

MEMORANDUM OF AGREEMENT BETWEEN
Boston Public Schools
And
Boston Teachers Union
(Returning High Needs Students To Four Schools)

Notwithstanding any conflict between the terms of this side agreement and the parties' September 9th MOA or September 29th MOU, this side agreement (herein "Agreement") shall prevail and consequently the adherence of BPS to this agreement will not constitute a violation of the MOA, MOU, or the CBA, nor will the BTU, or any of its members, initiate or support any grievance asserting same. This agreement applies only to the schools listed in paragraph 1, and it will immediately take effect upon execution and shall expire at the conclusion of the 2020-2021 school year or a full resumption of in-person schooling, whichever shall occur first. Nothing herein prevents the District from returning more students to more buildings consistent with the prior MOUs and/or public health guidance.

WHEREAS the Boston Public Schools ("BPS") and the Boston Teachers Union ("BTU") (collectively "the Parties") recognize the need for in person learning for highest need students of the Boston Public Schools;

WHEREAS the Boston Public Health Commission has determined that it is safe to reopen the schools identified in this Agreement, subject to the conditions outlined below; and

WHEREAS, in an effort to further the Parties' stated goal of returning students safely to classrooms, and recognizing the unique student populations served in the schools below, the Parties agree as follows:

Identifying high needs students for purposes of this proposal

1. The Parties agree that the following "High In Person Priority" students shall have the option to return to the four listed schools (McKinley schools, Horace Mann School for the Deaf and Hard of Hearing, Carter School, and Henderson Inclusion School) for four days per week (Monday, Tuesday, Thursday and Friday) for in-person learning beginning on Monday, November 16, 2020:
 - 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
 - c. McKinney-Vento: Students experiencing homelessness, using the McKinney-Vento definition
 - d. DCF: Students in care of the state

Safe Facilities

Personal Protective Equipment

2. BPS will have a 60-day supply of various types of masks (3-layer cloth masks, FDA-approved surgical/medical-grade masks, clear masks), eye protection, nitrite powder-free, latex-free gloves, and gowns for staff coming into the building who will be delivering in-person services.
3. BPS will provide each nurse with five N95 masks for use in accord with CDC approved extended use protocols. If a nurse sees a student or staff member with COVID symptoms as defined by the CDC, and that student or staff member tests positive for COVID, BPS will provide the nurse with an additional N95 mask.
4. BPS will have a 60-day supply of disposable masks for students who will be receiving in-person services.

Ventilation and Filtration

5. BPS agrees to that the listed schools will either have Central HVAC systems with dedicated or 100% outside air ventilation systems, or portable air purifier units installed in all learning spaces regularly occupied by students. MERV-13 filters have been purchased and will be installed within Central HVAC systems as guidance recommends for equipment as allowable.
6. BPS agrees to install portable air purifier units in the four listed schools for all special education classrooms regularly being utilized by students for in-person learning as well as medical waiting areas and nurses' offices. Air purifier units will be installed as warranted by square-footage of each room.
7. BPS agrees to conduct air quality and ventilation testing in accordance with the options set forth in the Harvard School of Public Health 5 Step Guide to Checking Ventilation Rate in Classrooms in a representative sample of classrooms during school hours. If a majority of samples do not reflect an ACH of at least 3, BPS will increase the representative sample size of classrooms by 10%. BPS will allow a BTU observer and will share the measurements and results. If the test for a classroom reflects an ACH below 3, BPS will take action to increase the ACH to at least 3 or provide a new classroom.
8. As suggested within guidance provided by the CDC, DESE, ASHRAE and the BPHC, BPS has complied with and completed all preventive maintenance and repairs required by the state to its HVAC systems within all BPS buildings. ASHRAE's COVID-19 compliance checklist includes provision of adequate ventilation rates and air exchanges for all Central HVAC buildings, and uses Indoor Air Quality monitoring as a method for verification of adequate and sufficient ventilation.
9. BPS agrees to release a bid for Indoor Air Quality data loggers, which will be installed in all BPS classrooms. The data loggers will measure IAQ metrics live and record them centrally to be managed and responded to as needed by Facilities Management. The IAQ data loggers will also allow BPS to provide direction and guidance for teachers and staff within non Central HVAC buildings to open or close windows as necessary to ensure proper ventilation rates.

