020 the parties executed a Memorandum of Agreement (MOA) embodying their agreement on the effects of the pandemic on terms and conditions of employment resulting from the closure of schools for the remainder of the 2019-2020 school year, which MOA has expired.

WHEREAS, subsequent to the end of the 2019-2020 school year, the Massachusetts Department of Elementary and Secondary Education (DESE) has issued a number of guidance documents setting forth expectations and requirements for school districts with respect to reopening schools in the fall of 2020. DESE's expectations and requirements are set forth in a number of guidance documents including, but not limited to, "Initial Fall Reopening Guidance," originally dated, June 25, 2020; "Comprehensive Special Education Guidance for the 2020-2021 School Year," originally dated July 9, 2020; ; "Additional Guidance on Fall Reopening Plans," originally dated July 24, 2020, which also includes a "Frequently Asked Questions for Fall Reopening" document; "Facilities and Operations Guidance," originally published July 22, 2020; and "Protocols for Responding to COVID-19 Scenarios," originally published July 17, 2020 and revised on August 20, 2020. The parties must adjust to and take into consideration DESE's requirements as they plan for the fall reopening.

WHEREAS, on August 14, 2020, the District filed with DESE its BPS School Reopening Plan Draft 2 (BPS Plan), which has a direct impact on the terms and conditions of employment of the members of the bargaining units represented by the BTU.

WHEREAS, the BTU has demanded impact bargaining over the BPS Plan and the parties

have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

NOW THEREFORE, notwithstanding any contrary provision in the parties' collective bargaining agreements or practices, the parties hereby agree as follows for the duration of the 2020 – 2021 work year, unless otherwise agreed by the parties in writing:

AGREEMENT

I. General

- A. Unless specifically modified herein, all terms of the parties' applicable collective bargaining agreement (CBA) remain in effect.
- B. This agreement remains in effect beginning at the start of the 2020-2021 work year and for the duration of the COVID-19 state of emergency or at the conclusion of the 2020-2021 work year, whichever occurs first. If the state of emergency still exists as of end of 2020-2021, the parties agree to reconvene to review the terms of this agreement and discuss possible modifications to be effective as of the 2021-2022 work year.

II. Modified Work Year, Work Day and Worksite

- A. Work Year
 - 1. For school year 20-21, DESE has approved a 170 day learning year for students. This year's school calendar reflects the shorter student learning year and also reflects the 183-day work year required by the CBA.
 - 2. For the 2020-2021 school year, the school year for students may be reduced to 170 days, and student learning time may be reduced to 850 hours for elementary schools and 935 hours for secondary schools.
- B. Workday: The length of the workday for educators shall remain unchanged from the CBA. No matter whether the District is operating a hybrid learning model or a 100% remote learning model, the teaching day and the student learning day will follow the schedule set by the school leader consistent with current CBA provisions.
- C. Work Site
 - 1. Beginning on October 1, 2020, all educators who have been assigned students for in-person learning will work from their assigned school classrooms, and/or offices every Monday, Tuesday, Thursday and Friday. From the start of the school year and before October 1, all bargaining unit members will have the option to work from their assigned workspace.
 - 2. Prior to the start of the student school year, educators may choose to complete remote PD components from home or within District buildings

from September 8-17, 2020.

3. BPS agrees to continue to discuss the issue of differentiated work options and creative schedules within the existing Reopening Task Forces for the purpose of determining if such would be in the educational best interests of BPS students learning remotely and would be operationalizable without the need of hiring additional staff or incurring exceptional public expense. If the Task Forces are able to propose a cost effective and logistically operational plan for such prior to November 1, 2020, BPS will in good faith consider inclusion of these recommendations in an altered learning model plan, to be implemented no earlier than November 16, 2020.

BPS agrees to continue to discuss the creation of differentiated work options and more educationally sound remote and in-person learning through creative schedules and student groupings. These conversations will prioritize the assignment of fully remote teaching as available to members in the following groups, in order of priority

- (i) Educators in a high risk group as defined by the CDC and would be eligible for leave under Families First Coronavirus Relief Act (FFCRA) or Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- (ii) Educators with a household member that is at high risk as defined by the CDC and as a result the household member would have qualified for leave under FFCRA.
- (iii) Educators with a verifiable child care issue due to COVID-19 related closures, per the FFCRA.

