

**MEMORANDUM OF UNDERSTANDING REGARDING  
MANDATORY VACCINATION POLICY**

The Woodburn School District (District) and the Oregon School Employees Association Chapter 25 (Association) agree that the following terms and conditions shall apply to the mandate requiring that classified employees wear a mask and receive a vaccination for COVID-19.

The parties acknowledge that Governor Kate Brown issued a mandate requiring, "all teachers, educators, support staff, and volunteers in K-12 schools" to be "fully vaccinated by October 18th or six weeks after full FDA approval, whichever is later," for COVID-19. The District will follow the OHA mandate for determining full vaccination status and exclusions to the vaccine.

1. Classified employees shall be required to submit either of the following to the District; on or before October 18, 2021: (a) proof of vaccination or by October 1, 2021 (b) documentation establishing a medical or religious exception from vaccination.
2. "Proof of Vaccination" shall include any of the following documentation that establishes that the employee has received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine: documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, and a print-out from the Oregon Health Authority's immunization registry. Documentation may be verified. Submitting a falsified vaccination record will be cause for termination.
3. Per guidelines set forth in the form provided by the Oregon Health Authority, ODE guidelines, "Documentation establishing a bona fide religious exception" shall require a personal written and signed statement detailing the employee's religious basis for objecting to the COVID-19 vaccination, explaining why the employee is requesting a religious exception, the religious principle(s) that guide the employee's objections to vaccination, and the religious basis that prohibits the COVID-19 vaccination. After review of the documentation submitted by the employee, the District may request additional documentation, if needed, to establish the employee's religious exception.
4. Per guidelines set forth in the form provided by the Oregon Health Authority, "Documentation establishing medical exception" shall require documentation from a medical care provider indicating that the employee has a medical condition and that the employee cannot receive a COVID-19 vaccine due to medical contraindications.
5. Employees who provide the District with documentation establishing a medical or religious exception from vaccination may be required to attend a meeting with the

District. During the meeting, the parties shall discuss what additional safety measures will be required in light of their unvaccinated status.

6. Additional safety measures shall be made on a case-by-case basis and depend on several factors, including but not limited to: the nature of the employee's job duties, the ability to maintain a safe work environment, protective measures that may prevent transmission of the coronavirus, job relocation and restructuring (including possible telework options), social distancing, and any undue burden such measures pose on the District.
7. Employees who provide the District with documentation establishing a medical or bona fide religious exception may be required to have a weekly COVID-19 test, consistent with CDC and ODE guidelines.
8. The District will front load 15 additional sick days for the 21/22 school year to each employee's COVID sick leave balance. These days will be used for COVID related matters, such as quarantine and COVID related illness. At the end of the 21/22 school year these days will not roll over. We will be using the honor system to access these days. These days will be retroactive to the beginning of the 21/22 school year for any employee that has used their sick days for COVID related leave. Employees must notify the Business Office by November 5, 2021 if they have used prior leave applicable to the COVID bank.
  - a. Employee whose OHA exception is not approved, will be allowed a three day leave of absence to access first their available personal leave and then their available sick leave balances from the date of district notification of denial in order to obtain the first dose of either the Pfizer, Moderna or the Johnson & Johnson Vaccine. Should an employee choose the Pfizer vaccine, they will have three weeks from the date of the first dose to obtain their second dose. Should an employee choose the Moderna vaccine, they will have four weeks from the date of the first dose to obtain their second dose. The employee will remain on leave until fully vaccinated; including the 14-day waiting period after receiving the vaccine. Those who fail to become fully vaccinated within the prescribed time period will be placed on unpaid leave, until February 20, 2022 at which time they must notify the District of their intent to return for the 22-23 school year as well as their proof of vaccination. If they are not eligible for employment for the 22-23 school year at that time, their unpaid leave shall expire.
  - b. Employees who are not fully vaccinated by October 18th but who have obtained their first dose will be allowed to access first their available personal leave and then their available leave balances-to fully vaccinated status, up to 34 calendar days. Those who fail to become fully vaccinated within the prescribed time period will be placed on unpaid leave, until February 20, 2022 at which time they must notify the District of their intent to return for the 22-23 school year as well as their proof of vaccination. If they are not eligible for employment for the 22-23 school year at that time, their unpaid leave shall expire.

