

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**BOARD OF EDUCATION OF Oak Park and River Forest High School**  
**AND**  
**Faculty Senate, IEA/NEA**

The Oak Park and River Forest High School Board of Education (the “Board”) and Faculty Senate, 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 2021-22 COVID-19 Executive Order No. 89 (“Executive Order”) signed on September 3, 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; and

WHEREAS, State Superintendent Carmen Ayala issued a declaration on September 7, 2021 that schools must resume fully in-person learning, provided that remote instruction must be made available for students who are excluded pursuant to 77 Ill. Admin. Code 690.30, or students who are under isolation, quarantine, or adaptive pause consistent with guidance or requirements from a local health department or the Illinois Department of Public Health (“IDPH”);

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 September 19, 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 in compliance with Section (3) of this MOU until they establish that they are fully vaccinated against COVID-19.
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

September 19, 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 electronic medical record file stored in Skyward Human Resource Information System.
  - b. Such information shall be considered confidential and only viewable by Human Resources personnel.
3. Bargaining unit members that are not fully vaccinated against COVID-19 or have not submitted proof of vaccination by September 19, 2021 must undergo testing for COVID-19 once a week until they establish that they are fully vaccinated against COVID-19. The District will provide on-site tests at Oak Park and River Forest High School through the use of the Abbott BinaxNOW test ("Binax Test") and the SHIELD Illinois saliva testing ("SHIELD Test").

The Binax Test is a fast-acting antigen test approved by the U.S. Food and Drug Administration (FDA) and distributed to the State for use in a variety of settings, including schools. The Binax Test is administered through a nasal swab and results are available within 15 minutes.

SHIELD Illinois is a diagnostic PCR saliva test across the state that has an FDA authorization for asymptomatic and symptomatic individuals. It is conducted by collecting saliva samples on-site at school.

Bargaining unit members will be notified of the day of the week they are to be tested on site. Bargaining unit members absent on the day they are required to undergo testing for COVID-19 shall test on the first day returning to the District.

All Binax Test results will be provided to the employee, both positive and negative. In the event the Binax Test indicates a potential presence of COVID-19, the employee will be referred to a CLIA certified lab for a diagnostic test. A nurse or administrator will contact the employee if the SHIELD test result is positive. The employee will not be contacted if the SHIELD Test result is negative. Testing results will also be provided to local, state and federal public health officials as required. Any individual results, or associated information, retained by appropriate representatives of the District shall be maintained in a confidential manner.

Any staff testing positive on the Binax Test or Shield Test will be required to leave the premises and asked to go home and isolate; staff will then follow District and public health guidance on the required quarantine and return to work protocols.

4. 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 (3).

5. Failure of unvaccinated bargaining unit members to comply with testing requirements per the Executive Order and this MOU shall result in progressive discipline up to and including termination.

6. COVID-19 Paid Administrative Leave

Bargaining unit members who are fully vaccinated or who are exempt from receiving the COVID-19 vaccine will be placed on Paid Administrative Leave in the case that they test positive for COVID-19 (as documented by an official PCR test result) for the duration of their isolation period as determined by District and public health guidance, at the end of which period they must provide a release from isolation from either the health department or medical professional to return to work.

The COVID-19 paid administrative leave will be applied for eligible bargaining unit members retroactively to August 12, 2021.

7. Individuals are exempt from the requirement to be fully vaccinated against COVID-19 if 1. vaccination is medically contraindicated, including any individual who is entitled to an accommodation under the Americans with Disabilities Act or any other law applicable to a disability-related reasonable accommodation, or 2. vaccination would require the individual to violate or forgo a sincerely held religious belief, practice, or observance. Individuals who demonstrate they are exempt from the vaccination requirement shall undergo, at a minimum, weekly testing as provided for in Section (3).

8. Quarantine/Isolation Instruction

The following procedures will provide access to remote instruction for students who are excluded pursuant to 77 Ill. Admin. Code 690.30, or students who are under isolation, quarantine, or adaptive pause consistent with guidance or requirements from a local health department or IDPH.

Teachers will provide audio and video observational access to their classrooms for students as noted above and with the following parameters:

- the teacher will determine the livestreaming of a class as appropriate to the instructional needs of the lesson as per district guidelines;
- students in remote learning will be able to observe a livestreamed class but may not be able to interact with the class in real time; teachers are expected to teach in-person students;

- after notification of a student quarantine or isolation, a minimum of 24 hours will be allowed to coordinate remote observation services;
  - teachers will be provided with sufficient technology resources to support a remote learning environment;
  - any discussion of remote learning/observation outside of these parameters must be negotiated.
9. This Memorandum of Understanding is subject to the grievance/arbitration provisions of the CBA.
10. 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.
11. 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. The Parties acknowledge and agree that except as otherwise stated in this MOU, this MOU does not constitute an amendment to or revision of the current CBA, or to any successor bargaining agreement, between the District and the Association.
12. In the event relevant State requirements are changed by subsequent executive orders or joint guidance or emergency rules promulgated by State agencies, including but not limited to IDPH and the Illinois State Board of Education, the parties shall meet to discuss the impact of such changes on the provisions set forth in this MOU.



For the District

September 9, 2021

Date



For the Association

Sept. 10, 2021

Date