

**MEMORANDUM OF UNDERSTANDING REGARDING  
2021-2022 RETURNING FOR IN-PERSON INSTRUCTION and  
MANDATORY COVID-19 VACCINATION POLICY**

The Reynolds School District #7 (District) and the Oregon School Employees Association, Reynolds Chapter 37, (Union) agree that the following terms and conditions will apply to the District's policies and procedures regarding the return to in-person instruction and the mandatory vaccine mandate.

1. The District and Union agree that:
  - a. Students benefit from in-person learning.
  - b. Staff and students safely returning to in-person instruction in the fall 2021 is a priority.
  - c. Vaccination is currently the leading public health prevention strategy to end the COVID-19 pandemic.
2. Therefore, to protect students, staff, and other members of their households, the District will implement Governor Brown's vaccine mandate, and prevention strategies recommended by the Oregon Health Authority (OHA), the Center for Disease Control (CDC), and the mandates in the ODE *Resiliency Framework*.

These prevention strategies will include the following:

- a. The District will provide appropriate "workplace provisions" of PPE as established by OSHA, OHA and ODE, which will include all the **optional PPE as requested by** staff who work directly with students or the public, i.e., handwashing stations, hand sanitizer, and other cleaning materials as applicable.
  - b. The District will provide sufficient face coverings for staff and students **who request them** .
  - c. Healthcare room monitors will not be assigned to work a split shift.
  - d. The District will provide the **optional PPE**, including gloves, gowns, head coverings, and face shields for staff **who request them**.
3. The District will provide opportunities for staff to be COVID tested in accordance with "COVID-19 Testing in Oregon K-12 Schools."
  4. Consistent with the ODHS/OHA Guide, employees performing job duties related to COVID-19 testing shall not be permitted to collect the specimen to be tested. The individual shall not be tested on-site and must receive a test from a healthcare provider.

## **VACCINE MANDATE**

The parties acknowledge that the Oregon Governor has 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 and OAR 333-019-1030.

1. Classified employees will be required to submit either of the following to the District on or before October 18, 2021: (a) proof of vaccination or (b) documentation establishing a medical or religious exception from vaccination.
2. "Proof of Vaccination" will 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. Documentation may be verified. Submitting a falsified vaccination record will be cause for termination.
3. Based upon District's requirement that all school employees be vaccinated by October 18, 2021, the parties agree to the following:
  - a. Employees will be responsible for making arrangements to get the COVID-19 vaccine through a health care provider of their choice.
  - b. The District shall provide employees with up to two (2) hours of paid leave during their normal workday to receive each dose of the COVID-19 vaccine, including the Booster dose.
  - c. Employees shall provide the District with proof of vaccination as required by OHA.
  - d. Employees who choose to get vaccinated during their regularly scheduled workday must obtain the approval of their immediate supervisor. The employee shall receive two (2) hours time paid per diem for each dose of the vaccination that is received on the employee's personnel time. Payment for this time is conditioned up on the employee providing proof of vaccination, such as a doctor's note or vaccination card.
  - e. The proof of vaccination provided by an employee pursuant to this MOU and OHA rules will be treated as a confidential medical record. 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 employee cannot report to work, the employee will be granted one (1) day of paid sick leave for up to 48 hours after the first, second or booster

dose of the vaccine. This vaccine-related sick leave will not be charged to any accrued paid leave balances the employee may have.

- f. In order for the member to access this one (1) day sick leave grant, the member will be required to enter this day under the leave plan 'COVID Vaccine OSEA 1-day sick leave grant'. This leave plan will be added to the members' leave plan on an as needed basis. This one (1) day sick leave grant must be used in a full day increment. It is the responsibility of the supervisor to track their staff members 48-hour period of the first, second or booster dose of vaccine. This will be retroactive to accommodate members who have already been vaccinated.
- g. Otherwise, all other policies and procedures regarding the use of sick leave shall apply.

### **COVID SICK LEAVE BANK**

#### **1. The District, in partnership with the OSEA, will allow the use of COVID leave sick bank for the duration of the 2021-22 contract year.**

- a) The District will comply with all applicable federal and State mandates for paid leave that do not deduct from accrued leaves. If no federal- or State-mandated paid leave is available, the District and the Union agree to the following:
  - 1. Current members of the Sick Leave Bank able to document that they have been fully vaccinated for COVID-19 or that they are medically unable to be vaccinated will be eligible for up to ten (10) days from the Sick Leave Bank if:
    - a. Eligible employee is sent home and is awaiting results of a COVID-19 test
    - b. Eligible employee has contacted COVID-19 that can be traced to an outbreak or positive case at work.
  - 2. Current members of the Sick Leave Bank do not need to exhaust their accrued leave to qualify for the Sick Leave Bank.
- b) Current members of the Sick Leave Bank may access one (1) day from the Sick Leave Bank without exhausting their accrued leave if they experience an adverse reaction to the COVID-19 vaccine.
- c) An employee who believes they have contracted or were exposed to COVID-19 on the job and who has sought treatment or medical advice for an exposure or a condition the employee believes resulted from exposure shall submit a completed 801 form to the District's Workers' Compensation Carrier, SAIF. A copy of the form can be obtained from the lead secretary in each building office or from the HCM Department.

