

**AMENDED MEMORANDUM OF AGREEMENT BETWEEN
BARRINGTON SCHOOL COMMITTEE AND THE NATIONAL EDUCATION
ASSOCIATION BARRINGTON RE: IMPLEMENTATION OF AMENDED COVID-19
POLICY REQUIRING BOOSTER VACCINES AGAINST COVID-19**

This Memorandum of Agreement (“MOA”) is by and between the Barrington School Committee (“Committee”) and the National Education Association-Barrington (“NEAB”), which represents certified educators providing educational and related services to students in the Barrington Public Schools (“BPS”) (hereafter together referred to as the “Parties”).

WHEREAS, the Governor of the State of Rhode Island has declared a continued state of emergency due to the dangers to health and life posed by the SARS-CoV-2 (“COVID-19) virus and its variants, which has caused disease resulting in the deaths of more than 900,000 people in the United States;

WHEREAS, according to the Centers for Disease Control and Prevention (“CDC”), vaccination is the leading public health prevention strategy to end the COVID-19 pandemic;

WHEREAS, to facilitate the safe return of students and staff to the classroom, extracurricular activities, and sports using the most effective health and safety tools available, on September 2, 2021, the Committee amended its General and Interim Emergency Policy on COVID-19 Related Issues (“Amended COVID-19 Policy”) to require that all members be vaccinated against COVID-19 by no later than November 1, 2021, and receive a booster vaccine when eligible;

WHEREAS, according to the current information provided by the CDC, a person is “fully-vaccinated” if they have received two doses of the mRNA series (“Moderna” or “Pfizer-BioNTech” vaccine) or one dose of the Johnson and Johnson (“J&J” or “Janssen) vaccine (“J&J”);

WHEREAS, according to the CDC, a third dose, or the “booster,” increases vaccine effectiveness against infection, including against the Omicron variant, for those who are fully-vaccinated;

WHEREAS, according to the CDC, a person is eligible for a booster five months after receiving their primary series of the Moderna or Pfizer-BioNTech vaccine or two months after receiving the J&J vaccine;

WHEREAS, as of the present date, all members are fully-vaccinated and approximately 268 members (more than 90%) have reported receiving the booster;

WHEREAS, all members will be eligible to receive the booster on or about March 31, 2022;

The Parties agree to the following terms and conditions:

1. By no later than March 18, 2022, or 30 days from eligibility, whichever is earlier, all members must show proof of booster or submit to in writing to Director of Administration and Finance notification of intent not to receive the booster.
2. If not boosted, effective March 18, 2022, or 30 days from eligibility for booster, whichever is earlier, the member who has not received the booster shall:
 - a. Submit to testing twice weekly on a schedule of either Monday and Wednesday or Tuesday and Thursday at their school building, with the process and expense for such testing to be covered by the BPS; and
 - b. Remain at least six feet from others when eating or drinking; and
 - c. Complete daily attestation form.
 - d. Failure to comply with the above may result in progressive discipline up to and including termination in accordance with law.
3. Commencing on March 8, 2022, if a person becomes ill from the booster, BPS will provide one day of leave without requiring the member to discharge their own sick leave. This provision supersedes the provision in the MOA between the Parties that became effective on September 9, 2021, which provides at paragraph 3 that “any member of the NEAB who becomes ill due to . . . third vaccination an/or booster, shall not discharge their own sick time while recovering from COVID-related immunization,” and instead establishes an agreement to limit the benefit to not discharging own sick time to one day on and after March 8, 2022.
4. If a member is not boosted and subject to quarantine because of close contact in their household, then the member shall teach remotely.
5. The Committee and NEAB will issue a joint statement describing the MOA as a cooperative effort by both leadership of BPS and NEAB to create support for all members to receive a booster.

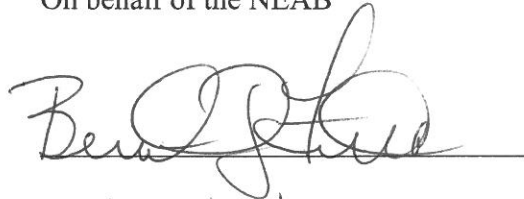
This Memorandum shall terminate on the last day of the 2021-2022 school year unless prior to the end of the school year, the CDC deems full vaccination to include a booster, in which case the MOA will terminate on the date that such CDC guidance issues.

On behalf of the School Committee



Dated: 3/14/22

On behalf of the NEAB



Dated: 3/15/22