

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

### Subject: Hybrid Learning, 2020-2021 Middle 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: Middle 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.

## 2. WORK LOCATION:

2.a. In-Person Instruction: From April 12, 2021 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) for an individual TSA, Special Education teacher, or counselor, the principal may approve that this individual deliver all 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 24 and 31 will consist of only the Advisory class at 9:15, but small group supports will be cancelled.
- On Monday, March 29th, the morning Advisory class will be cancelled.

- Thursday, April 1 and Friday April 2 will also consist of only the Advisory class at 9:15, and regular Zoom classes will be replaced with independent assignments. Distance Learning only teachers are not required to come to campus on Thursday and Friday but are required to participate in all staff meetings and training on those days. If there is help getting ready for in-person that Distance Learning only teachers can assist with on those days from home, administrators can expect those teachers to work their duty day.

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 middle school. Key elements of the duty day include:

- Live, synchronous class instruction
- In-Person Instruction
- Arrival and Dismissal Support
- Lunch, Passing, & Transition Supervision
- Light cleaning in the classroom
- Equity-based parent communication
- Preparation time

4.a.1. Grades 6-8, Minutes Per Day (Mondays, Tuesday, Thursdays, and Fridays)

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

- The duty day for middle school teachers will commence at 8:15 and end at 3:25.
- Teachers will receive preparation times as follows:
  - Monday, Tuesday, Wednesday, Thursday, and Friday: 45 minutes prior to the student day
  - 50 minutes during normal prep period twice a week
  - Wednesday: 225 minutes
- Advisory - 30 minutes live interaction on Wednesday
- For students who do not participate in In-Person Instruction, teachers will provide asynchronous work for students as follows: 30 minutes per class/day in grades 6-8

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

The parties will periodically review the schedule for middle 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 Asynchronous Work (for students not in-person)	Preparation Time	Arrival and Dismissal Support	Light Classroom Cleaning	Total Duty Day (Max 400)
Grades 6-8	240	150	120	30 per class	45-105	30	10	400

4.a.2. Grades, 6-8, Minutes Per Day (Wednesdays)

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

- Advisory (30 minutes)
- Collaboration
- Preparation
- Faculty meetings
- Professional development

Wednesdays are described in more detail in the schedules for Grades 6-8 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.

	Middle School SCHEDULE: Hybrid Learning Model				
	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Period 0			Period 0
8:15					
8:30					
8:45					
9:00	Period 1	Period 2	Advisory	Period 1	Period 2
9:15					
9:30					
9:45	Passing 9:50-10:00			Passing 9:50-10:00	
10:00	Period 3	Period 4		Period 3	Period 4
10:15					
10:30					

10:45	Passing 10:50-11:00			Passing 10:50-11:00	
11:00	Period 5	Period 6		Period 5	Period 6
11:15					
11:30					
11:45	ends at 11:50			ends at 11:50	
12:00			Duty Free Lunch		
12:15					
12:30					
12:45	Stable Group Support			Stable Group Support	
1:00	In-Person	In-Person		In-Person	In-Person
1:15	Stable Groups	Stable Groups		Stable Groups	Stable Groups
1:30	<b>A</b>	<b>A</b>		<b>B</b>	<b>B</b>
1:45	SEL	SEL		SEL	SEL
2:00	Academics	Academics	Faculty	Academics	Academics
2:15	Enrichment	Enrichment	&	Enrichment	Enrichment
2:30			Dept		
2:45			Meetings		
3:00	Stable Group Support			Stable Group Support	
3:15	Light Cleaning	Light Cleaning		Light Cleaning	Light Cleaning

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, and may make a different decision for any reason.

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.

Wednesday Virtual Small Group Support: If teachers work with students from their classes, teachers will receive teacher hourly pay for Distance Learning Small Groups held in place of Prep Time.

4.d. In-Person Instruction: From 1:00 pm to 3:00 pm, teachers will offer in-person instruction to students in either Group A or Group B. During this period, students in either A or B group will participate in one in-person stable group per day. Teachers will be responsible to prep one hour long lesson per week. If teachers are needed and volunteer to prep more than one hour per week they will receive curriculum development rate pay for each hour of lesson planned.

4.e. Arrival and Dismissal Support: From 12:45 - 1:00, when students are arriving to school, and from 3:00 - 3:15, teachers will provide support to the principal and other school personnel to ensure an orderly and safe transition for students. Arrival and Dismissal Support may consist of supervising the teacher's own Group A or Group B students; escorting student to and from a designated pick-up or drop-off area; supporting social distancing between students and between cohorts; and ensuring compliance about other health protocols, such as the use of face coverings and hand sanitizing.

4.f. Voluntary Frontline Daily Health Screening: From 12:30 - 1:00, unit members can support other school personnel to review the results of the Frontline Daily Health Screener. The purpose of this screener is to ensure that students do not come to school with symptoms of COVID-19. These staff members will receive a stipend of \$100 per week (\$20 per day) for this work.

4.g. 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 or in person teaching twice a week for 45 minutes each.

4.h. A and B Groups: Teachers will work with their school administrator(s) to propose A and B groups for hybrid 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.

4.i. Advisory: Advisory is established as a routine method for working with individual students on executive functioning skills, and social emotional learning. BUSD administrators will collaborate with volunteer Middle School Counselors and Teachers to build the weekly advisory lessons.

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

4.k. 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.l. 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 duty day is dedicated to light classroom cleaning 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.m. After-School Program: During this period of this agreement, middle schools will offer in-person afterschool programming. In the event that a classroom is used both during the In-Person Instruction period (1:00 - 3:00 pm) and the after-school program, the classroom will be disinfected by school custodial staff.

4.n. 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.o. "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 1:00 - 3:00 pm, these "Distance Learning Only" teachers will be responsible for conducting additional 5.5 hours of distance learning support for students who are at home. This can be afternoon support for DL students, lesson planning support, distanced RTI, extension of 0 or Extended Learning period to more days or other tasks. If part time, the part-time language below applies but counts Wednesday small groups as part of the time.

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

FTE	Additional Hours from current schedule
0.2	1.6 hours a week
0.4	3.2 hours a week

0.6	4.8 hours a week
0.8	6.4 hours a week

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 Wednesday DL small groups, afternoon support for DL students, lesson planning support, in-person RTI, an afternoon cohort, extension of 0 or Extended Learning period to more days a week 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 develop a daily schedule that maximizes the provision of services to students described in the Individual Education Plan, and will document these services in the Learning Emergency Plan (LEP).

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.

## 6. AGREEMENTS:

- a. The parties agree that maximizing in-person learning time is in the best interest of students, and will continue active discussions about how to accomplish this goal during the 2020-2021 school year. BUSD and BFT will meet on April 19, 2021 to discuss efforts to increase in-person learning time while maintaining high quality distance learning for students who need it; and no later than May 3, 2021, adjustments to this schedule that increase in-person learning time may be made.
- b. 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.
- c. The Parties agree to continue negotiations over items within the scope of bargaining regarding school closures and reopening.
- d. The parties agree to review this agreement and continue discussion about any of its

elements in the interest of improving students' educational experience.

- e. 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.
- f. 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