

FROM ^TH _E TABLE

A MBUTA NEGOTIATIONS BULLETIN TO TEACHERS

MANHATTAN BEACH UNIFIED TEACHERS ASSOCIATION • 3551 VOYAGER STREET, SUITE 105 • TORRANCE, CA 90503 • (310) 921-2500

August 6, 2020

This summer many teachers have been hard at work involved in the school re-opening plans.

We want to thank the 33 teachers who have served on the committees which met frequently and participated in critical discussions on such issues as pediatric viral transmission, in-person vs online learning, and myriad details which needed to be addressed before we could even begin to think about how we will return to school in less than a month. Please see attached list for the names of these dedicated colleagues who have taken on duties we never imagined would have been part of our teaching careers.

Thank you to colleagues **not** on the committees who have been watching the board meetings, participating in social media conversations, and giving feedback to committee members in zoom meetings during this summer that never was. The communication among colleagues has never been so urgent during the summer months.

The MBUTA Executive Board and Negotiating teams have been hard at work hammering out the details of the MOU which will guide our working conditions in the coming year. The MOU used in the spring needed amending in light of new requirements created by AB 77. The timing has been critical with this work as our decisions hinge on many factors—some within our control, and others non-negotiable (such as AB 77)

This new law was passed in order to codify expectations for teachers and clarify the changes in current laws such as required instructional minutes.

See the attached document with details about AB 77

A NOTE ON THE LAYOFFS

The status of our RIF'd employees took up much of the time of the Exec Board this spring and through the summer until just this past week. Of the 37 teachers, all but 4 are now returned to full time employment in the district. (3 left to pursue work in districts closer to their homes). More positions continue to be flown giving the lie to the district claims that these layoffs were “unavoidable.” We are pleased to have been part of the process which has seen our members returned to their positions, but disheartened by the needless anxiety caused both by threatening teachers with job loss during a pandemic coupled with poor handling of the RIF process at the personal level.

While the above is quite a bit of information to digest, if you have been following the board meetings, you know it is the tip of the iceberg—last week’s meeting was 5½ hours long! At that meeting, the district presented what it called “sample schedules” and made sure to state that these schedules are “subject to negotiation.”

THE MOU

Today the negotiation team wrapped up our discussion on the MOU for Distance Learning. The key issues such as on-campus safety protocols, HVAC issues, and the right of our members to CHOOSE whether or not to work from campus were key aspects of the discussion.

As with many agreements, our members need to be aware of their rights and be vigilant in asserting their right to safety on the job. Now more than ever it will be up to individual members to hold admin accountable for the precautions our agreement will spell out once we return to in-person instruction.

Our team made every effort to offer teachers as much autonomy as possible as we arrived at details of daily schedules for all grade levels, defined key terms (such as “live instruction” and “time value of assignments”) and specified VERY clear information about your location during the delivery of distance learning.

See the attached MOU and read it carefully. We will be holding a meeting next week via Zoom to discuss the details and answer questions you may have.

We remain, as ever, in unity

Executive Board

Shawn Chen, MBUTA President

Dina Deragisch, MBUTA Vice President

Lauri Resnikoff, MBUTA Vice President

Diana Sieker, MBUTA Secretary

Katrina O’Connor, MBUTA Treasurer

Bargaining Team

Stacey Cooke, MBMS

Daniela Olson, GV

Aaron Kofahl, MCHS

THANK YOU to the MBUTA bargaining unit members who served on the Re-opening Committee:

Aaron Braskin
Aaron Kofahl
Alan Zeoli
Alissa Opfer
Amanda Vavao
Anna Gralnik
Chau Ly
Daniel Pestle
Danielle Weiss
Dina Deragisch
Eliza Santarosa
Felise Shapiro
Glenn Marx
Jamison Hughes
Janet Allen
Jen Thompson
Joel Carlson
Jonathan Westerberg
Kari Pliaconis
Katie Cavallaro
Katrina O'Connor
Kim Holz
Linda Daly
Liz Laffoon
Lynn Burrell
Megan Rech
Michelle Legaspi
Nancy Rosenberg
Natalie Herringshaw
Olie Smith
Patricia Ackerman
Rachel Thomas
Stacey Cooke
Stephanie Hubbard
Yoon Hearn

