Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by the Acton Agua Dulce Unified School District ("District") and the Acton Agua Dulce Teachers Association ("Association") regarding working conditions during the coronavirus pandemic for the 2020-2021 school year. The parties agree as set forth below.

I. Adherence to the Health Guidelines:

Acton Agua Dulce Unified School District shall comply with all of the directives of the Los Angeles County Department of Health and California Department of Health applicable to the K-12 public schools. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines

II. District COVID 19 Safety Plan

The district shall provide the association with a detailed safety plan to include:

- (a) Actionable workplace policies and practices to protect employee and student health
- (b) Clear and feasible measures to ensure physical distancing
- (c) Measures and protocols to ensure infection control and containment
- (d) Clear protocols for timely communication with staff, students, families, and the public

III. Physical Distancing (so long as required by public health orders and directives)

A. Classroom Space

Per current guidelines outlined by the County of Los Angeles Department of Public Health, the District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces. All workspaces must be clearly and visually demarcated prior to the start of any in-person learning. Furniture other than student desks and chairs may be removed to maximize space for physical distancing as long as educators have a location on-site that complies with physical distancing guidelines to conduct professional duties.

B. Student Recess/Break and Lunch

When students are present on District facilities, the district will provide a space for students to eat that prevents unnecessary congregation, eliminates additional in-person contacts, allows for appropriate physical distancing considering that face coverings cannot be worn while eating and/or drinking.

C. One-way Directions/Movement

The district will insure, to the extent practical, that movement through buildings is unidirectional and maximizes physical distancing. Directional markers as well as physical distancing markers should be used.

D. Multiple and assigned entry points

If the district requires a unit member to monitor ingress and egress locations outside of the required work day, he/she shall be compensated at the committee rate of \$32/hour or portion thereof for time worked beyond the duty day.

E. Recess (when students are present)

Unit members will not be required to supervise scheduled student breaks at recess and lunch. Educators may be required to escort students from the classroom to other campus locations as long as each unit member is able to take the full duty-free time allocated in the CBA.

IV. Staff Meetings and Professional Development

The district shall not require in-person staff meetings or professional development unless health and safety protocols in effect at the time of the meeting can be practiced during the meeting. Staff meetings and professional development may be presented in-person following health and safety protocols or virtually and recorded.

- (a) The district shall develop a plan to provide professional development opportunities on health and safety, the use of technology, pedagogy, and instruction delivery for distance and hybrid learning models and shall identify which opportunities are mandatory as part of Article 7 and which are voluntary. Attendance and participation at professional development opportunities identified as voluntary shall compensated at the hourly rate of \$32.00 Unit members shall be compensated at their daily rate or portion thereof for attendance and participation at professional development opportunities identified as mandatory.
- (b) When attending virtually, educators shall have the camera on, when possible during the Professional Development period.
- (c) Whenever possible the district will provide recordings of training sessions presented for continued review and professional learning.
- (d) Bargaining unit members who participate in pre-approved opportunities authorized by a district administrator related to distance or hybrid learning outside regular work hours, upon confirmed attendance, shall be paid at district hourly rate. Prior district or site administrator approval is required for payment. Information regarding training opportunities shall be communicated by administration with all bargaining unit members via email.

V. Personal Protective Equipment (PPE) or Essential Protective Gear (so long as public health orders and directives are in place)

A. Masks, Face shields, and drapes

The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus. Educators with health issues preventing standard compliance with health and safety protocols must schedule a meeting with HR to engage in the interactive process.

B. N95 Masks

Unit members that care closely for individuals who get sick at any worksite or have a high number of daily workplace contacts will be provided with N95 masks.

VI. Other Health and Safety Issues (so long as public health orders and directives are in place)

A. Daily Cleaning and Disinfecting

The District will clean and disinfect daily all classrooms, restrooms, and workspaces, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Educators may not bring or use cleaning items not provided by the school administrator that are approved for use in student settings during student hours.

B. HVAC

The District will make sure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals. Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

C. Health Screening Testing, Notification, and Contact Tracing

The District shall ensure all students and employees, are checked for symptoms daily prior to entering school using screening questions that may be completed at home. All visitors to campus shall be checked for symptoms using screening questions and temperature checks by a district employee prior to entering campus. Those with any symptom consistent with COVID-19 shall be denied entry. Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

D. Handwashing

Students and employees shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered or exited.

