

**Memorandum of Understanding for the 2020-21 School Year
New Trier High School District 203 and New Trier High School Education Support
Professionals Association (IEA/NEA)**

TERM

This memorandum shall remain in force until June 30, 2021 or until the region enters Restore Illinois Plan Phase 5, whichever comes earlier. The parties agree to meet before the region enters the Restore Illinois Plan Phase 5 to review the terms of this memorandum. If the pandemic continues past June 30, 2021, the parties agree to discuss the impact on the 2021-2022 school year separately.

The parties agree that the 2020-21 school year will be non-precedential with regards to working conditions, job duties, hours, and compensation.

SAFETY

The Association and the District affirm that safety of the entire school community is the primary collective goal and responsibility for the 2020-2021 school year. As recommendations surrounding metrics, thresholds, PPE, processes, and safety procedures are continually evolving, a Reopening Advisory Board will be formed to continually evaluate all elements of school safety and will make recommendations to the Superintendent. The Superintendent retains the managerial right to make the final determination on safety thresholds, but commits to transparency around those thresholds and will not ask staff to return to campus without explicitly publishing and articulating the rationale as to why a return to campus is safe. Concomitantly the Superintendent or his designee will explicitly detail the necessary safety procedures for all staff, and will provide training to assure that staff understand and can execute safety expectations.

The Reopening Advisory Board (RAB) will consist of the Superintendent, 1 member from the Board of Education, 4 members of the NTEA, 2 members of the NTESPA chosen by the current president, 1 member of the NTPPSA, up to 5 administrators, 2 parents, 2 students, 1 school nurse, and at least 2 outside medical professionals as consultants. The RAB will inform and review the metrics, thresholds, and safety plan finally decided upon by the Superintendent. Those thresholds will be published with the ladder for reopening to make transparent when the school may move up, or down the ladder.

The NTESPA will be provided the same notice to change in steps as is provided to the New Trier Education Association faculty members.

In recognition of ISBE's mandate to bring in certain populations first for in-person instruction, the District and Association agree that the reopening plan will prioritize the return of at risk populations: ELS, Transition, ELL, NTLC and Learning Strategies services. Students with IEPs and 504s, as well as students who demonstrably struggled emotionally or academically during remote learning in the spring of 2020, will be prioritized in step 3. The District and Association

will work jointly to continue to develop, refine and update safety plans to best serve these students with direct input from staff providing the services.

To further enforce safety, wearing ISBE approved face coverings will be mandated inside the school buildings and in shared spaces at all times, other than while training students with special needs on mask compliance and eating or drinking during lunch periods. This policy is subject to review and revision by the Reopening Advisory Board.

The District shall provide reusable cloth masks and disposable masks to all staff. A choice of N95, KN95, and cloth masks will be available to staff who work in the ELS and Transitions programs.

The District shall provide appropriate safety equipment and PPE for all staff members. Based on CDC, IDPH and ISBE guidance, the District requires that the following employees wear N95 masks:

1. Nurses who are in contact with students who have symptoms of COVID-19, and
2. PPS staff who are asked to clean rooms where COVID-19 symptoms have been identified.

Prior to obtaining an N95 mask, the employee groups identified above will be required to complete a medical certification and a fit test per OSHA rules.

The District also understands that some employees who are regularly in close contact with students as defined by ISBE and IDPH may wish to wear N95 masks for additional protection. The District will also provide employees with information on how to obtain a fit test if desired. The District shall cover the cost of the mask and fit testing.

HOURS AND STAFFING

Work hours will not increase under the 2020-2021 block schedule. Instead, employees will arrive and depart at staggered times. Arrival and departure times will be determined by supervisors with input from employees and in consultation with Human Resources.

During Step 2 on the District's ladder to reopening, direct supervisors will determine who needs to be on campus and when, in consultation with Human Resources.

The Association and the District understand that as we work to provide the safest and best educational experience possible for our students during this unique school year, employees may be asked to provide assistance in completing different tasks than they would typically do in their jobs.

To accomplish this, the parties acknowledge that the Administration may exercise their right of assignment (set forth in section 7.1 of the current collective bargaining agreement).