AB77

You can read the whole text of the law here

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB77

This Ed Source Article details some of the key aspects of the bill regarding Distance Learning

Distance learning

In response to reports of uneven access and low-quality distance learning during school closures, legislators will require districts to do the following (see section [43502 of AB-77](#)):

- Confirm that all students have access to a computer and internet at home in order to participate in distance learning.
- Provide standards-aligned content and instruction.
- Provide daily live interaction with students “for the purposes of instruction, progress monitoring and maintaining school connectedness”.
- Maintain regular communication with parents on student progress.
- Establish procedures to re-engage students who are absent for more than 60% of instruction per week.
- Provide academic supports for English learners, students with disabilities, foster youth, homeless students and students who have fallen behind in their academic progress.
- Continue special education services.

Other critical aspects of AB 77 reduce the minutes for both PE and regular school instructional minutes at various grade levels.

California schools will continue to provide 180 days of instruction per year (175 days for charter schools). Instructional minutes will be reduced to a minimum 240 minutes per day for grades 4-12 (180 minutes for kindergarten, 230 minutes for grades 1 to 3) in an effort to offer teachers more flexibility during distance learning (see section [43501 of AB-77](#)).

These legal requirements are part of the reason the MOU will seem to dictate working conditions more explicitly than the district set forth during the emergency implementation of distance learning in the spring.

Please read AB 77 as it is a legal document which directly impacts and changes the usual conditions of our work day and year.

MEMORANDUM OF UNDERSTANDING
BETWEEN
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
AND
MANHATTAN BEACH UNIFIED TEACHERS ASSOCIATION

2020-21 - SCHOOL REOPENING IN A COVID-19 ENVIRONMENT

August 6, 2020

The Manhattan Beach Unified School District (“MBUSD” or “District”) and the Manhattan Beach Unified Teachers Association (“MBUTA”), collectively, “Parties,” enter into this Memorandum of Understanding related to teaching and learning in the midst of the COVID-19 pandemic. The parties recognize the need to open schools safely in accordance with guidelines set forth by the federal, state, and local government and by public health officials.

The Parties recognize that this is a time of unprecedented change, including for our educational system. It is in the mutual interest of the Parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus based on the best available public health data, national and international best practices, and the practical realities of managing school operations.

The Parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.

The Parties have a shared commitment to providing an educational program that supports the continuity of learning while mitigating the spread of COVID-19. The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (“Cal/OSHA”), the Los Angeles County Department of Public Health (“LADPH”), and the Los Angeles County Office of Education (“LACOE”). Continued education of students during the 2020-21 school year will require flexibility and the possibility of fluctuating between a 100% Distance Learning model and a Hybrid Learning model. The Board of Trustees will determine the instructional model that is put into practice at individual school sites and on a District-wide basis based on direction and guidance from the State of California, LADPH, and LACOE. The decision to shift between learning models shall be under the direction of the Board of Trustees, and will be triggered by guidance and direction from the State of California, LADPH, and LACOE.

The Parties acknowledge that when the Board initially determines that schools are moving from a distance learning format to a hybrid format, the District may need to adjust class rosters as necessary to meet the needs of students who are requesting a 100% distance learning option.

GENERAL TERMS

As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the agencies listed above. The parties agree to meet as necessary to negotiate the impact and effects of any revisions or updates to those guidelines.

Accommodations and Leaves

Unit members who meet the requirements for leave under FFCRA may request accommodations through the interactive process. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working (including

the possibility of District assistance with internet connectivity), alternative work assignments (modified duty), alternative remote assignment, temporary reassignments (e.g., transfer to distance learning, Independent Study, Home and Hospital) and/or the possible use of accrued sick leave or other paid and unpaid leaves as described in Article 10 of the Master Contract between MBUSD and MBUTA (“Collective Bargaining Agreement” or “CBA”), in addition to leave provided through FFCRA, as described below. Requests for accommodation will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.

