



**MEMORANDUM OF UNDERSTANDING BETWEEN
BENICIA UNIFIED SCHOOL DISTRICT AND BENICA
TEACHERS ASSOCIATION**

IN PERSON LEARNING MODEL DUE TO COVID-19 PANDEMIC

DECEMBER 2, 2020

TABLE OF CONTENTS

Title	Page Number
In Person Learning Model MOU	2-15
Virtual Learning Student Behavior Tiered Model- Appendix 1	16-17
In Person Learning Student Behavior Tiered Model (COVID-19 Additions)- Appendix 2	18-20

MEMORANDUM OF UNDERSTANDING BETWEEN BENICIA UNIFIED
SCHOOL DISTRICT AND BENICIA TEACHERS ASSOCIATION
IN-PERSON LEARNING DUE TO COVID-19 PANDEMIC
DECEMBER 2020

The Benicia Unified School District (“District”) and the Benicia Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 pandemic and the return to school during the 2020-2021 school year. The protocols in this MOU are being written to clarify health and safety guidelines for:

- a. Hybrid Learning with up to 50% of the students present from each class at one time.
- b. Small group instruction.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. This agreement is non-precedent setting. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree that the language from the ‘Health and Safety Protocols MOU’ will apply to the In-Person Learning Plan.

The District, in collaboration with the Association, agrees to make adjustments for the 2020-2021 school year as follows:

MODELS OF INSTRUCTION FOR IN-PERSON LEARNING AND VIRTUAL LEARNING

The Parties recognize there is a need to adjust instructional schedules at the elementary, middle and high school levels to accommodate social distancing and restrict large group gatherings, as recommended by public health officials, to prevent the spread of illness arising from COVID-19. The District and Association recognize the importance of continuing high quality instructional practices whether virtually or in person to benefit the students and communities served by the District and its certificated staff.

During In-Person Hybrid learning, teachers will be expected to maintain their Google Classrooms in case there is a need to return to virtual learning. Unit members shall be provided with an adequate, working laptop that can support any required digital instruction.

Music and Band Instruction will adhere to the guidelines from Solano and State Health Department when students return for in-person learning.

Processes to address student behavior as it relates to COVID-19 protocols as outlined in the Health and Safety MOU are linked below. Nothing in this document diminishes any unit member's rights to suspend a student from his/her classroom under Education Code. Linked below are the BUSD Tiered Behavior Models for Virtual Learning and In-Person Hybrid Learning:

Appendix 1- [Virtual learning student behavior tiered model](#)

Appendix 2- [In-person hybrid student behavior tiered model](#)

The parties acknowledge that there will not be enough time in these modified schedules to cover all content standards. The pacing and essential standards shall be agreed upon by BTA and BUSD.

Modifications to the in-person learning models will be negotiated between the District and BTA. District and administrators reserve the right to modify the bell schedule to ensure adherence to Senate Bill 98, student needs and safety based on current safety guidelines. (i.e., - ingress/egress, transition time, drop-off/pick-up time, grab & go lunches, etc.)

1.0 Elementary Schools Hybrid Model for In-Person Teaching (TK-5)

- 1.01 The Parties affirm that general education class cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each trimester with an assigned primary teacher, and systems are in place at the school site to prevent the mixing of general education class cohorts.
- 1.02 Student cohorts for general education classes shall not exceed up to 50% of the maximum class size. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations.
- 1.03 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.
- 1.04 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. Students will have their own device (ie chromebook, tablet etc.) Equipment and supplies must not be shared between students.
- 1.05 School staff shall limit the number of in-person visits to classrooms in order to maintain the stability of the cohorts and to minimize the spread of the illness. Administrators and essential support staff may be present in classrooms only when necessary.
- 1.06 Students will have their own desk/work area. Students in AM or PM sessions will not share the same desk/work space (i.e. A/B seating).
- 1.07 Staff will teach an AM/PM model for students in TK-5 during hybrid learning.

