

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

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

The Parties wish to amend this memorandum in light of guidance published by the California Department of Public Health (CDPH) on September 4, 2020, providing “for necessary in-person child supervision and limited instruction, targeted support services, and facilitation of distance learning in small group environments for a specified subset of children and youth.” This guidance was accompanied by guidance from the Los Angeles Department of Public Health (LADPH) further clarifying the conditions under which schools can re-open “to address needs of students requiring specialized support and services”

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

In providing such in-person services, the following terms and conditions shall apply in addition to all requirements and procedures set forth by LADPH protocols and guidelines.

Special Education Assessments

1. The District shall seek to minimize in-person assessments, pursuing alternatives whenever possible.
2. If no alternative is possible, the District, in collaboration with assessors and the school site special education team, shall prioritize which students require in-person assessment, prioritizing initial assessments, triennial assessments, past due, and currently due assessments.
3. Unit members shall be assigned to complete assessments by the District; such assignments may include students not on the unit member’s assigned caseload and shall be prioritized in consultation with the Director of Special Education and in collaboration with assessors and the school site special education team.

4. Unit members who do not conduct in-person assessments may be required to conduct other aspects of the assessment process (e.g. interviews or report writing) that do not require in-person contact with students.
5. In determining which unit members will conduct in-person assessments, the District shall, in the order shown:
 - Seek unit member volunteers.
 - Utilize unit members with part-time assignments, compensating such unit members at their own hourly rate for additional time outside of their (part-time) work day.
 - Utilize unit members within the same grade span (PS, ES, MS, HS) before unit members outside of the grade span.

Whenever possible, unit members who have familiarity with an individual student and, for students with District IEP's in place, who provide direct service to the individual student shall be assigned to conduct assessments for that student.

6. Assessments shall be conducted by trained and qualified unit members.
7. Qualifying unit members may request to engage the District in the interactive accommodation process, which may result in such unit members being unavailable to provide in-person assessments. However, the District may require such unit members to conduct other aspects of the assessment process (e.g. interviews or report writing) that do not require in-person contact with students. If no alternative assignment is available, unit members may apply for a leave of absence.
8. The District shall provide unit members with personal protective equipment, and unit members shall be required to wear personal protective equipment while assessing individual students, including:
 - Face covering
 - Face shield and eye protection/goggles (unit member may choose which to wear)
 - Disposable gloves
 - Gown
 - KN95 or N95 mask (to be used as needed at the unit member's discretion)
 - Additional personal protective equipment recommended in consultation with the student's IEP team
9. Students shall be required to wear face coverings or utilize alternative protective strategies as per guidance from the LADPH, and they shall be required to wear additional personal protective equipment recommended in consultation with the student's IEP team.
10. In addition, the following safety protocols and procedures shall be implemented:
 - Students arriving on campus for in-person assessments shall have their temperatures taken by the Health Services Assistant or other employee before being allowed entry to campus to meet the assessor.

- Additional testing protocols shall be provided where needed in order to minimize the sharing of such tools among unit members
- Each unit member shall be issued a portable plexiglass shield to be placed between the unit member and the student during the assessment process where possible
- If needed, students shall be issued writing implements (including erasers where necessary) to be utilized during each assessment session and which students will take home or dispose of following each assessment session
- Where possible, each unit member shall be provided with clear plexiglass/vinyl sheeting to cover testing easels/protocols
- Two iPads will be made available to unit members serving as psychologists and speech pathologists in order to facilitate iPad-based assessments where such assessments are available and appropriate for use with a student
- Each assessor's workspace shall be equipped with cleaning and disinfecting supplies and other materials to allow the assessor to address immediate cleaning needs and protect the assessor or others from being exposed to contaminated materials.
- Each assessor's area shall be equipped with a waste receptacle with a lid for disposable materials after use and a second receptacle for the storage of materials that need to be disinfected.
- At the start of each assessment session, unit members and students shall wash their hands or use hand sanitizer
- After each assessment session, unit members shall wash their hands or use hand sanitizer and shall notify site administrators that the student has departed. District custodial staff shall dispose of all individual-use PPE and other single-use materials and shall clean and disinfect all surfaces (including plexiglass shields and protocol covers) as well as all testing protocols and equipment. Such cleaning and disinfecting shall be completed per established procedures prior to the use of the same space or equipment for a subsequent assessment session

