

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

Subject: Distance Learning, 2020-2021

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. To this end, the BUSD Board of Education decided at its July 15th, 2020 meeting that the 2020-2021 school year will begin with distance learning, and this decision was affirmed by the California Governor in his July 17th orders related to school reopening.

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.

The Parties agree to continue negotiations over items within the scope of bargaining regarding school closures, and educational options including returning to in-class instruction.

The parties agree to review this agreement and continue discussion about any of its elements in the interest of improving students' educational experience during distance learning.

Instruction through Distance Learning

As of June 30, 2020, California Ed Code establishes new minimum requirements for instructional minutes in the 2020-2021 school year, which may be satisfied through a combination of interactive and independent work. Teachers shall provide a combination of synchronous and asynchronous instruction for a total of one hundred and eighty (180) minutes per day in kindergarten, two hundred and thirty (230) minutes per day in grades 1 through 3, and two hundred and forty (240) minutes per day in grades 4 through 12.

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. **WORK LOCATION:** Bargaining unit members shall have the option, but shall not be required or expected to, work from their classroom/office worksite during regular school hours. Bargaining unit members shall make arrangements with site administration to enter the work site(s).

When a unit member elects to work on BUSD property, the following requirements shall apply:

1.a. Communication with Site Administrator: When bargaining unit members wish to work at their work site, administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied (e.g. shared workspaces, cleaning) to provide additional spaces for physical distancing.

1.b. Daily Attendance Log: Bargaining unit members shall check in and check out electronically each day that they are at their work site to ensure that administration is aware that they were on campus for safety purposes and cleaning of shared spaces.

1.c. Onsite Health Practices: When a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations including completing a daily electronic self-attestation prior to entering a campus/facility.

Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain recommended physical distancing between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be handled through the ADA interactive process. The intent of these requirements is to comply with City and County health orders, which may be updated during the term of this agreement.

1.d. Cleaning and Sanitizing: The District will provide supplies for clearing and sanitizing, and ensure that all staff are trained to perform the following duties, as follows:

1. Non-classroom workspaces shall be provided hand sanitizer;
2. Hand sanitizer will be available at each entrance and exit point;
3. Wipes and hand sanitizer will be readily available near the copiers and any other shared equipment for sanitation purposes;
4. Bargaining unit members will inform their custodian or administrator if hand washing/hand sanitizing supplies noted above are needed;
5. District custodial staff will routinely clean and disinfect high-touch surfaces and fixtures, using the recommended disinfectants.

2. Distance Learning Duty Day and Instructional Schedule, Grades TK-5

2.a. INSTRUCTIONAL SCHEDULE: Monday, Tuesday, Thursday, and Friday will include a regular schedule of live synchronous classroom meetings, live half-group instruction, and live small group instruction. A full listing of the components of teachers' duties is below, and described in more detail in the schedules for TK-K, Grades 1-3, and Grades 4-5 that are attached to this memorandum.

- Live, synchronous class meetings and whole group instruction
- Live, synchronous, half-group instruction
- Live, synchronous equity-based small group instruction
- Equity-based parent communication
- Preparation time

Grades, TK-5, Minutes Per Day (Mondays, Tuesday, Thursdays, and Fridays)

	First Trimester	ELEMENTARY DISTANCE LEARNING SCHEDULE, Four (4) Days a Week							
	TK-K	1	2-3	4-5	Special Ed	Related Services	Intervention	Release	Enrichment
8:00	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation					
8:15	Period	Period	Period	Period	Prepping students for the day			Teachers' Preparation	Teachers' Preparation
8:30									
8:45									
9:00	Class Meeting & Whole	Class Meeting & Whole	Class Meeting & Whole	Class Meeting & Whole	Teachers' Preparation		Teachers' Preparation	Period	Period
9:15									
9:30	Class Instruction	Class Instruction	Class Instruction	Class Instruction	Period		Period		
9:45									
10:00	Online Lesson with Group A	Online Lesson with Group A	Online Lesson with Group A	Online Lesson with Group A	SAI		Intervention	Session 1	Session 1
10:15									
10:30						Service Provision			
10:45									
11:00	Online Lesson with Group B	Online Lesson with Group B	Online Lesson with Group B	Online Lesson with Group B				Session 2	Session 2
11:15									
11:30									
11:45	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation	SAI		Intervention		
12:00									
12:15	Period	Period	Period	Period		Service Provision		Session 3	Session 3
12:30									
12:45	Duty Free	Duty Free	Duty Free	Duty Free	Duty Free	Duty Free	Duty Free	Duty Free	Duty Free
1:00	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
1:15									
1:30	Small Group Support	Small Group Support	Small Group Support	Small Group Support	Teachers' Preparation	Service Provision	Teachers' Preparation	Session 4	Session 4
1:45					Period		Period		
2:00									
2:15									
2:30					SAI	Provision	Intervention	Teachers' Preparation	Teachers' Preparation
2:45	Equity Parent Engagement	Equity Parent Engagement	Equity Parent Engagement	Equity Parent Engagement				Period	Period
3:00									
3:10									
	Class Meeting, Whole Class Instruction, Online Lessons, Sessions, and Small Group Support are live synchronous instruction.								MOU: 8/10/20

