

LETTER OF AGREEMENT
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP CHAPTER AND THE SOUTH KITSAP SCHOOL DISTRICT #402 (DISTRICT) AND PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 OF SOUTH KITSAP (UNION OR PSE).

The purpose of this Letter of Agreement is to commemorate in writing an understanding between the District and the Union the current and ongoing impacts of the COVID-19 pandemic for the 2022-2023 school year.

Vaccination requirement. The District will adhere to all State and CDC mandates and requirements concerning the vaccination of employees. As a condition of continued employment, State law currently requires all District employees to be fully vaccinated against COVID-19 as of October 18, 2021. Should the state law or mandate be rescinded, the District will no longer require employees to be fully vaccinated against COVID-19 as a condition of employment.

In accordance with the State mandate, any one of the following forms of verification will be recognized as evidence of compliance:

- a. Centers for Disease Control (CDC) COVID-19 Vaccination Record Card,
- b. Written verification from a licensed physician attesting to the employee's COVID-19 vaccination,
- c. Verification from the State COVID-19 immunization data base, or
- d. For an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

In accordance with the State mandate, an employee may seek a medical or religious exemption to the vaccination requirement by completing the *Accommodation Request Form-COVID-19 Vaccination* form. All approved exemption request forms will be held in the Human Resources Department in a file separate from their personnel file.

- **Medical Exemption:** Medical Exemptions have been treated through the district established medical accommodation process and the district has determined the level and ability to accommodate the individual through an interactive process.
- **Religious Exemption:** An employee who has a sincerely held religious belief that prevents them from being vaccinated against COVID-19 was able to request an accommodation through the Human Resources Department. The employee was required to engage with Human Resources to actively initiate the process. The employee provided all information reasonably needed to evaluate the request. During the process, the District followed OSPI guidance to evaluate the request.
- **Documentation of requests:** The District has documented the accommodation granted or the denial and has kept that information in a secure and confidential location.

Exemptions will be considered based on individual case-specific facts. Requests for exemption will be reviewed, and approved or denied, by administrative representatives. In the event an employee's request for accommodations and exemptions were denied, the employee can appeal the District's determination.

If an exemption is granted, the employee may be required to meet additional District requirements including, but not limited to, periodic COVID-19 testing, utilization of additional PPE, adherence to physical distancing

guidelines beyond those otherwise applicable to employees, and/or other measures designed to protect the health and safety of all employees.

COVID-19 Testing. Employees who become symptomatic during the school day can receive a COVID-19 test at their respective building location or official District testing site (Armory).

COVID-19 Paid Administrative Leave. Employees will be granted up to a total of five (5) days of paid administrative leave, without deduction from accrued sick or personal leave due to a positive COVID test result. To access COVID-19 Leave a positive test result must be verified by a District testing site, a building or an at home test.

Leave Without Pay. In accordance with *Section 7.8. Leave Without Pay* of the collective bargaining agreement, an employee may request an unpaid leave of absence for the 2022-2023 school year. Approvals will be considered based on individual case-specific facts.

Health, Safety and Personal Protective Equipment (PPE). District-wide health and safety protocols that are designed to comply with applicable guidance of all relevant public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's positions. The parties recognize the District may revise such rules as guidance from federal, state and local authorities' changes and may need to bargain the impacts of future changes.

The District will provide PPE to employees to meet State health and safety standards. Employee requests for reasonable additional PPE (KN95 masks, additional hand sanitizer, etcetera) will be made to the employee's immediate administrator.

Ongoing Communication. The parties agree to meet on an as needed basis to resolve any issues that arise from this LOA. Additionally, the District and Union will negotiate the impact of any revision or update to the state law that adds booster shots to the definition of "fully vaccinated".

Duration. This Letter of Agreement will be effective upon signature and shall remain in effect through August 31, 2023. This LOA is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19.


PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF SOUTH KITSAP

SOUTH KITSAP SCHOOL DISTRICT
NO. 402


Leigh Sinclair
Assistant Director of Human Resources


Date


Jacquie Meddles
PSE Chapter President


Date