

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered as of the 29th day of September, 2021, by and between UNION COUNTY, acting through its Division of Public Health (the "County"), and UNION COUNTY PUBLIC SCHOOLS ("UCPS").

WITNESSETH:

WHEREAS, the Union County Public Health Director is charged, in part, with investigating the causes of infectious, communicable, and other diseases, and to work to prevent the spread of disease; and

WHEREAS, UCPS desires to provide a safe and healthy learning environment for all UCPS students; and

WHEREAS, the COVID-19 pandemic has resulted in interruptions to daily life, including in-person learning, for over a year and a half; and

WHEREAS, the County and UCPS have a strong interest in ensuring that students receive the mental, emotional, and physical benefits of attending school in person; and

WHEREAS, the County and UCPS agree that one way to ensure that students remain as safe as possible from the effects of COVID-19 while attending school in person is to provide for a cooperative information-sharing environment with regard to positive COVID-19 cases and potential close contacts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each agree with the other to use the following guidelines and processes for cooperation and joint effort related to the COVID-19 control measures as follows:

1. Notification Regarding Positive COVID-19 Cases. In compliance with applicable law, (a) the County agrees to notify UCPS of all positive COVID-19 cases (a "positive case") in the student or staff population of UCPS upon the County's receipt of valid notice of such a case from a source other than UCPS and (b) UCPS agrees to promptly notify the County of all positive cases among students or staff upon receipt of information regarding positive cases from a source other than the County.
2. Identification of Likely Close Contacts.
 - a. UCPS agrees to promptly share with the County information that will identify reasonably likely close contacts of a positive case in the seated classroom setting upon receipt of notice of a positive case in the classroom, i.e. seated within 6 feet of the positive person. The "seated classroom setting" is the normal location of students in the classroom based on the seating chart created and maintained by the classroom's teacher.

- b. When the County receives from UCPS the list of reasonably likely close contacts of positive cases, the County will promptly begin its contact tracing investigations.
- c. The County will make the final determination as to which students and staff will be instructed to quarantine (hereinafter referred to as a “close contact”).
- d. UCPS staff will continue to share additional relevant information of which the reporting staff member is aware regarding activities, such as clubs, sports, or other activities in which students are participating, that may help the County in its contact tracing efforts.

3. Exclusion of Individuals from UCPS Facilities.

- a. Upon identification of individuals who have received isolation or quarantine instructions consistent with the state-required control measures, the County will provide UCPS with a list of individuals to exclude from UCPS facilities.
- b. If an individual identified for isolation or quarantine instructions is on school premises when UCPS learns of the individual’s status under the control measures, or if the individual attempts to come onto school premises prior to the end of their isolation or quarantine period, UCPS will take reasonable steps to ensure that such individuals are not permitted on the school premises.
- c. An individual who has received isolation and quarantine instructions from the County will be advised of appropriate isolation and quarantine protocols at that time. For individuals determined to need quarantine instructions, the County will notify each individual (or their parent or guardian) of the applicable quarantine period and exceptions.
- d. UCPS will notify individuals of their isolation or quarantine requirements regarding attendance and access to school premises consistent with the control measures. For individuals with quarantine instructions, UCPS will ensure that individuals are excluded from school for the duration of the applicable quarantine period and will determine the potential applicability of any potential shorter quarantine period or the potential avoidance of quarantine requirements under a valid proof exception, consistent with the applicable control measures.

4. Additional Responsibilities of Each Party.

- a. UCPS agrees to provide appropriate and reasonable access to school data, including contact information, so that all persons appropriately designated by the County can access relevant school information as needed.
- b. UCPS will reinforce with teachers and administrative school staff the need to demonstrate prompt cooperation and support of the County’s reasonable and lawful efforts to protect the health of students, staff, and the public.
- c. The County will provide appropriate and accurate documentation to individuals and families so that UCPS can determine their eligibility for excused absences connected to isolation or quarantine measures.

- d. The County and UCPS agree to continue to cooperate and communicate frequently to share information and concerns, if any, for so long as a reasonable public health need shall exist.
5. Term. This Agreement shall be effective upon execution and shall continue until the earlier of: (i) the state-mandated control measures related to COVID-19 cease or (ii) the chief executive officers of the County and Union County Public Schools jointly agree in writing.
6. Amendments. This Agreement may be modified at any time upon mutual execution of a written amendment.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this contract to be duly executed, this the day and year first above written.

UNION COUNTY:

BY: William M. Watson (SEAL)
William M. Watson, County Manager

Approved as to Legal Form CAM

UNION COUNTY PUBLIC SCHOOLS

BY: Andrew G. Houlihan (SEAL)
Andrew G. Houlihan, Ed.D., Superintendent