

AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT  
AND  
MANHATTAN BEACH UNIFIED TEACHERS ASSOCIATION  
March 30, 2021

The Manhattan Beach Unified School District ("MBUSD" or "District") and the Manhattan Beach Unified Teachers Association ("MBUTA"), collectively, "Parties," have entered into a Memorandum of Understanding dated August 6, 2020 (revised August 11, 2020, and amended September 29, 2020, October 9, 2020, and March 21, 2021) related to "School Reopening in a COVID-19 Environment."

The Parties wish to amend this memorandum in light of recent developments.

The District shall continue to re-open according to the guidelines set forth by CDPH and LACDPH and shall submit plans and protocols to LACDPH prior to doing so as required.

The following terms and conditions shall apply to the District's re-opening in addition to all requirements and procedures set forth by LACDPH protocols and guidelines.

1. Classrooms shall continue to be furnished and arranged in compliance with LACDPH distancing guidelines (as of March 30, 2021, 3' of distance between students and 6' between teachers and students).
2. As described in the amendment dated March 21, 2021, when permitted by LACDPH, students may, at the District's discretion, be scheduled to be on campus, taking into account local metrics and other indicators of safety for both students and staff. Parties acknowledge that, per LACDPH guidance as of March 22, 2021, there is no specific limit on cohort/group size, that stable grouping is required at the elementary level, and that stable grouping is not required at the secondary level. This guidance permits all students who have selected in-person learning to return to campus at the same time, as long as physical space permits, in accordance with the schedules below.
3. Prior to the implementation of the schedules listed below, the District will provide MBUTA with class load reports showing the numbers of students scheduled for in-person learning and will provide MBUTA Bargaining Team members with an opportunity to inspect classrooms to ensure that proper distancing has been provided.
4. As described in the March 21, 2021, amendment, while elementary students are on campus for in-person instruction for three or fewer hours, they shall not be provided with recess. Parties add that when elementary students are on campus for in-person instruction for more than three hours, they may be provided with recess breaks in compliance with LACDPH guidelines (as of March 30, 2021, teachers may be assigned to work with up to 3 stable groups).

5. Effective April 19, 2021, the following schedules shall be implemented:

a. At the elementary level:

- i. All in-person students shall attend in-person instruction five days per week.
- ii. For grades TK-2, school will begin at 8:15, and for grades 3-5, school will begin at 8:00
- iii. A morning recess shall be provided on a schedule that allows the school to maintain stable groups of not more than 3 classrooms, unless LACDPH guidelines change to allow larger groupings of students, in which case the recess schedule may be modified accordingly. Teachers may be required to supervise recess as per the terms of the CBA between the District and MBUTA.
- iv. Teachers shall divide their classes into four groups, A, B, C, and D
- v. On Mondays students from groups B, C, and D will be dismissed from school at 12:15 in grades TK-2 and at 12:30 in grades 3-5, while students from Group A will stay on campus for lunch. Teachers will provide intervention, support, and enrichment as appropriate for students in Group A from 1:00 to 2:00 in grades TK-2 and from 1:15 to 2:15 in grades 3-5.
- vi. This same schedule will be repeated for Group B on Tuesdays, Group C on Thursdays, and Group D on Fridays.
- vii. Teachers will not be responsible for supervision during the first 40 minutes of lunch and will supervise students' return to their classrooms 5 minutes before the afternoon instructional period begins. Teachers will require that students wash or sanitize their hands before returning to their desks. If a student sits at a different desk than the one they were assigned in the morning, teachers shall require the student to clean their desk using "green wipes" or other cleaning materials approved for student use prior to the start of the afternoon instructional session.
- viii. On Wednesdays, all TK-2 students will leave campus at 12:15, and all 3-5 students will leave campus at 12:30. Teachers will utilize the afternoons for collaboration.
- ix. In-person teachers are not required to assign asynchronous learning other than normal homework assignments that teachers choose to provide to support in-class learning.
- x. Distance Learning teachers shall continue to provide instruction on the same schedules and in the same manner as described in the August 6, 2020, Memorandum of Understanding.

- xi. Students shall be moved from Distance Learning to in-person classes only when there is physical space available in the in-person teacher's classroom.

b. At the secondary level:

- i. MBMS shall follow this schedule, with the alternating odd/even schedule continuing into subsequent weeks (so, for instance, the week of April 26 would begin with even periods on Monday, the week of May 3 would begin with odd periods on Monday, and so on):

