**[Instructions: Issue within 1 business day of close contact exposure (delete before sending)]**

**[To be Placed on District Letterhead]**

**[Date]**

**[INSERT NAME AND ADDRESS]**

**[JOB TITLE]**

Re: Labor Code Section 6409.6 Employer Notice of

Close Contact[[1]](#footnote-1) Exposure to COVID-19

Dear **[INSERT]**:

**[INSERT]** District (District) hereby notifies you that you have been identified as having a close contact exposure to COVID‑19 on **[INSERT DATE]** (Exposure Date) at **[INSERT worksite name and address, and specific assigned duty location]**.

District received notice that a qualifying person as defined under Labor Code section 6409.6 was physically present at District’s worksite within one business day of the date of this notice. Based on District’s review of staffing assignments and schedules for **[INSERT DATE]**, it has been determined that you had close contact with a qualifying person during the infectious period for COVID‑19. Please be advised that District is prohibited by law from disclosing the identity of the qualifying person in this notice.

Pursuant to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS), you are hereby advised to refer to the notice below based on your individual vaccination status on file with District.

**Notice for Unvaccinated Employee:**

**Asymptomatic Employee**

If you are an asymptomatic unvaccinated employee you are required to quarantine away from the work place for a period of 10 days from the Exposure Date.

**Symptomatic Employee**

If you are a symptomatic unvaccinated employee you are required to quarantine away from the work place and will not be allowed to return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; and
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

District will provide any unvaccinated employee with testing for COVID‑19 at no expense during paid time. However, be advised that a negative test result will not shorten the quarantine period. You may contact **[INSERT]** at **[INSERT]** to obtain information on available testing options.

**Notice for Fully Vaccinated[[2]](#footnote-2) Employee:**

As a fully vaccinated employee you do not have to quarantine away from the work place or test for COVID-19 if you are asymptomatic. If you begin experiencing symptoms of COVID-19, you should notify **[INSERT]** and quarantine for a period of **[****INSERT]** days from the first day of symptoms and undergo testing. District will provide you with testing for COVID‑19 at no expense during paid time. You may contact **[INSERT]** at **[INSERT]** to obtain information on available testing options.

**Notice for Partially Vaccinated Employee:**

District’s current records indicate that you do not meet the definition of fully vaccinated, and current public health and safety guidance requires District to designate you as an unvaccinated employee.

**Asymptomatic Employee**

As an asymptomatic unvaccinated employee, you are required to quarantine away from the work place for a period of 10 days from the Exposure Date.

**Symptomatic Employee**

As a symptomatic unvaccinated employee, you are required to quarantine away from the work place and will not be allowed to return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; and
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

District will provide unvaccinated employees with testing for COVID‑19 at no expense during paid time. However, be advised that a negative test result will not shorten the quarantine period. You may contact **[INSERT]** at **[INSERT]** to obtain information on available testing options.

Notice of Eligibility to Access Leave Benefits

You may be entitled to receive benefits in one or more of the following categories:

* worker’s compensation benefits;
* COVID-19-related leave;
* sick leave;
* extended sick leave;
* supplemental sick leave; and
* state mandated leave.

The leave benefits listed above are a general reference. There may be additional negotiated leave benefits available to you pursuant to the contract between District and your exclusive representative. [District may reference and attach with this notice information on benefits employees may be entitled to receive due to a potential exposure to COVID-19.]

Notice of District’s Anti-Retaliation and Anti-Discrimination Policy

Attached to this notice are District’s anti-retaliation and anti-discrimination policies. These policies protect employees from adverse employment actions and treatment related to this potential exposure. District will not retaliate against a worker for disclosing a positive COVID-19 test, diagnosis, or order to quarantine or isolate. Workers who believe they have been retaliated against in violation of law may file a complaint with the California Division of Labor Standards Enforcement.

Notice of Disinfection and Safety Plan

District will implement its current COVID-19 disinfection protocols and safety outlined in its COVID-19 Prevention Program (CPP) posted on District’s website.

Employer Notice to Exclusive Representative

Pursuant to Labor Code section 6409.6, District is required to provide notice of your potential exposure to COVID‑19, and the benefits available related to the potential exposure, to both you and your exclusive representative, if any. The specific details provided in the Notice to the Exclusive Representative regarding your potential exposure to COVID‑19 conform to California Division of Occupational Safety and Health Form 300.

District will contact you to provide additional information regarding this matter as needed. Please contact the District’s designated COVID-19 positive case contact at **[INSERT Name and Telephone, email]** with any questions or concerns.

