

**Memorandum of Understanding
COVID Vaccine Mandate**

This Agreement is between Gervais School District (District), and the OSEA Chapter 135 (Union).

This Memorandum of Understanding (MOU) shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the MOU.

In recognition of Rule 333-019-1030 (Vaccination Requirements for Teachers and School staff) effective August 25, 2021 through February 20, 2022 both parties agree to the following:

I. Vaccine Education

The District agrees to provide resources to its employees and to post information from accredited health care institutions, agencies or practitioners explaining the COVID-19 vaccine, why vaccination is useful and to answer concerns or questions concerning vaccination. The District will post a link to the website hosted by OSEA which may be sent out via email and posted on the district website under the “staff resources” tab.

II. Vaccine Provision.

- (a) The District will continue to offer on-site vaccination clinics in partnership with providers and provide notification of date, location and times of clinics. The District will continue to provide updated information about clinics including how to register for them and the availability of district equipment on district property to complete registrations if necessary.

III. Authorized Vaccine Products.

The District will accept any COVID-19 vaccination that has been approved through emergency or regular authorization by the Food and Drug Administration.

IV. Leave for Vaccination.

- (a) Employees should make every possible arrangement to receive their vaccination during non-work hours. However, should this not be possible, the employee and their supervisor may work together to determine if there is a solution to facilitate time off that may be flexed during the same week thereby not impacting duties associated with serving students. However, should this not be possible, the District shall provide employees with up to two (2) hours of additional sick leave for each dose, to receive a COVID-19 vaccination(s) and/or booster shot. Employees agree to provide as much notice as practical when requesting this time off and will be required to submit a physician’s note attesting to the time and date the vaccination was received. This time off shall be in addition to any paid time off employees already receive and shall expire October 18, 2021.

- (b) The District shall provide up to three (3) days of additional sick leave for employees who have an adverse reaction to a COVID-19 vaccination. A medical note from a physician may be required.

VI. Proof of Vaccination.

- (a) Proof of vaccination shall include a copy (either photograph, pdf or photocopy) of an individual's CDC "Covid-19 Vaccination Record Card," a copy of an employee's health record showing the vaccine, or a note from an employee's doctor or other medical professional that an individual has received the vaccine. The document must include the employee's name, date of vaccination(s), and type of vaccination.
- (b) The District will process these records and maintain them in a manner in accordance with state and federal law, and according to the District's current business office confidentiality procedures.
- (c) The District shall keep all such records separate from the rest of the employees' personnel files and shall request that no other medical information be disclosed along with proof of the vaccine. The District shall not disclose whether any individual is vaccinated, but may disclose such information if it is de-identified and in the aggregate (i.e. 95% of its employees have been vaccinated).

VII. Employees who may be eligible for exceptions.

- (a) Certain employees may not be able to receive the COVID-19 vaccine, due to a sincerely held religious belief or because of a protected health condition. All such individuals shall go through the exception process through the Superintendent's office or designee. Employees seeking an exception will receive written notification within three (3) working days of submitting the OHA form if their exception meets the requirements as set forth by the Oregon Health Authority. Employees seeking an exception will begin the process no later than September 13, 2021, and notify the District of the intent to begin the process by emailing the Superintendent.
- (b) If an employee who has submitted the exception form is denied, the District will include the reason for the denial at the time of notification.
- (c) Employees eligible for an exception will meet with the Superintendent or designee to determine if reasonable accommodations are necessary and may be made that ensures the continued health and safety of students and all employees without creating an undue hardship for the district.

IX. Employees in-process or unvaccinated as of October 18, 2021.


- (a). Employees who are not fully vaccinated or who have not successfully completed the exception process by the end of the work day on October 4, 2021, may be terminated on October 18, 2021. The District shall observe the employee's due process and just cause rights under Article 13 – Discipline and Dismissal in the Gervais Classified Employee Collective Bargaining Agreement which will begin on October 4, 2021 for resolution by October 18, 2021.

X. New Hires during the life of this agreement

All job postings shall require proof of full vaccination for COVID-19 and no new employee will be allowed to work until the new employee provides proof of vaccination and completion of the waiting period.


XI. Duration and Effect of this MOU

This MOU expires February 20, 2022. If OHA extends the temporary rules these provisions will continue *status quo*. If OHA makes changes to the temporary rules, that further impact working conditions, then both parties agree to renegotiate the terms of this MOU. This MOU may be reopened, upon mutual agreement of both parties.



Dandy Stevens, Superintendent

9/20/21
Date



Esther M. Oruppo
OSEA Chapter 135, President

9/20/21
Date