



MEMORANDUM

Mandatory Vaccination Agreement Between OPTA, OPTAA, OPESP

This Memorandum of Understanding (“MOU”) is entered into this 14th day of September, 2021 between the Oak Park Teachers’ Association, Oak Park Teacher Assistants’ Association, and Oak Park Educational Support Personnel IEA-NEA (“OPTA”) (“OPTAA”) (“OPESP”) and Oak Park Elementary School District No. 97 (“District”). Based upon mid-term bargaining regarding the District’s proposed mandatory vaccination plan, the OPTA, OPTAA, OPESP, and the District hereby agree to the following:

1. **Mandatory Vaccination** - Absent an approved exemption, all District 97 employees must be fully vaccinated or comply with the twice weekly COVID-19 testing requirement in section 4 below. All non-exempt employees must receive their first dose by September 19, 2021 and the final dose (if applicable) of COVID-19 vaccine no later than October 19, 2021.
2. **Proof of Vaccination** - The District will notify all employees of the 2-week extension of the initial mandatory vaccination deadlines based upon the Governor’s September 3, 2021 Executive Order (the “Amended Order”). The District will also require employees to confirm their vaccination status and submit proof of vaccination. Any proof of vaccination cards or documentation of vaccination will be considered a medical record and will be retained in a confidential medical information file (rather than the employee’s personnel file) in compliance with the ADA and applicable law. Any employees who do not respond to the notice will be considered unvaccinated and will be subject to additional mitigation measures, including twice weekly COVID-19 testing. All non-exempt employees must submit proof of vaccination to the appropriate school nurse or the Human Resources (HR) Office by September 9, 2021.
3. **Exemptions** - Employees who are unvaccinated may apply for a medical or religious exemption from the mandatory vaccination requirement in section 1 above. HR will review and grant or deny all employee requests for a medical or religious exemption in accordance with the ADA and applicable state and federal laws. Employees will be required to provide satisfactory medical certification or appropriate documentation to support their application for an exemption from the mandatory vaccination requirement.
4. **COVID-19 Testing** - Any employee who is not fully vaccinated by September 19, 2021 must be tested at least twice weekly beginning the week of September 20-24, 2021, until they are fully vaccinated. Employees will be tested on-site with an approved test according to the Amended Order. HR will notify employees of the location of available on-site COVID-19 testing. On-site COVID-19 test results will be submitted directly to the District and reviewable by the school nurse and principal. Employees shall not report to work if they receive a positive test result. Any employee who tests positive for COVID-19 shall quarantine as directed by HR consistent with applicable IDPH, Cook

County Health Department (CCHD), and Oak Park Department of Public Health guidelines.

5. **Sanctions/Plan Noncompliance** - Non-exempt employees who do not complete their final vaccine dose and provide proof of vaccination by October 19, 2021 or strictly comply with the twice weekly testing requirement in section 4 above will be excluded from District buildings and facilities in accordance with the Amended Order. In addition, employees who do not comply with this Plan may be subject to discipline, up to and including discharge in accordance with applicable collective bargaining agreement and policy provisions. HR will notify all non-exempt employees who do not provide HR with proof of vaccination by the October 19, 2021 deadline of their failure to comply with this plan and any applicable sanctions for non-compliance.
6. **Plan Amendment** - The Parties reserve the right to revise or update this Plan based upon any further amendments to the Governor's Amended Order, IDPH, or ISBE emergency rules related to the Amended Order, or other regulatory guidance or factors which could affect the health and safety of District employees and students.

IN WITNESS WHEREOF, the Parties have jointly agreed to this Memorandum of Understanding on this 14 day of September, 2021.

OAK PARK TEACHERS' ASSOCIATION

OAK PARK EDUCATIONAL SUPPORT PERSONNEL

Co-President

President

Co-President

OAK PARK TEACHER ASSISTANTS' ASSOCIATION

OAK PARK ELEMENTARY SCHOOL DISTRICT
NO. 97, COOK COUNTY, ILLINOIS

President

President

ATTEST:

Secretary