

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

### Subject: Hybrid Learning, 2020-2021 High School Level

Berkeley Unified School District and the Berkeley Federation of Teachers recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.

In order to promote public health and the stability of employees, and to reduce the negative financial impacts on employees BFT and BUSD have agreed on the following:

1. Keeping Students and Staff Safe: When a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. The parties agree that the Memorandum of Understanding entitled "Health and Safety Guidelines" (signed October 21, 2020), and any subsequent updates to those terms, shall define the protocols and practices to be upheld within BUSD.

BUSD has made significant commitments to protect the safety of all employees and staff, beyond the guidelines established by the California Department of Public Health. These include:

- A commitment to ensure that all staff have had ample access to vaccination appointments prior to reopening schools to in-person instruction
- Ongoing student and staff COVID-19 testing
- Upgrades to ventilation, including, where possible, the installation of MERV-13 filters in all classrooms with HVAC systems; and the provision of industrial HEPA air filters
- The installation of Needlepoint bipolar ionization units in all classrooms, which have a strong demonstrable kill rate for viruses.
- The creation of a dedicated Contact Tracing team

In keeping with CDPH Guidelines, key aspects of the each individual employee's contribution to safety include:

1.a. Physical Distancing: While on district premises, bargaining unit members shall maintain recommended physical distancing by CDPH between themselves and other individuals.

1.b. Face Coverings: All staff and students are required to wear a well fitting face mask that is on the recommended list. Staff who cannot wear a mask because of a documented health issue shall be handled through the ADA interactive process. Students who cannot wear a mask shall provide medical documentation to this effect.

1.c. Stable Groups: High School schedules are designed to ensure that students are in only two stable groups during the day. In order to provide essential or mandated services, some students may be assigned to an additional stable group on a case-by-case basis.

1.d. Hand Washing or Sanitizing: All students and staff should wash or sanitize their hands on a regular basis.

1.e. Classroom Cleaning and Sanitizing: The District will provide unit members supplies (spray cleaner, disinfectant spray, wipes, and disposable gloves) for the light cleaning and sanitizing of classrooms, and ensure that all staff are trained to perform this cleaning.

1.f. Class Quarantining and/or Isolation: In the event that a classroom teacher is required, after the process of case investigation is concluded, to quarantine due to possible exposure to COVID-19, and if a substitute teacher cannot be identified, all in-person activities for that teacher will cease during the 14-calendar day period of the quarantine. The teacher will revert to the schedule for Distance Learning Only teachers (see below).

In the event that a teacher must be isolated for 10 calendar days because they have tested positive for COVID-19, the teacher may continue to teach using the schedule for Distance Learning Only teachers, or may use the leave described in the October 21, 2020 Memorandum of Understanding, "Health and Safety Guidelines."

1.g. Classroom Configuration: Classroom capacities (the number of people in a room at any given time) will be determined in keeping with current Public Health guidelines for each classroom by each principal, using information about the available square footage of each classroom. The district will provide examples of room configurations that comply with these guidelines and maximize students' opportunities to be in school in-person.

1.h Covid Safety Instruction: Classroom teachers may need to discuss Covid safety guidelines with their cohorts for no more than 20 minutes on the first day of 'in-person' class.

## 2. WORK LOCATION:

2.a. In-Person Instruction: From April 12, 2021 (for U9) and April 19, 2021 (for grades 10-12) to the end of the 2020-2021 school year, bargaining unit members shall be required to work in their classroom for the in-person components of their duty day. Each bargaining unit member shall apply for and receive from the district a set of specific accommodations related to individual health issues in order for this requirement to be modified.

2.b. Substitute Teachers/Coverage for In Person: The district will make every effort to find substitute teachers for every classroom for which there is not a classroom teacher. In the event that a substitute is not available, Teachers and any certificated staff will be offered the opportunity to volunteer to be assigned to the classroom. If a volunteer is part time and is willing to increase their FTE to work in person covering a classroom they will be treated as if they are full time in making assignments and will be paid accordingly.

2.c. Work From Home: In the event that there is no adequate instructional space (as defined by current CDPH Guidelines) or when there is limited in-person interaction possible due to the nature of the schedule for an individual TSA, Special Education teacher, Related Service Provider, or Counselor, the principal may approve that this individual deliver online instruction from home

3. TRANSITION TO IN-PERSON LEARNING: Instructional schedules described in this MOU shall be in effect until City health guidance to schools requires a change (e.g. a return to the previous bargained

distance learning schedule because of changes in public health conditions).