The instructional schedule for elementary schools for the first trimester (August 17 through October 9, 2020) will be as attached to this memorandum. During this period:

- Teachers will receive preparation time as follows: 240 minutes per day in grades TK and K, 225 minutes per day in grade 1, 180 minutes per day in grades 2 and 3, and 150 minutes per day in grades 4 and 5.
- Teachers will provide asynchronous work for students as follows: 60 minutes per day in grades TK and K, 95 minutes per day in grade 1, 65 minutes per day in grades 2 and 3, and 60 minutes per day in grades 4 and 5.
- BUSD agrees to provide Foundational Lessons for grades TK-5 to be used at the teacher's discretion. These lessons will include, but are not limited to: pre-recorded lessons for reading, writing and phonics aligned to TCRWP ELA curriculum; and pre-recorded videos aligned to ASOU math curriculum.

	ELEMENTARY Distance Learning SCHEDULE, Wednesdays					
	TK-5	Special Ed	Related Services	Intervention	Release	Enrichment
8:00	Teachers'	Teachers'	Service	Teachers'	Teachers'	Teachers'
8:15	Preparation	Preparation	Provision	Preparation	Preparation	Preparation
8:30	Period	Period		Period	Period	Period
8:45						
9:00	WHOLE CLASS					
9:15	MEETING					
9:30						
9:45	Instructional	Instructional		Instructional		
10:00	Collaboration	Collaboration	Service	Collaboration	Online	Online
10:15	Preparation	Preparation	Provision	Preparation	Elective	Elective
10:30	Teachers'	Teachers'		Teachers'	Opportunities	Opportunities
10:45	Preparation	Preparation		Preparation		
11:00	Period	Period	Service	Period	Online	Online
11:15			Provision		Elective	Elective
11:30					Opportunities	Opportunities
11:45	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch
12:00						
12:15						
12:30	Equity Parent	Teachers'		Teachers'	Online	Online
12:45	Engagement	Preparation		Preparation	Elective	Elective
1:00		Period	Service	Period	Opportunities	Opportunities
1:15			Provision			
1:30						
1:45						
2:00	Faculty Meeting			Faculty Meeting		
2:15	PLC & Teacher Collaboration		Service	PLC & Teacher Collaboration		
2:30	Professional Development		Provision	Professional Development		
2:45						
3:00						
3:10						
	Whole Class Meeting and Online Elective Opportunities are live synchronous instruction.					MOU: 8/10/20

The instructional schedule for elementary schools after the first trimester (October 10, 2020 through June 4, 2021) will be as attached to this memorandum. During this period:

- Teachers will receive preparation time as follows: 210 minutes per day in grades TK and K and 150 minutes per day in grades through 5.
- Teachers will provide asynchronous work for students as follows: 45 minutes per day in grades TK and K, 50 minutes per day in grades 1 through 3, and 60 minutes per day in grades 4 and 5.

