

## **Memorandum of Understanding Related to COVID-19**

The Board of Education Cary Consolidated School District No. 26 (“School District”), the Cary Teachers' Association (IEA/NEA), and Cary Education Support Professionals Association (IEA/NEA) (“the Associations”) hereby enter into this Memorandum of Understanding (“MOU”), to address issues pertaining to COVID-19 and the 2020-2021 School Year.

Whereas the parties seek to minimize the spread of COVID-19; protect students, teachers and educational support personnel, and the public, the parties agree as follows:

### **Article One**

#### **Qualifying Conditions**

Employees should stay at home and seek medical attention as appropriate, if the employee meets any of the following qualifying conditions:

- (a) The employee is too ill to work.
- (b) The employee has been diagnosed with COVID-19.
- (c) The employee is experiencing symptoms compatible with COVID-19 but has not yet been diagnosed.
- (d) The employee has had close contact<sup>1</sup> with someone who:
  - i. has been diagnosed with COVID-19; or
  - ii. has symptoms compatible with COVID-19.

#### **Return to Work**

Prior to returning to work following a diagnosis of COVID-19 or an illness with the symptoms of COVID-19, employees should be free of fever for 24 hours without fever reducing medication and allow 10 days to pass after the COVID 19 test was administered which resulted in a positive test or after symptoms first appeared. In the event the District requests an employee to obtain a negative COVID-19 test prior to returning to work, the District shall be responsible for the cost of such test.

#### **Paid Leave**

1. The District and the Associations agree that employees who cannot work remotely, regardless of how long they have been employed, shall be eligible to use up to a maximum

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<sup>1</sup> Close contact is defined as being within 6 feet of a person for 15 minutes or more.

## **D26, CEA and CESP A Agreement**

### **12.10.20**

of two weeks (80 hours) (or a part-time employees two week equivalent) of paid leave without using available leave pursuant to a qualifying event as outlined in the Emergency Paid Sick Leave Act (“ESPLA”) The ESPLA is scheduled to expire on December 31, 2020, unless extended by law.

2. The District and the Associations agree that employees who have been employed for 30 or more calendar days will be eligible for up to 12 weeks of leave under the Expanded Family Medical Leave Act (EFMLEA) if an employee needs to be absent from work to care for a son or daughter under the age of 18 if the child’s school or place of care is closed or the child care provider is unavailable due to the public health emergency and the District cannot provide a remote working option. The first two weeks (10 days) is unpaid, but the employee may elect to use his/her leave under the Emergency Paid Sick Leave Act and receive compensation for the first two weeks at 2/3 of his/her regular salary, capped at \$200.00 per day. The employee will be paid during the remaining 10 weeks or 50 consecutive workdays at 2/3 of his/her salary capped at \$200.00 per day. EFLMEA leave expires on December 31, 2020, unless extended by Federal law.
3. The District and the Associations agree that employees with conditions that make them high risk if they contract COVID-19 and employees with pregnancy related disability may be protected by the Americans with Disabilities Act, Illinois Pregnancy Accommodation Act, and the Family Medical Leave Act. Districts may require medical certification for employees seeking leave under these laws.
4. The District and Associations agree that employees who demonstrate that they have been in close contact with a confirmed case of Covid-19 in the work environment and, as a result, must quarantine for 14 days, shall work from home and not be docked sick days. If the employee who is quarantined is unable to work at home, they may use FFCRA leave or sick leave while quarantined.

### **Employee Self-Reporting**

Employees are expected to notify the District in the event they have been diagnosed with COVID-19 or are experiencing symptoms compatible with COVID-19. The District shall establish confidential methods for doing so and shall inform employees of such methods.

### **Privacy Rights**

In the event that the District learns through employee self-reporting or otherwise that an employee meets any qualifying conditions above, the District will take appropriate action, but in no event will it identify the employee or share the employee's personally, identifiable medical information beyond the District employees who, in their official capacity, must receive such information.

The District will notify the Associations when there is a confirmed Covid-19 case at a building in the District without identifying the individual. The District will notify all close contacts of a confirmed Covid-19 case in accordance with contact tracing requirements.

## **D26, CEA and CESPAs Agreement 12.10.20**

### **Medical Insurance in the Event of School Closure**

This section applies in the event a school is closed and no instruction (remote or otherwise) is offered.

