

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BURBANK UNIFIED SCHOOL DISTRICT  
AND BURBANK TEACHERS ASSOCIATION  
REGARDING THE OPENING OF SCHOOLS IN A HYBRID MODEL: PHASE 3  
FOR THE REMAINDER OF THE 2020-2021 SCHOOL YEAR**

**April 6, 2021**

**The Burbank Unified School District (District) and the Burbank 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 and the re-opening of schools during the 2020-2021 school year.**

**As of the date of this MOU, the Parties recognize that the COVID-19 pandemic has already necessitated significant changes in the instructional model for BUSD as distance learning has been the sole model for delivering content to the majority of students. The Parties also acknowledge that to open in a hybrid model will require significant modifications to the operation of schools to minimize health risks associated with COVID-19 infection and to be in compliance with local health guidelines. The Parties acknowledge that these health guidelines are fluid and understand the need to adapt as requirements become more strict or lenient.**

**The provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (CBA) and the December 4, 2020 Phase 2 MOU between the Parties that are in conflict for the duration of the MOU, or until modified by mutual agreement of the Parties. This MOU shall be subject to Article 6: Grievance Procedures.**

**The Parties recognize the MOU signed on July 24, 2020 as it pertains to Distance Learning. In Sec. 14.3 of the referenced MOU, it states: "The Parties agree to meet and negotiate a Phase 2 MOU in order to address transitioning to a hybrid model or to return to traditional instruction. Distance learning shall remain in effect until the Los Angeles County Department of Public Health, the Los Angeles County Office of Education, or a higher governing board recommends re-opening based on current health standards and local data." As of the date of this MOU, the county, county health, and the state government has determined that it is safe for BUSD to re-open in a hybrid model due to the improvement in COVID-19 infection and positivity rates that preceded this agreement in Los Angeles County and the District has already started the process of vaccinations for all employees who wish to receive a vaccine.**

**Effective April 12, 2021, the Parties agree that a structured hybrid model will begin for all schools.**

## **1. General Provisions**

- 1.1 On April 7 and April 8, 2021 there will be no live virtual instruction provided by teachers. Instructional minutes for those days will be entirely asynchronous to allow for teachers to set up their classrooms and prep for students to return on campus. Sites will be allowed to hold an all-staff virtual meeting on one of those days not to exceed a duration of one and a half hours. Part of the staff meeting will be to train teachers on COVID related procedures including ingress, egress, daily screening, restroom breaks, hallway traffic, positive case shutdown procedures, and other related procedures. Also, administration will explain the procedure, schedule, and frequency of the cleaning of classrooms and restrooms. At or before this meeting, site administration will provide in writing all safety procedures to members.**
  
- 1.2 Families must choose Distance Learning or Hybrid Learning for the remainder of the school year. Once the choice is made, students may only switch models one time. Exceptions to return to Distance Learning from Hybrid may be made for medical or family reasons.**
  - 1.2.1 Attendance for student who choose Hybrid Learning shall be mandatory. The District will follow standard attendance procedures for both DL students and students who opt for in-person learning. Once on campus, students shall attend all classes for that day. These students shall follow their schedule as they would during traditional, on-campus instruction. Students who choose Hybrid Learning shall be subject to normal progressive intervention in order to enforce mandatory attendance.**
  
  - 1.2.2 Hybrid classes shall have rosters.**
  
- 1.3 Teachers may elect to work remotely or at their site for the Distance Learning portion of the school day.**
  
- 1.4 Sites will minimize non-employee and non-student entry to school buildings during school hours. Entry into schools by non-employees and non-students after school hours shall not be allowed until 3:15.**
  
- 1.5 Parent meetings will remain virtual except where required by law.**
  
- 1.6 The Parties agree to negotiate all relevant decisions and effects of any changes to attendance and/or participation recording requirements and/or procedures before they are implemented.**

**As not all students are allowed back into the classroom at the same time, the Parties agree to the following with regard to schedules for each program.**

