

AGREEMENT
between
THE BOSTON TEACHERS UNION and
THE BOSTON SCHOOL COMMITTEE

RE: Health and Safety for SY22-23

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. If a student is determined to be symptomatic with COVID-19 symptoms they must immediately put on a medical mask. Each school shall designate an isolation space or room to be used for students who are awaiting testing, test results if they are eligible for symptomatic testing, or while they wait to be picked up from school. Staff who supervise the space will be provided with appropriate PPE as needed including KN95 masks that are properly fitting if the staff is in the same room with the student.
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 provide a supply of various types of masks in various sizes (including clear masks), and nitrile powder-free, latex-free gloves.
3. For specialized groups of employees from either the office of early childhood or the office of special education, BPS will provide, upon request, face shields, disposable gowns, and surgical masks.
4. BPS will provide each nurse with N95 masks for use in accord with CDC approved extended use protocols. KN95 masks will also be provided as needed per CDC guidelines.
5. Staff should stay home if they are experiencing symptoms of COVID-19. Employees can access testing through their healthcare provider or a local testing site. 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 antigen test that, if needed or requested, will be provided at the worksite. Staff must report any positive test results.
6. All staff and students will be provided one take-home rapid test every two weeks containing two tests. Schools will continue to be supplied with adequate rapid antigen tests for testing of symptomatic students and staff .
7. In order to ensure the health and safety of all students and staff, during the life of this agreement, the parties agree that BPS may need to contract with external agencies to provide nursing services to students, to fill in on a temporary basis during the period of time when Boston Public Schools has COVID-19 protocols and policies in place while

BPS engages in a good faith effort to fill vacant positions, but such contracts shall not cause any BTU members to lose their position nor set precedent.

8. BPS will have at least one COVID-19 coordinator stipend position in each school, which may be available to BTU or non-BTU employees. Nurses have the first right of refusal
9. Nurses will perform a rapid antigen test when there is a COVID-19 symptomatic student during the school day. Nurses must record positive test results.
10. Temperatures will be monitored by the Energy Division through Indoor Air Quality Sensors 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.
11. If there are multiple positive cases of COVID-19 in a classroom or cohort, the school nurse should submit a Multiple Positives Reporting Form to Health Services on the same day, and work with them on response efforts.
12. BPS will continue to report positive COVID-19 cases by school weekly on the BPS website.
13. 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.
14. The City of Boston extended the COVID-19 Emergency Paid Sick Leave (EPSL) Policy on August 12, 2022. The extension provides Ten (10) workdays (not to exceed 80 hours) of COVID-19 sick leave 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).
15. 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.

16. The BTU agrees BPS has met any and all bargaining obligations it may have, under G.L. c. 150E or the parties' collective bargaining agreement, regarding the reopening of school and any matters addressed in this Agreement.
17. This agreement shall take effect upon execution and expire on June 30, 2023 unless extended by mutual agreement.
18. The terms of this agreement shall be enforced through the grievance and arbitration procedures of the Collective Bargaining Agreement.
19. This Agreement is subject to approval by the Boston School Committee.
20. The parties agree that this agreement shall not be used to set a precedent on any other matter.

Jessica Tang
President
Boston Teachers Union

Drew Echelson, Ed.D
Acting Superintendent
Boston Public Schools