

**Memorandum of Understanding Between the  
Moreno Valley Unified School District  
and the  
Moreno Valley Educators Association  
September 3, 2021**

*“Covid-19 Vaccination Verification or Testing”*

The Moreno Valley Unified School District (“DISTRICT”) and the Moreno Valley Educators Association jointly referred to as (“the Parties”) enter into this Memorandum of Understanding (MOU) regarding the “COVID-19 Vaccination Verification or Testing.” This agreement establishes how the Parties will fulfill the requirements of the California Department of Public Health’s order issued on August 11, 2021, for “Vaccine Verification For Workers in Schools” (“Order”) (see attached). The Order must be fully implemented by October 15, 2021. The Parties shall comply with the with the order as follows:

1. Vaccine Verification

By October 1, 2021, unit members shall provide proof of full Covid-19 vaccination status to the District so that the District may verify the status of all workers as required by the Order. A copy of each unit member’s proof of vaccination will be kept confidential by the District’s Human Resources office and is subject to protections for medical information under law.

- a. The following modes, pursuant to CDPH guidelines, may be accepted as proof of vaccination:
  - i. Covid-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided, and date last dose administered.
  - ii. A photo of a Vaccination Record Card as a separate document.
  - iii. A photo of the client’s Vaccination Record Card stored on a phone or electronic device.
  - iv. Documentation of Covid-19 vaccination from a health care provider.
- b. Unit members who provide proof of vaccination status (defined by the Order as someone for whom two weeks or more have passed after they have received their second dose of a two-dose vaccine [Pfizer or Moderna] or two weeks or more after they have received a single-dose vaccine [Johnson & Johnson]) shall be considered “ fully vaccinated” and will not be required to provide test results, per the Order.
- c. Those unit members who are not fully vaccinated, for whom vaccine status is unknown, or who have not provided proof of their full vaccination status shall be considered “unvaccinated” until the unit member provides proof of vaccination as described.

2. Unvaccinated Unit Members

- a. Unvaccinated unit members shall provide evidence of a PCR/molecular or antigen test for Covid-19 to the District by Friday of each week for the following work week. The District will provide testing opportunities to all staff on a weekly basis and results will be forwarded automatically by the testing agency. Testing will be offered in the following

ways:

- i. **Self-Administered Test**  
Self-administered tests will be made available at all school sites and departments. Employees will select either a saliva test or mid-turbinate swab (lower nasal swab), label with required information, and place the specimen in a designated biohazard container no later than 12:00 PM on Tuesdays and Thursdays.
- ii. **Symptomatic Testing**  
will be made available for all employees who are experiencing COVID-like symptoms and/or considered a close contact (exposure) at a centralized district location.
- b. Prior to a school recess (i.e. Thanksgiving, Winter, and Spring Breaks), the District will provide an at-home COVID-19 testing kit. Employees shall complete an at-home COVID-19 testing kit prior to return to work. If the test is positive, the employee must report the results to their immediate supervisor via email or phone call within 24 hours and remain at home in quarantine for ten (10) days.
- c. As required by the Order, the District shall track test results, conduct workplace tracing, and report positive cases to the county health department, Riverside University Health System and the California Department of Public Health.
- d. Unit members with positive test results will be eligible for up to 10 days of supplemental paid sick leave through September 30, 2021, as required by Senate Bill 95. All other provisions related to absences and leaves found in Article XXII 31 and 32 of the CBA remain in effect.
- e. 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.
- f. Previous history of Covid-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for Covid-19, does not waive this requirement for testing, per the Order.
- g. Unvaccinated unit members who fail to provide test results as required by the Order will not be able to work. These unit members may request unpaid leave in accordance with the CBA. All other provisions of the CBA and the Education Code remain in effect.
- h. Unit members may use COVID Supplemental Leave to attend an appointment to receive a COVID-19 vaccination through September 30, 2021. Should the state expand COVID Supplemental Leave, then this MOU shall follow any new guidelines set forth by the state related to COVID Supplemental Leave.

This agreement will expire upon the expiration of the Order. The Parties will further discuss any modification or amendment to the Order.

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

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Date

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**Connie Pruett**  
President  
MVEA

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Date