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August 4, 2020

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the Cambridge Education Association Regarding School Closure in the 2019-2020 School Year During COVID-19 Pandemic

Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Education Association regarding School Closure in the 2019-2020 School Year During the COVID-19 pandemic.

Description: This Agreement seeks to address issues related to school closures for members of the Cambridge Association Units A, B, C, D and E for the school closures in the 2019-2020 school year during the COVID-10 pandemic.

Supporting Data: Attached is the Agreement between the Cambridge School Committee and Cambridge Education Association.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "KS", written over a faint circular stamp.

Kenneth N. Salim, Ed.D.
Superintendent of Schools

**AGREEMENT BETWEEN THE CAMBRIDGE SCHOOL COMMITTEE
AND THE CAMBRIDGE EDUCATION ASSOCIATION REGARDING SCHOOL CLOSURE
IN THE 2019-2020 SCHOOL YEAR DURING COVID-19 PANDEMIC**

This Agreement is entered into on July 23, 2020 by and between the Cambridge School Committee (hereinafter ("Committee")) and the Cambridge Education Association Units A, B, C, D and E (hereinafter collectively "Association") with respect to the closure of schools starting on March 16, 2020 through the end of the 2019-2020 school year due to the COVID-19 pandemic.

WHEREAS, the parties understand that the COVID-19 pandemic is an extremely fluid situation and that schools were closed and instruction was moved to a distance learning program starting on March 16, 2020 to allow for social distancing as recommended by public health officials and in accordance with the executive order of the Governor of Massachusetts in order to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

NOW THEREFORE, the Cambridge School Committee and the Cambridge Education Association agree as follows:

1. The Committee and the Association acknowledge and agree that the school days during the school closure period for the 2019-2020 school year are considered workdays for all Cambridge Public School employees. Members of Units A, B, C, E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, shall not have their base salary and benefits as delineated in their respective collective bargaining agreements reduced as a result of the school closures for the 2019-2020 school year.
2. During the period of the school closure for the 2019-2020 school year, all members of Units A, B and E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, are expected to make themselves available to families and/or students via remote technological means as directed by their supervisors (any reference to "supervisors" includes direct supervisors, principals, assistant principals, or other administrators). Additionally, all members of Units A, B and E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, are expected to check and respond to their email regularly throughout the day, participate in professional learning opportunities, staff meetings, department meetings, and grade level and interdisciplinary team meetings as directed by their supervisors, and otherwise fulfill duties and responsibilities via remote technological means as directed by their supervisors, and otherwise provide assistance, and respond to any and all supervisory requests. Furthermore, those unit members with Cambridge Public Schools' telephone numbers, whether landline, cell phone or both, are expected to also check and respond to voice mail regularly throughout the day. The parties acknowledge and agree that unit members may work outside of normal working hours, including online meetings with students and parents, as long as the times are mutually agreeable. The parties also acknowledge and agree that working outside of normal working hours as detailed in the preceding sentence will have no effect on the unit members pay.

For the period of March 16, 2020 through June 17, 2020, the amount of the Instructional Materials Reimbursement set forth in Article 26, Section B of the collective bargaining agreement between the parties will be increased by an additional one hundred dollars (\$100.00) to address out-of-pocket expenses incurred by members of Units A&B for instructional materials used during the closure of school buildings during the COVID-19 pandemic and all reimbursements sought for under this additional one hundred dollars (\$100.00) must have been purchased during the period of March 16, 2020 through June 17, 2020. This additional one hundred dollars (\$100.00) increase in the instructional materials reimbursement amount will sunset as of February 28, 2021 and shall not be considered a precedent or established term of employment by the parties. The parties further acknowledge and agree that all of the standard procedures required for reimbursements pursuant to Article 2, Section B of the collective bargaining agreement apply to said reimbursements.

The parties acknowledge and agree that any purchase of software, electronic devices and peripherals that are reimbursed pursuant to as instructional materials for purposes of Article 26, Section B under the provisions of this Agreement shall not be considered to have established a past practice or a precedent.