III. Employee Expectations

- A. The 2020-2021 school year will begin on September 21, 2020, with all students engaged in remote learning, no matter whether they have chosen the hybrid learning model or the fully remote learning model, as set forth in detail in the BPS Plan, a copy of which is attached and incorporated herein.
- B. Each staff member will record his/her attendance and/or absence electronically at or before the start of the work day as instructed by the District. A member will enter his/her absence into the Substitute Online (SubCentral) program to request daily coverage and into the ESS system for payroll purposes.
- C. For purposes of this Agreement, the following definitions shall apply:
 1. Synchronous Learning - A learning event in which a group of students are

engaged in learning at the same time and during a designated time.

Examples:

- Teacher lecture/direct instruction
- Teacher/educator check-ins with groups or individuals
- Group work
- Services (including counseling, therapy and direct services from ABAs, RSPs and other special education providers)

2. Asynchronous Learning - Forms of education, instruction, or learning that do not occur at the same place or at the same time. Student's have autonomy to complete this type of work at any time during the day with a designated due date. Examples:

- Reading assignment
- Writing assignment
- Projects or activities
- Online or on paper
- Self-recorded teacher lesson
- Recorded videos from other sources

D. All teachers will be required to use Google Classroom and/or Seesaw for each of their classes, unless the District recommends use of any improved program. Google Classroom will be available for all teachers, grades K0-12 and SeeSaw will be available for teachers of students in grades K0-6.

E. Phased in start to school calendar

1. Getting Ready

- a. On September 8, 2020, all BTU members will begin work for the school year.
- b. The contractual 30 minute BTU meeting on the second day of work (9/9) shall remain in effect.
- c. From September 8, 2020 through September 17, 2020, BTU bargaining unit members have the option of working remotely and not from school buildings.
- d. From September 8, 2020 through September 18, 2020, all BTU members will engage in professional development (PD) and physical and/or virtual classroom set up: (1) remotely or in person, at the members' option, from September 8th through 17th.
 - (i) Any long-term or cluster substitute scheduled to begin the school year in a specific school will be required to attend any school-based PD, and shall be paid for such.
 - (ii) Per Diem substitutes, who worked 120 days last year and who certify that they are willing and able to work during SY20-21, will be required to complete five days of PD between September 10 and September 18. They shall be compensated for the time. BPS will determine which days

- they must attend and the materials will be available remotely. These days will be counted towards health care eligibility.
- (iii) Professional development will be recorded and available throughout the year for per diem substitutes. Any additional required PD will be compensated and count towards health care eligibility days.
- e. Each educator shall have no less than 9 hours of self-directed time for physical or virtual classroom setup, and application of PD objectives between 9/8 and 9/18.
- g. September 18 will be professional development day for BTU bargaining unit members designated for room set-up and site-specific safety protocols PD.

2. Phase 1

- a. Beginning September 21, 2020, all BTU teachers begin the school year's instruction of all assigned students.
- b. Beginning September 21, 2020, all grades (K0-12) students will begin remote instruction.
- c. All staff will work their regular, contractual hours.
- d. Remote learning must be designed to meet state mandated Structured Learning Time Requirements, in accordance with 603 CMR 27.00, et al., as such remote learning must be designed and implemented so as to maximize educationally productive student-teacher interactions and synchronous learning opportunities. Synchronous learning opportunities must be designed to provide students with regular, consistent opportunities to access live, synchronous instruction, student-to-student interaction, collaborative assignments/projects, teacher feedback and other needed support.
- e. During the period of remote learning, and subsequent phases, schedules will be designed to maximize opportunities for synchronous learning while also creating opportunities for asynchronous instruction and screen-time breaks for students and staff, while taking into consideration the need for simultaneous, collaborative planning and meeting time for staff as well. Each period/class shall have a synchronous component on each day that the period/class meets.
- f. As soon as reasonably possible, BPS will identify locations for centrally-based special education and/or other specialized personnel to deliver services (eg. SLP, ABA, OT, ESL, etc.) and assessments by appointment, particularly, but not exclusively, to address evaluation backlogs and compensatory services in instances wherein the evaluations or services cannot be provided remotely in accordance with applicable guidance.

3. Phase 2

a. Beginning October 1, 2020, students identified as having high in-person learning needs, including identified students with disabilities, English learners, students experiencing homelessness, students placed out-of-district by the Department of Children & Families, and students identified by school's student support team and confirmed by the District, report for in-person learning.