E. Hand Sanitizer/Soap

The District shall comply with the following hand washing logistical requirements:

- a) every room with a sink shall be stocked with soap, hand sanitizer, and paper towels;
- b) every classroom shall be provided hand sanitizer;
- c) non-classroom workspaces shall be provided hand sanitizer;
- d) all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

F Visitors

To reduce the potential contact of COVID, the district shall accept and enforce a no visitor/volunteer policy on campus.

G. Leaves

Unit members shall continue to have access to all applicable leaves set forth in the Collective Bargaining Agreement. Further, the District will comply with all modifications to state and federal leave laws adopted in response to the coronavirus pandemic.

VII. REASONABLE NOTICE

The District will provide advance notice to the Association prior to the transition to a different instructional model (e.g. hybrid, modified traditional or traditional but in no event less than ten work days.

VIII. SCHEDULING (and Related instructional issues)

While distance learning is in effect, the District shall develop schedules that insure preparation time built into the secondary schedules will include a minimum of 100 weekly minutes per standard instructional week, in addition to any preparation period that is part of a teacher's regularly scheduled teaching assignment. Elementary schedules shall include a minimum of 300 weekly minutes of preparation time in a standard instructional week. Sample schedules are attached hereto as Exhibits A, B1, B2, and C.

A. Bargaining Unit Member Expectations

Bargaining unit members shall conduct daily live interaction with students. Bargaining unit members shall comply with all mandates set forth in Senate Bill 98 including responsibility for instructional minutes and attendance accounting. Bargaining unit members shall have reasonable discretion in determining the means and method for providing distance learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum. Under the current distance learning model, 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, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

B. Office Hours/Interactive Instruction

Office hours/interactive instruction for distance learning shall be scheduled each week in compliance with mandated attendance and engagement policies set forth by the California Department of Education and Los Angeles County Office of Education. Bargaining unit members shall provide advance notification to students and parents if a change to the schedule is necessary.

C. Syllabus

Bargaining unit members shall develop and post a syllabus with information on accessing the District's LMS system, virtual curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction.

D. Grading and Accountability

The association reserves the right to exercise their right to consult on any grading policy.

The association recognizes that the district reserves the right to determine its grading policy and expectations.

E. Alternate days scheduling (A/B)

Should the District adopt a hybrid learning schedule, the Association reserves the right to negotiate the impacts, effects, and any other mandatory subjects of bargaining implicated by the model.

IX. Miscellaneous Provisions for Hybrid and/or Distance Learning

A. Preparation for Instruction

- (a) District shall provide up to an additional 20 hours of voluntary staff development time prior to or during the first quarter (on the secondary schedule). The content of such staff development time shall be determined by the Professional Development Council.
- (b) Two of the three pre-service contractual days will be dedicated to teacher directed planning and collaboration.

B. Increased Workload

AATA reserves the right to explicitly bargain any workload change compensation.

C. Pay/Benefits

While working under any district adopted learning model, bargaining unit members shall continue to receive compensation and benefits as set forth in the collective bargaining agreement. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Any additional duties that occur outside of work hours and are directly related to the safety mandates or resulting from the pandemic (ie. monitoring ingress-egress) shall be considered extra duty and paid at district hourly rate of \$32/hour or portion thereof.

D. Working Remotely

During distance learning, bargaining unit members may elect to work from home. The District reserves the right to direct individual unit members to return to their worksites for good cause (e.g. a substantial reason such as the repeated failure to deliver effective instruction from home).

(a) The District shall issue a minimum of two written specific warnings with constructive interventions prior to invoking this provision. In such event, the District will schedule a meeting with the Association President (or designee) and unit member to discuss the rationale and return timeline. If any written warnings issued under this section will not be placed in the unit members personnel file and will be destroyed upon the culmination of the distance learning model. Nothing set forth in this paragraph prohibits the District from implementing disciplinary action under the Collective Bargaining Agreement or the Education Code.

E. Access to Worksite

Unit members working from home may access their classroom/office during regular school hours with reasonable advance notice to site administrators. The district reserves the right to require unit members participate in a health screening prior to entry. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations.

