

**MEMORANDUM OF UNDERSTANDING  
REGARDING CHESS EMPLOYEE LEAVE BENEFITS DURING COVID-19  
2020-2021**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Board of Education of Community High School District No. 155**, McHenry and Lake Counties (“the District”) and the **Community High Education Support Staff, IEA-NEA (“CHESS”)** (collectively, “the Parties”).

**WHEREAS**, in the midst of the COVID-19 pandemic, the *Families First Coronavirus Response Act* (“FFCRA”) was passed to allow certain employees up to 80 hours of emergency paid sick leave and to allow certain qualified employees up to an additional 10 weeks of expanded FMLA leave to care for their child when their child’s school or place of care is closed or child care provider is unavailable due to a COVID-19 reason and no suitable person is available to care for the child; and

**WHEREAS**, the FFCRA expires on December 31, 2020; and

**WHEREAS**, CHESS members who work in the District’s low-incidence special education programs (“Low-Incidence Paraprofessionals”) have been working in person and in close contact with students for the entire 2020-2021 school year, with no option to work remotely in lieu of quarantining in the event of a close contact to a positive COVID-19 case or symptomatic individual; and

**WHEREAS**, the Parties have met and bargained in good faith the impact of this MOU and wish to memorialize the understandings reached between them;

**NOW THEREFORE**, any provision(s) of the current Collective Bargaining Agreement (the “CBA”) or prior memorandum of understanding between the Parties notwithstanding, the Parties agree to the following:

1. **Leave After December 31, 2020.** After the FFCRA expires on December 31, 2020, any and all leave benefits afforded under that law will cease, except as specifically indicated in Paragraph 2 of this MOU. Individuals in the midst of a FFCRA leave as of December 31, 2020, will need to contact the HR office about what other leave options are available in their individual situation. Those who require leave due to COVID-19 after December 31, 2020, have the following options:
  - a. **Medical Needs Due to COVID-19.** Employees who experience COVID symptoms, need to isolate or quarantine, or need to care for a household member who is experiencing COVID symptoms or is isolated or quarantined will be permitted to use their accumulated sick or personal leave days or vacation days, if applicable. Alternatively, in the District’s sole discretion on a non-precedential basis, the administration may allow such employees to work remotely in lieu of using these leave days, as set forth in the prior MOU between the parties on September 15, 2020.

- b. **Childcare Needs Due to COVID-19.** Employees who are unable to be present for work due to the need to care for their child when their child's school or place of care is closed or child care provider is unavailable due to a COVID-19 reason and no suitable person is available to care for the child will be permitted to use their accumulated personal leave days or vacation days, if applicable. Once such personal and vacation days are exhausted, employees may use accumulated sick leave days for up to five days in full-day increments. (Use of sick leave for this purpose, when no one is ill or quarantined, is a negotiated, non-precedential application of sick leave during the COVID-19 pandemic.) If additional leave beyond the five sick days is anticipated, such employees will need to notify the HR office to request up to three unpaid dock days. Absences beyond three dock days will be addressed through the normal disciplinary process outlined in the CBA. Alternatively, in the District's sole discretion on a non-precedential basis, the administration may allow such employees to work remotely in lieu of using these leave days, as set forth in the prior MOU between the parties on September 15, 2020.
2. **Leave for Low-Incidence Paraprofessionals.** Low-Incidence Paraprofessionals who (a) exhibit COVID-19 symptoms resulting from contact with a student who is enrolled in the low-incidence program or a staff member who works in the low-incidence program or (b) are isolated or quarantined as a result of close contact (within six feet for 15 cumulative minutes in a day) with a COVID-positive or symptomatic student who is enrolled in the low-incidence program or a COVID-positive or symptomatic staff member who works in the low-incidence program may use the remainder of their unused emergency paid sick leave days available under the FFCRA beyond December 31, 2020, subject to the same conditions and eligibility requirements as under the FFCRA. Upon exhaustion of such leave, Low-Incidence Paraprofessionals will be granted additional paid administrative leave days (i.e., paid days off without deduction of the employee's accumulated leave) as needed for the applicable isolation or quarantine period.
3. **New Law to Supersede this MOU.** If the FFCRA is extended or a new law is passed that grants employee leave benefits related to COVID-19, the law(s) will supersede this MOU, and either party may request to discuss the impact of such new law(s).
4. **Prior COVID-19 MOU to Remain in Effect.** The prior MOU between the parties concerning school reopening during the COVID-19 pandemic will remain in effect, except to the extent that anything in this MOU conflicts with the prior MOU, in which case the terms of this MOU will control.
5. **Effective Date and Term.** This MOU is effective immediately. This MOU is non-precedential, is not to be deemed to establish a past practice, and will not be binding or enforceable in any school year other than the 2020-2021 school year.

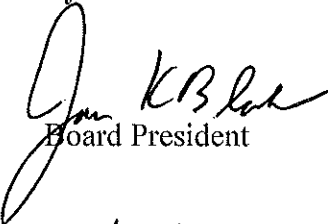
IN WITNESS WHEREOF, the District and CHES have executed this Agreement on the dates written below.

**Community High Education Support Staff,  
IEA-NEA**

By:   
President

Date: 12-4-2020

**Board of Education of  
Community High School District No. 155,  
McHenry and Lake Counties**

By:   
Board President

Date: 12/15/2020

**Attest**

By:   
Board Secretary

Date: 12/15/2020

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