1. "High needs" consideration will be given to students:

a. Special Education Students

- i. PL3 students in day schools and in sub separate strands
- ii. High Complexity Inclusion students in all-inclusion schools

b. English Learners, including:

- i. SLIFE students
- ii. ELs who are also high needs special education students
- iii. ELs with ELD levels 1 and 2 who are in high-intensity literacy training, or for whom graduation requirements and time to complete both English as a Second Language and content level classes is shorter than other grade levels.

c. McKinney-Vento: Students experiencing homelessness, using the McKinney-Vento definition.

d. DCF: Students in care of the state.

e. As identified by SSTs, students who parents and staff agree require additional in-person schooling, if available in assigned school building(s).

4. Phase 3

a. No earlier than October 15, 2020 (Group B) and October 19, 2020 (Group A), students in grades K0, K1 and K2 report to buildings in hybrid groups A and B for in-person instruction.

b. No earlier than October 22, 2020 (Group B) and October 26, 2020, students in grades 1-3 report to buildings in hybrid groups A and B for in-person instruction.

5. Phase 4

a. No earlier than November 5, 2020 (Group B) and November 9, 2020 (Group A), students in grades 4-8 and students in secondary schools

in grades 6-8 report to buildings in hybrid groups A and B for in-person instruction.

- b. No earlier than November 16, 2020 (Group A) and November 19, 2020 (Group B), students in grades 9-12 report to buildings in hybrid groups A and B for in-person instruction.

F. Remote-Only Model

1. Remote-only instruction will begin on Monday, September 21, 2020 in line with the beginning of Phase 2, set forth above.
2. Students who are remote by choice will have the same learning expectations as “in-person” students and the same expectations for compliance with any applicable IEP services and/or ESL minutes.
3. The district will provide access to virtual backgrounds for educators who need them.
4. The limitations for virtual instruction set forth in any prior MOA, including limitations on work hours, use of virtual video conferencing and other virtual platforms do not apply.
5. Students who haven't chosen a "remote or hybrid" option will receive contact from the school and/or the District in their native language to ask and record their preferred option. Students will not be assigned a default option unless contact is attempted. Parents/students can switch their choice by contacting their school and/or the District, though changes may not take effect until the next marking period in accordance with DESE guidance.
6. No BTU bargaining unit member will be required to work for more minutes than the CBA provides without all contractually required break(s). All subs will have the same breaks that the teachers they are covering have under the teacher CBA. All other schedules will consider the need for breaks.

G. Wednesdays

1. Beginning in Phase 2 and continuing through the remaining Phases, Wednesdays will be remote for all students and staff, if they choose to work remotely, in order to facilitate cleaning and sanitizing protocols.
 - a. BTU bargaining unit members must notify their school leader or supervisor on or before September 21, 2020 for the first term, and five (5) school days prior to the start of subsequent terms, if they are selecting to work from a remote location on Wednesdays.
 - b. School leaders or supervisors may direct any BTU bargaining unit member to work from a District-assigned location when there is work that

must be done in-person when, in the leader's/supervisor's opinion BTU bargaining unit member is not fulfilling the member's responsibilities effectively when working from a workspace outside of the District. Prior to issuing the direction, the leader/supervisor must provide the BTU bargaining unit member the reasons for the direction in writing.

2. All staff will work regular contractual hours every Wednesday, whether remote or in buildings.
3. Wednesdays will include synchronous and asynchronous learning opportunities for students that require sufficient time on learning to account for a full day of instruction.

IV. Technology and Educational Materials

- A. Teachers, including voc-ed educators, shall be provided the appropriate technology to teach live video lessons and recorded lessons to serve students learning remotely.
- B. All other BTU members [e.g. paraprofessionals, related service providers, itinerants, etc.] shall be provided and/or have access to appropriate BPS technology, including laptops as available, necessary to complete their in-person work and serve students, including those learning remotely, before September 21.
- C. BTU members, including specialists, shall take student attendance through *Aspen* on a daily and/or class basis.
- D. Teachers and students in voc-ed programs will be provided industry-specific instructional materials, where available, such as online learning platforms, virtual simulation software, e-textbooks, technical videos and other resources.
- E. The District will make reasonably best efforts to ensure that all students, including voc-ed students, will receive educational toolkits that contain content and grade level appropriate materials and/or tools. Items in the toolkits shared with the BTU.

