

MEMORANDUM OF UNDERSTANDING
by and between the
Jefferson County Board of Education (hereinafter JCBE)
and the
Jefferson County Association of Educational Support Personnel/
American Federation of State, County, and Municipal Employees (JCAESP/AFSCME)
on behalf of Local 4011

The parties mutually and in good faith agree to the following:

Whereas, Article 8 Safety states "[t]he Employer shall be responsible for providing and maintaining a safe place of employment...";

Whereas, the COVID-19 pandemic remains a significant safety concern and operations challenge to Jefferson County Public Schools;

Whereas, the parties recognize that COVID-19 vaccines are effective in reducing infection, serious disease, hospitalization, and death;

Therefore, no later than October 14, 2021,

1. All Jefferson County Public School employees shall be fully vaccinated against COVID-19 subject to the accommodation provisions of Title VII of the Civil Rights Act of 1964 (Title VII) and the Americans with Disabilities Act (ADA). For purposes of this requirement, "fully vaccinated" means that more than 14 days have passed since the employee received the Janssen vaccine (J&J) or the second dose of the Pfizer or Moderna vaccine.
2. All employees who are not fully vaccinated before the date set forth above, shall be required to undergo COVID testing, subject to Title VII and ADA accommodation provisions, at a minimum of once every other week and no more than once a week. The district will provide free COVID testing and time to be tested on-site with classroom coverage when necessary. Employees may choose to arrange their own COVID testing through a licensed medical provider and submit results to the District within the timelines above. Should the District fail to provide free COVID testing or necessary classroom coverage, the affected employee shall not be penalized.
3. Compliance with this requirement is a condition of employment with Jefferson County Public Schools.

This Memorandum of Understanding is recognized as being of no precedent, shall not be construed in any way to be precedent, or be used to substantiate any present or future claims by any person or party.


Sue Foster, President JCAESP/AFSCME


Date


O'Dell Henderson
Director of Labor Management and Employee Relations, JCPS


Date