Temperature

10. As always, BPS intends to comply with Mass General Law Section 113, Chapter 149, which requires that adequate heat be provided from October 15-May 15. Specifically, BPS chooses to maintain 68–78 degrees Fahrenheit, adopted as a comfort guideline from the Massachusetts State Sanitary Code (Chapter 2 for Habitable Housing, 105 CMR 410.201) during the heating season (all school buildings) and cooling season (only for mechanically ventilated buildings with AC). Adjustments can and will be made as requested.
11. Temperatures will be monitored by the Energy Division each day, and temperature reports will be made available showing each building's average temperatures at 7:00 am, 11:00 am, and 3:00 pm for the prior day.

Testing

12. BPS agrees to provide free weekly COVID testing to BTU members who consistently report to work in school buildings at the Carter School, Horace Mann, McKinley Schools, and Henderson via the City of Boston's mobile testing program or at a nearby testing site up to 300 weekly tests.
13. If more than 300 tests are needed, the City of Boston continues to offer over 1,500 free tests on a daily basis across the City of Boston.
14. Additionally, BPS Health Services continues to work with BPHC, Children's Hospital, and a select group of community-based health centers to pursue accelerated testing options.

Bathrooms and Handwashing

20. All BPS bathrooms have exhaust fans/systems as required by the Building Codes. BPS is currently running all bathroom exhausts 24/7, and is inspecting and maintaining bathroom exhaust fans to ensure continued operation.
21. Health Services has worked with schools to ensure that each health office had a permanent or temporary sink.

Notification

22. BPS shall communicate established protocols for notification and contact tracing. BPS staff shall adhere to the established COVID-19 protocols and timeframes for notifying staff members, students, and families. In accordance with these protocols, Health Services will contact close contacts individually by phone for each individual case to inform the individual and provide the recommendations from BPHC regarding quarantine, testing, and recommend that the individual notify their primary health care provider. Health Services and the Office of Communications will work with school leaders to notify all members of the school community, including related service providers who were providing in-person support at the school during the possible transmission time period, in writing via school messenger as soon as we have contacted or have made several attempts to contact the identified close contacts.

Staffing at Each School

23. The Parties agree that school leaders, with staff input, shall determine the staffing levels needed to provide the necessary in-person student services. School leaders shall work with their BTU

building reps to determine if sufficient teachers assigned to the school will opt-in to report to school to maximize the in-person student learning experience and perform the necessary operational responsibilities.

24. The Parties agree that if a school leader needs additional teachers or staff to report in-person to the school or to be ready and available to report to the school if needed, the school leader will submit new or revised staffing plans to the Reopening Task Force in accordance with the September 29, 2020 MOU. The school's proposals may include solutions such as co-teaching and one-to-one job swapping amongst appropriately-qualified, licensed staff members within the school, so long as the plan ensures adequate coverage for students learning both in-person and remotely by appropriately-qualified and licensed staff to perform the necessary operational responsibilities. In addition, the Reopening Task Force may consider a wide range of personal, family, and equitable circumstances when assessing which teachers and staff should report or be ready and available to report to school if needed. Pursuant to paragraphs 3 and 4 of the September 29th MOU, the plans must be approved by the designated Regional School Superintendent as well as the BPS Superintendent.
25. After the procedures detailed above in paragraphs 23 and 24 have taken place and there are still insufficient appropriately-qualified and licensed BTU members committed to return to in-person learning, school leaders will retain their management rights to instruct additional appropriately-qualified and licensed BTU members to report to the building as needed to meet student and operational needs. In order to ensure students are receiving consistent services, staff who individually commit or who are instructed to report are required to continue to report in-person for the duration of in-person learning of their assigned students for, at a minimum the end of the term. The district will make every effort to notify both educators and families about any changes in being in person or remote with at least two calendar days' notice.
26. Where it is operationally feasible, the four listed schools shall endeavor to implement schedules in which in-person teachers are predominantly focused on providing in-person instruction whereas other teachers are predominantly focused on providing remote instruction. Teachers focused on facilitating in-person learning will collaborate with teachers facilitating remote instruction to ensure that all students in a classroom, whether learning in person or remotely, will have periodic opportunities to interact and learn together.



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