Unless the District follows the procedures for a reduction in force, the District shall not cancel or otherwise interrupt an employee's insurance or any other benefit while the employee's school is closed. Employees shall continue to accrue leave and other benefits during any closure.

### **Quarantine Related to a District Incident.**

Between the date of this MOU and December 31, 2020, the School District will provide 5 additional sick leave days if the Employee has exhausted the 10 FFCRA sick leave days, should the District mandate a quarantine due to one or multiple work-related exposure(s) as determined through contact tracing.

After January 1, 2021, and through the end of the 2020-2021 school year, if the Employee continues to meet conditions for a district mandated quarantine due to one or multiple work-related exposure(s), as determined through contact tracing, the District will provide an additional 10 sick leave days.

## **Article Two**

### **Work During Closure and When Students Are Remote**

Employees are permitted, but not required, to be in the building during regular hours. All employees will continue to be paid on the scheduled pay cycle even if work is unavailable, unless the District follows the process for reductions in force.

The District will schedule Remote Learning Planning Days (as permitted by the state) in collaboration with the Associations. Employees may be expected to attend professional learning and/or collaborative planning meetings on these days.

Upon the conclusion of fully remote options, Certified Staff and Employees in 2021-22 shall be returned to their original position they were assigned for this school year, assuming that 2021-22 operates fully in person and that the position exists to return. Any transfers, shifts, or reduction in force, shall follow normal district procedures.

The District will provide access to computers in the school buildings for anyone who does not have access to a computer at home and needs a computer to perform their assigned duties.

### **Remote or blended learning/Hybrid**

The Certified Staff day will remain consistent with the Memorandum of Understanding, with a contracted workday of 8:15-3:30 for ECE through 5<sup>th</sup> grade and 7:25-2:40 for Junior High. The student day starts at 8:40 for ECE, 8:45 Kindergarten through 5th grade, 7:55 for the Junior High. CESPAs staff workday will be consistent with each job category's description.

## **D26, CEA and CESP A Agreement**

### **12.10.20**

Members shall be required to be available to students and parents during regular contractual hours every school day.

In the event that an employee requires absence from work responsibilities, the employee shall report such absences through normal means, and the employee will be responsible for informing parents of the absence, if applicable.

### **Livestreaming**

Only current teachers (effective November 5, 2020) who are teaching in person will be assigned to simultaneously live stream instruction when there is no other option for supporting the remote students in their classroom. In the event that the current teacher is required to live stream, the District will explore options for providing support to the classroom with the classroom teacher, including the possibility of assigning a paraprofessional if one is available or, assign the remote classroom portion to a third-party entity (after notification to the union) only for the 2020-2021 school year while hybrid is available due to the COVID pandemic.

### **Disinfecting:**

Cleaning and disinfecting of all surfaces will be conducted regularly. Custodial Employees will have the primary responsibility to clean rooms between instructional days [routes] and throughout the day. Employees are not required to clean or sanitize classrooms [buses] or bathrooms; however, CDC, OSHA, EPA or the local or state Health Department approved supplies will be available for their use. There must be a form of notification showing that the classroom [buses] used have been thoroughly disinfected before entering each day. Employees may be asked to assist with spraying classroom surfaces midday for ECE and Kindergarten or at the end of the day.

### **Student Violations:**

Students must maintain social distance per the ISBE/IDPH guidelines and wear a face covering at all times. Students who do not follow face-covering protocols may be subject to discipline or required to move to a virtual education platform. Students with a medical excuse for wearing face masks will be accommodated. Staff required to work with students who cannot wear face-coverings will be provided advanced PPE.

### **Protective gear and materials:**

The employer shall make available, at no cost to employees, appropriate protective gear and materials, including appropriate masks, gloves, disinfectants, soap, and hand sanitizer.

Employees who have close contact with students on a regular basis (Nurses, Early Childhood, etc.) will be provided with additional PPE; this may include gloves, gowns, goggles, and face shields. Certified Staff and Employees in these settings will be limited to a small number of students within a class to reduce exposure. If a Certified Staff or Employee is unable to keep these additional safeguards in place through no fault of their own, the Certified Staff or

## **D26, CEA and CESP A Agreement**

### **12.10.20**

Employee will immediately alert the building administrator and Association president through written notification.