- 1.08 There will be 90-minutes between the AM/PM groups of students for teacher lunch break and preparation/planning (Sample Student Bell Schedule below).
- 1.09 TK classroom teachers may teach in-person in the AM session and virtual in the PM session in an effort to minimize switching student/teacher rosters. K-5 classroom teachers may volunteer to teach in-person in the AM session and virtual in the PM session in an effort to minimize switching student/teacher rosters.
- 1.10 Any unit member who teaches both an AM and a PM in person cohort shall have no virtual students.
- 1.11 Students will be assigned independent work (i.e. reading, writing and math practice, etc.) to be completed either online or in paper/pen format for the purposes of extending learning and practice for the remainder of mandated minutes students are not in person. The District shall continue to create math packets for teachers who request them.
- 1.12 Music and PE teachers will provide instruction to students virtually. Consideration to in-person instruction will be given if scheduling allows.
- 1.13 Sites will develop protocols for “Grab and Go” lunches that follow nutritional guidelines to minimize student contact and maximize efficient distribution.
- 1.14 Fridays will be primarily asynchronous instructional days; teachers will provide independent/virtual work for students to complete.
 - 1.14.1 Teachers will need to hold synchronous instruction with the entire class for a minimum of 30 minutes on Fridays as a way to maintain the whole-class community. This time may include, but is not limited to, SEL, celebrations, classroom meetings, read alouds, short interactive lessons, and/or enrichment.
 - 1.14.2 Fridays, outside of CPT time, will be for up to three (3) total hours per month that can be divided between staff meetings and professional learning opportunities.
 - 1.14.3 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, attendance, SB98 mandate- Weekly Engagement Record, etc.
 - 1.14.4 Unit members shall not be required to have in person students on Friday. For teachers who find it necessary to have in person small group instruction on Friday, each site will develop a communication system for sitewide notification.

When recess occurs, cohorts shall be given separate designated areas. Each site shall create a recess schedule so that only a small number of cohorts is outside at one time. If a snack is eaten outside, students may remove masks only while 6 feet apart.

The duty day for unit members shall begin 15 minutes prior to instruction.

ELEMENTARY STUDENT BELL SCHEDULE

General Education Class - Elementary Hybrid Schedule - COHORT A								
<i>TK-2nd</i>	<i>3rd-5th</i>	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Instructional Minutes</i>	<i>Time</i>	<i>*Friday</i>
7:45	8:00	Teacher Arrival Time						
7:50 - 8:00	8:05 - 8:15	Student Arrival/Teacher Duty Time (per Health & Safety MOU 3.11)					8:30 - 9:00 (per MOU)	Whole class virtual synchronous instruction
8:00 - 9:00	8:15 - 9:30	Instruction				60/75		
		Recess (15 minutes)					9:45 - 10:30	Staff meeting
9:15 - 10:30	9:45 - 10:45	Instruction				75/60		
10:30 - 10:45	10:45 - 11:00	Student Dismissal/ Student Grab&Go Lunch						
10:30 - 12:00	10:45 - 12:15	Teacher Prep/ 30 min Lunch					10:30 - 3:00 Including balance of instructional minutes	** Async instruction
		** Asynchronous Instruction				TK - K (45 min) 1st-3rd (95 min) 4th-5th (105 min)		
		Total instructional time per grade level				TK - K = 180, 1st - 3rd = 230, 4th - 5th = 240		

General Education Class - Elementary Hybrid Schedule - COHORT B								
<i>TK-2nd</i>	<i>3rd - 5th</i>	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Instructional Minutes</i>	<i>Time</i>	<i>*Friday</i>
		** Asynchronous Instruction				TK - K (45 min) 1st-3rd (95 min) 4th-5th (105 min)	8:30 - 9:00 (per MOU)	Whole class virtual synchronous instruction
10:30 - 12:00	10:45 - 12:15	Teacher Prep/ 30 min Lunch						
12:05 - 12:15	12:20 - 12:30	Student Arrival/Teacher Duty Time (per Health & Safety MOU 3.11)					9:45 - 10:30	Staff meeting
12:15 - 1:15	12:30 - 1:45	Instruction				60/75		
		Recess (15 minutes)					10:30 - 3:00 Including balance of instructional minutes	** Async instruction
1:30 - 2:45	2:00 - 3:00	Instruction				75/60		
2:45 - 2:55	3:00 - 3:10	Student Dismissal/ Student Grab&Go Lunch						
3:00	3:15	Teacher Departure Time						
		Total instructional time per grade level				TK - K = 180, 1st - 3rd = 230, 4th - 5th = 240		

** Asynchronous instruction may include, but is not limited to, practice in BUSD online programs and/or independent reading/writing.

