

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT 148
AND THE
DEA 148, IEA-NEA
ADDRESSING THE 2021-2022 SCHOOL TERM

RECITALS

WHEREAS, the Board of Education of School District No. 148, Cook County, Illinois (hereinafter referred to as the "Board") and the DEA 148, IEA-NEA (hereinafter referred to as the "Association") are currently parties to a collective bargaining agreement that is currently effective through June 30, 2022.

WHEREAS, the school community, the State of Illinois and the United States have been faced with the unprecedented challenges of responding to the COVID-19 pandemic.

WHEREAS, the World Health Organization has declared that the spread and dangers of the COVID-19 virus is a world health pandemic.

WHEREAS, the COVID-19 pandemic has resulted in the declaration of a state of emergency impacting the School District Community, the State of Illinois and entire United States.

WHEREAS, a task force involving a partnership between the Illinois State Board of Education and the Illinois Department of Public Health has prepared transition guidance for the reopening of schools for in-person instruction for the 2021-2022 school term.

WHEREAS, as the COVID-19 pandemic may involve the need to respond to changing circumstances, it is important for the Board and the Association to collaborate on multiple alternative practices and procedures for provision of educational services for the 2021-2022 school term.

WHEREAS, as a result of the unprecedented challenges of COVID-19 and the need to protect the health of the Association's members and the health of all the School District's employees and students, the Board and the Association agree to the temporary terms and conditions contained in this Memorandum of Understanding for the 2021-2022 school term.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are mutually acceptable, the Board of Education of School District No. 148, Cook County, Illinois (hereinafter referred to as the "Board") and the DEA 148, IEA-NEA (hereinafter referred to as the "Association") do hereby agree to the terms of this Memorandum of Understanding which shall be effective for the period from August 15, 2021 through June 30, 2022.

1.0 Incorporation of Recitals. The Board and the Association herein agree that the above recitals are true, correct, and material to this Memorandum of Understanding and that said recitals shall herein be incorporated into this Paragraph as if they were fully set forth herein.

2.0 In the event of a Government Shutdown. During the 2021-2022 School Term Members of the Association shall work at from their home or home assigned buildings for base line testing only while students engage in distance learning. Association Members shall work full days according to the terms of the Collective Bargaining Agreement between the Board and the Association.

Exception: Once the School Board has voted to return to either a Hybrid or Face to Face School Day, The Board and the Association herein agree that where Association Members can satisfactorily perform their duties from home, such members will be allowed to work from home during the remainder of the 2021-2022 School Year in the following circumstances which will be determined on a case by case basis:

- A. The employee has a compromised immune system or some other medical condition recognized by the United States Center for Disease Control or the Illinois Department of Public Health as placing the employee at an enhanced risk if they should contract the COVID-19 virus. In order to apply for this exception, the employee must provide a note from a physician, licensed to practice medicine in a field related to the employee's condition, which certifies the employee's condition and that the employee would be at an enhanced risk if they should contract the COVID-19 virus.
- B. The employee is not ill and physically able to work, but is subject to a government quarantine or isolation order or has been advised by a health care provider to self-quarantine. This exemption from the requirement that

employee's work at their assigned classrooms or locations within a District facility shall only be valid for the duration of the quarantine period.

C. The employee is 65 years of age or over.

Before being authorized to work at home, an employee must submit proof to the satisfaction of the Superintendent that that they, at their own cost, have a computer system, an internet connection, security software and virus software to accomplish their duties at home. The employee must be able demonstrate that the computer system and internet connection they own can: (1) securely send and receive emails from the District's administrative staff and other Association members and (2) has the ability to operate Microsoft Teams.

An Association Member shall, at his or her cost, be responsible to maintain the computer system, software and the internet connection they own so that that it can meet the requirements necessary to successfully work from home.

If the employee receives a laptop and/or hotspot from the District, that computer system shall be deemed sufficient to allow the employee to satisfactorily complete their duties from home. However, employees using a laptop or hotspot shall, at their cost, still be responsible for maintaining an internet connection that allows them to satisfactorily complete their duties from home

Employees authorized by the Board to work at home as a result of the above exceptions must work during the times required by the Collective Bargaining Agreement and give their undivided attention to their duties.