3. In addition to the expectations set forth above in paragraph 2, members of Units A, B and E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, are expected to adhere to the Educator Expectations for Distance Learning issued by the school department and which may be further updated and adjusted during the course of the school closure period for the 2019-2020 school year. Upon request by a supervisor or other administrator, unit members shall provide and share weekly or whole class electronic communications, student remote learning plans for special education students, access to live instruction, pre-recorded videos, or links to Google classrooms within a reasonable amount of time. Supervisors will not share weekly or whole class electronic communications, access to live instruction, pre-recorded videos or links to Google classrooms without the consent of the educator. The Association acknowledges that student remote learning plans for special education students are part of a student's student record information and that access to and timing for obtaining such documents is governed by the state's student record laws and regulations.

4. During the period of the school closure for the 2019-2020 school year, Unit C members will be expected to work as directed by their supervisor; such work may either be at their regularly assigned building or it may be a request to work remotely at the direction of their supervisor. All Unit C members are expected to check and respond to their email and voice mail regularly throughout the day, participate in professional learning opportunities and staff meetings, fulfill their duties and responsibilities, and otherwise provide assistance as directed by their supervisors. The parties acknowledge and agree that unit members may work outside of normal working hours, including online meetings, as long as the times are mutually agreeable. The parties also acknowledge and agree that working outside of normal working hours as detailed in the preceding sentence will have no effect on the unit members pay.

5. All members of Units A, B, C and E who work in eleven month programs are expected to fulfill their duties and job responsibilities for these eleven month programs as directed by their supervisors, and those members of Units A, B, C and E who work the extended learning time hours in the King School and Fletcher Maynard Academy extended learning time programs are expected to work additional time

consistent with the longer school day at their schools during the period of school closures for the 2019-2020 school year as directed by the Principal or other school administrator.

6. All members of Units A, B, C and E who want or are directed by a supervisor to return to a school building for any reason such as obtaining or preparing materials in connection with distance learning, retrieving personal items, and preparing for summer programs or the 2020-2021 school year will be in accordance with federal, state, and local public health mandates.

7. All Unit C members shall record their time during the period of school closure to reflect the actual hours worked or not worked each day. Daily hours worked should be recorded as Regular (pay code 01); and hours not worked should be recorded as Building Closed (pay code 40) in NovaTime. The parties acknowledge that the recording of time for Unit C members during this time period is because members of Unit C are considered non-exempt under the Fair Labor Standards Act and it is necessary to keep accurate track of the number of hours worked by a unit member per week pursuant to federal and state recordkeeping requirements. No Unit C member shall work any overtime without the express written authorization of their supervisor.

Additionally, members of CEA Unit C who worked in CPS buildings from March 23, 2020 through June 5, 2020 will be entitled to an incentive pay of an additional \$5.50 (five dollars and fifty cents) per hour for hours actually worked in CPS buildings during the period of March 23, 2020 through June 5, 2020. The district will request from department heads and principals a report of dates and hours that their clerk(s) worked in a CPS building between March 23, 2020 and June 5, 2020. The incentive payment shall be made to eligible CEA Unit C members and shall be paid by no later than August 15, 2020. This provision does not establish a past practice and is without precedent for any other or future matter.

Additionally, consistent with past practice and the terms of the Unit C collective bargaining agreement, the parties acknowledge and agree that every summer 11 month clerks have a number of contractual days remaining to work between the last day of school and the August return date related to the beginning of the next school year. The parties acknowledge and agree that for this year these dates are June 19, 2020 to August 24, 2020. By contract, these days should be mutually scheduled by the Unit C member and their principal/head of upper school or department head. During this summer period and consistent with past practice, the parties agree that clerks submit timesheets only in weeks in which they work and are paid only for hours worked. The parties acknowledge and agree that the same process will be in place this year. The parties further acknowledge and agree, without establishing a past practice or a precedent, that if the number of contractual days scheduled between the Unit C member and the principal/head of upper school or department head totals less than the total contractual time that the Unit C member has remaining, then the Unit C member will still be paid the full amount that they would have earned if they had worked all contractual hours after the Unit C member has completed all the agreed upon work hours the Unit C member and their principal/head of upper school or department head and will have the balance of hours paid through a lump sum "building closed" once the Unit C member has worked their agreed to time. The parties further acknowledge and agree that this lump sum payment in be in the Unit C members final summer paycheck.