**2. Elementary Programs:**

- 2.1 For all elementary programs, the instructional minutes are to be completed with both synchronous and asynchronous minutes.**
- 2.2 For all elementary grade levels, there will be an option for students to attend in-person or to remain in distance learning.**
- 2.3 For students who elect to return, in-person school will be broken up into two cohorts. These groups will be known as Group A and Group B. Sites may have some flexibility, with teacher consent, if the number of students who wish to return does not warrant two cohorts in a class.**
- 2.4 To minimize the impact to teacher rosters and student schedules, all students in grades TK - 5 will attend live virtual instruction with their teacher in the morning. Students who elect to return to campus will be provided with live in-person instructional and other student supports in the afternoon.**
- 2.5 For siblings who both attend elementary school, reasonable attempts will be made to schedule the household for the same afternoon block to align schedules more closely.**
- 2.6 Fridays will continue to be an all-asynchronous day for students with office hours for teachers. Teachers may elect to hold in-person groups on these Fridays.**
- 2.7 The elementary schedule shall use two cohorts: Group A and Group B. Each cohort shall be assigned to on-campus support two days per week.**

**Suggested Elementary Schedules:**

**Group A: Mon./Tues  
Group B: Wed/Thurs**

**Sites may implement changes to the following suggested sample schedule as long as they meet instructional minute requirements. Effort should be made to try to maintain the same schedules within grade levels. Consideration should be given to CLC clusters. The below schedules are SUGGESTED SAMPLE SCHEDULES.**

**TK-K: 80 minutes live online instruction, same as now (180-minute day) with 100 minutes of asynchronous assignments. Distance Learning Students will be assigned 100 asynchronous minutes. A majority of asynchronous minutes for in-person students will be completed on campus with their teacher.**

8:30 – 9:10	Live online instruction
9:10 – 9:30	Break
9:30 – 10:10	Live online instruction

10:10 – 11:00	DL student support period, could include, but is not limited to, feedback and special services, small groups, access and ELD. While the teacher is not required to be in an office hour, this period is meant for direct student support. This period can be split into up to two blocks.
11:00 – 12:00	Lunch and Ingress Support: Ingress support is being available students to enter. This may be up to 15 minutes as needed by site at the end of lunch.
12:00 – 1:30	In person instructional support and other student supports
1:30 – 1:45	Egress support – may include, but is not limited to, walking students to gate or supervision of assigned areas
1:45 – 3:00	Teachers are available by email and may provide additional support when appropriate.

Grades 1-2: 120 minutes live online instruction with 110 minutes of asynchronous assignments. Distance Learning Students will be assigned 110 asynchronous minutes. A majority of asynchronous minutes for in-person students will be completed on campus with their teacher.

8:30 – 9:30	Live online instruction
9:30 – 10:00	Break
10:00 – 11:00	Live online instruction
11:00 – 11:45	DL student support period, could include, but is not limited to, feedback and special services, small groups, access and ELD. While the teacher is not required to be in an office hour, this period is meant for direct student support. This period can be split into up to two blocks.
11:45-12:45	Lunch and Ingress Support: Ingress support is being available for students to enter. This may be up to 15 minutes as needed by site at the end of lunch.
12:45 – 2:30	In person instructional support and other student supports
2:30 – 2:45	Egress support – may include, but is not limited to, walking students to gate or supervision of assigned areas
2:45 – 3:00	Teacher work time

Grades 3-5: 120 minutes live instruction. (230-to-240-minute day) with 110 minutes of asynchronous assignments for both in person and distance students for grade 3 and 120 minutes of asynchronous assignments for both in person and distance students for grade 4 – 5. A majority of asynchronous minutes for in-person students will be completed on campus with their teacher.

8:30 – 9:30	Live online instruction
9:30 – 10:00	Break
10:00 – 11:00	Live online instruction
11:00 – 11:45	DL student support period, could include, but is not limited to, feedback and special services, access and ELD. While the teacher is not required to be in an office hour the whole block, this period is meant for direct student support. This period can be split into up to two blocks.

11:45-12:45	Lunch and Ingress Support: Ingress support is being available for students to enter. This may be up to 15 minutes as needed by site at the end of lunch.
12:45 – 2:45	In person instructional support and other student supports
2:45 – 3:00	Egress support – may include, but is not limited to, walking students to gate or supervision of assigned areas

