

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS UNION**

Regarding the Reopening of Schools for the 2020 – 2021 School Year

December 4, 2020

WHEREAS, the Brookline School Committee (“Committee”) and the Brookline Educators Union (“Union” or “BEU”), collectively referred to as the “Parties”, have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

WHEREAS, the Parties wish to memorialize their understanding about certain aspects of 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 school year:

1. **Work Year**: The work year for all educators covered by this Agreement shall remain unchanged. The number of instructional days for students will be 170 for the 2020-2021 school year.

1.1 The first 10 Days:

The Educator work year will begin on September 1, 2020. The first 10 days of the 2020-2021 work year starting with September 1, 2020 will be reserved for District-directed/scheduled: professional development, training, curriculum work including the development of asynchronous lessons, collaboration time, the equivalent of 2 days (12 hours) of independent preparation time for teachers (Unit A), and/or other professional work such as:

1. Review and practice health and safety procedures, including school entry and exit procedures, transition routes, hygiene stations. (estimated to be 3 hours in person)
2. Prepare classroom / office space for use by educators or others; be prepared for in-person instruction to commence and collaboratively arrange classroom spaces for students and staff to facilitate social distancing. This shall be voluntary for educators whose students are not returning on September 16, with the understanding that those educators will need to do this work, outside the student day, before their students return in person.
3. Inventory, prepare and distribute materials and devices to students and families (estimated to require between 3 and 5 days in person).
4. Safety Care professional development for teachers, paraprofessionals, and administrators working with high needs in person. (estimated 1–2 days in person)
5. Special Education student evaluations (support the completion of back-logged evaluations from the spring) at the discretion of the educator.
6. Family and student engagement in person (outside “meet and greets”), phone calls, student visits (in accordance with and as mandated in student IEPs). In-person student orientation/meet and greets with classes outside.
7. ELE assessments.

The District will assign PDP points for appropriate professional development sessions, and educators who attended these sessions will have PDP points awarded and available by February 1, 2021.

In addition, as provided in Article 10.2 of the Parties' collective bargaining agreement, the BEU will be provided with an opportunity to address teachers at the first general faculty meeting of the school system on September 1, 2020.

Employees may work remotely on the work days on and between September 1 and 8, 2020., but need to work from their school building/district-assigned location on the work days on and between September 9 and 15 inclusive, unless otherwise reasonably permitted to work remotely by their Principal/Director.

No more than two people shall occupy a space unless the space has the sign showing the ventilation is at least "good" in that space, and bathrooms will have a sign showing proper ventilation. Pipes have been flushed. All educators shall follow building face covering and distancing protocols inside the building with the exception of participating in Safety Care training. To support social distancing, principals shall endeavor to stagger the in-person training sessions within each building.

1.2 Teaching/Learning Models

a. The school year for all students will begin on September 16, 2020. As of August 31, 2020, the District intends to begin the work year with students in preschool, pre-k, kindergarten, and in high-needs programs attending school in person five days per week. Students in grades 1 through 8 inclusive and grades 9 through 12 inclusive will begin school in a remote model.

b. The District will consult with the BEU and the Brookline Board of Health to monitor metrics related to: positive case rates and trends in the Town of Brookline, the State of Massachusetts and Greater Boston, individual schools, and the District as a whole; the ability of PSB and the Brookline community to implement mitigation measures; and adherence to ventilation standards. Based on guidance from the state, and after consultation with the BEU, the District may move the entire District or individual groups or classrooms within the District one or more times to a fully remote schedule at any time during the school year and may move the District or individual groups or classrooms within the District back to an in-person or hybrid schedule one or more times at any time during the school year.

c. COVID-19 related Health and Safety consultations with the BEU and the District will normally happen biweekly but will move to weekly when any one of the 5 following community metrics is exceeded, in order to more closely monitor the situation and to discuss the advisability of remaining in the current model. The 5 community metrics are:

- positive test rate in Brookline of 3%
- positive test rate in Massachusetts of 3%
- number of daily new cases (based on a 14-day average) of 4 per 100,000 individuals in Brookline
- number of daily new cases (based on a 14-day average) of 8 per 100,000 individuals in Massachusetts.
- number of daily new cases (based on a 14-day average) of 6 per 100,000 individuals in Emergency Medical Services Region 4.