8. Day-to-Day substitutes who are members of Unit D, who have worked at least 10% of the 119 school days between September 3, 2019 and March 13, 2020, will be paid for a prorated number of the closure days during the 2019-2020 school year. The number of days paid will be prorated based upon the percent of school days each person worked. For example, if a day-to-day substitute had worked 12 or more days during the 2019-2020 school year (10% of 119 days) prior to school closure, then the day-

to-day substitute would be eligible to be paid at their per diem rate for a similarly prorated percent of the school closure days occurring during the 2019-2020 school year. For further example, if a day-to-day substitute worked fifty percent (50%) of school days in school year 2019-2020 school year (60 days) prior to emergency school closure, then the day-to-day substitute will be paid for fifty percent (50%) of the days that the Cambridge Public Schools is closed due to the COVID-19 crisis during the 2019-2020 school year. The parties further agree that day-to-day substitutes will be paid for this time in the regular pay cycles related to the school closure dates for the 2019-2020 school year. Day-to-day substitutes will not be paid for any days that would not have counted as school days in the regular (non-COVID-19) 2019-2020 school year, including holidays (for example Patriots Day) and April school vacation week. The parties acknowledge that if a day-to-day substitute accepted an assignment during the school closure period, or if there is a need for a day-to-day substitute to provide coverage for an educator during the course of the school closure period, such coverage shall be provided without any additional compensation above and beyond what is set forth above in this paragraph, unless the number of such days worked exceeds the number of days paid for under the school emergency closure calculation. All paid time will be considered work time for purposes of calculating eligibility for general substitute status for the 2020-2021 school year.

9. The parties acknowledge and agree that stipends for members of Units A, B, C and E only will be paid if the work that is to be performed under the stipend agreement can be performed remotely or was substantially completed prior to the March 13, 2020 school closure for the 2019-2020 school year as determined by the Cambridge Public Schools. The determinations as to what work can be performed remotely or was substantially completed prior to the March 13, 2020 school closure shall not be grievable by the members of CEA Units A, B, C and E. All stipend and service agreement work performed for additional compensation must occur outside of staff member's normal schedule with appropriate documentation of hours worked, or work performed as required, including approval by the unit member's supervisor. Additionally, for members of Units C and E, the parties acknowledge and agree that the remaining value of any existing service agreement for school operational work, specifically before and after school work will be paid for the 2019-2020 school year. The parties further acknowledge and agree that due to the increased complexity of remote financial operations that the timeliness of such payments may be impacted.

10. Members of Units A, B, C, E and building substitutes, general substitutes and extended term substitutes who are members of Unit D, who are unable to perform their duties and responsibilities at any time during the period of the school closures for the 2019-2020 school year shall inform their supervisor who may, in their sole discretion, approve possible adjustments. Members of Units A, B, C, E and building substitutes, general substitutes and extended term substitutes who are members of Unit D may also request reasonable accommodations through the Office of Human Resources and established policies and procedures for seeking such reasonable accommodations. Such time will be counted towards accumulated sick or personal leave, if any, unless directly resulting from documented COVID-19 related illnesses.

11. New initiatives training and/or professional development may be required in accordance with the applicable provisions of the collective bargaining agreements for members of Units A, B & E. Any time required to complete these additional requirements will be compensated at the workshop leader rate or participant rate as appropriate.

