

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BOARD OF EDUCATION OF OAK PARK AND RIVER FOREST HIGH SCHOOL  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO.37**

The Oak Park and River Forest High School Board of Education (the "Board") and the Service Employees International Union, Local No. 73 (Buildings, Grounds, Custodial, and Maintenance; Classified Personnel; and Campus Safety and Support) (the "Union") 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;

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

1. All bargaining unit members were 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 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 had to 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;
  - 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 are 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 asked to go home and isolate; staff will then follow District and IDPH 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, 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. This Memorandum of Understanding is subject to the grievance/arbitration provisions of the collective bargaining agreements.
9. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under any collective bargaining agreement.
10. To the extent of any conflict or inconsistency between this Memorandum of Understanding and collective bargaining agreements, the provisions of this Memorandum of Understanding shall control. The collective bargaining agreements 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, promulgate 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.

**IN WITNESS WHEREOF**, the Union and the Board 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**

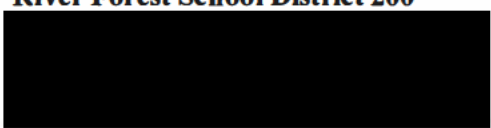
By:



Kimarie Allen, Union Representative

**Board of Education, Oak Park and  
River Forest School District 200**

By:



Sara Dixon-Spivy, Board President

Date:

10/7/21

Date:

October 14, 2021