Employees shall not be approved to work from home so they can travel or because they desire to work at home to care for their children, or for any other reason or purpose other than the above conditions set forth above in subparagraphs A, B or C. However, nothing contained herein shall be interpreted or deemed to prevent any employee from requesting or receiving any leave or benefit under the Families First Coronavirus Response Act, the Family Medical Leave Act or any other Federal or State law rule or regulation which they may otherwise be entitled to receive.

This paragraph 2.0 shall only be applicable during the 2021-2022 School Year.

3.0 Voluntary Unpaid Leave Option if COVID-19 is contracted during the 2021-2022 School Term. Subject to all the terms and conditions set forth in this Section 4.0, the Board and the Association herein agree that Members of the Association who have:

- i) not taken the voluntary unpaid leave provided for in Section 3.0 of this Memorandum of Understanding; and
- ii) have contracted COVID -19, as documented by a physician's certification; and

- iii) have received medical clearance to return to work after recovering from COVID-19;

shall have the option of voluntarily taking an unpaid leave for the remainder of the 2021-2022 school term. The Board and the Association agree that all the following terms and conditions shall be applicable to any Association Member that is eligible for and exercises their option to voluntarily take an unpaid leave pursuant to this Section 3.0:

- A.** Any Member of the Association shall exercise their option to take an unpaid leave pursuant to this Section 3.0 by a written notice to the District's Superintendent. Any unpaid leave taken shall expire on June 30, 2022.
- B. Irrevocable.** The decision to take an unpaid leave pursuant to this Section 3.0 shall be irrevocable unless the Board of Education, in its sole discretion, based upon the needs of the District, grants an exception on a case by case basis.
- C. Unpaid.** Any leave taken pursuant to this Section 3.0 shall be unpaid. No individual shall be allowed to use any sick days, personal days or any other form of paid leave during the leave taken pursuant to this Section 3.0.
- D. Step advancement on the salary schedule.** Any individual taking an unpaid leave pursuant to this Section 3.0 shall not advance to the next step from the step they were on during the 2020-2021 school term unless they have worked at least 60% school days during the 2021-2022 school term.
- E. Voluntary.** The decision to take an unpaid leave pursuant to this Section 3.0 is a voluntary decision that each eligible Association Member has the right to make in their sole discretion. Each Association Member taking a leave pursuant to this Section 3.0 represents that their decision to take the unpaid leave pursuant to this Section 3.0 is their own voluntary decision that they made without any reason or cause attributable to the Board.
- F. Seniority.** An Association Member that takes an unpaid leave pursuant to this Section 3.0 shall not earn any credit for the purposes of their seniority during the period of any leave taken pursuant to this Section 3.0. The Member taking an unpaid leave pursuant to this Section 3.0 shall upon their return to work for the 2022-2023 school term as of July 1, 2021 have the same level of seniority they held prior to the date they took any leave pursuant to this Section 3.0.
- G. Medical Insurance.** During the unpaid leave taken pursuant to this Section 3.0, the Board shall continue to provide medical coverage pursuant to the terms of the collective bargaining agreement. All employees shall be responsible to make timely regular monthly payments to the District for the employee share of all insurance premiums. If the amount due is not paid within 30 days after the Board mails written notice to the

employee, at their last known address on file, demanding such payment, the Board may discontinue the insurance coverage. Any amounts owed the Board for the employee share of the insurance shall at all times remain a debt due to the Board which the Board may deduct, in equal or nearly equal amounts, from the employee's pay earned for the 2022-2023 school year beginning as of the employee's return to work on July 1, 2021.

H. Address. During the time any leave is taken pursuant to this Section 3.0, the Association Member on leave shall have the affirmative obligation to notify the Board of their mailing address, telephone number, mobile phone number and email address and any changes thereto.

