

**Memorandum of Understanding Between the  
Moreno Valley Unified School District  
and the  
Moreno Valley Educators Association**

***“Safety Conditions for In-Person Learning”  
September 21, 2022***

The Moreno Valley Unified School District and the Moreno Valley Educators Association enter this Memorandum of Understanding regarding in-person learning for the 2022 – 2023 School Year.

**WHEREAS:** The COVID-19 pandemic has resulted in school closures that have greatly impacted instructional time and student learning; and

**WHEREAS** The District shall adhere to the COVID-19 orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Riverside County Public Health Department.

**WHEREAS** there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders to minimize potential health and safety risks for all unit members, students, and their families.

**The District and the Association agree to the following:**

The Parties agree to the following:

**DEFINITIONS**

**1.0 Definitions**

- 1.01 Face Coverings: A cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.02 Hand Sanitizer: this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children.
- 1.03 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 (shields and masks), neck guards, barriers, gloves, gowns, goggles, etc.

**2.0 Personal Protective Equipment (“PPE”)**

- 2.01 The District shall make available appropriate PPE to all unit members.

- 2.02 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.
- 2.03 Unit members shall be encouraged to bring their own PPE. Due to the enormous demand for such products statewide, the District will make every effort to have more PPE on hand as needed.
- 2.04 Face coverings shall be optional for all staff, all students in grades TK-12, all administrators, and any visitors on campus over the age of two. Should the CDC, CDPH, CDE, or Cal-OSHA issue mandatory face coverings, the parties shall reconvene over the impact of said mandate.
- 2.05 The District shall provide the N95 masks as needed for cases where unit members may be in close contact with a symptomatic individual.
- 2.06 If and when the CDPH sends COVID-19 testing kits (at home) for staff, tests shall be made available at the school sites and Risk Management for Unit Members while supplies last. CDPH sponsored tests are not to be used for weekly monitoring testing. Such tests are to be used for at home for symptomatic and/or exposure testing.

### **3.0 Handwashing Requirements**

- 3.01 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 3.02 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering and exiting district sites and classrooms.
- 3.03 The District shall comply with the following hand washing requirements:
  - 3.03.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer.
  - 3.03.2 Every classroom shall be provided medically effective hand sanitizer.
  - 3.03.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
  - 3.04.4 Hand sanitizer or portable hand washing stations shall be provided at site entry points.
  - 3.03.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

### **4.0 Daily Cleaning and Disinfecting**

- 4.01 The District shall ensure that all classroom spaces, bathrooms, common spaces, and workspaces are cleaned and disinfected daily, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

- 4.02 The district will continue daily cleaning schedules and regular cleaning of high-touch surfaces. If a facility has had a person with COVID-19 within the last 24 hours, the district will clean and disinfect the spaces occupied by that person during that time.
- 4.02.1 All classrooms, workspaces, and offices shall be cleaned at the end of the workday when all staff and students are not present.
- 4.02.2 All classrooms will contain a daily cleaning log to be completed at the end of the day once rooms have been properly sanitized. The maintenance supervisors and custodial staff shall be responsible for ensuring this is completed daily.
- 4.03 All rooms and communal spaces shall be deep cleaned and fogged when the District is aware of any positive COVID19-cases.

### **5.0 Ventilation**

- 5.01 The District and Association agree that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 5.01.1 The District shall ensure all HVAC systems operate on the mode which delivers the highest concentration of fresh air exchanges per hour, including disabling demand-controlled ventilation, and opening of the outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 5.01.2 HVAC air filters shall be equipped with HEPA filters and changed at the recommended intervals.
- 5.01.3 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
- 5.01.4 All classrooms and offices shall be equipped with a Commercial Grade Air Scrubber and shall be maintained by the district and changed at the manufactured recommended intervals.
- 5.01.5 Air Scrubbers must be kept on at all times.

### **6.0 Health Screening, Testing, Notification, and Contact Tracing**

- 6.01 The District shall ensure, when required by the California Department of Public Health (CDPH), that all students, employees, and visitors are screened daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks. Unit members shall not be required to perform screening duties.
- 6.02 All unit members shall adhere to and be reminded of the District check-in procedures and safety protocols within the workday as indicated in the COVID-19 Prevention Program.