V. Public Health and Safety

- A. Public Health Benchmarks.
 1. The District will continue to partner with the BPHC to monitor key data metrics in order to allow us to appropriately plan for and respond to public health issues that may arise. The critical metrics, all of which are measured citywide and by neighborhood, as a 7-day trailing moving average, include:
 - Daily number of positive tests
 - Daily percent of positive tests
 - Daily visits to emergency rooms with COVID-19-like symptoms
 2. By September 18, 2020, BPHC will post these metrics on its public-facing website twice weekly. BPS will link from the BPS website to the BPHC metrics, and BPS will provide sufficient translated directions on its website

to ensure that the BPHC-posted metrics are understood by the BPS community.

3. If the citywide COVID-19 positivity rate rises above 4% citywide, BPS will transition to full remote learning for all students and BTU bargaining unit members will have the option to be remote as well. When the Boston Public Health Commission or other City or State authority determines that the school district can reopen, BTU bargaining unit members will be expected to return to BPS buildings.

4. Free tests are currently available to members of the community daily at 20 sites around the City of Boston; in combination over 1,500 free tests are currently available on a daily basis. In addition, if the COVID-19 positivity rate is at or above 8% (double the citywide rate metric) in any neighborhood identified in the BPHC list below at the same time that the citywide positivity rate remains below 4%, the District will offer free COVID-19 testing weekly to up to 5% of BTU bargaining unit members. Testing will be random, with over sampling drawn from staff who work in school sites located in the neighborhood(s) with positivity rates measuring at or above 8%. If no neighborhoods exceed 8% positivity rate, the District will still provide up to 5% of BTU bargaining members with such testing, but with oversampling of BTU members whose work assignments regularly place them in close physical proximity to students who may not be able to socially distance, are unable to wear a mask, or who require physical support, such as hand-over-hand support and modeling, feeding, toileting and/or physical restraint, as referenced in Section V. D. 6 below. Teachers will not be eligible for re-testing as part of this program within 14 days of a prior test. Testing will only be available for members who are physically reporting to school buildings with students. Test results will be made available to the tested person and the BPHC within 24 to 48 hours.

East Boston
Dorchester 21, 25 (zip codes)
Dorchester 22, 24 (zip codes)
Roxbury
Fenway
Roslindale
Jamaica Plain
Hyde Park
Mattapan

Charlestown
Allston/Brighton
South End
Back Bay, Beacon Hill, West End, Downtown, & North End
South Boston
West Roxbury

5. The District will provide publicly available weekly reports on incidents of infection by school.

B. Facilities

1. BPS shall maintain all buildings and classrooms in accordance with the CDC guidance [[linked here](#)] and the July 22, 2020 directives issued by DESE [[linked here](#)], including the requirement that districts maximize air movement in school buildings in order to help minimize the risk of COVID-19 exposure.
2. On an ongoing basis starting on the effective date of this MOA, BPS will share with the BTU completed school-specific information reflecting the progress of school preparation data required in the BPS-provided reopening plan template.
3. All worksites will be evaluated within one month of staff and students reporting to the buildings. The results of these independent evaluations shall be publicly available on the BPS website. BPS will furnish data by school/building of all previous tests in the past calendar year: dates, what tests or measurements were taken, the results, and any remedies or repairs made since.
4. **Building Walk-Throughs**
 - a. Beginning September 14, 2020, up to five members of the BTU Facilities Subcommittee and up to five BPS representatives will conduct BPS-scheduled and coordinate walkthroughs of identified BPS buildings (Snowden, Mather, BTU Pilot and BLA as well as two others randomly selected) to ensure buildings comply with DESE and applicable OSHA guidance, if any. Representatives of other BPS unions will be invited to attend.
 - b. On September 18, 2020, all BTU members will be invited to tour their school building. Tours will be completed by school leaders accompanied by the assigned custodian and/or other Facilities representatives.
 - c. During the week of September 14, school-based Health and Safety Teams will be provided an opportunity to complete a scheduled walk-through of their building to verify that the building meets DESE guidance and the facilities, cleaning and sanitation provisions of the BPS Plan as recorded in the Facilities checklist made available to BTU members at the time of the walk-through.

- i. The Health and Safety Team members participating in the walk-through will create and submit by, September 18, one joint punch list of any repairs or modifications required by DESE guidance and/or the BPS Plan. Completed punch lists and the District's written response to same will be published on a publicly available website.
- ii. Beginning October 1, 2020, a bargaining unit member who has been assigned in-person students or is choosing to work in a District space will be required to report to an alternative space in their school building if their usually assigned space is in need of any repairs or modifications required by DESE guidance and/or the BPS Plan and mutually agreed upon Facilities Checklist, as identified on the submitted punch lists and confirmed by the District, and will continue to work in the alternatively assigned space until the necessary repairs or modifications are completed on the originally assigned space.

