

## **MUSD Last Best Final Offer**

August 21, 2020

The District and Manteca Educators' Association have an existing three-year contract covering all conditions of employment. However, due to COVID-19 the District and MEA have been negotiating a reopening MOU addressing safety conditions and other arrangements for the 2020-21 school year. **The District's most recent proposal presented to MEA on Friday, August 21, 2020, protects both staff and students, and includes the following:**

- Early Retirement Incentive up to 60% of final salary for eligible unit members
- District will comply with all public health guidelines to mitigate COVID-19
- District will provide all staff with appropriate PPE and all schools will adhere to public health safety procedures and protocols
- District will approve remote work for teachers who may be at high risk for COVID-19 due to health concerns through the interactive process
- Clear procedures for moving from distance learning to other instructional phases
- Teachers may work from home if school campuses are ordered closed
- Small group and/or one-to-one student instruction for special needs students when authorized by the state
- Unit members can work remotely in Phase II for the identified 10 flexible minimum days

For full details of the District's proposal please see [www.mantecausd.net/negotiations](http://www.mantecausd.net/negotiations)

MEMORANDUM OF UNDERSTANDING  
Manteca Unified School District  
and Manteca Educators  
Association

Regarding the COVID 19 Pandemic during the 2020-21 school year

August 21, 2020  
Last Best Final Offer

**This Memorandum of Understanding (MOU) replaces the prior MOU signed between MEA and MUSD dated May 6, 2020.**

The Manteca Educators' Association (hereafter "MEA") and the Manteca Unified School District (hereafter "District") have met and do hereby agree to the following arrangements regarding safety and impacts of transitions between distance learning (Phase 1), hybrid (Phase 2), full five-day physical attendance (Phase 3), and Online Academy during the 2020-2021 instructional year.

1) To promote and create a safe workplace environment, the District will provide the following PPE and sanitation materials:

- a) Each unit member will be issued six (6) reusable cloth face mask
  - i. A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ear loops, ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. Additional face masks may be provided throughout the school year subject to available supplies and funding for such purchases.
- b) Each unit member will be issued two (2) reusable face shields. Unit members are required to wear a facial covering or shield as outlined in California Department of Public Health Guidelines dated June 18, 2020 (as described below).
  - i. Inside of, or in line to enter, any indoor public space
  - ii. Engaged in work, whether at the workplace or performing work off-site, when:
    - Interacting in-person with any member of the public;
    - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time
    - Working in any space where food is prepared or packaged for sale or distribution to others;
    - Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
    - In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
    - While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

iii. The following individuals are exempt from wearing a face covering:

- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.
- Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication. (It is recommended that they wear a face shield or other protective equipment that is appropriate)

c) Each classroom will have handwashing station or hand sanitizer available.

d) The District will provide, an interactive meeting upon request, to engage in reasonable accommodations. These accommodations may include working remotely/home based on members health issues, immediate family who lives within the members home and/or provides direct health services for that family member and extenuating childcare issues. A doctor's note can be requested but not mandatory in order to complete the interactive process. All requests will be reviewed, and a determination made by the site administrator/director. Each approved request will require an assurance that the same level of robust instruction, intervention and/or support will be provided as outlined in section 4. Employees will be provided a list of assurances to review and agree to in writing with their site administrator/director. Assurances will include the following but are not limited to:

- Same level of robust instruction will be provided as outlined in section 4 &5.
- Intervention or support will be provided to students who demonstrate need
- Synchronous and Asynchronous instructional minutes will be adhered to
- Communications to parents, students and staff will be in a timely manner (within one (1) work day or receiving call, email)
- Adherence to 7.5 hour professional work day
- Attend mandatory meetings on campus with 24 hours of notice provided.

If the assurances are not adhered to an additional interactive dialogue will be scheduled to revisit the agreed upon accommodations. Any deviation from the agreed to assurances will result in the revocation of the accommodations, including working remotely/home.

This accommodation will only be offered while everyone is engaged in full day distance learning (Phase 1). When transitioning for a return to in person

instruction (Phase 2 & 3), all members will be required to be on site full time.

e) If members have a need for additional PPE or other accommodation members will contact their supervisor to make the request.

