

MEMORANDUM OF UNDERSTANDING
Between
Siuslaw Education Association
&
Siuslaw School District 97J

This Memorandum of Understanding (MOU) ("Agreement") is entered into by and between the Siuslaw Education Association ("SEA" or "Association") and Siuslaw School District 97J ("District")

With regards to the Oregon State-wide Vaccine Mandate:

The Siuslaw School District (District) and the Siuslaw Education Association agree that the following terms and conditions shall apply to the District's policy requiring that Professional Educators receive a vaccination for COVID-19 –

1. Certified employees (professional educators of the SEA) shall be required to submit to the Superintendent or designee their vaccine status and/or plans to get vaccinated by October 1^{*}, 2021, along with proof of previous vaccinations; to update proof of vaccinations received thereafter as they occur, and to submit proof of receiving the final dose of any COVID vaccine no later than October 4^{**}, 2021, (to allow a two-week period afterwards for full immunity). Any individual intending to ask for exception from vaccination must submit to the District no later than October 4^{*}, 2021, documentation establishing a medical or religious exception from vaccination.

Any person that does not notify the district of their vaccination status or their intent to seek an exception by October 4^{*}, 2021, will receive a notice by October 11, 2021, of their inability to be employed as of October 19, 2021, as per the stipulations of Item 6 of this Memorandum of Understanding.

^{*}The purpose of the notification date is to determine staffing needs across the district, as well as to meet the needs of students and the community.

^{**}The last date to receive a one-dose vaccination and allow for the two-week period to become fully immunized is October 4, 2021, in order to meet the deadlines set in the mandate without missing any work days. A two-dose Pfizer vaccine would have needed to have the first dose completed by September 13, 2021, to receive a second dose by October 4, 2021. A two-dose Moderna vaccine would have needed to have the first dose completed by September 6, 2021, to receive a second dose by October 4, 2021.

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, or a print-out from the Oregon Health Authority's immunization registry.

3. Documentation establishing a 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 exemption. Additional documentation may be requested by the district. Materials included that are not of a religious nature will not be included on the rationale for seeking a religious exception. The documentation will be submitted on the approved Oregon Health Authority form (le3871) for Religious Exceptions provided by the state.
4. Documentation establishing medical exception shall require documentation from a medical care provider indicating that the employee has a medical condition and that the employee should not receive a COVID-19 vaccine due to medical contraindications and be submitted on the approved Oregon Health Authority form (le3870) for Medical Exceptions provided by the state.
5. Employees who provide the District with documentation establishing a medical or religious exception from vaccination shall be entitled to an interactive meeting with the District and their union representative. During the interactive meeting, the parties shall discuss any reasonable accommodations that can be made to permit the employee to continue working for the District without receiving a COVID-19 vaccination. Reasonable accommodations 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 (such as supplemental PPE, daily self-temperature checks, at-home weekly testing, refraining from congregate meal and break times) and any undue burden such accommodations pose on the District.
6. Employees who choose not to get vaccinated and who do not have an approved medical or religious exception from vaccination have the option of notifying the District, as required in the schedule in (1) above, of their election to be on unpaid administrative leave (see Items 6c & 6f) or resign as of October 19, 2021.
 - a. Staff that may become vaccinated after October 19, 2021, or plan to become vaccinated after October 19, 2021, may notify the District and return to work in an open position, if one exists, once they are two weeks past their final vaccination dose.
 - b. In cases of resignation, any other contractual notice requirements shall be waived by the district.
 - c. Employees who elect to be on unpaid administrative leave shall be placed on indefinite unpaid administrative leave effective the first contractual workday following the deadline, for the remainder of the 2021-22 fiscal year. Unpaid administrative leave is to be considered separated from the district and unemployed, receiving no benefits.
 - d. The District may agree to an early termination of the unpaid leave at a reasonable time (e.g. semester ending) after the vaccination order is lifted or after the employee has been fully vaccinated, as defined above.

