

**Memorandum of Agreement
between the
Kenai Peninsula Borough School District
and
Kenai Peninsula Educational Support Association
And
Kenai Peninsula Education Association**

Memorandum of Agreement Regarding Absences from Work Due to COVID-19 Related Reasons

The Kenai Peninsula Borough School District ("District" or "KPBSD") and the Kenai Peninsula Educational Support Association ("KPESA") and the Kenai Peninsula Education Association ("KPEA"), in response to the continued uncertainty during the COVID-19 pandemic, and in an effort to limit disruptions to District operations and support employee health, agree to the following regarding COVID Emergency Sick Leave during the 2021-2022 school year.

Terms

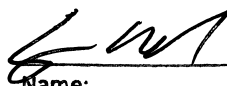
1. Should an employee be subject to an isolation order and be ordered to be absent from their designated workplace by the District due to testing positive for COVID-19, that employee may use up to ten days of COVID Emergency Sick Leave during the time in which they are mandated to be absent from their workplace by the District.
2. Should an employee be subject to a quarantine order and be ordered to be absent from their designated workplace by the District due to a close contact with COVID-19 that occurred at work, that employee may use up to ten days of COVID Emergency Sick Leave during the time in which they are mandated to be absent from their workplace by the District.
3. Should an employee be absent from their designated workplace to care for a child that is unable to care for themselves due to an isolation order due to testing positive for COVID-19 or a quarantine order, that employee may use up to ten days of COVID Emergency Sick Leave during the time in which they are absent from their workplace.
4. If telework is available, employees may be required to complete telework during the period they are mandated by the District to be absent from their workplace. Employees shall be subject to the District's telework protocols. If employees are able to telework, they will not receive COVID Emergency Sick Leave.
5. Employees who are mandated by the District to be absent from work shall return to their workplace pursuant to the District's COVID-19 protocols, in consultation with District administration.
6. This source of leave is not applicable to employees who are mandated to quarantine or be absent from work for close contact outside of the workplace. It does not apply to employees who are required to be absent from work due a close contact or COVID-19 exposure outside of

the workplace, or any other activity outside of the workplace. It also does not apply to employees who are required to quarantine or be absent from work by order or mandate of a party other than the District.

7. This source of leave is not applicable to employees who experience symptoms of COVID-19 unless they test positive for COVID-19.
8. Employees may access ten days of COVID Emergency Sick Leave provided that the employee submits the leave form and documentation confirming that the employee was subject to items one (1), two (2) or three (3). The leave form may be retroactive to back to July 1, 2021.
9. Employees may use up to ten days of COVID Emergency Leave in situations where the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19. Employees wishing to use COVID Emergency Leave under this paragraph must provide documentation that their child's childcare facility is closed due to COVID-19 related reasons.
10. COVID Emergency Sick Leave is paid leave at an employee's regular rate available under the terms set forth in this Agreement. Employees are eligible for a maximum of ten days of COVID Emergency Sick Leave during the 2021-2022 school year. If an employee must be absent for more than ten days, they may utilize other available leave.
11. This agreement is non-precedent setting and shall not continue beyond the 2021-2022 school year. It does not modify any provisions of the Negotiated Agreement unless expressly specified herein.

The provisions of this agreement, unless otherwise stated, shall be effective on the fifth day of October 2021 provided the Board of Education approves this Memorandum of Agreement regarding close contact absences from work at its regularly scheduled October 2021 Board of Education meeting.

KENAI PENINSULA BOROUGH
SCHOOL DISTRICT:

 10/4/21
Name: Clayton Holland, Superintendent Date

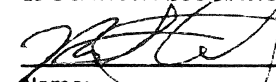
KENAI PENINSULA
EDUCATIONAL SUPPORT ASSOCIATION:

 9/24/21
Name: Susanna LaRock, KPESA President Date

KENAI PENINSULA BOROUGH
SCHOOL DISTRICT BOARD OF EDUCATION:

Name: John Kelly, Board of Education President Date

KENAI PENINSULA
EDUCATION ASSOCIATION:

 9/24/21
Name: Nathan Erfurth, KPEA President Date