

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

**COVID RELATED WORKING CONDITIONS FOR THE START OF THE
2021-2022 SCHOOL YEAR**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Brookline School Committee (“Committee,” “Employer” or “District”) and the Brookline Educators Union (“Union” or “BEU”), collectively referred to as the “Parties”, after having engaged in good faith negotiations regarding the reopening of school for the 2021-2022 school year;

WHEREAS, the Parties had previously and successfully negotiated regarding health and safety and working conditions for the reopening of school for the 2020-2021 school year and addressed health and safety issues including but not limited to ventilation, air filters and purifiers and whereas the Committee continues to maintain the HVAC systems and change filters in accordance with recommended schedule; and

WHEREAS, the District has hosted multiple vaccination clinics since the 2020-2021 school year and whereas the District has continued hosting such clinics and has continued to encourage vaccination for individuals eligible to be vaccinated;

WHEREAS, the District continues to follow the arrival and dismissal procedures outlined in the June 18, 2021 Superintendent’s memo;

WHEREAS, the District continues to follow the directives of the local Board of Health in COVID-19 contact tracing and has continued to report positive COVID-19 cases on the District’s website;

WHEREAS, the Parties have met to negotiate in good faith over the impact of the ongoing COVID-19 pandemic on terms and conditions of BEU bargaining unit members (hereinafter referred to as “employees”) for the start of the 2021-2022 school year; and,

NOW, THEREFORE, the Parties agree as follows:

1. Duration of Agreement:
 - a. The provisions of this Agreement are intended to address working conditions at the start of the 2021-2022 school year. The Parties recognize that the current health situation presented by the COVID-19 Virus is an unusual circumstance and an ever-evolving situation as health guidance and recommendations continue to develop.
 - b. The provisions of this Agreement may be modified as necessary to comply with applicable state or federal law or regulatory changes, DESE regulations and/or guidance, and/or DPH/CDC guidance. In such a case, the Parties will reconvene negotiations to the

extent required by law. This Agreement will expire at the end of the 2021-2022 school year unless extended in writing by mutual agreement and may be extinguished earlier by agreement of the Parties.

2. Health and Safety:

- a. Using the PSB Health and Safety Request form, staff shall report health and safety concerns within their schools.

3. Vaccinations:

- a. Understanding that vaccinations are a critical health and safety precaution against COVID-19, the parties will require all employees represented by the BEU to be fully vaccinated against COVID-19 by November 1, 2021 and to provide proof that they have done so, unless they are exempt, as discussed below.
- b. To establish that employees have received a vaccine, they will need to submit a copy of the vaccination receipt they received when vaccinated or an equivalent document obtained from the entity administering the vaccine to the District's Human Resources Director prior to November 1, 2021 through the District's confidential Vaccination Disclosure Google form. The verification must identify the employee by name, the date the vaccine dose was/doses were administered, and whether the individual has completed the vaccination regimen or requires an additional dose. If the vaccination receipt provides any other information pertaining to the employee's health condition, the employee may redact that information on a copy of the receipt.
- c. Vaccination status and exemptions will be kept confidential to the Superintendent, Director of Human Resources, building principals, Health Services Coordinator, and school nurses. Information will be stored in an employee's confidential medical file.
- d. The Employer will comply with federal and state law with respect to vaccination exemptions for medical or religious reasons. Requests for exemptions shall be submitted to the Human Resources Director.
- e. If an unvaccinated employee has tested positive for COVID-19 within the past 90 days and cannot yet receive the vaccine due to treatments or complications, the reason for the delay in vaccination must be documented with a doctor's note that includes the dates of illness. Such employees will be responsible for documenting their vaccination as soon as medically possible.
- f. If employees are granted an exemption to the vaccine mandate, as discussed above, the employer will not take retaliatory action against them. Provided, however, that it is understood that regardless of why an employee does not receive the vaccine, such employee may be required to continue adhering to safety precautions—including but not limited to mask wearing—even after those precautions are no longer in place for

vaccinated individuals, and that those precautions do not constitute retaliation.

