

LETTER OF UNDERSTANDING

Implementation of Executive Order Requiring COVID-19 Vaccination or Testing

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) enter into the following Letter of Understanding (the “LOU”) in response to the Governor of the State of Illinois’s Executive Order 2021-22-COVID-19 Executive Order No. 88 (“Executive Order”) signed on September 3, 2021.

In entering into this LOU, the parties acknowledge:

- The Centers for Disease Control and Prevention (CDC) has recognized vaccination as the leading public health prevention strategy to end the COVID-19 pandemic and recommends that all teachers, staff, and eligible students be vaccinated as soon as possible.
- The most effective way to educate the students of the District is in person, and that increasing vaccination rates in schools is the strongest protective measure against COVID-19 available and — together with masking, regular testing, and other safety protocols — is vital to providing in-person instruction as safely as possible.
- In light of the continued spread of COVID-19, the increasing threat of the Delta variant, and the significant percentage of the population that remains unvaccinated, the Governor of the State of Illinois declared on August 20, 2021 that the current circumstances in Illinois surrounding the spread of COVID-19 continue to constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act.

Therefore, the parties agree to the following while the Executive Order is in effect:

1. All bargaining unit members are required by the Executive Order to have their first dose of the COVID-19 vaccine no later than September 19, 2021, and their second dose (if receiving a vaccine requiring a second dose) within thirty (30) days following administration of the first dose, or undergo regular testing for COVID-19 at least once per week until they establish they are fully vaccinated against COVID-19 (two weeks following the last dose).
2. Bargaining unit members that have been fully vaccinated against COVID-19 shall provide proof of vaccination to the District by one (1) of the following no later than September 19, 2021:
 - a. CDC COVID-19 vaccination record card or photograph of the card;
 - b. documentation from a health care provider or electronic health record; or

c. state immunization records

Any of the aforementioned documentation shall be maintained in the bargaining unit member's medical record file stored at the District Office, separate from their personnel file. Such information shall be considered confidential and only accessible in accordance with State and Federal law.

3. Bargaining unit members that are not fully vaccinated against COVID-19 or have not submitted proof of vaccination by September 19, 2021 must, according to the Executive Order, undergo testing for COVID-19 at least once a week until they establish that they are fully vaccinated against COVID-19. The Illinois Department of Public Health (IDPH) recommends that school personnel be tested using a PCR test if available. The testing must be done using a test that either has Emergency Use Authorization by the FDA or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. The testing may be conducted onsite at a school (if available) through one of the following options listed below or bargaining unit members may participate in testing elsewhere. Bargaining unit members shall submit test results to their immediate supervisor. Such information shall be considered confidential and only be accessible in accordance with State and Federal law. If it is to be maintained in the bargaining unit member's medical record file, it will be stored at the District Office separate from their personnel file.
 - a. Bargaining unit members choosing to participate in testing onsite may do so at their homebase on the scheduled day and time, or if testing is unavailable when they are at their homebase, at another designated location in the District where testing is available as agreed to with their supervisor. It is understood by the parties that onsite testing through Shield requires an employee to sign up for their homebase or designated location a week in advance.
 - b. Bargaining unit members are not required to undergo testing for COVID-19 outside the contractual workday. However, they may voluntarily choose to be tested outside of the school setting and outside their contractual workday, it being understood by the parties that the obligation for testing is placed on the bargaining unit member pursuant to the Executive Order.
4. Bargaining unit members may be exempt from the requirement to be fully vaccinated against COVID-19 if:
 - a. vaccination is medically contraindicated, including any individual who is entitled to an accommodation under the Americans with Disabilities Act or any other law applicable to a disability-related reasonable accommodation, or

- b. vaccination would require the individual to violate or forgo a sincerely held religious belief, practice, or observance.

Individuals who demonstrate they are exempt from the vaccination requirement shall undergo, at a minimum, weekly testing as provided for in Section 3 of this LOU.