F. Equipment, Training, and Technical Support

- (a) The District shall provide all necessary equipment, internet connections, and any other necessary equipment to deliver distance learning on site. If an individual elects to work from home or another location off site, the unit member is responsible for ensuring all equipment and/or services are available at their own expense.
- (b) All supplies normally provided to bargaining unit members will be available at members' regular work site using the usual process for requesting and acquiring needed supplies. Supplies may be picked up from the work site by bargaining unit members employing all health and safety measures in effect at that point in time. Each FTE position within the bargaining unit will be allocated up to \$500 for purchases that improve and enhance the distance learning model by providing learning support programs or materials or for professional development registration fees related to their job assignment. Job share assignments will be allocated a total of \$500 for the FTE. Bargaining unit members shall submit a Purchase Requisition Form to their supervisor between August 10, 2020 (or date agreement is signed) and September 30, 2020 when using this provision of the MOU. Purchases must be made using the district's normal purchasing protocols (Purchase Requisition submitted to the supervisor for approval, Purchase Order submitted by site for Business Office approval, item purchased when approved PO is received back at the site). Multiple Purchase Requisitions may be submitted by bargaining unit members as long as the total amount per FTE does not exceed \$500 and the requisition is submitted by 4:30 p.m. on September 30, 2020. Each bargaining unit member will receive an electronic copy of the Purchase Requisition Form to facilitate use of their allocation. (c) Staff shall not be liable for damage to District equipment.
- (d) Staff shall have access to District printing facilities and materials. The site administrators will consult with unit members on the means and methods of distribution to students.
- (e) The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.
- (f) In the absence of current adopted materials the district will consult with the department or grade level cohorts to determine suitable materials for purchase.

G. Evaluation

Certificated staff will be evaluated if they are probationary or are due to be evaluated this school year per the cycle established by the collective bargaining agreement. The evaluation process will be followed with all meetings held virtually. In the vent the State alters the

requirements for teacher evaluation, the parties agree to meet to discuss the new guidelines.

H. Class size discrepancies contingent on district needs

The association reserves the right to bargain if the district need constitutes discrepancies in class size.

X. Term of Agreement

- (a) This MOU shall remain in effect until June 30, 2021 or until public health orders and directives related to the coronavirus pandemic are lifted, whichever occurs first. The situation is fluid and accordingly, either party may reopen this MOU at any time by giving notice to the other party.
- (b) In order to provide families and students with a consistent and predictable learning environment the parties agree that the district will continue the distance learning instructional model through October 16, 2020 (the first quarter at the secondary level).
- (c) In the event state guidelines change to require in-person instruction, the parties agree to meet and negotiate a return to work to the extent required by law.

August 7, 2020

AATA President, Melissa Trusel:

AATA Vice President, Nicole Chun:

Assistant Superintendent, Kimberlee Shaw:

Exhibit A: (Meadowlark)

Monday		Tuesday		Wednesday		Thursday		Friday		
8:00-8:30		8:00-8:30		8:00-8:30		8:00-8:30		8:00-8:30		
Teacher Prep		Teacher Prep		Teacher Prep		Teacher Prep		Teacher Prep		
8:30-9:00		8:30-9:00		8:30-9:00		8:30-9:00		8:30-9:00		
Morning Meeting, SEL,		Morning Meeting, SEL,		Morning Meeting, SEL,		Morning Meeting, SEL,		Morning Meeting, SEL,		
Calendar and attendance		Calendar and attendance		Calendar and attendance		Calendar and attendance		Calendar and attendance		
*9:00-10:30		9:00-10:30		9:00-10:30		9:00-10:30		9:00-10:30		
Block 1		Block 1		Block 1		Block 1		Block 1		
	rect, small group	Instruction-direct, small group		Instruction-direct, small		Instruction-direct, small		Instruction-direct, small		
instruction,	& independent	instruction, & Independent work		group instruction, &		group instruction, &		group instruction, &		
V	work			Independent work		independent work		independent work		
10:30-10:50am		10:30-10:50am		10:30-10:50am		10:30-10:50am		10:30-10:50am		
Movement & Snack Break		Movement & Snack Break		Movement & Snack Break		Movement & Snack Break		Movement & Snack		
								Break		
10:5	0-12:00	10:50-12:00		10:50-12:00		10:50-12:00		10:50-12:00		
BI	ock 2	Block 2		Block 2		Block 2		Block 2		
Instruction-direct, small group		Instruction-direct, small group		Instruction-direct, small		Instruction-direct, small		instruction-direct, small		
instruction,	& independent	instruction, & independent work		group instruction, &		group instruction, &		group instruction, &		
V	work .			independent work		independent work		independent work		
12:00-	12:00-12:45pm		12:00-12:45pm		12:00-12:45pm		12:00-12:45pm		12:00-12:45pm	
Lunch		Lunch		Lunch		Lunch		Lunch		
12:45-3:05pm		12:45-3:05pm		12:45-3:05pm		12:45-3:05pm		12:45-3:05pm		
Students	Teacher	Students	Teacher	Students	Teacher	Students	Teacher	Students	Teacher	
Independent Reading Teacher meeting as assigned Continue Independent work	Prep (12:45- 1:15) Student Support (1:15-2:15) **Parent communication as needed (2:15- 3:05)	Independent Reading Teacher meetings as assigned Continue Independent work	Prep (12:45- 1:15) *Student Support (1:15- 2:15) **Parent communication as needed (2:15-3:05)	Independent Reading Treacher meetings as assigned Continue Independent work	Prep (12:45- 1:15) Staff Meetings/PD (as per contract 3:15- 4:30) Student Support (1:15- 3:05)	Independent Reading Teacher meeting as assigned Continue independent work	IEP's as needed (12:45-3:05) Student Support/ Prep/Parent Communication (12:45-3:05 if no IEP is scheduled)	Independent Reading Teacher meetings as assigned Continue independent work	Prep (12:45- 2:15) Parent Comm. as needed/ Student Support (2:15-3:05)	

