

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

MEMORANDUM OF UNDERSTANDING M-18
(Extension of District Paid COVID Leave MOU #M-20/21-15)

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

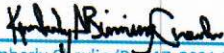
2. As of the date of signature on this MOU, employees who **test positive for COVID-19** and meet the following criteria will be provided up to 14 calendar days of leave for the purposes of isolation.
 - a. Employee must submit a positive test result which has been administered by a District sponsored testing provider or an outside licensed medical provider to the District within one (1) business day of receiving results, unless extenuating circumstances make such notification impossible. (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 the 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 March 31, 2022 or the end of the Governor's health order, whichever comes first, unless extended or modified by mutual agreement or upon enactment of another federal or state provided law that provides supplemental paid sick Leave.

Dated December 17, 2021

FOR MEA:


Kimberly Chevlin (Dec 17, 2021 09:35 PST)

Kim Binning-Chevlin, President


Lisa Murray (Dec 17, 2021 09:35 PST)

Lisa Murray, Vice President

For MVUSD:

Darren Daniel

Darren Daniel, Assistant Superintendent


Leigh Lockwood (Dec 17, 2021 09:46 PST)

Leigh Lockwood, Executive Director


James Whittington (Dec 17, 2021 10:04 PST)

James Whittington, Chief Financial Officer