12. The Association and the Committee agree that the timing for the delivery of end of the year mandatory professional development as set forth in Article 5B-5 of the Collective Bargaining Agreement with CEA Units A& B, and Article 6B-3 of the Collective Bargaining Agreement with CEA Unit E will be adjusted as follows:

(a) Six (6) hours of this required professional development to take place within five business days of the last day of school. All members of Units A, B and E will be paid at their corresponding workshop participant rate. One three (3) hour session of this professional development will be run as a morning and an afternoon option for educators to provide some flexibility for educators and schools will plan the times for the other three (3) hour school-based sessions. CPS will provide online synchronous and asynchronous options and/or flexibility as practicable for the scheduling of this time.

(b) Up to nine (9) additional hours of required staff development will be scheduled prior to the beginning of the next school year in addition to the three contractual professional development days (September 1, 2020 –September 3, 2020). These additional hours may take place during the week of August 24, 2020.

The Association further agrees that no grievances shall be filed by either CEA Units A&B and/or CEA Unit E with respect to the changes in the timing of the delivery of end of the 2019-2020 school year mandatory professional development as detailed above in this paragraph.

13. Supervisory relationships, basic work and performance expectations, and reporting responsibilities remain in place for all members of Units A, B, C, D and E during the period of school closures for the 2019-2020 school year. Members of Units A, B, C, D and E will not be formally evaluated with respect to work performed during the period of school closures for the 2019-2020 school year.

14. The 2019-2020 school year shall count as a full school year toward professional teacher status for members of Unit A except in those instances where a member had a break in service prior to March 13, 2020 during the 2019-2020 school year, or were not qualified under the provisions of state law and regulations to have the 2019-2020 school year count as a full school year toward professional teacher status. Nothing in the preceding sentence shall be construed to alter or restrict the authority of the Superintendent of Schools with respect to making determinations as to professional teacher status.

15. The evaluation schedule for members of the various units of the CEA during the school closure period for the 2019-2020 school year shall be as follows:

Units A and B:

- Evidence must have been collected prior to March 13, 2020. If an observation was held prior to March 13, 2020 but was not previously documented, it cannot be retroactively documented.
- Summative evaluations may be written
- Supervisory meetings will be conducted via video conference
- Evidence that is physically in the school building can be described by educators on the evidence submission form and consideration will be given by evaluators in these circumstances.

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For Developing Educators:

- Evidence submission deadline is April 3, 2020
- Summative evaluations deadline is April 8, 2020
- No more than one observation is allowed to be missing unless any or all of the missing observation(s) was the result of an employee not being available and/or the observation was scheduled prior to March 13, 2020 to occur after March 13, 2020. If an observation is missing, consideration of such will be provided by the evaluator.

For Self-Directed Growth Plans:

- Evidence submission deadline is April 15, 2020
- Summative evaluation deadline is May 1, 2020
- No missing observations are allowed

For Directed Growth and Improvement Plans:

- If progress on the plan is determined as adequate, the employee will receive a proficient rating and return to a self-directed growth plan for the 2020-2021 school year
- If progress on the plan is not determined as adequate, the employee will continue on the same plan for the 2020-2021 school year
- Summative evaluations deadline is April 8, 2020
- No more than one observation is allowed to be missing unless any or all of the missing observation(s) was the result of an employee not being available and/or the observation was scheduled prior to March 13, 2020 to occur after March 13, 2020. If an observation is missing, consideration of such will be provided by the evaluator.

Unit C:

Evaluations will not reflect the school closure time period

Unit D:

Evaluations will not reflect the school closure time period

Unit E:

- Evidence included in the evaluation must have been collected prior to March 13, 2020
- Evaluation deadline is June 1, 2020

16. The parties acknowledge and agree that the procedures for use of leave time as set forth in the April 17, 2020 memorandum issued by the Superintendent of Schools and the updated memorandum of June 4, 2020 apply to members of CEA Units A, B, C, D and E with respect to accruals, use of sick time and leaves related to COVID-19 and school closures during the 2019-2020 school year. A true copy of these memoranda are attached hereto as **Attachment A**.

17. The Association President and the Superintendent will continue to confer as necessary during the school closure period for the 2019-2020 school year. The structure and scheduling of meetings with the Superintendent's Advisory Committee also will continue during the school closure period for the 2019-2020 school year. Any issues that are mandatory subjects of bargaining will be referred to the School Committee and CEA's officers.