- Wednesday March 31 (for U9) and April 14 (for grades 10-12) small group supports will be cancelled.

**4. INSTRUCTIONAL SCHEDULE:** Monday, Tuesday, Thursday, and Friday will include a regular schedule of live online synchronous instruction and in-person instruction for small groups of students. A full listing of the components of teachers’ duties is below, and described in more detail in the schedules for high school. Key elements of the duty day include:

- Live, synchronous class instruction
- In-Person Instruction
- Light cleaning in the classroom
- Equity-based parent communication
- Preparation time

4.a.1. Grades 9-12, Minutes Per Day (Mondays, Tuesday, Thursdays, and Fridays)

The following are key elements of the high school hybrid learning day:

- The duty day for high school teachers will commence at 8:20 and end at 3:30.
- Teachers will receive preparation times as follows:
  - Monday, Tuesday, Wednesday, Thursday, and Friday: 35 minutes prior to the student day
  - 60 minutes during normal prep period four times a week (if it falls in period 2, 4, or 6)
- For students who do not participate in In-Person Instruction, teachers will provide asynchronous work for students as follows: 20 minutes per class/day in grades 9-12
- Students can be required by teachers to bring their Distance Learning technology including computers and chargers. Teachers and students will wipe down shared computer carts.

High Schools, Minutes Per Day (Mondays, Tuesday, Thursdays, and Fridays)

The parties will periodically review the schedule for high schools and may make changes by mutual agreement.

The following table represents the distribution of duty day minutes for preparation time, synchronous teaching, asynchronous work, and in-person instruction for the duty day (Monday, Tuesday, Thursday, and Friday), by grade level.

Grade Level	CA Minimum Requirement	Synchronous Teaching	In-Person Teaching	Maximum Asynchronou	Preparation Time	Light Classroom	Total Duty Day
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				s Work (for students not in-person)		Cleaning	(Max 400)
Grades 9-12	240	180	90	20 per class	35-95	10	400

4.a.2. Grades, 9-12, Minutes Per Day (Wednesdays)

Wednesdays are different from other days of the week and will consist of:

- Distance Learning Small Group Support (3x60 minutes)
- Collaboration
- Preparation
- Faculty meetings
- Professional development

Wednesdays are described in more detail in the schedules for Grades 9-12 that are attached to this memorandum.

All bargaining unit members will be expected to participate in collaboration as specified for their position in the collective bargaining agreement, to be conducted virtually while in Distance Learning.

The following table represents the duty day, Monday - Friday.

<b>Berkeley High School Class Schedule</b>					
<b>Term 7 Hybrid Learning (April 12/19 - April 26)</b>					
<b>Time</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
7:30-8:30	Period 0	Period 0		Period 0	Period 0
	10-Minute Passing Period				
8:55-9:55	Period 1	Period 1	Period 1 DL Student Support	Period 1	Period 1
	10-Minute Passing Period				
10:05-11:05	Period 3	Period 3	Period 3 DL Student Support	Period 3	Period 3
	10-Minute Passing Period				

11:15-12:15	Period 5	Period 5	Period 5 DL Student Support	Period 5	Period 5
12:15-1:00pm	Lunch				
1:00-2:00pm	Transition			Transition	
2:00-3:30	Teacher A Stable Group (In Person)	Teacher A Stable Group (In Person)	Faculty & SLC / Department Professional Development Meetings (1:30-3pm)	Teacher B Stable Group (In Person)	Teacher B Stable Group (In Person)

Berkeley High School Class Schedule					
Hybrid Learning (Term 8 April 26 - June 4)					
Time	Monday	Tuesday	Wednesday	Thursday	Friday
7:30-8:30	Period 0	Period 0		Period 0	Period 0
	10-Minute Passing Period				
8:55-9:55	Period 2	Period 2	Period 2 DL Student Support	Period 2	Period 2
	10-Minute Passing Period				
10:05-11:05	Period 4	Period 4	Period 4 DL Student Support	Period 4	Period 4
	10-Minute Passing Period				
11:15-12:15	Period 6	Period 6	Period 6 DL Student Support	Period 6	Period 6
12:15-1:00pm	Lunch				
1:00-2:00pm	Transition			Transition	

2:00-3:30	Teacher A Stable Group 1 (In Person) Voluntary Teacher B Stable Group 3	Teacher A Stable Group 2 (In Person) Voluntary Teacher B Stable Group 4	Faculty & SLC / Department Professional Development Meetings (1:30-3pm)	Teacher B Stable Group 1 (In Person) Voluntary Teacher A Stable Group 3	Teacher B Stable Group 2 (In Person) Voluntary Teacher A Stable Group 4
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4.b. Distance Learning Students: During the period of hybrid learning, families may elect to keep their child(ren) home for any reason.