Such consultation will include no more than three (3) representatives from the District and no more than three (3) representatives from the BEU.

1.3 Work Location

a. Educators shall not be required to work in school buildings for the first 4 days of the work year.

b. For the remainder of the work year, educators may be required to work in school buildings. Educators must work from their school buildings whenever their assigned students are on the school campus except when otherwise permitted by the principal/director. However, educators may be allowed to work remotely with their principal's/director's approval and when they can perform all of their duties and responsibilities remotely.

Even when an educator is allowed to work remotely, the principal/director/supervisor may direct such educator to work from a school location when there are meetings/activities or other work that the principal/director/supervisor determines needs to be performed in the building or on campus.

If an educator and the educator's principal/director have a difference of opinion on whether the educator may work remotely, the principal/director and the educator will meet to discuss the matter. The educator may bring a BEU representative to the meeting and the principal/director may include the Human Resources Director in the meeting.

c. An educator may be required to provide services to a student located in a building not owned or leased by PSB, such as student homes, hospitals, or other non-District locations. In this case, the provision of visit/services by teletherapy or outdoors will first be considered. Should this not be an effective provision of services as determined by the Special Education Director/principal, the educator will be granted a meeting to discuss health and safety matters with his/her supervisor and the Special Education Director (if applicable) and may bring an BEU representative to such a meeting.

d. Educators providing services at non-District locations will be offered enhanced PPE and cleaning supplies. If the educator is a paraprofessional, they shall be given the \$1 differential if not already receiving such. Additionally, families must agree to health and safety protocols in their homes (COVID health attestation screening for members of the household, wearing masks when employees are working in their homes) and services shall be rescheduled if such protocols are not being met or a household member is symptomatic. An educator with health and safety issues will be granted a meeting to discuss such issues with his/her supervisor and may bring a BEU representative to such a meeting.

e. Paraprofessionals shall be allowed to fax, or scan/email their timesheets each week. This process may be changed to a full electronic timesheet as allowed by the Paraprofessional CBA.

1.4 Educator Assignments

a. The District will provide educators with fourteen (14) calendar days' notice when it intends to move them from a full remote model to a hybrid model or from a hybrid model to a full in-person model or from a full remote model to full in-person model. This fourteen-calendar day notice requirement does not apply to (i) returns to hybrid or full in-person models from temporary remote model such as when a class moves to remote pending the outcome of COVID-19 testing, (ii) pre-planned student transition between models in November, (iii) or other emergent circumstances (e.g. homelessness of student serviced by 1:1 para.)

b. As directed or provided in their schedules, educators may be assigned to teach groups of students who may be fully remote, remote in a hybrid model, and/or in-person at a school building. As conditions change these schedules could change. Both the District and the BEU will support efforts of teachers to engage students (in developmentally appropriate ways) simultaneously in multiple environments (synchronously with students in person and remotely) through the use of technology and innovative pedagogy. Educators will provide robust synchronous and asynchronous support of lessons for in-person and remote learners in their classes. Educators will incorporate best practices

into their instruction, using their judgement to determine which strategies, instructional modes and materials to use to teach the required standards and curriculum.

c. While the District (not including RLA) is in remote and hybrid learning models, the District shall endeavor to provide teachers with additional district-directed unassigned time during the typical work week, which is at times called unassigned time, preparation periods, professional development and collaboration time. In addition to the release days in the 2020-2021 school year calendar and while the District (not including RLA) is in a remote and hybrid learning models, beginning in January 2021, the Superintendent shall designate two early release days for students per month starting at 12:30 for further additional district-directed unassigned time, with approximately half of this time being preparation time for Unit A.

d. Although staff members understand the need for flexibility as the year progresses, if at any point a staff member feels like their assignment has become unreasonable, the member will first communicate with their direct supervisor to share their concerns. If that does not resolve the situation, the faculty member can appeal to the Superintendent and/or his central office administrator designees and invite BEU representatives.

e. *[This section intentionally left blank.]*

f. *[This section intentionally left blank.]*

g. The Superintendent/designee shall return employees to the employee's 2020-2021 position in the 2021-2022 work year if the position is still available or if the same position is not available to a similar position. (Nothing in this statement diminishes the rights of the Superintendent with respect to non-renews and layoffs.)

h. The Superintendent/principal recognize the Committee's obligations to make reasonable accommodations for employees with disabilities under state and federal law which may include remote work. The Superintendent/principal will consider licensure, reasonable accommodations, best interest of students, experience, and any special situations the employee voluntarily discloses such as an employee has a documented medical history placing the employee at risk of COVID-19 and serious illness or the employee is caring for someone with a documented medical history placing the individual at risk for COVID-19 and serious illness, or an employee is experiencing difficulty in arranging child care for the employee's school-age child(ren) because of COVID-19.