2.0 Benicia Middle School Hybrid Model (Grades 6-8)

- 2.01 Student class sizes shall not exceed 50% of the maximum class size. Smaller class size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations.
- 2.02 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. Students will have their own device (ie chromebook, tablet etc.) Equipment and supplies must not be shared between students. Speciality equipment will be disinfected in between use by different students.
- 2.03 Students will have their own desk/work area. Two groups of students in AM or PM sessions will not share the same desk/work space (i.e. A/B seating). Classrooms will be fogged/disinfected between the morning and afternoon classes.
- 2.04 School staff shall limit the number of in-person visits to classrooms in order to maintain the stability of the cohorts and to minimize the spread of the illness. Administrators and essential support staff may be present in classrooms only when necessary.
- 2.05 While the District is in hybrid model, no more than 50% of the students assigned to a class will be present in a given classroom.
- 2.07 Instrumental Music may be considered by the District only when the guidelines say it safe to do so. (BTA made green)
- 2.08 Sites will develop protocols for “Grab and Go” lunches that follow nutritional guidelines to minimize student contact and maximize efficient distribution.
- 2.09 Fridays will be asynchronous instructional days; where teachers will provide independent/virtual work for students to complete.
 - 2.09.1 Fridays, outside of CPT time, will be for up to three (3) total hours per month that can be divided between staff meetings and professional learning opportunities.
 - 2.09.2 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, attendance, SB98 mandate- Weekly Engagement Record, etc.
 - 2.09.3 Unit members shall not be required to have in person students on Friday. For teachers who find it necessary to have in person small group instruction on Friday, each site will develop a communication system for sitewide notification.

BMS Student Bell Schedule

Teacher Arrival Time = 8:00am

Teacher Departure Time = 3:15pm

AM Group: In Person Classes: 8:15 - 10:03am; Synchronous Virtual Class: 10:55 - 12:10pm

PM Group: Synchronous Virtual Classes: 10:55 - 12:10pm; In Person Classes: 1:22 - 3:10pm

Time	Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
		(periods 1 > 4)	(periods 4 > 1)	(periods 1 > 4)	(periods 4 > 1)	Asynchronous student work: 8:30 - 12:30 Teacher Office Hours Math 10:00 - 10:30 English 10:30 - 11:00 Science/History 11:00 - 11:30 PE/Electives 11:30 - 12:00
8:05 - 8:15	10	Student Arrival/Teacher Duty Time (per Health & Safety MOU 3.11)				
8:15 - 9:07	52	Period 1A In Person	Period 3A In Person	Period 1A In Person	Period 3A In Person	
9:11 - 10:03	52	Period 2A In Person	Period 4A In Person	Period 2A In Person	Period 4A In Person	
10:03 - 10:07	4	Student Grab & Go Lunch Teachers assist with dismissal				
10:07 - 10:55	48	Prep				
10:55 - 11:30	35	Period 3 Zoom All	Period 1 Zoom All	Period 3 Zoom All	Period 1 Zoom All	
11:35 - 12:10	35	Period 4 Zoom All	Period 2 Zoom All	Period 4 Zoom All	Period 2 Zoom All	
12:10 - 12:40	30	Lunch				
12:40 - 1:10	30	Prep				
1:10 - 1:20	10	Student Arrival/Teacher Duty Time (per Health & Safety MOU 3.11)				
1:20 - 2:12	52	Period 1B In Person	Period 3B In Person	Period 1B In Person	Period 3B In Person	
2:16 - 3:08	52	Period 2B In Person	Period 4B In Person	Period 2B In Person	Period 4B In Person	
3:08 - 3:15	5	Student Grab & Go Lunch Teachers assist with dismissal				

3.0 Benicia High School Hybrid Model (Grades 9-12)

- 3.01 Student class sizes shall not exceed 50% of the maximum class size. Smaller class size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations.
- 3.02 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. Students will have their own device (ie chromebook, tablet etc.) Equipment and supplies must not be shared between students. Speciality equipment will be disinfected in between use by different students.
- 3.03 Students will attend two classes before lunch and two classes after the lunch period. Two groups of students in the morning or afternoon sessions will not share the same desk/work space. Classrooms will be fogged/disinfected between the morning and afternoon classes.
- 3.04 School staff shall limit the number of in-person visits to classrooms in order to maintain the stability of the cohorts and to minimize the spread of the illness. Administrators and essential support staff may be present in classrooms only when necessary.
- 3.05 While the District is in a hybrid model, BHS will be on an A/B day schedule where students opting for in-person instruction will be assigned to A/B groups and will learn in-person two days per week and virtually three days per week.
- 3.06 Depending on the number of students who opt for in-person instruction or virtual instruction, teachers may have some virtual students included in their in-person classes. In-person students may need to transition to virtual learning during the term based on health, quarantine, or other reasons, and will continue with their scheduled courses. The class size limits in the BUSD/BTA CBA shall still apply.
- 3.07 The master schedule and teacher's assigned sections may be changed as needed to accommodate the hybrid model.
- 3.08 Teachers will teach in-person 4 days per week, Monday through Thursday. Teachers will take attendance at the start of each class period for all students (in-person and virtual). Teachers shall provide instruction based on the method of their choice for both the in-person and virtual students.
- 3.09 Fridays will be an asynchronous day; teachers will provide independent/virtual work for students to complete.
 - 3.09.1 Each Friday, teachers will hold a synchronous meeting with students for their ACCESS period.
 - 3.09.2 Fridays, outside of CPT time, will be for up to three (3) total hours per month that can be divided between staff meetings and professional learning opportunities.

