SIDE LETTER OF AGREEMENT BETWEEN TEMECULA VALLEY UNIFIED SCHOOL DISTRICT, AND TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA

MIDDLE SCHOOL INTRAMURAL PROGRAM FACILITATION December 10, 2025

This Side Letter Agreement is entered into by and between the Temecula Valley Unified School District ("District") and the Temecula Valley Educators Association ("Association") for the purpose of clarifying the conditions under which Middle School unit members may facilitate intramural activities during their regularly assigned preparation period.

1. Voluntary Use of Preparation Period

The parties agree that, in addition to facilitating intramural activities during their duty-free lunch period as outlined in the Memorandum of Understanding titled, "Athletic Stipends Updates" (dated May 14, 2025), Middle School unit members may also voluntarily elect to utilize their regularly assigned preparation period to facilitate an intramural activity, provided that:

- a. The unit member's preparation period falls during one of the school's regularly assigned student lunch periods; and
- b. The proposed use of the preparation period for intramural facilitation is approved in advance by site administration and meets all of the requirements outlined in the May 14, 2025, MOU.

2. Compensation

A unit member who voluntarily elects to facilitate intramurals during both their duty-free lunch period and their preparation period, and who receives administrative approval to do so, shall be eligible to receive up to two (2) stipends per 3-week intramural activity, provided all expectations and criteria outlined in the Athletic Stipends Updates MOU are met.

Accordingly, it is expressly understood that:

- a. The per diem hourly rate of compensation referenced in Sections 5.8 and 5.9 of the collective bargaining agreement shall not apply to intramural facilitation performed during a unit member's preparation period and/or duty free lunch; and
- b. The "Direct Instruction" per diem hourly rate contained in the Extra Duty Stipend Schedule shall not apply to unit members who elect to facilitate intramurals during their preparation period and/or duty free lunch.

3. Past Practice

This Side Letter Agreement does not establish a past practice and is a non-precedent-setting agreement. It may not be cited to support any particular interpretation of the Collective Bargaining Agreement.

4. Term

This Side Letter shall expire on June 30, 2026.

For the District:

Francisco Arce

Assistant Superintendent

Human Resources Development

12/10/2025

Date

For the Association:

n Balaris 12/10/2025
Date

Bargaining Chair

Temecula Valley Educators Association