- e. On or before March 1, 2022, any staff member on such leave shall notify the District of their intent to return to the District and comply with the order for the 2022-2023 school year if an open position exists for which they are certified to teach. No person employed at that time will be displaced if a staff member that is some form of leave intends to return for the 2022-2023 school year as there has been no reduction in force, so recall rights do not apply as per Article 23 – Reduction in Force of the current collective bargaining agreement. Failure to notify the district of their desire or intent to return by March 1, 2022, will result in non-disciplinary termination at that time.
 - f. Any form of leave, resignation or termination related to a failure to meet the condition of the vaccination mandate will prevent the employee from drawing unemployment benefits as their action is considered to be a 'voluntary quit' action of the employee.
7. If an employee submits evidence that he/she/they have gotten at least the first vaccination by the October 18, 2021, deadline, and has a second one scheduled, or has only recently received the second vaccination, the District may place the employee on a short-term unpaid leave for the remaining time, until the medically recommended period of time after the second shot.
8. Employees who fail to submit proof of vaccination or documentation establishing a medical or religious exemption from vaccination by the deadline, as defined in (1) above, and who do not notify the District of their request to be granted unpaid leave by October 1, 2021, shall receive notice of non-disciplinary termination, effective Oct 18, 2021, for failing to meet a requirement of their position. Siuslaw Education Association hereby agrees that it will not file a grievance or take any other legal action against the District on behalf of any employee whose employment is terminated pursuant to this provision and in accordance with the terms of this Memorandum of Understanding.
9. To facilitate the vaccination of employees, the District will make available a schedule of vaccination clinics conducted by Lane County Public Health, other area school districts, and area pharmacies.
- a. The District will instruct all supervisors to make reasonable accommodations for unvaccinated employees to seek a vaccine during paid work hours.
 - b. To avoid excessive loss of staff coverage at specific dates and times, it is requested that staff select appointments times later in the day and spread across the week.
 - c. Employees that leave early for a vaccination appointment or clinic will simply mark their time sheet as if they were on regular duty.
 - d. Lane County Public Health offers free COVID-19 vaccinations around Lane County at the following schedule:

October 1st – Veneta – Fern Ridge SD, through ORCHID Health

Afternoon times to be determined – appointments until 6pm

Registration required – Download [ORCHID Health New Patient Consent Form](#) and email to bobcolabianchi@orchidhealth.org & then confirm appointment for a vaccine with mcook@fernridge.k12.or.us

General Lane County Public Health [Vaccination Scheduling Link](#) – more dates added regularly

Friday September 24, 2021

Lane Event Center – 3 to 6pm – Pfizer, Moderna, Johnson & Johnson available

Alluvium (810 W 3rd Ave, Eugene) – 5 to 8pm – Pfizer, Johnson & Johnson available

Saturday September 25, 2021

Petersen Barn (870 Berntzen Rd) – 3 to 6pm – Pfizer, Johnson & Johnson available

Lane Event Center – 10am to 2pm – Pfizer, Moderna, Johnson & Johnson available

- e. Local Florence-area pharmacies providing the COVID-19 vaccine – [Scheduler, registration or information/consent forms listed online are hyperlinked](#)

[Bi-Mart Pharmacy](#) – [4310 HWY 101](#) – 541 997 2499

Florence Pharmacy – [Hi-School Pharmacy](#) 2935 HWY 101 – 541 902 9966

[Fred Meyer Pharmacy](#) – 4701 HWY 101 – 541 902 7333

[Rite Aid Pharmacy](#) – 3451 HWY 101 – 541 997 2861

[Safeway Pharmacy](#) – 700 HWY 101 – 541 902 1905

- 10. Up to two (2) sick leave days, that will not be deducted from accrued leaves, will be provided to professional educators if they experience an adverse effect to the COVID vaccine if administered for purposes of compliance with the state-wide mandate.
 - a. If a vaccine booster dose is approved and required during the period of the vaccine mandate, up to three (3) sick leave days, that will not be deducted from accrued leaves, will be provided to professional educators if they experience an adverse effect to the booster dose for purposes of compliance with the state-wide mandate.
- 11. The District shall treat any documentation that is received from employees to establish proof of vaccination or medical and religious exceptions as confidential information. The District shall implement processes that ensure the confidentiality of such documentation, including but not limited to: the safe and confidential storage of such documentation; training staff who receive the documentation on confidentiality; limiting access to such documentation; and preventing the dissemination of such documents. Where necessary for representation purposes, the District may have confidential conversations with Association leadership who are authorized in writing by the employee.
- 12. If an employee reports a positive COVID-19 test result to the District, the District shall treat the information as confidential information. 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 within twenty-four (24) hours.
 - a. Exposure to COVID-19 is established through 'close contact' with a known positive case of COVID-19.
 - b. A person is considered to be exposed or is a close contact when they were within 6 feet from more than 15 minutes in one day of that has COVID-19.