	2nd/3rd Trimester	ELEMENTARY DISTANCE LEARNING SCHEDULE, Four (4) Days a Week							
	TK-K	1	2-3	4-5	Special Ed	Related Services	Intervention	Release	Enrichment
8:00	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation					
8:15	Period	Period	Period	Period	Prepping students for the day			Teachers' Preparation	Teachers' Preparation
8:30									
8:45									
9:00	Class Meeting & Whole	Class Meeting & Whole	Class Meeting & Whole	Class Meeting & Whole	Teachers' Preparation		Teachers' Preparation	Session 1	Session 1
9:15	Class Instruction	Class Instruction	Class Instruction	Class Instruction	Period		Period		
9:30									
9:45									
10:00	Online Lesson with Group A	Online Lesson with Group A	Online Lesson with Group A	Online Lesson with Group A	SAI		Intervention	Session 2	Session 2
10:15									
10:30						Service Provision			
10:45									
11:00	Online Lesson with Group B	Online Lesson with Group B	Online Lesson with Group B	Online Lesson with Group B				Session 3	Session 3
11:15									
11:30									
11:45	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation	Teachers' Preparation	SAI		Intervention		
12:00	Period	Period	Period	Period		Service Provision		Session 4	Session 4
12:15									
12:30									
12:45	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch	Duty Free Lunch
1:00									
1:15									
1:30	Small Group Support	Small Group Support	Small Group Support	Small Group Support	Teachers' Preparation	Service Provision	Teachers' Preparation	Session 5	Session 5
1:45					Period		Period		
2:00									
2:15									
2:30					SAI	Provision	Intervention	Teachers' Preparation	Teachers' Preparation
2:45	Equity Parent Engagement	Equity Parent Engagement	Equity Parent Engagement	Equity Parent Engagement				Period	Period
3:00									
3:10									
Class Meeting, Whole Class Instruction, Online Lessons, Sessions, and Small Group Support are live synchronous instruction.								MOU: 8/10/20	

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

- Live, synchronous class meetings and whole group instruction (30-45 minutes)
- Collaboration
- Meetings (such as IEP meetings)
- Preparation
- Parent engagement
- Faculty meetings
- Professional development

Wednesdays are described in more detail in the schedules for TK-K, Grades 1-3, and Grades 4-5 that are attached to this memorandum.

The parties will periodically review the schedules for grades TK-5 and may make changes by mutual agreement.

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.

2.b. Specialist Teachers: Teachers in PE, Science, VAPA, and other subjects are important during distance learning. This MOU establishes a schedule for the provision of synchronous teaching. Specialist teachers will work with their school principal and others to coordinate these sessions in order to maximize students' access to learning.

The number of synchronous minutes required for part-time teachers shall be prorated based on FTE (1.0 FTE equals 855 minutes per week).

2.c. A and B Groups: Teachers will work with their school administrator(s) to propose A and B groups for distance learning. Both parties recognize that students' assignment to these groups shall support several goals, including balanced instructional groups and access to ELD, intervention, and Special Education support.

2.d. Small Group Support: Small group support is established as a routine method for working with individual students and their families, or with small groups, to support progress towards learning goals.

2.e. DISTRICT-WIDE ASSESSMENTS: For the purpose of further understanding students' academic progress during the 2020-2021 school year, teachers will assist their school administrator and RTI team to administer reading and math assessments three times per year. This agreement will apply only to the 2020-2021 school year, and BUSD will survey teachers about district-wide assessments, with this information to be used in any subsequent assessment plan.

2.f. ELEMENTARY LEVEL: FIRST TWO WEEKS OF THE SCHOOL YEAR, AUGUST 17 - 28, 2020

	Week One and Two - Meeting					MOU: 8/10/2020	
	Monday	Tuesday	Wednesday	Thursday	Friday		
8:00							
8:15							
8:30						Instructional Time Per Day	Minutes
8:45						Class Meeting	30
9:00	Class Meeting	Class Meeting	Class Meeting	Class Meeting	Class Meeting	Teacher Assignment	60-120
9:15						BUSD Lesson	60
9:30						BUSD Tech Lesson	30-60
9:45						Homework, Reading	30-60
10:00							
10:15						Release/Enrichment	
10:30	Family Meetings	Family Meetings	Family Meetings	Family Meetings	Family Meetings	Follow schedule above except session 4	
10:45							
11:00							
11:15							
11:30							
11:45	Teachers' Lunch	Teachers' Lunch	Teachers' Lunch	Teachers' Lunch	Teachers' Lunch		
12:00							
12:15							
12:30							
12:45	Family Meetings	Family Meetings	Family Meetings	Family Meetings	Family Meetings		
1:00							
1:15							
1:30							
1:45							
2:00	Asynchronous Lesson	Asynchronous Lesson	Principal Directed Time	Principal Directed Time	Principal Directed Time		
2:15							
2:30	Prep	Prep					
2:45							
3:00							
3:10							

To facilitate the effective formation of relationships between teachers, students, and families, the first two weeks of the school year at the elementary level will be used for parent meetings, to be conducted either in-person and in keeping with all current health guidance (face coverings, social distancing, outside, etc.), if both the teacher and family agree; or remotely.