2. **Workday:** The length of the workday for educators covered by this Agreement shall remain unchanged from the Parties' collective bargaining agreement. While the length of the workday will not change, the Superintendent/principal may adjust the scheduled start and end times for certain educators within the constraints and with notice provided for by the appropriate CBA.
3. **Student Attendance and Grades:** Educators shall continue to be responsible for ensuring student attendance is taken each day at the elementary level and at the start of each period at the secondary level. Educators shall continue to enter student attendance and grades into the District's student management system.

4. **Educator Evaluation:**

The Parties shall comply with the Educator Evaluation requirements as contractually obligated. However, because of the later student start date and new modes of educating, the Parties will negotiate any needed changes to the Units A and B Educator Evaluation System.

5. **Assignments:**

5.1 Paraprofessional Assignments: While the parties agree that paraprofessional's normal duties are of utmost importance for students and other educators, a Supervisor may assign paraprofessionals to perform duties during their work day including but not limited to family contact/follow-up, snack/meal delivery to and collection of food service items to students in classrooms, and tracking of meals, books, equipment, and materials.

5.2 Assignments of all Educators: [withdrawn because it is covered by the CBAs.]

5.3 Remote Learning Academy (RLA): The Superintendent/principal recognize the Committee's obligations to make reasonable accommodations for employees with disabilities under state and federal law which may include remote work. The Superintendent/principal will post all of the RLA positions and will consider licensure, reasonable accommodations, best interest of students, experience, prior expression of interest in working in the RLA, and any special situations the employee voluntarily discloses such as an employee has a documented medical history placing the employee at risk of COVID-19 and serious illness or the employee is caring for someone with a documented medical history placing the individual at risk for COVID-19 and serious illness, an employee is experiencing difficulty in arranging child care for the employee's school-age child(ren) because of COVID-19, and the employee's professional preference for an assignment in the RLA. The following information will be included in the posting:

- Description of the RLA
- A link to Expert Panel #4 "The Panel Statement on Indoor Environment" 8/21/2020
- A statement that the employee may be returned to the employee's 2020-2021 position in the 2021-2022 work year if the position is still available or to a similar position. (Nothing in this statement diminishes the rights of the Superintendent with respect to non-renews and layoffs.)
- A statement that the employee should include a list of all of the positions the employee is interested in filling in priority order
- Special Situations for applicants: The information below may be provided voluntarily by the applicant within the application and will be considered.
 1. Employee has a documented medical history placing them at risk for COVID-19 and serious illness
 2. Employee resides with an individual who has a documented medical history placing the individual at risk for COVID-19 and serious illness.
 3. Employee has child care issues related to COVID-19 for the employee's school-aged child(ren)
 4. Employee previously expressed an interest in being assigned to a position in the RLA
 5. Employee has a professional preference for an assignment in the RLA

Nothing in this Section requires the Superintendent/principal to appoint any applicant to a RLA position. The posting will be made on or about September 10, 2020, and positions will be filled as soon as practicable.

Educators have until September 11, 2020, to request a discretionary leave of absence without pay for the 2020-2021 work year by submitting a request by email to the Human Resources Department at SchoolHR@PSBMA.org. Nothing in this Section guarantees that a request for a leave of absence will be granted. Educators on leave pursuant to this Section shall notify Human

Resources Department at SchoolHR@PSBMA.org no later than April 1, 2021, of their intention to return to work for the 2021-2022 work year.