Sincerely,

**[INSERT Name]**

**[INSERT TITLE]**

**[INSERT DISTRICT]**

[Attachments]

**[Instructions: Issue within 1 business day of close contact exposure (delete before sending)]**

**[To be Placed on District Letterhead]**

**[Date]**

**[INSERT NAME AND ADDRESS]**

**[JOB TITLE]**

Re: Labor Code Section 6409.6 Employer Notice to Employee’s

Exclusive Representative of Close Contact[[3]](#footnote-3) Exposure to COVID-19

**[Member Name]**

Dear **[INSERT]**:

**[INSERT]** District (District) hereby notifies you that the above-referenced member has been identified as a close contact exposure to COVID‑19 on **[INSERT DATE]** (Exposure Date) at **[INSERT worksite name and address, and specific assigned duty location]**.

District received notice that a qualifying person, as defined under Labor Code section 6409.6, was physically present at District’s worksite within one business day of the date of this notice. Based on District’s review of staffing assignments and schedules for **[INSERT DATE]**, it has been determined that the above-referenced member may have been in close contact to a qualifying person during the infectious period for COVID‑19. Please be advised that District is prohibited by law from disclosing the identity of the qualifying person in this notice.

Pursuant to the Cal/OSHA COVID-19 ETS, District is required to provide notice to employees based on their individual vaccination status on file with District. The member has received a separate specific notice based on their current vaccination status on file with District. This notice to the employee’s exclusive representative does not disclose the individual member’s vaccination status.

**Requirements for Unvaccinated Employees:**

Asymptomatic unvaccinated employees have been directed to quarantine away from the work place for a period of 10 days from the Exposure Date.

Symptomatic unvaccinated employees have been directed to quarantine away from the work place and will not be allowed to return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; and
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

District will provide unvaccinated employees with COVID-19 testing at no expense during paid time. Employees have been directed to contact **[INSERT]** for information on available testing options.

**Requirements for Fully Vaccinated[[4]](#footnote-4) Employees:**

Fully vaccinated employees do not have to quarantine away from the work place or undergo testing after a known exposure to COVID-19 if they are asymptomatic.

If a fully vaccinated employee begins experiencing symptoms of COVID-19 they have been directed to notify [INSERT] and quarantine for a period of [INSERT] days from the first day of symptoms and undergo testing. District will provide these employees with COVID-19 testing at no expense during paid time. Employees have been directed to contact [INSERT] for information on available testing options.

**Requirements for Partially Vaccinated Employees:**

Employees who do not meet the definition of fully vaccinated will be treated as unvaccinated.

Asymptomatic unvaccinated employees have been directed to quarantine for period of 10 days from the Exposure Date.

Symptomatic unvaccinated employees have been directed to quarantine away from the work place, and will not be permitted to return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications; and
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

District will provide unvaccinated employees with COVID-19 testing at no expense during paid time. Employees have been directed to contact **[INSERT]** for information on available testing options.

Notice of Eligibility to Access Leave Benefits

Employees may be entitled to receive benefits in one or more of the following categories:

* worker’s compensation benefits;
* COVID-19-related leave;
* sick leave;
* extended sick leave;
* supplemental sick leave; and
* state mandated leave.

The leave benefits listed above are a general reference. There may be additional negotiated leave benefits available to you pursuant to the contract between District and your exclusive representative. [District may reference and attach with this notice information on benefits employees may be entitled to receive due to a potential exposure to COVID-19.]

Notice of District’s Anti-Retaliation and Anti-Discrimination Policy

Attached to this notice are District’s anti-retaliation and anti-discrimination policies. These policies protect employees from adverse employment actions and treatment related to this potential exposure. District will not retaliate against a worker for disclosing a positive COVID-19 test, diagnosis, or order to quarantine or isolate. Workers who believe they have been retaliated against in violation of law may file a complaint with the California Division of Labor Standards Enforcement.

Notice of Disinfection and Safety Plan

District will implement its current COVID-19 disinfection protocols and safety outlined in its COVID-19 Prevention Program (CPP) posted on District’s website.

Employer Notice to Exclusive Representative

Pursuant to Labor Code section 6409.6, District is required to provide notice of your member’s potential exposure to COVID‑19, and the benefits available related to the potential exposure, to both the employee and you as their exclusive representative. The specific details provided in the Notice to Exclusive Representative regarding the potential exposure to COVID‑19 conform to California Division of Occupational Safety and Health Form 300.

District will contact you to provide additional information regarding this matter as needed. Please contact the District’s designated COVID-19 positive case contact at **[INSERT Name and Telephone, email]** with any questions or concerns.

Sincerely,

**[INSERT Name]**

**[INSERT TITLE]**

**[INSERT DISTRICT]**

[Attachments]

1. “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined in Labor Code section 3205 (10)(A)(B). [↑](#footnote-ref-1)
2. “Fully vaccinated” means the employer has documented that the person received, at least 12 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO). [↑](#footnote-ref-2)
3. “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined in Labor Code section 3205 (10)(A)(B). [↑](#footnote-ref-3)
4. “Fully vaccinated” means the employer has documented that the person received, at least 12 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO). [↑](#footnote-ref-4)