



South Coast Education Service District

Main Office
1350 Teakwood, Coos Bay, OR 97420
541-269-1611 • TDD: 541-269-1611
Fax: 541-266-4040

South Branch Office
29805 Mary St, PO Box 786
Gold Beach, OR 97444
541-247-6681 • Fax: 541-247-2603

Memorandum of Understanding Masks and Vaccination Requirements

The South Coast Education Service District (hereafter the "District") and the Oregon School Employee Association Chapter 114 (hereafter "OSEA") agree to the following due to the COVID-19 Pandemic:

A. Health & Safety

1. The District will comply with OHA Mask Requirements, including any subsequent executive orders, rules or regulation ordered or adopted by the Governor, OHA, and/or ODE throughout its effective life. Staff will wear face coverings that cover the nose and mouth while indoors/outdoors. The District will create a reporting process for staff and students to report those who refuse to follow the mask mandate. Administrators will be required to follow-up on all reports of mask refusal.
2. Staff will be trained on all safety procedures using RSSL, OHA, OSHA, or CDC guidance as it applies. Administration will work collaboratively with staff who serve students with complex needs that require specialty safety procedures to develop and establish safe engagement practices. The District agrees to abide by any applicable workplace safety laws.
3. Staff who are concerned about safety practices in the component district they serve will report them to their administrator. The District will make every effort to collaborate with the component district leadership to assist them in adjusting practices to meet all requirements.
4. The staff will utilize the PPE provided by and or approved by the District as outlined in District protocols. Staff shall submit requests for additional PPE using the District's PPE form as outlined in policy EBBD. The District will make every effort to honor all reasonable requests.
5. The District will make KN95 masks available to all staff, if supplies are available.
6. Implementation of the vaccine mandate and other pandemic related issues may result in staffing shortages. Given this circumstance, program administrators shall ensure staff have the ability to take all required breaks, and shall discuss modified daily schedules and tasks with staff to account for lower staffing as needed.

B. Leaves of Absence

- 1) The District shall provide classified employees the opportunity to comply with the OHA vaccine requirement on paid time prior arrangement with staff supervisor.
- 2) The District shall provide up to two sick leave days (based on regular scheduled hours per day) per vaccination or booster that will not be deducted from accrued leaves, if they experience an adverse effect to the COVID vaccine.
- 3) See the COVID Temporary Leave (TPL) bank MOU for additional COVID leave options.
- 4) For employees who experience a quarantine period due to workplace exposure or emergency closures related to COVID consistent with District policy EBCD, the District shall offer teleworking options to the extent such work is available.
- 5) Employees who become ill from or test positive for COVID-19 (vaccinated or unvaccinated) shall be required to isolate. The District shall advise employees who reasonably believe they were exposed to COVID-19 at work to submit a Worker's Compensation claim if they reasonably believe that their illness was contracted at the worksite. Under Oregon's workers' compensation law, the burden of proof is on the employee to show that, more likely than not, the employee contracted the coronavirus while working or traveling for work. The decision to award or

deny Worker's Compensation benefits shall be determined by the Worker's Compensation carrier. In such situations where Worker's Compensation benefits are awarded due to becoming ill or testing positive due to COVID-19 at the work place, the employee shall not suffer loss in pay or have to use available leave for the three-day waiting period.

- 6) The District agrees to enroll in the mandatory enrollment-employer paid Oregon Educators Benefit Board (OEBB) Long Term Disability Plan 9.

C. Mandatory COVID 19 Vaccination

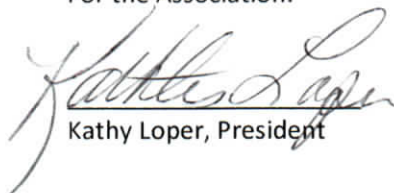
- 1) The District will implement the requirements of the Temporary Administrative Rule of the Oregon Health Authority and comply with the requirements of OAR 333-019-1030, including any subsequent executive orders, rules or regulations ordered or adopted by the Governor, OHA, and/or ODE. The parties agree they will meet to reopen the MOU should the implementation or repeal of any state or federal law conflict with the terms of this MOU.
- 2) By September 17, 2021, members must complete a survey notifying the District of their intent regarding vaccination by choosing one of the following options:
 - a. I am fully vaccinated for COVID-19.
 - b. I intend to be completely vaccinated by October 18th.
 - c. I will be requesting a medical or religious exception; or
 - d. I do not qualify for a medical or religious exception and I will not be receiving a COVID-19 vaccination.
- 3) Members who are already fully vaccinated will provide vaccination records to Human Resources. Fully vaccinated is defined as having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual's final dose of COVID-19 vaccine. Employees' submission of vaccination records or OHA medical or religious exception forms will be confidential.
- 4) Members eligible for a medical or religious exception will submit completed exception forms to Human Resources.
- 5) Employee's awaiting verification of a medical exception or who have begun, but not completed, vaccination need to contact the Human Resource Department by September 24th. Employees who have the second shot scheduled, or who have not had medical verification returned by the provider, will be placed on administrative leave and may exhaust any accrued paid leave through November 12, 2021 before being placed on unpaid leave, until the medically recommended period of time after the second dose or medical verification is submitted.
- 6) Members who provide the District with documentation establishing a medical or religious exception from vaccination shall be entitled to a meeting with the District and their union representative (if requested). During the meeting, the parties shall negotiate the reasonable accommodations that may 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, and protective measures that may prevent transmission of the coronavirus (such as PPE, temperature checks, weekly testing).
 - a. Association-represented employees who are not fully vaccinated after October 18 and with an approved medical or religious exception shall follow all mandatory testing requirements.
- 7) The District has opted into OHA testing programs. The District will comply and all employees will follow all mandatory testing requirements.
- 8) By September 24, 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. Employee will be offered COBRA for medical, dental, vision, or any other fringe benefits.

- a. 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.
 - b. 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.
 - c. Unpaid leaves of absence will extend through the end of the school year if needed.
 - d. 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. 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.
- 9) The parties agree that this Memorandum shall not be used as evidence of past practice or as an argument for precedence in the future.
- 10) This MOU will terminate on June 30, 2022 or when the Governor's Emergency Order related to the COVID-19 pandemic expires, whichever occurs first.

Effective this date: 9.27.21

For the Association:


Kathy Loper, President

OSEA Field Representative


Peter Campbell

For the District:


Charis McGaughy,
Interim Superintendent