- c. Employees who fail to become fully vaccinated within the prescribed time period described in 8.a and 8.b, will be placed on unpaid leave, until February 20, 2022 at which time they must notify the District of their intent to return for the 22-23 school year as well as their proof of vaccination. If they are not eligible for employment for the 22-23 school year at that time, their unpaid leave shall expire.
9. Certain individuals who have received the COVID-19 vaccine have experienced mild to moderate side effects. In the event that an employee experiences side effects due to vaccination such that the employee cannot report to work, the employee will be granted one (1) day leave for up to 48 hours after the first or second dose of vaccine. This vaccine-related sick leave will not be charged to any accrued paid leave balances the employee may have. To receive this vaccine related sick-leave, the employee must provide proof of vaccination. Otherwise, all other policies and procedures regarding the use of sick leave will apply.
10. To facilitate the vaccination of classified employees, the District shall provide an opportunity for classified employees to get vaccinated at a District work site by contracting with a third-party mobile vaccination provider. The District shall host a vaccination clinic, provided by a third-party vaccination provider, that shall provide vaccinations to classified employees at a centrally-located District work site for two (2) days, scheduled at least 14 days apart, any time between September 1, 2021 and November 1, 2021. The District shall ensure that proper notice is provided to all classified employees of their ability to receive a vaccine at the District work site, at no cost to the employee. The District further agrees that employees shall be permitted to receive vaccines at the District work site during paid work time and that the District shall facilitate scheduling and coverage as needed to ensure employees can receive a vaccine during work hours. Because the third-party vaccination provider may ask screening questions that elicit protected medical information, the District shall not have access to the documentation that is used/received by the third-party provider, except for proof of vaccination submitted by an employee, as provided in this MOU.
11. The District shall keep any documentation that is received from employees to establish proof of vaccination or medical/religious exemption as in compliance with state and federal law.
12. The District shall follow any guidance provided by the CDC and state/local public health authorities for notifying employees who may have been exposed to COVID-19.
13. Per ODE and CDC guidelines, masks will be worn indoors, consistently and correctly, by employees, regardless of their vaccination status, unless they have a documented ADA accommodation on file with the District. An ADA accommodation for a mask does not negate the social distancing mandate, and other safety measures the District may require.

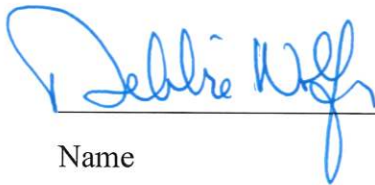
14. The District shall provide all classified employees with access to the following personal protective equipment: (a) disposable face masks; (b) hand sanitizer; (c) goggles; and (d) face shields. Employees may choose to use additional personal protective equipment.

This MOU shall remain in effect until June 30, 2022, unless the Governor and/or agencies issue additional Executive Orders or emergency rules that impact this MOU. The parties agree that, if Executive Orders or emergency rules are issued that conflict with or modify the terms of this MOU, the District shall not be acting in violation of this MOU by complying with such Executive Orders or emergency rules.

This MOU has been reached based upon the Executive Orders and conditions that exist as of the date of execution by the parties below. The parties acknowledge that the conditions and requirements are changing rapidly. Therefore, either party may reopen this agreement for renegotiation upon any of the following:

- (1) Executive Orders or rules are issued that conflict with or modify the terms of this MOU.
- (2) The federal or state government grants protective or economic measures that are more beneficial than the terms of this MOU or that modify the terms of this MOU.

FOR THE CHAPTER:

  
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Name

10-15-21

Date

FOR THE DISTRICT:

  
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Name

10-15-21

Date