MURRIETA VALLEY UNIFIED SCHOOL DISTRICT and
MURRIETA EDUCATORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING M-20-21-07
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE 2020-21 SCHOOL YEAR
HYBRID LEARNING MODEL
December 16, 2020

The Murrieta Valley Unified School District ("District") and the Murrieta Educators Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement and prior MOUs between the Parties that are in conflict for the duration of this Hybrid Reopening MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect. The District will implement a Hybrid Instructional Model when county and or state health guidelines allow for it. The Mandated Virtual Instruction MOU will remain in place until the Hybrid Instructional Model is implemented for each level.

Consistent with guidance provided by the CDPH and Office of the Governor, the Parties agree to the following:

1. DEFINITIONS

1.1 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.

1.2 "Personal Protective Equipment" – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person-to-person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, barriers, gloves, goggles, etc.

1.3 "Physical Distancing" – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

1.4 "Strategic Planning"- Time block in the daily schedule set aside for teacher and/or district-directed activities. Activities in this time block can be used for, but not limited to, lesson preparation, communication with students or parents, collaboration, small group or individual student instruction, evaluation of student progress, participation in IEPs/504s/SSTs, and/or professional development. The intention is for the majority of this Strategic Planning time to be for teacher-directed use.

2.0 HYBRID INSTRUCTIONAL MODEL

2.1 "Hybrid Model" - combines on campus learning and virtual, at-home learning. This model provides students with flexibility to meet their instructional needs and maintain school connections. In the hybrid model, class sizes would be approximately half ofthe traditional class size. Students at the secondary level would be on campus up to two days per week and participate in virtual learning up to three days per week. Students at the elementary level would be on campus four days per week and participate in virtual learning once per week.

2.2 ELEMENTARY HYBRID INSTRUCTION

Unless otherwise noted, all provisions outlined in the COVID-19 Opening of Schools MOU shall continue to apply during Hybrid Instruction.

Regardless of instructional model (full hybrid/full virtual/combination), the following shall be true for elementary unit members for the duration of hybrid instruction:

ASSIGNMENT/REASSIGNMENT

Virtual Instruction Temporary Reassignment and Selection Process for Hybrid reopening:
It is the District's intent to minimize disruption to the extent possible when assigning existing certificated staff to provide instruction to students based on their instructional model selection. All classroom teachers shall work in collaboration with the District_to determine which instructional model they will be assigned based on student registration.

Prior to the start of hybrid instruction, each teacher will inform administration of their preference of

- Teaching both in person and virtual
- Teaching virtual only
- Teaching in-person only

As we transition from a full virtual to a virtual and in-person program, the District will work with each school site to examine student registration and to determine teacher assignments. Efforts will be made to resolve scheduling of staff and students at the site and grade level. The District will make final staffing determinations based on student registration, teacher model preference, and budget considerations.
When a full-time virtual instruction assignment is determined and a vacancy exists, as determined by the Superintendent or designee, the following procedures shall be followed:

Full time virtual instruction positions will be first prioritized by those who have current doctor's orders that outline work restrictions that require a work from home accommodation and have been reviewed through the ADA interactive process.
Additional unfilled virtual positions will be selected utilizing the following steps:

1. The District shall post and notify all teachers of full-time virtual instruction assignment vacancies via district email. The vacancy shall contain the title and a brief description of the position, the credential requirements for the position, and a closing date which is at least three (3) workdays following the posting date.
2. The teacher's voluntary request for an available virtual instruction assignment must be received via email by Human Resources by the closing posted date.

a. The Human Resources Department will review all requests for credential qualifications. The Human Resources Department will email a spread sheet containing all interested teachers to Principals and Educational Services for review. A copy of the spreadsheet will also be emailed to the MEA President.
b. Positions will be staffed based on district-wide seniority.
c. The Human Resources Department will notify the bargaining unit member of the reassignment.
d. Reassignment interviews will only be conducted in the event of a seniority tie.

NOTE:

- Virtual Instruction assignments will be supervised by an assigned Site administrator.
- Selected unit members understand virtual instruction positions are only for the current school year. At the conclusion of the 2020-2021 school year, all unit members who were reassigned either voluntarily or involuntarily for hybrid/virtual instruction will be placed back in their current 2020 assignment. Reassignments and transfers for the 2021-2022 school year shall adhere to Article 11 of the Collective Bargaining Agreement.

TIMELINES:

1. All teacher assignments shall be finalized at least 10 workdays prior to the start of hybrid in-person instruction.
2. At no time shall a teacher be required to teach in both an in-person and virtual model simultaneously.
3. Administration shall field any parent concerns regarding the need for a student's class/teacher reassignment.