11. Should a unit member identify additional equipment or furnishings that they believe will be helpful in effectively delivering assessment services in a hybrid setting, these items should be discussed with the Director of Special Education. With prior approval from the Director of Special Education, such items may be ordered through the District or purchased by the unit member for reimbursement by the District.

12. Personal protective equipment shall be delivered to the Student Services Department for pick up by each assessor no later than three days prior to the commencement of services; if an assessor finds any items missing, or if an assessor's supplies become depleted, they shall so notify their site administrator, who will provide a response within 24 hours.

13. The District shall utilize spaces that provide for physical distancing including, but not limited to, outdoor spaces, individual classroom or office spaces, multi-purpose rooms, larger classrooms and, when possible, spaces with updated HVAC systems. No assessments will be done outside when the air quality is in the red/unhealthy zone or 150 or above, as determined

by the South Coast Air Quality Management District (AQMD) (NW Coastal LA, CA zone). Assigned spaces may be located at a site that is not at the unit member's regularly assigned school site.

14. When in-person assessments are being conducted, the District shall ensure that there is a site administrator or an identified and qualified administrative designee on campus. The administrator may leave campus for short periods of time but shall provide staff on site with a cell phone number at which they will be able to be reached on a continuous basis.
15. To the extent possible, unit members shall be permitted to conduct in-person assessments from their regular work location(s).
16. Unit members may be required to conduct in-person observations of students enrolled in Home Hospital Instruction or who are attending private schools or Non-Public Schools that operate in person as needed to complete assessments as required by the IEP process. Such assessments shall be conducted at the private school, the Non-Public School, or at the District Office. Unit members shall be provided with PPE for this purpose, and observations shall be conducted only if the unit member is able to do so while maintaining a 6' distance from others.
17. Unit members shall not be required to devote more than 4 hours per week towards conducting assessments during their regularly scheduled working assignment. Should additional time be required, with prior approval from the Director of Special Education or designee, unit members approved to conduct assessments outside of the unit member's regularly assigned hours shall be compensated at their own hourly rate.
18. Whenever possible, and as needed, the District shall identify substitute employees who can release unit members to conduct in-person assessments during the work day. Release time provided by substitutes shall not be included in the 4 hour maximum described above. Unit members may make recommendations to coordinators of substitute employees who are familiar with special education programs and are good candidates for this pool.
19. As needed, and subject to the limitation described above, unit members conducting in-person assessments may schedule such assessments to take place on campus after school hours, so long as no more than 5 assessment spaces are being utilized at any individual campus, all assessments are completed and campus vacated by 4:30 pm, and advance notice of such schedule has been provided to the site administrator at least 24 hours in advance.
20. Assessment schedules shall be established by assessment teams and the assigned assessors in collaboration with the Director of Special Education and shall be structure to make every effort to minimize risk. This schedule may include designated days for specific types of testing, the identification of specifically designated teams of assessors, or other such structures as deemed appropriate and acceptable by unit member assessors and the Director of Special

Education. Assessment schedules shall be established to avoid disruptions to existing and ongoing treatment schedules whenever possible.