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18. The parties acknowledge and agree to negotiate a packing and unpacking agreement as soon as practicable with respect to moves related to the reconstruction of the Tobin Montessori School/Vassal Lane Upper School and in accordance with any federal, state and local public health requirements related to COVID-19.

19. When unit members are asked or allowed to return to school buildings, it will be in accordance with public health guidance and/or mandates from the Centers for Disease Control and the State.

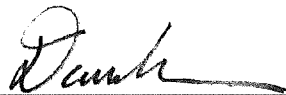
20. The parties further recognize the fluidity of the current situation caused by this pandemic, and mutually agree to review the provisions of this Agreement and negotiate on an expedited basis any necessary adjustments and/or modifications consistent with local, state and federal mandates.

21. The parties agree that if there is an applicable federal, state or local mandate other than a local mandate from the Cambridge School Committee that conflicts in whole or in part with the provisions of this Agreement, then the applicable federal, state or local mandate shall supersede the terms of this Agreement.

22. This Agreement will expire at the start of the 2020-2021 school year or August 31, 2020, whichever is earlier.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEE



Dosha E. Beard
Executive Secretary to the
School Committee

Daniel Monahan
President
Cambridge Education Association

Date: July 23, 2020

Date: _____

School Committee Order No. _____

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor

ATTACHMENT A

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135 Berkshire Street • Cambridge, MA 02141
email address • phone number • www.cpsd.us

TO: All CPS Staff
FROM: Kenneth N. Salim, Superintendent of Schools
DATE: June 5, 2020
SUBJ: COVID-19 Related Employee Absences-AMENDED June 4, 2020
Update to CPS Implementation & Procedures for Federal Families First Coronavirus Response Act (FFCRA) Benefits

The Cambridge Public Schools is committed to the health, safety and wellbeing of its employees and the community. As our local, national and global community continues to confront the spread of COVID-19, it is important that we all do what we can to maintain a safe and healthy workplace to minimize the transmission of this contagious disease.

On April 17th, I issued a memo that announced the district's intent to implement the Federal Families First Coronavirus Response Act (FFCRA) benefits, which include up to two weeks of **Emergency Paid Sick Leave (EPSL)** and **Expanded Family Medical Leave Act (E-FMLA)** benefits for absences related to COVID-19. The FFCRA is in effect from April 1 through December 31, 2020. The provisions of FFCRA apply to all employees.

Effective June 5, 2020, the CPS implementation of FFCRA is amended to include specific procedures for requesting EPSL and E-FMLA and supporting documentation needed to support your request, and to expand benefits beyond what is required by the FFCRA in certain areas. This memo also clarifies the use of employees' leave accruals to supplement E-FMLA. The information below amends and replaces section 4 of the April 17th memo.

A. FFCRA Emergency Paid Sick Leave (EPSL)

Under the FFCRA, an employee is eligible for two weeks (up to 80 hours, depending on the employee's normal work schedule) of Emergency Paid Sick Leave (EPSL) if he or she is unable to work (or unable to telework) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing symptoms and seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his/her/their child whose school or place of care is closed or childcare provider is unavailable due to COVID-19 related reasons; or
6. is experiencing any other substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Treasury and Labor.

The EPSL benefit is based on the employee’s normal work schedule (i.e. 80 hours for a 40 hour per week employee, 60 hours for a 30 hour a week employee). A part-time employee is eligible for the number of hours of leave that the employee works on average over a two week period.

While the EPSL benefit under the FFCRA provides between 2/3 and full pay and caps the total allowable payment for the two weeks depending on the qualifying reasons for the leave, **CPS will provide all eligible employees with the two weeks of Emergency Paid Sick Leave at 100% of their regular pay, regardless of qualifying reason.** Emergency Paid Sick Leave is a separate category of time and will not impact an employee’s other time balances (sick leave, vacation, personal time).

