

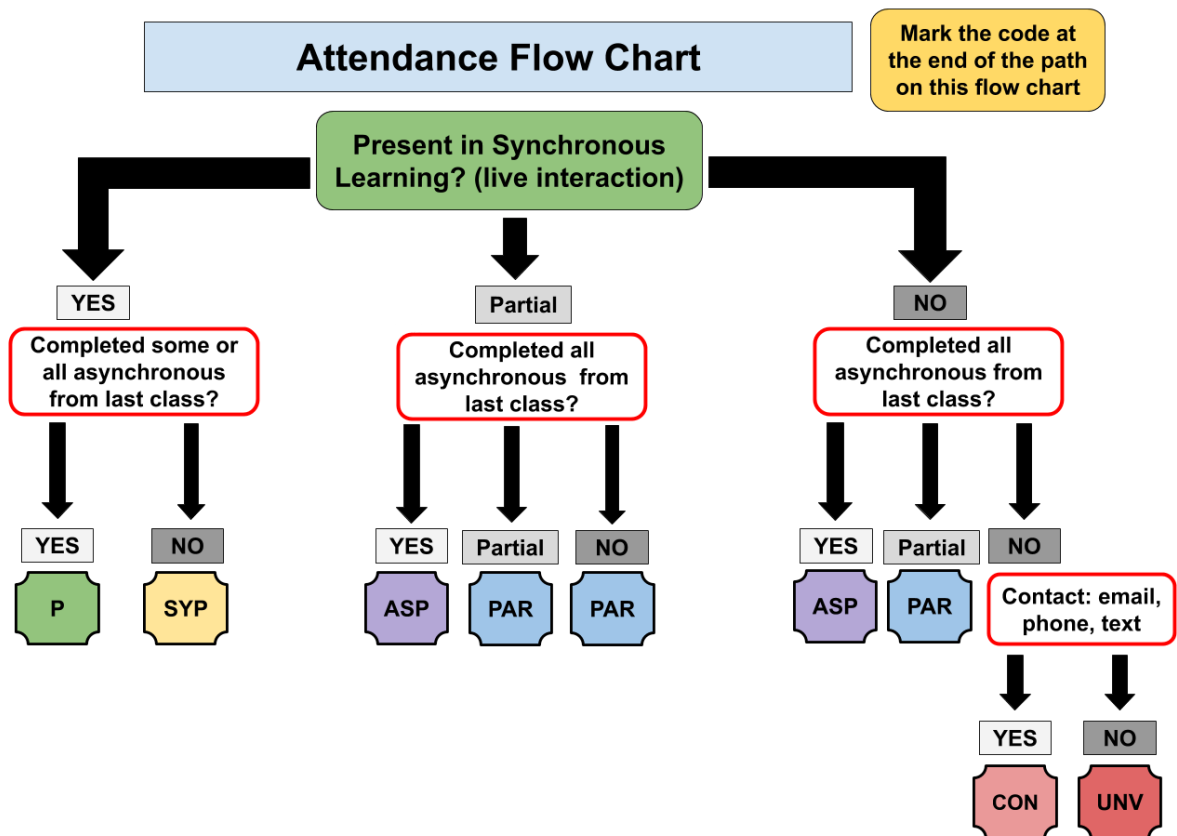
**Memorandum of Understanding
Between
the Berkeley Unified School District and
the Berkeley Federation of Teachers**

Subject: Distance Learning, 2020-2021, Part Two







On Campus Policies: Given that unit members are allowed to work from their classrooms/offices, signage will be posted on the door to notify others when the room is occupied. Others will knock before entering an occupied room to obtain permission to enter. BFT members will comply with contract tracing including signing in and out of locations.

Attendance & Participation Tracking of Students: Teachers will:

1) Keep attendance in Illuminate daily, documenting synchronous instruction and asynchronous using the codes below. In Elementary Schools, attendance should be taken by the end of the school day not at a specific hour.



