

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

Phase 2 Reopening Thresholds:

(1) Vaccination Scenarios

(a) If vaccinations are provided by the City of Berkeley for BUSD staff the week of **February 22** for PK-2 educators, the week of **March 1** for Grades 3-5, and the week of **March 8** for middle and high school, then school reopening will take place on the following timeline:

- **Monday, March 29:** Preschool, Transitional Kindergarten, and K-2 Hybrid Reopening
- **April 5-9:** Spring Recess
- **Monday, April 12:** Grades 3-5; Grades 6-8; U9 program at Berkeley High School; Berkeley Technical Academy/Berkeley Independent Studies
- **Monday, April 17:** Grades 10-12

**If COB provides all BUSD staff with the [Pfizer vaccine](#), which requires a 21-day interval between inoculations, then reopening for PK-2 will start on March 22; 3-5, etc. on March 29th; and Grades 10-12 on April 12.*

At the current time, BUSD will not reopen BAS to in-person instruction during the 2020-2021 school year. The next vaccination date, TBD, will include BAS.

(b) If vaccinations are provided by the City of Berkeley for BUSD staff the week of **March 1** for PK-5 educators, the week of **March 8** for middle and high school, then school reopening will take place on the following timeline:

- **April 5-9:** Spring Recess
- **Monday, April 12:** Preschool, Transitional Kindergarten, and K-2 Hybrid Reopening
- **Monday, April 19:** Grades 3-5; Grades 6-8; U9 program at Berkeley High School; Berkeley Technical Academy; Berkeley Independent Studies
- **Monday, April 26:** Grades 10-12

**If COB provides all BUSD staff with the [Pfizer vaccine](#), which requires a 21-day interval between inoculations, then reopening for PK-2 will start on March 29; 3-5, etc. on April 12; and Grades 10-12 on April 19.*

(2) Local Transmission Rates

Even if no vaccines are available, or the vaccination schedule is incomplete, schools at all levels will reopen in a hybrid model five days after County and City transmission rates are at the Orange level, using the same three-week staggered schedule described in Section 1.

(3) Social Distancing Requirements

Both parties recognize that ongoing adherence to the guidelines of state and local public health officials will continue to be a requirement. In the interest of serving students on campus, any previous agreement on social distancing is amended to conform to current [January 19, 2021 California Public Health Department guidelines](#).

Maximize space between seating and desks. Distance teacher and other staff desks at least 6 feet away from student and other staff desks. Distance student chairs at least 6 feet away from one another, except where 6 feet of distance is not possible after a good-faith effort has been made. Upon request by the local health department and/or State Safe Schools Team, the superintendent should be prepared to demonstrate that good-faith effort, including an effort to consider all outdoor/indoor space options and hybrid learning models. Under no circumstances should the distance between student chairs be less than 4 feet.

Classroom groups that reduce social distancing below 6 feet will be considered only on a case by case basis.

Both parties agree to confer if public health guidance about social distancing is amended in the future.

(4) Staff Testing

Staff shall be required to obtain a COVID test every two weeks. Testing opportunities shall be provided at each school site. Testing times should not conflict with teaching time. BUSD and BFT will work collaboratively to revise the existing staff testing schedule to minimize conflicts with teachers' Distance Learning or Hybrid schedule.

(5) Student Testing

BUSD and BFT will work collaboratively to encourage families to participate in routine COVID-19 testing (target testing cadence: once per two week period) that is offered at school, and to share information about the benefits of COVID-19 testing. 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.

(6) High-Risk Individuals

Teachers who document that they have conditions on CDC high risk list, or live with someone who has those conditions (who does not work outside the home), or are a caretaker as defined by a medical professional for someone with these conditions, will be allowed to continue to work remotely, through the ADA Interactive Process. Every effort will be made in the interactive process so that Individual teaching credentials and school sites will not be taken into account when determining accommodations.

(7) General Agreements:

- This Agreement is non-precedent setting and only addresses reopening thresholds for Phase 2. Working conditions for subsequent phase(s) shall be subject to bargaining.
- Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
- This Agreement shall expire in full without precedent on the last day of the 2020-2021 traditional school year unless extended by mutual written agreement.

For BFT:

Matt Meyer
Matt Meyer, President

2/16/21

Date

For BUSD:

Samantha Tobias-Espinosa
Samantha Tobias-Espinosa,
Assistant Superintendent

2/16/2021

Date