The following agreements are meant to support families and teachers during this two-week period:

- a. Teachers will conduct a live virtual class meeting of 30 minutes each morning.
- b. BUSD will provide one lesson per day per grade (with a pre-recorded lesson and up to 45 minutes of independent work per activity), to be distributed by teachers to students.
- c. BUSD will provide "how to" videos for families on the most widely used learning applications, including Seesaw and Google Classroom.
- d. Teachers will be responsible for all other assignments to ensure the completion of each day's required instructional minutes.
- e. Teachers will collect student work at the end of each of these two weeks.
- f. Teachers will establish a schedule of meetings with each family, of up to one hour in length per meeting. Both parties recognize that class size varies from class to class, and that teachers will make every effort to meet with all of their families during this period. This may result in some differences between unit members in the number of meetings they conduct.
- g. Schools will use the opening two weeks to support the distribution of learning materials and technology, to complete school registration forms and meal applications, and to support student assessment.

3. Distance Learning Duty Day and Instructional Schedule, Middle Schools

3.a. INSTRUCTIONAL SCHEDULE: Monday, Tuesday, Thursday, and Friday will include a regular schedule of live synchronous classroom meetings, live half-group instruction, and advisory. Wednesdays will include live small group instruction and advisory. A full listing of the components of teachers' duties is below, and described in more detail in the schedule for Grades 6-8 that is attached to this memorandum.

Middle School SCHEDULE: Distance Learning Model						MOU: 8/10/2020
	Monday	Tuesday	Wednesday	Thursday	Friday	
8:00		Period 0			Period 0	1. Teachers will have the option to work on campus
8:15						2. BUSD will support volunteer teachers to reopen after-school programs and activities during DL
8:30						Periods 1-6 are live, synchronous instruction.
8:45	Advisory					All assignments are delivered on Google Classroom
9:00						All classes take place on Zoom/Google Meet
9:15	Period 1	Period 2	Advisory	Period 1	Period 2	Attendance is mandatory and taken in all classes
9:30	Whole Class	Whole Class		Group A	Group A	
9:45			Period 1/2	Period 1	Period 2	Distance Learning Schedule
10:00			Equity Based	Group B	Group B	
10:15			Small Group			Advisory
10:30	Period 3	Period 4		Period 3	Period 4	Four Days a Week
10:45	Whole Class	Whole Class	Period 3/4	Group A	Group A	Wednesdays
11:00			Equity Based	Period 3	Period 4	M - 8:45 - 9:15
11:15			Small Group	Group B	Group B	9:15 - 9:45
11:30			Duty Free Lunch			Period 1 or 2
11:45						9:45 - 10:30
12:00						Period 3 or 4
12:15	Period 5	Period 6	Period 5/6	Period 5	Period 6	10:30 - 11:30
12:30	Whole Class	Whole Class	Equity Based	Group A	Group A	10:45 - 11:30
12:45			Small Group	Period 5	Period 6	Lunch
1:00				Group B	Group B	11:30 - 12:15
1:15						Period 5 or 6
1:30						12:15 - 1:15
1:45		Extended		Extended		
2:00		Course		Course		Equity-Based Small Group Instruction: Teachers are expected to schedule three groups per week with up to 15 students per group for the purpose of providing additional support. Teachers will keep and submit logs of these activities twice per month.
2:15		Offering	Faculty &	Offering		Exception of First Two Weeks of School - PD Instead
2:30		Equity-Based	Dept	Equity-Based		Special Education: Special Education teachers will use Wednesdays, 8:00 - 12:15, for case management, preparation, and parent outreach.
2:45		Parent	Meetings	Parent		Equity-Based Parent Communication
3:00		Communication		Communication		General Ed Teachers will use remind and email for parent outreach
3:10						Faculty & Department Meetings are 1:10 pm to 3:10 pm.