2) The parties agree to enable “digital walkthrough access” to each teacher’s distance learning approach (using District-sponsored platforms) to parallel normal on-site visits to a physical classroom accordingly:

- a. Administrators shall have access to each unit members distance learning platform. Student support personnel who are normally guaranteed access to a student’s learning environment (behavior support specialists, bilingual aids, special education assists, speech language pathologists, etc.) shall likewise have equivalent access.
- b. Classroom teachers have the option to allow learning-space access to peer support (Instructional Coaches, Program Specialists, Curriculum Specialists, etc.).
- c. For general education class that includes a student with an IEP, the teacher shall add the appropriate Special Education teacher(s) in their utilized platforms (with “team teacher” or “co-teacher” roles to the extent feasible).

3) Each unit member shall develop classroom lesson design that best meets the needs of the students they serve. Members will utilize the District adopted platform “Teams” to provide synchronous and asynchronous lessons to students. the District shall not mandate software, materials, or technology not formally sponsored by the District. Bargaining unit members may choose to supplement, but not replace, the District adopted curriculum. Before engaging in a non-district sponsored online platform/supplemental curriculum that could potentially infringe on student data privacy, teachers shall: 1) Get site administrator approval 2) Complete software agreement form 3) After approval at District level, site will process for purchasing, to ensure the online platform/supplemental curriculum can be supported on the District’s network, and to ensure that student data privacy measures are taken. Mindful that many students benefit from repetition and asynchronous access, teachers are encouraged (but not required) to record lessons for student viewing. If the teacher chooses not to record lessons for students who cannot attend the live interactive session the teacher shall make other arrangements to address the student access and equity issues. Teachers are to exercise professional discretion as to if, when and how to make instructional recordings, whether, in advance or during instruction, as follows:

- a. If recordings are created during synchronous/live class time, student privacy must be respected just as for recordings in a physical classroom.
- b. If recordings are created in advance, student access to such recordings does not qualify on its own as the teacher conducting daily live instruction. Such recordings may be used during daily live instruction, but only if accompanied by the teacher remaining engaged with students during that live instructional time.

**In the event of school closure and movement to Distance Learning (Phase 1):**

4) Unit members are expected to adhere to the below Distance Learning protocols. Should any site within the District move to closure/nonstudent attendance and Distance Learning the following considerations shall be made.

- a) Members will continue to work their 7.5-hour workday. Elementary members will report to their classroom 15 minutes before student start time, High School

members will report to their classroom at the beginning of their prep period on all workdays.

- b) Professional development activities and teacher collaboration time will be built into the school sites schedule. Comprehensive High School unit members will continue to utilize the Late Start Wednesday model established by each site's Waiver. Elementary sites will develop an early release- minimum day schedule on Wednesdays for collaboration and professional development. Professional development may include, but not be limited to, COVID 19/ Distance learning technology platform PD, Standards Best practices for online learning PLC, PD. Staff meetings will be encouraged to take place during the collaboration/PD time to limit the number of before/afterschool meetings. A calendar reflecting these additions will be created and shared at a later date.
- c) During Distance Learning (Phase 1), all meetings are encouraged to be held virtually. If holding virtually is deemed not practicable then all appropriate safety measures will be followed inclusive of physical distancing and wearing appropriate mask/shield. Teacher collaboration and professional development trainings are encouraged to be virtual. They may be held in person when necessary, adhering to social distancing guidelines and wearing appropriate mask/shield.
- d) Each unit member shall maintain a weekly engagement record. Per Education Code 43503 each local educational agency shall ensure that a weekly engagement record is completed for each pupil documenting synchronous and asynchronous instruction for each whole or partial day of distance learning, verifying daily. Participation with teacher and peers, and tracking assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the local educational agency and pupils or parents or guardians. Unit members will work with site COST team to create a re-engagement plan for students not participating for three days or 60% of a school week.
- e) Classroom instruction, at minimum, will take place as follows:
  - i. In accordance with the 2020-2021 CDE Minimum requirements for distance learning, TK – 8 or 9 – Young Adult Program (YAP) self-contained special education classes will be holding a minimum of 120 minutes (15-30 minutes per content area) of daily live interactions (synchronous), to include required ELD instruction, with students using Microsoft Teams. This time will be used for, but not limited to, taking attendance, assignment explanation, live teaching, or connectedness activities with students. An additional 60 minutes of Asynchronous for Kindergarten and 120 minutes of Asynchronous learning for grades 1-12 and YAP shall be implemented to comply with the States minimum guideline of 180 total instructional minutes for TK-K, 230 instructional minutes for 1-3 grades and 240 instructional minutes for 4-12 and YAP in a day inclusive of reengagement strategies to mitigate distance learning deficits. Live interaction must not occur during the designated lunch period. The remainder of the 7.5 hour day will be used for professional duties related to distance learning, which may include synchronous or asynchronous support; provision of ELD instruction;

