

**Memorandum of Understanding
between
Kildeer Countryside CCSD 96 and
the Kildeer Education Association (KEA)
Regarding COVID-19 Leave Days during the 2022/23 School Year**

The District and the Association wish to support KEA members during the Gubernatorial Disaster proclamation with regards to COVID 19. To that end, the parties agree to the following:

COVID-19 Leave Days: The District shall provide "COVID-19 Leave Days" to KEA members in accordance with the following terms:

1. Definition: A "COVID-19 Leave Day" is defined as either:

a. COVID-Leave Day: Self: An excused absence with pay for any fully vaccinated KEA member who is unable to work due to their own current diagnosis of COVID-19 during the 2022/23 school year or while HB 1167 is in effect due to the Governor's Disaster Proclamation whichever ends first.

or

b. COVID-Leave Day: School Aged Child: An excused absence with pay for any vaccinated KEA member who is unable to work due to their child's positive test of COVID-19 during the 2022/23 school year while HB 1167 is in effect due to the Governor's Disaster Proclamation whichever ends first.

or

c. COVID-Leave day: Child (Ages 0-5): An excused absence with pay for any vaccinated KEA member who is unable to work due to their child's positive test of COVID-19. Up to 5 of these days are available during the 2022/23 school year while HB 1167 is in effect due to the Governor's Disaster Proclamation whichever ends first.

2. Eligibility: To be eligible for COVID-19 Leave Days, a KEA member must:

a. All COVID-Leave Days:

i. Provide proof to the Human Resources Office of their full vaccination status. "Full vaccination status" shall mean all necessary doses of the COVID-19 vaccine including all recommended booster shots plus 14 calendar days after the final dose. COVID Leave Days are not available to employees who are not fully vaccinated.

- ii. KEA members will use available sick leave days or unpaid days in the event of the need for an employee to quarantine due to their own illness other than COVID or their child's illness unrelated to COVID.

b. COVID-Leave Day: Self: have a current medical diagnosis of COVID-19 resulting in his/her inability to work, substantiated by documentation from a physician licensed in Illinois to practice medicine or surgery in all its branches, a licensed advanced practice nurse, or a licensed physician assistant.

c. COVID-Leave Day: School aged Child or Child (Ages 0-5):

- iii. Provide documentation from the child's physician or other medical provider of a current medical diagnosis of COVID-19 resulting in his/her inability to attend school and/or daycare.

3. Process to use COVID- Leave Days

- a. Staff member will use approved absence management system to enter absence as "Sick Day- Certified" or "Personal Day- Cert" or "Use only when out of sick time-pay will be docked."
- b. Submit required documentation to Human resources via frontline within two (2) days of the confirmed positive test.
- c. Human Resources will evaluate the submitted documentation to determine if all criteria are met.
- d. If all criteria are met, Human Resources will convert the aforementioned days to COVID-Leave days in the absence management system.

4. Terms and Conditions

a. Each KEA member may access up to a maximum total of five (5) COVID-Leave days for care of Child (Ages 0-5) only so long as the Governor's proclamation is in effect or the 2022-2023 school year whichever ends first.

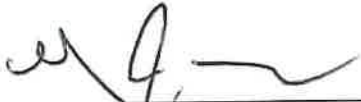
b. COVID-leave does not represent sick or personal leave and does not accumulate or carry over to another year if not used.

5. Failure to Comply with MOU Terms and Conditions

A KEA member's failure to comply with any of the terms or conditions set forth in this Memorandum of Understanding shall result in:

- a. Immediate discontinuation of any additional COVID-19 Leave Days; and
- b. No future access to COVID- Leave days; and
- c. Docking the employee's sick days for any COVID-Leave days used; and/or
- d. The KEA member repaying the District for any COVID-19 Leave Day(s) previously utilized (at the faculty member's daily per diem rate); and/or
- e. Discipline per the terms of the Illinois School Code.

This Memorandum of Understanding shall be expressly non-precedential and will not be binding or enforceable in any school years other than the when the governor's proclamation is in effect granting use of administrative COVID days. This Memorandum of Understanding shall not modify, amend, or supersede the terms or conditions set forth in the 2017-2023 Collective Bargaining Agreement. This Memorandum of Understanding is agreed to and authorized by the signatures of the parties' representatives as set forth below.



President, Kildeer Education Association

Date: 10-13-22



President, Board of Education

Date: 10/18/2022