All unit members who have elementary school-aged children who will be enrolled in the hybrid model shall have the opportunity to submit their preference for which cohort (am or pm) said children will be enrolled.

PREP PRIOR TO REOPENING

1. For two consecutive workdays, determined by the District in collaboration with MEA, prior to the start of hybrid in-person instruction, teachers will provide live instruction only from 8:00am-9:00am. The remainder of each day will be teacher-directed prep time. Teachers will not be required to attend any non-emergency meetings during these days.
2. All student seating will be arranged by custodial staff, in compliance with 6-foot physical distancing requirements, prior to the first day of the hybrid implementation.
3. Each grade level will consult with their lead teacher to develop a materials list for each classroom which will purchased by the site.

In-person classes shall be no larger than approximately half the number of students on the traditional roster, not to exceed 17 students, and that can be accommodated by the six-foot physical distancing requirement.

1. Classroom assignments and balancing will be done, as needed, based upon-student registration.
2. If needed, administrators at each site will collaborate with each grade level or departmental team to develop tentative rosters for virtual and hybrid classes. All teachers will be provided with preliminary class rosters five days prior to the start of hybrid in-person instruction, not including winter or spring break days.
3. At no time will a student be temporarily moved from one class to another, except in the instance of necessary isolation or quarantine.

WORKLOAD

1. All teachers (virtual and hybrid) shall teach in both the am and pm sessions, Tuesday through Friday, for 160 minutes per session.
2. All unit members shall have the option of working from a remote location on Mondays and during any other regularly scheduled virtual or asynchronous instruction or non-instructional time. (Virtual MOU Article 6.0 shall apply)
3. No unit member shall be required to supervise students beyond the scheduled ten-minute dismissal periods.
4. Combo teachers shall have the option of teaching one grade level per session when feasible based on student registration, as long as it conforms with the social distancing requirements.
5. Unit members will not be expected or required to clean nor disinfect classrooms or workspaces between instructional blocks.

PREP TIME

1. Mondays shall consist of a 15-minute teacher prep followed by 60 minutes of live virtual check-in/instruction. The remaining contract hours will follow the developed schedule and the revised elementary professional development calendar. Any Monday site-based intervention or enrichment activities shall be scheduled, organized, and communicated to parents by site administration.
2. No teacher shall be required or requested to attend more than 60-minutes of student meetings (IEP, 504, SST, etc.) during prep time on Mondays. Additionally, no teacher shall be required to attend one of these meetings outside of their regularly contracted day. If a teacher agrees to attend a student meeting outside of regularly contracted time, the teacher shall submit a timecard for extra duty pay with prior approval by site administration. All efforts will be made to schedule these meetings during contract hours.
3. On April 12 and April 19, the scheduled PLCs will be canceled, and the 3:00-4:00 hour will be reserved for teacher prep.

HEALTH/SAFETY

1. If a unit member needs a personal/bathroom break during live instruction time, the member shall call the office and classroom coverage shall be provided by site administration.
2. All unit members who are teaching in-person during both the am and pm sessions will be provided a classroom cleaning/disinfecting rotation schedule in advance so that they can plan their daily break, lunch, and prep time accordingly.
3. Teachers shall not be held responsible for student behavior in the event they are unable to monitor virtual students during live instruction time due to having students in-person simultaneously.

ADDITIONAL SERVICES (INTERVENTION/RSP/SPEECH/PSYCH/ETC)

1. RSP and intervention will remain virtual at the onset of hybrid reopening. Parties agree to meet to negotiate the impacts prior to providing in-person services.
2. Speech and Psych services will be delivered both in person and virtually to meet the needs of students during the hybrid instructional model.
3. Elementary VAPA teachers will remain virtual at the onset of hybrid reopening. Parties agree to meet to negotiate the impacts prior to providing in-person services.

CLASS QUARANTINE PROTOCOL

1. Directed Quarantines may cause a classroom to shift to a virtual instructional model as directed by the District in adherence to Riverside County Public Health guidelines. If a class is directed to quarantine, the first day of quarantine will be completely asynchronous, with 15-20-minute live attendance check-in, to provide for transition time and preparation to teach in a full virtual model

2.3 SECONDARY HYBRID INSTRUCTION

Unless otherwise noted, all provisions in the COVID-19 Re-Opening of Schools MOU shall continue to apply during Hybrid Instruction.