provision of physical education, art, or music activities; provision of designated IEP services; completion of student engagement records; as well as designated teacher prep and office hours/support time.

- ii. In accordance with the 2020-2021 CDE Minimum requirements for distance learning, TK-8<sup>th</sup> grade teachers, will provide instruction for core classes on Monday, Tuesday, Thursday and Friday for a minimum of 180 total instructional minutes for TK-K, 230 instructional minutes for 1-3 grades and 240 instructional minutes for 4-8 grades, using Teams as indicated on the daily schedule contained under the teaching and learning models for Return to School ([www.mantecausd.net/returntoschool](http://www.mantecausd.net/returntoschool)). On Wednesdays, each teacher shall conduct synchronous student interaction with all core class periods for a minimum of 180 total instructional minutes for TK-K, 230 instructional minutes for 1-3 grades and 240 instructional minutes for 4-8. This time will be used for, but not limited to taking attendance, assignment explanation, live teaching, or connectedness activities with students. The remainder of the 7.5 hour day will be used for professional duties related to distance learning, which may include synchronous or asynchronous support; completion of student engagement records; provision of ELD instruction; provision of designated IEP services; reengagement and academic supports to mitigate distance learning deficits; as well as designated teacher prep and office hours.
- iii. In accordance with the 2020-2021 CDE Minimum requirements for distance learning, 9-12 grade teachers, PE, Music, band, orchestra, electives and specialty classes will provide instruction to three class periods a day, on Monday thru Friday for a minimum of 40 minutes synchronous instruction with a 30 minute asynchronous period and a designated support time at the end of the day, using Teams as indicated on the daily schedule contained under the teaching and learning models for Return To School ([www.mantecausd.net/returntoschool](http://www.mantecausd.net/returntoschool)). This time will be used for, but not limited to taking attendance, assignment explanation, live teaching, or connectedness activities with students. The remainder of the 7.5 hour day will be used for professional duties related to distance learning, which may include synchronous or asynchronous support; completion of student engagement records; provision of ELD instruction; provision of designated IEP services; reengagement and academic supports to mitigate distance learning deficits.
- iv. When providing distance learning, academic content, classwork, independent work, assignments, projects, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, teacher-developed formative assessments, interventions, and instructional methodology used shall be at the discretion of the classroom teacher and shall be aligned to the District adopted base curriculum. District and state assessments shall be implemented according to District and state guidelines.

- v. Special Education teachers shall work collaboratively with core content teachers via virtual platform(s) to adapt learning experiences to meet the needs of students in a digital learning environment. This includes ensuring accommodations, modifications, and the appropriateness of lessons and activities as documented in the student's IEP. Per section 4, RSP Teachers shall be added, (specifically as a team-teacher or co-teacher when feasible) to the general education teacher's classroom's digital platform.
- a. Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate to enable all students' access to the same learning opportunities.
  - b. Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities and deliver live to students so that they can be performed at home.
  - c. Resource teachers (inclusive of grades K-8 & grades 9-12), in collaboration with site administrators, shall determine how service minutes will be delivered in compliance with the student's IEP. (i.e. a RSP teacher may hold "pull out sessions" to deliver instruction via a virtual platform, and/or "push in" in coordination with the general education teachers digital classroom)  
Elementary RSP minutes based on percentage of minute's example: 20 minutes of live instruction via Teams and 20 minutes of independent work for a total of 40 minutes per day to support student's goals. This time will be scheduled to support the student's general education programming. Schedule will be shared by the teacher. (Please update the time to reflect the appropriate percentage from the current IEP. See percentage chart) Total minutes should equal the minutes according to the percentage chart.