## **EXCEPTIONS**

1. Documentation establishing a bona fide religious exception” will require document, on a form prescribed by the Oregon Health Authority, signed by the individual stating that the individual is requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.
2. “Documentation establishing medical exception” will require documentation from a medical care provider on a form prescribed by the Oregon Health Authority, certifying that the individual has a physical or mental impairment that limits the individual’s ability to receive a COVID-19 vaccination based on a specified medical diagnosis, and that specifies whether the impairment is temporary in nature or permanent.
3. The District will take reasonable steps to ensure that all school staff are protected from contracting and spreading COVID-19.
4. Employees who provide the District with documentation establishing a medical or bona fide religious exception may be required to:
  - a. Have a weekly COVID-19 test, consistent with CDC and ODE guidelines
  - b. To wear a N95 mask or additional PPE
  - c. To work in isolation or relocate to a different worksite
  - d. Change shifts
  - e. Any other measure deemed necessary to protect all employees and students from contracting COVID-19
5. <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>

## **ADMINISTRATIVE LEAVE**

1. Employees who do not qualify for an approved OHA exception and refuse to obtain fully vaccinated status by October 18, 2021, will be placed on unpaid administrative leave, effective October 19, 2021. They will be allowed to remain on such leave until June 30th, 2022. Employees on such leave may return to their positions upon becoming fully vaccinated (with notice given to the District within three days of their first dose of the vaccine) if there is a vacant position. Employees must notify the District of their intent to either vacate their position or return to their position fully vaccinated for the 2022-23 school year by March 15th, 2022. Employees who do not notify the District of their intent will be determined to have resigned their position for the 2022-23 school year.
2. By October 4, 2021, members who choose not to get vaccinated and who do not have an approved medical or religious exception from vaccination will notify the District of their election to either be on an unpaid leave of absence or resign, effective October 18, 2021. During the unpaid leave of absence, the District will make no contributions towards the member’s medical, dental, vision, or any other fringe benefits. Members who elect to be on an unpaid leave of absence and later become fully vaccinated or submit a medical or religious exception are eligible to resume work as soon as the District has a position open for which they are qualified. Members who do not elect to be vaccinated or

do not submit a medical or religious exception will be placed on an unpaid leave of absence and will only be able to resume work when the vaccine mandate is lifted and when the District has an open position for which they are qualified. Unpaid leaves of absence will extend through the end of the school year if needed. Employees who are still on an unpaid leave absence as of June 30, 2022 will be required to reapply for open positions for the 2022-2023 school year. The parties recognize that an employee may not return to work if the state mandatory vaccination policy is still in effect and the employee is unable to establish proof of vaccination or a medical/religious exception from vaccination.

### **MEDICAL RECORDS/CONFIDENTIALITY**

1. The District will treat any documentation that is received from employees to establish proof of vaccination or medical/religious exception as confidential medical information. The District will 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.
2. If an employee reports a positive COVID-19 test result to the District, the District will treat the information as confidential medical information. The District will follow any guidance provided by the CDC and state/local public health authorities for notifying employees who may have been exposed to COVID-19. The District will notify the Union President of sites with positive COVID-19 cases reported. The notice is to include: the site of exposure; number of staff members exposed; number of staff to be quarantined.
3. The parties agree that this memorandum of understanding applies solely to the ongoing COVID-19 pandemic and vaccines related to COVID-19. This MOU is not intended to modify or amend the parties' collective bargaining agreement or waive the parties contractual or legal rights except as expressly identified herein. This MOU may be modified only by mutual agreement, reduced to writing and signed by a representative of each party.
4. Any dispute over the interpretation or application of this MOU will be subject to the grievance and arbitration provision of the parties' agreement.

**This agreement will become effective on March 12, 2022 and expire on June 17,** however, the parties understand that the Governor may order additional Executive Orders and agencies may issue 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 will 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:

DocuSigned by:  
*Susan Mutschler* 3/7/2022  
\_\_\_\_\_  
Susan Mutschler Date  
President

DocuSigned by:  
*Teri Staudinger* 3/4/2022  
\_\_\_\_\_  
Teri Staudinger Date  
Field Representative

DocuSigned by:  
*Cindy Dominiak* 3/4/2022  
\_\_\_\_\_  
Cindy Dominiak Date  
OSEA

FOR THE DISTRICT:

DocuSigned by:  
*Angela Freeman* 3/7/2022  
\_\_\_\_\_  
Dr. Angela Freeman Date  
Assistant Superintendent of HCM

DocuSigned by:  
*Shaunice Silas* 3/4/2022  
\_\_\_\_\_  
Shaunice Silas Date  
Director of Employee and Labor Relations