Families will be permitted to choose to participate in In-Person instruction or Distance Learning at the beginning of this agreement.

4.c. Voluntary Options:

In-Person Small Group Support in Morning: The District has an interest in small group support being established as a method for providing additional in-person support to students who are struggling most with distance learning for reasons that may include:

- Absenteeism during Distance Learning
- Persistent Technology/Access Issues
- Below Grade Level, and is prioritized by the school COST team for URGENT Intervention
- Emotional and/or behavioral challenges that are worsened by Distance Learning
- Previously receiving intervention
- Family distress such as housing, food, or job insecurity

If teachers work with 3-6 students in person during Distance Learning, teachers will receive "equal time" hours of curriculum development pay with administrator approval.

Voluntary After School Clubs: If teachers work with students in person, teachers will receive teacher hourly pay for actual work after the duty day with administrator approval.

Voluntary Stable Groups: If teachers take on an additional stable group for a third class, coverage for a coworker, or to allow more students on campus, teachers will receive 1 hour curriculum development pay per week (allows time for parent contact, preparing lessons and activities, light cleaning); and receive per diem (hourly) pay for actual work during or after the duty day with administrator approval.

4.d. In-Person Instruction: From 2:00 pm to 3:30 pm, teachers will offer in-person instruction to students as either Teacher A (Monday & Tuesday) or Teacher B (Thursday & Friday). If teachers volunteer to prep more stable groups per week than their instructional load (number of periods taught in Term 7 or 8) requires they will receive curriculum development rate pay.

4.e. Period 0 and Period 7: Subjects taught in these classes are important during distance learning. This MOU establishes a schedule for the provision of synchronous teaching up to four days a week for 60 minutes each.

4.f. In Person Student Enrollment:

Term 7 - April 12-23, U9 core academics will invite 15 kids per teacher, to be decided in Hives. Each teacher will be in 1 stable group they meet with 2x a week for these two weeks to support with Term 7 finals. April 19-23, all BHS teachers will invite 15 kids per teacher. Each teacher will have 1 stable group they meet with 2x a week for this one week to support with Term 7 finals. Admin will oversee invitations and make exceptions based on space constraints, SLC needs, and may help teachers combine stable groups in the cases of few invitations accepted to provide students with interdisciplinary support. Invited students will be in ONE stable group and will meet with that group twice a week. For teachers and students in Phase 1 stable groups will stay in that stable group from 4/12 to 4/23.

TLs, admin and teachers will collaborate in SLCs to invite LEAP students, intervention students, students with IEPs, students with 504s, ELLs, Ds/Fs, mental health concerns and more. If a Hive teacher does not have 15 students that meet this criteria, an exception to the number of invitations will be made with administrator approval. Administrators will run an internal system to ensure students are not double invited and mediate if they are. Invitations will happen on 3/31 for U9 and 4/14.

Phase 1 can continue for grades 10-12 the week of April 12th and all Phase 1 stable groups can continue to meet through the remainder of Term 7 should it be deemed appropriate by an administrator.

Term 8 - Stable groups can be blended across periods, keeping content preps together when possible. Spacing in classroom will determine # of students. A/B teachers will be assigned by geography. Swaps in A or B teacher will be allowed with admin discretion, approval and mediation. Students will be in a minimum of 2 classes, and may even be able to be in stable groups for all 3 periods. The BHS Administration will create a teacher schedule and student enrollment in stable groups for Term 8. Students will choose the number of cohorts they would like to join by the end of the enrollment period.

4.g. Independent Work & Homework: Asynchronous work provided by the teachers to the students throughout the week (approximately 30 minutes per class period daily).

4.h. Employee COVID-19 Testing: BUSD will make every effort to schedule unit member COVID-19 testing at a time that is convenient for unit members. However, all unit members are expected to comply with employee testing mandates, and each member will prioritize being tested.