- 3.09.3 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, advisory check-ins, attendance, SB98 mandate- Weekly Engagement Record, etc.
- 3.09.4 Unit members shall not be required to have in person students on Friday. For teachers who find it necessary to have in person small group instruction on Friday, each site will develop a communication system for sitewide notification.

BHS Student Bell Schedule

Teacher arrival time: 7:55 am

Teacher departure time: 3:10 pm

	Monday - Thursday: Synchronous Days Mondays & Wednesdays: Blue Group Tuesdays & Thursdays: Gold Group	Friday: Asynchronous Day
8:00-8:30	Virtual Office Hours	Students: <ul style="list-style-type: none"> 8:30-9:00am - Access Period: Connect with Access teacher for school activities and student support. 9:10-10:20am - Asynchronous Period 1 10:30-11:40am - Asynchronous Period 2 12:40-1:50pm - Asynchronous Period 3 2:00-3:10pm - Asynchronous Period 4 <p>Work to complete assignments and learning activities. Turn in assignments as needed. Must complete given task for attendance for Friday.</p> Teachers: <ul style="list-style-type: none"> Provide Access period support and activities. Check in with Access students. Grading & updating of PowerSchool Staff & Department Meetings Prep/Planning for classes Collaboration with colleagues Communication with staff, students, and parents Professional Learning
8:30-9:50	Period 1	
9:50-9:55	Passing	
9:55-11:15	Period 2	
11:15-12:15	Student Lunch 30 minute Teacher Lunch 30 minute Virtual Office Hours	
12:15-1:35	Period 3	
1:35-1:40	Passing	
1:40-3:00	Period 4	

4.0 Liberty High School Hybrid Model

- 4.01 Staff will teach an AM/PM model for students at Liberty HS Monday-Thursday while the LHS is in a hybrid model.
- 4.02 No more than 50% of the students will be in a given classroom during the AM/PM model.

- 4.03 All students will stay in their advisors's classroom, no movement in between classes.
- 4.04 Each teacher will still continue to be the teacher of record for their two content areas and one elective.
- 4.05 Each teacher will continue to be responsible for assigning and grading designated content assignments on Google Classroom.
- 4.06 Each teacher during advisory will assist/support their students in all Google Classroom assignments.
- 4.07 All teachers will be responsible for the direct instruction of English and Math based on the lesson plans of the designated English / Math teachers.
- 4.08 There will be 60-minutes between the AM/PM groups of students for teacher lunch break (30) and office hours (30) (i.e 9:00-11:30 AM and 12:30-3:00 PM).
- 4.09 Teachers will assign independent work for students to be completed either on-line or in paper/pen format for the purposes of extending learning and practice for the time students are not in-person.
- 4.11 Fridays will be asynchronous instructional days; where students will have independent work to complete.
- 4.12 Fridays, outside of CPT time, will be for up to three (3) total hours per month that can be divided between staff meetings and professional learning opportunities.
- 4.13 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, advisory check-ins, attendance, SB98 mandate- Weekly Engagement Record, etc.
- 4.14 Unit members shall not be required to have in person students on Friday. For teachers who find it necessary to have in person small group instruction on Friday, each site will develop a communication system for sitewide notification.

LHS Student Bell Schedule

Teacher arrival time: 8:15am, Teacher departure time: 3:30pm

Monday-Thursday		Friday	
Teacher Prep	8:15 - 9:00	Prep	9:00 - 10:00
Block A	9:00 - 11:30	Advisory- Synchronous	10:00 - 11:00-
Lunch A Grab & Go Lunch B Grab & Eat	11:30 - 11:50 12:10-12:30	Asynchronous	11:00 - 12:00 - Project-based
Teacher Lunch/Student Monitoring	11:30-12:30	Student Lunch Teacher Lunch Office Hours	12:00 - 1:00 12:00-12:30 12:30-1:00
Block B	12:30 - 3:00	Asynchronous	1:00 - 3:00 - Project-based
Office Hours:	3:00 - 3:30	Teachers may schedule/request student attendance for small group instruction on Fridays.	

5.0 LIVESTREAMING WHILE PROVIDING IN PERSON INSTRUCTION

Under no circumstances shall a teacher be required to livestream. If the unit member will provide in-person and distance learning simultaneously (livestream) the District shall provide and maintain appropriate equipment to provide a quality experience for students. The unit member shall focus on teaching the students who are present in the classroom and shall not be expected to change the method of delivering instruction due to livestreaming.