## **7.0 COVID-19 Testing**

- 7.01 Unvaccinated TK – 12 employees shall not be subject to mandatory COVID 19 testing. The federal Head Start Program Performance Standards continue to require all teachers, volunteers, and contractors working with Head Start to be fully vaccinated for COVID-19. Any teachers, volunteers, and contractors working with Head Start that are unvaccinated must continue to undergo weekly COVID-19 testing at their site.
- 7.01.1 The Association and District shall adhere to the Staff Isolation and Quarantine Guidelines. Should said guidelines change, the parties shall meet and confer over the impact and implementation.
- 7.02 In the event of a COVID-19 outbreak in a classroom; the District shall follow the guidance of state and local public health authorities and meet confer with MVEA.
- 7.03 If the County Health Officials notifies the District of a surge in community spread (more than 10 cases per 100,000) and hospitalizations in Riverside County, the District shall follow the guidance of state and local public health authorities and meet and confer with MVEA. The District shall follow the most restrictive/most robust county's guidelines at all schools.

## **8.00 Contact Tracing and Notification**

- 8.01 Upon notification that an employee or student has been infected with COVID-19, the District shall assist the Riverside County Public Health Department with contact tracing by following reporting procedures set forth by local, state, or federal guidelines. All persons who may have come in close contact, as defined by local, state and/or federal guidelines, with the infected individual shall be notified within the required timeframes per the county, state, and/or guidelines and any applicable laws.
- 8.01.1 A close contact is someone who was within 6 feet of a person with COVID-19 for at least 15 cumulative minutes over a 24-hour period starting from 2 days before symptoms appeared (or, for patients who do not have symptoms, 2 days prior to their test) until the time the patient is isolated. (Subject to change per the CDC guidelines)
- 8.01.2 The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.
- 8.01.3 The District shall continue to report to both the bargaining unit and the local health department, in accordance with CDPH guidance, any exposures of students and/or staff.

## **9.0 Covid 19 Exposures**

- 9.01 If a unit member believes they have contracted a COVID-19-related illness as a result of their employment, they may be entitled to workers' compensation benefits. If it is determined the COVID-19-related illness arose out of and in the course of employment, they may be entitled to compensation including full hospital, surgical, and medical treatment, disability indemnity, and death benefits.

- 9.02 Unit members that show symptoms of Covid-19 or disclose the result of a positive test, diagnoses, quarantine order or isolation order shall not be retaliated against. All privacy rights of individuals shall be protected.
- 9.03 The District agrees that “qualifying individual” for possible exposure under the law are:
  - 9.03.1 Those who have a lab-confirmed case of COVID-19.
  - 9.03.2 Those who have a positive COVID-19 diagnosis from a licensed health provider.
  - 9.03.3 Those who have a COVID-19 related order to isolate by a public health official.
- 9.04 When considering unit member’s medically documented Covid-19 High Risk Factors, the district shall require submission of a qualifying doctor’s note and unit member may be asked to participate in a ADA interactive meeting as needed in order to determine any reasonable accommodations.
- 9.05 Unit members and students who are ill or have had Covid exposure shall be required to stay home and follow all quarantine protocols and current leave laws and procedures.

**10.0 Leaves**

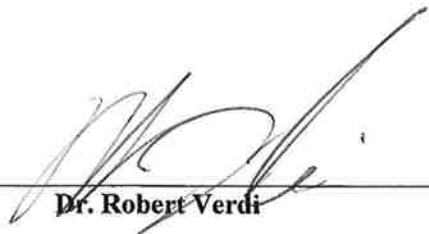
- 10.01 The District and Association agree to adhere to all guidelines as set forth by-SB 114: California’s COVID-19 Supplemental Paid Sick Leave.
  - 10.01.1 Employees may receive up to 80 hours of supplemental paid sick leave, which expires on September 30, 2022. The remaining balances employees have left from the original 80 hours under SB 114 allotment, may be used until June 30, 2023, only if no additional sick leave is granted by the State. If the Governor/State grants additional paid sick leave, the previous allotment from SB 114 will expire and dissolve upon the granting of the new allotment.

**11.0 Visitors, Non-School Time Hours and Gatherings**

- 11.01 The District may limit nonessential visitors, volunteers and activities involving external groups or organizations.
- 11.02 The District may provide options for and encourage remote meetings, including IEP meetings as allowed by law.

**12.0 Miscellaneous/Other Provisions**

- 12.01 This MOU shall expire in full without precedent on June 30 2023, unless extended by mutual written agreement.
- 12.02 Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this MOU with mutual agreement.



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**Dr. Robert Verdi**  
Chief Human Resources Officer  
MVUSD

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9/26/22  
Date



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**Christopher Farias**  
President  
MVEA

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September 21, 2022  
Date