



Willamette
EDUCATION SERVICE DISTRICT

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM, (herein referred to as the “Addendum”) amends the terms of the Agreement between Contractor and the Willamette Education Service District (“WESD”). All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless WESD from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

Masks. Contractor attests that it understands that as of August 2, 2021, all contractor’s employees and agents are required to wear a mask or face covering when in an indoor school setting pursuant to OAR 333-019-1015. “Face covering” means a cloth, polypropylene, paper or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. The school retains the ability to deny access to its facilities to any contractor who does not comply with the school’s health and safety protocols.

Vaccines. Contractor attests that it understands that as of October 18, 2021, all of contractor’s employees, sub-contractors/subconsultants, and agents, who are 16 or older and who are “engaged to provide goods or services to or at a school through any formal or informal agreement, whether compensated or uncompensated...” and “providing goods or services at or for a school that includes direct or indirect contact with students” are required to be vaccinated pursuant to OAR 333-019-1030. Contractor attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exemption. For sub-contractors/subconsultants, the contractor attests that they are in receipt of a Waiver of Liability and Hold Harmless Addendum for COVID 19 attestation form from said sub-contractor/sub-consultant attesting that they have same proof of vaccination or documentation of a medical or religious exemption. “Proof of vaccination” means 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 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 form from the Oregon Health Authority’s immunization registry. “Documentation of a medical or religious exemption” means that Contractor is in receipt of a written request for a medical or

religious exception, made on a form prescribed by the Oregon Health Authority, and in compliance with the requirements set forth in OAR 333-019-1030.

Contractor acknowledges that when granting medical or religious exceptions it must take reasonable steps to ensure its unvaccinated employees do not contract or spread COVID-19 to teachers, school staff and volunteers within the facilities they are working, or to children and families that they may visit. Contractor understands that WESD has the legal right to determine the appropriate level of health and safety protocol on a case-by-case basis. Contractor further understands that the WESD may determine that for a particular assignment no reasonable accommodation can be made for the individual and the assignment for that individual may be terminated immediately and without notice or penalty (Contractor will be compensated for any services already provided by that individual pursuant to the parties agreement). As such, the Contractor shall provide notice of all unvaccinated contractors with an approved medical or religious exception to the WESD by October 13.

WESD retains the ability to deny access to its facilities, or those facilities of its partner school districts, to any contractor who does not comply with the WESD’s health and safety protocols.

COVID-19 Termination. WESD may terminate this Agreement immediately and without notice or penalty if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Contractor will be compensated for any services already provided pursuant to the parties agreement.

Force Majeure. Neither WESD nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties’ own employees; walkouts by the Parties’ own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Organization Name

Willamette Education Service District

By: _____

By: _____

Name: _____

Name: Russell Allen

Title: _____

Title: Exec Director of Business Services

Date: _____

Date: _____