

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding by and between [Employer] ("Employer") and [Union] ("Union"), collectively referred to hereinafter as "the parties," is entered into on this \_\_\_\_ day of \_\_\_\_ 2021. This Memorandum of Understanding sets forth the protocol and terms that the Parties have agreed upon to govern the distribution of COVID-19 vaccines.

Whereas, the Parties recognize the importance of maintaining healthy workplaces to provide safe patient care environment; and

Whereas, COVID-19 puts students, staff, and their families at risk; and

Whereas, vaccines represent one necessary, but insufficient, part of a plan to control the spread of COVID-19 in our community; and

Whereas, other necessary components of the plan to include, but are not limited to, participation in widely accepted public health safety practices including social distancing, mask wearing, basic hygiene, and participation in health screenings; and

Whereas, the Parties are already implementing and will continue to participate in public health safety practices that are proven to reduce COVID-19 transmission.

The Parties hereby agree to the following:

1. **Protective equipment.** Employees will continue to have access to masks, shields, and other protective equipment (PPE) recommended by CDC guidelines.
2. **Vaccines.** The parties will observe the following protocols regarding vaccines:
  - a. Employees may use up to three (3) days of leave following a first or second dose in light of the mild to moderate side effects some people experience. These sick days will not be charged to accrued leave balances provided for the 2020-21 or 2021-22 school year.
  - b. The district may require staff to show proof of vaccination for COVID-19 subject to religious and disability-related exemptions.
  - c. If an individual has a religious or disability-related reason to decline vaccination, that individual will complete a vaccine declination form.
  - d. Individuals who complete a vaccine declination form may be required to wear a mask or other recommended PPE in order to ensure protection from possible COVID-19 infection.

3. **Quarantine.** Following Minnesota Department of Health guidelines, if a staff member has completed COVID-19 vaccination (two doses in a two dose series or one dose in a one-dose series) and is exposed, they do not need to quarantine if ALL of the following are true:
  - a. The COVID-19 exposure was at least 14 days after their vaccination series was fully completed.
  - b. They do not currently have any symptoms of COVID-19.
4. **Duration.** 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 unless expressly identified as such. This MOU will sunset on [\_\_\_\_], unless the Parties agree to extend in writing. Should vaccines receive approval on a non-emergency basis, the parties will agree to negotiate a successor MOU prior to the implementation of any vaccination mandate.

**For the Employer:**

**For the Union:**

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