21. Unit members shall not be disciplined or negatively evaluated for a failure to meet assessment timelines due to the impacts of COVID-19. If timelines will not be met, the unit member shall inform the Director of Special Education as soon as the unit member is aware of the need for delay.
22. Prior to the commencement of in-person assessments, unit members responsible for administering assessments shall be provided with the opportunity to adjust their schedules to suspend or provide services asynchronously where possible for up to two days in order to facilitate time for classroom set up, collaboration, and planning. The District shall notify families that such schedule adjustments shall occur between October 7, 2020, and October 16, 2020. Following this communication, unit members shall notify families of their individual schedules.
23. The District shall communicate with parents regarding procedures and expectations for students participating in in-person assessments. Such communication shall include the fact that assessments will be scheduled based on the assessor's availability, assessments will be scheduled during school hours, assessments may need to be scheduled over multiple sessions and multiple days, students may need to miss their regularly assigned class sessions in order to access scheduled assessment sessions and that due to limited capacity, failure to attend scheduled assessment sessions may result in a delay in the completion of required assessments. Parents will be directed to comply with screening protocols and shall be directed not to bring their students to campus in the event that the student exhibits COVID-like symptoms or is at risk of exposure or infection due to close contacts. Parents will be informed that if a student cannot comply with social distancing requirements and is placing the student's or staff member's safety at risk, the assessment may be discontinued at the discretion of the assessor. Should an assessment be discontinued, the assessor shall immediately contact the Director of Special Education to determine how and when to continue the assessment process. The District shall also communicate to parents that they need to remain within a 5-minute radius of the assessment location in order to ensure that they can pick up their student promptly upon the conclusion of an assessment session.

Special Education Services

1. The District will pursue alternatives to in-person instruction whenever the recommendations of the individual student's IEP team support such alternatives.
2. In determining which unit members will support in-person instruction, the District shall seek to utilize existing assigned case-carriers, teachers of record, and related services providers. If this is not possible, the District shall seek volunteers with relevant grade span and program experience to fill assignments before assigning other appropriately credentialed unit members.

3. Unit members who do not provide in-person instruction may be required to support distance-learning for students outside of their caseloads.
4. Qualifying unit members may request to engage the District in the interactive accommodation process, which may exempt such unit members from in-person instruction. The District may require such unit members to conduct alternative assignments in support of the special education program. If no alternative assignment is available, unit members may apply for a leave of absence.
5. When the District determines to employ in-person instructional services, the District shall work collaboratively with case carriers and service providers to determine which students require in-person instructional services, prioritizing preschool-aged and elementary students requiring Special Day Class support and those in the Deaf and Hard of Hearing program, followed by preschool-aged and elementary students in the Learning Center program who have intensive needs, then by secondary students requiring Special Day Class support and those in the Deaf and Hard of Hearing, CHOICE and MWell programs, and then by secondary students in the Learning Center program who have intensive needs.
6. In-person student groupings shall be established after consultation between the teacher, the IEP team, and the Director of Special Education and shall be based on the District's ability to meet the student's needs, as identified within the IEP, within LADPH guidelines for in-person instruction. Further, the format for the provision of related services for students coming on campus to receive instructional services shall be determined by the case carrier, the IEP team, and the Director of Special Education, and such services may be provided either in person or remotely based on that group's recommendations based on the District's ability to meet the student's needs, as identified within the IEP, within LADPH guidelines for in-person instruction.
7. Students shall be scheduled to be on campus on an AM/PM schedule, with one group of students attending the teacher's class in the morning and another group of students attending the teacher's class in the afternoon. Sufficient time shall be provided between groups to allow District custodial staff to conduct thorough cleaning and sanitizing as described below. The total number of individuals included in the morning and afternoon sessions, combined, shall not exceed the number permitted for a single cohort according to LADPH guidelines.
8. When in-person instructional services are being provided, the District shall ensure that there is a site administrator or an identified and qualified administrative designee on campus. The administrator may leave campus for short periods of time but shall provide staff on site with a cell phone number at which they will be able to be reached on a continuous basis.
9. As re-opening evolves and the District opens more broadly for students at the K-12 level, parties agree to meet to discuss potential associated changes in schedule.