6. Distance Learning:

- a. All employees shall use District-approved platforms for on-site, hybrid, and distance learning as directed by their building Principal or Supervisor.
- b. All educators may be required to provide distance learning instruction to students outside the classroom. Educators are required to provide the same amount of direct instruction (synchronous and asynchronous) as they would provide if students were onsite.
- c. All educators shall be equipped with a District device, such as a laptop computer, enabled with a camera and a microphone or a Chromebook.
- d. *[deleted – addressed elsewhere]*
- e. *[deleted – addressed elsewhere]*
- f. Unit A educators shall continue to meet their obligations under 4.3L of the CBA by providing virtual office time.
- g. *[deleted – addressed elsewhere]*
- h. *[deleted – addressed elsewhere]*

7. Required Face Coverings: The Committee has provided the BEU with a copy of its Policy on Face Coverings which is accessible at <https://www.brookline.k12.ma.us/site/handlers/filedownload.ashx?moduleinstanceid=4942&dataid=8981&FileName=PSB%20Policy%20on%20Face%20Coverings%20Voted%209.14.20.pdf> and which may be changed from time to time by the Committee. To the extent there are any impact bargaining obligations associated with any such changes, the Committee will meet such obligations.

8. Personal Protective Equipment and Cleaning Supplies: As recommended by the DESE, the District shall maintain a supply of:

- disposable masks
- subject to availability N-95 or KN-95 masks
- goggles/eye protection (non-prescription)
- face shields
- disposable gowns
- disposable gloves

While educators may be using their own masks, educators who need a disposable mask during the day will be provided with one. The principal and the coordinator of school health services may determine that because of an educator's job duties which may include diapering, feeding, physical restraint, enhanced PPE is necessary for such educator. An employee who is not currently slated for enhanced PPE and who believes their job duties are such that additional protection is warranted, may, with or without a BEU representative, appeal to their principal and the coordinator of school health services. Enhanced PPE may include KN-95 masks (subject to availability), face shield or goggles, gowns and gloves. Subject to availability, an educator shall be provided with KN-95 masks if the educator provides a doctor's note documenting the educator's own medical condition requiring such masks to the Director of Human Resources.

All classrooms shall be provided with sufficient PPE supplies for students.

9. Health and Safety Committee:

- a. Using the agreed-upon electronic form, staff shall report health and safety concerns within their schools. This information will be stored online and accessible to the BEU President, the appropriate principal/designees, the Health and Safety Committees described below, and designees from the Facilities Department. The parties agree to establish a subcommittee to develop the form.
- b. The District and Union shall establish and maintain health and safety committees in each school. Said committees shall be made up of up to three Union representatives and up to three school administrators. These committees shall meet at least twice a month starting no later than October 30.
- c. The District and Union shall reactivate and maintain the district-wide health and safety committee established in Article 4.10 of the CBA. Said committee shall be made up of four union representatives and up to four Committee representatives. The committee will meet during the 2020–2021 work year at least monthly starting no later than October 30 to make recommendations to the Superintendent to address issues that were not resolved at the building level regarding cleaning and safety.

10. Leaves of Absence:

10.1 Nothing in this Agreement diminishes any leave rights that are in the Parties’ collective bargaining agreement or under law.

10.2 Educators shall request a discretionary leave of absence without pay for the 2020-2021 work year by submitting a request by email to the Human Resources Department at SchoolHR@PSBMA.org. Nothing in this Section guarantees that a request for a leave of absence will be granted. Educators on leave pursuant to this Section shall notify Human Resources Department at SchoolHR@PSBMA.org no later than April 1, 2021, of their intention to return to work for the 2021-2022 work year. (Educators without professional teacher status (PTS) are reminded that a leave under this Section may affect the three previous consecutive school year requirement.)

11. Quarantine and Sick Leave

A. Commencing January 1, 2021

In the event that the Emergency Paid Sick Leave Act (EPSLA) is not extended by Congress after December 31, 2020, the District will extend the educator’s remaining EPSLA benefit through the end of the 2020-2021 school year as if the EPSLA had not expired on December 31, 2020.

B. For the 2020-2021 School Year

If an educator must isolate because the educator is ill with COVID-19 or is showing symptoms of COVID-19, and the educator cannot be assigned to work remotely during the isolation period, and has exhausted the educator’s right to EPSLA leave (including any extension by the District of EPSLA leave), the educator will use 20% of the educator’s accumulated sick leave at the start of the 2020-2021 work year including the sick leave acquired in the 2020-2021 work year. After using this 20% in the 2020-2021 school year, the educator may apply to the sick leave bank regardless of eligibility.

