

**Memorandum of Understanding Between  
Berkeley Unified School District (BUSD) and  
the Berkeley Council of Classified Employees (BCCE)  
Return to In-Person Instruction for the 2021-2022 School Year**

1. **Public Health Authorities.** The Parties will follow health and safety requirements established by the California Department of Public Health (“CDPH”), with the final authority provided by the City of Berkeley Department of Public Health and Alameda County Office of Education for safely providing students with access to full in-person instruction. As requirements and guidelines are updated by public health officials, the District and BCCE will meet and confer as needed.
  - a. Per the [State Public Health Officer Order of August 11, 2021](#), the District is required to verify all employees and unpaid workers in the school setting have been vaccinated. All who are not vaccinated must test weekly through the District.
  
2. **Masks.**
  - a. KN95 or N95 masks will be provided to unit members upon request provided they can be obtained by the District following all purchasing guidelines.
  - b. The District shall require all visitors to use a mask while on campus. Masking guidelines may be updated by public health officials, as needed the District and Union will meet and confer.
  - c. Masks are required to be used indoors and outdoors during school hours, activities, and events when students are present, except when eating or drinking. Masking guidelines may be updated by public health officials, as needed the District and Union will meet and confer.
  - d. In accordance with CDPH requirements, alternative protective strategies will be adopted to accommodate students who cannot use a mask for reasons related to their identified disability or accommodation.
  
3. **Physical Distancing.**
  - a. Physical distancing is still a risk mitigation strategy described in current CDC guidelines. The District will advise that students are distanced during meals.
  - b. Physical distancing on seats on buses, including the row behind the driver, will be maximized whenever possible and consistent with providing students with access to full in-person instruction.
  
4. **Isolation Spaces.** Healthy students will not be placed in isolation spaces with students who feel ill or exhibit COVID-19 symptoms.
  
5. **Quarantine.** Upon exhaustion of any available COVID-related state or federal emergency leave, any unit member required by the District or a local or state health order to quarantine due to workplace exposure will be paid without having to utilize contractual or statutory leave time.
  
6. **COVID-19 Testing.** Free COVID-19 screening testing will be offered at designated sites for students and unit members, regardless of vaccination status, at least once every two weeks, or more frequently if required by CDPH or the Governing Board, beginning September 7, 2021.

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Testing frequency may be amended based on current safety conditions and new guidance, including consultation with BCCE. The District commits to providing employees and students information about testing opportunities.

If tested outside of the District provider, members will report their positive COVID test or negative result, if on quarantine due to exposure, to the District as soon as possible. If results come in on a weekend or holiday or other scheduled non-work day, members will report to their supervisor by an hour prior to the start of their next duty day.

**7. AQI Response.**

- a. When the Air Quality Index (AQI) for Berkeley is 151 to 200, the District will follow the recommendations of the Alameda County Office of Education (ACOE) and Cal OSHA. The District will generally follow additional recommendations made by the ACOE regarding AQI events.
- b. The District and BCCE will confer on additional health and safety concerns when AQI is 201 or higher.

**8. Notification.**

- a. The District shall adhere to City of Berkeley Public Health requirements and Cal OSHA requirements for handling a positive case, and take immediate action to address the school or work site conditions.
- b. Following the requirements of Cal OSHA, upon notification that an employee or student has been infected with COVID-19, the District shall comply with communication requirements, in conjunction with local health department officials. The District shall inform all bargaining unit members who may have been in close contact with the individual during the infectious period of their potential exposure in writing within one (1) workday of the district receiving notice of a positive case. This notice shall also include a description of the COVID-19 related benefits available to unit members and the District's disinfection plan that will be implemented. A community notice shall be provided to BCCE of any positive cases on campus during their infectious period within one (1) workday. If the Cal OSHA requirements change the District and BCCE will meet and confer.
- c. The District shall maintain a Public Dashboard that reports all instances of positive cases on campus during the infectious period at all schools and worksites.

**9. Additional Health & Safety Measures.**

- a. **PPE.** The District shall supply staff and students with appropriate PPE upon request.
- b. **Ventilation.** The parties acknowledge the District's installation of MERV-13 air filters in BUSD classrooms and working spaces, in accordance with the parties' Phase 1 and Phase 2 MOU's, has contributed to a collaborative effort to set the highest safety standards for public schools in the nation.

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- i. All air filters in working spaces shall be inspected based on the filter recommendations and replaced as needed.
  - ii. The District and BCCE will meet and confer about options and guidance for facilities with special circumstances.
- c. **Staff Meetings.**
- i. Masks Required
  - ii. Maximize Physical Distance
  - iii. If physical distance cannot be achieved due to the size of the staff in the available school spaces, meetings can be held outdoors, virtually, or in smaller groupings.
10. **Vaccination.** Unit members who become ill or suffer an adverse reaction due to a COVID-19 vaccine will be provided with up to three (3) days of paid leave that does not use the employee's accrued leave.
11. This Agreement is non-precedent setting.
12. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this Agreement with mutual consent.
13. Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement will be subject to the grievance procedure in the BCCE collective bargaining agreement.
14. This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, or on the dates where the extended school year ends unless extended by mutual written agreement.

For BCCE:

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Frank Hernandez, President

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Date

For BUSD:

*Samantha Tobias-Espinosa*  
Samantha Tobias-Espinosa, Assistant  
Superintendent

9/8/2021  
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Date