

MEMORANDUM OF UNDERSTANDING

BETWEEN

**BOARD OF EDUCATION OF PLAINFIELD COMMUNITY CONSOLIDATED SCHOOLS
DISTRICT 202**

AND

PLAINFIELD ASSOCIATION OF SUPPORT STAFF, IEA/NEA

The Board of Education of PLAINFIELD COMMUNITY CONSOLIDATED SCHOOLS DISTRICT 202 (the "Board") and PLAINFIELD ASSOCIATION OF SUPPORT STAFF, IEA/NEA

IEA/NEA (the "Association") hereby enter into the following Memorandum of Agreement (the "MOU") in response to the Governor of the State of Illinois's Executive Order 2021-20-COVID-19 Executive Order No. 87 ("Executive Order") signed on August 26, 2021.

WHEREAS, the CDC has recognized vaccination as the leading public health prevention strategy to end the COVID-19 pandemic and recommends that all teachers, staff, and eligible students be vaccinated as soon as possible;

WHEREAS, increasing vaccination rates in schools is the strongest protective measure against COVID-19 available and, together with masking and regular testing, is vital to providing in person instruction in as safe a manner as possible;

WHEREAS, in light of the continued spread of COVID-19, the increasing threat of the Delta variant, and the significant percentage of the population that remains unvaccinated, the Governor of the State of Illinois declared on August 20, 2021 that the current circumstances in Illinois surrounding the spread of COVID-19 continue to constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act;

NOW THEREFORE, the Board and the Association agree as follows:

1. All bargaining unit members are required to have their first of the two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine no later than October 4, 2021 and be fully vaccinated against COVID-19 within thirty (30) days following administration of their first dose in a two-dose vaccination series or undergo testing for COVID-19 once a week until they establish that they are fully vaccinated against COVID-19 in compliance with Section (3) of this MOU.

2. Bargaining unit members that have been fully vaccinated against COVID-19 shall provide proof of vaccination to the District by one (1) of the following no later than October 3, 2021: 1. a CDC COVID-19 vaccination record card or photograph of the card; 2. documentation of vaccination from a health care provider or electronic health record; or 3. state immunization records.

a. Any of the aforementioned documentation shall be maintained in the bargaining unit member's medical record file stored at the District Office, separate from the employee's personnel file.

b. Such information shall be considered confidential and only viewable by Confidential Personnel in the Department of Administration and Personnel and pursuant to (735 ILCS 5/8-803.5) official union agents.

3. The IDPH has determined, a person who tested positive for COVID is not required to test weekly within a 90-day period, following the positive diagnosis.

4. Bargaining unit members that have complied with the requirements of the Executive Order, and then are required to be excluded or quarantined because of exposure at work, will not be required to use accrued personal sick leave. Instead, the member will be placed on paid Administrative Absence during the period of mandatory exclusion or quarantine to a maximum of ten (10) workdays.

5. Bargaining unit members that are not fully vaccinated against COVID-19 or have not submitted proof of vaccination by October 3, 2021, must undergo testing for COVID-19 once a week until they establish that they are fully vaccinated against COVID-19.

6. When the Shield Testing is available, the district will provide on-site tests at each building site and provide a testing opportunity for all bargaining unit members the test. If the unvaccinated bargaining unit members are unable to test at the district/building site, they must obtain a test elsewhere, Per the Executive Order, the testing must be done using a test that either has emergency use authorized by the FDA or is operating per the laboratory developed test requirements by the U.S. centers for Medicare and Medicaid services and must provide proof of the negative test from the off-site testing site to the District Office.

a. Bargaining unit members will be notified of the day of the week, location and time they are to be tested on site.

b. Bargaining unit members will be notified of the COVID-19 test results from the third-party testing vendor.

7. As per the Executive Order, the District shall exclude school personnel who are not fully vaccinated against COVID-19 from the premises unless they comply with the testing requirements specified in Section (6).

8. This Memorandum of Understanding is subject to the grievance/arbitration provisions of the Collective Bargaining Agreement (CBA).

9. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement.

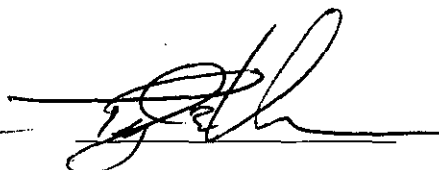
10. To the extent of any conflict or inconsistency between this Memorandum of Understanding and the CBA, the provisions of this Memorandum of Understanding shall control. The CBA shall otherwise remain in full force and effect.

11. In the event State agencies, including but not limited to IDPH and the Illinois State Board of Education, promulgates emergency rules as necessary to effectuate this Executive Order, the parties shall meet to discuss the impact of such rules on the provisions set forth in this MOU.

12. This Memorandum of Understanding while the COVID-19 Executive Order No. 87 is in effect.



For the District



For the Association

10-25-2021

Dated

10-18-2021

Dated