Staff members who are absent from or unable to work due to COVID-19 exposure or who have been diagnosed with COVID-19 shall contact the Assistant Superintendent, Human Resources, by email as soon as possible after receiving a diagnosis or learning of confirmed or potential exposure. MBUSD will work with employees when they are absent from or unable to work due to any of the qualifying reasons for leave related to COVID-19 as described in HR 6201/ Family First Coronavirus Response Act (“FFCRA”) Criteria for Leaves.

The FFCRA provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the CBA. These leaves can be used in addition to or in lieu of an employee’s regular leave options, depending on whether certain criteria are met as described in the FFCRA Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under the FFCRA.

The District may, at its discretion, permit leave provided for under the FFCRA intermittently as permitted by the law (e.g. provide modified increments of time for partial days; provide time absent only on the day(s) the employee cannot report to their worksite due to COVID-19 when necessary or required and not on day(s) when the employee is permitted and able to work remotely). Unit members shall be permitted to utilize the leave set forth in the FFCRA before relying upon any applicable leaves set forth in the CBA.

Employees may be asked to provide health provider documentation regarding any leave related to COVID-19.

Staff members who are unable to report to their worksite when necessary or required or who are otherwise unable to work will enter their absence in the Frontline Employee Management System and contact the Assistant Superintendent, Human Resources, for direction in documenting leaves related to COVID-19.

Nothing in this MOU shall preclude the District from releasing a unit member to the extent permitted by law and the CBA.

Compensation

Unit members shall continue to receive their contractual compensation and benefits. If extracurricular duties can still occur remotely, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Employees who are not able to complete extra duty assignments shall not be compensated for assignments not completed.

Calendar

On the first three days of the 2020-21 school year (August 26-28, 2020), teachers may adjust their instructional schedules to provide for a whole-class live, synchronous welcome and introduction activities at the beginning of the instructional day or class period and then provide asynchronous instruction for the remainder of the day or class period in order to allow time for individual conferences with students and families or for planning and collaboration time with grade level and subject area colleagues. All teachers are strongly encouraged to utilize this time to build connections with the students enrolled in their classes.

To minimize a loss of instructional time, for campuses that are on a block schedule, the instructional calendar will be adjusted in such a way that individual class periods are not negatively impacted by weeks with local, state or federal holidays (i.e., providing a 4-day block during a 4-day week).

General Expectations

Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, conducting site-level/district-wide assessments, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

Bargaining unit members shall develop and post a syllabus (secondary) or class expectations and information sheet (elementary) with information on accessing the teacher's Distance Learning platform (i.e., Google Classroom, Seesaw, and/or Class Dojo for grades TK-2 and Google Classroom for grades 3-12), contact information, grading policy/standards-based grading guidelines, assignments, assessments, and daily instructional schedules.

Unit members shall utilize the online learning platforms Google Classroom, Seesaw, and/or Class Dojo for grades TK-2 and Google Classroom for grades 3-12 on a districtwide basis.

District-approved comprehensive online curriculum may be utilized to supplement and enhance instruction. In addition, it may be utilized more extensively to provide for instructional activities during a teacher's illness, or to provide options for teachers when working with students when health concerns prevent regular distance or hybrid learning from continuing. Such a curriculum is not intended to replace or supplant synchronous daily live instruction planned and provided by the teacher. Under no circumstance shall coursework through a District-approved comprehensive online curriculum program be offered to MBUSD students unless it is facilitated by a unit member.

The District will make every effort to have student email accounts operational on the first student day.

While the District is required to provide instruction via distance learning, no in-person meetings shall be held, except as described below related to special education, SST, 504, and other legally required meetings, special education assessments, and other required procedures, or as needed in a transition to hybrid instruction.