Code	Description
	<ul style="list-style-type: none"> • Synchronous learning is live/real time interaction (Zoom, Meet, Phone, Text) • Asynchronous learning is Assignment, Assessment, and/or Family/Student

contact	
PRESENT CODES	
	P (Present): Student attended all synchronous learning, and completed some or all asynchronous
	SYP (Synchronous Present): Student attended all synchronous learning, but did not complete asynchronous
	ASP (Asynchronous Present): Student did not attend or substantially missed synchronous learning, but is completing assigned asynchronous assignments
	PAR (Partial) Student did part of synchronous learning or asynchronous assignments, but did not complete or attend all
ABSENT CODES	
	CON (Contact): Student did not attend synchronous learning, did not complete any asynchronous assignments, but successful contact was made with student/family
	UNV (Unverified) Student did not attend synchronous learning and did not complete any asynchronous assignments

2) Certification of Instructional Minutes - Teachers will certify the amount of synchronous and asynchronous minutes provided each week through a Google Form by the following Monday.

Changes proposed to Article 15 of CBA Performance Review:

Suspend all language regarding B-PAR for the 2020-2021 school year. All members in B-PAR as of March 16, 2020 will have their status reviewed for the 2021-2022 school year by the B-PAR panel. No members will be identified for B-PAR based on the evaluation completed in 2020-2021.

Suspend required evaluations of Permanent Status teachers for 2020-2021. In 2021-2022 evaluations of Permanent Status teachers will return to the every other year cycle skipping 2020-2021. A teacher can choose to be evaluated if they need one for credential clearance or other agreed upon reason.

All Temporary and Probationary Status teachers will receive an annual evaluation in 2020-2021. The timelines established in the CBA will stand for the 2020-2021 school year except for notification of assessment. All documentation will be done electronically. Notification of assessment will be emailed to the teacher's Berkeley.net address by 4:30 pm on October 14, 2020.

Observations: 15.2.6 about electronic surveillance shall not prohibit Administrator access to SeeSaw or Google Classroom or any google meet or zoom class sessions. The evaluator will provide 24 hours notice of a formal observation to the teacher via their Berkeley.net email address this includes a google calendar invite. All evaluations will include three (3) formative observations with two (2) completed prior to February 15, 2021. The final observation must be completed by April 15, 2021. The post Observation Conference will be held over google meet or zoom and the teacher shall receive a copy of the report (Form B) via email within 24 hours after the meeting. The Conference will be held within (5) working days after the Observation.

Summative Evaluation: By May 1st, the evaluator will review a Summative Evaluation report with the evaluatee during a google meet or zoom meeting. The report shall be provided to the evaluatee within 24 hours after the meeting and the evaluatee shall have two workdays to respond with written comments. An electronic signature or email acknowledging receipt of the final report shall be required of the evaluatee, this does not indicate agreement with the content of the report.

Children of Employees on Campus During Work Hours:

If a member decides to bring their children on campus during Distance Learning they are responsible for those children following all risk reduction protocols, staying within the assigned classroom/office, and will hold harmless BUSD for any injury or illness attributed to being on the campus. If a member is unable to comply with these requirements they will not be allowed to bring their children on campus during working hours. The District reserves the right to revoke allowing children of employees on campus at any time.

Substitute Pay Rates:

Substitutes working at an elementary site will be paid for a full day of work. Substitutes working 1 period at a Secondary site will be paid for a half-day. Substitutes working 2 or 3 periods at a Secondary site will pay at the full day rate. Substitutes will maintain their rate of pay from the 2019-2020 school year.

Duration of Agreement:

If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2021, BFT and BUSD will renegotiate this agreement based on the continuity of state funding.

This is a one-time, non-precedent setting agreement.

For BFT:

Matt Meyer

Matt Meyer, President

9/16/20

Date

For BUSD:

Samantha Tobias-Espinosa

Samantha Tobias-Espinosa, Assistant
Superintendent

9/16/20

Date