Exhibit B1: (High Desert 5/6)

Monday	Tuesday		Wednesday		Thursday		Friday		
7:50-8:20	7:50-	7:50-8:20		7:50-8:20		7:50-8:20		7:50-8:20	
Teacher Prep	Teacher Prep		Teacher Prep		Teacher Prep		Teacher Prep		
8:20-8:50	8:20-	8:20-8:50		8:20-8:50		8:20-8:50		8:20-8:50	
Morning Meeting, SEL,	Morning Meeting, SEL,		Morning Meeting, SEL,		Morning Meeting, SEL,		Morning Meeting, SEL,		
Calendar and attendance	Calendar and attendance		Calendar and attendance		Calendar and attendance		Calendar and attendance		
8:50-10:20	8:50-10:20		8:50-10:20		8:50-10:20		8:50-10:20		
Block 1		Block 1		Block 1		Block 1		Block 1	
Instruction-direct, small group		Instruction-direct, small group		Instruction-direct, small		Instruction-direct, small		Instruction-direct, small	
instruction, & independent	instruction, & inc	instruction, & independent work		group instruction, &		group instruction, &		group instruction, &	
work				independent work		Independent work		independent work	
10:20-10:40am	10:20-10:40am		10:20-10:40am		10:20-10:40am		10:20-10:40am		
Movement & Snack Break	Movement & Snack Break		Movement & Snack Break		Movement & Snack Break		Movement & Snack		
							Break		
10:40-11:50	10:40-11:50		10:40-11:50		10:40-11:50		10:40-11:50		
Block 2	Block 2		Block 2		Block 2		Block 2		
Instruction-direct, small group	Instruction-direct, small group		Instruction-direct, small		Instruction-direct, small		Instruction-direct, small		
Instruction, & independent	instruction, & independent work		group instruction, &		group instruction, &		group instruction, &		
work	11.50.00		independent work		independent work		independent work		
11:50-12:30pm	11:50-12:30pm		11:50-12:30pm		11:50-12:30pm		11:50-12:30pm		
Lunch	Lunch		Lunch		Lunch		Lunch		
12:30-2:20pm	12:30-2			2:20pm		2:20pm		2:20pm	
Students Teacher	Students	Teacher	Students	Teacher	Students	Teacher	Students	Teacher	
• Independent • Prep (12:30-	• Independent	Prep (12:30-	Independent	Prep (12:30-	• Independent	• Prep (12:30-	Independent	Prep (12:30-	
Reading 1:00)	Reading	1:00)	Reading	1:00)	Roading	1:00)	Reading	1:00)	
• *Teacher • IEPs (1:00-2:00		 Student 	• *Teacher	 Student 	 Teacher 	 Student 	• *Teacher	● IEPs (1:00-	
meetings as • **Parent	meetings as	Support (1:00-	meetings as assigned	Support (1:00- 2:00)	meetings as	Support (1:00-	meetings as	2:00)	
essigned communication Continue as needed (2:00	assigned • Continue	2:00)	Continuo	2:00) • **Parent	assigned Continue	2:00) • **Perent	assigned Continue	**Parent communication	
Independent 2:20)	Independent	communication	Independent	communication	Independent	communication	Independent	as needed	
work	work	as needed	work	as needed	work	as needed	work	(2:00-2:20)	
		(2:00-2:20)		(2:00-2:20)	1	(2:00-2:20)	1	1	

Exhibit B2: (High Desert 7/8)