- g. All employees, including those employees who have an approved exemption from vaccination, shall comply with the Committee's Policy on Face Coverings, Policy E.4.f., and the Committee's Staff COVID-19 Vaccination Policy, Policy G.4.r.
- h. If an employee is not in compliance with the Committee's Staff COVID-19 Vaccination Policy, Policy G.4.r, the employee may be subject to progressive discipline up to and including termination.
- i. An employee who does not submit proof of vaccination by November 1, 2021 and has not submitted documentation seeking approval for a medical or religious exemption by October 15, 2021 may be subject to discipline up to and including termination from employment. If an employee is seeking medical exemption and needs additional time beyond October 15, 2021, the employee will communicate with Human Resources to request an extension.
- j. Unvaccinated employees should communicate with Human Resources as soon as possible if they plan to become vaccinated and shall provide updated information regarding their vaccine status on the Google form as required in Section 3.b. of this Agreement.
- k. If an employee was vaccinated with a vaccine approved by the WHO other than those that are approved by the FDA, the District will accept the employee's proof of vaccination as meeting the requirements in this agreement and its policy. The employee is required to provide a translation of the vaccine documentation if it is not in English.

4. 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=5392&dataid=9448&FileName=PSB%20Face%20Coverings%20Policy%20Voted%20on%2008.17.21.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 satisfy such obligations. Visitors to school buildings are required to comply with the Committee's Face Covering policy.

5. PPE:

- a. The District shall continue to maintain a supply of:
 - i. disposable masks
 - ii. subject to availability N95 or KN95 masks
 - iii. goggles/eye protection (non-prescription)

- iv. face shields
- v. disposable gowns
- vi. disposable gloves

- b. While educators will be using their own masks, educators who need a disposable mask during the day will be provided with one.

6. Visitors

Before entering any school building, visitors shall attest that they do not have the following symptoms:

- Fever (100.0° Fahrenheit or higher), chills or shaking chills
- Difficulty breathing or shortness of breath
- New loss of taste or smell
- Muscle aches or body aches
- Cough (not due to other known causes, such as a chronic cough)
- Sore throat, when in combination with other symptoms
- Nausea, vomiting, or diarrhea when in combination with other symptoms
- Headache when in combination with other symptoms
- Fatigue, when in combination with other symptoms
- Nasal congestion or runny nose (not due to other known causes, such as allergies) when in combination with other symptoms

7. COVID Viral Testing

- a. When an educator is required to have a COVID-19 test(s) because of a close contact traced to the educator's work in the Public Schools of Brookline, and the educator cannot obtain testing from one of the no cost testing sites in the state, and the educator does not have insurance coverage for such testing, and the District does not provide testing for the educator, the District will cover the cost (including co-pays) of the required COVID-19 test.
- b. Notwithstanding the Committee's policy, an employee who has an approved exemption from vaccine shall be required to provide one negative PCR test per work week (or partial work week) but is not required to provide three tests results per work week. For an educator with an approved exemption who cannot obtain testing from one of the no cost testing sites in the state, and the educator does not have insurance coverage for such testing, and the District does not provide testing for the educator through the District or a partner, the Committee will reimburse the educator for the cost (or co-pay) for the required PCR test until the implementation of the pooled testing program in subsection c. below.
- c. If the District implements a surveillance/pooled testing program for COVID-19 that includes employees, all employees who have an approved exemption from vaccination shall participate in the District's surveillance/pooled testing program. Such surveillance/pooled testing will satisfy the test in subsection b above.

8. Nurses On Call and Contact Tracing

- a. The Committee shall solicit by email the volunteer opportunities listed in this Section to all Nurses. Shifts shall be filled on a rotating basis (to provide equitable distribution of hours) from the pool of volunteers. Nurses may join the volunteer pool or voluntarily leave the pool upon notification at least one week in advance by email to the Coordinator of School Health Services.
- b. Volunteers shall be notified of their shifts at least one week in advance. However, in the case of unforeseen absence of the assigned nurse, another nurse shall be assigned and provided with as much notice as possible.
- c. Nurses may be asked to work additional hours to be on call and when engaged, perform contact tracing. Such times to be offered may be:
 - i. Monday through Friday, 6:00 pm to 9:00 pm
 - ii. Saturday, 11:00 am to 4:00 pm
 - iii. Sunday, 11:00 am to 8:00 pm
- d. While on call, the Nurse shall be available to work remotely and have a district-provided phone and computer with them and be able to respond to text and phone calls within 15 minutes (there shall be no expectation to monitor email).
- e. Such calls or texts shall engage the nurse to: (i) perform an intake of students or staff; (ii) determine the immediate situation and implement an appropriate plan; and (iii) perform contact tracing as described in Section 4.a below.
- f. To the extent that the nurse receives calls on multiple cases which the nurse cannot address, the nurse may contact the Coordinator of School Health Services for additional help.
- g. There is no expectation to respond to routine health questions unrelated to COVID contact tracing during these time periods.
- h. The rate of pay for nurses assigned to on call shift (waiting to be engaged) shall be \$5.00 per hour. The rate of pay for nurses who are engaged to work during these times shall be increased. to \$56.00 per hour with a one hour minimum. Nurses who are not on call but volunteer to contact trace shall receive the same rate of pay but without the one hour minimum. The Committee can raise either of these hourly rates provided that the hourly rates are not subsequently reduced.

