

AGREEMENT
between
THE BOSTON TEACHERS UNION and
THE BOSTON SCHOOL COMMITTEE

RE: Health and Safety for SY21-22

Notwithstanding any conflict between the terms of this agreement and the parties' collective bargaining agreement, the terms of this agreement shall prevail.

In response to the Boston Teachers Union's ("BTU") demand to bargain over the impacts of BTU members returning to school amidst the coronavirus pandemic, the parties hereby agree to the following:

1. The Boston Public Schools ("BPS") will provide 6ft socially-distanced isolation space or room in each school for testing and isolating students who are symptomatic with Covid-19 symptoms and awaiting test results or who have tested positive for Covid-19. Concerns around the location, privacy and supervision of a school isolation space should be brought to the attention of the school operational leader. A team of equal numbers of BTU and BPS representatives (not to exceed six total members) selected by each respective party will visit the school to problem-solve together. Should additional space or rooms be needed the school leader will consider non-instructional spaces first.
2. BTU members will bring their own masks, but BPS will provide masks if staff forget to bring their mask or it is damaged throughout the day.
3. BPS will have a supply of various types of masks in various sizes (including clear masks), eye protection, nitrite powder-free, latex-free gloves, and gowns as needed for staff in accordance with DESE and CDC guidance.

BPS will provide PPE in accordance with DESE and CDC guidance for specialized groups of employees, upon request, including the following:

Applied Behavioral Analysis (ABA)-Based

- Face Shields
- Disposable Gowns
- Surgical Masks

Early Childhood Center-Based

- Face Shields
- Disposable Gowns
- Surgical Masks

Early Childhood Inclusion

- Face Shields
- Disposable Gowns
- Surgical Masks

Emotional Impairment

- Face Shields
- Disposable Gowns
- Surgical Masks

Emotional Impairment - Internalizing

- Face Shields
- Surgical Masks

Inclusion

- Surgical Masks

Mild Intellectual Impairment

- Surgical Masks

Moderate Intellectual Impairment

- Face Shields
- Surgical Masks

Multiple Disabilities/Physical impairment

- Face Shields
- Disposable Gowns
- Surgical Masks

Severe multiple disabilities

- Face Shields
- Disposable Gowns
- Surgical Masks

Separate Day

- Face Shields
- Disposable Gowns
- Surgical Masks

Specific Learning Disabilities

- Clear Masks
- Surgical Masks

4. BPS will provide each nurse with five N95 masks for use in accord with CDC approved extended use protocols. KN95 masks will also be provided as needed per CDC guidelines.
5. BPS agrees to install and maintain Indoor Air Quality data loggers in classrooms. BPS recognizes its responsibility to provide the union information under G.L. c. 150E and will fulfill its obligations accordingly.


6. All BPS staff will have the opportunity to participate in BPS weekly pool testing. BTU members who are showing symptoms that have developed during the workday, should notify their supervisor and the member will be able to self-administer a rapid test, when such tests are available, in the school's isolation space/room in order to remain in school if the test is negative. BPS has informed the BTU that it is taking steps to procure self-administered rapid tests for staff members who develop symptoms during the workday.
7. Nurses will not perform student or staff pooled testing, but nurses will perform Binax rapid tests for symptomatic students. Nurses shall notify health services when there is a symptomatic student who has received a rapid Binax test and the results of the test. Nurses may also call for guidance or assistance, which may include additional staff support, if students' needs exceed their capacity. The school nurse is not required to be the CIC coordinator.
8. Temperatures will be monitored by the Energy Division each day, and temperature reports will be made available, upon request, showing each building's average temperatures at 7:00 am, 11:00 am, and 3:00 pm for the prior day.
9. For the purpose of contact tracing, BPS will include for "close contact" anyone who meets the definitions set forth by BPHC and CDC protocols. BPS will adhere to and follow all relevant BPHC contact tracing protocols. When BPS learns of a change in the BPHC's definition of "close contact" or the relevant BPHC protocols it will promptly notify the BTU. After contract tracing has been completed, BPS will communicate to the school community that there was a positive case. BPS has informed the BTU that it has hired 5 contact tracers for the start of the 2021-2022 school year to expedite contact tracing.-
10. Asymptomatic employees identified as a school-based/BPS-based close contact must participate in the test and stay program in accordance with DESE and BPHC guidance.
11. BPS will continue to report positive COVID-19 cases by school weekly on the BPS website.
12. The Union agrees to accept the City of Boston Vaccine Verification or Required Testing for COVID-19 Policy (hereinafter the "Policy") in which all covered employees of the City of Boston ("City") shall be required to verify their vaccination status; and any employee who does not verify that they are fully vaccinated will be required to submit proof every seven (7) calendar days of a negative COVID-19 screening test. The Union further agrees that the BPS has satisfied all of its bargaining obligations under M.G.L. c. 150E associated with implementation of the Policy.
13. The Parties agree that upon execution of this Agreement, the City shall re-establish a balance of ten (10) workdays (not to exceed 80 hours) of COVID-19 sick leave, as provided for in the City's Temporary COVID-19 Leave Benefits, for each Union employee. (This Agreement does not provide for a COVID-19 sick leave balance in excess of ten (10) work days/80 hours of COVID-19 sick leave as currently provided for

