

## **Memorandum of Understanding (MOU)**

### **Evergreen Education Association**

### **Evergreen School District**

In the matter of the Measles 2019 outbreak in Southwest Washington, the Evergreen Education Association (EEA) and the Evergreen School District (ESD) agree to the following memorandum of understanding to address instances of public health declared infectious disease outbreaks and building exclusions.

#### **The Parties agree as follows:**

The District and the Association agree to the resolution identified in Addendum A.

#### **Section 1**

Any employee who receives notice, with a follow-up written notice, that he/she must be excluded from his/her work site because of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has a claim on file with the District of either a religious objection to, or a medical exemption from the necessary immunizations shall suffer no loss of pay because of the exclusion, provided:

1. The employee accepts work in an alternative setting if in compliance with the exclusion order provided from the Public Health Department as approved by the supervisor/District.
2. In the event no alternative work is feasible due to the exclusion of the Public Health Department, the employee shall suffer no loss of pay.
3. In the event the employee opts not to accept work in an alternative setting, he/she may utilize accrued sick, emergency, or personal leave at his/her option.

#### **Section 2**

Any newly hired employee, effective for the 2019-2020 school year, must provide proof of immunity documentation to Human Resources prior to the first day of school. The following immunization records of immunity must be provided: Measles, Mumps, Rubella (MMR), Varicella (Chickenpox), Diphtheria, Tetanus and Pertussis (Tdap and Td) and Hepatitis B (HepB).

Any new employee, hired after September 1, 2019, shall have a thirty (30) calendar day period to submit immunizations to Human Resources. Failure to submit immunizations pursuant to the deadline may result in removal from their assignment until documentation is submitted which will result in unpaid administrative leave.

### Section 3

Any employee employed by the Evergreen School District effective the date signed herein, who receives notice, with a follow-up written notice, that he/she must be excluded from his/her work site because of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease must be able to prove immunity by providing doctor verification of immunity or receiving a titer.

Throughout the duration an employee is awaiting a vaccine, titer blood test results, or doctor verification of immunity, the employee shall be placed on administrative leave with pay, not to exceed five (5) working days, coded as district business.

Any employee deemed lacking immunity after attempting to prove immunity (after no more than five working days of administrative leave with pay) shall have one of the following options:

1. Work from home as approved by the supervisor/District.
2. Utilize accrued sick, emergency, or personal leave at his/her option.

***Section three shall expire September 30, 2019.***

### Section 4


Any existing employee employed by the Evergreen School District effective the 2019-2020 school year who has a religious or medical exemption from the necessary immunizations must have a claim on file with the District no later than September 30, 2019.

Any existing employee employed by the Evergreen School District effective the 2019-2020 school year after September 30, 2019, who receives notice, with a follow-up written notice, that he/she must be excluded from his/her work site because of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease must be able to prove immunity by providing doctor verification of immunity, or receive a vaccine or titer, consistent with the Public Health Department specifications.

Throughout the duration an employee has been excluded by the Public Health Department and is awaiting a vaccine, titer blood test results, doctor verification of immunity, or excluded for the duration of the outbreak due to lack of proven immunity, the employee shall be placed on leave. The employee shall be allowed to utilize his/her personally accrued sick, emergency, or personal leave at his/her option. In the event the employee has no accrued leave he/she shall be in unpaid status.

Signed this date of May 9, 2019. This MOU shall remain in place through August 31, 2020.

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
For the District