

MEMORANDUM OF UNDERSTANDING BETWEEN

THE

REDLANDS UNIFIED SCHOOL DISTRICT,

THE REDLANDS TEACHERS ASSOCIATION/CTA/NEA, and

THE REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/CTA/NEA

This Memorandum of Understanding (“MOU”) is entered into by and between the Redlands Unified School District (“District”), the Redlands Teachers Association/CTA/NEA, and the Redlands Education Support Professionals Association/CTA/NEA (“Associations”).

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) will expire 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 June 30, 2022, under the following conditions:
 - a. **COVID-19 Symptoms (Vaccinated or Unvaccinated)**
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 (Vaccinated or Unvaccinated)**
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 (Unvaccinated Outside of Work)*

A bargaining unit member who must quarantine for a time period as defined by an order or guidelines of the California Department of Public Health due to close contact exposure to a positive COVID-19 case shall be required to provide the District proof of a positive test result from the individual he/she was exposed to with all confidential information redacted. The documentation from the positive individual must show the date of the positive test. In the event the bargaining unit member cannot provide proof of a positive COVID-19 test from the individual that he/she was exposed to, the bargaining unit member has the option of providing a doctor's note ordering a self-quarantine. The bargaining unit member shall be required to also provide the District with documentation that confirms his/her own test occurring on the 6th or 7th calendar day after the close contact exposure along with the date the test results were obtained.

d. COVID-19 Close Contact Exposure (Unvaccinated While at Work)*

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.*

e. 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 averages 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.

f. Caring for a Family Member for COVID-19 Related Reasons (Vaccinated or Unvaccinated)

A bargaining unit member that must be absent from work to care for an immediate family member (as defined by Article 3.8 (RTA) and 8.3 (RESPA)) that is subject to a quarantine or

isolation for a time period as defined by an order or guidelines of the California Department of Public Health shall be required to provide the District with proof of the positive test of the family member or documentation from a health care provider ordering the isolation or quarantine with all confidential information redacted. The positive test must include the name of the immediate family member, and the bargaining unit member must provide the District with their relationship to the immediate family member. The District reserves the right to require proof of relationship if abuse of leave is suspected.

g. Caring for a Child Due to a School Closure (Vaccinated or Unvaccinated)

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. The maximum number of District paid 21-22 COVID-19 leave days per bargaining unit member shall not exceed a total of ten (10).
- 3. 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 June 30, 2022, or upon enactment of another federal or state provided law that provides Supplemental Paid Sick Leave.



 Representative
 Redlands Unified School District

9-30-2021


 Date



 Representative
 Redlands Teachers Association/CTA/NEA

9-30-2021

 Date



 Representative
 Redlands Education Support Professionals
 Association/CTA/NEA

9/30/2021

 Date