### **3. Secondary:**

- 3.1 For all secondary programs, the instructional minutes are to be completed with both synchronous and asynchronous minutes.**
- 3.2 For all secondary grade levels, there will be an option for students to attend in-person or to remain in distance learning.**
- 3.3 For students who elect to return in person school will be broken up into two cohorts. These groups will be known as Group A and Group B.**
- 3.4 To minimize the impact to teacher rosters and student schedules, all secondary students will attend live virtual instruction with their teacher in the morning. Students who elect to return to campus will be provided with live in-person instructional support and other student supports in the afternoon on a rotating schedule. In most cases, secondary students will attend school in-person twice a week.**
- 3.5 Fridays will continue to be an all-asynchronous day for students with office hours for teachers. Teachers may elect to hold in-person groups on these Fridays.**
- 3.6 Comprehensive secondary schools will continue to utilize a rotating 3-period day schedule Monday – Thursday.**

### **Middle School Schedule:**

**Zero period will be online; however, sites may create opportunities to work with those periods in person. Zero period in-person opportunities will be provided one of two ways. Teachers may either offer 80 minute in-person blocks on Friday or two 40-minute blocks after school and get paid the hourly intervention rate.**

**7<sup>th</sup> and 8<sup>th</sup> periods will be online; however, sites may create opportunities to work with those periods in person.**

	<b>A Monday</b>	<b>A Tuesday</b>	<b>B Wednesday</b>	<b>B Thursday</b>
7:15 – 7:50	Period 0 online	Period 0 online	Period 0 online	Period 0 online
8:00 – 9:10	Period 1 online	Period 4 online	Period 1 online	Period 4 online
9:20 – 10:30	Period 2 online	Period 5 online	Period 2 online	Period 5 online
10:40 – 11:50	Period 3 online	Period 6 online	Period 3 online	Period 6 online

11:50 – 12:50	Lunch and Ingress Support: Ingress support is being available in classrooms for students to enter. This may be up to 15 minutes as needed by site at the end of lunch.			
12:50 – 1:30	Period 1A in-person	Period 4A in-person	Period 1B in-person	Period 4B in-person
1:35 – 2:15	Period 2A in-person	Period 5A in-person	Period 2B in-person	Period 5B in-person
2:20 – 3:00	Period 3A in-person	Period 6A in-person	Period 3B in-person	Period 6B in-person

**High School Schedule: The Parties did not reach agreement on the high school schedule.**

**Alternative sites (SEED, Mag Park, FACTS, Community Day School, and Monterey)**

Given the uniqueness of each school site and the small numbers of students and staff, each school will have the flexibility to create a schedule that works for their staffs and students. The schedules need to be approved by the director or assistant superintendent over that program prior to April 5<sup>th</sup>. All schedules must provide an in-person and distance learning option.

#### **4. Counselors**

**4.1 Parent meetings shall remain virtual.**

**4.2 Upon request, The District will provide plexiglass dividers for counselors to use when meeting with students on campus. If no dividers are available at the time of the request, the District shall purchase them as soon as possible.**

**4.3 The District will provide counselors with a list of all PPE that is available for their use, either immediately or upon order. Counselors shall be provided with such requested PPE.**

**4.4 Due to concerns about office space, ventilation and confidentiality, sites administration shall provide appropriate alternative space for use in lieu of the counselors' regular offices upon request.**

#### **5. ILA**

**In order to address social distancing concerns, ILA teachers will remain in Distance Learning for the remainder of the school year but will return to campus with a rotating schedule determined by the ILA teachers to provide daily coverage (Monday to Thursday).**

#### **6. Health and Safety:**

- 6.1 The Parties recognize that health and safety is a joint responsibility. All bargaining unit members shall be responsible for following state, county, and local public health guidelines. Unit members shall be required to wear a face mask/covering; those who cannot wear a mask because of a documented health issue shall be required to wear an appropriate or prescribed face covering.**
- 6.2 District sites will have available face masks, hand sanitizer and cleaning supplies in rooms and offices.**
- 6.3. Bargaining unit members will wipe down student areas in between cohorts if they occur on the same day. Supplies will be provided by the District.**
- 6.4 All students and staff will follow the District protocols for entering campus, including a temperature check using a touchless thermometer and verbal or written (paper or electronic) health screening. All students will follow the District protocols for exiting campus and moving during passing periods.**
- 6.5 District and site administration will inform members and staff how safety procedures are being communicated to returning families, including procedures for the removal of students from in person instruction who do not comply with safety measures.**
- 6.6. Classes will be capped according to the most current public health guidelines. Larger classes like band, choir, and PE may have to meet outside if classes are too large for indoor classes and may meet after 3:00 pm.**
- 6.7 Locker Rooms will not be used during the remainder of the school year.**
- 6.8 The District will continue to upgrade the HVAC filters to MERV-13 filters as they are able to and will prioritize classrooms that are being utilized. The District will provide BTA with a list of sites that have completed HVAC filter upgrade and periodically update the list as sites complete the filter upgrade. The District will also maintain an updated list that documents when filters are changed.**
- 6.9 The District will continue to support the vaccination of all bargaining unit members.**
- 6.10 The District will comply with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) and engage in the interactive process with members who require accommodation due to work restrictions that relate to COVID-19.**
- 6.11 If a student in a member's class tests positive for COVID-19, the District will partner with a clinic to administer a COVID-19 test to the member upon request.**
- 6.12 The District will follow LACDPH protocols for cases on campus and in cohorts.**

