Memorandum of Understanding
between
South Kitsap School District
and
South Kitsap Education Association
August 2021

Vaccination Requirement

- 1. The District will adhere to all State mandates and requirements concerning the vaccination of employees. State law currently requires all District employees to be fully vaccinated against COVID-19 no later than October 18 as a condition of continued employment. Accordingly, employees must provide verification to the District of having received the first dose of a 1-shot regimen vaccine or the second dose of a 2-shot regimen vaccine by October 4 (14 days prior to when the employee will be considered fully vaccinated). In accordance with the State mandate, any one of the following forms of verification will be recognized as evidence of compliance: a) 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.
- 2. For compliance purposes, the vaccination status of employees will be maintained confidentially by the District's designated COVID-19 records staff in a secure section of District personnel records. The District will not disclose the vaccination status of an employee unless required by law.
- 3. In accordance with the State mandate, an employee may seek a medical or religious exemption to the vaccination requirement. When determining whether to grant such an accommodation, the District will adhere to state and federal law. Such employees will be required to provide appropriate documentation of a medical condition or religious objection to vaccination. Exemptions will be considered based on individual case-specific facts. The District will respond to requests for exemptions within one week of receipt of the request. Requests for exemption will be reviewed, and approved or denied, by administrative representatives from at least two District departments. 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. The District will, at District expense, require reasonable accommodations supported by current public health authorities to protect the employee, the students and other staff. If accommodations are necessary for the employee to perform the essential functions of the job, then consistent with prevailing law, the District will make a determination as to whether such accommodations are reasonable or an undue hardship.
- 4. Employees may request an unpaid leave for the 2021-22 school year under the current provisions of the CBA. Human Resources will develop a process to impartially evaluate such requests.
- 5. The District and Association will negotiate the impacts of any revision or update to the state law that adds booster shots to the definition of "fully vaccinated."

COVID Leave

Each employee will be granted up to 7 days of paid administrative leave for:

- a day for recovery after receipt of a COVID vaccine shot, if necessary;
- quarantining due to close contact at a district work site with someone with a positive COVID test result;
- isolating after a positive COVID test result; or
- experiencing known symptoms of COVID that resolve within 24 hours or, if not resolved, for which the employee is seeking COVID testing.

Supervision

Elementary classroom teachers will be expected to be in their classrooms to supervise students who arrive in the building (and cannot congregate elsewhere in the school building) up to 10 minutes before the instructional day begins or ends. Secondary classroom teachers will be expected to be in their classrooms to supervise students who arrive in the building (and cannot congregate elsewhere in the school building) up to 15 minutes before the instructional day begins. This paragraph will be reviewed no later than December 6, 2021, to review its impact on workload, and if not agreed to extend, will sunset on December 17, 2021.

Concurrent Teaching

Teachers will not be expected to teach students remotely simultaneously while teaching students in-person without mutually-agreed support.

Amplification Equipment

Upon employee request, and subject to supply chain availability, the District will provide reasonable, standard, supplemental audio equipment to facilitate effective instruction while using PPE, e.g., FM/amplification equipment.

Duration

This agreement is effective for the 2021-22 school year and expires August 31, 2022. Any disputes under this agreement shall be resolved under the grievance procedures in the collective bargaining agreement.

SOUTH KITSAP EDUCATION ASSOCIATION	SOUTH KITSAP SCHOOL DISTRICT 402
Th 9-1/2	J. Monage
John Richardson	Jamie Monagle
SKEA President	Director of Human Resources
2/1/2021	9/1/2021
Date /	Date