

## **MEMORANDUM OF AGREEMENT**

**RE: COVID-19 VACCINATIONS**

**WHEREAS**, the parties, namely the Little Compton School Committee (“Committee”) and the Little Compton Educational Support Personnel (“LCESP”) agree that the health and safety of students and staff is of the highest priority; and

**WHEREAS**, the Parties negotiated the following terms in good faith regarding the impact of the Committee’s decision to mandate vaccination for all Little Compton School Department staff.

**IT IS AGREED** that the following terms shall be implemented, and this Memorandum of Agreement (“MOA”) shall be in full force and effect upon execution and shall remain in full force and effect for the duration of the 2021-2022 school year. The terms and conditions of this MOA shall be continually monitored by the parties and shall be subject to re-negotiation as circumstances, and/or federal, state, and medical guidance changes:

### **Section 1 Covid 19 Vaccination Requirement**

- a) All bargaining unit members (“Members”) shall be vaccinated, subject to a medical exemption set forth in Section 2 and a vaccination schedule as follows:
  - i. Each Member must demonstrate to the Human Resource Director or School Nurse that he or she has received at least one dose of the Covid-19 vaccination no later than six (6) weeks from the execution of this MOA.
  - ii. Each Member who has opted to receive a Covid-19 Vaccination that requires more than one dosage must demonstrate to the Human Resource Director or School Nurse that he or she has received his or her second vaccination dosage no later than ten (10) weeks from the execution of this MOA.

- b) Any Member who complies with Section 1 and experiences adverse medical effects caused by the vaccination shall be eligible for one (1) non-chargeable sick day. In the event a member suffers significant adverse medical effects caused by the vaccination beyond one day, members will be provided up to seven (7) non-chargeable sick days subject to documentation from a physician.

### **Section 2 Medical Exemption**

- a) A Member is exempt from the requirements of Section 1 of this MOA upon receiving a medical accommodation under the Americans with Disabilities Act. All such Members who are exempt shall be required to undergo a weekly COVID-19 PCR test and submit results to the Human Resource Director or School Nurse.

### **Section 3 Records**

- a) All medical records obtained throughout the course of implementing this MOA (“Vaccination Medical Records” and COVID-19 PCR test results) shall remain confidential and shall be maintained in a file separate and apart from Members’ personnel files.
- b) The Human Resource Director and School Nurse shall have access to the Vaccination Medical Records and COVID-19 PCR test results). However, if a Member fails to comply with this MOA, the Superintendent shall have access for the purposes of enforcement of this MOA and discipline if necessary.

### **Section 4 Enforcement**

- a) The Committee intends this section to serve as notice to members of intended disciplinary action as a result of non-compliance as follows:

- i. Any Member who fails to comply with this MOA shall be immediately placed on unpaid leave without benefits.
- ii. If any Member who fails to bring themselves into compliance with this MOA by the end of the school year shall be considered to have abandoned his or her job.
- iii. The Union reserves the right to file a grievance on any discipline as referenced above.

**IT IS FINALLY AGREED** that this MOA supersedes any conflicting language in any collective bargaining agreement (“CBA”) between the parties currently in effect. The terms of this MOA shall expire and current CBA language shall control upon the end of the 2021-2022 school year, or unless otherwise agreed to in writing by the parties, whichever comes first.

**IN WITNESS WHEREOF AND IN CONSIDERATION THERETO**, the parties hereunto set their hands in duplicate originals:

**FOR THE COMMITTEE:**

Pully Dr

Date: 10-13-21

Attest:

[Signature]

Date: 10/13/21

**FOR THE LCESP:**

Beth D Lucotte

Date: 10-5-21

P. Sedgwick

Date: 10/5/2021