- 5. As per the Executive Order, the District shall exclude bargaining unit members who are not fully vaccinated against COVID-19 from the premises unless they comply with the testing requirements specified in Section 3 of this LOU.
- 6. Bargaining unit members who fail to comply with the Executive Order will:
 - a. Be provided first with verbal direction to provide proof of being fully vaccinated, proof of being tested onsite at a school within the current work week, or a negative test result obtained elsewhere within the current work week.
 - b. Then, if still failing to comply, be provided written direction to not return to work until they provide proof of being fully vaccinated, proof of being tested onsite at a school within the current work week, or a negative test result obtained elsewhere within the current work week. Bargaining unit members will be paid for the first 48 hours to provide time to provide such documentation.
 - c. And then, if still failing to comply with written direction after 48 hours, be docked pay until they provide proof of being fully vaccinated, proof of being tested onsite at a school within the current work week, or a negative test result obtained elsewhere within the current work week.
- 7. Bargaining unit members who wish to not comply with the vaccination or testing requirements of the Executive Order are encouraged to consider requesting one of the negotiated unpaid leaves of absence found in Article 10 of the parties' Negotiated Agreement ("CBA"). Bargaining unit members may request such leaves of absence by submitting a written request (email is sufficient) to the District's Human Resources Department.
- 8. Bargaining unit members who wish to obtain a COVID-19 vaccination shall attempt to schedule an appointment outside of the workday. However, if an appointment outside the workday is not possible, bargaining unit members will be granted paid leave during the workday in order to receive a COVID-19 vaccination, and shall not be required to use their own leave for such purpose. Unless experiencing side effects, bargaining unit members should return to work following their vaccination for the remainder of the work day. In addition, bargaining unit members receiving the COVID-19 vaccination will be granted up to one (1) paid day to remain home if experiencing side effects resulting from the COVID-19 vaccination. For clarity, only one (1) total paid day will be granted

regardless of whether the vaccine is administered in one dose or two doses (i.e. bargaining unit members will not be granted a paid day per dose). Such time should be recorded by the bargaining unit member in Tyler as “Leave With Pay” with a note that the leave is for an “appointment for COVID-19 vaccination” or “due to side effects resulting from COVID-19 vaccination”. Any bargaining unit member requiring more than one (1) day absence because of COVID-19 vaccination side-effects, shall use their accumulated sick leave.

9. The parties agree that bargaining unit members may access up to ten (10) days each from the Sick Leave Bank (10.11a of the CBA), if eligible as provided in 9.a. below, so long as they have met the conditions in 9.b. below:

- a. Eligible Bargaining Unit Members

Eligible bargaining unit members are those bargaining unit members who:

- (1) are not vaccinated, have received approval of an exemption from vaccination under the allowable exemptions as provided in Section 4 of this LOU, and who are required to quarantine as a result of a close contact with an individual at school who has tested positive for or been clinically diagnosed with COVID-19; or
- (2) are required to isolate as a result of a COVID-19 positive test or COVID-19 symptoms.

- b. Conditions for Use of Sick Leave Bank

- (1) Bargaining unit members must have donated to the sick leave bank during the 2021-22 school year.
- (2) Bargaining unit members will be provided one (1) week from the time of this LOU being executed to contribute to the sick leave bank if they previously did not donate during the 2021-22 school year.
- (3) Eligible bargaining unit members need not exhaust their own accumulated sick leave prior to accessing the sick leave bank.
- (4) Eligible bargaining unit members wishing to use sick leave bank days for such purposes shall not be required to use the traditional sick leave bank request form or provide additional documentation from a doctor and instead should email their intent to the Association President and the District’s Human Resources Department for consideration and approval.

This Section 9 will be retroactive to the start of the 2021-2022 school term (i.e. August 18, 2021). Any bargaining unit member who used their accumulated sick leave for isolation as a result of a COVID-19 positive test or COVID-19 symptoms, should email their request to use sick leave bank days rather than their accumulated sick leave to the Association President and the District’s Human Resources Department for consideration and approval.

10. Regardless of vaccination status, bargaining unit members who are required to quarantine as a result of a close contact with an individual at school who has tested positive for or been clinically diagnosed with COVID-19 or to isolate because of a positive COVID-19 test, but who are healthy enough to work remotely, may request their administrator approve for them to work remotely. The administration will attempt to allow the bargaining unit member to work remotely when possible, subject to the discretion of the Superintendent or designee. If working remotely is not possible, the bargaining unit member will use leave as outlined in Sections 9 and 10 of this LOU, or their own accumulated sick leave and contractual use of the Sick Leave Bank if such bargaining unit members do not qualify for leave use as outlined in Sections 9 and 10 of this LOU.
11. This Letter of Understanding is only intended to respond to the Executive Order. It is not precedential in effect and shall not constitute a practice or precedent under the CBA.
12. To the extent any conflict or inconsistency arises between this Letter of Understanding and the CBA, the provisions of this LOU shall control. The CBA shall otherwise remain in full force and effect.
13. In the event State agencies, including but not limited to IDPH and the Illinois State Board of Education, promulgates emergency rules as necessary to effectuate the Executive Order, the parties shall meet to discuss any impact of such rules on the provisions set forth in this LOU.

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO. 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

**UNIT FIVE EDUCATION
ASSOCIATION - IEA/NEA**

By: _____
President

By: _____
President

Date: _____

Date: _____