

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONA-NORCO CHAPTER 369
AND
THE CORONA-NORCO UNIFIED SCHOOL DISTRICT**

**Effects of Weekly Testing Mandate
California Health Office Order
October 8, 2021**

This Memorandum of Understanding (MOU) is between the California School Employees Association and its Corona-Norco Chapter 369 (CSEA) and Corona-Norco Unified School District (District). CSEA and CNUSD met regarding the State Public Health Officer of the State of California Order (Order) issued August 11, 2021. The Order declares that school Districts must weekly test all unit members that are not fully vaccinated, and Districts must be in full compliance by October 15, 2021.

“Testing requirements:

- A. Asymptomatic **unvaccinated** or incompletely vaccinated workers are **required to undergo** diagnostic screening testing.
- B. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested **at least once weekly** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- C. Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. 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** waive this requirement for testing.

D. Schools with workers required to undergo workplace diagnostic screening testing should have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments. There are IT platforms available that can facilitate these processes for schools.”

Therefore, effective from the date of signatures of both parties:

1. Weekly testing of unit members will begin Monday, October 18, 2021.
2. The District shall continue to provide unit members a method to submit their Vaccination Verification Card electronically and in person.
3. Tests shall be offered to unit members free of charge.
4. Unit members shall complete a one-time electronic registration process with the board-approved testing company prior to testing.
5. Unit members shall contact their immediate supervisors to obtain their test kit's location and ask any direct questions.
 - a. Per Article 2.9 Definitions Collective bargaining agreement between CSEA and CNUSD.

“ Immediate Supervisor” is defined as those non-bargaining unit members who have evaluative responsibility over unit members.”
6. Test kits shall be located at each site for all qualified unit members.
7. Test kits shall be self-administrator by the unit member.
8. Unit members shall have a choice between a shallow nasal PCR or a saliva PCR test kit.
9. The District commits to having both types of tests available for each unit member.
10. The test can be taken during work time.
 - a. No barriers shall be created to prevent unit members from taking the test during work time.
11. The District shall provide the test kits for unit members to self-administer their test on Monday, Tuesday, or Wednesday of each week.
 - a. A completed testing kit shall be submitted weekly by Wednesday no later than 1:30 pm.
 - b. Failure to test weekly will lead to unit members being placed in unpaid status until they comply with the mandate.

12. Unit members may choose to secure a test through their personal health care provider or other services; however, unit members must provide proof they have received a test.
13. Unit members who use their personal health care provider or other services must upload their test results to the district platform or submit them to HR in person.
 - a. Failure to do so will lead to a unit member being placed in unpaid status until they are in compliance with the mandate.
14. All completed tests that are returned shall be kept in a safe, and secure location.
15. Test kits cannot be stored or located in Library, MPR, Health Office, or Front Desk Reception.
 - a. Weekly testing shall not increase the workload of any unit members.
16. Unit members caught tampering with anything test kits and/or secure bins will be subject to Article 20 Disciplinary Action Procedures.
17. Unit members who are not fully vaccinated and do not participate in weekly testing as required will be ineligible to provide service to the District and shall be placed on unpaid leave as of the following Monday.
18. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provision of the CBA (Article 14).
19. All other provisions of the CBA and the California Education Code remain in effect.
20. The Parties recognize the Order may change are changing rapidly. The Parties will continue to negotiate those aspects that fall within the scope of bargaining.
21. This MOU shall remain in effect through June 30, 2022, unless Order are lifted, in which case this agreement will expire.

This MOU is subject to ratification by CSEA Corona Norco 369 membership, CSEA Policy 610 requirements, and the adoption by the Corona Norco School Board of Education.

California School Employees Association
(and its Corona-Norco Chapter 369)

Lorena Lopez 10/8/21
Lorena Lopez Date
President

Raquel Rodriguez 10/8/21
Raquel Rodriguez Date
Negotiation Team Member

NOT Present

Blanca Nunez Date
Blanca Nunez Date
Negotiation Team Member

Cheryl Gray 10/8/21
Cheryl Gray Date
Negotiation Team Member

NOT Present

Veronica Marquez Date
Veronica Marquez Date
Negotiation Team Member

Monica L. Contreras 10/8/2021
Monica L. Contreras Date
Labor Relations Representative

Corona-Norco Unified School District

Glen A. Gonsalves 10/8/21
Glen A. Gonsalves Date
Assistant Superintendent, Human Resources

Kathy Lee 10/8/21
Kathy Lee, Ed.D. Date
Administrative Director, HR

Dalia Gadelmawla 10/8/21
Dalia Gadelmawla Date
Assistant Superintendent, Business

Rufus Taylor Jr. 10/8/21
Rufus Taylor Jr. Date
Assistant Principal

NOT Present

Petria Gonzales Date
Petria Gonzales Date
Principal