I. Return to Work. Every Association Member taking an unpaid leave pursuant to this Section 3.0 shall have the obligation to return to work for the beginning of the 2022-2023 school term as of July 1, 2021. Except, if the Member is unable to return to work because of any medical condition, they shall provide the Board with an appropriate physicians note stating the anticipated time they will be medically able to return to work. The Association and the Board agree that the failure to comply with this subsection J of Section 3.0 shall be automatically deemed to be a resignation by the Association Member of their employment with the Board.

4.0 Continuation of the Families First Coronavirus Response Act. The Emergency Paid Sick Leave provisions and the Public Health Emergency Leave provisions (also known as the FMLA Expansion) of the Families First Coronavirus Response Act, which are currently valid until December 31, 2020, shall be provided to the Association members by the Board until June 30, 2022. Attached hereto as Exhibit A is a general summary of the Emergency Paid Sick Leave provisions and the Public Health Emergency Leave provisions of the Families First Coronavirus Response Act. This summary is not intended to address every circumstance that may arise regarding the meaning or interpretation of the Families First Coronavirus Response Act but is only intended by the Association and the Board to provide general information to the Association's Members. Accordingly, both the Board and the Association agree that the terms of the attached summary are not, and shall not, be binding upon either the Board or the Association. The Board and the Association agree that at all times the rights and obligations that each may have shall be controlled by the actual terms of the Families First Coronavirus Response Act as well as the regulations and Court interpretations of said Act, and not by the contents of the summary attached as Exhibit A.

5.0 Health and Safety. District 148 will follow all Illinois Department Public Health (IDPH) and current CDC guidelines, including any state and public health decision frameworks and processes for K-12 reopening of schools during the COVID-19 pandemic.

1. Additional health and safety protocols in the following areas will be implemented:

- a. Cloth face coverings: Association members are required to wear masks throughout the day, except during the process of eating/drinking or when in their room alone with the door closed.
- b. The District shall provide face coverings for all employees and students.
- c. Association members may choose to provide their own face coverings.
- d. Association members working with students who cannot wear a face covering shall be provided appropriate personal protective equipment (PPE).
- e. PPE will be distributed related to job/task. Training on how to wear appropriate PPE will be provided. PPE such as face coverings/masks, gloves, goggles, face shields, and disposable/cloth gowns will be made available to staff and distributed according to the activity/task performed.
- f. Appropriate PPE will be made available to staff who provide assistance to students who have special needs.
- g. Appropriate PPE will be made available to itinerant staff at each worksite.
- h. Association members will be responsible for requesting replacement supplies in advance of running out. All cleaning products must be kept out of reach of students.

Building Custodian

- Disposable gloves
- Paper towel rolls
- Disinfecting wipes

School Office

- Disposable adult and child face masks.

Work Order

- Hand sanitizer and technology cleaning wipes

i. In order to maintain clean and sanitary learning environments, Association members will be responsible for wiping down desktops, countertops, and table tops after each use with the supplies provided.

2. Health Screenings: Prior to entering any school facility, students and employees will be screened for COVID-19 in accordance with IDPH and current CDC guidelines. Daily screening processes will be put in place to screen for symptoms of COVID-19. A no contact thermometer will be available at each work site. Self-Certification must be completed every school day by all Teachers entering the work site by 7 a.m. Staff with no access to smart devices will be allowed to self-certify with a District provided tablet once they enter their assigned building or District will offer technology and hotspot so those members can self-certify by the original time above. Staff

is expected to certify on sick days taken for family illnesses as well as personal illnesses or doctor appointments. Staff is also expected to certify on personal days and vacation days. Each member will be given 4 unexcused self-certifications per semester before disciplinary action.

3. Physical Distancing: Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements outlined by IDPH and CDC. Face coverings must be worn at all times (in accordance with above) and staff must remain 3-6 feet apart. Unit members will have the option of participating virtually in all meetings, trainings, and other group activities.

4. Hygiene practices: The district shall provide adequate facilities and supplies for hand hygiene as required by IDPH and CDC guidelines. The District will provide information and training on handwashing and covering cough/sneezes. Staff will be provided Safety Guidance Protocols for 2021-2022.

