

**MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF
KENILWORTH SCHOOL DISTRICT 38 AND THE
KENILWORTH EDUCATION ASSOCIATION, IEA-NEA,
REGARDING CERTAIN MATTERS INVOLVING THE COVID-19 PANDEMIC**

In the spirit of the history of cooperation between the KEA and the District 38, this Agreement reflects the understanding between the Board of Education School District 38 (“the District”) and the Kenilworth Education Association (KEA).

1. Health and Safety

The District Return-to-Learn Plan shall be evaluated every week by administrators and Team Coordinators PLUS. This committee shall monitor the safe and healthful condition of the workplace and review and recommend appropriate health and safety procedures to the District.

2. Personal Protective Equipment (PPE)

The District will provide appropriate PPE for all faculty.

If the District cannot provide appropriate PPE, individual faculty members may submit requests to the District for reimbursement for pre-approved PPE. There will be an annual cap of \$200.

3. Duty Free Lunch

Faculty will have a daily duty free lunch equal to the regular school lunch period, but not less than (30) minutes and will have the option to leave the school for lunch.

4. Personal Leave Days

In addition to the personal leave to which teachers are entitled under Article IX.A.3 of the 2016-2021 Collective Bargaining Agreement, faculty will be entitled to one discretionary personal leave day per year which may be used if the faculty member has exhausted all of his or her accumulated personal leave. This discretionary personal day is not cumulative as personal or sick leave and the faculty member must provide written notice with reasons for the leave to the District. The decision to grant the discretionary personal leave day is subject to the Superintendent’s discretion and approval.

5. FFCRA Leave

The Family First Coronavirus Response Act (“FFCRA”) provides faculty with up to ten (10) days of employer-paid leave for certain Coronavirus-related reasons but sets a maximum daily per diem cap of \$511.00. The parties hereby agree that for employees

taking such leave, the Board will waive the \$511.00 per diem maximum and these teachers will instead be paid their full per diems while on such leaves.

6. Quarantine Related to District Incident

If the District requires an employee to quarantine due to a District related exposure or potential exposure to COVID 19, the District will find remote work for the employee if such work exists, the employee is qualified to perform the available work, and the employee is not sick or incapacitated.

7. Faculty Evaluations

Faculty evaluation procedures will be determined by the PERA Joint Committee based on the Illinois State Board of Education Guidance.

8. Non-Precedential


This Agreement is non-precedential in nature and effect and may not be cited or relied upon by any person, employee, or party to this Agreement in any other claim, complaint, grievance, or lawsuit other than one to enforce its terms. A member may file a grievance to enforce the terms of this MOA, but may not pursue other legal avenues to enforce this MOA. The Association does not waive any individual rights not expressly covered by this MOA.

9. Effect of Agreement

This Agreement applies to unique conditions resulting from the Coronavirus pandemic and unless expressly stated, does not modify, amend, or otherwise affect any provisions of the 2016-2021 CBA. The parties will meet and confer from time-to-time as they deem necessary to review and discuss the implementation of the Return-to-Learn Plan and the terms of this Agreement and to consider any appropriate modifications to the Plan or to this Agreement.

**BOARD OF EDUCATION OF
KENILWORTH SCHOOL DISTRICT 38**

**KENILWORTH EDUCATION
ASSOCIATION, IEA-NEA**

By: 

By:  

Date: 9/24/2020

Date: 9-16-20