- 6.13 Site administration shall notify members of the process for how the District will deal with students who are sick or exhibit symptoms of COVID-19 while on campus.**
- 6.14 Site administration shall notify members of the process for how the District will deal with students who are not picked up from school in a timely manner after dismissal.**
- 6.15 When possible, students may bring their own devices and supplies to on-campus support. Chrome Books and supplies shall not be shared between students without following cleaning protocols. The parties recognize both the availability of additional state and federal funding due to the COVID-19 pandemic and the logistical challenges inherent in providing additional chrome books before students' return for Hybrid Learning. The District shall provide Chrome Books, if available, and supplies for students who do not have their own.**
- 6.16 The District will inform parents about the importance of traveling safely prior to the return to campus.**
- 6.17 The Parties agree to negotiate the effects of any changes to LACDPH guidelines that were in place on the date of this MOU, currently Orange Tier.**
- 6.18 Upon request, the District will provide plexiglass dividers for member use when students are present in their classrooms. If no dividers are available at the time of the request, the District shall purchase them as soon as possible.**
- 6.19 Hand sanitizers shall be placed at each entry way, exit, in all offices, breakrooms, work rooms, classrooms, ATB rooms, and indoor common areas.**
- 6.20 Site administration shall ensure that classrooms are cleaned and disinfected at the end of each day.**
- 6.21 Site administration shall ensure that outside spaces, including play structures (when allowed by LACDPH), are available for meetings and class use. The administrator(s) shall be responsible for implementing a system for equitable access to outdoor spaces.**
- 6.22 Site administration shall share the school site safety plan with members and notify them upon any changes to the plan.**
- 6.23 Upon request, the District will order personal storage boxes (bins) for individual student use students who participate in on-campus activities to avoid risk of infection.**



- 6.24 Site administration shall design a plan to keep students from congregating in groups in order to remain socially distanced at all times while on campus.**
- 6.25 Site administration shall design a plan to ensure that sick students and students that exhibit symptoms of COVID-19 are separated from student populations and members before being sent home.**
- 6.26 District administration shall review safety protocols with parents whose children attend ATB. Families who participate in the ASES and Boys' and Girls' Club child care programs will be oriented by the Boys and Girls Club staff on health and safety protocols.**

## **7. Child Care:**

- 7.1 Bargaining unit members who request childcare services for students K – 5<sup>th</sup> grade shall have their children placed in Around the Bell (ATB) for childcare. After April 8, 2021, placement will be dependent on space availability and District will make every effort to place students at their home school or at a nearby school.**
- 7.2 Bargaining unit members who enroll their children in ATB will pay a reduced rate of \$160 per week for full time (7:30am – 5:30pm) and \$100 per week for part time. Any enrollment that is 2 half days or less shall be at the rate of \$50 per week.**
- 7.3 Bargaining unit members who have a household income of less than \$66,479 may enroll their children in ATB at no cost.**

## **8. Leaves and Evaluations:**

**The Parties acknowledge that the terms and conditions established in the July 24, 2020 MOU pertaining to leaves and evaluations are still valid under this new MOU. In addition, the parties agree:**

- 8.1 Members who are unable to perform their duties as a result of vaccination side effects will be placed on paid leave and will not be required to use their sick leave up to two days.**
- 8.2 Members with medical documentation who cannot get vaccinated due to pregnancy, breast feeding, or a medical condition will teach their classes virtually in the morning and offer asynchronous support in the afternoon. The District will provide a substitute for afternoon in person instruction and affected members will not be required to use sick time. The unit member will support students and the substitute virtually as well as support the DL kids.**
- 8.3 Members who are at high-risk for severe illness with COVID-19 will teach their classes virtually in the morning and offer asynchronous support in the afternoon. The District will provide a substitute for afternoon in-person instruction and**

affected members will not be required to use sick time until the members are fully vaccinated. The right to this leave shall expire after April 23, 2021.