9. Continuing Learning for Students Absent due to COVID-19

The District has made investments in technology and training for educators to facilitate continuing learning for students who are absent. Educators, in consultation with administrators, will utilize available technologies such as live-streaming (where pedagogically appropriate) to provide continuity of instruction for students who are absent because of COVID-19. Live-streaming is when students who are absent can watch the lesson and work in the classroom as it is occurring; however, unlike synchronous instruction, the educator is not required to actively engage the student who is absent while live-streaming. Educators shall teach students remotely

when the entire class/school is quarantining. The Parties agree to continue discussions regarding the details and options for continuity of instruction.

10. Staff Meetings and Department Meetings

- a. At the determination of the principal/supervisor, employee and department meetings may be conducted in-person or virtually with employees attending from their workspaces with cameras on.
- b. BEU members may request their supervisor's permission to attend specific staff and/or department meetings virtually from their classrooms/workspace, with their cameras on due to specific health-related condition for themselves or members of their household.

11. In the event that the state does not extend the Massachusetts COVID-19 Temporary Emergency Paid Sick Leave Program beyond April 1, 2022 or does not establish a new sick leave benefit for employees related to COVID-19, the Committee shall extend the deadline from April 1, 2022 through the end of the work year in June of 2022. The Committee will provide full pay to employees during leave taken pursuant to the Massachusetts COVID-19 Temporary Emergency Paid Sick Leave Program ("PROGRAM"). Leave taken under the PROGRAM will be retroactive to the beginning of the school year. An employee requesting COVID-19 sick leave through the PROGRAM must provide documentation to the Human Resources Director substantiating one or more of the reasons listed below. COVID-19 sick leave may be used for any of the following purposes:

- a. an employee's need to:
 - i. self-isolate and care for themselves because they have been diagnosed with COVID-19;
 - ii. get a medical diagnosis, care, or treatment for COVID-19 symptoms; or
 - iii. get or recover from a COVID-19 immunization;
- b. an employee's need to care for a family member who:
 - i. must self-isolate due to a COVID-19 diagnosis;
 - ii. needs medical diagnosis, care, or treatment for COVID-19 symptoms; or
 - iii. needs to obtain or recover from a COVID-19 immunization;
- c. a quarantine order or similar determination regarding the employee by a local, state, or federal public official, a health authority having jurisdiction, the employee's employer, or a health care provider;
- d. an employee's need to care for a family member due to a quarantine order or similar determination regarding the family member by a local, state, or federal public official, a health authority having jurisdiction, the family member's employer, or a health care provider.

12. Sick Leave Bank

- a. Nothing in this Agreement limits an employee's right to apply for sick leave bank leave. However, all first-year paraprofessionals are deemed eligible to apply for sick leave bank

leave in the 2021-2022 work year only but are limited to ten (10) sick leave bank days for the 2021-2022 work year.

This agreement is subject to the grievance procedure and arbitration process, if applicable, of the Parties' Collective Bargaining Agreement.

This Memorandum of Agreement is subject to ratification by the Brookline Educators Union and approval by the Brookline School Committee.

Agreed to on the date(s) indicated below. The Parties' electronic signatures shall be deemed authentic signatures.

Agreed to by the negotiating teams for the Parties on this 6th day of October 2021.

Brookline School Committee

Brookline Educators Union

/s/Andy Liu

Andy Liu

/s/ Jessica Wender-Shubow

Jessica Wender-Shubow, President

/s/ Suzanne Federspiel

Suzanne Federspiel

/s/ Eowyn Daly-Griffin

Eowyn Daly-Griffin

/s/ Valerie Frias

Valerie Frias

/s/Wendy MacMillan

Wendy MacMillan

/s/ Kaitlin Robinson

Kaitlin Robinson

/s/ Maryellen Thorne

Maryellen Thorne