IEP, SST, 504, and other legally required meetings shall be held remotely unless an in-person meeting is legally required and is permitted by public health guidelines; in such circumstances, in-person

interactions shall take place only if all social distancing, cleaning, and disinfecting guidelines set forth by LADPH can be met.

All unit members who postponed the completion of an evaluation in 2019-20 shall complete their evaluation by May 7, 2021. Unit members who waived evaluation in 2019-20 shall be evaluated during 2020-21. Unit members whose evaluations are scheduled to be completed during the 2020-21 school year shall be evaluated as scheduled. By mutual consent between the unit member and the evaluator, any evaluation of a permanent unit member due during the 2020-21 school year may be waived.

Administrators retain the right to observe instruction, including live instruction provided online or in person, as well as to have access to asynchronous instruction and instructional materials. Upon request and with reasonable notification, unit members shall provide administrators with meeting identification numbers, passwords, and any other information required to access class sessions. Administrators attending synchronous virtual classes shall do so via the waiting room or other such procedure, allowing unit members to grant access and be aware of the administrator's presence.

The District will create procedures for recording student attendance two weeks prior to the start of the school year. These procedures will be created in consultation with MBUTA representatives. Unit members shall be trained on these procedures to record student attendance via the District's SIS during live instruction and synchronous instructional time and to verify whether students have completed work that meets the minimum required "time value," as defined in California's Assembly Bill 77, Education Finance ("AB-77"). Specifically, the minimum daily instructional minutes are 180 minutes for kindergarten, 230 minutes for grades 1-3, inclusive, and 240 minutes for grades 4-12, inclusive. Unit members shall record such information initially by the end of each work day, and shall update information as needed, as asynchronous responses and student work are submitted and evaluated.

Students will be provided with credit for participation in the independent or asynchronous instruction along with credit for participation in synchronous and in-person instruction. Students may not be denied credit for inability to complete independent work due to lack of internet access or technology accessibility. Students may request accommodations from their teachers due to lack of internet access in the home. Grades will be assigned based on teacher discretion pursuant to the education code, board policies, school, grade-level, and department policies.

Teachers and service providers shall regularly communicate with parents and guardians regarding a pupil's academic progress. Teachers may use the gradebook within the student information system, updated at least every five weeks, for the purpose of providing feedback on student progress. Teachers shall not utilize trimester, quarter or semester grade reports transmitted via the report card as the primary means for communicating a student's regression, lack of participation, or disengagement. Teachers shall also notify counselors and administrators of consistently disengaged students.

The District and MBUTA recognize that many members have children and family circumstances that may result in occasional unexpected interruptions to instruction. Unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances; should such interruptions become a pattern or become more regular, progressive discipline procedures may be followed.

Work Location

While the District is required to provide instruction via Distance learning, teachers may work from their regularly assigned school/classroom locations as desired. Such work must be scheduled and pre-approved by the site administrator, with clear direction related to campus and classroom entry and egress and access to common areas (e.g., restrooms, work rooms, break rooms, etc.). While in their classrooms, teachers are required to keep their doors open or otherwise indicate that the room is occupied. Teachers will also keep their windows open to the extent possible. Under no circumstances may teachers bring others onto campus with them, including but not limited to household members or students. The District shall ensure that classrooms are marked to indicate when a room has been sanitized and when entry to the room has been made after sanitizing is completed.

Upon a transition to hybrid or in-person learning, all teachers will work from their regularly assigned school/classroom locations.

Home and Hospital unit members shall not be required to visit students in their homes. They will utilize online learning platform(s) provided by the District to ensure standards-based instruction required to continue learning and receive course credits. The teachers will provide synchronous support and instruction at the frequency agreed upon by the team.