The following is a list of examples of such assignments that is meant to be representative but not exclusive:

- Facilitating remote teaching by connecting in-person students via Zoom to a teacher who is at home and supervising the classroom
- Assisting security in checking students into the buildings during peak periods
- Supervising student drop-in spaces
- Assisting with in-school activities for an ESP member who is working remotely

In cases where this right of assignment is exercised, the supervisor will assist the employee in re-prioritizing their normal duties. Direction and information on the newly assigned responsibilities will also be provided. The special circumstances of new assignments will be taken into account during the evaluation process.

EXTRACURRICULARS AND STIPENDS

Stipends for extracurricular activities are governed by the agreement between the New Trier Education Association and Board of Education. The Memorandum of Understanding between those parties addresses issues related to stipends for this school year. The relevant section is attached to this document as Appendix I.

ENTRY PROCEDURES

The Administration recognizes that the arrival to campus each day and the procedures to ensure all individuals entering the building complete the health and safety screening will be different during the 2020-21 school year. The Administration will provide additional support to facilitate the orderly and safe entry to campus.

In case of conflict with any person entering the building who refuses to abide by District safety policies, Campus Security staff members will follow a clear chain of command. This chain of command shall be established and communicated to Campus Security staff members by the District. Campus Security personnel shall not be responsible for disciplining any person who does not adhere to the campus entry protocol.

BOARDS, COMMITTEES, AND MEETINGS

The Administration and Association agree that the feedback and suggestions from Association members will help meet student needs and maintain a safe campus environment. The parties

encourage an environment of informal collaboration to address suggestions and ideas through employees and their direct supervisors.

The Special Education reopening committee will include three (3) Special Education Instructional Assistants in consultation with the NTESPA Co-Presidents..

HAZARD PAY

The District is committed to a safe environment for students and employees. In recognition of the unique roles that some staff members will have with students and visitors on campus, the District will provide a temporary increase in the hourly rate for the job titles listed below for the hours the employee works on campus.

Group A (\$2.00/hr)	Group B (\$1.00/hr)
Registered Nurse	Athletic Trainer
Health Service Department Assistant	Campus Security
Instructional Assistant - Special Education *	

* if the employee qualifies for the personal care stipend

PROVISIONS RELATED TO QUARANTINE AND SICK BANK

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 attempt to find remote work for the employee. Employees may use this time to complete professional development online. If no remote duties are available, the District will place the employee on paid administrative leave of absence with no deduction of benefit time for the duration of the mandated leave.

Symptomatic Employee Cannot Report to Work

If an employee reports a potential COVID-19 symptom through Runva that necessitates quarantine at home, the District will attempt to find remote work for the employee if the employee is able to work. If no remote work is available, the employee will be on paid leave using Families First Coronavirus Response Act (FFCRA) days if available until the end of the quarantine period. If the employee does not have FFCRA days available, the employee will be on leave using their own accrued benefit time.

If the employee tests positive for COVID-19 during the period of quarantine and indicates to their supervisor that they are still able to work, the supervisor, in consultation with HR, will

attempt to find remote work for the employee. If no remote work is available or the employee is unable to work remotely, the sequence of leave detailed below for COVID 19 Sick Bank applies.

If the employee tests negative for COVID-19 but is unable to work due to an illness not related to COVID 19, subsequent days off will be taken from the employee's own benefit time.

The District reserves the right to direct an employee to see a doctor or undergo a COVID-19 test to assess their fitness to work. The District's insurance plan currently waives copays for COVID-19 testing. If this changes, the parties will reconvene to bargain the impact.

COVID 19 Sick Bank

The District and the Association agree to create a new COVID Sick Bank, separate from the Sick Leave Bank defined in Article IX of the CBA. It will be jointly administered by the regular Sick Leave Bank Committee. On the effective date of this MOU, each employee will donate one sick day to the COVID-19 Sick Bank. The District will match the total number of employee donated days to the bank. A member of the bank who tests positive for COVID-19 will be eligible to utilize 10 days from the COVID Sick Bank in the order set forth below. The employee must first provide documentation of a positive test before days from the COVID-19 Sick Bank can be accessed in the following order:

1. FFCRA days (Total of 10, possible expiration of 12/31/20)
2. COVID 19 Sick Bank, with a cap on usage of 10 days;
3. Employee's own sick days, with a cap on usage of 5 days; and
4. District Sick Bank. The parties agree to temporarily suspend Article IX, Section 9.7 (C) for the duration of the MOU. This suspension shall apply exclusively to incidents when an employee has been diagnosed with COVID-19 and is seeking benefits under this new COVID Sick Bank.

