

MEMORANDUM OF UNDERSTANDING BETWEEN

THE

THE REDLANDS UNIFIED SCHOOL DISTRICT

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”) and the Redlands Education Support Professionals Association/CTA/NEA (“Association”).

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.

Now, therefore, it is agreed by and between the parties as follows:

Vaccine Verification

1. By September 17, 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 in the District’s Human Resources office and is subject to protections for medical information under 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 name of 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. 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.
4. 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.
5. Unit members who are fully vaccinated and have provided vaccine verification to Human Resources by October 8, 2021, will receive a two hundred and fifty (\$250.00) dollar stipend. The stipend also applies to unit members who have provided vaccine verification to Human Resources of a second dose of a two-dose vaccine or the first dose of a one-dose vaccine by October 8, 2021.

Unvaccinated Unit Members

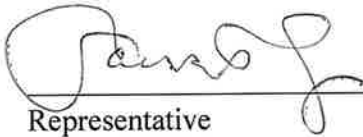
1. Unvaccinated unit members shall provide weekly (once every seven days) evidence of a current CDPH acceptable COVID-19 negative test result to the District. Test results may be submitted electronically through a provided link, in-person, or through the District testing database. The first date by which test results are to be submitted to Human Resources, is Friday, October 8, 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.
5. 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.
6. 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 8 of the CBA, or any negotiated District-paid COVID-19 leave shall remain in effect.
7. 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.
8. 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.

9. Unvaccinated unit members who willfully defy the Order will be subject to formal disciplinary action. Further, any forged document submitted by a unit member will also result in disciplinary action which may include suspension without pay and/or termination.

General Provisions

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



Representative
Redlands Unified School District

8/31/21

Date



Representative
Redlands Education Support Professionals
Association/CTA/NEA

8/31/2021

Date