

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT
AND THE HEMET TEACHERS ASSOCIATION
CONCERNING IN-PERSON ASSESSMENTS

WHEREAS, the Hemet Unified School District (“District”) and the Hemet Teachers Association (“Association”) are parties to a collective bargaining agreement (“Agreement”) that establishes terms and conditions of employment for unit members;

WHEREAS, on July 28, 2020, the District and HTA agreed on terms to a reopening MOU, which contains the following concerning in-person assessments of students:

7.4 All assessments that require one-on-one, in-person testing (ie. Special Education, CTE, ELPAC) shall follow Federal, State and/or County mandates.

7.5 Virtual, telephonic, and records reviews shall be used to the extent possible. Assessments that are conducted at the school site shall be by appointment. Additional PPE equipment, such as clear plastic dividers, shall be provided when conducting in-person assessments

WHEREAS, effective August 14, 2020, the County of Riverside permitted in-person assessments to occur at the individual school sites;

WHEREAS, in Accordance with Article 15.1 of the MOU, the parties wish to meet and clarify their intent as it relates to in-person special education assessments.

NOW, THEREFORE, the parties agree as follows:-

1. This MOU applies to in-person special education assessments only.
2. Effective August 14, 2020, whenever Assessment protocols call for a one-to-one assessment, the District shall conduct in-person one-to-one special education assessments. Virtual, telephonic, and records reviews shall be used to the extent possible prior to conducting any one-to-one in-person assessments.
3. For 2020-2021 School Year, during full distance learning model, the Parties shall adhere to the protocols outlined for in-person assessments document attached hereto as Appendix A.

4. In-person assessments may begin once all safety protocols outlined in Appendix A have been met, all necessary Personal Protective Equipment (PPE) has been secured, and all necessary technology and/or materials for assessments are available. Assessors shall determine the order in which the assessments are to be given.
5. Unit Members shall continue to fulfill their professional duties per Section 5.8 of the July 28, 2020 reopening MOU when not providing in-person assessments.
6. All Special Education Teachers may request a substitute as needed in order to conduct one-to-one assessments in accordance with Article 8.3 of the July 29, 2020 MOU.
7. This Memorandum of Understanding expires under its own terms on June 30, 2021 unless earlier superseded by another agreement ratified by the parties, or when the District moves away from the Distance Learning Model, whichever comes first. At that time, per Sections 4.2 and 9.22 of the July 28, 2020 MOU, the District will meet with HTA to discuss the transition.
8. All components of the current CBA and July 28, 2020 MOU between the Association and the District not addressed by the terms of this agreement shall remain in full effect.
9. This Memorandum of Understanding shall not establish a precedent for negotiation of any other policy or subject.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.