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

The instructional schedule for middle schools will be as attached to this memorandum. Teachers will receive preparation time as follows: 195 minutes per day on Mondays, Tuesdays, Thursdays, and Fridays, and 135 minutes per day on Wednesdays.

A & B Group Instruction on Thursdays (Periods 1, 3, 5) and Fridays (Periods 2, 4, 6)

- 30 minutes for each group per period

Parent Communication - 90 minutes per week during the duty day

Advisory - 30 minutes live interaction on Monday and Wednesday

Equity Based Student Support - 45 minutes live interaction each on Wednesdays

- Odd Weeks (Periods 1, 3, 5)
- Even Weeks (Periods 2, 4, 6)
- During 1st two weeks replaced by Professional Development.

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

3.b. Period 0 and Extra Course Offerings: Subjects taught in these classes are important during distance learning. This MOU establishes a schedule for the provision of synchronous teaching twice a week for 60 minutes each.

3.c. A and B Groups: Teachers will work with their school administrator(s) to propose A and B groups for distance learning. Both parties recognize that students' assignment to these groups shall support several goals, including balanced instructional groups and access to ELD, intervention, and Special Education support.

3.d. Advisory: Advisory is established as a routine method for working with individual students on executive functioning skills, and social emotional learning. Teachers will have their first period (Monday) or second period (Tuesday) assigned students as advisory. Advisory will begin on the first Wednesday of the school year. BUSD administrators will collaborate with volunteer Middle School Counselors and Teachers to build the twice weekly advisory lessons.

3.e.Independent Work & Homework: Asynchronous work provided by the teachers to the students throughout the week (approximately 20 minutes per class period Monday, Tuesday, Thursday, and Friday and 35 minutes per class on Wednesdays).

3.f. First Two Weeks: For the first two weeks only, a middle school teacher can decide to use their class time on Thursdays and Fridays as whole class time or as small groups.

4. Distance Learning Duty Day and Instructional Schedule, High School

4.a. INSTRUCTIONAL SCHEDULE: Monday, Tuesday, Thursday, and Friday will include a regular schedule of live synchronous classroom meetings. A full listing of the components of teachers' duties is below, and described in more detail in the schedules for BHS and BTA that are attached to this memorandum.

High School SCHEDULE: Distance Learning Model					MOU: 8/10/2020
"Eight Term System"					
Monday	Tuesday	Wednesday	Thursday	Friday	
8:00 Period 0	Period 0		Period 0	Period 0	1. Teachers will have the option to work on campus
8:15					2. BUSD will support volunteer teachers to reopen after-school programs and activities during DL
8:30					
8:45					
9:00					Terms 1, 3, 5, and 7 are Periods 1, 3, 5
9:15 Period 1/2	Period 1/2	Period 1/2	Period 1/2	Period 1/2	Terms 2, 4, 6, and 8 are Periods 2, 4, 6
9:30 All students	All students	Small	All students	All students	Terms are 4-6 weeks each
9:45		Group Support			Periods 1-6 are live, synchronous instruction.
10:00					All assignments are delivered on Google Classroom
10:15					All instruction takes place via Zoom/Google Meet
10:30 Period 3/4	Period 3/4	Period 3/4	Period 3/4	Period 3/4	Letter Grades, A-F
10:45 All students	All students	Small	All students	All students	Attendance is mandatory and taken in all classes
11:00		Group Support			
11:15					Terms 1 & 3 & 5 & 7
11:30		Duty Free Lunch			Four (4) Days a Week
11:45					Period 1 9:15 - 10:15 9:15 - 10:00
12:00					Period 3 10:30 - 11:30 10:30 - 11:15
12:15 Period 5/6	Period 5/6	Period 5/6	Period 5/6	Period 5/6	Period 5 12:15 - 1:15 12:15 - 1:00
12:30 All students	All students	Small	All students	All students	Period 7 1:30 - 2:30
12:45		Group Support			Terms 2 & 4 & 6 & 8
1:00					Four (4) Days a Week
1:15					Period 0 8:00 - 9:00
1:30 Period 7	Period 7		Period 7	Period 7	Period 2 9:15 - 10:15 9:15 - 10:00
1:45 (CLC)	(CLC)	Faculty & Dept	(CLC)	(CLC)	Period 4 10:30 - 11:30 10:30 - 11:15
2:00					Period 6 12:15 - 1:15 12:15 - 1:00
2:15					
2:30 Equity-Based		Meetings	Equity-Based		Equity-Based Small Group Instruction: Teachers are expected
2:45 Student/Parent			Student/Parent		to schedule three groups per week with up to 15
3:00 Communication			Communication		students per group for the purpose of providing
3:10					additional support. Teachers will keep and submit logs
					of these activities twice per month.
					Exception of First Week of School - terms 1 & 2

