

**Memorandum of Understanding
Between Berkeley Federation of Teachers (BFT) and
Berkeley Unified School District (BUSD)**

Expansion of Phase 1 Cohorts, PK-12:

Cohorts were established utilizing the August 25, 2020, Guidance Related to Cohorts for Children and Youth (last updated on September 4, 2020) from the California Department of Public Health. Additional cohorts will not be put in place until the adjusted Coronavirus infection rate for the county has been at or below 25 per 100,000 population per day for at least 5 consecutive days per the guidance from the CDPH January 14, 2021 Covid-19 and Reopening In-Person Instruction Framework and Public Health Guidance for K-12 Schools in California, 2020-2021 School Year.

1. **Voluntary Assignment.** During Phase 1 of BUSD's School Reopening Plan, BFT members will be assigned to work in-person on a voluntary basis. No unit member will suffer any adverse impact for refusing to work in-person at a cohort site. District administrators will actively recruit staff to participate in Phase 1 but agree to not pressure anyone to volunteer.
2. **Pay.** Unit members who work in-person with students during Phase 1 will receive a one-time preparation stipend of \$400, and will be eligible for up to 6 hours of extended time per week at the Curriculum Development rate (which could be logged on a weekend, at the member's discretion), to be submitted to the school principal using a timesheet. Each job type has specific pay and responsibilities detailed below.
3. **Student Selection.** At the Elementary level, students will be chosen by COS teams and have two 'in-person' experiences per week if in a cohort. Intervention will continue with stable student groups for the six-week cycle. At the Secondary level, students can be recommended through COS teams, counselors, support staff or teachers. There will be flexibility in the number of 'in-person' experiences depending on service provided.
4. **Group Size, Hours Per Week, and Flexibility with Distance Learning Responsibilities.**
 - a. If teachers work with 4-6 students for 3 hours per week or more, teachers
 - i. will receive 3 hours prep pay per week (allows time for parent contact, preparing lessons and activities, light cleaning);
 - ii. And either skip small group time all week if their in-person support session takes place during the duty day;
 - iii. Or receive 3 hours of hourly pay for work after the duty day or in exchange for prep time with administrator approval.
 - b. If teachers work with 7+ students, 6+ hours per week, teachers
 - i. Will receive 6 hours prep pay per week (allows time for parent contact, preparing lessons and activities, light cleaning)
 - ii. And either skip small group time all week AND condense A/B group time into one session

- iii. Or skip small group time all week and receive up to 3 hours of hourly pay for working after the duty day or in exchange for prep time with administrator approval

5. **BEARS Teachers.** These teachers can choose to support a Full Day Cohort.

- a. 6-12 students in a cohort for the whole school day.
- b. Receive \$400 stipend
- c. Receive 5 hours prep pay per week
- d. Receive 5% pay increase for all in person hours
- e. Option A: Cohort in addition to current work - pay BEARS teachers per diem for hours working in addition to current hours.
- f. Option B: Give up extended day and switch hours to cohort only.

6. **Extended Time Targeted Intervention.**

- a. Classroom teachers can work with 1-3 students for a minimum of 2 hours per week beyond the duty day or in exchange for prep time and be paid at the hourly rate with administrator pre-approval. These teachers do not qualify for the \$400 stipend.
- b. Intervention/Special Education/Service Providers meet with groups of students in person as it works with schedule can receive curriculum development pay for actual time spent with students during the duty day or hourly pay for time spent with students outside the duty day with administrator pre-approval. These providers can get the \$400 stipend if they must set up a classroom space to meet with students.

7. **Stable Cohorts.** The cohorts in sections 4 and 5 are defined as smaller groups that stay together and do not mix with one another and can be distinct bubble groups meeting on different days of the week.

8. **Public Health Authorities.** The Parties will follow health and safety guidelines established by the Centers for Disease Control ("CDC"), the California Department of Public Health ("CDPH"), Alameda County Department of Public Health ("County"), with final guidance by the City of Berkeley Department of Public Health ("CoB") and Alameda County Office of Education ("ACOE") for safely opening schools.

