

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

This Memorandum of Understanding ("MOU"), between the Colton Joint Unified School District ("District") and the Association of Colton Educators ("ACE"), (collectively, "The Parties"), is entered into for the purpose of memorializing the mutual understanding related to the Order mandating COVID-19 vaccination verification and testing protocols. This MOU shall apply exclusively to the 2021-22 school year.

CONCERNING VACCINE VERIFICATION

WHEREAS, the Colton Joint Unified School District ("District") and the Association of Colton Educators ("Association") are parties to a collective bargaining agreement ("Agreement") that establishes terms and conditions of employment for unit members; and

Whereas, the District and the Association (collectively, "The Parties") enter into this memorandum of understanding in fulfillment of the requirements of the California Department of Public Health Order issued on August 11, 2021, for "Vaccine Verification For Workers in Schools" ("Order"); and Whereas, the Order mandating COVID-19 vaccination verification and testing protocols must be fully implemented by October 15, 2021.

WHEREAS, the parties wish to meet and clarify their intent as it relates to COVID-19 vaccination verification and testing protocols;

NOW, THEREFORE, the parties agree as follows:

1. By October 15, 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. Employees will provide proof of vaccination status by logging into the San Bernardino County Best Net Portal and uploading the appropriate documentation. A copy of each unit member's proof of vaccination will be kept confidential and is subject to protections for medical information under the law.
2. Unit members may utilize Senate Bill 95 Leave (until its expiration), Sick Leave, General Leave or Personal Necessity Leave as provided by law and/or in accordance with the Collective Bargaining Agreement (CBA) in order to receive the vaccine.
 - 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 the name of the person

- vaccinated, type of vaccine, lot number, and date the last dose was administered.
- ii. A photo of a Vaccination Record Card as a separate document.
 - iii. A photo of the holder's Vaccination Record Card stored on a phone or electronic device.
 - iv. Documentation of COVID-19 vaccination from a health care provider.
3. The District and the Association agree to negotiate the implication of the Senate Bill 95 Leave ending.
 4. 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.
 5. 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.
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6. Asymptomatic **unvaccinated** or incompletely vaccinated workers are **required to undergo** diagnostic screening testing.

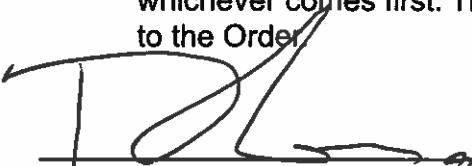
Unvaccinated Unit Members

1. Unvaccinated unit members shall provide weekly (once every seven days) evidence of a current CDPH acceptable COVID-19 negative test result to the District. Test results may be submitted electronically through a provided link, in-person, or through the District testing database. The first date by which test results are to be submitted to Human Resources, is Friday, October 22, 2021.
2. As required by the Order, the District shall track test results in the Human Resources office, conduct workplace tracing, and report positive cases to the San Bernardino County Department of Public Health.
3. The District will provide unit members and the Association with a list of community partners included in the Order that provide COVID-19 tests.
4. The District will provide (at no cost to members) weekly COVID-19 testing, at multiple locations throughout the week, before school, during, and after work hours. The testing option should be saliva testing or nasal swabs (optional for vaccinated members).
5. Unit members may choose to use a testing site provided by the District (**at no cost**) or unit members may choose a testing site that meets the requirements of the Order (**at their own cost**), and they are able to use their prep time to get tested.

6. Unit members may choose to use a testing site provided by the District or unit members may choose a testing site that meets the requirements of the Order, and they are able to use their prep time to get tested.
7. 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 13 of the CBA, or any negotiated District-paid COVID-19 leave shall remain in effect.
8. If a unit member subjects to a test from an approved testing site and the results of that test are delayed, lost, or are inconclusive (and they have proof of testing- appt. date), the unit member may be granted an extension **with Human Resources approval and as permitted by law.**
9. In the event a unit member tests positive for COVID-19, the District will follow all CDPH guidelines regarding the isolation period. Upon completion of the isolation period and return to work, unvaccinated unit members will still be required to test weekly.
10. Unvaccinated unit members who fail to provide test results as required by the Order will not be able to provide service. These unit members may be placed on unpaid leave or may utilize any available paid leave in accordance with the CBA. Unit members utilizing available paid leaves must provide proof of a negative COVID-19 test result prior to returning to service. All other provisions of the CBA and the Education Code remain in effect.

General Provisions

1. This agreement will expire **June 30, 2022** or upon the expiration of the Order, whichever comes first. The Parties will further discuss any modification or amendment to the Order.



 Darrick Garcia
 Colton Joint Unified School District

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 Date

Cristina Puraci

 Cristina Puraci
 Association of Colton Educators

_____ 09/22/2021
 Date