You may take EPSL intermittently if you are taking it to care for your child whose school or place of care is closed, or whose child care provider is unavailable because of COVID-19 reasons. If you are sick or possibly sick with COVID-19, the intent of FFCRA is to provide such paid sick leave as necessary to keep you from spreading the virus to others. Emergency Paid Sick Leave taken for those reasons must be taken in full-day increments continuously until you either (1) use the full amount of EPSL or (2) no longer have a qualifying reason for taking EPSL. If you no longer have a qualifying reason for taking EPSL before you exhaust the two weeks, you may take any remaining EPSL at a later time until December 31, 2020, if another qualifying reason occurs.

NOTE: Employees who travel to CDC identified destinations (international or domestic) where the CDC is recommending that travelers remain at home, monitor their health, and avoid contact with others for a period of time after they return home, do not qualify for Emergency Paid Sick Leave unless they return sick or subject to a quarantine or isolation order due to illness or close contact with a COVID-19 positive individual. Absent a qualifying event, employees who chose to travel to these locations must use accrued sick or vacation time to stay home for the prescribed monitoring period following their trip.

Notification and Supporting Documentation

Employees who fall into one of the above categories and who would like to use Emergency Paid Sick Leave must advise their supervisor and notify the CPS Human Resources Department.

Notice for all such leave requests and supporting documentation should be submitted to Brittany Balocca, HR Confidential Secretary at bbalocca@cpsd.us.

Your notification must include:

- Your name
- The date(s) for which you request leave
- The reason for leave
- A statement providing which of the qualifying reasons (listed above) that you are unable to work

Required supporting documentation related to quarantine or isolation due to COVID-19:

- If you are subject to a quarantine or isolation order or to care for an individual subject to such an order, you should provide the name of the government entity that issued the order.
- If you request leave to self-quarantine based on the advice of a health care provider or to care for an individual who is self-quarantining based on such advice, you should provide the name of the health care provider who gave advice.
- Alternatively, CPS may receive notice from a local public health official on behalf of the employee.

Required supporting documentation related to closed or unavailable schools or childcare due to COVID-19:

- The name of your child
- The name of the school, place of care, or child care provider that has closed or become unavailable; a
- A statement that no other suitable person is available to care for your child.

Employees may be required to provide supporting documentation (e.g. travel, doctor's note, notice of school closure, etc.) as directed by the Director of Human Resources, or Superintendent or designee; however, approval for such leave will not be delayed based on a lack of documentation. If the leave is approved, the employee's supervisor and appropriate payroll staff will be notified.

Employees do not need to exhaust other accrued time balances before accessing EPSL. Emergency Paid Sick Leave is capped at two weeks (up to 80 hours) per employee. No employee will be eligible to receive more than two weeks of Emergency Paid Sick Leave.

B. FFCRA Emergency Family and Medical Expansion Act – Expanded FMLA (E-FMLA) Benefits

Additional leave, known as expanded family and medical leave (E-FMLA) is also available under the FFCRA for employees who have been employed for at least 30 days prior to the start of their leave, who are unable to work (or telework) because of the need to care for a child whose school is closed or childcare provider is unavailable due to COVID-19 related reasons. Under the Emergency Family and Medical Leave Expansion Act (EFMLEA) of the FFCRA, the need to care for a child due to COVID-19 related reasons has been temporarily added as an additional qualifying reason to take FMLA leave. The maximum allowable weeks of leave under the FMLA does not change. Therefore, an employee who has already used leave under the FMLA can only use the amount remaining in their 12-week FMLA allotment for the calendar year. Additionally, as with other FMLA leave, employees may take E-FMLA leave on an intermittent basis.

