

**MEMORANDUM OF UNDERSTANDING
REGARDING CERTIFIED STAFF 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 **High School District 155 Education Association, IEA-NEA** (“the Association”) (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, Association members who work in the District’s low-incidence special education programs (“Low-Incidence Teachers”) and who provide behind-the-wheel instruction as Driver’s Education teachers (“Driver’s Education Teachers”) have been working in person and in close contact with students for much of the 2020-2021 school year; 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 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. If no such days are available, such employees will need to notify the HR office to request an unpaid leave of absence. 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 October 20, 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.

Once such personal 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 an unpaid leave of absence. This request must be made at least five days in advance of the start of the unpaid leave (i.e., at the start of the five sick days), or as soon thereafter as possible. The grant or denial of a request for unpaid leave is in the administration's sole discretion and cannot be grieved. An approved unpaid leave will be subject to all conditions of unpaid leaves of absence set forth in the CBA, except that an unpaid leave in this situation can be for less than the remainder of the semester if agreed to by the employee and the Superintendent or designee.

Intermittent childcare leave will not be permitted, except with prior administrator approval.

Alternatively, in the District's sole discretion on a non-precedential basis, the administration may allow such employees to work remotely for full or partial days in lieu of using these leave days, as set forth in the prior MOU between the parties on October 20, 2020. If an employee teaches remotely for a portion of a day, he/she will receive pay for 1/8 of a day for each class taught. This 1/8 of a day will not be deducted from his/her available personal leave. Additionally, employees who teach 1-3 classes pursuant to this paragraph will receive pay for one plan period (e.g., an employee who teaches two classes will get credit for one plan period, and therefore will be paid for 3/8 of a day), and those who teach four or more classes pursuant to this paragraph will receive credit for two plan periods (e.g., an employee who teaches five classes will get credit for two plan periods, and therefore will be paid for 7/8 of a day).

2. **Leave for Low-Incidence Teachers.** Low-Incidence Teachers who (a) exhibit COVID-19 symptoms resulting from contact with a student in the low-incidence program or a staff member 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 in the low-incidence program or a COVID-positive or symptomatic staff member 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. These days will be considered paid administrative leave days. Alternatively, in the District's sole discretion on a non-precedential basis, the administration may allow such Low-Incidence Teachers to work remotely in lieu of using these emergency paid sick leave days, as set forth in the prior MOU between the parties on October 20, 2020.

3. **Leave for Driver's Education Teachers Due to Close Contact During Behind-the-Wheel Instruction.** Driver's Education Teachers who (a) exhibit COVID-19 symptoms resulting from contact with a student during behind-the-wheel driver's education instruction or (b) are isolated or quarantined as a result of close contact (within six feet for 15 cumulative minutes in a day) during behind-the-wheel driver's education instruction with a COVID-positive or symptomatic student 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. These days will be considered paid administrative leave days. In the District's sole discretion on a non-precedential basis, the administration may allow such Driver's Education Teachers to work remotely in lieu of using these emergency paid sick leave days, as set forth in the prior MOU between the parties on October 20, 2020, but only for those portions of the workday that do *not* include behind-the-wheel instruction.
4. **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, those laws will supersede this MOU, and this MOU will be null and void as of the effective date of the new or extended law.
5. **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.
6. **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 Board and the Association have executed this Agreement on the dates written below.

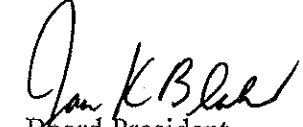
Signature page to follow

**High School District 155 Education
Association, IEA-NEA**

By: 
President


Date: 12/7/20

**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: 12/12/2020

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