If an educator is not ill but must quarantine because of a federal, state, or local quarantine order related to COVID-19, and the educator cannot be assigned to work remotely during the quarantine period, and has exhausted the educator’s right to EPSLA leave (including any extension by the District of EPSLA leave),

the educator may apply to the sick leave bank regardless of eligibility. Through the end of the 2020-2021 school year, a quarantine as described above is a qualifying purpose for the sick leave bank, provided that the quarantine is not due to an action that is contrary to federal, state, or local mandates or travel guidance. In case of such an action due to exceptional circumstances, the educator may appeal to the Director of Human Resources.

Educators may supplement the EPSLA benefit (including any extension by the District of EPSLA leave) with accrued sick leave so that the educator receives full pay for the EPSLA period.

At the end of the 2020-2021 School year, educators may donate sick days to a reservoir of days that their colleagues can use to pay back the sick leave bank. If there are not enough days in the reservoir, the days will be used proportionally to the need. If there are too many days in the reservoir, the days will be returned to the donating educators proportionally.

12. Ventilation:

- a. Before any space is initially occupied, the ventilation systems shall have been tested and the test results for each room shall be made publicly available. These reports shall include at least: the kind of room; the size of the room; and the rate of “clean air” flow. Each space described in b and e below shall have a sign on the door indicating its ventilation status. A log showing all ventilation testing results, inspections and work shall be made accessible on-line to all staff and the Union. Clean air shall be defined as fresh air, air filtered with MERV-13 filters or better, or air treated with ultraviolet germicidal irradiation. This can be accomplished through a combination of mechanical ventilation, window and fans, and stand-alone filtration units.
- b. All spaces occupied by more than one person are to be provided with enough clean air to at least provide four (4) air exchanges per hour for classrooms, prep spaces, meeting rooms, and offices. The ventilation will provide at least four (4) air exchanges per hour or 15 liters per second (31.8 cubic feet per minute) of clean air per occupant for large spaces such as cafeterias, auditoriums, gymnasiums, and libraries. Medical waiting rooms for staff and students who are showing COVID symptoms will be provided with at least eight (8) changes per hour of clean air.
- c. All filters shall be changed at the manufacturer's recommended intervals or more frequently by trained personnel.
- d. Mechanical ventilation systems (not including portable HEPA filtration units) will be scheduled to run for two (2) hours before and two (2) hours after rooms are scheduled to be occupied.
- e. All bathrooms shall have exhaust fans to provide exhaust ventilation in keeping with specifications and applicable code/industry requirements, and will be operated continuously (with any bathroom windows closed) while schools are occupied.
- f. One CO₂ monitor per school building will be made available to educators.

13. Social Distancing and Cohorting. The Union and District are committed to both (i) social distancing and cohorting as part of a multi-layered approach to health and safety, and (ii) returning schools to full capacity when it is safe. Therefore, the District shall ensure the following social distancing/cohorting parameters:

- a. there is sufficient space in every space occupied by more than one person to permit 6 feet distance between chairs.

- b. there are 6-foot markings on doors, floors and/or walls where students and staff may frequently congregate.
- c. hallways and entrances/exits are marked for one-way travel where possible.
- d. *[This subsection d intentionally left blank.]*
- e. Students (not including siblings) shall be separated by 6 feet on school buses to the extent possible, and limited to one student per row, alternating sides per row, and windows shall be open as much as possible. The current procedures used for Vans shall continue.
- f. Any employee who in-person shall teach, provide classroom support or provide other direct services with more than:
 - (i) 200 different students in a two-week period or
 - (ii) 100 different students in more than one school in a two-week period
 will be provided with enhanced PPE upon request.
- g. For specialists who in-person shall teach, provide classroom support or provide other direct services, such as but not limited to art, music, and physical education teachers, and world language teachers who work in person with more than:
 - (i) 200 different students in a two-week period or
 - (ii) more than 100 different students in more than one school in a two-week period,
 the principal will coordinate with the specialist's other principals (if any), and seek, within existing resources, to permit one or more of their classes to be taught remotely in addition to providing enhanced PPE upon request.