ASSIGNMENT/REASSIGNMENT

1. Where applicable Sites/department teams shall make efforts to support teachers who need to remain in a virtual position due to a documented workplace restriction by reassigning students from one class to another, as necessary. For example, one teacher in the department can teach all in-person students, while another can teach all virtual students to accommodate the workplace restriction.
2. At the conclusion of the 2020-2021 school year, all unit members who were reassigned either voluntarily or involuntarily for hybrid/virtual instruction will be placed back in their current assignment. Reassignments and transfers for the 2021-2022 school year shall adhere to Article 11 of the Collective Bargaining Agreement.

PREP PRIOR TO REOPENING

4. For two consecutive workdays, determined by the district in collaboration with MEA, prior to the start of Hybrid In-Person Instruction, teachers will provide only a brief 15 (high school) or 20-minute (middle school) live check in for each class on a modified schedule. The remainder of each day will consist of teacher-directed prep time. Teachers will not be required to attend any non-emergency meetings during these days.
1. All student seating will be arranged by custodial staff, in compliance with six-foot physical distancing requirements, prior to the first day of hybrid implementation.
2. Each department will consult with their lead teacher to develop a materials list for each classroom which will be purchased by the site.

BALANCED CLASSES

1. In-person classes shall be approximately half the students, or as many as can be accommodated by the six-foot physical distancing requirement.
2. Classroom virtual/ in person student assignments and balancing will be done, as needed, based upon student registration.
3. If needed, administrators at each site will collaborate with each grade level or departmental team to develop tentative rosters for virtual and hybrid classes. All teachers will be provided with preliminary class rosters a minimum of five days prior to the start of hybrid in-person instruction.
4. Administration shall field any parent concerns regarding the need for a student's class/teacher reassignment.
5. At no time will a student be temporarily moved from one class to another except in the instance of necessary isolation or quarantine.

WORKLOAD

1. All unit members shall have the option of working from a remote location on Mondays and during any other regularly scheduled virtual or asynchronous instruction or non-instructional time. (Virtual MOU Article 6.0 shall apply)
2. No unit member shall be required or scheduled to routinely supervise students before school, during passing periods, breaks, or lunch. In the event student co-curricular events reconvene, staff will sign up for supervision opportunities, as necessary.
3. Additional devices for student use will be made available at each school in the event in-person students do not bring their own devices from home.
4. Unit members will help facilitate the cleaning and disinfecting process between class periods.

PREP TIME

1. No teacher shall be required or requested to attend more than one (60-minute maximum) student meeting (IEP, 504, SST, etc.) during prep or strategic planning time per week. Additionally, no teacher shall be required or requested to attend one of these meetings outside of their regularly contracted day. If a teacher agrees to attend a student meeting outside of regularly contracted time, the teacher shall submit a timecard for extra duty pay with prior administrative approval.

2. In the event secondary schools return to Hybrid Instruction, the remaining professional development dates will become teacher preparation days: January 11, February 8, March 8, April 12, and May 10.

HEALTH/SAFETY

1. Teachers shall not be held responsible for student behavior in the event they are unable to monitor virtual students during live instruction time due to having students in-person simultaneously.

3.0 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

3.1 At minimum, the District will provide a washable face covering to each unit member and/or appropriate PPE for Nurses for everyday use. Unit members are expected to bring their district-issued PPE with them to the worksite daily. In the event a unit member fails to remember their district-issued face covering, an alternate face covering will be provided. In the event a unit member needs additional PPE, it may be requested from their site administrator.

3.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

3.3 The District shall require the use of face coverings in accordance with state and local mandates currently in effect. Individuals who cannot wear a mask because of a documented health issue may be provided an alternative as appropriate. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus. Face coverings are required to be worn properly (covering mouth and nose) while on campus. This applies to all staff, all administrators, and any visitors on campus over two years of age.

3.4 The District has developed a mask policy for both students and staff. The District will publish policies and send these policies directly to Unit Members.

3.5 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a licensed medical professional.

3.6 Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.

3.7 Unit Members who must interact with the public, small groups of students, or individual students may request a Plexiglas or similar barrier be provided by the District between their workstation and the public/students.

4.0 SCREENING/TESTING

4.1 All employees shall be required to complete a COVID-19 Health Screening Assessment every workday. The District shall utilize CDPH guidelines for symptoms and actions to be taken. The District shall ensure the confidentiality of the employee who has symptoms, has been exposed to, or has contracted COVID-19.

4.2 In the event of a positive case of COVID-19, proper contact tracing will occur. The Lead Nurse will be notified immediately in the event of any positive test forCOVID-19 at a district facility.

