

MEMORANDUM OF AGREEMENT

An **AGREEMENT** made by and between the Ithaca City School District (“the District”) and the Ithaca Teachers Association, Education Support Professionals of Ithaca, Ithaca Substitutes Association, ICSD Employees Association, and Ithaca Principals and Directors Association (“the Associations”);

WHEREAS, the Associations and the District are parties to collective bargaining agreements that are all currently in full force and effect;

WHEREAS, the Associations and the District operated in 2021-2022 under the same criteria as the previous years where absences were being covered by the employer with “Emergency Covid days” regardless of what was in place or expired under any Federal or NYS legislation, these days included purposes of quarantine and/or isolation when exposed, symptomatic or positive with Covid-19, obtaining PCR tests, caring for a symptomatic or positive child, daycare and school closures of child, obtaining vaccination and vaccination side effects recovery;

WHEREAS, the District and the Associations wish to address and be sure to implement and follow existing New York State Covid-19 Paid Sick Leave, NYS Guidance on use of Covid-19 Sick Leave, NYS labor law 196-c. Leave Time for Covid-19 Vaccination, including boosters and CDC recommendations for isolation and/or quarantine and NYSED guidance (dated 9/8/22);

WHEREAS, the Associations and the District are in mutual agreement to have a protocol and process in place for employees of the respective units for Covid-19 related absences during the 2022 - 2023 academic year beginning on July 1, 2022 and ending on June 30, 2023;

NOW, **THEREFORE**, the parties agree as follows:

1. Employees of the respective units shall be entitled to a bank of 30 days retroactive to 07/01/22 to apply for Covid-19 related absences from work. The 30 days are not an annual allotment, but rather for the career lifetime of the employee with the district. After the 30 days are exhausted, the employee would utilize their own accrued benefit time for any further day(s) described herein.

a) For up to three (3) occurrences of quarantine or isolation beginning for everyone on 07/01/22.

One (1) occurrence can be for an order of mandatory quarantine issued by a department of health or governmental entity duly authorized to issue orders due to exposure but the employee has not tested positive.

Two (2) occurrences or all three (3) occurrences can be utilized for when the employees themselves have tested positive for Covid-19. A positive test result can be confirmed by using the at-home antigen tests and without a mandatory order of isolation.

- b) As per CDC guidelines, an employee that tests positive is to isolate for five (5) calendar days; however, the employee may not be able to return after the five day period due to prolonged symptoms, and therefore can utilize additional days until symptoms improve to be able to return to work;

Test positive: Isolate for 5 days.

Day 0 is the day the employee tested positive but has no symptoms or

Day 0 is the day of symptom onset

Isolation:

Isolation ends after day 5 if the employee had no symptoms

Isolation ends after day 5 if the employee had symptoms but symptoms are improving and is fever-free for 24 hours without fever-reducing medication.

If symptoms reoccur, isolate again and re-start day 0

At-home antigen tests are sufficient for confirmation of being Covid-19 positive in addition to self-reporting with your county health department if applicable.

If the employee is in need of days after 10 work days per occurrence, the employee will need to document a positive PCR test in order to continue to utilize these days. Additionally, a PCR test would be needed if an employee is requesting to apply any remaining days towards a fourth occurrence of being Covid-19 positive.

- c) For post-vaccine side effects “recovery” days - up to two (2) calendar days post vaccine. (i.e., received the vaccine on Tuesday, Wednesday and Thursday are the two calendar days).
- d) This allotment of days is for the employee's career lifetime or until new or additional provisions are issued through a federal, state or local governing entity.

2. Absences (sick days) immediately preceding the positive test shall be included in the Covid days allowance and applied retroactively to the beginning of the absences. Absences (sick days) that do not result in a positive test are considered the employee standard use of benefit days per their collective bargaining agreement.

3. In addition to the 30 days; as per Labor Law 196-c.; employees shall be able to use paid time up to four hours or one half day to be vaccinated.

4. These days are applicable to the ISA unit for those in Extended Assignment Substitute positions and Building Substitute positions. The days are not applicable to those that are not either of the stated positions at the time of need and are on a per diem basis.



5. These days are not available for an employee that has a child or family member who is positive with Covid-19. Similarly, these days are not available for an employee that has a child whose daycare or school is closed due to Covid-19. Employees may apply their own benefit days to these absences (i.e., family days) as per their respective collective bargaining agreement.

6. All other terms and conditions of the collective bargaining agreements between the District and the Associations are in full force and effect. Entering into this agreement shall not modify the collective bargaining agreements, rather, this agreement shall apply only for the specifics and limited purpose of addressing the unique challenges presented by the ongoing pandemic and utilizing NYS legislation. It shall not set any precedent or practice regarding any aspect of the collective bargaining agreements. This agreement shall expire and be of no further force and effect upon the conclusion of the 2022-23 academic work year per each unit. This agreement will sunset on June 30, 2023 unless extended in writing by all parties.

7. This agreement may not be amended or modified orally; the agreement can only be amended or modified by written agreement, signed by authorized representatives of all parties.

In **WITNESS THEREOF**, the parties hereto have executed this agreement the day and year first above written.

Associations:

By:  Date 9/23/22 By:  Date 9/23/22

President - Ithaca Teachers Association

President - Education Support Professionals of Ithaca

By:  Date 9/23/22 By:  Date 9/23/22

President - ICSD Employees Association

President - Ithaca Substitutes Association

By:  Date 2022 09 30 (on behalf of D. Patak)

President - Ithaca Principals & Directors Association

School District:

By:  Date 9/23/22

Superintendent of Schools/Designee