The District shall ensure compliance with the requirements of guidance published by LADPH, including but not limited to:

- Ensuring minimum physical distancing of six (6) feet between employees and employee workspaces and, when students are allowed on campus, between students, between student workspaces, and between educator and student workspaces, or, when this is not possible, installing physical barriers between individuals.
- Maintaining physical distancing in common or shared spaces such as cafeterias, libraries, hallways, and playgrounds.
- Requiring that all individuals wear a face covering while on campus, except for children under 2 years of age and students with identified and documented needs that prohibit the wearing of a face covering.
- Providing face coverings for all employees, including medical-grade masks for employees who provide in-person care for sick children or have close contact with students who cannot use a face covering and face shields for employees whose faces need to be visible to the students they support.
- Providing soap and paper towels at every classroom sink and making hand sanitizer available throughout all campuses. These shall be checked and restocked / refilled on a daily basis and as soon as possible based on a teacher's notification to the front office that supply is running low.
- Providing access to sufficient cleaning supplies for routine hygiene practices throughout each campus and school building.
- Ensuring that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the guidelines set forth by LADPH, using the safest and most effective disinfectants and cleaning solutions necessary, as recommended and permitted by federal, state, and/or local health officials.
- Ensuring that all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and opening outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage. Air filters

shall be MERV-13 at locations where HVAC units can accommodate this filter and changed at the recommended intervals. A log of each site's completed HVAC filter change will be maintained and available to unit members.

- Providing portable high-efficiency air cleaners in classrooms where HVAC units cannot accommodate MERV-13 air filters.
- Requiring that all students, employees, and visitors participate in daily symptom checks prior to entering the school site, including temperature checks taken at home or on site via no touch thermometers and/or other no touch temperature taking technology.
- Before allowing students to return to campus, establishing and posting a maximum capacity for each room, including both students and adults.
- Providing an adequate supply of PPE, including plexiglass as necessary, masks, gloves, and cleaning supplies, for all positions that perform one-on-one in-person student interaction.

For each non-classroom work area, common space, and classroom, a cleaning form will be posted for sign-off at the completion of a cleaning. Unit members will notify the principal if the checklist is not available or incomplete. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules. If a classroom is the area in question, the teacher and students will wait outside, observing social distancing protocols, until appropriate measures are taken.

Staff and, when permitted on campus, students with any symptoms consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.

Staff and, when permitted on campus, students who have had documented contact with a person with COVID-19 will not come to work or to class until allowed to do so according to Federal, State, and County guidance. Staff shall also contact the Assistant Superintendent, Human Resources, to determine accommodations during this quarantine period.

MBUSD, through its COVID-19 Compliance Team, will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols. To the extent legally permitted, unit members shall be notified as soon as possible of confirmed COVID-19 cases as well as any school or building closures due to infection.

Counselors

Counselors will provide input to the Assistant Superintendent, Student Services, in developing written procedures to provide tiered reengagement strategies for students who are absent from school and will assist in implementing these strategies at their school sites. In addition, they will meet at least monthly with the Assistant Superintendent, Student Services, and/or the Assistant Superintendent, Educational Services, to discuss revising strategies as needed, as well as to recommend updates to plans to provide structures for social-emotional learning and academic intervention supports. Such meetings shall be held during school hours and shall be in addition to regular meetings as required by Article 7.4.1 of the CBA.

Counselors will develop and implement a procedure to identify students who may be struggling academically or emotionally during the first six weeks of the school year, including, but not limited to, via teacher, grade, credit, and graduation progress checks.

Counselors will schedule regular and on-going live, synchronous check-ins for students needing additional support regarding access to social-emotional learning offerings, access to distance or hybrid learning opportunities, and, at the high school level, meeting graduation requirements. Counselors will also assist in outreach to students and their families regarding attendance and school engagement including, if necessary, participation in the SART process.

Counselors will work with students via live, synchronous communication whenever possible and will schedule regular daily office hours when they will be available to students on a live, synchronous basis for drop-in visits from students.

Student and family interactions will be documented in Aeries by each counselor.

Special Education Staff

Special Education Case Managers shall follow all IDEA timelines and regulations.

