

# MEMORANDUM OF UNDERSTANDING

By and between  
Lake Tahoe Unified School District (“District”) and the California School  
Employees Association, Chapter No. 286 (together “CSEA”)  
October 8, 2021

The Parties enter into this agreement in accordance with the Memorandum of Understanding for the 2021 - 2022 school year. This agreement establishes how the Parties will fulfill the requirements of the California Department of Public Health's order issued on August 11, 2021 for “Vaccine Verification for Workers in Schools” (“Order”). All employees shall have the right to request a reasonable accommodation as afforded by applicable law.

The Order must be fully implemented by October 15, 2021.

The Parties shall comply with the order as follows:

1. Vaccine Verification

By September 24, 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.

- a. Unit members may utilize leaves as provided for in law and in the Collective Bargaining Agreement (CBA) in order to receive the vaccine.
- b. The following modes, pursuant to CDPH guidelines, may be accepted as proof of vaccination:
  1. 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 provided and date last dose administered.
  2. A photo of a Vaccination Record Card as a separate document.
  3. A photo of the client's Vaccination Record Card stored on a phone or electronic device.
  4. Documentation of Covid-19 vaccination from a health care provider.

- c. 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.
- d. 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.

## 2. Unvaccinated Unit Members

Unvaccinated unit members shall provide evidence of a PCR/molecular or antigen test for Covid-19 to the District by Friday of each week for the following work week. The first Friday by which test results are to be submitted is Friday, October 8, 2021. Test results shall be submitted by the unit member by the Friday prior to return to work when an unvaccinated unit member is returning from an extended leave or following a school recess (i.e. Thanksgiving, Winter, and Spring Breaks). Test results should be submitted to the Human Resources office.

- a. 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 county health department.
- b. The District will provide unit members and the Association with a list of community partners that provide Covid-19 tests included in the Order.
- c. Based on availability, the District will provide one of the two options for testing "on-site": (1) antigen testing twice a week (Mondays and Thursdays) or (2) PCR testing once a week which will be at no cost to the employee. Employees who do not avail themselves of the "on-site" testing provided by the District and, instead, access COVID-19 testing elsewhere shall be solely responsible for any costs associated with that off-site testing. Employees who access the "on-site" testing program shall remain in paid status for the time period necessary to test. The parties agree that employees shall undergo the "on-site" testing either immediately upon starting work or immediately before ending work.

Employees will notify their supervisors when they will undergo "on-site" testing in order to minimize impacts to District operations. Should the number of employees accessing the testing facility become so numerous as to cause the testing process to unreasonably interfere with employee's duties, the District shall be responsible for creating a schedule for the employees. The schedule will identify specific times each individual employee will go to the testing area, to

avoid backup of employees and facilitate an efficient testing process. The District shall make every effort to keep the testing area, room etc. confidential.

- d. 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 SB 95 or 10 days of Administrative Leave if SB95 is not extended. All other provisions related to absences and leaves found in Article XIII of the CBA remain in effect.
- e. Previous history of Covid-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for Covid-19, do not waiver this requirement for testing, per the Order.
- f. 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 request special leave unpaid in accordance with the CBA. All other provisions of the CBA and the Education Code remain in effect.

This agreement will expire at the end of the 2021-22 school year.

Tentatively agreed on 10/27, 2021.

District:

CSEA:



Andrea Salazar  
Associate Superintendent/CBOO



Bernadette Santana  
CSEA Chapter 286 President



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Dominic Gualco  
Labor Relations Representative