

SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

This Sideletter is an agreement between the Berkeley Unified School District and the Berkeley Federation of Teachers on the conditions required for District schools to commence traditional in-person instruction, effective August 16th, 2021.

“The foundational principle of this guidance is that all students must have access to safe and full in-person instruction and to as much instructional time as possible.” CDPH K-12 Guidance, July 12, 2021

Section I: Required Health & Safety Conditions for In-Person Instruction

In-person instruction will continue for students at BUSD school sites and BFT bargaining unit members with the following health & safety conditions:

- On all matters relating to health & safety procedures and protocols, with the exception of matters otherwise addressed in this agreement, the District shall adhere to the most recent COVID requirements issued by the California Department of Public Health (“CDPH”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), Berkeley Public Health (BPH) and the State of California.

In the 21-22 school year, BUSD will employ the following rules related to instruction during a quarantine.

1. Individual students who are required to quarantine, or who do not participate in a modified quarantine, will be assigned to Short-Term Independent Study (Planned Absences) after three days. Students will receive work from their teacher to complete at home in keeping with the **21-22 Short-Term Independent Study Form**. (This expectation may change pending further requirements from the state. In this case, both parties will meet to discuss these requirements and their impacts.)
2. If a whole class must quarantine at the elementary level (for example, if this is directed in special circumstances by local health officials), Zoom instruction will take place for the entire class after one work day to prepare with provision of a homework activity for the day, during the quarantine period, to be provided by the classroom teacher using the most recent Distance Learning Schedule for the 2020-2021 (see attachment) school year (assuming no further requirements from the state.) When the teacher and students can return instruction will resume ‘in-person’. Students remaining in quarantine will receive work from their teacher to complete at home in keeping with 21-22 Short-Term

SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

Independent Study. Service providers will work with Principals/Supervisors to provide services to the greatest extent possible during this time.

3. When a teacher must quarantine, in-person school will continue, and a substitute teacher will be assigned to the class, or another arrangement for certificated supervision will be implemented. In this case, teachers will be responsible for providing lesson plans for the substitute, and/or may have the option to teach remotely from home while students are in the classroom.

Section II: Testing

- Pending an MOU with a testing provider, the District will offer (1) COVID19 surveillance testing at all sites at least every two weeks and (2) modified quarantine testing for students. Testing frequency may be amended based on current safety conditions and new guidance, including consultation with BFT. The District commits to providing employees and students information about testing opportunities.
- If tested outside of the District provider, members will report their positive COVID test or negative result, if on quarantine due to exposure, to the District as soon as possible or at least within 24 hours. If results come in on a weekend, members will report to the principal or supervisor (who have been designated as the Site COVID Liaison) by an hour prior to the start of the duty day Monday.
- Pending a formal decision by the District, any employee who is considered unvaccinated per the CDPH will be required to participate in mandatory testing for COVID.

Section III: Notification_____

- The District shall adhere to City of Berkeley Public Health requirements and Cal OSHA requirements for handling a positive case, and take immediate action to address the school or work site conditions.
- Following requirements of Cal OSHA, upon notification that an employee or student has been infected with COVID-19, the District shall comply with communication requirements, in conjunction with local health department officials. The District shall inform all bargaining unit members who may have been in close contact with the individual during the infectious period of their potential exposure in writing within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and the district's disinfection plan that will be implemented. A community notice shall be provided to BFT of any positive cases on campus during their

SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

infectious period within one (1) workday. If the Cal OSHA requirements change the District and Union will meet and confer.

- The District shall maintain a Public Dashboard that reports all instances of positive cases on campus during the infectious period at all schools and worksites.

Section IV: Health Screening

The District will provide all students, staff, and visitors with information about how to screen for symptoms prior to entering a school site, in accordance with the Berkeley Public Health and California Department of Public Health recommendations.

Section V: Physical Distancing_____

Physical distancing is still a risk mitigation strategy described in current CDPH guidelines. BUSD will advise teachers to set up their classrooms to accommodate all students assigned to a class, and then to maximize distance between student desks/work areas. The district will advise that students are distanced during meals.

Section VI: Additional Health & Safety Measures

- PPE - The District shall supply staff and students with appropriate PPE upon request.
- Masks - The District shall require all visitors to use a mask while on campus. Masking guidelines may be updated by public health officials, as needed the District and Union will meet and confer.
- Masks are required to be used indoors and outdoors during school hours, activities, and events when students are present, except when eating or drinking. Masking guidelines may be updated by public health officials, as needed the District and Union will meet and confer.
- In accordance with CDPH Guidelines, alternative protective strategies will be adopted to accommodate students who cannot use a mask for reasons related to their identified disability or accommodation. The parties agree to meet and confer over potential changes to this requirement at the request of either party if current guidelines change.
- Hand Sanitizer & Soap - The District shall comply with the following hand washing logistical requirements:
 1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels.
 2. Every classroom shall be provided with hand sanitizer.

SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

3. Non-classroom workspaces shall be provided with hand sanitizer.
 4. Hand sanitizer or portable hand washing stations shall be provided at designated ingress and egress point.
 5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day.
- The District shall ensure all classrooms, restrooms, and workspaces are cleaned regularly following Cal OSHA requirements.
 - Classroom Cleaning: The District will provide unit members supplies (cleaner, paper or cloth towels, and disposable gloves) for the light cleaning of classrooms.
 - Ventilation – The parties acknowledge the District’s installation of MERV-13 air filters in every BUSD classroom, in accordance with the *October Health and Safety MOU*, has contributed to a collaborative effort to set the highest safety standards for public schools in the nation.
 1. All classroom air filters shall be inspected based on the filter recommendations and replaced as needed.
 2. The District will generally follow recommendations made by the ACOE regarding AQI events.
 3. The district and union will confer when AQI is 201 or higher.
 4. The District and Union will meet and confer about options and guidance for facilities with special circumstances.
 - Staff Meetings
 1. Masks Required
 2. Maximize Physical Distance
 3. If physical distance cannot be achieved due to the size of the staff in the available school spaces, meetings can be held outdoors, virtually, or in smaller groupings.
 4. Upon further guidance about meetings from public health officials, the district and the union will meet and confer.

Section VII: Quarantine

- Quarantine is based on CDPH and BPH requirements.
- Upon exhaustion of any available COVID related state or federal emergency leave, unit members required to quarantine due to a positive COVID-19 test as the result of close contact exposure at work, or while waiting for COVID test results, shall be paid without having to utilize contractual or statutory leave time, pursuant to current law.

SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

Section VIII: Additional Unit Member Issues

- Medical Accommodations - Employees seeking medical exemptions may engage with Human Resources through the Reasonable Accommodation Process.

Section IX: Independent Study

The 2021-2022 California State Budget allows for Independent Study to be offered without any loss of funding based on Average Daily Attendance. The District shall expand current offerings to provide an online only independent study program, consistent with all independent study requirements. The existing Berkeley Independent Study model will still be used for 'in-person' Independent Study.

1. Virtual Academy (K-5)

- a. Hours of daily live interaction, synchronous and asynchronous instruction:

[Schedule](#)

- b. Teachers who teach virtual learning combo classes can submit up to 3 hours at the Curriculum Development rate a week to account for the increased workload associated with preparing lessons for two grade levels.

- c. Teachers who have given up teaching assignments to teach in the virtual academy shall retain job rights at their previous site for the 22-23 school year.

- d. The Virtual Academy school-wide class size average shall be 23:1.

2. Assisted Home School K-8 and 9-12 High School Program

- a. 'Live' time and synchronous obligations:

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| Grade Span | New Daily Live Interaction Requirement | New Synchronous Instruction Requirement |
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SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

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| TK-3rd grade | Daily | Daily |
| 4-8th grade | Daily | Weekly |
| 9-12th grade | Require daily participation | Weekly |

b. Independent Study teachers will not be required to serve in-person and online students at the same time. K-12 BIS Teachers will be assigned students who will be provided content either in person or virtually. Teachers responsible for virtual sessions can teach from home or school site.

c. Attendance and Daily Participation Recording

i. For grades 4-8, daily attendance will be recorded by the certificated teacher when there is a scheduled meeting and on days without classroom instruction. Parents or students will submit a Google Form on days that they do not see a classroom teacher that describes the daily live interaction on that day. The certificated teacher will record attendance based on the form.

ii. For grades 9 - 12, daily attendance will be recorded by the certificated teacher when there is a scheduled meeting. On days without a scheduled meeting, students will submit a google form that describes the work completed on that day or a homework assignment by a predetermined time. The certificated teacher will record attendance daily.

d. K-3 Assisted Home School teachers who are required to provide daily synchronous instruction will be offered increased FTE to be negotiated by BFT.

SIDE LETTER BETWEEN BUSD and BFT FOR THE RETURN TO TRADITIONAL INSTRUCTION FOR THE 2021-2022 SCHOOL YEAR

August 9, 2021

e. Independent Study Teachers can submit timesheets up to 4 hours a week paid at the curriculum development rate to account for up to four (4) additional preps and accountability mechanisms for the 2021-2022 school year with administrator approval. Teachers with five (5) additional preps can submit a timesheet for an additional hour paid at the curriculum development rate.

3. Expansion of Independent Study:

Human Resources will first use the following mechanisms to staff Independent Studies if the program is understaffed during the school year.

- A. Offer current IS teachers that are not 1.0 more FTE, just for one year.
- B. Offer current IS 1.0 up to 1.2, just for one year (up to 12 more students).
- C. Offer a non-IS teacher a caseload up to 12 students for an additional .2 FTE

4. Special Education

a. Case Managers assigned to 'in-person' sites will not be the case manager for students in the Virtual Academy.

5. The workday for educators assigned to the Virtual Academy and Independent Study shall be consistent with the current BFT-BUSD collective bargaining agreement.

Section X: Term of Agreement

- This non-precedent setting Sideletter shall be effective upon signing and ratification by BFT membership and adoption by the BUSD Board of Education and shall be implemented according to the terms above. This Side Letter shall expire on June 30, 2022.
- All components of the current BUSD/BFT Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement.

Matt Meyer
Matt Meyer, BFT President

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa, Asst.
Superintendent of HR

8/9/21
Date

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Date