BTA SCHEDULE: Distance Learning Model					MOU: 8/10/2020
Monday	Tuesday	Wednesday	Thursday	Friday	
8:00					Continuation schools in DL must offer 180 min/day minimum
8:15					Teachers will have the option to work on campus
8:30					Teachers would have an advisory caseload
8:45					All assignments are delivered on Google Classroom
9:00					All instruction takes place via Zoom/Google Meet
9:15					Letter Grades, A-F
9:30					Attendance is mandatory and taken in all classes
9:45					Periods 1-4 are live, synchronous instruction.
10:00 Period 1	Period 1	Equity Based	Period 1	Period 1	Quarters 1 and 2
10:15		Small Group			Semester 1
10:30					Students take four classes or 40 credits
10:45					Quarter 3 and 4
11:00 Period 2	Period 2	Equity Based	Period 2	Period 2	Semester 2
11:15		Small Group			Students have a new schedule with four different classes
11:30					Students complete 40 credits to make 80 for the whole school year.
11:45					Equity-Based Small Group Instruction: Teachers are expected
12:00					to schedule meetings with students who need additional support.
12:15		Duty Free Lunch			Teachers will keep and submit logs of these activities twice per month
12:30 Period 3	Period 3	Advisory	Period 3	Period 3	Special Education: Special Education teachers will use
12:45					Wednesdays, 8:00 - 11:45, for IEPs, case management, preparation,
1:00					and parent outreach.
1:15					
1:30 Period 4	Period 4	Staff Meetings	Period 4	Period 4	Equity-Based Parent Communication
1:45					General Ed Teachers will use remind and email for parent outreach.
2:00					
2:15					
2:30 Equity-Based			Equity-Based		
2:45 Student/Parent			Student/Parent		
3:00 Communication			Communication		
3:10					

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

The instructional schedule for BHS and BTA will be as attached to this memorandum. Teachers at BHS will receive preparation time as follows: 205 minutes per day on Mondays, Tuesdays, Thursdays, and Fridays, and 135 minutes per day on Wednesdays. Teachers at BTA will receive preparation time as follows: 190 minutes per day on Mondays, Tuesdays, Thursdays, and Fridays, and 120 minutes on Wednesdays.

Parent Communication - 90 minutes per week during the duty day

Equity Based Student Support - 45 minutes live interaction each session(s) on Wednesdays (During the first week of the 1st and 2nd Term, Equity Based Student Support will be replaced by Professional Development for teachers.)

Advisory (BTA Only) - 45 minutes every Wednesday

The parties will periodically review the schedules for BHS and BTA and may make changes by mutual agreement.

4.b. 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 for 60 minutes per day on Monday, Tuesday, Thursday, and Friday depending on the term.

4.c. Advisory (BTA only): Advisory is established as a routine method for working with individual students on executive functioning skills, and social emotional learning. Teachers will be assigned Advisory students by the Administrator.

4.d.Independent Work & Homework: Asynchronous work provided by the teachers to the students throughout the week (approximately 20 minutes per class period Monday, Tuesday, Thursday, and Friday and 70 minutes per class period on Wednesdays at BHS and 35 minutes per class period at BTA).

5. Alternative Education:

5.a. Independent Study: Teachers will provide 135 minutes of live instruction each day and 90 minutes per week of parent communication.

5.b. Early Childhood Education: The instructional schedule for ECE will be as attached to this memorandum.