4.3 Employees with symptoms consistent with COVID-19 shall not report to work and must report their absence into the Frontline Absence Management System.

4.4 Human Resources shall advise the employee of next steps following the most current CDPH guidelines. This may include quarantine, COVID-19 testing, etc.

4.5 Upon request, all employees will be required to participate in mandated COVID-19 surveillance testing. The District shall provide testing center locations and contact information, release time, and mileage reimbursement for required testing. Mileage reimbursement will be calculated based on the distance from the work site to the testing facility.

4.6 If an employee tests positive for COVID-19 the employee will work from home or access available leave if unable to work.

4.7 An employee may be subject to obtain a medical clearance to return to in person work. In all cases, if the employee is ordered to receive a COVID-19 test or other medical clearance by the District, the District shall reimburse the member's co-pay.

5.0 ADHERENCE TO HEALTH GUIDANCE AND ORDERS

5.1 The District shall adhere to the COVID-19 orders issued by the California Department of Public Health ("CDPH") and California Department of Education ("CDE"). The Parties agree to meet as soon as possible to discuss negotiable impacts and effects of any revisions or updates to the orders.

5.2 Where there is a conflict between the orders, the District will do its very best to minimize health and safety risks for all unit members, students, and families within physical plant limitations and shall adhere to the most restrictive orders in order to minimize potential health and safety risks for all unit members, students, and their families.

5.3 During the time of Hybrid Learning, each school site, in conjunction with the District, will develop and deploy a plan to help guide movement and interactions on campus that maximizes physical distancing in preparation for students returning to school. This plan will include egress/ingress points, directionality, student drop off and pick up, lunch and break planning to support the reopening of schools.

6.0 MEETINGS AND GATHERINGS

6.1 For the duration of hybrid instruction, all employee meetings of groups, including but not limited to staff meetings, PLCs, district meetings, committee meetings, trainings, and professional development may be conducted virtually. At no time during mandated hybrid instruction, will in-person attendance at group meetings be required.

6.2 Meetings with parents, including but not limited to 504s, IEPs, SSTs, parent meetings, and parent-teacher conferences may be conducted virtually for the duration of mandated hybrid instruction unless an in-person meeting is requested by the parent. In such cases, a minimum of six (6) feet of physical distance between all meeting attendees for the duration of the meeting and for entering/leaving the meeting is expected. During in-person instruction, unit members who continue in a virtual assignment who have a documented work restriction on file with Human Resources shall not be required to attend in-person meetings.

6.3 For the duration of hybrid instruction, the District will follow gathering orders. Events such as Back-to-School nights, Open House, etc. will be structured to comply with those orders.

7.0 DAILY CLEANING AND DISINFECTING

7.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, 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.

7.2 Daily campus cleaning and disinfecting as described in Section 4.1 shall be done by trained custodial personnel.

7.3 Disinfecting products, medically effective hand sanitizer, will be provided and regularly restocked in each classroom/workspace.

7.4 Hand sanitizer or portable hand washing stations shall be provided at various locations on a school campus.

7.5 Unit members shall limit shared materials and supplies, especially if they are unable to be sanitized between use.

8.0 HEALTH SCREENING, TESTING, NOTIFICATION SPECIFIC TO COVID-19

8.1 Each school site shall have a registered School Nurse assigned for the safety and health of all students, staff, and visitors to the campus. The School Nurse shall:

8.1.1 Oversee COVID-19 health screening, testing, and notification of all individuals on the school campus.

8.1.2 Coordinate with the District and interface with the County Public Health Department as necessary.

8.1.3 Primarily care for any individuals that manifest symptoms associated with COVID-19.

8.1.4 Implement quarantine protocols.

8.1.5 Support the training of all students, staff, parents, and visitors on effective hygiene practices, including but not limited to hand washing, physical distancing, and PPE usage.

8.2 Health screening, testing, notification, and quarantine protocols and procedures have been established. All students and staff will be trained on these protocols and procedures.

8.3 Staff with any symptoms consistent with COVID-19 or who have had exposure with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.

8.4 Upon notification that an employee or student has been infected with COVID-19, the District nurse staff shall initiate contact with the County Public Health Department and follow directions.

8.5 The District shall notify the Lead School Nurse of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

9.0 COVID-RELATED SCHOOL SITE CLOSURES

9.1 The District will work with the Riverside County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself. All school closures will follow the guidance of California Department of Public Health guidelines.