Employees required to work in close proximity with students or members of the public and/or in small spaces (Related services, resource teachers, secretaries etc.) may be provided barriers or other protections to reduce potential exposure.

### **Internal Substitution for CEA members**

No employee will be expected to sub or take on extra work (overload) unless the employee chooses. [i.e. teaching more than one class at a time or teaching another class during their plan period/time] Employees that take any "overload" will receive pay at the extra duty rate of \$29.00 per hour. The District will comply with the Collective Bargaining Agreement with respect to internal substitution (Article 8.5B) and pay internal substitutes the extra duty rate of \$29.00 per hour. This is retroactive to the first day of the 2020-2021 school year.

### **CESPA Members Only**

**Pay:** Unless the District follows the appropriate reduction in force procedures, Non-certified Employees shall receive their regular full days' pay regardless of the learning plan. Employees agree that assignments may change as a result in change of learning plan. If an employee requests a reduction in schedule and they do not qualify for pay under the FFCRA, their salaries will be reduced unless they are able to work remotely.

**Additional Duties:** If an Employee agrees to work during their ½ hour unpaid lunch time, upon approval of their supervisor, they will be compensated at their hourly rate.

**Evaluations:** Employees can choose to carry over their previous evaluation rating unless they request to be evaluated during the 20-21 School Year. First year employees will default to proficient unless they choose to be evaluated.

### **CEA Members Only:**

- 1) Teachers are expected to make their best efforts to implement Remote and Hybrid Learning models. In the event Teachers struggle with implementing these models, they should contact their building principal or program coordinator immediately for support and guidance. Teachers that make their best efforts will not be subject to any disciplinary action for lesson planning, implementation, delivery, and/or student assessment associated with Remote or Hybrid learning due to the unique circumstances surrounding this agreement, with the exception of egregious actions.
- 2) Parents have the right to request that IEP meetings are held in person. The District will ask all parents to hold IEP meetings remotely (Zoom). If parents do not agree, the District will minimize the number of employees required to attend the meeting in person to essential personnel and will allow remaining personnel to attend virtually.

**D26, CEA and CESPAs Agreement**

**12.10.20**

- 3) The contractual parameters of the school day shall not exceed the limits as outlined in the CBA.
- 4) Extra Duty Positions: In accordance with the CBA, certified Staff will not be paid for extra duty positions that are cancelled or not worked due to remote learning for the 2020-2021. In accordance with the CBA, certified staff will be paid for stipends at a prorated amount based on how many times a club, sport, or duty was worked. The District is open to careful, thoughtful, and deliberate measures to reintroduce students to activities in creative ways that may lead to the reintroduction of a cancelled extra duty position. Individuals that had a stipend cancelled can create a proposal to reintroduce the stipend position in a way that can be done remotely. The proposal process will be outlined at a later date. The Board of Education or designee has the right to determine if a proposed remote option is acceptable
- 5) Should a student need technological assistance, Certified Staff will refer a student to the technology help desk, and Certified Staff are not expected to troubleshoot.
- 6) Tenured staff in the second year of their two-year evaluation cycle will be afforded the opportunity to maintain their last evaluation rating. Non-tenured teachers will revert to proficient unless they submit a request to be evaluated.

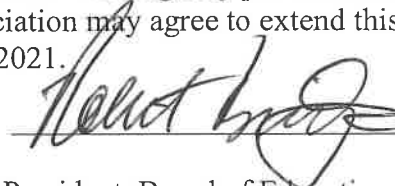
**Article 3**

This Agreement shall remain in effect until modified by the employer, at which time the parties will reconvene as soon as practicable to bargain the impact of the working conditions.


This MOU shall be effective for the 2020-2021 school year as long as the Governor’s emergency proclamation remains in effect. In the event the Governor’s emergency proclamation extends into the 2021-2022 school year, the District and the Association may agree to extend this agreement for one additional year. Dated this 25<sup>th</sup> day of January, 2021.



CEA Co-President



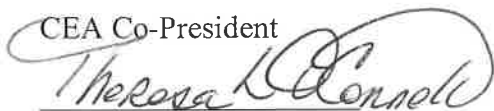
President, Board of Education



CEA Co-President



Secretary, Board of Education



CESPA President