- 5.01 Teachers will have the ability to control/disable the chat feature.
- 5.02 Unit members shall not be expected to monitor both the students in the classroom and the students who are at home. The unit member shall not be responsible for the behavior of the students who are online. If they become aware of a student's negative behavior, they shall follow the student discipline referral process.
- 5.03 Unit members shall not be required to respond to questions from online students while livestreaming.
- 5.04 After taking attendance at the beginning of the period, unit members shall not be required to monitor the waiting room or any other technological issues that the online students may have.
- 5.05 No information gathered from livestreaming shall be used in the evaluation of any unit member.
- 5.06 No information gathered from livestreaming shall be used in discipline of any unit member.
- 5.07 Any unit member who decides to livestream shall be offered district provided optional professional development (during the workday) on the use of the livestreaming equipment at least five working days prior to the start of any livestreaming.
- 5.08 The livestream shall not be recorded without the written permission of the unit member.

6.0 TRANSFERS AND REASSIGNMENTS

- A. **TRANSFER:** A transfer is the movement of a unit member from one work location to another work location at a different work site.
 - B. **REASSIGNMENTS:** Reassignment is movement of a unit member from one subject area to another or from one grade level to another at the same location.
- 6.01 A unit member's assigned grade level, course assignment, and/or site may be changed as needed to accommodate the hybrid model. Administrators shall make every effort to solicit volunteers for temporary reassignment and/or transfer.
 - 6.02 Should a temporary change of assignment (new elementary grade level or secondary course) or site occur based on the criteria below, the unit member shall submit a timecard to receive compensation as follows:
 - 6.02.1 TK-5: If a change of assignment and/or grade level occurs anytime during the 2020-2021 school year the district will provide up to 22 hours of monetary compensation at the non-instructional rate to prepare for the new assignment.
 - 6.02.2 6-8: If a change of course assignment occurs anytime during the 2020-2021 school year for the unit members who teach math and English, the district will provide up to 22 hours of monetary compensation at the non-instructional rate to prepare for the new assignment.
 - 6.02.3 6-12: If a change of course assignment occurs after January 4th of the 2020-2021 school

year, the district will provide up to 22 hours of monetary compensation at the non-instructional rate to prepare for the new assignment.

It is possible that a unit member may fall into (and be compensated for) more than one category (6.02.1-3 and 6.03).

- 6.03 Any unit member who must change school sites will be paid 7.25 hours of monetary compensation at the non-instructional rate to prepare their new classroom or site. The District shall provide boxes for District materials to facilitate the move. The District shall provide manpower and transportation to move District materials to the new site. Transfer of materials shall be coordinated with the unit member and completed by the end of the preparation period. Movement of personal items shall be the unit member's responsibility.
- 6.04 The district may restore unit members to their original site or original position or teaching assignment at the end of the 2020-2021 school year.

7.0 EVALUATION OF TRANSFERRED OR REASSIGNED UNIT MEMBERS

- 7.01 Permanent unit members that have been transferred to a new school site will have their evaluations finalized based on the observations completed prior to the transfer.
- 7.02 Permanent unit members that have been reassigned to a new grade or subject at their existing school site, shall have their evaluation process continue. The reassignment shall be taken into consideration when completing the evaluation process.
- 7.03 Probationary and temporary unit members that are transferred to a new school site prior to their second observation, will continue their evaluation cycle with their new evaluator. The existing evaluator will provide all observation and evaluation documentation to the new evaluator. The transfer shall be taken into consideration when completing the evaluation process.
- 7.04 Probationary and temporary unit members that are transferred to a new school site starting March 1, 2021, will have their evaluation cycle completed by their existing evaluator.

8.0 VIRTUAL TEACHING ASSIGNMENTS DURING THE HYBRID MODEL

- 8.01 The unit member's request for a virtual teaching assignment must be submitted via email to the BUSD Human Resources Department. The request should include: the reasons for the bargaining unit member's request, the virtual teaching assignment they are seeking and medical documentation of an underlying high-risk condition for themselves or someone they reside with. After receiving the medical documentation, the HR Department will hold an interactive process to determine the eligibility for the unit member to work virtually.
- 8.02 When the site administration is seeking volunteers or the District posts positions, priority for virtual teaching assignments shall be given in the following order:
 - 8.02.1 Individuals who are requesting to work virtually and have provided medical documentation of an underlying high-risk condition.
 - 8.02.2 Individuals who reside with someone with medical documentation of an underlying high-risk condition.
 - 8.02.3 The remaining positions will be filled to best meet the needs of the school site.

8.03 The following procedures shall apply to the assignment of full time virtual teaching assignments and will be filled based on criteria in 8.02:

8.03.1 Once all of the unit members from 8.02.1 and 8.02.2 have been assigned districtwide, and there is a need for more virtual teachers, the site administration shall ask for volunteers from their school site. If there are no volunteers, the District shall post and notify all unit members of the available virtual teaching assignment via district email. The posting will contain the grade level or subject area, location of the assignment, the credential requirements for the position, and a closing date which is at least 3 calendar days following the posting date.