Period 1	Monday		Tuesday		Wednesday		Thursday		Friday		
Break	Period 1		Period 4		Period 1		Period 1		Period 4		
Period 2	7:50 - 9:10		7:50 - 9:10		7:50 - 8:30		7:50 - 9:10		7:50 - 9:10		
9:15 - 10:35 9:15 - 10:35 8:35 - 9:15 9:15 - 10:35 8:35 - 9:15 9:15 - 10:35 8:35 - 9:15 8:35 - 9:15 9:15 - 10:35 8:35 - 9:15 8:35 - 9:15 9:15 - 10:35 8:35 - 9:15 8:35 - 9:15 9:15 - 10:35 8:35 - 9:15 8:35 - 9:15 9:15 - 10:35 9:15 - 10:3	Break		Break		Break		Break		Break		
Break/Recess Break/Recess Break Break/Recess Break/Beriad Break/Beriad Break/Beriad Break/Beriad Break/Beriad Break/Beriad Break/Beria	Period 2		Period 5		Period 2		Period 2		Period 5		
Period 3	9:15 - 10:35		9:15 - 10:35		8:35 - 9:15		9:15 - 10:35		9:15 - 10:35		
10:50 - 12:10	Brea	Break/Recess		Break/Recess		Break		Break/Recess		Break/Recess	
Suggested Lunch 12:10 - 12:50 Suggested Lunch 12:50 - 1:50 Work Suggested Lunch 12:50 - 2:05 Suggested Lunch 12:50 - 2:05 Suggested Lunch 12:50 - 2:05 Suggested Lunch 12:50 - 2:20 activity, assignments Suggested Lunch 12:50 - 2:20 activity, assignments Suggested Lunch 12:50 - 2:05 Suggested Lunch 12:50 - 2:05 Suggested Lunch 12:50 - 2:20 activity, assignments Suggested Lunch 12:50 - 1:50 Work Suggested Lunch 12:50 - 2:20 Suggested Lunch 12:50 - 1:50 Suggested Lunch 12:50 - 2:20 Suggested Lunch 12:50 - 1:50 Suggested Lunch 12:50 - 2:20 Suggested L	Pe	eriod 3	Period 6		Period 3		Period 3		Period 6		
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12:10 - 12:50 12:10 - 12:50 12:10 - 12:50 12:10 - 12:50 12:10 - 12:50 12:10 - 12:50					Brea	k/Recess					
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Office Hours Independent 12:50 - 1:50 Work 12:50 - 2:05 Prep (ie: reading, physical 1:50 - 2:20 activity, assignments) Suggested Lunch 12:25 - 1:05 TEACHERS STUDENTS Office Hours Independent 11:00 - 11:40 Break 12:50 - 1:50 Work 12:50 - 2:05 (ie: reading, physical activity, assignments) Office Hours Independent 12:50 - 1:50 Work 12:50 - 1:50 Work 12:50 - 1:50 Work 12:50 - 2:20 activity, assignments) Office Hours Independent 12:50 - 2:20 activity, assignments) TEACHERS STUDENTS Office Hours Independent 1:00 - 2:05 Prep (ie: reading, physical activity, assignments)						Break	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			1	
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Prep (ie: reading, physical activity, assignments) (ie: reading, physical activity, assignments) 1:50 - 2:20	12:50 - 1:50	Work	12:50 - 1:50	Work	Break		12:50 - 1:50	Work	12:50 - 1:50	Work	
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Suggested Lunch 12:25 - 1:05 TEACHERS STUDENTS Office Hours Independent 1:05 - 1:50 Work 1:00 - 2:05 Prep (ie: reading, physical	Prep	(ie: reading, physical		(ie: reading, physical	11:45 - 12:25		Prep	(ie: reading, physical		(ie: reading, physical	
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1:05 - 1:50 Work 1:00 - 2:05 Prep (ie: reading, physical					12:	25 - 1:05					
1:05 - 1:50 Work 1:00 - 2:05 Prep (ie: reading, physical					10000						
1:05 - 1:50											
1:00 - 2:05 Prep (ie: reading, physical						SCHOOL SECTION AND DESCRIPTION OF THE PERSON					
Prep (ie: reading, physical					1:05 - 1:50	THE RESERVE AND ADDRESS OF THE PARTY OF THE					
						1:00 - 2:05					
1:50 - 2:20 activity, assignments)					the second feet favil of the second	(ie: reading, physical					
					1:50 - 2:20	activity, assignments)					

Exhibit C: (Vasquez)