Assessments, IEP meetings, and other required procedures that may need to be modified as a result of public health guidelines shall be conducted according to procedures set forth by the Assistant Superintendent, Student Services. Assessments shall be conducted in a manner that allows the assessor to gather the appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE. As noted previously, meetings, assessments, and other interactions shall be held remotely unless an in-person meeting is legally required and is permitted by public health guidelines; in such circumstances, in-person interactions shall take place only if all social distancing, cleaning, and disinfecting guidelines set forth by LADPH can be met.

As stated above, unit members assigned to support Home and Hospital Instruction shall not be required to visit students in their homes. Teachers will provide synchronous support and instruction at the frequency agreed upon by the IEP team. They will utilize online learning platform(s) to ensure the delivery of the standards-based instruction required to continue learning and receive course credits.

Special Education services shall be provided to students based on their offer of FAPE when students are in a traditional school setting to the maximum extent possible. As needed, Case Managers will hold meetings and write amendment IEPs within 30 days of knowledge of such need.

Special Educators shall be subject to the same expectations as teachers in the general education program as described in this MOU.

Parties acknowledge that the District has placed a priority on re-opening its preschool program on an in-person basis as well as to meet legal requirements related to the provision of special education services, including special education assessments. Parties agree to immediately continue to negotiate with a goal to find mutually agreeable terms which meets the needs of unit members at the preschool site and who may be required to conduct special education assessments with a goal to complete negotiations on these topics by August 12, 2020.

Specialists

Physical Education teachers will provide instruction to students only as allowed by LADPH guidelines. Activities will be selected to allow for proper social distancing, and the use of equipment shall only be allowed in compliance with state and county guidelines. If locker rooms are used, they shall be used only in a manner that allows for 6' of distance between all individuals in a locker room (e.g., limiting access to only when direct staff supervision is available, staggering access, creating alternative options for the storage of clothing and personal items, etc.).

Elementary Specialists will work with site administrators and grade level teams to schedule their instruction and shall ensure that at least half of their instructional time with each group of students is provided via live synchronous methods.

For classes such as band or choir, where state or county rules may prohibit activities normal for those classes, such as singing, teachers shall adjust the curriculum as necessary to comply with state and county guidelines.

Substitutes

Substitutes will continue to be made available through the Frontline system for unit members who need a day-to-day substitute. In the Hybrid Learning Model, substitutes will be required when the teacher takes an ILL or PN day. In the 100% Distance Learning Model, the teacher may provide pre-recorded lessons, lessons from District-approved comprehensive online curriculum if available, and other course content remotely in lieu of hiring a substitute for no more than two consecutive days, and for no more than four days total, and the ILL and PN day will not be deducted from his/her accrued leave. Unit members will be compensated for period substitution as outlined in Article 4.8.1.

DISTANCE LEARNING

Distance learning occurs when the learner and instructor, or source of information, are separated by time and distance and therefore cannot meet in a traditional physical classroom setting. Instruction is delivered via a variety of online learning platforms and includes both synchronous and asynchronous learning.

Distance learning shall include all of the following based on SB98:

- (1) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- (2) Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- (3) Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.

(4) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

(5) Students will have daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.

In addition, students with a Section 504 Plan will continue to receive accommodations based upon student need with considerations for the online learning environment. School site teams will work in collaboration with parents and guardians to ensure accommodations are in place, and revisit or re-evaluate per the guidelines of Section 504.

Schedule

Each grade level shall maintain a consistent daily instructional schedule as follows.

Elementary

For grades TK and K, teachers shall prep and be available beginning at 8:15. Whole group live synchronous opening activities will begin by 8:45, and synchronous instruction shall end no later than 1:30, with the exception of Wednesdays, when instruction shall end at 1:00.

For grades 1 through 3, teachers shall prep and be available beginning at 8:15. Whole group live synchronous opening activities will begin by 8:45, and synchronous instruction shall end no later than 2:15, with the exception of Wednesdays, when instruction shall end at 1:00.

For grades 4 and 5, teachers shall prep and be available beginning at 8:15. Whole group live synchronous opening activities will begin by 8:45, and synchronous instruction shall end no later than 2:45, with the exception of Wednesdays, when instruction shall end at 1:00.