- a. The District will provide unit members who work in-person at a cohort site with clear and timely communications, policies, and procedures regarding health and safety guidelines that are consistent for all cohort sites for the circumstances.
- b. At the direction of public health authorities, the District shall suspend or modify Phase 1, provided no such modifications shall contradict the terms of this agreement, and the District shall bargain over the impact of any such modifications to working conditions before implementation. At the end of Phase 1, unit members whose site assignment was changed due to the implementation of Phase 1 will be restored to the same job (including FTE and location) that they had before the start of Phase 1. The District will regularly consult with Public Health Officials about community transmission rates and school closures.

- c. All aspects of the BUSD/BFT October 21st, 2020 Health and Safety MOU will be followed.

9. Student Screenings.

- a. **Self Attestation.** The District agrees to instruct parents to screen students before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- b. **Isolation.** If a student is symptomatic while entering campus or during the school day: Students who develop symptoms of illness while at school will be separated from others right away, isolated in an area through which others do not enter or pass. If more than one student is in an isolation area, the District will ensure physical distancing.

10. Employee Testing.

- a. Consistent with APL 20-028 – Emergency Regulation Regarding COVID-19 Diagnostic Testing, the District will coordinate testing with the County and/or City of Berkeley so if unit members request testing (even if asymptomatic) they are able to easily schedule appointments (within 24 to 48 hours).
- b. All BFT members will receive a COVID-19 test before returning to ‘in-person’ service provision at a cohort site. The District shall provide testing through its provider at no cost to unit members. The District will require at least twice monthly surveillance testing for all employees who are working in-person at or transport students to or from a cohort site and for all students who belong to a cohort.

11. **Student Testing.** Once a student testing program has been established, all students attending during Phase 1 shall be tested with a viral (not antigen or screening) test. In addition, students shall be tested every two weeks as long as they are attending classes in person. Students may be tested in a BUSD program or opt to provide evidence of a negative COVID test result from a private provider every two weeks.

12. **Light Classroom Cleaning.** Volunteer teachers will provide light classroom cleaning. For use only in their classroom or instructional space, unit members will be provided with disinfectant wipes or spray. A 10-minute period of the duty day is dedicated to light classroom cleaning such as wiping down tables, computer keyboards, classroom supply areas. Light cleaning shall consist of the use of spray and/or wipes to disinfect student desks between groups of students; high touch areas in the teacher’s own classroom, such as computer keyboards or classroom supply areas; and other areas in the classroom. Schoolwide cleaning protocols are described in the October 21 agreement entitled “Health and Safety Guidance.”

13. **Cohort Closures.** The District will comply with the state, county, and/or city mandates regarding classroom, site, and district closures based on positive test results. The District will maintain and update guidance about individual quarantine and isolation procedures. (BUSD COVID Leadership Guidelines for Staff Reporting, dated October 14, 2020.)

14. Child Care.

- a. Members may bring their own elementary or middle school aged children to work with them, including to in-person instruction in their own classrooms. The educator's own child can not impact the classroom negatively, such as reducing the number of students served.
- b. Teachers that are participating in the Phase 1 program will have the opportunity to enroll their children in a full day cohort if there is space available.

15. This Agreement is non-precedent setting and only addresses working conditions for Phase 1. Working conditions for subsequent phase(s) shall be subject to bargaining.

16. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.

17. The District will regularly update BFT on progress towards reopening schools, including the dates for Phase 1 of the District's reopening plan. This Agreement shall expire in full without precedent on the last day of the 2020-2021 traditional school year or the first day of implementation of a Hybrid Phase 2 program in BUSD whichever is sooner, unless extended by mutual written agreement.

For BFT:

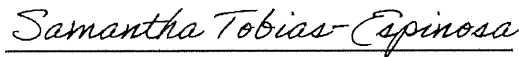


Matt Meyer, President

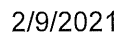


Date

For BUSD:



Samantha Tobias-Espinosa, Assistant
Superintendent



Date