	Preschool Distance Learning Schedule					
	Monday	Tuesday	Wednesday	Thursday	Friday	Enrichment
8:00	Classroom Team Meeting				Create & Send Family Newsletter	Healthy Me/ Library/ Garden - Asynchronous Sessions - 1.5 hours/week
8:15						
8:30	Office Hours: Calling families/1:1 family meetings	Preparation Period	Preparation Period	Preparation Period	Plan small group instruction for next week DRDP	
8:45						
9:00						
9:15						
9:30						
9:45		Class Meeting	Class Meeting	Class Meeting		
10:00	1. IEP Prep 2. Rti Tier II Sessions and/or SPED Assessment 3. Creating Content for Website	Preparation Period	Preparation Period	Preparation Period	Office Hours: Calling families/1:1 family meetings	
10:15						
10:30						
10:45						
11:00		Group A Class Instruction	Group B Class Instruction	Group C Class Instruction		
11:15						
11:30		Take Attendance	Take Attendance	Take Attendance		
11:45						
12:00	Teachers' Lunch	Teachers' Lunch	Teachers' Lunch	Teachers' Lunch	Teachers' Lunch	
12:15						
12:30		Rti Tier II Sessions	Teacher Collaboration	Online Individual PD time/ SPED IEPs	Online Individual PD time/ SPED IEPs	
12:45	Teacher Meeting	and/or SPED assessment				
1:00						
1:15						
1:30	Preparation Period	Parent Workshops: Administrators/Rti	Preparation Period			
1:45						
2:00	SpEd Teacher Meeting/Online Individual PD time	Learning Genie/DDRP	Learning Genie/DDRP	Learning Genie/DDRP	Documentation: Parent Contact	
2:15						
2:30						
2:45						
3:00	Zoom organization and Management					
3:10						
	Class Meeting and Group Class Instruction are live synchronous instruction.					MOU: 8-10-20

6. Coordination of Services During Distance Learning: The parties recognize that supplemental support services like Special Education, reading intervention, and English Language Development are an important part of the educational day for many students, and that the provision of these services is made more complicated and more important during a period of distance learning. To facilitate the coordination of these services, unit members will adhere to the daily schedules in this MOU, and will not make adjustments to schedules or student groups (e.g., Group A and Group B) unless these adjustments have been coordinated with these supplemental service providers and approved by the site administrator.

All bargaining unit members will be expected to participate in all staff meetings as outlined in the collective bargaining agreement, to be conducted virtually while in Distance Learning.

7. Equity-Centered Parent Engagement: Teachers' duty day includes time for regular, proactive communication with families. With help from their administrator(s), counselors, and other support staff, teachers will have responsibility for active and ongoing outreach to families, especially in support of students who are struggling with participation, attendance, and academic progress. Teachers work to engage parents and guardians will include:

1. All emails returned within two school days
2. Teacher contact if student is absent more than one day/week

8. SPECIAL EDUCATION: Special Education services during periods of distance learning continue to adhere to the procedures outlined in federal and state law. To maximize the possibility of compliance with the terms of each IEP (most of which were written prior to school closures in March, 2020), Special Educators and the Special Education department will collaborate on important items like documentation of services and communication, scheduling services, collaboration with general education teachers, assessments, and IEP meetings.

8.a. Documentation of Services: Special Education teachers will use SEIS to log provision of services.

8.b. Emergency Learning Plans: Each Special Education teacher/case manager is responsible for the completion of an Emergency Learning Plan for each student on her/his caseload; as well as communicating to each family about the Emergency Learning Plan. The first two weeks of the instructional year will be devoted to the preparation of these plans and to parent/student outreach.

8.c. Parent and Student Outreach: Special Education teachers will contact students and families who have missed Special Education sessions. (General Education teachers are responsible for contacting Special Education students and families who have missed a general education classroom session.)

8.d. Special Education Assessments: Special Education teachers/case managers will be responsible for the completion of assessments during the period of distance learning, consistent with all health requirements practices established for schools and in accordance with the Collective Bargaining Agreement. Given that in-person assessment is not possible, teachers will attempt to complete as much of the assessment as possible. This is true for both initial and triennial assessments. Teachers will not be mandated to report to sites to conduct assessments.

8.e. IEP Meetings: Special Education teachers are responsible for scheduling and holding all of their IEP meetings during the period of this agreement. These meetings may be conducted remotely.

8.f. Service Provision/Scheduling:

Elementary - Special Education Teachers and Designated Service Providers are instructed to not pull students from class meetings/whole class instruction and small group sessions to the greatest extent possible.

Middle/High- Special Education Teachers will be excused from Equity Based Small Group Instruction on Wednesdays to work on providing IEP services, Assessments, and IEP documentation.