9.2 The District shall immediately communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate.

10.0 DAYS, HOURS, AND EXPECTATIONS DURING HYBRID INSTRUCTION

10.1 Unit members are expected to adhere to the instructional schedules outlined in Appendix A, and Section 13 of this MOU, SB98, and Education Code section 43504 requirements and to maintain professional standards in accordance with BP 4119.21.

10.2 Bargaining unit members shall schedule consistent daily office hours (middle and high school) and respond to all parent and student communication in the standard 24-hour business day timeframe.

10.3 Bargaining unit members are expected to work and be available locally (within a reasonable commute area), during their normal contractual work hours and workdays.

10.4 Any issues with workplace technology interruptions shall be reported by the unit member to site administration and the Help Desk.

10.5 The District encourages all bargaining unit members, unless otherwise specified in this MOU, to fulfill their professional duties from their respective worksite while using Personal Protective Equipment (PPE) and maintaining appropriate physical/social distancing, although they may elect to work remotely during virtual instruction provided the following conditions are met:

10.5.1 Maintain appropriate equipment and internet access to support all the necessary functions of Virtual Learning. The district will only provide limited technology support for those who choose to work remotely.

10.5.2 If during a unit member's regularly scheduled workday, unforeseen circumstances, including issues with technology being used in a remote location, limit their ability to fulfill professional obligations, they must first notify their site administrator. Then the unit member has the option of reporting to the site and resuming instruction, taking leave, or addressing and resolving the issue immediately to continue work.

10.5.3 In the event any one of the above is not maintained, Administration shall work with the unit member to address the issue(s) and create a plan moving forward which may include directing the employee to fulfill their professional duties from their respective site.

11.0 ACCOMMODATION

11.1 The District is committed to using the interactive process to explore and address reasonable accommodations for documented work restrictions by a licensed medical provider.

11.2 The Parties acknowledge the District will follow ADA laws and the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

12.0 ALTERNATE INSTRUCTIONAL ASSIGNMENTS

12.1 CBA Article 6.8 is suspended for the duration of this MOU.

13.0 INSTRUCTION

13.1 Hybrid and Virtual instructional models shall adhere to SB98 and Education Code section 43504 requirements.

13.2 According to Education Code 43401 as amended by SB98, the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

13.3 The daily instructional schedules shall be followed during Hybrid Instruction as outlined in Appendix A.

13.4 For the purposes of Hybrid Instruction, the District shall provide each district classroom/workspace with the technology and resources needed for the unit member to adequately provide the District expected level of Hybrid Instruction. This may include, but is not limited to, a properly functioning computer, camera, microphone, tripod, software, applications, subscriptions, and a single, fully operational, and licensed learning management system. Unit members shall be held harmless if adequate, fully functional equipment is not provided.

13.5 Bargaining unit members shall determine the means and method for providing virtual instruction based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum. These methods may include the following, as appropriate:

- 13.5.1 Regular live (synchronous) interaction and/or instruction on a virtual platform in compliance with SB98 for whole group, small group, and/or individual interaction, determined by the bargaining unit member's schedule.
- 13.5.2 Screencasts and/or videos used to deliver pre-recorded (asynchronous) instruction.
- 13.5.3 Bargaining unit member developed and assigned independent work to include a variety of instructional methods which may include, but is not limited to, instructional technology programs, project-based learning, inquiry, and application of skills.

13.6 Bargaining unit members shall have the flexibility to structure their instruction to address the following, as well as any other classroom requirements to meet all functions of the job. Additionally, bargaining unit members shall prioritize the following to ensure the needs of students in the virtual learning model are met:

- 13.6.1 Rigorous grade-level, standards-based and/or content-aligned instruction utilizing the District-adopted learning management system and other adopted technology applications.
- 13.6.2 Student engagement and connections.
- 13.6.3 Student enrichment and intervention designed to close the learning gap.
- 13.6.4 Instructional planning and utilization of adopted curriculum and programs.
- 13.6.5 Recording and posting of live virtual instruction content as appropriate.
- 13.6.6 Recording and/or posting of asynchronous instruction.
- 13.6.7 Grading student work and providing assessments.
- 13.6.8 Student supports and services teachers will collaborate with support providers such as Title 1/Intervention, counseling, and special education so that services can be integrated throughout the instructional day based on individual student needs. Teachers will provide integrated and designated support for English Language learners, as appropriate.
- 13.6.9 Teachers will continue to provide administrator access to Canvas, synchronous meetings for small and/or large group virtual instruction.

13.7 Unit members will consistently communicate detailed instructional schedules to students, families, administrators, and related service providers, as necessary.

