

MEMORANDUM OF AGREEMENT

between

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and

WASHINGTON TEACHERS' UNION, LOCAL #6 AMERICAN FEDERATION OF
TEACHERS, AFL-CIO

District of Columbia Public Schools (DCPS) and the Washington Teachers' Union (WTU) agree to the terms of this Memorandum of Agreement (Agreement) regarding the impacts and effects of a COVID-19 vaccination mandate. This Agreement shall be effective upon its execution date and shall continue through the remainder of the 2021-2022 school year or for as long as any COVID-19 vaccination mandate remains in effect, whichever is longer. The Parties hereby agree as follows:

General

1. DCPS shall comply with DC Mayor's Order 2021-109. DCPS agrees that Section V.5.g of the Order does not expand the agency's existing authority regarding leave in the CBA or otherwise.
2. To the extent there are any conflicts between this Agreement and Articles 2.1 and 2.2 of the Memorandum of Agreement regarding health and safety issues for the 2021-2022 school year, which the Parties executed on August 18, 2021, this Agreement shall control.
3. All components of the current WTU/DCPS collective bargaining agreement shall remain in full effect except for those provisions specifically modified by the terms of this Agreement. Nothing in this Agreement shall operate or be construed to waive, amend, abrogate, or release the parties from any provisions of the collective bargaining agreement between the parties.

Definitions

4. "Unvaccinated Teacher" shall be defined as a Teacher who has not received a full course of a vaccination against COVID-19 granted an emergency use authorization or approved by the FDA or WHO, in accordance with the administration schedule for the vaccine, or that they have been granted an exemption because of sincerely held religious beliefs or because it is medically inadvisable due to the person's medical condition.

Leave for Vaccination

5. DCPS shall grant each Teacher three (3) hours of sick leave per injection for a vaccination or booster against COVID-19. Each Teacher shall receive eight (8) hours of sick leave for getting fully vaccinated or a booster.

Exemption Requests

6. While a decision on a medical or religious exemption is pending, a Teacher awaiting a decision on an exemption shall continue to have the option to be tested weekly for COVID-19 in lieu of the requirement of having received the full course of vaccination against COVID-19, and need only provide a COVID-19 test result on a weekly basis to maintain their terms and conditions of employment, including but not limited to pay, benefits, and teaching assignment.
7. Unvaccinated Teachers who have been denied a medical or religious exemption shall have two (2) weeks from the date of the decision to receive their first shot and four (4) weeks from the date of their first shot to receive their second shot.

Unvaccinated Teachers

8. Resignation Option: Before DCPS issues any notice of termination as a result of a Teacher's vaccination status, Unvaccinated Teachers shall be given the option to resign. For Teachers who select this option, DCPS shall void and expunge from their Official Personnel File any record of discipline issued against them on the basis of their vaccination status.
9. Involuntary Separation Option: Unvaccinated Teachers who otherwise meet the years of service and/or age requirements for involuntary retirement under the Teachers' Retirement Plan shall have the option to involuntarily separate from DCPS, for purposes of maintaining eligibility for an involuntary retirement benefit. For Teachers who select this option, DCPS shall void and expunge from their Official Personnel File any record of discipline issued against them on the basis of their vaccination status.

Testing

10. DCPS shall continue to provide on-site testing for COVID-19 at no cost to all Teachers, including vaccinated Teachers, who are symptomatic.
11. DCPS shall provide COVID-19 mail-in self-testing kits to all Teachers, including vaccinated Teachers, weekly.

12. DCPS shall provide Teachers with access to the weekly asymptomatic testing program currently provided to students at all DCPS schools.

Dispute Resolution

13. Disputes concerning the interpretation, application, or enforcement of the provisions of this Agreement shall be subject to and resolved through final and binding expedited arbitration under the rules and procedures of the American Arbitration Association.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement by their duly authorized representatives.

DISTRICT OF COLUMBIA PUBLIC
SCHOOLS

WASHINGTON TEACHERS' UNION
LOCAL #6, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO



Lewis Ferebee

Chancellor

District of Columbia Public Schools

Date: 11-23-2021



Jacqueline Pogue Lyons

President

Washington Teachers' Union, Local #6
American Federation of Teachers, AFL-CIO

Date: *November 23, 2021*