**MEMORANDUM OF UNDERSTANDING**

Draft updated 9-21-2021

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:
	1. Employees may use up to three (3) days of leave for a COVID-19 vaccine dose in the event 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.
	2. The district may require staff to show proof of vaccination for COVID-19 subject to religious and disability-related exemptions.
	3. If an individual has a religious, disability, or other reason consistent with OSHA rules and standards to decline vaccination, that individual will complete a vaccine declination form. Individuals who complete a vaccine declination form or fail to provide proof of vaccination shall be required to take weekly COVID-19 tests in order to ensure protection from possible COVID-19 infection.
	4. Individuals who complete a vaccine declination form shall be required to wear a mask or other recommended PPE.
3. **Testing.** Employees who are required to test for COVID-19 weekly shall submit the results of a test taken in the prior 72 hours prior to the start of their duty day on the first day of each work week. For example, tests taken on Friday after school must be submitted by Monday at 8 am.
	1. Staff who are required to test can either go to one of the state of Minnesota’s COVID-19 community testing sites or use a district-provided test subject to availability.

OR

The district shall provide staff-administered tests pursuant to Minnesota Department of Health testing protocols on a designated day each week which shall be communicated to all staff required to test.

**Note: locals and districts should decide which option or options with respect to testing best meet the needs of their staff and situation.**

* 1. Test results shall be reported to the district’s designee.
1. **Health information.** The Employer agrees that any medical information concerning an employee's or job applicant's limitations or reasonable accommodation needs, as well as test results, will be kept confidential in compliance with applicable federal, state and local laws.
2. **Quarantine**. Pursuant to CDC guidance, fully vaccinated staff should get tested 3-5 days after their exposure to a confirmed COVID-16 case with or without symptoms. Fully-vaccinated staff must also wear a mask while indoors on school property for 14 days following exposure or until their test result is negative.

Individuals who are not fully vaccinated or who are symptomatic must continue to observe COVID-19 quarantine protocols, including obtaining a PCR test immediately following their exposure, obtaining a second test three to five days following their last exposure, and only returning to work with proof of two negative test results.

1. **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:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date: Date:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_