- The first two weeks of E-FMLA leave is "unpaid" – but an employee may choose to apply their Emergency Paid Sick Leave (EPSL), or other accrued time concurrently with the two week, unpaid portion of E-FMLA.
- After the initial two-week period, employees may take up to 10 additional weeks of paid leave at two-thirds the employee's regular rate of pay. ***While the FFCRA has a cap of \$200 per day/\$10,000 per 10 weeks on these payments, CPS will pay the full two thirds amount without a daily or total cap on the benefit.***
- Staff may supplement the 2/3 pay by using any of their available accrued leave balances (sick, vacation, personal, or compensatory leave).
- Beyond the E-FMLA leave and pay provisions, CPS employees who need to care for a minor child(ren) whose school or childcare provider is closed or unavailable for reasons related to COVID-19 may do so with any vacation, sick, personal, or compensatory leave they have available for use to supplement any portions of the benefits provided under E-FMLA.

Notification and Supporting Documentation

Employees who qualify and would like to use E-FMLA must advise their supervisor and notify the CPS Human Resources Department.

Notice for all such leave requests and supporting documentation should be submitted to Brittany Balocca, HR Confidential Secretary at bbalocca@cpsd.us.

Notice must include:

- Your name
- The date(s) for which you request leave
- The reason for leave
- The name of your child
- The name of the school, place of care, or child care provider that has closed or become unavailable
- A statement that no other suitable person is available to care for your child

Employees may be required to provide other documentation as directed by the Director of Human Resources, or Superintendent or designee; however approval for such leave will not be delayed based on a lack of documentation. If the leave is approved, the employee's supervisor and appropriate payroll staff will be notified.

Employees do not need to exhaust other accrued time balances before accessing E-FMLA.

C. Employee Use of Accrued Leave Time

Employees who have received and exhausted the paid leave available under the FFCRA (Emergency Paid Sick Leave and E-FMLA) and who need additional time off for a COVID-19 related reason described in this policy, may use their accrued sick leave or other forms of accrued time (vacation, personal, administrative or compensatory). In addition, employees may apply for Sick Leave Bank benefits as per normal procedures.



TO: All CPS Staff
 FROM: Kenneth N. Salim, Superintendent of Schools
 DATE: April 17, 2020
 SUBJ: Update to Procedures Use of Leave Time during COVID-19 Closure
 And Implementation of the Federal Families First Coronavirus Response Act (FFCRA)

During the school closure related to the COVID-19 pandemic, all regular full and part-time staff members continue to be paid and are expected to perform work duties to the extent possible during the regular work day. We understand that these are unusual times. Your current work day may be very different than your typical day prior to the closure, and in fact may still be changing as we all continue to adapt to working remotely during this extended and unprecedented closure.

Similarly, the district continues to refine procedures related to how employee leave time is recorded and charged during the closure. I am writing to notify you of some important changes related to the use of accrued sick, personal and vacation time that will go into effect as of **April 20, 2020** as a result of the extension of the initial projected school closure end date and the enactment of the federal Families First Coronavirus Response Act (FFCRA). The FFCRA, which went into effect on April 1, 2020 requires CPS to provide employees with additional paid sick leave benefits and expanded family and medical leave benefits for specified reasons related to COVID-19 from April 1, 2020 to December 31, 2020.

1. Leave Pay Procedures in Place Between February 24 - March 13, 2020

During this period, no sick, personal or other leave will be charged for any CPS staff member who observed a voluntary, COVID-19 related self-quarantine of up to 14 days. Staff members must provide evidence that the self-quarantine was due to contact with someone with an actual or presumptive case of COVID-19 or someone who had traveled to one of the countries identified as CDC level 2 or 3 within 14 days of quarantine, or documentation of a self-quarantine recommended by a health care provider or public health official.

2. Leave Pay Procedures in Place Between March 14 - April 19, 2020

During this period, no employee time will be charged to accrued vacation, personal or sick time. Any CPS employee on an approved medical or FMLA leave during this time period will be paid for those days and will have any sick days used during that period reinstated. Medical or family leave time during this period will not count towards FMLA limits.

Any CPS employee on an unpaid personal leave of absence during this period will not receive pay for closure days.

