

## **Memorandum of Understanding**

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the Board of Education of St. Mary’s County (“County Board”), the Education Association of St. Mary’s County (“EASMC”), and the St. Mary’s Association of Supervisors and Administrators (“SMASA”), collectively (“the Parties”).

Whereas the Parties recognize that the Centers for Disease Control and Prevention (“CDC”) advises (1) that Novel Coronavirus (“COVID-19”) can cause serious, life-threatening complications, up to and including death, (2) that there is no way to know with certainty in advance how COVID-19 will affect an individual, and (3) that vaccinations reduce the risk and seriousness of COVID-19 infection.

Whereas an individual infected with COVID-19 can spread the virus to friends, family, students, coworkers, and others around them, which could create a serious threat to life and safety.

Whereas the St. Mary’s County Health Department reports significantly increased (red zone) community COVID-19 infections and hospitalizations from the highly contagious Delta variant.

Whereas the Parties are jointly committed to applying CDC guidance to maintain a safe workplace for employees, students, and visitors, the Parties believe it may be in the best interests of the County Board to provide financial incentive/reward to eligible employees who to choose/chose to participate in an approved COVID-19 vaccination program.

Therefore, the Parties agree to the following:

1. The County Board will institute a COVID-19 Wellness Documentation Incentive Program (“Program”) effective November 1, 2021, through May 6, 2022.
2. Employees choosing to participate in the voluntary Program are encouraged to consult with their healthcare provider regarding whether to obtain any COVID-19 vaccination.
3. Each bargaining unit employee who voluntarily submits documentation to the Department of Human Resources demonstrating receipt of the requisite number of shots required by the manufacturer of the vaccine to achieve full vaccination against COVID-19 shall receive a one-time incentive payment of \$200. (In the case of the single dose, such as Johnson and Johnson, an individual is considered fully vaccinated two weeks after one shot. In the case of the AstraZeneca, Moderna, and Pfizer vaccines, an individual is considered fully vaccinated two weeks after receiving the second dose of the two-dose vaccine.)
4. Any currently employed bargaining unit employee who receives the vaccine prior to November 27, 2021 and presents to Human Resources the documentation of their vaccination record by December 3, 2021, shall receive the \$200 one-time incentive payment in their second pay in December 2021.

5. Any currently employed bargaining unit employee who receives the vaccine on or after November 27, 2021, and prior to April 30, 2022, and presents to Human Resources the documentation of their vaccination record by May 6, 2022, shall receive the \$200 one-time incentive payment in their second pay in May 2022.
6. Any currently employed bargaining unit employee who receives their vaccination booster shot prior to November 27, 2021 and presents to Human Resources the documentation of their vaccination booster shot record by December 3, 2021, shall receive the \$200 one-time incentive payment in their second pay in December 2021.
7. Any currently employed bargaining unit employee who receives their vaccination booster shot on or after November 27, 2021, and prior to April 30, 2022, and presents to Human Resources the documentation of their vaccination booster shot record by May 6, 2022, shall receive the \$200 one-time incentive payment in their second pay in May 2022.
8. The County Board agrees that any religious or medical information concerning an employee's or job applicant's limitations and/or reasonable accommodation will be kept confidential in compliance with applicable federal, state, and local laws. This includes any record of vaccination status.
9. The County Board will not store any individual's record of vaccination status as part of their personnel file. Documentation received for the purposes of this incentive program shall be shredded upon completion of the financial audit relevant to this program. Employees will have the choice of submitting a hard copy of their vaccination record or presenting to a Human Resources staff member verification documentation to qualify for this incentive program. The County Board will maintain a list of employee names who have presented documentation of vaccination status. This list shall still be deemed confidential and maintained separately from the employee's personnel file.
10. The County Board may use and disclose vaccination information that it receives for its legitimate business purposes, and where appropriate confidentiality protections are in place, including, but not limited to, protecting the health and safety of students, employees, and community members, those in the workplace, and business partners; managing employee leave, benefits, and accommodations; ensuring compliance with County Board policies; and meeting legal and regulatory requirements.

Executed By:

M. Elizabeth Purcell Leskinen

Date: 11-05-21

Liz Purcell Leskinen, UniServ Director & Chief Negotiator  
MD State Education Association (St. Mary's County Affiliates)

Sarah Penrod

Date: 11/9/21

Sarah Penrod, President  
Education Association of St. Mary's County

Daniel W. Besseck Jr

Date: 11-09-21

Daniel Besseck, UniServ Director & Chief Negotiator  
MD State Education Association (A&S Affiliates)

Dr. Alex Jaffurs

Date: 11-9-2021

Dr. Alex Jaffurs, President  
St. Mary's Association of Supervisors and Administrators

Dr. Dale Farrell

Date: 11-5-2021

Dr. Dale Farrell, Chief of Staff & Chief Negotiator  
Board of Education of St. Mary's County

Dr. J. Scott Smith

Date: 11/5/2021

Dr. J. Scott Smith, Superintendent  
Board of Education of St. Mary's County

Signature: Daniel W. Besseck Jr.  
Daniel W. Besseck Jr. (Nov 9, 2021 12:07 EST)

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