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Period 0 7:40 - 8:20	Period 0 7:40 - 8:20	Period 0 7:40 - 8:20	Period 0 7:40 - 8:20	Period 0 7:40 - 8:20
Period 1 8:30 - 9:35	Period 2 8:30 - 9:35	Period 1 8:30 - 9:35	Period 2 8:30 - 9:35	Period 1 8:30 - 9:35
Break 9:35 - 9:45	Break 9:35 - 9:45	Break 9:35 - 9:45	Break 9:35 - 9:45	Break 9:35 - 9:45
Period 3 9:45 - 10:50	Period 4 9:45 - 10:50	Period 3 9:45 - 10:50	Period 4 9:45 - 10:50	Period 3 9:45 - 10:50
Break 10:50 - 11:00	Break 10:50 - 11:00	Break 10:50 - 11:00	Break 10:50 - 11:00	Break 10:50 - 11:00
Period 5 11:00 - 12:05	Period 6 11:00 - 12:05	Period 5 11:00 - 12:05	Period 6 11:00 - 12:05	Period 5 11:00 - 12:05
Lunch 12:05 - 12:40	Lunch 12:05 - 12:40	Lunch 12:05 - 12:40	Lunch 12:05 - 12:40	Lunch 12:05 - 12:40
Period 7 Distance Learning 12:45 - 1:25	Period 7 Distance Learning 12:45 - 1:25	Collaboration Time/ Staff Meetings	Period 7 Distance Learning 12:45 - 1:25	Period 7 Distance Learning 12:45 - 1:25
Collaboration 1:30-2:00	Collaboration 1:30-2:00		Collaboration 1:30-2:00	Collaboration 1:30-2:00
Student Support or Office Hours 2:00 - 3:00	Student Support or Office Hours 2:00 - 3:00		Student Support or Office Hours 2:00 - 3:00	Student Support or Office Hours 2:00 - 3:00

- ii. MCHS shall follow this schedule, with the alternating odd/even schedule continuing into subsequent weeks (so, for instance, the week of April 26 would begin with even periods on Monday, the week of May 3 would begin with odd periods on Monday, and so on):

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Period 0 7:25 - 8:10	Period 0 7:25 - 8:10	Period 0 7:25 - 8:10	Period 0 7:25 - 8:10	Period 0 7:25 - 8:10
Period 1 8:20 - 9:35	Period 2 8:20 - 9:35	Period 1 8:20 - 9:35	Period 2 8:20 - 9:35	Period 1 8:20 - 9:35
Break 9:35 - 9:45	Break 9:35 - 9:45	Break 9:35 - 9:45	Break 9:35 - 9:45	Break 9:35 - 9:45
Period 3 9:45 - 11:00	Period 4 9:45 - 11:00	Period 3 9:45 - 11:00	Period 4 9:45 - 11:00	Period 3 9:45 - 11:00
Break 11:00 – 11:10	Break 11:00 – 11:10	Break 11:00 – 11:10	Break 11:00 – 11:10	Break 11:00 – 11:10
Period 5 11:10 – 12:25	Period 6 11:10 – 12:25	Period 5 11:10 – 12:25	Period 6 11:10 – 12:25	Period 5 11:10 – 12:25
Lunch 12:25 - 12:55	Lunch 12:25 - 12:55	Lunch 12:25 - 12:55	Lunch 12:25 - 12:55	Lunch 12:25 - 12:55
Collaboration Time 12:55 – 1:35	Collaboration Time 12:55 – 1:35	Collaboration Time 12:55 – 1:35	Collaboration Time 12:55 – 1:35	Collaboration Time 12:55 – 1:35
Student Support or Office Hours 1:45 – 3:00	Student Support or Office Hours 1:45 – 3:00	Student Support or Office Hours 1:45 – 3:00	Student Support or Office Hours 1:45 – 3:00	Student Support or Office Hours 1:45 – 3:00
Period 7/Athletics 3:00 – 3:40	Period 7/Athletics 3:00 – 3:40	Period 7/Athletics 3:00 – 3:40	Period 7/Athletics 3:00 – 3:40	Period 7/Athletics 3:00 – 3:40

- iii. Parties agree to continue to discuss potential modifications to the schedules listed above that will maintain a 5-day academic schedule while also meeting students' academic, social, and emotional needs.
- iv. Secondary teachers will simulcast their in-person classes in order to ensure that students assigned to Distance Learning have access to equitable instruction and are provided with the daily live check in and minimum time-value of instruction required by AB-77
- c. Should physical space in classrooms require a reduction in in-person attendance below the number of in-person students enrolled, the District will implement an attendance rotation, whereby a portion of students would learn from home each day

on a schedule that would maintain equity of access to in-person learning while also meeting LACDPH physical distancing guidelines.


6. If the County reaches the green tier, the District shall revert to the schedules in place prior to March 16, 2020. Such a return would take place only after a minimum of 5 working days' notice to MBUTA.
7. The District shall ensure that students who are not assigned to be in class or to attend an in-person meeting are prohibited from entering teachers' classrooms on an unscheduled basis.
8. While meetings shall continue to be held remotely where feasible, when deemed necessary by the District, in-person meetings may be held so long as all LACDPH social distancing guidelines can be implemented.
9. Parties agree that all unit members shall be compensated for their in-person work via a one-time, off-schedule, lump sum payment equivalent to 3% of their salary, retroactive to July 1, 2020 and concluding on June 30, 2021. Such payment shall be issued no later than June 30, 2021.


Where not specifically revised above, all other terms and conditions described in the aforementioned original MOU and subsequent amendments remain in effect. These amendments are non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

These amendments are subject to the terms and conditions described above and do not obligate the District to further considerations.

For District:

  
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Michael Matthews

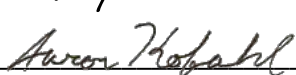
  
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Dawnalyn Murakawa-Leopard

  
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Suzanne Webb


For Association:

  
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Shawn Chen

  
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Stacey Cooke

  
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Aaron Kofahl

  
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Daniela Olson

  
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Lauri Resnikoff

 April 1, 2021  
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Sandra Goins