

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COLTON JOINT UNIFIED SCHOOL DISTRICT
and
THE ASSOCIATION OF COLTON EDUCATORS**

This Memorandum of Understanding (“MOU”) is entered into by and between the Colton Joint Unified School District (“District”), the Association of Colton Educators.

Whereas, the District and the Associations (collectively, “The Parties”) agree that issues related to the COVID-19 pandemic have persisted; and

Whereas, the Parties recognize that the 2021 COVID-19 Supplemental Paid Sick Leave (SB 95) expired on September 30, 2021, 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 by and between the parties as follows:

District Paid 21-22 COVID-19 Leave

1. So long as the 2021 COVID-19 Supplemental Paid Sick Leave (SB 95) or any new applicable paid leave law is not in effect, bargaining unit members will be afforded up to ten (10)-days of District paid 21-22 COVID-19 leave, effective October 1, 2021, through March 15, 2022, under the following conditions:
 - a) COVID-19 Symptoms
A bargaining unit member who must isolate for a time period as defined by an order or guidelines of the California Department of Public Health as a result of experiencing COVID 19 symptoms and is seeking a diagnosis shall be required to provide the District with documentation that confirms a testing appointment within 24 hours of symptom onset and the date test results were obtained. If the bargaining unit member is unable to test within one (1) business day (or workday) of symptom onset, they shall be required to provide the District documentation from their healthcare provider placing them off-work while seeking a diagnosis.
 - b) COVID-19 Diagnosis
A bargaining unit member who must isolate for a time period as defined by an order or guidelines of the California Department of Public Health due to a confirmed COVID-19 diagnosis shall be required to provide the District proof of a positive test result with a copy of the positive test result or documentation from a medical provider placing him/her off work for this reason.

c) COVID-19 Close Contact Exposure*

A bargaining unit member who, as a result of the District's contact tracing process, is identified as having close contact exposure to a positive COVID-19 case during his/her workday and must self-quarantine for a time period as defined by an order or guidelines of the California Department of Public Health shall not be required to provide the District with proof of close contact exposure. The bargaining unit member shall be required to provide the District with documentation that confirms his/her test occurring on the 6th or 7th calendar day after the close contact exposure along with the date the test results were obtained.

**Close contact exposure is defined by the CDC as anyone who is within 6-feet of a COVID-19 positive case during the infectious period for a total of 15 minutes or more over a 24-hour period, masked or unmasked.*

d) COVID-19 Vaccine

A bargaining unit member that must be absent from work in order to receive a COVID-19 vaccine or due to experiencing complications or symptoms of COVID-19 as a result of receiving the COVID-19 vaccine shall be required to provide the District with documentation showing proof of vaccination and the date it was administered. Symptoms or complications of COVID-19 as a result of the vaccine average one to three (1-3) days in duration. The District will require a doctor's note if symptoms persist beyond three (3) calendar days. The District also reserves the right to require a doctor's note for a leave of three (3) days or less if there is good cause to suspect abuse of District paid 21-22 COVID 19 leave related to the vaccine, as outlined in Article 8 of the Collective Bargaining Unit Agreements.

e) Caring for a Child Due to a School Closure

A bargaining unit member that must be absent from work to care for his/her child whose school or place of childcare is closed due to COVID-19 on the premises shall be required to provide the District with the name of the school or place of childcare along with the dates it will be closed.

2. To be eligible for this extension of the Supplemental Paid Sick Leave benefit, certificated employees must also demonstrate compliance with the August 11, 2021 CDPH proof of COVID-19 vaccination mandate, or weekly testing requirement, as stated therein. Should these mandates change, ACE and the District agree to meet and confer.
3. The maximum number of District paid 21-22 COVID-19 leave days per bargaining unit member shall not exceed a total of ten (10).
4. The parties agree that the District's agreement to continue the COVID-19 Supplemental

Paid Sick Leave benefit as stated herein, is temporary and shall be extinguished/replaced upon any new Legislative action that extends and/or continues the duration of SB 95 COVID-19 Supplemental Paid Sick Leave, retroactively or otherwise. Should the new Legislative action provide for retroactive application, the District will retroactively code days taken pursuant to this MOU as days taken pursuant to the new Legislative action.

5. All parties agree to meet in the event there are any material changes to the California Department of Public Health order or guidelines. At the latest, the District paid 21-22 COVID-19 leave will expire on March 15, 2022, or upon enactment of another federal or state-provided law that provides Supplemental Paid Sick Leave.

Cristina Puraci

Date: 11/09/2021

Cristina Puraci
Association of Colton Educators President

Darrick Garcia

Date: 11/10/21

Darrick Garcia
Human Resources Assistant Superintendent