If an employee's health condition meets the definition of illness under the Family Medical Leave Act, FMLA will run concurrently. FFCRA time runs concurrent with the 12 weeks of traditional FMLA.

The parties agree to meet before December 18, 2020 to assess the following:

1. The need for additional days in the event of high usage or the elimination of the FFCRA days on January 1, 2021.
2. Other situations that may emerge related to employee benefit time usage.

The COVID Sick Bank will remain active until June 30, 2021 or until the region enters Restore Illinois Plan Phase 5, whichever comes earlier. Any unused days remaining in the COVID Sick Bank at that time will be transferred to the general sick leave bank.

Employee Caring for an Individual Subject to Quarantine

An employee who is absent because they are caring for an individual subject to quarantine may use up to 10 FFCRA sick leave days for two thirds pay, not to exceed \$200, or \$2,000 total. Employees can elect to use $\frac{1}{3}$ of a sick day to earn their full per diem rate for up to 10 FFCRA sick leave days for such use.

Employee Caring for a Child Whose School or Place of Care is Closed for Reasons Related to COVID 19

An employee who is absent because their child's school or place of care is closed due to reasons related to COVID 19 may use FFCRA days, if not used already, for 10 days at two thirds pay, not to exceed \$200. The employee may then use up to an additional 10 weeks Expanded FMLA time for 2/3 pay, not to exceed \$200 per day. This time runs concurrent with the 12 weeks of traditional FMLA.

REMOTE LEARNING SCENARIOS

In the event of remote learning (Steps 1 and 2 on District's ladder to reopening), employees will work remotely. Some staff members may be required to report to work on campus. Direct supervisors shall determine job responsibilities and duties during remote learning.

If there is no remote work available, employees may participate in professional development via LinkedIn Learning. The District agrees to follow the language in the existing New Trier Education Support Professionals Association and New Trier District 203 agreement.

ACCOMMODATIONS

The District and the Association recognize the need to maintain adequate staffing for the school to continue to provide educational services for students. In recognition of staff members' personal circumstances related to the ongoing pandemic and the impact on childcare and family health issues, the District commits to reviewing requests for accommodations outside of the ADA and FFCRA.

As the pandemic creates uncertainty for staff in terms of their own personal health, the care of their children, and the health of their families, deadlines previously published for requesting accommodations and leaves of absence are waived. The District shall review all accommodations in a timely manner. The District agrees to provide accommodations and leaves free from bias, and without discrimination within staff members' right to paid sick leave or expanded family and medical leave. No retaliatory action will be taken against staff for claiming these rights.

If accommodations are denied, affected staff members will be briefed on their rights under FMLA and FFCRA, if they are eligible for either. The Human Resources department commits to

problem-solving with staff, and evaluating whether remote work is beneficial to all parties before recommending that staff members apply for any sort of leave.

No employee with an outstanding accommodation or leave application awaiting a response from Human Resources shall be asked to come into the building. Any employee with an outstanding accommodation or leave application will continue to perform their job duties remotely until their application is addressed.

CHILD CARE

Recognizing that during the pandemic, working parents face challenges with elementary school hybrid and remote learning schedules, the District shall establish supervised spaces for staff members' school-aged children during the 2020-21 school year. Participation in this program comes at no cost to employees. The District shall consider all staff members' child care requests in a fair and equitable manner. Participation in the program is dependent on space available and parents/guardians must sign a waiver to participate.

SPECIAL EDUCATION

The District shall provide Special Education Instructional Assistants with sets of scrubs, face shields, cloth masks, disposable gloves, and goggles. Clear masks that show lips will also be available, as will anti-fogging spray and wipes for masks and face shields.

The District shall establish additional space for Special Education Instruction Assistants to store personal items and take breaks.

The District shall provide Special Education Instructional Assistants with the necessary technology to work remotely if requested and if equipment is available.



New Trier Education Support
Professional Association

Talar Khosdeghian, President

9/16/2020
Date



New Trier High School District 203

Paul Sally, Superintendent

9/16/2020
Date