5. HVAC and Air Quality:

- a. Prior to September 14, 2020, the District will complete an audit of all HVAC systems and assess the air quality in each building. BPS will increase the circulation of outdoor air as much as possible by opening windows and doors, using fans and other methods as deemed appropriate.
- b. Unless used as an emergency exit, interior doors will be propped open to increase air ventilation and reduce the number of people touching the door during the day.
- c. Schools with automated HVAC systems will operate with open dampers to provide as much air in as possible without affecting recommended humidity (generally 40%-60%) and temperature levels (generally 68-77 degrees);
- d. Filters will be upgraded (if necessary) to remove volatile organic elements, such as bacteria and virus and the outdoor intake will be increased to circulate fresh air into the building. All HVAC filters will be upgraded to the highest density filter that can be accommodated for that unit.
- e. Schools without automated HVAC systems will operate with a combination of mechanical ventilation and open windows to maintain maximum ventilation without affecting recommended humidity (generally 40%-60%) and temperature levels (generally 68-77 degrees).
- f. In workspaces for which the HVAC system cannot maintain 6 air exchanges per hour or 20 CFM per person of fresh air, the district will provide and maintain window fans to create a continuous air exchange.
- g. Any air purifiers purchased by a staff member for workspace use will be maintained by said staff member and will be openly identified as personal property.
- h. Staff will direct ventilation concerns to their school leader

immediately.

- i. Educators who are currently assigned to work in classrooms that do not have windows or adequate air ventilation as defined by DESE guidance and/or the BPS Plan must be given an alternate work space that is suitable and does have windows and otherwise meets the DESE guidance for air ventilation. Non-mechanically ventilated spaces or spaces without windows cannot be used for in-person instruction or for workspace occupied by more than one person to the extent the size of the workspace does not allow for appropriate social distancing in accordance with public health guidelines. If an employee believes workspace does not meet these standards they may contact OHC.

6. Cleaning and Sanitization

- a. The School Department will follow the law protecting public employees on cleaning protocols by implementing the protocols and procedures identified in the BPS Plan and provided directly to the BTU. Nothing in these guidelines reduces the requirements to follow all federal, state and local laws that protect public employees.
- b. A facilities safety plan developed by the District and approved by the Boston Public Health Commissions, including a detailed list of cleaning and disinfecting practices/protocols, will be implemented on a regularly scheduled basis starting and a log of the cleaning will be made available by request of the school leader.
- c. Before staff return to buildings, all classrooms will be cleaned and disinfected as per CDC guidelines. In addition, student and teacher desks will be cleaned and disinfected between cohorts as specified in section V. E. 7-8. below.
- d. Each school will be equipped with at least three months of sanitation supplies, including adequate supplies of soap and paper towels.
- e. Each school will be equipped with hand washing stations throughout the building as needed.
- f. The District will maintain a supply of classroom cleaning and disinfectant supplies including but not limited to disinfectant spray, paper towels, hand soap for sinks, and hand sanitizer.
- g. The District will provide comprehensive daily compliance logs in bathrooms, nurses offices, cafeterias, and other common areas within the school, with written practices and standards available upon request.
- h. Cleaning kits including hand sanitizer, extra soap, cleaning materials (and gloves, as available) needs to be available in each classroom and office with at least 60% ethyl alcohol or ethanol and should be replenished daily.
- i. Where applicable, voc-ed students and staff will receive their own individual safety glasses and other high use materials, gear and supplies.

7. The District in consultation with the BTU will provide safety training for staff, families and students on moving throughout the building and on proper use of sanitation supplies.
8. In order for custodians to facilitate daily cleaning and sanitizing protocols, all staff must exit the school building within one hour after the end of his/her work day, unless granted advance permission by the building administrator.
9. Vocational Shop Instructors will receive appropriate time in their schedules for cleaning tools and equipment in between hand-ons projects.
10. The District will advocate for fire and intruder drills being moved to the second half of the school year.
11. Members are expected to report all facility concerns directly and immediately to the school leader.

C. 2020-2021 Health and Safety Committee: A Joint Health and Safety Committee may be established at each school consisting of members of the Union and District representatives. This committee is to consist of at least two BTU members, at least one of which should be an elected BTU Building Rep or BTU designee, and should preferably also include a member of the District administration, custodians, and the school nurse and other members as jointly agreed by the school leader and BTU Building Rep or BTU designee at each school, including but not limited to a parent and a student. This Committee may meet during the 2020-2021 work year to provide recommendations in accordance with DESE & public health guidelines surrounding building-based issues regarding cleaning and safety protocols. This committee will address health and safety situations, concerns, and information as it comes up. This committee will oversee the implementation of safety protocols, support teachers and staff with managing the demands of the situation, and provide a safe resource when a teacher needs information.