8.03.2 The District shall make an effort to keep unit members at their current grade level to minimize disruption.

8.04 Unit members who are working virtually, will be required to follow the 'Virtual Learning MOU' from July, 2020.

9.0 LEAVES

9.01 When determining a unit member's potential COVID-19 exposure or exhibition of COVID-19 symptoms, protocols from the Health and Safety MOU will be followed.

9.02 If unit members are able to work virtually after COVID-19 exposure or after not being able to pass the self screening for their health, they shall continue to receive full compensation. They will need to inform their site administrator as soon as possible.

9.03 In the event that it is not medically possible for the unit member to continue teaching after COVID-19 exposure, the unit member may use accrued and available leave until it is determined by workers compensation whether the exposure was work related or not. Unit members will need to inform their site administrator as soon as possible and enter their absence in AESOP.

9.04 In the event that it is not medically possible for the unit member to continue teaching after not being able to pass self screening, the unit member may use all accrued and available leave until it is determined it was work related COVID-19 exposure. Unit members will need to inform their site administrator as soon as possible and enter their absence in AESOP.

9.05 The District shall comply with the provisions of Labor Code 230.8 and any other applicable statute and/or order which is in force at the time of the request in responding to requests by parent-employees pertaining to childcare matters.

9.06 In the event one or more District facilities must be closed, unit members will resume virtual learning until the facility (s) is cleared to reopen for in-person learning, unit members will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining agreement.

- 9.07 If the entire District operations are curtailed due to the COVID-19 epidemic, unit members will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining unit for the period of closure or curtailment so long as the District continues to receive funding from the State and/or Federal Government.
- 9.08 District will comply with Cal-OSHA Emergency Standards from November 30, 2020, and continue to provide pay and benefits for employees who are excluded from the workplace due to work related COVID-19 infection or due to work related quarantine for COVID-19 exposure. Work related exposure will extend to unit members who are in the same household with another unit member or BUSD employee who is exposed at work.
- 9.09 Unpaid leaves taken due to COVID shall not count against the one year maximum unpaid leave that is currently in the BUSD/BTA Agreement under Personal Leave.
- 9.10 Unit members shall have the right to use all accrued leave time as defined by BTA BUSD Collective Bargaining Agreement, or to take an unpaid leave if the member requests to do so.

10.0 SMALL GROUP IN-PERSON INSTRUCTION DURING VIRTUAL OR HYBRID LEARNING

The District and BTA agree to implement small group instruction including:

- 10.01 Targeted: Small group in-person instruction with specialized unit members who volunteer (i.e. Special Education, Intervention Specialists, Counselors) occurs for students in need of academic or social-emotional support during virtual or hybrid with no more than a total of 16 people (combined students and adults) in each group. The District, with input from teachers and administrators will identify the criteria for small group instruction and support. The District in collaboration with the site administrator will communicate with families about students who meet the criteria for small group instruction and support.
- 10.02 Students who are not successful as determined by District identified criteria with virtual learning or who are truant/not attending virtual classes, may be brought in for small group support, to reengage with their regularly scheduled classes, via Zoom or designated class resources, under the supervision of non-teaching school personnel who volunteer. The District, with input from teachers and administrators will identify the criteria for small group instruction and support. The District in collaboration with the site administrator will communicate with families about students who meet the criteria for small group instruction and support.
- 10.03 Choice: Teachers may choose to weave small group instruction and/or support throughout their days and week (i.e. academic support, labs, projects, check-ins.) (during 100% virtual only, Monday-Thursday)
- 10.04 Staff may volunteer to use Fridays to support small group activities such as: reading/math intervention, counseling groups, labs, projects, check-ins, etc. (during both virtual or hybrid).

11.0 COMMUNICATION AND GRADING

- 11.01 To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 11.02 Unit members shall make themselves available by district email on regularly-scheduled work days and work hours for all district communication and to answer questions for students or families regarding student learning.
- 11.03 Unit members will respond to work-related emails and other communications as soon as possible and within 48 hours of receipt, excluding non-work days, to the greatest extent possible.
- 11.04 The Board Policy and Administrative Regulation 5121, prior to the amended policy on May 28, 2020 will be used for grading. The elementary report card will reflect the identified essential standards. The District will communicate those expectations to the community as well. This agreement does not usurp the contractual rights nor provisions in Ed Code to administer grades as deemed appropriate by the bargaining unit members.