in the City's Temporary COVID-19 Leave Benefits). Further, the Parties agree that on the anniversary of the effective date of the Policy, and annually thereafter, the City shall re-establish a balance of ten (10) workdays (not to exceed 80 hours) of COVID-19 sick leave for each Union employee for each year that the Policy remains in effect. (This Agreement does not provide for a COVID-19 sick leave balance in excess of ten (10) work days/80 hours of COVID-19 sick leave as currently provided for in the City's Temporary COVID-19 Leave Benefits).

For this 2021-2022 school year, BTU bargaining unit members who are fully vaccinated, or who have a documented and approved medical or religious accommodation **and** are in compliance with submitting weekly negative COVID-19 tests, and who exhausted the 10 days of COVID-19 leave referenced above in paragraph 13, and who test positive for COVID-19 may receive up to ten (10) additional work days of paid leave if they provide signed medical documentation that they are COVID-19 positive.

14. While BPS is operating fully in-person, educators will not be required to "simultaneously" teach. "Simultaneous teaching" is where educators are providing live instruction to students learning in the school building at the same time as students learning remotely. BTU members will provide daily relevant coursework that can be accessed by students digitally through the school's platform so that students who are absent can continue to make progress that aligns with their classmates and so that the students may work with outside tutors to maintain pace with classroom instruction. When an entire class is temporarily fully remote, educators may be directed to teach the class remotely. The parties agree to meet to discuss strategies for continuity of learning for students who are temporarily not able to learn in person, and, to negotiate to the extent required by law.
15. This agreement shall take effect upon execution and expire on June 30, 2022 unless extended by mutual agreement.
16. The terms of this agreement shall be enforced through the grievance and arbitration procedures of the Collective Bargaining Agreement.
17. This Agreement is subject to approval by the Boston School Committee.
18. The parties agree that this agreement shall not be used to set a precedent on any other matter.


Jessica Tang
President
Boston Teachers Union


Brenda Cassellius, Ed.D
Superintendent
Boston Public Schools

BPS has informed the BTU that they will continue the following safety and health protocols from last year:

1. BPS bathrooms have exhaust fans/systems as required by the Building Codes and BPS is inspecting and maintaining bathroom exhaust fans to ensure continued operation.
2. Each health office has a permanent or temporary sink.
3. Tents have been procured for each school for the 2021-2022 school year.
4. All schools either have Central HVAC systems with dedicated or 100% outside air ventilation systems or portable air purifier units. BPS will continue to maintain the portable air purifier units installed last school year in all instructional spaces regularly occupied by students for in-person learning. MERV-13 filters have been installed within Central HVAC systems, as guidance recommends, for equipment as allowable. BPS just completed the required 6-month filter replacements for air purifiers. BPS will continue to replace filters on the cycle consistent with manufacturer guidelines.