D. Personal Protective Equipment

1. All staff must wear a mask/face covering while on school property unless provided with an individual accommodation due to disability and/or health consideration, as approved by the Office of Human Capital.
2. Staff members will be provided two reusable masks/face coverings. Disposable masks will be available for staff who forget their masks. Acceptable face coverings include multi-layered cotton masks, disposable surgical masks and/or KN95/N95 masks. Neck gaiters, open chin triangle bandanas and face coverings containing valves, mesh material or holes of any kind are not considered appropriate face coverings. Masks need to cover the mouth and nose.
3. Face shields may not be used in place of masks but may be used in addition to masks. Staff who feel that they need an extra layer of protection may request that the district provide a face shield, as available, in addition to a standard medical mask. Staff who wear a face shield are responsible for cleaning and sanitizing their face shields. As set forth below, staff who are assigned to a setting where physical distancing is not possible will be

provided additional Personal Protective Equipment.

4. Specialized masks that allow the wearer's mouth to be visible will be provided to staff in circumstances when the visibility of a speaker's mouth is necessary. Such circumstances may include speech therapy sessions, working with students who are deaf or hard of hearing, other special education services, reading instruction, English Language Learner services, World Language class and for staff working with students in grades preK-12+, as determined by the appropriate administrator.
5. Nurses shall be provided PPE in accordance with DESE and applicable OSHA guidelines for health workers.
6. Staff members whose assignments regularly place them in close physical proximity to students who may not be able to socially distance, are unable to wear a mask, or who require physical support, such as hand-over-hand support and modeling, feeding, toileting and/or physical restraint, will be provided an appropriate supply of PPE appropriate to their work duties and in compliance with DESE and public health guidelines (N95 respirators and/or additional protective gear as needed: face shields, gowns, gloves) and means of disposal. All who wear an N95 or similar respirator will be provided with the equipment, fit testing, training and related requirements of the DESE guidance and, if applicable, OSHA 1910.134, OSHA's respiratory protection standard. Any educator as defined in this section will be provided an N95 mask, and/or other PPE as required by the DESE guidance and/or as an accommodation granted pursuant to the provisions of the Americans with Disabilities Act.
7. PPE and cloth or comparable face coverings will be disposed of as required by applicable public health and other relevant regulatory guidelines.

E. Physical Distancing

1. Classrooms will be set up to allow for 6 foot physical distancing between people throughout the day. Each classroom will include a teacher's desk area that is placed at least 6 feet away from any student. Teachers must maintain physical distancing of no less than 6 feet at all times.
2. Staff are encouraged to install floor markings to visibly demarcate the area for students' to approach the teacher's desk for instructional assistance. Tape will be provided for this purpose, on request.
3. Staff bathrooms will be limited to one adult occupant at a time.
4. The District has provided plexiglass and/or vinyl shields for work that requires closer contact than six feet or work in administrative spaces in which many staff have work reasons to visit the space.
5. A medical waiting room, ideally with a dedicated restroom and/or sink, will be established within every building for the purpose of sequestering any student exhibiting any COVID-related symptoms until they can be picked

up by their guardian or other adult authorized to remove the child from school. The room will not be used for storage or any other purpose for the duration of the pandemic. At least one designated, trained staff member should be available to be called to the room at all times in case there is a need to isolate a symptomatic employee or student. When providing care for anyone with suspected or confirmed SARS-CoV-2 infection, personnel who need to be within 6 feet of a sick colleague or student should be provided appropriate PPE as required by DESE and public health guidance (including gloves, a gown, a face shield or goggles, and an N95 or equivalent or higher-level respirator or a surgical facemask if a respirator is not available, or as appropriate).

6. Teachers should clean their personal space and personal work area, including their desk.
7. Teachers are responsible for instructing students to clean desks and other student-specific surfaces.
8. All commonly touched surfaces within each building will be cleaned daily by District custodial staff.
9. Outside visitors will not be allowed to enter BPS buildings. Signage will be posted outside so visitors are aware of this policy.
10. Traffic patterns shall be devised in collaboration with school leaders unique to each individual school. Signs in accordance with recommended social distancing will be posted and clearly marked in hallways, cafeterias, libraries or any other area where students and staff walk.