9. INSTRUCTIONAL TECHNOLOGY: Technology will feature prominently in the district's plans to support student learning, and both parties recognize the need for both strong professional development and a uniformly implemented set of expectations for educators.

9.a. Learning Management System: Teachers in Grades TK-2 will use Seesaw as their Learning Management System, and teachers in Grades 3-12 will use Google Classroom.

9.b. Attendance Taking in Illuminate: Teachers will take attendance daily based on students' participation in daily instruction, in a manner consistent with how student attendance is taken during a regular school day, when students are present during live instruction. BUSD will provide clear guidelines to unit members for taking daily attendance, in consultation with BFT.

9.c. Digital Recordings: Class presentations shall not be recorded without prior knowledge and consent of the certificated staff. In the event that a parent records an online session led by a unit member, the school principal will provide assistance to the teacher to ensure that this recording is deleted and that further recordings are not made.

9.d. Remind: The Remind application will be required for use by unit members as the primary method for parent and student communication, including email, text, and voice messaging. BUSD will maintain information about the use of Remind by teachers, conduct periodic spot checks about the use of Remind by unit members, and provide site administrators with a regular log of teachers' use of Remind for parent communication. Unit members will receive training on the use of Remind.

9.e. Chromebooks for Educators: BUSD will provide all unit members with a Chromebook to be used for work-related tasks, including distance learning. In addition, teachers may request from their administrator to take home devices such as document cameras or projectors for work use.

9.f. Technology and Supplies Stipend: BUSD will provide all unit members a \$250.00 stipend to cover the cost of expenses related to the provision of distance learning from the home. This stipend will resolve any needed technology supplies and teaching materials. No additional reimbursements will be provided. Teachers are encouraged to borrow equipment from their classrooms as practicable. These purchases do not require the pre-approval of an administrator.

9.g. Acceptable Use of Technology: Technology use by all BUSD employees shall conform to the terms described in BUSD's Acceptable Use policy, updated by the Board of Education on July 15, 2020.

10. EVALUATION: Observation and evaluation procedures in the Collective Bargaining Agreement shall be temporarily delayed pending negotiation of interim procedures for the 2020-2021 school year. The parties shall negotiate and implement interim procedures for the 2020-2021 school year by September 25, 2020. If no agreement on interim procedures is reached by September 26, 2020 the Current Collective Bargaining Agreement Language shall be implemented. Bargaining unit members shall provide access for administration to join all requested virtual sessions with students.
11. CHILD CARE FOR UNIT MEMBERS: Both parties recognize that school closures place a burden on working families, including unit members who have children.

To support unit members with child care responsibilities, unit members with children shall be granted a reasonable amount of time within the allotted preparation/nonsynchronous time in the duty day without loss of compensation to supervise their children's distance learning. BFT and BUSD will work together to create options for members with children between TK and fifth grade. These options may include:

- a. BUSD will continue to make every effort to provide child care on each BUSD campus, including consultation with Public Health and Community Licensing, and will consult with BFT on implementation; or
- b. Beginning at the start of the school year, unit members with children who wish to conduct distance learning in their own classroom may bring their own children to work, provided that their own child care obligations do not interfere with their teaching responsibilities.

Employees who elect to use employer-sponsored child care will comply with all terms and conditions created by the district, as well as those described in any related requirements issued by Community Licensing.

12. GRIEVANCE PROCEDURE: Any violation or a dispute regarding the meaning, application or interpretation of a specific provision of this Agreement (excluding paragraph 11 above) shall be subject to the grievance procedure in Article 7 of the Collective Bargaining Agreement.

This is a one-time, non-precedent setting agreement. Both parties recognize that the 2020-2021 school year is likely to present BUSD with many unexpected situations, and that further bargaining related to distance learning may be necessary. Both parties may request to re-engage on the items described in this agreement, or on other items not included herein.

During Distance Learning, 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.

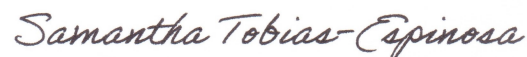
For the Berkeley Federation of Teachers



Matt Meyer, President

Date 8/11/2020

For the Berkeley Unified School District



Samantha Tobias-Espinosa, Assistant Superintendent

Date 8/11/2020