

**MOA for the 2021-2022 School Year:**

**COVID Vaccine Mandate, COVID Sick Day Usage, and Remote Learning**

This Memorandum of Agreement ("MOA") between the Board of Education of DuPage High School District No. 88, DuPage County ("Board"), and the DuPage District 88 Council, Local 571, American Federation of Teachers ("Union") is made and entered into on September 13, 2021, and shall be subject to the terms and provisions of the collective bargaining agreement ("CBA") between the parties regarding the COVID vaccine mandate by Governor Pritzker and defined and clarified by the IDPH and ISBE as well as the use of Sick Days due to vaccinated COVID positive Teachers, and Remote Learning requirements for students under a COVID quarantine order.

1. Teachers who are fully or partially vaccinated will submit their CDC COVID-19 Vaccination Record Card information by 12:00 p.m. on September 21, 2021 to Human Resources.
2. Teachers who are not vaccinated will have their first vaccine dose by September 19, 2021. Teachers may choose to take any of the vaccines. Teachers will then have their second dose (if vaccine requires) no later than thirty (30) days after their first dose. Teachers who are medically incapable of receiving the vaccine must submit medical documentation to Human Resources no later than 12:00 p.m. on September 21, 2021.
3. Teachers who choose to not be vaccinated and/or cannot be vaccinated due to medical reasons or are awaiting their second dose (until fully vaccinated) must submit to weekly COVID PCR tests. These tests will be done on the Teacher's own time and expense. Teachers must provide their negative COVID PCR test no later than 12:00 pm on Tuesdays to Human Resources that is verified within seventy-two (72) hours. If a Teacher does not meet the Tuesday at 12:00 pm deadline, then the Teacher will be suspended without pay until the COVID negative PCR test is provided to Human Resources. A continued disregard of the Governor's mandate will result in further discipline up to and including termination.
4. Documentation and information relating to an employee's COVID-19 vaccination status is considered confidential medical information. This means that any documentation relating to vaccination must be kept confidential and stored separately from the employee's personnel file.
5. State and local privacy laws prohibit employers from disclosing their employees' medical information. However, parents of children with complex medical needs who are at greater risk for serious COVID-19 symptoms might especially want to know if their child's Teacher is vaccinated. In those rare situations, it could be possible to include in the student's individualized education program (IEP) that the child be placed with vaccinated Teachers.
6. If and/or when a booster vaccine shall be required, in the event the Teacher is unable to obtain a booster shot outside of the workday, the District will not deduct sick time from the Teacher to receive the booster. COVID leave will be applied. If the Teacher has a reaction to the vaccine, then the Teacher may take one (1) day of COVID leave to recover without losing sick time. A substitute Teacher will be provided, and the Teacher will provide lesson plans. A Teacher may not use more than ten (10) COVID leave days total for the school year.
7. If a fully vaccinated Teacher receives a positive COVID-19 diagnosis or is in quarantine, and is approved by the administration\*, then a Teacher may use up to ten (10) COVID leave days without losing their accrued sick leave. If a vaccinated Teacher has already been quarantined and used the Teacher's

accrued sick leave, then those sick days will be reinstated to the Teacher. An unvaccinated Teacher will have to use the Teacher's accrued sick leave, if the Teacher receives a positive COVID-19 diagnosis and/or is in quarantine. A Teacher may not use more than ten (10) COVID leave days total for the school year.

8. If a fully vaccinated Teacher receives a positive COVID-19 diagnosis and/or is quarantined, is asymptomatic, and is capable of teaching from home via Zoom, then a substitute will be provided in the classroom, but no leave will be deducted. The Teacher will virtually conduct class. This option will be available as long as the Teacher has been approved by the Union and the administration\*.

If an unvaccinated Teacher receives a positive COVID-19 diagnosis and/or is quarantined, then the Teacher will have to use his/her accrued sick leave.

9. A vaccinated Teacher would not lose any pay for co-curricular or athletic stipends, if the Teacher receives a positive COVID-19 diagnosis or is quarantined, and is approved by administration\*. An unvaccinated Teacher will receive a prorated stipend, if the Teacher receives a positive COVID-19 diagnosis or quarantine for the days that s/he is out.

10. If a Teacher's child(ren) has/have a COVID-19 diagnosis and/or needs to be quarantined, and the child(ren) is/are not vaccine eligible, and the Teacher is approved by the administration\*, then the Teacher may use up to ten (10) COVID leave days to care for the child. However, if the Teacher is still able to teach from home without disruption, then a substitute will be provided in the classroom, and s/he will be able to conduct class via Zoom and no COVID leave will be deducted. If the Teacher must take more than ten (10) sick days, the Teacher must use his/her own sick leave. A Teacher may not use more than ten (10) COVID leave days total for the school year.

11. On August 31, 2021, the Illinois State Board of Education released Remote Learning Guidance specifying the obligation to provide remote learning for students who are under a quarantine order due to COVID-19 diagnosis or exposure. Teachers must provide access to all instructional materials through GOOGLE Classroom. Additionally, Teachers must provide some synchronous instruction and interaction between the students and their Teacher through one of the following ways:

- Connecting students to the live class via ZOOM/GoogleMeet.
- Offering instruction/support to students via office hours by appointment with the student.

12. All masking, social distancing, PPE allocation, etc. will remain in effect and provided by the District until the end of the pandemic.

13. Any changes to the Governor's mandate, ISBE's rules and regulations, and/or mitigations will be eligible for immediate negotiations between the Board and the Union.

\*Approval shall mean that the administration has vetted the possible causes for the Teacher's need to receive the COVID leave and earn his/her sick days back. Examples for the purposes of "approval" mean that the Teacher became ill at work and/or due to work, the Teacher took necessary precautions but became ill, the Teacher is vaccinated, the Teacher's child(ren), if eligible, is/are vaccinated, etc. If a vaccine ineligible child becomes ill, and the Teacher had taken necessary precautions, then this would count as an approved reason.

DuPage District 88 Council, Local 571, American Federation of Teachers

By: Brett L. Blair

Union President

Date: 9/14/2021

Board of Education of DuPage High School District No. 88, DuPage county

By: Dalpa

Board President

Date: 9-13-21

