

Memorandum of Understanding
between
Mercer Island Education Association ("MIEA")
and
Mercer Island School District ("District")
Regarding

Mandated COVID-19 Vaccinations: Certificated & Classified Staff

Per [Proclamation 21-14.1](#) COVID-19 Vaccination Requirements, all K-12 education employees not on leave must be verified to be fully vaccinated for COVID-19 by October 18, 2021.

A. COVID-19 Vaccination Verification

1. The District Human Resources (HR) department will review and verify the employees' proof of vaccination.
2. The District will record acknowledgement that such proof has been provided for visual review by recording the employee's name, brand of vaccine and date of vaccination(s) in a secure place separate from the employee's personnel file.
3. Unless requested by the employee, copies of vaccination records provided to HR will be deleted once the employee's vaccination status has been verified. If an electronic vaccination record exists on a server or some other such storage device despite HR deleting and rendering the email/uploaded record inaccessible by HR, the District will treat that record as a confidential portion of an employee's file and will not disclose it in response to a public records request.
4. The District will share a staff member's vaccination status and related information only as necessary to ensure compliance with COVID-19 protocols, to support contract tracing, and to confirm compliance with and/or comply with applicable law(s).

B. Religious or Medical Accommodations

- The District will determine whether an employee is eligible for an accommodation and will determine the final form of any accommodation to be provided. The District will first consider accommodations that do not impact the employee's assignment/job placement before adopting an accommodation that displaces the employee.
- Consistent with current practice, all information disclosed to the District during the accommodation process will be kept confidential unless otherwise required by law.
- Employees will be provided with a copy of the letter detailing whether their accommodation request was granted and, if granted, the specific contours of the accommodation.
- In the event an employee is found to have a medical condition or sincerely held religious belief that conflicts with the vaccine mandate who cannot be provided accommodations such that they may continue to work, that employee will be placed on unpaid leave for the remainder of the 2021-22 school year.

C. Failure to Prove Full Vaccination or Approved Accommodation

A District employee who is not on leave and who has not been verified as fully vaccinated against COVID-19 or has not received an approved accommodation for medical or religious reasons by October

18, 2021, will not be permitted to work on-site beginning October 18, 2021. Such an employee will be placed on unpaid leave unless otherwise agreed upon by the employee and the District's HR department.

Such unpaid leave shall extend until November 19, 2021, on which date the employee will be separated from District employment unless the employee has:

- Requested and been granted an unpaid leave of absence for the remainder of the 2021-22 school year;
- Submitted evidence of and is verified to be fully vaccinated against COVID-19; or
- Requested and is approved for a medical or religious accommodation.

An employee on unpaid leave who is verified to be fully vaccinated on or before November 19, 2021, will be allowed to return to their regular assignment(s). Staff who acquire a medical or religious accommodation by November 19, 2021, will also be allowed to return to their regular assignment(s).

An employee placed on unpaid leave may use accrued vacation or personal leave. During the period of leave between October 18, 2021, and November 19, 2021, the District will continue the employee's SEBB benefits.


Requests for unpaid leave will be granted if the District finds a suitable leave replacement. Employees granted unpaid leave for the balance of the 2021-22 school year will not be eligible for a second year of unpaid leave related to the failure to secure a COVID-19 vaccination or qualify for an exemption.

An employee who is separated from the District because the employee has not been verified as fully vaccinated against COVID-19, been granted unpaid leave, or received an approved accommodation:

- Will be eligible for rehire if the employee meets the qualifications required of an open job posting. Note: The employee will be required to apply as an outside applicant for future positions with the District; and
- Does not need to report on an application that they were dismissed due to a failure to comply with a District directive.


The District and MIEA's sincere hope is that any unvaccinated employees who remain as of October 18, 2021, take advantage of the period between October 18, 2021, and November 19, 2021, to become fully vaccinated and/or engage in the process of seeking an accommodation or extended unpaid leave.

This is a non-precedent setting Agreement and will expire on August 15, 2022.




Donna Colosky (Nov 8, 2021 14:42 PST)

Donna Colosky date
Superintendent




Sally Loeser date
MIEA President



Erin Battersby (Oct 27, 2021 20:35 PDT)

Erin C. E. Battersby date
District Representative



Susan Hamp (Oct 22, 2021 13:57 PDT)

Susan Hamp date
MIEA Representative











2021.10.13 COVID-19 Mandated Vaccinations MOU.docx


Final Audit Report

2021-11-08


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