On Wednesdays, following a live, synchronous morning check in, all other instruction may be offered either synchronously or asynchronously at the discretion of the teacher.

Middle School

The instructional day will be scheduled with a block schedule on Mondays, Tuesdays, Thursdays, and Fridays, with a "Wellness Wednesday" schedule. On Wednesdays, live interaction shall be provided by Period 3 teachers providing Social Emotional Learning lessons and facilitating access to schoolwide announcements. All other instruction on Wednesdays may be offered either synchronously or asynchronously at the discretion of the teacher, with a focus on identifying and providing intervention for students in need of support. All teachers are encouraged to facilitate clubs or other Social Emotional Learning opportunities for students during the designated periods on Mondays, Tuesdays, Thursdays and Fridays. The daily schedule shall be as follows:

MBMS SCHEDULE							
Block Schedule: M/Th Odd; T/F Even				Wellness Wednesday			
Period	Start	End	Length	Period	Start	End	Length
0*	7:35	8:20	45	No Zero Period			
1,2*	8:30	9:55	85	1**	8:00	8:35	35
Nutrition	9:55	10:10	15	2**	8:40	9:15	35
3,4*	10:20	11:45	85	Nutrition	9:15	9:30	15
Lunch	11:45	12:15	30	SEL***	9:35	10:05	30
5,6*	12:25	1:50	85	Announcements***	10:10	10:20	10
7*	2:00	2:45	45	3**	10:20	10:55	35
Clubs/SEL****	2:55	3:25	30	4**	11:00	11:35	35
				Lunch	11:35	12:05	30
				5**	12:10	12:45	35
				6**	12:50	1:25	35
				7**	1:30	2:05	35
				Collaboration	2:10	3:00	50

*Instruction is a combination of live and asynchronous activity

**Instruction is asynchronous, though teachers may choose to offer synchronous activities

***Instruction is live

****Optional for both teachers and students

High School

The instructional day will be scheduled with a block schedule on Mondays, Tuesdays, Thursdays, and Fridays, with a “Wellness Wednesday” schedule. On Wednesdays, live interaction shall be provided by all teachers through a scheduled Social Emotional Learning period. In addition, all teachers shall provide the time value equivalent of 36 minutes of asynchronous learning activities for each class period. Teachers shall make themselves available to students during Office Hour periods, with a focus on identifying and providing intervention for students in need of support. Synchronous activities may be offered during Office Hour periods but may not be mandatory for students. All teachers are encouraged to facilitate clubs or other Social Emotional Learning opportunities for students during the designated periods on Mondays, Tuesdays, Thursdays and Fridays. The daily schedule shall be as follows:

MCHS SCHEDULE							
Block Schedule: M/Th Odd; T/F Even				Wellness Wednesday			
Period	Start	End	Length	Period	Start	End	Length
Period 0*	7:05	7:50	45	Collaboration	8:00	10:00	120
Break	7:50	8:00	10	Break	10:00	10:10	10
Period 1, 2*	8:00	9:43	103	SEL***	10:10	10:35	25
Break	9:43	9:53	10	Break	10:35	10:45	10
Period 3, 4*	10:00	11:43	103	Office Hours (Odd)**	10:53	12:08	75
Lunch	11:43	12:13	30	Lunch	12:08	12:38	30
Period 5, 6*	12:20	2:03	103	Office Hours (Even)**	12:45	2:00	75
Break	2:03	2:13	10				
Period 7*	2:20	3:00	40				
Clubs/SEL****	3:07	3:37	30				

*Instruction is a combination of live and asynchronous activity

**Instruction is asynchronous, though optional synchronous activities may be offered

***Instruction is live

****Optional for both teachers and students

Live, Synchronous Instruction

Live, synchronous instruction shall be provided for at least half of each day's required instructional minutes as defined by AB-77:

- 90 minutes per day at the TK/K level
- 115 minutes per day in grades 1 through 3
- 120 minutes per day in grades 4 and 5
- 86 minutes per week per class section in grades 6 through 8
- 100 minutes per week per class section in grades 9 through 12

Live, synchronous instruction is instruction when the teacher is live with students facilitating learning. This may include whole group, small group, or 1:1 instruction. Short pre-recorded videos may be used during live, synchronous instruction, if these videos are viewed synchronously as part of a live, interactive activity, with the teacher present and with teacher-facilitated interaction and checks for understanding before, during, and after the video is screened. The meetings with small groups or with individual students will be used purposefully to check for understanding and reteach concepts as needed.

