

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter, the "Agreement") is made this 16th day of September, 2021, by and between the KIRBY PARAEDUCATOR ASSOCIATION, IEA-NEA, (hereinafter, the "KPEA"), the BOARD OF EDUCATION OF KIRBY SCHOOL DISTRICT 140, COOK COUNTY, ILLINOIS (hereinafter, the BOARD).

WHEREAS, the BOARD and the KPEA are parties to a collective bargaining agreement that extends through August 31, 2022 (the "Contract"); and

WHEREAS, the BOARD and the KPEA have met and negotiated over the issues presented by the return to in person learning and have bargained in good faith and have mutually reached the agreements set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. The WHEREAS clauses set forth above are incorporated herein as substantive provisions of this Agreement.
2. Vaccinated employees will be granted up to ten (10) paid administrative leave days to use if they are required to be quarantined from work because of COVID-19 and the exposure can be linked directly to a work assignment.
3. Unvaccinated employees who are required to be quarantined from work because of COVID-19, where the exposure can be linked directly to a work assignment, shall be able to access up to ten (10) paid administrative leave days allotted from the Board in accordance with this MOU only if they are able to demonstrate that they are exempt from receiving the vaccine pursuant to bona fide religious or disability-related reasons in accordance with federal and state laws.

4. The Superintendent shall decide if an exposure is directly linked to a work assignment and, if applicable, whether an unvaccinated employee is entitled to an exemption from being vaccinated. The Superintendent's decision in both instances shall be final and not subject to the grievance procedure.

5. In the event that a vaccinated teacher is symptomatic, the teacher must get a COVID-19 test and report the results to the Superintendent. This test must occur within 48 hours of the onset of symptoms. If the PCR test is negative, the vaccinated teacher may return to work as allowed by CDC/IDPH guidelines.

6. The District will follow the internal protocols for Binax testing, Shield Testing and reporting of cases. (This may include a close contact that is asymptomatic getting tested on days 1, 3 and 5).

7. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

8. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original, and shall be effective on the date on which it is signed by the last party to sign below.

9. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable to the extent compatible with the intent of the original agreement.

10. This Agreement shall remain in effect until modified in writing by the parties or until the Board has returned to full in-person instruction.

11. This Agreement shall be binding and enforceable upon the parties, their heirs, successors and assigns in accordance with its terms.

KIRBY PARAEDUCATOR
ASSOCIATION, IEA-NEA

BOARD OF EDUCATION OF
KIRBY SCHOOL DISTRICT 140

MaryAnn Kuffman

[Signature]

Date: 9-17-2021

Date: 9/16/2021

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter, the "Agreement") is made this 17th day of September, 2020, by and between the KIRBY PARAEDUCATOR ASSOCIATION, IEA-NEA, (hereinafter, the "KPEA"), the BOARD OF EDUCATION OF KIRBY SCHOOL DISTRICT 140, COOK COUNTY, ILLINOIS (hereinafter, the BOARD).

WHEREAS, the BOARD and the KPEA are parties to a collective bargaining agreement that extends through the day preceding the first day of the 2021-2022 school year (the "Contract"); and

WHEREAS, the Governor of Illinois, J.B. Pritzker ("Governor"), declared on March 9, 2020 that all counties in the State of Illinois are a disaster area ("Disaster Proclamation") in response to the outbreak of the Coronavirus Disease 2019 ("COVID-19"); and

WHEREAS, on August 21, 2020, the Governor issued another Disaster Proclamation that all counties in the State of Illinois continue to be a disaster area; and

WHEREAS, pursuant to EO 2020-47, Boards of Education throughout the State of Illinois can choose to open for in-person education, remote only education or a hybrid plan that includes both remote and in-person education; and

WHEREAS, EO 2020-47 mandates that all public and nonpublic schools follow Illinois Department of Public Health ("IDPH") guidance during Phase 4 and take proactive measures to ensure the safety of students, staff and visitors; and

WHEREAS, the federal Families First Coronavirus Response Act ("FFCRA") provides for paid and partially paid leave for eligible employees for certain stated reasons relating to COVID-19; and

WHEREAS, the Contract provides paraeducators with paid sick leave, and the paraeducators desire to be allowed to use said paid sick leave to supplement the benefits available under the FFCRA, as set forth herein; and

WHEREAS, the BOARD has decided to reopen schools on a remote-only basis for the time being, which decision is subject to change at any time based on changing conditions; and

WHEREAS, the BOARD and the KPEA have met and negotiated over the issues presented by remote learning and hybrid learning and have bargained in good faith and have mutually reached the agreements set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. The WHEREAS clauses set forth above are incorporated herein as substantive provisions of this Agreement.

2. If a paraeducator is required by the BOARD to quarantine, the BOARD will attempt to find remote work for the paraeducator, subject to the discretion of the Superintendent, for the duration of the quarantine period. If the Superintendent determines that no remote work duties are available or appropriate for the paraeducator, the paraeducator shall be placed on a paid leave of absence with no deduction of sick or personal leave for the duration of the quarantine.

3. If a paraeducator is required by some person or entity other than the BOARD to quarantine, or is unable to work in person for one or more of the reasons set forth in the FFCRA, the BOARD will attempt to find remote work for the paraeducator, subject to the discretion of the Superintendent, for the duration of the quarantine period. If the Superintendent determines

that no remote work duties are available or appropriate for the paraeducator, the paraeducator may use Emergency Paid Sick Leave (“EPSL”) under the FFCRA, provided that the reasons for the paraeducator’s absence qualify for use of EPSL and subject to the conditions and requirements of the FFCRA with respect to EPSL.

4. A paraeducator who uses EPSL or Extended Family Medical Leave (“EFML”) under the FFCRA may, at the paraeducator’s option, substitute available paid sick leave in one-quarter day increments to bring the paraeducator to or close to full pay. Paid sick leave may not be used to exceed any paraeducator’s normal daily rate of pay, and no paraeducator shall be paid more than his or her normal daily rate of pay during any absence.

5. KEA acknowledges and agrees that all demands to bargain it has issued to date have been complied with and satisfied, and that the BOARD has fully negotiated all decisions and impacts for which bargaining was required.

6. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

7. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original, and shall be effective on the date on which it is signed by the last party to sign below.

8. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable to the extent compatible with the intent of the original agreement.

9. This Agreement shall remain in effect until modified in writing by the parties or until the Board has returned to full in-person instruction.

10. This Agreement shall be binding and enforceable upon the parties, their heirs, successors and assigns in accordance with its terms.

KIRBY PARAEDUCATOR
ASSOCIATION, IEA-NEA

Mary Ann (Miki) Kouffmann

Date: 9-9-2020

BOARD OF EDUCATION OF
KIRBY SCHOOL DISTRICT 140

[Signature]

Date: 9-17-2020