13.8 The teacher shall record daily participation for each pupil on each school day, in whole or in part, for which virtual learning is provided. A pupil who does not participate in virtual learning when assigned to do so shall be documented as absent by the teacher.

13.8.1 Evidence of daily student participation in virtual learning shall be obtained using:

13.8.1.1 Evidence of participation in online/virtual activities.

13.8.1.2 Completion of regular assignments and/or assessments; and

13.8.1.3 Contacts between employees of the district and pupils or parents or guardians.

13.9 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from virtual learning for more than three school days or 60% of the instructional days in a school week. These procedures will assist teachers and shall require school site administrators or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of Education Code Sections 43504.

13.10 In the event a teacher is absent from work, normal absent reporting procedures and substitute lesson planning expectations apply.

13.11 If it is determined safe to resume in a Traditional model of instruction (Phase 3), 10 business days' notice will be provided to all members prior to implementation.

14.0 PSYCHOLOGISTS AND SPEECH AND LANGUAGE PATHOLOGISTS (SLP)

14.1 Students will be assigned to Psychologists and SLPs via plan developed by each employee classification group with administrative approval.

14.2 It is expected that Psychologists and SLPs will provide the delivery of services for the individual student in-person or virtually by using Microsoft Teams or other district-approved platform for teletherapy.

15.0 PAY, BENEFITS, AND ADDITIONAL COMPENSATION

15.1 While working under any model for school opening or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. Bargaining unit members who perform extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA, if the duties can and are performed.

15.2 All unit members are entitled to 4 (four) days or 28 (twenty-eight) hours of extra-duty compensation aligned with Article 6.4.1. Days/hours shall include any time worked outside of regular contract hours, retroactive to July 1, 2020 and available for the remainder of the 2020-2021 school year, to plan and prepare for rigorous and robust instruction, to support student and faculty needs, and to mitigate learning loss. These extra duty hours are in addition to the 14 hours of extra duty time that was previously offered for mitigating learning loss. The District and the Association will cooperatively develop a user-friendly electronic timecard. Bargaining unit members will be entitled to the extra-duty hours regardless of whether or not the Hybrid Learning Model is implemented.

16.0 EVALUATION

16.1 All permanent unit member evaluations shall be postponed for the 2020-2021 school year. Unit members who were scheduled to be evaluated this year shall have their evaluation rescheduled next year. All temporary and probationary teachers will continue with the evaluation cycle.

16.2 Bargaining unit members who are on an assistance plan will continue to receive feedback and support directed to identified areas needing improvement.

17.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

17.1 Non-district employee visitors must have pre-approval by site administration to access campus.

17.2 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksite.

17.3 While on site, all visitors must adhere to CDPH safety guidelines at all times.

18.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

18.1 The parties understand the COVID-19 pandemic is a fluid situation and mutually agree to review the provisions of this MOU, as necessary.

18.1.2 In the event CDPH alters requirements for schools in response to COVID-19, the parties agree to meet within ten (10) calendar days, unless otherwise mutually agreed upon, to negotiate the impacts.

18.2 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any negotiable impacts and effects related to the COVID-19 pandemic as needed.

DURATION

This MOU addresses the negotiable effects of COVID-19 and expires on June 7, 2021 unless extended by mutual written agreement of the Parties. The Parties reserve the right to negotiate any additional impacts and/or additional school effects in the 2020- 2021 school year. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

This tentative agreement shall be ratified by the Murrieta Educators Association and formally adopted by the Murrieta Valley Unified School District Board of Education and is not precedent setting.

Dated this 8th day of December 2020

For MEA:

Kimberly Chevlin
Kimberly Chevlin (Jan 12, 2021 08:16 PST)

Kimberly Binning-Chevlin- MEA President

Lisa Murray
Lisa Murray (Jan 11, 2021 16:0 PST)

Lisa Murray-Lead Negotiator, MEA

For MVUSD:

Darren Daniel

Darren Daniel- Assistant Superintendent, H.R.