5. Protocols: Health and Safety protocols will be clearly communicated and provided to the Association prior to employees returning to on-site work. Health and Safety protocols include, but are not limited to, the following topics:

- a. Health screening (attestation, instructions about temperature taking, when to stay home/seek medical attention)
- b. Responding to student or staff with COVID-19 symptoms (communication plan, isolation and supervision of student)
- c. District exposure plan (response and communication system)
- d. Building access points and traffic patterns (process and signage)
- e. Personal Protective Equipment (availability and access of PPE required for employee's assignment and alternative PPE or equipment required to accommodate staff or student disabilities) and Environmental Modifications (per L&I)
- f. Health hygiene (expectations and use for hand washing and use of sanitizer)
- g. Cleaning and disinfecting protocols, including protocols for cleaning between student or staff use of shared spaces (schedule, staff access to supplies, instructions for safe and correct use and storage of products)
- h. Use of shared spaces (restrooms, classrooms, offices), shared equipment (copy machine), and shared teaching materials
- i. Physical distancing (cohort, classroom space, traffic patterns, hallways)
- j. Ventilation (maximum occupancy and air quality standards for room/workspace, outdoor air ventilation)

k. Special Education protocols for in-person instruction (PPE, adaptive PPE, clear protective barriers, shared spaces, cleaning/disinfections and use of equipment, toileting/diapering)

6. **Cleaning:** Cleaning and disinfecting protocols will follow IDPH and CDC guidelines. These protocols will include cleaning and disinfecting of high touch surfaces, daily cleaning for classrooms (if children are present). Staff will have access to approved cleaning and disinfecting products, with instructions for use, for cleaning of items such as desktops, keyboards, phones, or other office equipment or tools before and after use. Hand sanitizer will be placed in each workspace. Cleaning protocols will be outlined in health and safety protocols.

7. **Indoor Air:** The District will ensure HVAC systems, air handling equipment, and other mitigation strategies are monitored, routinely maintained, promptly repaired, and comply with American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Department of Labor and Industries, and Health Department requirements to ensure proper fresh air supply, filtration and circulation to help prevent the spread of the COVID virus. Employee concerns about indoor air quality will be categorized as high priority by the District's Work Management System and may be raised again as the number of occupants present increases. Employees will have the option of another previously assessed room/office until the assessment is complete. The District will share the results of any air quality analysis with the Association.

8. **Communication and Trainings.** District will develop and provide the following items or information to all staff in order to prevent transmission and limit any spread of Coronavirus. Staff will receive training on the following:

- Health and safety protocols
- Information about COVID-19 and how to prevent transmission of the virus
- Role of COVID Supervisor, COVID Central Command Center, and Central Point of Contact (POC)
- How to screen for COVID-19 symptoms
 - Physical distancing, handwashing, and cloth face coverings
 - Appropriate use and wearing of PPE
 - Importance of frequent cleaning and hand washing
 - What to do if someone develops symptoms of COVID-19

6.0 Internal Substitution. In the event that a staff member must leave the building due to COVID-19 symptoms the District will provide a Covid incentive pay to cover the whole classes at \$75/hr. As stated in our current CBA Section 6.11. D, if the class needs to be split, each staff member could receive the full regular hourly contract internal substitution rate. In the event that a staff member must leave the building due to COVID-19 symptoms the district will not use accrued sick days against the staff member. Staff members will be able to teach remotely pending a negative COVID test result and they can return to school. Remote days will be utilized in place of E-Learning days to cover when a teacher is out for COVID related reasons and/or snow days. The district will not outsource for remote learning.

7.0 Intent/Conflict with the law. It is the intent of this Memorandum of Understanding to provide benefits to the Association's Members that are in addition the existing requirements of any Federal or State laws and regulations. Nothing contained in this memorandum shall preclude any Association Member from receiving any payment or benefit that is required under any Federal or State law or regulation. In the event of any conflict between this Memorandum of Understanding and any Federal or State law, the terms of said Federal or State law shall control and be applicable even if such application might be in conflict with the terms of this Memorandum of Understanding. For example, and by way of illustration, if an Association Member was entitled to be paid pursuant to the Families First Coronavirus Response Act for any period of leave taken pursuant to this Memorandum of Understanding, they shall be paid to the extent required by the Families First Coronavirus Response Act even though this Memorandum of Understanding states that their leave pursuant to this Memorandum of Understanding shall be unpaid.

