This Memorandum of Understanding ("MOU") is entered into by and between the Temecula Unified School District (hereinafter "District") and the Temecula Valley Educators Association (hereinafter "Association").

WHEREAS, in accordance with Article 7.2.1 of the Collective Bargaining Agreement, the representatives of the District and the Association have met and agreed upon the Association's Insurance Advisory Committee to plan to use their Reserve Account to make a one-time modification to the Health and Welfare premium amount due from each eligible unit member for the months of March 2021, April 2021, May 2021, and June 2021; and

WHEREAS, the parties agree, the Reserve Account balance as of January 31, 2021 is $881,360; and

WHEREAS, all agreed upon provisions shall become effective, March 1, 2021, and shall remain in effect through June 30, 2021, unless the parties meet to negotiate otherwise subsequent to the date of this MOU; and

WHEREAS, this does not make any substantive changes to the existing Collective Bargaining Agreement between the parties.

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. For the March 2021, April 2021, May 2021, and June 2021 pay warrants, to be issued on or about the last day of each month, eligible unit members will receive a flat rate Health and Welfare premium adjustment to reduce active unit members' monthly contribution for Health and Welfare benefits. Retirees shall not be eligible for the flat rate adjustment to Health and Welfare benefits.

2. The monthly flat rate of up to $150 will be contributed to eligible participants for March 2021, April 2021, May 2021, and June 2021.
3. To be eligible for the flat Health and Welfare premium adjustment, active unit members must have continuously participated and made monthly Health and Welfare premium contributions towards the cost of a district's sponsored Health and Welfare program, including at least medical coverage, since October 1, 2020 to the date in which this agreement is executed.

4. If a unit member separates from the District prior to the completion of the four (4) pay period cycle, that is March 2021, April 2021, May 2021, and June 2021, the remaining monthly adjustments shall be returned to the TVEA Health and Welfare Reserve account.

5. If the amount of the flat Health and Welfare premium adjustment exceeds the amount of the unit member's monthly premium contribution, the Reserve contribution will be reduced to the amount necessary to cover the unit member's monthly Health and Welfare premium. Any savings will be returned to the TVEA Health and Welfare Reserve account.

6. The parties agree that all eligible unit members will receive the same flat rate adjustments regardless of their Full Time Equivalency (FTE). It is further understood that eligible unit members may not make benefit plan adjustments, except during Open Enrollment or as required by applicable law.

This MOU is unique unto its own circumstances and shall not be cited as precedent-setting by either party in the future for any purpose other than to implement the terms of the MOU itself.

For the District:  
Francisco Arce  
Assistant Superintendent  
Human Resources Development  
2/8/2021  

For the Association:  
Brian Balaris  
Bargaining Chair  
TVEA  
2/8/2021