

Jessica Tang, President
Boston Teachers Union
180 Mt. Vernon Street
Boston, MA 02108

RE: Side Letter Concerning Reopening Schools and Returning Students to Schools When the COVID Positive Rate is 5% or Above

Dear President Tang:

The parties agree that the terms of the September 9, 2020 MOA and the September 29, 2020 MOU will apply to all schools if the positivity rate for COVID-19 is at or below 5%.¹

If the BPHC COVID positivity rate is above 5% for two consecutive weeks, paragraphs 2 through 26 of the November 15, 2020 MOA, with the changes detailed below, will apply to all schools. The parties agree that additional high needs students with high in-person priority (“HIPP”) will be returned to all schools no earlier than February 1, 2021, pending BPHC approval.² The HIPP students who returned to school starting on November 16 and December 14 will continue to report. The parties agree that HIPP students shall have the option to return to school for four (4) days per week (Monday, Tuesday, Thursday, and Friday). After all HIPP students who have opted into in-person learning have been invited to return to in-person learning, BPS will work with BPHC to return additional students with the goal to return all BPS students to in-person learning as soon as BPHC deems it is safe to do so.

The parties agree to modify the following terms of the November 15th MOA effective from the date of execution of this side letter as follows:

BPS, in partnership with BPHC, agrees that when the COVID-19 positivity rate remains above 5% for two consecutive weeks, it will provide access to free weekly COVID testing to BTU members who consistently report to work to serve students at schools via the following approaches, including the City of Boston’s mobile testing program, at a nearby testing site, or self-administered take-home tests.

¹ The COVID 19 positivity rate is the percent positive for molecular tests, person-level, Boston Residents - Current Community (excluding colleges) on the BPHC reporting. The parties agree that the positivity rate used will continue to be the 7-day moving average (trailing) of: Boston residents who have tested positive (excluding colleges) for SARS-COV-2 divided by the number of Boston residents (excluding colleges) who have gotten tested in a given day.

² HIPP students shall be defined as, English Learners who are ELD Levels 1 and 2, students with disabilities identified as having High Need/Level 4 on the PL3 or being serving in a complex inclusion setting, students with limited or interrupted formal education SLIFE, ELs who are also special education students, students who are experiencing homelessness, students in care of the Department of Children and Families (DCF), and students identified by each school’s Student Support Team as requiring additional in-person schooling.



BPS represents that it has performed the air quality tests, as previously agreed, for the 28 schools it opened on December 14, 2020 and the parties agree that it does not have to repeat those tests. The parties agree that all other terms of the November 15th MOA shall apply.

The parties agree that if the positivity rate for COVID-19 is above 10% for two weeks, BTU may request impact bargain regarding any impacts from the COVID-19 positivity rate on BTU's members' terms and conditions of employment and BPS will agree to that request.

Further, the terms of this letter agreement shall be enforced through the grievance and arbitration procedures of the Collective Bargaining Agreement.

For the purpose of contact tracing, BPS will include for "close contact" anyone who meets the definitions set forth by established BPHC protocols. BPS will adhere to and follow all relevant BPHC contact tracing protocols.

The BTU hereby agrees that the following grievances, cases and charge of prohibited practice are fully resolved, and upon execution of this letter, the BTU will withdraw with prejudice the following grievances and charges of prohibited practice:

1. AAA 01-20-00015-4103 (BTU's grievance regarding BPS's reopening for in-person learning when the COVID-19 positivity rate exceeded 4%)
2. AAA 01-20-0019-2570 (BTU's grievance alleging that BPS violated the September 9th MOA by inviting English Language Learners who were not "high needs" which "resulted in BTU members being required to report to school in person who would otherwise not have been required for in-person learning.")
3. BTU will withdraw Boston Teachers Union v. Mayor Walsh, et al., Civil Action Number 2084CV02324 with prejudice from Suffolk Superior Court.
4. MUP 20-8352 (BTU's charge that BPS engaged in a prohibited practice in violation of G.L. c. 150E, section 10(a)1 and 10(a)5 by refusing to reopen negotiations and bargain the return of HIPP students to 28 schools on December 28, 2020).

BPS will withdraw MUPL-20-8377 that has been consolidated with MUP 20-8352 with prejudice.

The parties hereby agree that they have negotiated in good faith and that this agreement, the September 9th MOA, the September 29th MOU, and the November 15th MOA satisfy all bargaining obligations under G.L. c. 150E to date.

Brenda Cassellius
Brenda Cassellius, Superintendent
Boston Public Schools

Date: January 10, 2021

Martin Walsh
Martin Walsh
Mayor
City of Boston

Date: 1-11-21

Jessica Tang
Jessica Tang
President
Boston Teachers Union

Date: January 10, 2020