

**MEMORANDUM OF UNDERSTANDING
BETWEEN TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
AND TEMECULA VALLEY EDUCATORS ASSOCIATION**

School Closure Related to Coronavirus-19/COVID-19

April 2, 2020

The Temecula Valley Unified School District (“District”) and Temecula Valley Educators Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding the school closure related to Coronavirus-19 (COVID-19). The District and Association are hereinafter collectively referred to as “the Parties.”

The Parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year. The Parties recognize the importance of maintaining safe facilities and operations. The Parties recognize the importance of measures to prevent unit members, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care will be taken to identify potential exposure and prevent the spread of the disease. The Parties agree that continuity of instruction is important, and provisions should be made for District unit members who are impacted by the pandemic.

In an effort to alleviate those impacts, the District wishes to allow teachers--as long as their services are not otherwise required as Disaster Service Workers--and students to engage in a Distance Learning Opportunity model that will provide teachers an alternative method of delivering instruction that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

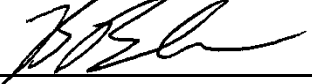
NOW THEREFORE, the Parties agree as follows:

1. Unit members must be available during their regular work hours and shall work remotely for the duration of the emergency school closure. During the mandated period of closure, unit members are not permitted to be on campus without the prior approval of their immediate supervisor. Requests shall only be considered for emergency purposes. However, in the event a limited number of unit members are needed to report to worksites in order to provide essential services that cannot be provided remotely, that determination will be made by the Superintendent and/or Designee and shall not be based on arbitrary or capricious reasons.
2. Unit members shall not be subject to disciplinary action or evaluated on the quality of lesson planning, implementation, content delivery, and/or student assessment associated with distance learning so long as good faith effort is made to meet, provide instruction, post assignments, facilitate virtual office hours and provide timely feedback. The Parties understand that distance learning is a new mode of instruction for many and may require additional time and support.

3. Unit members will not suffer a loss of base pay or benefits relative to their regular schedules for the period of closure or curtailment. Unit members receiving approved stipends shall not suffer a loss of pay of their said stipend during the period of closure. Unit members incurring class size overages or 6/5th assignments shall continue to receive such payments for the days contained in the period of closure.
4. Students will be held "harmless" and will not receive a lesser grade than their current grade as of March 13, 2020, as a result of engaging in Distance Learning Opportunities. Students may, however, be able to earn a higher grade as a result of engaging in Distance Learning Opportunities, and if appropriate, may be assigned credit recovery, as an option. As further clarification: any assignment assigned on March 13 or before may contribute to the student's baseline grade prior to distance learning. Any assignment placed in the IC Gradebook from April 6 through the end of the school year can only serve to maintain or improve a student's overall grade in the course.
5. Unless mutually agreed upon in writing, the current collectively bargained timelines for unit member evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. Those unit members on the evaluation cycle for the 2019-2020 school year may opt to conclude the 2019-2020 evaluation cycle in the 2020-2021 school year. In the alternative, if the bargaining unit member and evaluator agree, the 2019-2020 final evaluation conference may be completed virtually based upon existing 2019-2020 observations and information. Unit members shall not be evaluated on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis.
6. In the event a unit member is unavailable to work from home and/or on site (if required to do so), during their regularly scheduled work hours, they will use the applicable leave time, including HR6201- Families First Coronavirus Response Act leave. As information becomes available, the District will provide guidelines to members on how to qualify and access the leave referenced in HR6201.
7. Any unit member on an approved long-term medical leave prior to and continuing through the closure period shall not be amended, but rather will continue as originally approved until the employee is returned to work by a medical provider. Unit members with pre-scheduled sick and/or personal business may cancel/change their leave status through Frontline Absence Management if they do not intend to use the scheduled leave. The District will inform unit members of the process to cancel/change a pre-scheduled leave.
8. The March Transfer Window deadline noted in the Voluntary Transfer Process Memorandum of Understanding (MOU) signed by the District and TVEA on February 20, 2020, shall be moved from April 6, 2020 to April 13, 2020.
9. This MOU is non-precedent setting and may not be cited to support any particular interpretation of the collective bargaining agreement.

10. This MOU will expire June 30, 2020, unless extended in writing by the Parties.

For the Association:

 4/2/20

Brian Balaris
Lead Negotiator
TVEA

Date

For the District:

 4/2/2020

E. Joe Mueller
Director
Human Resources Development

Date