F. Home Health Screening

1. Before entering the building each day, each staff member will complete a health checklist developed by the district.
2. Employees who are diagnosed with COVID-19 shall report the diagnosis to the Office of Human Capital immediately.
3. Students will be required to self-check temperatures and other symptoms of illness before coming to school.
4. In the event students behave in a way that jeopardizes public health and safety, the district will enforce the Code of Conduct. Safety protocols will be clearly defined for students and parents prior to students entering the school. Student adjustments may include:
 - a. Teacher redirection and/or reminders as needed;
 - b. Removal of student from the classroom and notification of parent;
 - c. Alternative instruction provided in a safe environment.

G. Community Exposure

In the event of an infection or a presumed positive individual having become ill after a close contact situation, the BPS Infectious Disease protocols will be followed. All areas (classrooms, bathrooms, etc) that the

individual entered shall be closed for cleaning and disinfecting, if the room has not already been cleaned and disinfected since the individual was last present in the room. The district will coordinate with the BPHC to notify all individuals --both staff and students-- with whom the infected person came into close contact during the confirmed positive case's infectious period as identified by public officials from the local board of health managing the confirmed positive case. Based on current guidance, the infectious period for COVID-19 has been established by the Centers for Disease Control (CDC) as beginning two days prior to the onset of symptoms or two days prior to the receipt of the positive test result in the case of an asymptomatic individual.

VI. Employment Benefits

A. Pay and Benefit.

1. Employees shall receive their full pay and benefits as provided in the CBA and as adjusted by this MOA.
2. BPS will pay the applicable stipend if a sport or activity occurs during the 2020-2021 School Year. If the season is cancelled or the sport or activity does not take place, payment of stipends will be determined individually based on whether the role can be fully executed as intended, independent of the learning plan in place. Determinations will be made by the District in consultation by the Coaches Committee.

B. Leaves of Absences

1. All staff are encouraged to review and understand the District's Summary of Leave Options, which is available through OHC.
2. Any employee who requests a leave of absence or accommodations is expected to contact the Office of Human Capital (OHC). If a staff person has a medical condition that prevents them from physically working in the building, the District shall follow the appropriate state and federal laws and contractual provisions regarding accommodations and/or leave. Any staff member requesting accommodations retains the option to return to work in person.
3. Conversations between staff members and HR about medical conditions are confidential. Communications with healthcare providers about staff members will pertain only to the medical condition(s) that has prompted the request for an accommodation.
4. Staff who are required to take a leave, based on a required quarantine due to COVID-19 quarantine due to a traceable workplace exposure or workplace suspected exposure will not be required to use their sick leave during the

period of quarantine. On a case-by-case basis, the District will determine whether or not the staff member will work remotely during this time. The provisions of sick time and personal days remain applicable, at any point during the quarantine, for the staff member working remotely.

5. Staff who are required to take a leave, based on a required COVID-19 quarantine not due to a traceable workplace exposure or workplace suspected exposure (i.e. member of household tests positive), will be required to use their sick time during the period of quarantine. On a case-by-case basis, at the request of the staff member, the parties will determine whether or not the staff member can work remotely during this time. If determined they can, the staff member will not have to use his/her sick days.
6. Absent a reasonable accommodation approved and provided by the District, BTU bargaining unit members will report to their school building or other assigned District-work location within the District to perform their work, unless directed otherwise by the Superintendent, pursuant to this MOU. BTU bargaining unit members working from any location outside of their District-assigned work location shall do so from an appropriate, professional, dedicated workspace.

- C. Child Care. Subject to an employee's execution of the waiver below, the District agrees to allow all BTU bargaining unit members to bring their school-aged child/children who are in grades K-12 to school with them for any fully remote learning times, in the event the staff member cannot find childcare. It is the staff member's responsibility to ensure that synchronous instruction is not adversely impacted by the presence of their child/children. The building administration will determine specific protocols as necessary. No District or school-based resources, including but not limited to referral to or use of nursing staff time or attention, will be made available to children in care pursuant to this provision. If the District moves to a fully remote learning model, BTU bargaining unit members may bring their K-12 children to school Monday through Friday if childcare coverage is needed.

