

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “MOA”) between Oak Park and River Forest High School District 200 (the “District”) and the Service Employees International Union, Local No. 73, Buildings, Grounds, Custodial, and Maintenance, Classified Personnel, and Campus Safety and Support (the “Union”) (collectively, “the Parties”). The Parties voluntarily agree to enter into this MOA to address the saliva testing during the COVID-19 pandemic.

WITNESSETH

WHEREAS, the Union, by way of its Buildings and Grounds, Custodial and Maintenance bargaining unit, is the exclusive bargaining agent for all custodial and maintenance employees of the District, excluding the Director of Buildings and Grounds, Assistant Director of Buildings and Grounds, and Head Custodian;

WHEREAS, the Union, by way of its Classified Personnel bargaining unit, is the exclusive bargaining agent for all full-time and regularly employed part-time (CPA Members) employees in positions of secretaries, clerks, computer lab and science lab aides, help desk assistants, on-campus tutors and teaching assistants employed by the District;

WHEREAS, the Union, by way of its Campus Safety and Support bargaining unit, is the exclusive bargaining representative for all full-time and regularly employed part-time employees in positions of Campus Safety and Support Officer, and Locker Room Attendant;

WHEREAS, beginning in March 2020 and continuing through the date of this MOA, Governor JB Pritzker has declared all counties in the State of Illinois as a disaster area in response to the COVID-19 Pandemic;

WHEREAS, the Illinois State Board of Education (ISBE) and Illinois Department of Public Health (IDPH) published guidance for how Pre-Kindergarten through 12th grade schools can safely transition to in-person instruction beginning in the Fall 2020;

WHEREAS, considering the current circumstances, including but not limited to the necessity for a hybrid plan of instruction, the Parties have agreed to certain items set forth herein relative to the saliva testing of employees during the COVID-19 pandemic;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. Saliva Testing

The District will incorporate a voluntary weekly saliva-based testing as part of the daily symptom and temperature check screening process.

- A Board-approved form of saliva-based testing will be used.
- The saliva-based test is not a “diagnostic test,” but rather a screening tool (similar to other screening measures) to indicate a possible COVID-19 case.
- The saliva-based testing will be used to solely provide indication of a possible current COVID 19 condition. There will be no antibody testing or any other testing for anything beyond the employee current COVID-19 status.
- Samples will not be retained after testing.
- Where saliva-based test yields a positive indication, the employee will immediately be notified consistent with the screening protocol and will be sent home in accordance with current IDPH and local health department guidance. The employee should consult their health provider and undergo a diagnostic COVID-19 test thereafter.

Union members who consent to saliva testing and sign a Consent and Waiver form provided by the District, will receive up to 14 additional sick leave days to be applied in the event they test positive for COVID-19 and are not able to work remotely during the period of illness/quarantine.

2. Non-Precedential Agreement

The Union and the District agree that this MOA is based on the unique circumstances caused by the Pandemic and is entirely non-precedential and will not constitute binding precedent for the Parties or the District in any past or future grievance or in relation to their respective positions concerning the existing CBA, practices, procedures, or policies. Nothing in this MOA shall constitute or create a status quo with respect to any CBA provisions or any terms and conditions of employment.

3. Effect of Agreement

This MOA applies specifically to the period of the hybrid instruction during the COVID-19 pandemic starting with the second semester of the 2020-2021 school year, will expire when the return to in-person instruction becomes possible and does not modify, amend, or otherwise affect any provision of the CBA.

4. Entire Agreement and Amendment

This MOA sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed or implied between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to this MOA shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

5. Authorized Representatives

The District and Union, respectively, represent that the person signing this MOA is duly authorized to do so on its behalf.

6. Counterparts

This MOA may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Union and The District have caused this Agreement to be executed by the signatures of their authorized representatives as set forth below.

**Service Employees International Union
Local No. 73, Buildings and Grounds**

**Oak Park and River Forest High School
District 200**

By: 

By: 

Date: 12/22/20

Date: December 22, 2020

**Service Employees International Union
Local No. 73, Classified Personnel**

By: 

Date: 12-22-2020

**Service Employees International Union
Local No. 73, Campus Safety and Support**

By: 

Date: 12-22-2020