10. The District shall provide unit members with personal protective equipment, and unit members shall be required to wear personal protective equipment while assessing working in-person with students, including:
 - Face covering
 - Face shield and eye protection/goggles (unit member may choose which to wear)
 - Disposable gloves
 - Gown
 - KN95 or N95 mask (to be used as needed at the unit member's discretion)
 - Additional personal protective equipment recommended in consultation with the student's IEP team

11. Students shall be required to wear face coverings or utilize alternative protective strategies as per guidance from the LADPH, and they shall be required to wear additional personal protective equipment recommended in consultation with the student's IEP team.

12. In addition, the following the safety protocols and procedures shall be implemented:
 - Students arriving on campus for in-person assessments shall have their temperatures taken by the Health Services Assistant or other employee before being allowed entry to campus to attend the high needs hybrid.
 - Each unit member shall be issued a portable plexiglass shield to be placed between the unit member and students with whom the unit member is interacting where possible
 - Each student shall be provided with a box of school supplies for their individual use in the classroom.
 - Each classroom shall be equipped with cleaning and disinfecting supplies and other materials to allow the assessor to address immediate cleaning needs and protect the assessor or others from being exposed to contaminated materials.
 - Each classroom shall be equipped with a waste receptacle with a lid for disposable materials after use and a second receptacle for the storage of materials that need to be disinfected.
 - At the start of each instructional session, unit members and students shall wash their hands or use hand sanitizer and shall do so again throughout the in-person session.
 - After each instructional session, unit members shall wash their hands or use hand sanitizer. District custodial staff shall dispose of all individual-use PPE and other single-use materials and shall clean and disinfect all surfaces (including plexiglass shields) as well as other classroom equipment as needed. Such cleaning and disinfecting shall be completed per established procedures prior to the use of the same space or equipment for a subsequent assessment session.

13. Should a unit member identify additional equipment or furnishings that they believe will be helpful in effectively delivering instructional services in a hybrid setting, these items should be discussed with the Director of Special Education. With prior approval from the Director of

Special Education, such items may be ordered through the District or purchased by the unit member for reimbursement by the District.

14. Personal protective equipment shall be delivered to the Student Services Department for pick up by each teacher no later than three days prior to the commencement of services; if a teacher finds any items missing, or if a teacher's supplies become depleted, they shall so notify their site administrator, who will provide a response within 24 hours.
15. Classrooms shall be furnished and set up to support appropriate cohort sizes and social distancing within the classroom, with extra furniture removed from the classroom where necessary.
16. Prior to the commencement of in-person instruction, unit members shall be provided with two days of substitute support or two days of compensatory time in order to facilitate time for classroom set up, collaboration, and planning. Unit members who are beginning to provide instructional services during the week of October 12 shall be provided with three additional days of compensatory time for this purpose. Unit members utilizing compensatory time may use such time on campus after school hours or on weekends, so long as they vacate campus by 4:30 pm on weekdays and access campus only between 8:00 am and 4:00 pm on weekends, and advance notice of such schedule has been provided to the site administrator at least 24 hours in advance.
17. The District shall communicate with parents regarding procedures and expectations for students participating in in-person services. Such communication shall include the fact that students may need to miss their regularly assigned class sessions in order to access scheduled in-person sessions and that on-campus instruction will be focused on Specialized Academic Instruction to support IEP-defined goals and not on providing tutoring or support in general education classes, except as related to IEP-defined goals. Parents will be directed to comply with screening protocols and shall be directed not to bring their students to campus in the event that the student exhibits COVID-like symptoms or is at risk of exposure or infection due to close contacts.

The District will make every effort to hire additional qualified staff to support in-person learning for students with high needs.

All terms and conditions contained herein are subject to modification as required to comply with IDEA, state and federal laws and regulations, and emerging caselaw related to the provision of special education services.


These amendments to the aforementioned MOU 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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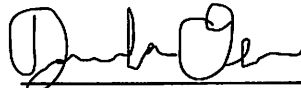
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