

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT and
MURRIETA EDUCATORS' ASSOCIATION**

MEMORANDUM OF UNDERSTANDING M-20-21-15

(Temporary Leave for Positive COVID-19 or COVID-19 Exposure in the Workplace)

This Memorandum of Understanding is entered into by and between the Murrieta Valley Unified School District (hereinafter, "District") and Murrieta Educators' Association (hereinafter, "Association").

WHEREAS, The District has met and conferred to discuss the ongoing impacts of the COVID-19 Pandemic and the impacts on certificated employees; and

WHEREAS, the Parties recognize that the 2021 COVID-19 Supplemental Paid Sick Leave (SB 95) expired on September 30, 2021, and agree that issues related to the COVID-19 pandemic have persisted; and

WHEREAS, the Parties recognize and agree that in some instances, employees may need to be absent from work for COVID-19 related reasons and a need for a leave provision exists;

NOW, THEREFORE, IT IS AGREED that:

1. As of the date of the signature of this MOU, the District will provide up to 14 calendar days of leave to employees who are directed by the district to quarantine or isolate **due to close contact during the performance of work duties** and meet the following criteria:
 - a. Employee must test at a district testing facility within 24 hours of being aware of close contact or receiving the directive to quarantine or isolate.
 - b. Employees who are placed in quarantine or isolation must be available by phone to the District during the work day.
 - c. Must be available to test or retest, as directed, at a district provided testing facility.
 - d. Employees who test negative after day 7 of quarantine will be required to immediately return to work.
 - e. Employees who are placed in quarantine and are using this leave must adhere to CDC quarantine and isolation protocol.
 - f. If unvaccinated, employees must submit a weekly test between the start of business Monday and no later than 1:00pm on Thursday for the duration of this MOU, or the end of the Governor's health order, whichever comes first.


2. As of the date of the signature of this MOU, employees who **test positive for COVID-19** and meet the following criteria will be provided up to 14 calendar days of leave for the purposes of isolation.
 - a. Employee must submit a positive test result which has been administered by a District sponsored testing provider or an outside licensed medical provider. (No home administered tests will qualify.)
 - b. Employees who are placed in isolation due to a positive COVID-19 test and are using this leave must adhere to CDC quarantine and isolation protocol.

- c. If unvaccinated, employees must submit a weekly test between the start of business Monday and no later than 1:00pm on Thursday, beginning 90 days after date of COVID-19 positive test for the duration of this MOU, or the end of the Governor's health order, whichever comes first.
3. The maximum number of District paid 21-22 COVID-19 leave days per bargaining unit member shall not exceed a total of fourteen (14) calendar days inclusive of #1 and #2 above. This includes leaves afforded under FFCRA and SB 95. Employee District Paid 21/22 COVID-19 leave afforded under this MOU will be adjusted for those employees who utilized all or part of FFCRA and SB95 leave.
4. The effective date of the *Temporary Leave for Positive COVID-19 or COVID-19 Exposure in the Workplace MOU* is the date of signature of this MOU.
5. Any misuse of leave or violations of isolation/quarantine protocols are subject to nullification of all extended COVID-19 Leave (please see attached CDC isolation/quarantine protocols).


These leave provisions will remain in effect through December 17, 2021, unless extended or modified by mutual agreement or upon enactment of another federal or state provided law that provides supplemental paid sick Leave.

Dated November 15, 2021.

FOR MEA:

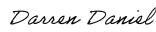

Kimberly Chevlin (Nov 15, 2021 19:53 PST)

Kim Binning-Chevlin, President



Lisa Murray (Nov 15, 2021 20:15 PST)

Lisa Murray, Vice President

For MVUSD:



Darren Daniel, Assistant Superintendent


Leigh Lockwood (Nov 16, 2021 07:57 PST)

Leigh Lockwood, Director, Human Resources












District Paid COVID -19 Leave MOU _ MEA

Final Audit Report


2021-11-16

Created:	2021-11-15
By:	Kia Park (kpark@murrieta.k12.ca.us)
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"District Paid COVID -19 Leave MOU _ MEA" History

-  Document created by Kia Park (kpark@murrieta.k12.ca.us)
2021-11-15 - 6:54:52 PM GMT- IP address: 204.100.181.6
-  Document emailed to Kimberly Chevlin (kbinning-chevlin@murrieta.k12.ca.us) for signature
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-  Email viewed by Kimberly Chevlin (kbinning-chevlin@murrieta.k12.ca.us)
2021-11-15 - 7:36:10 PM GMT- IP address: 172.248.203.134
-  Kimberly Chevlin (kbinning-chevlin@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District
2021-11-16 - 3:53:53 AM GMT- IP address: 172.248.203.134
-  Document e-signed by Kimberly Chevlin (kbinning-chevlin@murrieta.k12.ca.us)
Signature Date: 2021-11-16 - 3:53:53 AM GMT - Time Source: server- IP address: 172.248.203.134
-  Document emailed to Lisa Murray (lmurray@murrieta.k12.ca.us) for signature
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-  Email viewed by Lisa Murray (lmurray@murrieta.k12.ca.us)
2021-11-16 - 4:14:34 AM GMT- IP address: 172.226.7.44
-  Lisa Murray (lmurray@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District
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-  Document e-signed by Lisa Murray (lmurray@murrieta.k12.ca.us)
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-  Document emailed to Leigh Lockwood (llockwood@murrieta.k12.ca.us) for signature
2021-11-16 - 4:15:39 AM GMT
-  Email viewed by Leigh Lockwood (llockwood@murrieta.k12.ca.us)
2021-11-16 - 3:57:12 PM GMT- IP address: 204.100.181.3




 Leigh Lockwood (llockwood@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District


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 Document e-signed by Leigh Lockwood (llockwood@murrieta.k12.ca.us)


Signature Date: 2021-11-16 - 3:57:22 PM GMT - Time Source: server- IP address: 204.100.181.3

 Document emailed to Darren Daniel (ddaniel@murrieta.k12.ca.us) for signature

2021-11-16 - 3:57:24 PM GMT

 Email viewed by Darren Daniel (ddaniel@murrieta.k12.ca.us)

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 Darren Daniel (ddaniel@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District

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 Document e-signed by Darren Daniel (ddaniel@murrieta.k12.ca.us)

Signature Date: 2021-11-16 - 5:02:39 PM GMT - Time Source: server- IP address: 204.100.182.7

 Agreement completed.

2021-11-16 - 5:02:39 PM GMT