12.0 FAILED SUBSTITUTE COVERAGE

- 12.01 In the event a class is without a teacher or a substitute teacher during in-person learning, the school site administrator will seek volunteers from the bargaining unit not primarily assigned to teach a class to provide in-person instruction to the class. At the elementary level, site administrators may ask the elementary prep teachers or intervention teachers to cover the class.
- 12.02 In the event a teacher must be quarantined or is or is unable to teach in-person due to a medical reason but is allowed by the doctor to work virtually, they may resume virtual instruction.

13.0 GRIEVANCE

Parties agree to work collaboratively to problem solve at the lowest level. If parties are unable to resolve issues, then any provisions of this MOU are subject to the negotiated grievance procedure as outlined in the Collective Bargaining Agreement (CBA).

14.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

Due to the evolving nature of the pandemic, the District and/or Association reserve the right to negotiate safety and/or any additional impacts and effects related to the COVID-19 pandemic and/or additional school closures in the 2020-2021 school year.

15.0 DURATION

- 15.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 15.02 This MOU shall expire in full without precedent on June 4, 2021 unless extended by mutual written agreement of the Parties.

BUSD - Tiered Model Discipline

*Students will comply with rules and regulations. When problem behaviors occur, they will be solved at the least restrictive level possible.
However, these consequences may not be sequential depending on the severity of negative behavior (minor vs. major offense).*

Violation	Tier One: Classroom Level Response First Offense	Tier Two: Second Offense	Tier Three: Administrator Level Response Third Offense
<p>Minor Technology Violations:</p> <ul style="list-style-type: none"> -Sharing email & log-in credentials -Students must use their “.beniciaunified.org” email account to log into a Zoom/Google Meet virtual check-in session. -Not using their full first and last name on your Zoom/Google Meet. -Joining an online meeting that isn’t yours -Using someone else’s name -Not wearing a shirt/pants -Making faces on video -Disrupting virtual environment -Being Prepared & Participating -Participation (fully engaged) -Obscene language in chat box -Obscene physical gestures -Obscene pictures on camera -Bullying (teasing or taunting in chat box) <p>Classroom Model</p>	<p>Possible Consequences</p> <ul style="list-style-type: none"> ● Conference with student ● Move student to break-out room as a time out ● Review acceptable use policy with student ● Notify parents (email) ● Re-teach zoom/google meet expectations ● Teacher warning ● Teacher can shut video off when behavior warrants such consequence 	<p>Possible Consequences</p> <ul style="list-style-type: none"> ● Conference with parent ● Remove student from virtual session, provide asynchronous work for one-three days ● Develop expectation agreement with parent, student and teacher (according to classroom expectations) ● Review possible consequences if behavior continues 	<p>Possible Consequences</p> <ul style="list-style-type: none"> ● Conference with parent ● Loss of technology privileges for 5-10 days ● Assigned Asynchronous instruction ● Complete reflection sheet before starting zoom instruction ● Develop expectation agreement with parent, student and teacher (according to classroom expectations)

Continue teacher
management

Write MAJOR referral
and submit to admin

<p>Major Technology Violations: ANY MINOR VIOLATION MAY BE CONSIDERED MAJOR IF IT CONTINUES.</p> <p>-Sharing zoom link to outside individuals (unfamiliar people, non-students, students not supposed to be in zoom at the time)</p> <p>-Not fully clothed</p> <p>-Bullying (repeated teasing or taunting in chat box)</p> <p>-Not wearing a shirt/pants (after first warning)</p> <p>-Surfing to inappropriate website</p> <p>-Disrupting virtual environment (after first warning)</p>	<p>Possible Consequences</p> <ul style="list-style-type: none"> • Conference with Parent and student • Remove student from online session • Notify administration and move to Tier Two or Three (depending on situation) • Complete Think Sheet before returning to zoom 	<p>Possible Consequences</p> <ul style="list-style-type: none"> • Conference with parent • Review acceptable use policy • Remove student from virtual session, provide asynchronous work for 5-10 days • Student to complete reflection sheet before returning to synchronous instruction 	<p>Possible Consequences</p> <ul style="list-style-type: none"> • Notify parent • Hold parent meeting • Review acceptable use policy • Remove student from virtual session, provide asynchronous work for up to one quarter • Suspension may be appropriate depending on age of student and severity of incident
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ADDITIONAL EXAMPLES OF DISTANCE LEARNING BEHAVIORS ([Distance Learning Behaviors Definitions](#))

Continue teacher management

Write MAJOR referral and submit to admin

Discipline Grid: COVID Grid Additions**High School**

The administration reserves the right to use discretion as needed at any time. Continued violation of school rules, Board Policy, and California Education Codes for discipline may result in a referral to the Student Attendance Review Board.

