

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

**2020-2021 HYBRID INSTRUCTION, IMPACTS AND AND EFFECTS  
MARCH 9, 2021**

The Temecula Valley Unified School District (“District”) and Temecula Valley Educators Association (“Association”) enter into this Supplemental Memorandum of Understanding (“Supplemental MOU”) regarding the District’s decision to move to a Hybrid Instructional model, and the negotiable impacts and effects thereof. The District and Association are hereinafter collectively referred to as “the Parties.”

On July 27, 2020, the District entered into a Memorandum of Understanding covering the District’s 2020-2021 gradual reopening plan (“Reopening MOU”). While the District began the year with online instruction, the MOU specifically provided for the eventuality that the District would return to in-seat instruction. Section 2.h of the Reopening MOU states:

The District retains the discretion, to the extent permitted by state and local mandates, to open the District to “in-person” and hybrid instruction models.

Upon transitioning to a hybrid model of instruction, at the elementary level, teaching assignments and class rosters will be adjusted to reflect the needs of the models defined below:

**Online Assignment:** The District will offer a model whereby teachers will be providing virtual instruction only. The students on this teacher’s roster may either receive this instruction at home or in a supervised lab on the school site.

**On Campus Assignment:**

**Elementary:** The District will offer an instructional model in which the teacher will be teaching on site with two cohorts. Each cohort will spend 2.5 hours of instruction in-person with the teacher in either an AM or PM session. The teacher will also provide asynchronous instruction (30 minutes for Preschool, TK and K, 90 minutes for 1-5) for each cohort to complete during the alternate session.

**Elementary Flex:** The District will offer an instructional model in which the teacher will be teaching on site with one of two cohorts. The other cohort will receive all instruction online. Each cohort will spend 2.5 hours of instruction in person (or synchronous online) with the teacher in either an AM or PM session. The teacher will also provide asynchronous instruction (30 minutes for Preschool, TK and K, 90 minutes for 1-5) for each cohort to complete during the alternate session.

**Secondary:** The District will offer an instructional model in which the teacher’s class roster will be divided into two groups. One group will remain online receiving synchronous lessons through a livestream process Tuesday through Friday. The second group (in-person students) will be split into two cohorts (in accordance with room capacity). Cohort A will receive in-person instruction on Tuesday and Wednesday, while Cohort

B will receive in-person instruction on Thursday and Friday (See AABB Secondary Cohort Schedule). When not in person, the cohorts will receive their instruction through the livestream/video conferencing process with the online group. Both groups will receive asynchronous instruction on Mondays.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING IMPACTS AND EFFECTS:

1. Unless modified by this Supplemental MOU, the provisions of the existing collective bargaining agreement, and the Reopening MOU remain in effect, including those provisions related to safety.
2. When the District moves to a hybrid model, all teachers will be able to provide instruction from home on Mondays, as those days are entirely asynchronous (except for homeroom/class meeting) online learning.
3. Secondary Intervention
  - a. Commencing in the second semester of the 2020-2021 year, the District will implement an intervention model at the secondary level. Intervention shall occur at the end of the day in accordance with the cohort schedule adopted by the District. During these times, it is expected that teachers will implement interventions for all students that include small group instruction, targeted intervention, assessment opportunities, and office hours. Further, sites will develop a system to track student participation in intervention.
  - b. Secondary teachers will be able to participate in intervention from home, provided they are able to travel home safely during non-instructional time, and fulfill the conditions outlined in section 2d of the July 27, 2020, Reopening MOU.
4. Elementary Flex
  - a. Participation in Elementary Flex is strictly voluntary though once the Class Lists are complete a member can no longer opt out of this model.
  - b. A unit member may inform their site administrator of their request to provide in-seat instruction in the morning or afternoon so that consideration can be given. Unit members will be assigned/reassigned to positions where they will serve most effectively as determined by the site administrator.
  - c. Teachers who participate in this model of instruction may experience unequal cohort sizes, meaning their in-person instruction students might outweigh their online students, or vice versa.
  - d. In-person instruction students assigned to each cohort will be within the scope of public health guidance.
  - e. Teachers will be able to teach their assigned online students from home, provided they are able to travel home safely during non-instructional time, and fulfill the conditions outlined in section 2d of the July 27, 2020, Reopening MOU
5. Online Assignments
  - a. All teachers who are assigned to full online instruction will be able to work from home Monday through Friday.
  - b. In making Online Assignments for the duration of the 2020-2021 school year, the District shall consider, to the extent practicable and consistent with applicable law, unit members with diagnosed underlying health issues that make them particularly susceptible to COVID-19 in accordance with Section 5(d) of the July 27, 2020 MOU. If positions are still available, the District will seek volunteers for Online Assignments. Finally, if more online teachers are needed, the District will use its right of assignment.