VII. GENERAL ITEMS

- A. All staff members are mandated reporters. As mandated reporters, any suspicions regarding the abuse or neglect of a child under 18 years of age that arise during any Phase and/or instructional model must be immediately conveyed by all BTU members to the building principal or designee in accordance with the procedures set forth in Superintendent's Circular SUP-20. Nothing prevents a staff member from also notifying the Department of Children and Families directly when such staff member has reasonable cause to believe abuse or neglect has occurred.
- B. During the school year 2020 - 2021, no employee is permitted to provide private

tutoring/counseling to a Boston Public Schools' student, either virtually or in-person, if (1) the student is employee's current student; or (2) the employee has recommended a District student for tutoring and the employee is paid for the services; or (3) the employee has solicited tutoring services from District parents; or (4) the employee uses District resources to privately tutor; or (5) the tutoring is required by or paid for by the District, unless allowed by the employee's collective bargaining agreement. Employees are reminded to reference the Massachusetts State Ethics Commission's FAQ for Public School Teachers.

- C. Regardless of the online platform used, staff must take all reasonable precautions to protect students' confidentiality when working remotely. These precautions may include working in a separate location when making work-related phone calls and logging out of a device and all accounts after accessing work-related information.
- D. Just as is expected while working in the school building environment, while working remotely in a non-school setting, employees will make reasonable efforts to ensure that the confidentiality of student records is maintained (i.e. locking all computers/devices when not in use, securing hard copies, ensuring that no one can overhear conversations with/about students). The parties recognize that employees cannot guarantee the confidentiality of records, virtual discussion, or other matters which relate to student confidentiality. The parties agree that it is the District's ultimate responsibility to ensure compliance with federal and state student record laws.
- E. A subcommittee will be established to define norms for the use of remote video for staff, students, and families.
- F. Use of personal devices: In the course of remote teaching, staff will not be expected to give out personal telephone numbers. Staff will be responsible for contacting students by phone when this is necessary, including through the use of TalkingPoints for text messaging as provided by BPS.
- G. Unless modified by terms of this MOA, all terms of the collective bargaining agreement remain in full force and effect.
- H. This agreement shall not be modified except for in writing and by mutual agreement and consent of both parties. The parties agree to revisit relevant sections of this MOA if state guidance changes.
- I. The terms of this agreement shall be enforced through the grievance and arbitration procedures in the Collective Bargaining Agreement.
- J. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.
- K. This Agreement will be effective upon execution and approval by the members of the Boston Teachers Union and ratification of the School Committee of the City of Boston. It shall expire on June 30, 2021, or upon the return to full in school

education for all District students without COVID-19 related health and safety requirements.



Jessica Tang
President
Boston Teachers Union

Date: 9/9/20



Brenda Cassellius, Ed.D.
Superintendent
Boston Public Schools

Date: 9/8/2020

DRAFT - WAIVER AND RELEASE

The Boston School Committee agrees to allow all staff members to bring their school-aged child/children to school with them during remote learning time (afternoons, any full remote learning days) at their request, in the event the staff member cannot find daycare. In consideration of the School Committee agreeing to allow me to bring my school-aged child/ children to school on remote learning days, I agree to irrevocably waive, and to forever release the Boston Public School District and all their officials, employees, agents and School Committee and its members (collectively "the Releasees") from any and all claims, rights of action and causes of action that I or my child may have had, may have now, or may have in the future arising from personal injuries, including but not limited to illness, to my child/children from bringing my child/children to my school building with me.

I further agree and promise to indemnify, defend and hold harmless the Releasees for any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries, including but not limited to illness, to my child/children resulting from bringing my child/children to school with me.

I agree to provide written certification on each day that I bring my child/children to my school building that the child/children is not/are not exhibiting signs of illness and that the child/children has not/have not been in close contact with any person who exhibited symptoms of COVID-19, with any person suspected of having COVID-19, and/or with any person who has tested positive for COVID-19.

I further agree and promise to indemnify, defend and hold harmless the Releasees for any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, by any person arising from personal injuries, including but not limited to illness, alleged to have been caused by my child/children while such child/children was/were present at my school building.

I affirm that I have read this *Waiver and Release Form* and that I understand the contents of this Form. I understand that bringing my child/children to my school building with me is voluntary and that I am doing so because I am unable to secure childcare.

By signing this form, I affirm that I have decided to bring my child/children with me to work with the full knowledge that the Releasees will not be liable to anyone for personal injuries, including but not limited to illness, that my child/children sustain while on school property.

Name

Signature

School

Date

This form must be completed and returned by the first day an employee brings his/her/their child or children to school and brought to the Principal's Office. Failure to do so will result in the employee's being unable to have his/her child/children on school property.