**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding by and between the [School District] ("District") and [Union] (“Union”), collectively referred to hereinafter as "the Parties,” is entered into on this \_\_\_\_\_ day of January 2021. This Memorandum of Understanding sets forth the protocol and terms that the Parties have agreed upon to govern the terms and conditions of Covid-19 vaccinations.

The Parties have a mutual interest in assuring the health and safety of students, families, and school staff and recognize importance of encouraging the greatest number of school staff to receive a vaccine. While vaccines represent a major stride toward controlling the virus, vaccination must be but one part of a comprehensive infection control plan. As such, the Parties agree to cooperate in promoting public health safety practices that are proven to mitigate the risk of Covid-19 transmissions.

In an effort to mitigate the risk of COVID-19 transmission/infection in the workplace, the Parties hereby agree as follows:

1. **GENERAL**

This MOU is non-precedent setting and is governed by the underlying terms and conditions of the current collective bargaining agreement (“CBA”) between the Parties. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA except as expressly set forth herein. To the extent that the terms herein do modify the CBA, both Parties agree that such modifications only apply to COVID-19 vaccinations and do not extend beyond the expiration of the Agreement. The Parties reserve their right to negotiate additional provisions related to Covid-19.

1. **INFECTION CONTROL**
2. Facility infection control practices shall remain unchanged from the status quo ante, including employee access to personal protective equipment.
3. Employees must continue to observe facility infection control practices, regardless of whether or not the employee received immunization.
4. **VACCINE DISTRIBUTION** 
   1. Prior to distribution, the District shall develop and/or distribute informational resources for employees to ensure that they are adequately informed of:
      1. the FDA emergency use authorization of the vaccine(s).
      2. the known risks and benefits of the vaccine(s), and the extent to which benefits, and risks are unknown.
      3. any known contraindications, reactogenicity, and additional considerations identified by the vaccine manufacturer for pregnant, breastfeeding/lactating, immunocompromised persons, and any other special populations identified by the vaccine manufacturer; and
      4. school employee options for accepting or refusing immunization.
   2. Prior to receiving a vaccine, all staff shall be required to attend at least one (1) informational session. Employees will be given paid release time to attend one (1) session. The District will provide the Union advance notice of the content of the information session. If the Union desires it, a representative of the Union shall be given an opportunity to address staff in attendance during the session.
   3. The vaccine will be provided at no cost to employees.
   4. Employees may elect to receive COVID-19 immunization on a voluntary basis. Employee must notify [appropriate contact] of their intent to accept or reject immunization by completing and submitting a vaccination declination form to [appropriate office] by [date], which will give employees the option to decline due to a sincerely held religious belief, medical accommodation, or another reason.
   5. In order to minimize disruption to student learning from missed work due to side effects from a COVID-19 vaccine, administration of the COVID-19 vaccine will be staggered both across and within schools, grade levels, and departments to the greatest extent possible.
   6. Priority in the distribution of the COVID-19 vaccine will be given to employees based on the following factors, in order of descending priority [*Adapt priority to fit your district’s reopening plan*]:
      1. Staff currently working in person.
      2. Staff scheduled to return to in-person learning at an earlier date.
      3. Staff who routinely work in close contact with high-needs students who have greater difficulty observing health and safety protocol.
      4. Staff at increased risk of severe illness from contracting COVID-19 due to an underlying medical condition.
      5. Staff who share a household or care for an individual who is at increased risk of severe illness from COVID-19 due to an underlying medical condition; and
      6. Staff preference.
   7. The Advisory Council on Vaccine Practices (ACIP) and the CDC advise that individuals with a prior history of COVID-19 should be offered the COVID-19 vaccine and that individuals with a current COVID-19 infection delay receiving a COVID-19 vaccination until fully recovered from acute illness and the CDC’s criteria have been met to discontinue isolation. The District shall follow the recommendations of the ACIP and the CDC with respect to vaccine administration for employees with a current or previous COVID-19 infection. The District shall notify the Union when it is changing vaccination protocols for the aforementioned groups of employees in response to a change in recommendation from the ACIP/CDC.
   8. The ACIP/CDC do not recommend testing individuals for acute or prior COVID-19 for the purposes of vaccine decision-making. Accordingly, the District shall not require Employees to be tested for COVID-19 in order to receive a vaccine.
   9. The District agrees to take reasonable steps to ensure that all school employees who receive a first dose will receive any remaining doses within the medically required timeframe.
   10. School employees may use up to three (3) sick days following the second dose in light of the mild to moderate side effects some people experience. These sick days will not be charged to leave balances.
5. **REPORTING** 
   1. The District shall collect information on employee experience with adverse side effects after receiving the COVID-19 vaccine and report any serious adverse events through the Vaccine Adverse Event Reporting System (VAERS). The District shall share anonymized information with the Union. The Union agrees to take appropriate actions to encourage employees in the bargaining unit to report experiences with adverse side effects resulting from a COVID-19 vaccine.
   2. The District agrees to routinely update the Union about the availability of vaccine doses.
6. **TERM**

This MOU will remain in effect until December 31, 2021 or for the duration of the Covid-19 emergency, whichever is later.

**For the Employer: For the Union:**

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