

MEMORANDUM of AGREEMENT
Between
Amboy Community Unit School District 272
And The
Amboy Education Association

The Amboy Community Unit School District 272 (the District) and the Amboy Education Association (AEA) hereby enter into this Memorandum of Understanding (MOU). Whereas the parties have actively sought to minimize the spread of COVID-19; protect students, teachers and educational support personnel, as well as the public; and processes as it relates to COVID-19, the parties agree as follows:

A. If Schools in the District Remain Open:

1. **Qualifying Conditions for COVID-19 Related Leave:** Employees should stay at home, without fear of retaliation or retribution by the District, and seek medical attention as appropriate, if the employee meets any of the following qualifying conditions:
 - a. The employee is too ill to work for conditions related to COVID-19.
 - b. The employee has been diagnosed with COVID-19.
 - c. The employee is experiencing symptoms compatible with COVID-19, has not yet been diagnosed, but is seeking the same.
 - d. The employee has been directly exposed to someone who:
 - i. has been diagnosed with COVID-19;
 - ii. has symptoms compatible with COVID-19; or
 - iii. who was themselves exposed to someone diagnosed with COVID-19.
 - e. The employee needs to care for a family member who is ill due to COVID-19.
 - f. The employee is immunocompromised or is considered high risk according to the individual's health care provider.
 - g. The employee has children or other family members that require adult supervision due to school, day care center and adult caregiver provider closings.
2. **Proof of Qualifying Condition:** In accordance with Department of Labor Emergency Regulations, the District shall only require the documentation provided therein, relative to the basis for seeking COVID-19 leave, validating their COVID-19 related illness or inability to return to work.
3. **Paid Leave:** Employees unable to work for any of the qualifying conditions set forth in paragraph (1) shall be granted COVID-19-related paid leave for the time periods provided under the Family First Coronavirus Response Act (FFCRA). No employee shall be charged or docked with use of a leave day or days when they miss work during those time periods. If such time period is exhausted, the employee shall remain eligible to utilize leave (paid or otherwise) available under the District's policies or the Collective Bargaining Agreement.
4. **Employee Self-Reporting:** Employees will be encouraged 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. To encourage self-reporting, the District shall not subject any employee to disciplinary action of any sort for providing such

notice, failing to provide such notice, or failing to provide timely notice. Employees must abide by and follow any mandated reporting laws regarding communicable disease that are presently in effect and any laws which take effect after this MOU has been executed.

5. **Privacy Rights:** In the event that the District learns – through employee self-reporting or otherwise – that an employee meets any qualifying condition above, the District will take appropriate action, but in no event will it identify the employee name or share the employee's personally identifiable medical information.

B. Once Schools are Reopened on a Limited Basis:

The District and Association have collaboratively worked to reasonably implement Remote Learning Days and the stay-at-home directive provided by federal and state statutes, the Governor's Office & ISBE, including but not limited to the Joint Statement (Exhibit A) and the Remote Learning Guidance (Exhibit B) and are mutually satisfied that the District is complying with the same.

1. **Paid Leave:** During the period of time that schools are utilizing remote learning, or partially or fully open, employees shall remain eligible for COVID-19 leave, under the qualifying conditions listed in Section A.
2. **Insurance and Other Benefits:** The District shall not cancel or otherwise interrupt an employee's insurance or any other fringe benefit while the employee's school is closed, provided that an employee remains employed and compliant with any cost-sharing provisions in the Collective Bargaining Agreement. Employees shall continue to accrue leave and other benefits during any closure.
3. **Work During Closure:** The District may require employees to perform work during a closure or periods of remote learning provided that any such assignment meets the following conditions:
 - a. The work is determined to be "essential" and is reasonably related to the employee's job classification.
 - b. The employee is qualified to perform the work.
 - c. The employee is paid at their regular rate of pay for all time spent performing the work.
 - d. The work does not expose students to a known health risk.
 - e. The work does not create unsafe or hazardous conditions or require the performance of tasks that unreasonably endanger the employee's health or safety.
 - f. The District provides the employee with any technological resources reasonably necessary to perform the assigned work and not otherwise available at no additional cost to the employee.
4. **Provisions for Qualifying Conditions for COVID-19 Related Leave, Paid Leave, Proof of Illness, Employee Self-Reporting and Privacy Rights** shall continue as stated in sections A-1, A-2, A-3, A-4 and A-5 above.
5. **Remote Teaching and Learning:** Decisions regarding the remote teaching and learning will be informed by the Remote Learning Guidance document (Exhibit). The use of any real-time, remote, face-to-face instruction or video lessons shall be mutually


discussed between the District and the AEA. If a teacher does provide real-time, remote, face-to-face instruction, or recorded /video lessons, the teacher will use a platform that has been approved by the District. Ownership and control of anything created during the workday is the property of the District. Ownership and control of anything created outside of the workday is the property of the teacher. Remote Teaching and Learning instruction shall not be observed or considered for teacher evaluation.

6. **On-Site Work:** In the event that the District requires employees to work on-site, as opposed to working remotely, any such assignment shall meet the following conditions:
- a. The work must be deemed by the District as "essential".
 - b. No employee shall be required, asked, or permitted to perform work for which medical training or certification is necessary unless they have such training or certification.
 - c. The District shall make reasonably available, at no cost to employees, appropriate protective gear and materials, including appropriate masks, gloves, disinfectants, soap, and hand sanitizer.
 - d. An employee who returns to work on-site shall be granted COVID-19-related paid leave if they meet any of the following qualifying conditions set forth in paragraph (4).

In the event that federal or state law is enacted or amended to provide employee rights that are greater than those provided in this MOU or the parties' collective-bargaining agreement, those rights will prevail and the parties shall meet as soon as practical to coordinate the provision of those benefits.

The terms of this MOU shall remain in effect until (a) the extent of this contract, or (b) any state of emergency imposed by the Governor of the State of Illinois has been lifted.

Dated this 6th day of October 2020



Association President



President, Board of Education