

AGREEMENT
between
THE BOSTON TEACHERS UNION and
THE BOSTON SCHOOL COMMITTEE

RE: RETURN FOR 5 DAYS OF IN-PERSON LEARNING

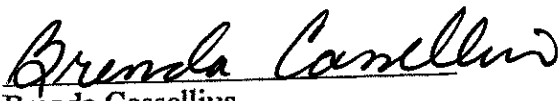
April 14, 2021

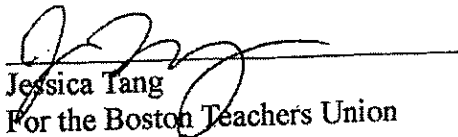
Notwithstanding any conflict between the terms of this agreement and the parties' September 9th MOA, November 15th MOA or January 11th side letter of agreement, the terms of this agreement shall prevail.

In response to the mandate of the Commissioner of the Massachusetts Department of Elementary and Secondary Education that all K-8 students be provided the option to return to 5 days of in-person learning on April 5, 2021, in furtherance of the parties' goal to return all students and staff to safe schools, the parties hereby agree to the following:

1. BPS will apply to DESE for a waiver for offering 5-days of in person learning to students in grades K-8 until April 26. BPS intends to comply with DESE guidance regarding the return of grades 9-12.
2. BPS will continue to work on providing sufficient internet access/bandwidth and charging access in schools. Educators, who are working in-person, will not be disciplined or have their evaluation negatively impacted on the grounds that there was inadequate internet access/bandwidth or technology to implement instruction. Educators shall report problems with internet connectivity as soon as they experience challenges, and the lack of connectivity will not be a valid excuse if an educator did not report the issue to their supervisor at the time of the problem.
3. BPS agrees that schools may consider flexible options to separate simultaneous teaching of in-person and remote students. Schools are encouraged to continue to use the guidance template which delineates steps to consider and when possible use concurrent teaching resources that have been made available.
4. BPS will continue publishing cleaning protocols and encourages BTU members to share concerns with their school leader if protocols are not being followed. The parties will continue to address concerns through existing channels of communication.
5. BTU members will not be required to move furniture to different locations on or off the school site. BPS will provide assistance with moving and storage as needed to allow for social distancing in accordance with CDC or DESE guidelines. BTU members are expected to set up classrooms as needed.

6. Adequate space, equipment, and staffing shall be provided for breakfast, lunches, recess, arrival and dismissal to allow all to socially distance in accordance with CDC or DESE guidelines. This may include, but is not limited to, use of outdoor spaces.
7. BPS agrees to implement the City of Boston's policy regarding FFCRA benefits to all BPS employees. If the City of Boston changes its policy regarding the FFCRA, BPS will provide the BTU notice of the change but such a change will not trigger a bargaining obligation.
8. Plexiglass dividers will be made available to educators upon request while supplies last at the school or in the Office of Facilities Management. Classrooms where students cannot wear masks or socially distance shall be prioritized.
9. At the discretion of the school leader, schools may charge up to 3 centrally funded substitutes per day. The parties agree that per diem substitutes must work in person. Substitutes shall not be used to allow a teacher who is required to report in-person to work remotely without approval. Schools with greater than 600 students in person may request approval for additional centrally funded substitutes from BPS central office.
10. BPS health services will provide an informational webinar open to all families, students and employees, explaining BPS's Covid-19 notification and "close contact" procedures. The BTU may submit questions by the end of day April 16, and Health Services will attempt to respond/cover the union's questions in the webinar. The webinar will be recorded and posted on the BPS website.
11. All schools will operate on the early release schedule on April 14. BTU members will use the time after students are released to prepare for the upcoming change from hybrid to 5-days per week of in person instruction.
12. This agreement is enforceable through the grievance and arbitration procedure in the collective bargaining agreement.
13. This agreement shall expire on the final day of school for students in June, 2021.


Brenda Cassellius
For the BPS School Committee


Jessica Tang
For the Boston Teachers Union