IN WITNESS TO the approvals and agreements contained in this Memorandum of Understanding, the Board of Education of School District No. 149, Cook County, Illinois and the Support Personnel Cooperative Association IEA-NEA, by their legally authorized representatives do hereby evidence their respective agreement by their respective signatures set forth below on the dates indicated:





<p>Board of Education of School District No. 148</p> <p>By: <u></u> Its: Board President</p> <p>Attest: By: <u></u> Its: Board Secretary</p> <p>Date: August <u>16</u>, 2021</p>	<p>DEA 148, IEA-NEA</p> <p>By: <u></u> Its: Union President</p> <p>Attest: By: <u></u> Its: Union Secretary</p> <p>Date: August <u>25</u>, 2021</p>
--	---

EXHIBIT A
**SUMMARY OF THE EMERGENCY PAID SICK LEAVE AND THE FMLA
EXPANSION PROVISIONS OF THE
FAMILIES FIRST CORONAVIRUS
RESPONSE ACT**

The federal Families First Coronavirus Response Act includes two provisions aimed at reducing the financial impact of the Coronavirus pandemic on workers: Emergency Paid Sick Leave and Public Health Emergency Leave, an FMLA expansion that includes paid leave. Both of these provisions are summarized below:

Emergency Paid Sick Leave

The Emergency Paid Sick Leave provision requires covered employers to make up to 80 hours of paid sick leave available for certain Coronavirus-related absences. This benefit is in addition to any applicable current paid time off that may be provided by the employer. Emergency Paid Sick Leave is available to an employee who is unable to work because the employee is (i) subject to a government quarantine or isolation order; (ii) has been advised by a health care provider to self-quarantine; or (iii) is experiencing symptoms of COVID-19 and is seeking a medical diagnosis. This Leave is paid at the employee's regular rate of pay, capped at \$511 per day.

Emergency Paid Sick Leave is also available to an employee who is unable to work because the employee is (i) caring for an individual who is subject to a government quarantine order or recommendation; (ii) caring for a son or daughter whose school has closed or daycare provider is unavailable due to Coronavirus precautions; or (iii) absent due to substantially similar conditions as declared by the U.S. Secretary of Health and Human Services. Leave for these reasons is paid at two-thirds (2/3) of the employee's regular rate, capped at \$200 per day. When the leave is because of the closure of a school or the closure of a daycare provider due to Coronavirus, Federal regulations require a statement representing that no other suitable person will be providing childcare for the period of the requested leave. In addition, if the child is older than 14, Federal regulations require a statement establishing that special circumstances exist requiring the employee to provide care.

An eligible employee is entitled to use the Emergency Paid Sick Leave before any otherwise-available paid leave provided by the employer, and the employer may not require the exhaustion of employer-provided leave before accessing the Emergency Paid Sick Leave. The amount of leave may be pro-rated for part-time workers.

Paid FMLA Leave

The **FMLA Expansion (Public Health Emergency Leave)** adds a new category of FMLA (Family Medical Leave Act covered leave: leave due to a "qualifying need because of a public health emergency". A "qualifying need" is defined as: leave when an employee is unable to work, due to a need to care for a son or daughter (under 18 years of age) due to a Coronavirus pandemic-related closure of an elementary or secondary school or daycare. Federal regulations require a statement representing that no other suitable person will be providing childcare for the period of

the requested leave. In addition, if the child is older than 14, Federal regulations require a statement establishing that special circumstances exist requiring the employee to provide care.

The first 10 days of this Public Health Emergency Leave is not paid. The employee may choose to run otherwise-available paid leave concurrent with the first 10 days of leave. After 10 days, the remainder of the leave is paid at two-thirds (2/3) of the employee's regular rate. However, this paid leave component is capped at \$200 per day and \$10,000 total per employee.