Virtual tools shall be used to hold any necessary annual IEP meetings and triennial meetings (in which the assessments have been done by all parties listed on the signed assessment plan) to meet and collaborate on a student's IEP. Triennials and initials requiring assessment in person shall only be conducted by scheduled appointment, following PPE guidelines and social distancing to the greatest extent possible to comply with State and Federal timelines. During any time that school sites become reopened (in hybrid or in full), all initial IEPs requiring assessment shall be held in accordance with State and Federal timelines. In specific cases (to be determined in collaboration with site administration), IEP assessments and meetings may be held in person only by observing current guidelines pertaining to PPE and physical distancing. The following will be the priority for assessments:

1. Initials with signed assessment plan.
2. Triennials with signed assessment plans.
3. Any upcoming triennials that will be due.
4. Any new Initial requests.
5. Follow up on assessment plans that are out and have not been returned yet.

6. Triennials that should have been done but no assessment plan has been signed. (60 day timeline)
  - vi. If the State and San Joaquin County Public Health allow for specialized one-to-one or small group instruction for students with special needs and/or students that are English Language Learners on campus, the District will require appropriate physical distancing protocols and provide appropriate PPE supplies to students and unit members participating in such specialized instruction.
- 5) Unit members who have questions regarding eligibility for any leave should contact Human Resources. The parties agree that unit members who are unable to meet the expectations included in this MOU shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement. The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any COVID-19 Federal and/or State leave benefits.
  - 6) In the event that the San Joaquin County Public Health Officer or the Governor orders a closure of school campuses to the public, supervisors will be able to direct staff to work from home.
  - 7) In the event of moving from either Full In-Person Attendance (Phase 3) or from Hybrid (Phase 2) model to Distance Learning (Phase 1), attendance and instruction will continue with students as noted in item 4 above. Upon returning to school from distance learning to Full In-Person Attendance (Phase 3) or to a Hybrid model (Phase 2), unit members will be notified a minimum of three days before a return to on-site instruction continues. Within the notification window, distance learning shall continue; however, the last day of the window shall be designated as time for site administration to meet with returning unit members for a maximum of 60 minutes, continued provision of Distance Learning to students, with the remainder of the time being unencumbered preparation time for the unit members.

**In the event of movement to a Hybrid Learning Model (Phase 2):**

- 8) During the 2020-21 school year to address safety and health concerns arising out of the current COVID pandemic, student attendance shall follow alternate day scheduling (Phase 2). The five-day work week (Monday through Friday) for all bargaining unit members shall include five days in person instruction with one of the five days either late start Wednesday or Minimum day early release.
- 9) For the time the state, county and/or local government agencies suggest physical distancing for the health of its residents, the district may adopt a plan that allows for physical distancing of the students assigned to a teacher-of-record's class roster to attend in-person learning two days per week as part of cohort Group A and for the other portion of the students assigned to the roster to attend in person learning two other days per week as part of a stable classroom cohort Group B. The cohort A and B groups remain as a single class roster, not two separate and distinct rosters. During Phase 2 instruction with each cohort will take place as follows:

- a. Group A cohort shall attend in person learning on Mondays and Thursday of each week. Group b shall participate virtually on Monday and Thursday of each Week.
- b. Group B cohort shall attend in person learning on Tuesday and Friday of each week. Group A shall participate virtually on Tuesday and Friday of each week.
- c. Wednesdays will be assigned for both Group A and Group B cohorts to receive distance learning (Synchronous and Asynchronous)  
For Elementary, an early release minimum day will be established for every Wednesday of the school year. These days except for the 10 established flex days and the 10 established parent conference days shall be utilized for collaboration and professional development. Types of professional development can include but is not limited to:, utilizing assessments to guide instruction, IEP assessment, Keenan trainings, essential standards, professional learning communities, SEL, grade level collaboration, collaboration for IEP/504 students, training for distance learning and in-person learning, synchronous or asynchronous support. For the 10 established flexible minimum days, in Phase 1 and Phase 2, members have the option to work remotely, if members choose to work remotely it will require an assurance that the same level of robust instruction intervention or support will be provided as outlined in section 4. Unit members will be provided a list of assurances to review and agree to in writing with their site administrator/director. If assurances are not met a meeting will be established to determine ability to continue working remotely.
- d. For Comprehensive High Schools the Late Start Wednesday waiver will be in affect and the calendar days will continue.
- e. Teachers of PE, band, choir, orchestra, dance, and other specialty classes shall also follow the Phase 2 Hybrid schedule and collaborate with site administration to develop and implement COVID safety measures for these specialized classes.

10)When providing distance learning, academic content, classwork, independent work, assignments, projects, asynchronous instruction, and live interaction shall be combined to meet the daily minimum minutes per grade level. Daily lesson plans, teacher-developed assessments, and instructional methodology shall be at the discretion of the classroom teacher and shall be aligned to the District adopted curriculum. District and state assessments shall be implemented according to District and state guidelines.

When providing daily instructional minutes in a Hybrid model (Phase 2), any in-person learning student schedule and any distance learning student schedule shall occur within the bargaining unit member's 7.5-hour workday.

Physical Distancing

11)When the Board or their designee authorize, the district shall implement a hybrid schedule (Phase 2) to reduce class sizes to provide physical distancing.

12)Physical distancing will be maintained to the extent practicable between students, between staff and students, and between all staff during their lunch.

**In the event of movement to full day-in person learning model (Phase 3):**

- 13) In Phase 3 Model, comprehensive high schools will continue to utilize the existing 4 period block schedule with the inclusion of extra prep time and the support time dedicated as part of the reengagement strategies and to mitigate distance learning deficits. Elementary schools will continue the collaborative/PD Wednesday model with early release.
- 14) For alternative schools, alternate schedules may be developed on a site-by-site basis. These schedules shall be comparable with the workload and school day for other TK-12 teachers and students but allow for greater flexibility to address individual student needs.
- 15) The District and MEA recognize the benefits to establishing an Online Academy that provides an option for students to participate in Distance Learning for the entire year. The Online Academy will provide the following:
  - a. Unit member will have a caseload of no more than 40 students.
  - b. Unit member May volunteer to take up to two extra students on caseload for an additional \$200 per month
- 16) The District will provide an early retirement incentive to eligible unit members consistent with the Supplementary Retirement Plan through Public Agency Retirement Services. The incentive provides two different benefit levels dependent on the effective date of the unit member's retirement (i.e., PARS 60% of final pay plan for those members who resign/retire effective January 4, 2021 and PARS 20% of final pay plan for those members who resign/retire effective June 30, 2020). The availability of this retirement incentive is contingent on a minimum participation level or fiscal objective being met as determined by the Board of Education. A member must decide on an effective resignation/retirement date upon plan enrollment and provide notification of this decision by submitting a District Letter of Resignation by November 6, 2020. If the fiscal objectives are not met, this retirement incentive will not be implemented, and any resignation/retirement letters tendered to participate will not be processed. The early retirement benefit is subjective to further discussion with PAR for financial review and percentages may change based on new data of retirees.
- 17) The District and MEA agree to negotiate the effects of any changes in county, state or federal law/mandates which invalidate language in this MOU.
- 18) This MOU shall expire June 30, 2021 and may be extended by mutual agreement of the parties.

Nothing in this MOU shall be construed as establishing past practice or precedent. Agreed to on this 21st day of August 2020, in Manteca, California.

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Kris Hensley  
Lead Negotiator  
Manteca Educators' Association

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Roger Goatcher  
Deputy Superintendent  
Manteca Unified School District