Teachers will select with whom to meet, when to meet, and for what purpose. Attendance/participation in small group and individual conferences will be documented to show continuity of learning and attendance. There is not a requirement for all students to be provided with equal amounts of live, synchronous instructional time; the teacher may use their professional judgement in determining how to structure small group meetings and individual student conferences. However, all students shall be provided with daily whole group academic instruction, except on Wednesdays as noted below. When live instruction is provided through small group or 1:1 instruction, the teacher shall document

interactions to ensure that all students have opportunities to participate in these types of live instruction throughout the week.

On Wednesdays, teachers shall provide live interaction during opening meetings (elementary) and SEL periods (secondary) and may use any combination of synchronous and asynchronous instruction for the remainder of the day as described above.

Whole class live, synchronous instructional time shall be scheduled at the opening and closing of each instructional day or class period, as well as throughout the instructional time as appropriate to support student learning. Teachers may, in lieu of whole class live closing activities, provide asynchronous activities (e.g., Google Forms based exit tickets, Seesaw or Padlet “what stuck” submissions, etc.) to assess student learning on a formative basis and to inform instruction for subsequent lessons, so long as other whole class instruction has been provided during the instructional period or day, subsequent to the initial opening and during the last third of the period or day.

In accordance with the definition provided above, teachers shall provide live, synchronous instruction in all core subject areas at the elementary level, including Reading Workshop, Writing Workshop, and CGI lessons; each teacher at the secondary level shall provide live, synchronous instruction for each assigned class period.

In developing schedules, all teachers shall collaborate with special education service providers to coordinate synchronous activities to maximize all students’ access to the least restrictive environment and to live instruction from general education teachers.

All teachers, including classroom teachers, special education teachers, and support providers shall develop a regular schedule for instruction, including times for live synchronous instruction, and shall submit their schedules to their site administrator by August 26, 2020. At the elementary level, each site’s grade level team shall develop a common schedule for instruction.

Teachers shall make themselves available to answer questions and provide support for students as needed during asynchronous instructional blocks, except when another credentialed teacher is providing instruction to students.

HYBRID LEARNING

Parties acknowledge the urgency of both informing unit members of the terms and conditions related to Distance Learning and also preparing for a transition to Hybrid Learning at any time. Parties therefore agree to immediately continue to negotiate regarding terms and conditions for Hybrid Learning, with a goal to complete negotiations on this topic by August 30, 2020.

SCOPE, AGREEMENT TO MEET AND CONFER, TERM

If not specifically enumerated herein, all terms and conditions of the CBA remain in full force and effect.

The Parties understand the pandemic creates a very fluid situation and mutually agree to review the provisions of this MOU as necessary. Further, due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to

environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.

This MOU shall expire on June 30, 2021, or upon a transition to hybrid instruction, whichever comes first, but may be extended by mutual written agreement.

For District:



Dawnalyn Murakawa-Leopard

Suzanne Webb

Digitally signed by Suzanne Webb
DN: cn=Suzanne Webb, o=MBUSD, ou=Human
Resources, email=swebb@mbusd.org, c=US
Date: 2020.08.06 12:22:18 -07'00'

Suzanne Webb

For Association:



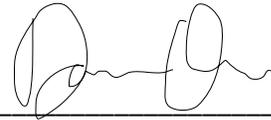
Shawn Chen



Stacey Cooke



Aaron Kofahl



Daniela Olson



Lauri Resnikoff



Sandra Goins

Aug 6, 2020