

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 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, SOUTH KITSAP CHAPTER AND THE SOUTH KITSAP SCHOOL DISTRICT #402.

The following agreement applies to the 2021-22 contract year and pertains to the current and ongoing impacts of the COVID-19 pandemic.

In accordance with the Governor’s mandate, unvaccinated employees will have until October 18, 2021, to be fully vaccinated. Fully vaccinated means two weeks or more following the receipt of the second dose of a 2-dose series or two weeks or more following the receipt of a single dose vaccine. This information will be stored in the Human Resources Department, separate from their personnel file.

The District and PSE will negotiate the impacts of any revision or update to the state law that changes the definition of “fully vaccinated” or addresses the vaccination mandate.

Separation of Employment and References:

An employee’s separation from the District due to their unvaccinated status as of October 18, 2021, will be treated as non-disciplinary. Any future employment references provided for these employees will be based on the employee’s work performance with the District.

If after separation, an employee becomes fully vaccinated prior to their former position’s close date or if the position has closed but screening has not yet begun, then the employee will be placed back into their former position.

Unpaid Leave of Absence:

Employees may request an unpaid leave of absence for the 2021-22 contract year under the current provisions of the collective bargaining agreement (CBA). Human Resources will develop a process to impartially evaluate such requests.

Workload:

- Consistent with applicable laws and regulations, and subject to supervisor approval, employees may request over-time and extra time should tasks take longer due to the increase in workload. Such time shall not be mandatory. Additional time in excess of one hour may be offered to existing staff members without the requirement to post. Employees with the greatest seniority will be given preferential consideration for this additional time consistent with Section 10.3.4 of the current Agreement.
- The District agrees to bargain the impact of this change in workload with the Union, should such staffing ratios cause a hardship to employees.

1 **Vaccination Exemption and Appeal Process:**

2
3 Employees who qualified for exemptions provided documentation to the Human Resources Department,
4 which was recorded and is being kept in a file separate from their personnel file.
5

- 6 • **Medical Exemption:** Medical Exemptions have been treated through the district established
7 medical accommodation process and the district has determined the level and ability to
8 accommodate the individual through an interactive process.
9
- 10 • **Religious Exemption:** An employee who has a sincerely held religious belief that prevents them
11 from being vaccinated against COVID-19 was able to request an accommodation through the
12 Human Resources Department. The employee was required to engage with Human Resources to
13 actively initiate the process. The employee provided all information reasonably needed to evaluate
14 the request. During the process, the District followed OSPI guidance to evaluate the request.
15
- 16 • **Documentation of requests:** The District has documented the accommodation granted or the
17 denial and has kept that information in a secure and confidential location.
18

19 In the event an employee's request for accommodations and exemptions were denied, the employee has the
20 ability to appeal the District's determination.
21

22 **Health, Safety, and Personal Protective Equipment (PPE):**

- 23
24 • The District will implement District-wide health and safety protocols that are designed to comply
25 with applicable guidance of all relevant public health agencies. Strict compliance with all relevant
26 District safety and health rules will be an essential function of each employee's position. The parties
27 recognize that the District may revise such rules as guidance from federal, state, and local
28 authorities' changes and may need to bargain the impacts of future changes.
29
- 30 • The District will provide PPE to employees above the requirement to meet state health and safety
31 standards. Employee requests for reasonable additional PPE (KN95 masks, additional hand
32 sanitizer, smocks, etc.) will be made to the employee's supervisor or other appropriate staff
33 member and will not be denied subject to availability of requested items. The District will respond
34 to PPE requests in a timely manner.
35
- 36 • Employees will be provided an avenue for reporting failure to comply with PPE requirements with
37 support of the District without fear of retaliation.

1 **COVID Leaves:**

2
3 During the 2021-22 contract year, each employee will be granted up to a total of 7 days of paid
4 administrative leave for:

- 5
- 6 • Up to a day for recovery after receipt of a COVID-19 vaccine shot, if necessary;
- 7 • Quarantining when required due to close contact at a district work site with someone with a positive
- 8 COVID-19 test result;
- 9 • Isolating after a positive COVID-19 test result; or
- 10 • Experiencing known symptoms of COVID-19 that resolve within 24 hours or, if not resolved, for
- 11 which the employee is seeking COVID-19 testing.

12
13 Those employees with multiple exposures to COVID-19 due to their direct service to students may request
14 additional administrative leave through the Human Resources Department on a case-by-case basis. Such
15 requests will be reviewed on an individual basis.

16
17 **Substitutes:**

18
19 Substitute employees shall be paid at 90% of the first step on Schedule A for the position being filled. This
20 agreement does not interfere with employees’ rights under Section 1.3.1.2 of the CBA.

21
22 The District shall create temporary positions for employees as deemed necessary to serve as substitutes
23 throughout the District.

24
25 **Duration:**

26
27 This Letter of Agreement will be effective upon signature and shall remain in effect through August 31,
28 2022.

29
30 PUBLIC SCHOOL EMPLOYEES OF
31 WASHINGTON/SEIU LOCAL 1948

32
33 SOUTH KITSAP SCHOOL DISTRICT
34 NO. 402

35
36 *Jamie Monagle*
37 _____
38 *Jacque Meddles*
39 Jacque Meddles (Oct 5, 2021 08:13 PDT)
40 _____

38 Jamie Monagle
39 Director of Human Resources

40 **Oct 5, 2021**
41 _____

42 Date

38 Jacque Meddles
39 PSE Chapter President

40 **Oct 5, 2021**
41 _____

42 Date









PSE-029 - LOA - COVID Vaccine Mandate

Final Audit Report

2021-10-05

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