## **9. Special Education**

**9.1 SPED students in TK-12 will follow the same schedules as their school sites with students attending in person for two days. In self-contained programs, if only one cohort is needed, a teacher may elect to provide in person support to all students in either an A or B group or may elect to provide additional in person support for all students for up to four days.**

**9.2 SPED RSP elementary teachers will provide services virtually. At the discretion of the teacher or if legally mandated, in-person services may be provided.**

**9.3 If necessary, RSP elementary teachers can provide services during direct instruction time, during asynchronous time, or during in-person support time. Teachers may not provide virtual RSP services while students are in an in-person general education classroom.**

**9.4 SPED secondary teachers will follow the same schedules as their school sites with students attending virtually for direct instruction. SPED secondary teachers will provide afternoon instructional support and other student supports for students who attend the sessions.**

### **9.5 Speech and Language Pathologists (SLPs)**

**9.5.1 SLPs will continue to use their time in the afternoon to meet with students both individually and in groups. SLPs may provide services during direct instruction time, during asynchronous time, or during in-person support time. Teachers may not provide virtual SLP services while students are in an in-person general education classroom.**

**9.5.2 SLPs may continue to provide services virtually. At the discretion of the SLP or if legally mandated, in-person services may be provided.**

**9.5.3 Students who have previously received services during direct instruction time may continue to do so.**

**9.5.4 The District shall provide chrome books and headphones to students when they receive in-person services from SLPs.**

### **9.6 Safety**

**9.6.1 All SPED students must wear masks. Students with a documented medical exemption will be provided a cohort to join that can accommodate the student. Students will be provided with extra masks as necessary. Students**

who receive their support in Special Day Classes will be provided with individual supplies, educational manipulatives, and sensory items.

- 9.6.2 Upon request, the District will provide plexiglass dividers for SLPs to use when meeting with students on campus. If no dividers are available at the time of the request, the District shall purchase them as soon as possible.
- 9.6.3 Upon request, the District will provide face shields or shields with a neck drape for SPED teachers APE teachers, and SLPs when-on campus. If none are available at the time of the request, the District shall purchase them as soon as possible.
- 9.6.4 The District shall provide students who receive in-person speech services face shields with neck drapes.
- 9.6.5 According to the recommendations of the CDPH, SLPS will be provided with the adequate space needed to provide service that will provide safety and confidentiality.
- 9.6.6 All SPED teachers will be provided, upon request, Plexiglas dividers and face shields. If none are available at the time of the request, the District shall purchase them as soon as possible.
- 9.6.7 All SPED students, unless documented in the IEP as having behaviors that cannot be accommodated, will be subject to the same discipline procedures as general education students unless it is directly related to the student's disability. Administrators will enforce this policy. If there are repeated incidents, administrator will contact the SPED Director.
- 9.6.8 Assessments for SPED students will be administered in person unless a student cannot return to campus for medical reasons or a parent opts out of in-person assessments.

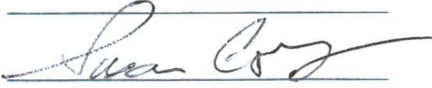
#### **9.7 Compensation for testing and services needed.**

For testing and triennials, testing and triennial reviews, writing reports, and attending other meetings outside of the workday, including those IEPS and tests that parents were allowed to opt out of this past school year, SPED teachers and Speech and Language Pathologists can request help with testing and other services related to their work or caseload from the SPED Director. The teacher will be provided the help, or the teacher can submit up to 20 hours of compensation at the rate of \$45.52 an hour. If more time is needed, the SPED teacher or Speech and Language Pathologist can contact the SPED Director.

**10. Duration of this MOU:**

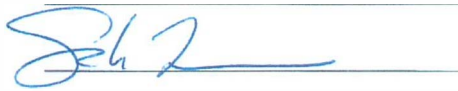
**This MOU will expire without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. However, this MOU shall not apply to Summer School.**

FOR THE ASSOCIATION:



Date: 4/6/2021

FOR THE DISTRICT:



Date: 4/6/2021