

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN THE

MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND THE

MORENO VALLEY EDUCATORS ASSOCIATION

REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.

March 16, 2021

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect.

The District and the Moreno Valley Educators Association ("Association") (jointly, "the Parties") enter this Memorandum of Understanding ("MOU") regarding the implementation of distance learning and the effects upon Association unit members.

The District and the Association agree to the following:

1.0 Restructuring

A temporary suspension of any future planning of restructuring shall be in place while this Agreement is in effect and/or until such time the District and Association mutually agree that sites may proceed with the process.

2.0 Small Learning Cohorts

Bargaining unit members may report to their assigned site to provide in person support to small learning cohorts—(Per CDPH Small Cohort Guidance schools are authorized to provide small group, in-person services to provide targeted support for English Language Learners, students with disabilities, foster youth, homeless youth, and/ students facing other Distance Learning challenges or barriers such as access to internet, connectivity, learning environment, learning modality, or students that are in need of in person support) during regular hours and with prior approval from their administrator/supervisor. All unit members that choose to report to their site for in person instruction to support small learning

cohorts/learning hubs will simultaneously be responsible for providing distance learning instruction to all these students that are enrolled on their roster and shall do so for the remainder of the school year. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements as outlined in the District's return to work guidelines. No member shall be pressured or coerced to volunteer. The conditions set forth in 2.0 shall not set precedent regarding future negotiations of in-person and/or hybrid instruction.

3.0 Hold Harmless

Unit members shall be held harmless whether occurring in person or virtually for any inadvertent errors, technical faults, or misuse/abuse of the platform or classroom environment and are expected to report any instances of student misuse/abuse to their school site administrator as soon as reasonably possible.

The purpose of the small learning cohorts/learning hubs is to provide targeted support and the facilitation of learning in a small environment while following the prescribed safety protocols.

The District and Association agree to meet and confer to discuss working conditions for distance learning, in-person and/or hybrid instruction.



Robert J. Verdi, Ed.D

Chief Human Resources Officer

MVUSD

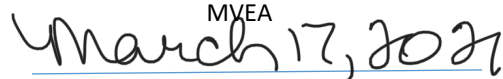
Date



Connie Pruett

President

MVEA



Date