



MEMORANDUM OF UNDERSTANDING

between
Seattle School District No. 1
and the
Seattle Education Association
Implementing Washington State Governor's
Vaccine Mandate Proclamation 21-14.1



This Memorandum of Understanding ("MOU") is entered into by and between Seattle School District No. 1 ("District") and Seattle Education Association ("SEA") (collectively the "Parties") to implement the Washington State Governor's vaccine mandate for public school employees.

PREAMBLE

On August 18, 2021 Governor Jay Inslee issued a proclamation requiring that all K-12 educators, school staff, coaches, bus drivers, school volunteers, and others working in public schools must be fully vaccinated against COVID-19 by October 18, 2021 as a condition of employment. The Parties recognize the importance of, and necessity to, follow the Governor's proclamation for the health and safety of students, staff, and community.

AGREEMENT

The Parties hereby mutually agree to the following:

1. Proof of Vaccination. The District is required to verify that employees are fully vaccinated against COVID-19. Any employee is prohibited from engaging in work for the District after October 18, 2021 if the employee has not been fully vaccinated against COVID-19 and provided proof thereof to the District or obtained a medical or religious exemption and an accommodation has been granted.

All District employees must provide proof of full vaccination against COVID-19 by providing one of the following:

- a. CDC COVID-19 Vaccination Record Card or photo of the card;
- b. Documentation of vaccination from a health care provider or electronic health record; or
- c. State immunization information system record.

Personal attestation will not be accepted by the District as an acceptable form of verification of COVID-19 vaccination.

2. Record Keeping. The District will designate non-SEA Represented employees within central office to review and verify employees' proof of vaccination. The District will not maintain copies of actual employee vaccination records and will only release an identifiable verification record where required to do so by court order.

- a. The District will provide a confidential process to verify employees proof of vaccination. Vaccination(s) verification will be maintained on a secure electronic platform, ESS or its successor, and kept separate from employee personnel files.

3. Fully Vaccinated Against COVID-19. A person is fully vaccinated against COVID-19 two weeks after they have received the second dose in a two-dose series of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Pfizer-BioNTech or Moderna) or two weeks after they have received a single-dose COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Johnson & Johnson (J&J)/Janssen).

Exemptions to Vaccination. The District will engage in an interactive process with each employee requesting an exemption to the requirement to be fully vaccinated against COVID-19 to determine if they qualify for a medical or religious exemption. The interactive process will determine two conditions that must be met: (1) if the employee qualifies for a medical or religious exemption to the requirement to be fully vaccinated against COVID-19 and (2) if there is a reasonable accommodation that may be granted that does not cause an undue hardship for the District. The process to apply for a

medical or religious exemption will be communicated to all District employees by September 8, 2021.

4. Employee Vaccine Support. The District will collaborate and organize with local community health organizations to host COVID-19 vaccination clinics on District property to help to support employee access to the COVID-19 vaccine.
5. Emergency Circumstances Paid Leave. The 2021-22 Health & Safety Memorandum of the Parties provides for up to two days of Emergency Circumstances Paid Leave for full- and part-time FTE and substitute SEA-represented employees for emergency circumstances caused by COVID that adversely impact the employee's ability to work including, but not limited to, time off for an employee who has an adverse reaction to a COVID vaccination.
6. Condition of Employment. The requirement to be fully vaccinated against COVID-19 by October 18, 2021 is a District condition of employment. As such, any SEA-represented employee who has not provided proof of being fully vaccinated against COVID-19 or obtained a medical or religious exemption including the determination of a reasonable accommodation will be terminated (non-disciplinary dismissal for failing to meet the qualifications of the job) at the end of business on October 18, 2021.
7. Vacancies Caused by Unvaccinated Staff. The District will follow the three phases of the hiring process outlined in the CBAs to fill vacancies created by staff terminated after October 18, 2021. The Parties agree to modify the hiring process to expedite placements to minimize disruption to students and school communities.

THIS MOU SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS IT HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT.

SEATTLE SCHOOL DISTRICT NO. 1

SEATTLE EDUCATION ASSOCIATION

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date