Leigh Lockwood (Jan 12, 2021 08:18 PST)

Leigh Lockwood-Executive Director, HR

Appendix A

Elementary Hybrid Schedule B					
Monday			**Tuesday - Friday**		
8:00-8:10	Teacher Prep	10 minutes	8-8:10	Teacher Prep	10 minutes
8:10 - 9:10	Live Check-In and Instruction	60 minutes	8:10-8:15	AM Arrival	
9:10 - 9:30	Break	20 minutes	8:15 - 10:40	AM Class	
9:30 - 11:20	Prep	110 minutes	10:40 - 10:50	AM Dismissal	160 minutes
11:20 - 11:50	Lunch	30 minutes	10:50 - 11:10	Break	20 minutes
11:50 - 2:00	Prep	130 minutes	11:10 - 11:45	Lunch	35 minutes
2:00 - 3:00	Weekly Engagement and Student Follow-Up	60 minutes	11:45 - 12:20	Prep	35 minutes
3:00 - 4:00	Staff Meeting/PLC/Prep as per Staff Development Calendar	60 minutes	12:20-12:25	PM Arrival	
			12:25-2:50	PM Class	
			2:50-3:00	PM Dismissal	160 minutes
		250 minutes			45 mins per day

Middle School Hybrid In-Person Schedule - Proposal E1																	
All Students Virtual Mondays		Tuesdays (In-Person and Virtual)			Wednesdays (In-Person and Virtual)			Thursdays (In-Person and Virtual)			Fridays (In-Person and Virtual)						
Times	Virtual Mondays	Times	Group 1 In-Person	Group 2 Virtual	Times	Group 1 In-Person	Group 2 Virtual	Times	Group 2 In-Person	Group 1 Virtual	Times	Group 2 In-Person	Group 1 Virtual				
8:15 -8:30	Prep	8:15 - 8:30	Prep		8:15 - 8:30	Prep		8:15 - 8:30	Prep		8:15 - 8:30	Prep					
8:30 - 9:00	Period 1	8:30 - 9:30	Period 1	Period 1	8:30 - 9:30	Period 2	Period 2	8:30 - 9:30	Period 1	Period 1	8:30 - 9:30	Period 2	Period 2				
9:05 - 9:35	Period 2	9:40 - 10:40	Period 3	Period 3	9:40 - 10:40	Period 4	Period 4	9:40 - 10:40	Period 3	Period 3	9:40 - 10:40	Period 4	Period 4				
9:40 - 10:10	Period 3	10:50 - 11:50	Period 5	Period 5	10:50 - 11:50	Period 6	Period 6	10:50 - 11:50	Period 5	Period 5	10:50 - 11:50	Period 6	Period 6				
10:10 - 10:20	Break	11:50 - 12:20	Lunch		11:50 - 12:20	Lunch		11:50 - 12:20	Lunch		11:50 - 12:20	Lunch					
10:25 - 10:55	Period 4	12:25 - 1:30	Office Hours		12:25 - 1:30	Office Hours		12:25 - 1:30	Office Hours		12:25 - 1:30	Office Hours					
11:00 - 11:30	Period 5	1:30 - 3:00	Strategic Planning		1:30 - 3:00	Strategic Planning		1:30 - 3:00	Strategic Planning		1:30 - 3:00	Strategic Planning					
11:35 - 12:05	Period 6	3:00 - 3:15	Prep		3:00 - 3:15	Prep		3:00 - 3:15	Prep		3:00 - 3:15	Prep					
12:05 - 12:35	Lunch	Students will be taught in-person and virtually at the same time during each class period			Students will be taught in-person and virtually at the same time during each class period			Students will be taught in-person and virtually at the same time during each class period			Students will be taught in-person and virtually at the same time during each class period						
12:40 - 12:55	Prep																
12:55 - 1:15	Strategic Planning																
1:15 - 2:15	Weekly Engagement paperwork																
2:15 - 3:15	PLC / P&P																

