

# **BPS/BTU Hybrid Learning Agreement**

**September 29, 2020**

Notwithstanding any conflict between the terms of this side agreement and the parties' most recent MOA on the 2020-2021 school year, this side agreement shall prevail and consequently the adherence of BPS to this agreement will not constitute a violation of the MOA or the CBA, nor will the BTU, or any of its members, initiate or support any grievance asserting same. This agreement will immediately take effect upon execution and may be terminated upon mutual agreement, or shall expire at the conclusion of the 2020-2021 school year or a full resumption of in-person schooling, whichever shall occur first. The Superintendent retains the right to terminate any plan created under the terms of this agreement based on student or operational needs, in which case the work conditions in that school would revert to the CBA and the 9/9/20 MOA.

1. Nothing herein shall compel a school leader to change their school's current plan.

2. If a school leader proposes a plan that requires increased flexibility, for possible implementation beginning no earlier than October 1, 2020, the Boston Teachers Union (BTU) and Boston Public Schools (BPS) agree that school leaders will work collaboratively with their leadership team and BTU Building Rep(s) and where available, Faculty Senates/ ILT's to recommend flexibility within their schools to propose the following:

A. Ensure students phasing in to in-person learning during the scheduled city-wide start days for phases 2, 3 and 4 will begin with orientation activities: learning health, safety, and academic protocols and building community within their new cohort. During this time, which shall not exceed two full instructional days, remote students may engage in synchronous learning with other BTU unit members and/or complete asynchronous activities while in-person students are engaged in orientation activities.

B. As schools move into phases of hybrid, allow for schedule adjustments for teachers and other BTU unit members to have either primarily remote classes and/or

in-person classes that maximize student learning. This may involve co-teaching, creating student cohorts, block scheduling and/or other creative solutions, all of which are limited to students and BTU unit members assigned to one specific school; partnering across schools is not to be included in any recommended plans without the approval of the school superintendents and both school leaders.

C. Adjust student cohorts and teaching teams in order to achieve the flexibilities needed to create opportunities to provide instruction in predominantly one mode (either in-person or remote, not just simultaneous).

D. Ensure that all recommended plans specifically address, and fully comply with, all requirements of state and federal law including but not limited to laws related to disability accommodation for both students and teachers, workplace discrimination and leaves of absence.

3. All proposed plans/schedules to provide flexibilities to the CBA, including how students are assigned/grouped, how adult roles are defined for remote learning courses/classes, and how the school's operational needs are met, shall be submitted for review and approval to the School Superintendent. If approved by the School Superintendent, the plan will be submitted for approval by 2/3 vote of the Reopening Task Force Plan Review Subcommittee. The Task Force Plan Review Subcommittee will be composed of a school superintendent and BTU lead and equal numbers of BTU members and school leaders. Technical support will be needed from OELL, Office of Special Ed, Academics, Homeless Students, Transportation, Facilities, Food and Nutrition, and Scheduling.

4. Once approved by the Reopening Task Force Plan Review Subcommittee, plans will be submitted to the Superintendent, who will consult with the Office of Legal Advisor, for final review and approval.

5. Plans affecting students reporting to school in the High In-Person Priority group on October 1<sup>st</sup>, and/or affecting BTU unit members who provide instructional or other services to HIPP students, will be prioritized. Plans affecting students other than HIPP students and/or staff who do not provide direct instruction or services to HIPP students as of October 1<sup>st</sup> will not be considered by the Reopening Task Force Plan Review

Subcommittee, or the Superintendent for final review and approval, until after October 1, 2020.

6. Should more BTU members be needed to return to the school site due to increased in-person student demand, operational needs, or to gradually shift all staff back to working on-site, the Reopening Task Force Plan Review Subcommittee will review input from the BTU, BPS and community partners to create an equitable process for staff to return to buildings, including guidance for teachers who are assigned remote-only. School leaders retain the right to direct staff to return to the building as long as the staff member is provided a written explanation for the directive, as described in the 9/9/20 MOU.

7. In order to meet student needs and ensure operational tasks are completed, BTU bargaining unit members can volunteer to perform duties not directly related to historical duties.

8. BTU Central Office staff can volunteer to work at school worksites in order to collaborate within schools in delivering supervision and to deliver quality education for BPS students.

9. In order to prioritize the review and implementation of flexible work plans throughout the district, parties agree to temporarily suspend all grievances from the current school year related to class sizes and the ratio of inclusion students until all recommended plans have been fully implemented or rejected, or until November 1, whichever comes first. At that time, the 15 school day “grace period” shall begin and the suspended grievances shall be live. If an approved plan includes an appropriate educational solution to the grievance or violation that has been accepted by the affected teacher(s) in writing, the grievance will be considered resolved. If a plan is rejected after November 1 or later ended by the Superintendent, the grievance shall be live once again.

Boston School  
Committee, by its duly  
authorized agent:

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Brenda Cassellius,  
Superintendent

Boston Teachers Union, by  
its duly authorized agent:

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Jessica Tang, President