Violation	Description of Violation	Discipline - 1st Offense	Discipline - 2nd Offense	Discipline - 3rd Offense
Defiance of COVID Safety Guidelines (EC48900 k)	Student fails to comply with district/school guidelines related to COVID hygiene, safety, and distancing, such as, but not limited to, failure to properly wear a face mask, failure to social distance, failure to follow directional signs, etc.	Teacher/staff warning with referral. Administrator conference with parent and student; review safety guidelines and expectations.	Teacher/staff referral; class suspension. Administrator conference with parent and student. Student reassigned to virtual learning for one week.	Teacher/staff referral; class suspension. Administrator conference with parent and student. Student reassigned to virtual learning for the remainder of the school year.
Willful Violation of COVID Safety Guidelines; Attempting to Cause Harm (EC48900 a.1)	Creating a reasonable apprehension of immediate physical injury or medical harm to someone. Caused, attempted to cause, or threatened to cause physical injury to another person through willful violation of COVID safety guidelines, regardless of level of injury or end result. Example: coughing or spitting on another student.	When a student's behavior seriously jeopardizes the health and wellbeing of others as it relates to COVID-19, that student will be reassigned to virtual learning (from home) for the remainder of the school year. *Should the District open to full time in-person learning during the 2020-2021 school year, the student may receive additional consequences up to and including suspension (3-5 days) and/or expulsion.		

This table would be added to current discipline grids

To see current BHS Discipline Grid: <https://bhs.beniciaunified.org/our-school/discipline-grid/>

Middle School

The administration reserves the right to use discretion as needed at any time. Continued violation of school rules, Board Policy, and California Education Codes for discipline may result in a referral to the Student Attendance Review Board.

Violation	Description of Violation	Discipline - 1st Offense	Discipline - 2nd Offense	Discipline - 3rd Offense
Defiance of COVID Safety Guidelines (EC48900 k)	Student fails to comply with district/school guidelines related to COVID hygiene, safety, and distancing, such as, but not limited to, failure to properly wear a face mask, failure to social distance, failure to follow directional signs, etc.	Teacher warning with referral; Administrator conference with parent Teacher/staff warning with referral. Administrator conference with parent and student; review safety guidelines and expectations.	Class suspension with learning module; Administrator Teacher/staff referral; class suspension. Administrator conference with parent and student. Student reassigned to virtual learning for one week	Class suspension, Administrator conference with parent and student to discuss potential change in placement to virtual learning; Referral to Student Services Office
Willful Violation of COVID Safety Guidelines; Attempting to Cause Harm (EC48900 a.1)	Creating a reasonable apprehension of immediate physical injury or medical harm to someone. Caused, attempted to cause, or threatened to cause physical injury to another person through willful violation of COVID safety guidelines, regardless of level of injury or end result. Example: coughing or spitting on another student.	When a student's behavior seriously jeopardizes the health and wellbeing of others as it relates to COVID-19, that student will be reassigned to virtual learning (from home) for the remainder of the school year. *Should the District open to full time in-person learning during the 2020-2021 school year, the student may receive additional consequences up to and including suspension (3-5 days) and/or expulsion.		

Added info about masks to current dress code.

Current [BMS Discipline Grid](#) and PBIS Expectations

Elementary

The administration reserves the right to use discretion as needed at any time. Continued violation of school rules, Board Policy, and California Education Codes for discipline may result in a referral to the Student Attendance Review Board.

Violation	Description of Violation	Discipline - 1st Offense	Discipline - 2nd Offense	Discipline - 3rd Offense
Defiance of COVID Safety Guidelines (EC48900 k)	Student fails to comply with district/school guidelines related to COVID hygiene, safety, and distancing, such as, but not limited to, failure to properly wear a face mask, failure to social distance, failure to follow directional signs, etc.	Teacher warning with referral; Administrator conference with parent and student	Class suspension with reteaching learning module; Administrator conference with parent and student	Class suspension, Administrator conference with parent and student to discuss potential change in placement to virtual learning; Referral to Student Services Office
Willful Violation of COVID Safety Guidelines; Attempting to Cause Harm (EC48900 a.1)	Creating a reasonable apprehension of immediate physical injury or medical harm to someone. Caused, attempted to cause, or threatened to cause physical injury to another person through willful violation of COVID safety guidelines, regardless of level of injury or end result. Example: coughing or spitting on another student.	Conflict resolution Parent contact by Administrator to review behavior, expectation and possible consequences Warning and re-teaching of guidelines	When a student's behavior seriously jeopardizes the health and wellbeing of others as it relates to COVID-19, that student will be reassigned to virtual learning (from home) for the remainder of the school year. *Should the District open to full time in-person learning during the 2020-2021 school year, the student may receive additional consequences up to and including suspension (3-5 days) and/or expulsion.	