In order to reduce the cross-cohort exposure to students and staff, principals will seek, within existing resources, to limit the number of times an educator described in this subsection g. would monitor indoor mask breaks or indoor lunch. If such an educator monitors indoor mask breaks or indoor lunch, they shall only do so with a cohort they already see in person during the week.

- h. Any educator as described in subsections f or g above will be granted a meeting to discuss health and safety matters with his/her principal and/or supervisor and may bring BEU representatives to such a meeting. If the educator does not believe her/his concerns were satisfied by this meeting, the educator may bring an appeal to the Superintendent and/or the Superintendent's central office designee and may bring BEU representatives to such a meeting.
- i. Any educator monitoring students during indoor mask break and lunch shall be provided enhanced PPE upon request.
- j. There shall be no visitors in the school buildings during the school day and two hours before and after, except for those workers, volunteers or other individuals who are essential to the smooth running of the school. For example, for food service deliveries, or repairs of copy machines, other equipment, etc.
- k. The distancing parameter in Section 13.a may be modified before the conclusion of this agreement if and only if:

- two of the three bodies agree that 6 foot distancing is no longer required: the CDC, MA Department of Health, or Brookline Department of Health; or
- evidence of scientific consensus affirms that said change is appropriate, possibly in combination with other measures (such as increased ventilation), as more evidence of the efficacy of specific measures becomes available.

At such time, either party may initiate negotiations regarding the reduction in the distancing with this process:

1. At least one week before negotiations begin, the initiating party shall send a written proposal to the other party, and a public hearing will be held by the School Committee before negotiations begin.
2. These negotiations shall be limited to no more than three weeks in duration with a minimum of two bargaining sessions per week commencing in the week following the public hearing. The School Committee will implement the agreement reached between the parties; in the absence of an agreement the School Committee has the right to implement its last best on-the-record offer.

14. Health and Safety Training: The Committee has provided the BEU with its protocols on Health and Safety Training which are accessible at https://drive.google.com/drive/folders/1-bfq98pWkQdWrdZtDjPxdEyvuxW2QV_E?usp=sharing and which may be changed from time to time by the District. To the extent there are any impact bargaining obligations associated with any such changes, the Committee will meet such obligations.

15. Cleaning and Disinfecting: The Committee has provided the BEU with its protocols on Cleaning and Disinfecting which are accessible at https://drive.google.com/drive/folders/1-bfq98pWkQdWrdZtDjPxdEyvuxW2QV_E?usp=sharing and which may be changed from time to time by the District. To the extent there are any impact bargaining obligations associated with any such changes, the Committee will meet such obligations.

16. Special Benefits for COVID-19

- A. In order to support educators working in schools with children who are enrolled in PSB and are not in a school building full-time, the district will attempt to provide supervised proctoring help options for those children.
- B. When an educator is required to have a COVID-19 test because of a contact traced to the educator's work in the PSB and the educator does not have insurance coverage for such testing and cannot obtain testing from one of the state's no cost testing sites, the District will cover the cost of the test provided by the Town's testing site
- C. In the Units A and B CBAs, the Work Related Injury and Illness section 5.5.H shall be modified for the duration of this agreement (2020-2021 school year) to:
 - i. add diagnosed COVID-19 within three weeks of being identified as a close contact traced to a work exposure;
 - ii. increase the per person maximum from \$250 to \$750 and the aggregate cap from \$5,500 to \$25,000 for diagnosed COVID-19 within three weeks of being identified as a close contact traced to a work exposure.

By mutual agreement, the Parties may agree to reopen or extend this Agreement beyond the 2020-2021 work year.

The parties agree that at either's request they will negotiate about issues related to implementation of rapid-turnaround diagnostic testing or broad-based surveillance testing for educators.

This agreement is subject to ratification by the Union membership and approval by the School Committee. Agreed to by the negotiating teams for the parties on the date(s) indicated below. (The parties agree that their electronic signatures shall be deemed authentic signatures.)

Brookline School Committee
Negotiating Subcommittee

Brookline Educators Union



Suzanne Federspiel
Date: December 18, 2020



Jessica Wender-Shubow
Date: December 18, 2020