- c. Staff that are exposed through an on-campus close contact will be scheduled for an on-campus BinaxNOW test 3 to 5 days after the initial date of that close contact exposure as COVID-19 has an incubation period of 2 to 14 days, so the administration of a diagnostic test from the day of exposure through the full second day post-exposure would be ineffective.
 - d. There is a K-12 Quarantine Exception that applies only to students: students who were within 3 to 6 feet of someone with COVID-19 where both students were engaged in consistent and correct mask use and other K-12 school prevention strategies were in place are not considered exposed.
 - e. As state agencies update health and school operational guidance, those changes will continue to be posted for professional educators in the [General COVID-19 Operational Guidelines extract](#) of the [Communicable Disease Management Plan](#) posted to the [Reopening Information Page](#) of the District website.
13. The District shall provide all employees with access to the following personal protective equipment, as required by their work assignment: (a) disposable face masks; (b) hand sanitizer; (c) disposable gloves; (d) disposable gowns (life skills employees).
- a. Employees shall be required to wear a face mask when inside any District building.
 - b. Employees may choose to use additional personal protective equipment.
14. The parties acknowledge that individuals may still be exposed to, and contract, COVID-19 despite mitigation measures intended to prevent such transmission.

A supplemental Association leave bank of \$25,000 shall be provided for COVID-19-related leave. "COVID-19 related" shall be for any of the reasons enumerated in Section 12.1(b) and (c) of the current collective bargaining agreement between the parties provided that the employee or family member's "mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care" is directly related to COVID-19 as documented by a positive COVID-19 test result as recognized by Lane County Public Health, or by a diagnosis of symptoms of COVID-19 by a licensed medical provider.

A bargaining unit member who believes he/she/they may exhaust all paid leave days due to COVID will adhere to the following procedures to be considered for leave bank usage:

- a. The bargaining unit member will notify the Association of the possible need.
- b. The Association will determine eligibility for the leave request.
- c. The leave will not be awarded to the employee until his/her/their paid leave has been exhausted.

d. Order of Additional Supplemental Leave Use

1. COVID-19 Sick Days – 7 non-accruable days (outside of Article 33 #6 & Article 33 #7) may be used by an employee after all paid leave and one round of donated sick leave days are exhausted
2. Donated Sick Leave Days – In line with Article 33 #14, if a member may exhaust all of their paid leaves they will notify the Association to prepare a Sick Leave Supplement – a request for a donation of sick leave days from the membership
3. Leave Bank Days – At their average daily rate against the balance of the bank, until the leave bank is exhausted

e. Unused funds in the leave bank expire on June 30th of 2022.

15. Disputes regarding the interpretation or application of this Memorandum of Understanding shall be resolved pursuant to the grievance procedure of the current collective bargaining agreement.
16. In the event that any provision of this Memorandum should, at any time during its effective period, be declared unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section, or portion thereof directly specified in the decision. Such decision shall not invalidate the entire Memorandum of Understanding, it being the expressed intention of the parties hereto, that all other provisions of this Memorandum of Understanding not declared unlawful and the memorandum as a whole shall remain in full force and effect for the term thereof.
17. This Memorandum of Understanding will expire on June 30, 2022.

For the Siuslaw Education Association

For the Siuslaw School District 97J

Amy Tregoning, SEA President

Andrew S. Grzeskowiak, Superintendent

Signature Date 9/24/2021

Signature Date 9/24/2021

Steve Fraga, South Coast UniServ Consultant

Signature Date 9/24/2021