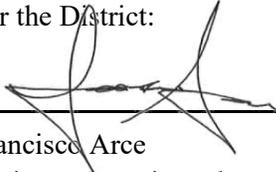
- c. Teachers in Online Assignments will be required to meet the conditions in Section 2d of the July 27, 2020 MOU.
6. Cleaning Procedures: Site/classroom cleanings shall occur in accordance with the attached [Appendix A](#).
7. Substitute Protocols:
  - a. Upon the reopening of schools, the District will attempt to cover teacher absences using on-call certificated substitutes or period substitutes. Whenever possible, a unit member must report absences to the automated substitute caller system as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day.
  - b. Secondary
    - i. When drafting daily lesson plans for absences, middle and high school teachers shall incorporate asynchronous lesson activities that both on campus and online students will complete. Substitutes shall not be required to provide instruction via the video conferencing equipment. Instead, all students will access these activities through the learning management system commonly used by that specific teacher. On campus students will work under the supervision of the assigned substitute while they complete the same asynchronous lesson. The substitute teacher will be responsible for taking attendance for students who are both in-person and online using the site specific system which could use a Google form that will record online students' asynchronous participation.
    - ii. Certificated substitute teachers will not provide virtual intervention to students. Absent unit members shall plan appropriate asynchronous intervention activities or, if prearranged, direct students in need of intervention to a colleague teaching the same course for assistance.
    - iii. Unless emergency or extenuating circumstances, teachers will adhere to the lesson plan criteria noted above. In the event that a teacher's day to day absence extends beyond 5 consecutive days, the District shall place a long term substitute who has been trained to provide first instruction utilizing the video conference equipment. If an absence is pre-scheduled to last 6 or more consecutive days, the district will attempt to cover the entire absence by a trained substitute. Teachers shall be required to provide lesson plans for the duration of the absence unless they are written off work by a medical provider.

Absences extending beyond five days will require the sharing of online platform access information to enable the District to facilitate the continuity of instruction.
  - c. Elementary: When drafting daily lesson plans for absences, elementary teachers shall incorporate lesson activities according to the designated learning model:
    - i. Online Learning - Substitutes will provide synchronous and asynchronous instruction with access to the teacher's LMS and daily lesson plan. A member of the site's office team, administrator or front office, will provide the substitute

- teacher with information to access the teacher's Google Classroom, SeeSaw account, and Zoom.
- ii. On Campus AM/PM - Substitutes will provide synchronous instruction using the teacher's substitute plans for students on campus. Students will access asynchronous lesson activities listed in the Class Meeting and/or shared by the substitute teacher during synchronous instruction.
  - iii. Flex - Substitutes will provide synchronous instruction using the teacher's substitute plans for on campus students. Students will access asynchronous lesson activities listed in the Class Meeting and/or shared by the substitute teacher during synchronous instruction. During the online session, the substitute teacher will provide synchronous instruction with access to the teacher's LMS and daily lesson plan. A member of the site's office team, administrator or front office, will provide the substitute teacher with information to access the teacher's Google Classroom, SeeSaw account, and Zoom.
  - iv. Unit members assigned to the Online Learning model shall have the option of requesting a substitute or using a Partner Teacher position to cover their short term absences. Flex teachers shall have the same option for half day or partial absences of online instruction. In the event that a Partner Teacher will be utilized, the unit member must make administration aware of the arranged plans for Partner teacher usage.
  - v. Partner Teacher coverage and responsibilities shall be in accordance with the Substitute Protocols outlined in Appendix H.
8. New technological training program: Secondary teachers will receive training related to the technology devices, set-up, and use for the live streaming/video conferencing. Set-up and basic tech training will occur asynchronously before teachers have access to the materials and both asynchronously and synchronously once the materials are made available. During the first week of second semester, training will occur during a portion of the time that is designated for intervention. In addition, training related to additional resources, pedagogy, content specific strategies, etc. will continue throughout the semester.
9. In the event that the District determines it necessary to use an online unit members empty classroom, the unit member shall be notified. The District reserves the right to use all vacant classrooms without notification during emergencies or due to extenuating circumstances.
10. Employee Testing
- a. District will implement COVID Testing in accordance with CDPH/Riverside County guidelines.
    - i. There will be no out of pocket cost to employees for the test (insurance may be billed).
    - ii. Testing of employees due to potential exposure will be offered during the employee's work day and at the employee's place of work to the extent possible. If testing is not available at a unit member's work location, they may report to a centralized location at the District office without the need to use contractual leave.
    - iii. Self administered asymptomatic testing will be offered during the employee's work day and at the employee's place of work.

- iv. If applicable, employees being tested in accordance with the District program will be paid mileage at the IRS rate for travel to the testing location.
  - b. If the District is required to mandate testing, the District and TVEA agree to meet and negotiate the impacts and effects of the mandate.
11. Teachers who choose to travel home during the workday will not be considered “on duty” during the commute time.
12. Workday
- a. Non-flex elementary special education teachers will remain on campus for the duration of the school day.
  - b. All unit members (Pre-K through Adult) without a classroom roster will remain on campus for the duration of the school day.
  - c. These unit members may be required to work with students on their caseloads in person and/or online.
  - d. For the purpose of this section, a “caseload” is not considered a “classroom roster.”
13. All unit members without a classroom roster may work from home on Mondays provided they can meet the applicable criteria outlined in Section 2d July 27, 2020 Reopening MOU.
14. Unless modified by this MOU, the provisions of the existing collective bargaining agreement and the July 27, 2020 Reopening MOU remain in effect.
15. This Supplemental MOU is non-precedent setting and may not be cited to support any particular interpretation of the collective bargaining agreement.
16. This Supplemental MOU will expire June 30, 2021, unless extended in writing by the Parties.

For the District:

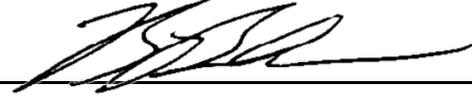


Francisco Arce  
Assistant Superintendent  
Human Resources Development

3/9/2021

Date

For the Association:



Brian Balaris  
Bargaining Chair  
Temecula Valley Educators Association

3/9/2021

Date