3. Leave Pay Procedures To Be Effective as of April 20, 2020 For Non-COVID-19 Related Absences and FMLA Leave

As of April 20, 2020 the district will return to normal procedures for use of vacation, personal and sick leave, and for Family and Medical Leave Act leaves for non COVID-19 related absences:

Vacation and Personal Leave:

- Any staff member who has accrued vacation or personal time and wishes to schedule time away from regular work responsibilities during the closure should follow the normal procedures of requesting time off from their supervisor. Such time off will be charged to available vacation time or personal time.
- During the April school vacation week, 10 and 11 month clerks will use accrued vacation or personal time in order to receive pay.
- Because employees may wish to delay planned vacations due to the COVID-19 pandemic, we will be waiving limits on vacation balance roll-over for June 30, 2020. All unused accrued vacation balances will be rolled forward and may be used between July 1 2020 and June 30, 2021. Normal vacation roll-over limitations be in effect again as of June 30, 2021.

Personal Illness or Sick Family Member (Non-COVID-19 Related)

- Employees who become ill, or who must take care of a family member who is ill, and cannot perform their duties and responsibilities during the period of the school closures may be excused from work. Employees should follow normal procedures for notifying their supervisor.
- Time off for personal illness or to take care of family members who are ill will be charged to the employee’s available accrued sick or personal time.
- Employees continue to have access to applicable Sick Leave Bank allocations.

Family Medical Leave Act (FMLA)

- Also as of April 20, 2020, CPS’s regular FMLA policy will resume, in that full-time staff members with at least one year of employment are eligible for up to 12 weeks (60 days) FMLA leave in a rolling 12-month period for the purposes of giving birth or adopting a child, or for care of a seriously ill family member.
- Staff members should apply for FMLA leave for eligible absences (for the purposes of giving birth or for the adoption of a child – parental leave, or, for care for a seriously ill family member) by emailing Brittany Balocca, HR Confidential Secretary (bbalocca@cpsd.us) with the effective beginning and end date of the requested leave, and submit medical documentation from the physician to support the leave.
- Employees may use accrued sick leave, vacation days, or personal days during FMLA leave.
- Staff members may apply for Sick Leave Bank benefits as per normal procedures.

4. Implementation of Families First Coronavirus Response Act Benefits (FFCRA)

As required by the federal Families First Coronavirus Response Act (FFCRA), CPS will be implementing additional benefits for staff members impacted by COVID-19. The FFCRA requires employers to provide emergency sick leave benefits for specific reasons related to COVID-19. Under this act, CPS employees are eligible for the following **emergency sick leave** benefits related to COVID-19:

- Up to two weeks of paid sick leave at the employee's regular rate of pay if the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis. A maximum benefit of \$510 per day, capped at \$5,000, may be paid.
- Up to two weeks of paid sick leave at two-thirds the employee's regular rate of pay because the employee is unable to work because of a need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19. A maximum benefit of \$200 per day, capped at \$2,000, may be paid.

The FFCRA also **expands family and medical leave benefits** through the Emergency Family and Medical Expansion Act (E-FMLEA). The key components of these expanded benefits are:

- The E-FMLEA amends the FMLA to provide for up to 12 weeks of leave for employees who are unable to work due to the need to care for a child whose school or child-care has closed due to COVID-19.
 - E-FMLEA does not expand the overall amount of FMLA leave available (12 weeks in a rolling 12 month period); this is an expansion of a covered reason for leave.
- The expanded benefit under E-FMLEA is available to employees who have been employed 30 or more days.
- E-FMLEA entitles employees to up to 10 weeks (50 days) of paid leave at 2/3 their regular rate of pay if they are unable to work due to the need to care for a child whose school or child-care has closed due to COVID-19.
 - The first 10 days are unpaid under this provision; however, the employee may elect to take two weeks of emergency paid sick leave (described in the above section) for these first two weeks, also paid at 2/3 their regular rate of pay.
 - A maximum benefit of \$200 per day, capped at \$10,000, may be paid.
 - Employees may apply their accrued sick leave to make up the difference in the 2/3 pay afforded under the E-FMLEA Act.
- Requests for all such leaves and supporting medical documentation should be submitted to Brittany Balocca, HR Confidential Secretary, for approval and processing at bbalocca@cpsd.us.