4.i. 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 daily

stable group time is dedicated to light classroom cleaning of high touch areas such as wiping down tables, computer keyboards, classroom supply areas. Schoolwide cleaning protocols are described in the October 21 agreement entitled "Health and Safety Guidance."

4.j. Class Quarantining and/or Isolation: In the event that a classroom teacher is required, after the process of case investigation is concluded, to quarantine due to possible exposure to COVID-19, all in-person activities (In-Person Instruction) for that teacher will cease during the 14-calendar day period of the quarantine. The teacher will revert to the schedule for Distance Learning Only teachers.

In the event that a teacher must be isolated for 10 calendar days because they have tested positive for COVID-19, the teacher may continue to teach using the schedule for Distance Learning Only teachers, or may use the leave described in the October 21, 2020 Memorandum of Understanding, "Health and Safety Guidelines."

4.k. "Distance Learning Only Teachers": Both parties recognize that some unit members will not be able to work in-person if they have requested and received an ADA-compliant accommodation plan from the district because of a documented underlying health concern. Distance Learning Only Teachers will continue the Small Group Support on Wednesdays as described in the Distance Learning MOU. During the afternoon period, from 2:00 - 3:30 pm, these "Distance Learning Only" teachers will be responsible for conducting additional 3 hours of distance learning support for students in their classes who are at home. This can be afternoon support for DL students, lesson planning support, or an afternoon stable group or other tasks.

4.l. Part Time Teachers: Part-time teachers will take on added responsibilities based on the following chart:

FTE	Additional Hours from current schedule	Added per diem time to make a stable group
0.2	36 minutes a week	54 min = .9 hours (1 stable group)
0.4	1 hour 12 minutes a week	18 min = .3 hours or 108 min = 1.8 hours (2 stable groups)
0.6	1 hour 48 minutes a week	72 min = 1.2 hours (2 stable groups)
0.8	2 hours 24 minutes a week	36 min = .6 hours (2 stable groups)

Because each part-time teacher has a different situation, site administrators will work with each teacher individually in order to come up with a schedule that can be mutually agreed upon. Part-time teachers could include afternoon support for DL students, lesson planning support, or an afternoon stable group and other tasks agreed upon.

Part-time teachers could have the option to work more than their FTE and will be paid per diem for extra hours. FTE could also be increased but that teacher would need to take on a corresponding DL class. The duty day does not change without mutual consent.

## 5. Special Education

Special Education teachers will document the provision of services to students described in the Individual Education Plan in the Learning Emergency Plan (LEP). The LEP should include in person, virtual services and asynchronous and match services in the Individual Education Plan. Special Education teachers will revise the Distance Learning Emergency Plan (DLEP) for students remaining in distance learning if needed.

When providing services in-person, the following guidelines are reflective of current CDPH Guidelines:

- Work with students from only one stable group at a time
- Work in a separate instructional space from the classroom, and clean all high-touch surfaces between instructional groups
- Maximize time outside
- Maintain more than 6 feet of distance between students and the teacher, as much possible
- Take a COVID-19 test more than once per two week interval
- Provide service through distance learning, even if students are on campus

Special Education case managers will be eligible for up to 5 hours per week of per diem pay if they work voluntarily beyond their duty day, to provide required services to students on their caseload. They cannot be required to work beyond the duty day.

Special Education teachers who teach only one class will have one stable group of students to serve in the afternoon in Term 7 and Term 8.

#### 6. AGREEMENTS:

- a. The parties agree that at any time, if state or regional guidance is provided that prevents the terms of this agreement from being implemented, the parties will negotiate any impacts to bargaining unit members.
- b. The Parties agree to continue negotiations over items within the scope of bargaining regarding school closures and reopening.
- c. The parties agree to review this agreement and continue discussion about any of its elements in the interest of improving students' educational experience.
- d. This is a one-time, non-precedent setting agreement. During the period of this MOU, all components of the current Collective Bargaining Agreement between BFT and District not addressed by the terms of this agreement shall remain in full effect.
- e. This Agreement shall expire in full without precedent on the last day of the 2020-2021 traditional school year, June 4, 2021 unless extended by mutual written agreement.

For the Berkeley Federation of Teachers

*Matt Meyer*

Matt Meyer, President

Date 3/29/21

For the Berkeley Unified School District

*Samantha Tobias-Espinosa*

Samantha Tobias-Espinosa, Assistant Superintendent

Date March 29, 2021