High School Hybrid In-Person Schedule - Proposal E1

All Students Virtual Mondays		Tuesdays (In-Person and Virtual)			Wednesdays (In-Person and Virtual)			Thursdays (In-Person and Virtual)			Fridays (In-Person and Virtual)		
Times	Virtual Mondays	Times	Group 1 In-Person	Group 2 Virtual	Times	Group 1 In-Person	Group 2 Virtual	Times	Group 2 In-Person	Group 1 Virtual	Times	Group 2 In-Person	Group 1 Virtual
7:30 - 8:45	PLC	7:30 - 8:30	Period 1	Period 1	7:30 - 8:30	Period 2	Period 2	7:30 - 8:30	Period 1	Period 1	7:30 - 8:30	Period 2	Period 2
8:55 - 9:25	Period 1	8:40 - 9:40	Period 3	Period 3	8:40 - 9:40	Period 4	Period 4	8:40 - 9:40	Period 3	Period 3	8:40 - 9:40	Period 4	Period 4
9:30 - 10:00	Period 2	9:50 - 10:20	Period 5	Period 5	9:50 - 10:20	Period 5	Period 5	9:50 - 10:20	Period 5	Period 5	9:50 - 10:20	Period 5	Period 5
10:00 - 10:15	Break	10:30 - 11:30	Period 7	Period 7	10:30 - 11:30	Period 6	Period 6	10:30 - 11:30	Period 7	Period 7	10:30 - 11:30	Period 6	Period 6
10:15 - 10:45	Period 3	11:30 - 12:00	Lunch		11:30 - 12:00	Lunch		11:30 - 12:00	Lunch		11:30 - 12:00	Lunch	
10:50 - 11:20	Period 4	12:00 - 1:00	Office Hours		12:00 - 1:00	Office Hours		12:00 - 1:00	Office Hours		12:00 - 1:00	Office Hours	
11:25 - 11:55	Period 5	1:00 - 2:30	Strategic Planning		1:00 - 2:30	Strategic Planning		1:00 - 2:30	Strategic Planning		1:00 - 2:30	Strategic Planning	
11:55 - 12:25	Lunch	Students will be taught in-person and virtually			Students will be taught in-person and virtually			Students will be taught in-person and virtually			Students will be taught in-person and virtually		
12:25 - 12:55	Period 6	at the same time during each class period			at the same time during each class period			at the same time during each class period			at the same time during each class period		
1:00 - 1:30	Period 7	*MMHS will adjust start time by 15 mins to mirror traditional start and end time											
1:30 - 2:30	Weekly Engagement Paperwork												

Teacher - MCA Hybrid In-Person Schedule

All Students Virtual Mondays		Tuesdays (In-Person and Virtual)			Wednesdays (In-Person and Virtual)			Thursdays (In-Person and Virtual)			Fridays (In-Person and Virtual)		
Times	Virtual Monday	Times	Group 1 In-Person	Group 2 Virtual	Times	Group 1 In-Person	Group 2 Virtual	Times	Group 2 In-Person	Group 1 Virtual	Times	Group 2 In-Person	Group 1 Virtual
8:00-9:00	PLC	8:00 - 8:30	Period 1	Period 1	8:00 - 8:30	Period 1	Period1	8:00 - 8:30	Period 1	Period 1	8:00 - 8:30	Period1	Period 1
9:00 - 9:15	Teacher Prep	8:40 - 9:40	Period 2	Period 2	8:40 - 9:40	Period 5	Period 5	8:40 - 9:40	Period 2	Period 2	8:40 - 9:40	Period 5	Period 5
9:15 - 9:45	Period 1	9:50 - 10:50	Period 3	Period 3	9:50 - 10:50	Period 6	Period 6	9:50 - 10:50	Period 3	Period 3	9:50 - 10:50	Period 6	Period 6
9:50 - 10:20	Period 2	11:00 - 12:00	Period 4	Period 4	11:00 - 12:00	Period 7	Period 7	11:00 - 12:00	Period 4	Period 4	11:00 - 12:00	Period 7	Period 7
10:20 - 10:35	Break	12:00 - 12:30	Lunch		12:00 - 12:30	Lunch		12:00 - 12:30	Lunch		12:00 - 12:30	Lunch	
10:40 - 11:10	Period 3	12:30 - 1:30	Office Hours		12:30 - 1:30	Office Hours		12:30 - 1:30	Office Hours		12:30 - 1:30	Office Hours	
11:15 - 11:45	Period 4	1:30 - 3:00	Strategic Planning		1:30 - 3:00	Strategic Planning		1:30 - 3:00	Strategic Planning		1:30 - 3:00	Strategic Planning	
11:50 - 12:20	Period 5	Students will be taught in-person and virtually			Students will be taught in-person and virtually			Students will be taught in-person and virtually			Students will be taught in-person and virtually at the		
12:20 - 12:50	Lunch	at the same time during each class period			at the same time during each class period			at the same time during each class period			same time during each class period		
12:55- 1:25	Period 6												
1:30 - 2:00	Period 7												
2:00 - 3:00	Weekly Engagement Paperwork												

SDC Preschool Schedule	For Wednesday/Friday, on alternating days they participate virtually. Please note there is no school on Mondays.
TIME	**ACTIVITY**
7:45-8:00	Teacher Prep
8:00-8:10	AM Session Student Arrival
8:10-10:40	Morning (AM) Session
10:40-10:50	AM Session Student Dismissal
10:50-11:55	Staff Lunch and Site/Classroom Cleaning
11:55-12:05	PM Session Student Arrival
12:05-2:35	Afternoon (PM) Session
2:35-2:45	PM Session Student Dismissal