

**MEMORANDUM OF UNDERSTANDING REGARDING
2021-2022 COVID ADMINISTRATIVE LEAVE BANK
AND RELATED COVID ISSUES**

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” or “the Board”) and the **High School District 155 Education Association, IEA-NEA** (“the Association”) (collectively, “the Parties”).

WHEREAS, the Parties met and reached certain agreements regarding working conditions during the 2021-2022 school year due to the ongoing COVID-19 pandemic; and

WHEREAS, the Parties wish to memorialize the understandings reached between them to provide certain leave benefits to employees in the bargaining unit for which the Association serves as the exclusive bargaining representative (“Employees”); and

WHEREAS, nothing in this MOU confers any benefits or obligations on District employees who are outside the bargaining unit for which the Association serves as the exclusive bargaining representative.

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

1. **Health and Safety Protocols.** Employees are to follow all ISBE and IDPH guidelines and District health and safety protocols while on District property, and progressive disciplinary action may result for violations.
2. **Paid Administrative Leave Bank for COVID-Positive Employees.** The Board allows for the creation of a 2021-2022 COVID leave bank (“COVID Bank” or “Bank” or “Program”) for use by those Employees who meet the criteria set forth below. This COVID Bank is separate from any sick leave bank currently available to Employees in the District. Under the COVID Bank, a Bank participant who tests positive for COVID-19 or a variant during the 2021-2022 school year and submits his/her positive test result and a request to access the COVID Bank to the District’s HR office will be allowed to use up to four (4) paid administrative leave days from the District and may access up to four (4) sick leave days from the COVID Bank. In the event fewer than eight (8) days of isolation are needed, the days actually used will be split evenly between paid administrative leave days from the District and days accessed from the COVID Bank. No additional COVID Bank days or paid administrative leave days will be available. The District will only be liable to pay for paid administrative leave to the extent COVID Bank days are available for use.

This is a one-time benefit, and it can be used retroactively for any Bank participant who tested positive in the 2021-2022 school year before this MOU took effect. A Bank participant is not entitled to use more than eight (8) days under this Program

in the 2021-2022 school year, and all days must be used for a single period of isolation. (As an example, a Bank participant who isolates due to a COVID-positive test in October and uses days under this Program is not entitled to additional days in the event he/she tests positive for COVID-19 again in February.) Additionally, a Bank participant who uses less than the full eight (8) days for isolation (for instance, because of intervening holidays, only three (3) days from this Program are needed) is not entitled to use the remaining days under this Program.

At the end of the 2021-2022 school year, any days remaining in the COVID Bank will be returned, in equal proportion, to Bank participants who did not draw from the Bank throughout the school year. (As an example, if there are 200 days remaining in the COVID Bank and 400 Bank participants who did not draw any days from the Bank, each of those Bank participants will have ½ day returned to his/her sick leave accumulation.)

Only Bank participants are allowed to participate in this Program. To become a Bank participant, an Employee:

- a. Must opt into the Program by 4:00 PM on Friday, October 1, by completing the Google Form that will be disseminated by Human Resources;
- b. Must donate one (1) sick day to the COVID Bank, which will be withdrawn from his/her sick leave accumulation on or about October 2, 2021; and
- c. Agrees in advance to have one (1) additional sick day deducted from his/her regular accumulation and added to the COVID Bank at any point during the 2021-2022 school year in which the cumulative COVID Bank total drops below 12 days (i.e., Bank participants cannot opt out of these future calls for COVID Bank contributions).

3. **Other Days Due to COVID-Related Exclusion.** Other than the days available under Paragraph 2, Employees who have not tested positive for COVID-19 will handle any other period of exclusion related to COVID-19 as follows:

- a. An Employee who is excluded as a “close contact” will use his/her own accumulated sick days.
- b. An Employee who is caring for a family member who is quarantined or isolated will use his/her own accumulated sick days.
- c. An Employee who is caring for his/her child when, due to COVID-19, the child’s school is closed or daycare provider is closed or unavailable will use his/her own accumulated personal leave days first, then up to a cumulative maximum of 14 sick days, and then dock days (i.e., unpaid days). Employees who are absent to the point of using dock days may be subject to disciplinary action.

- d. An unvaccinated Employee who fails to return a negative COVID-19 test each week by the due date set by the Human Resources Department will use his/her accumulated personal leave days in 1/4-day (i.e., 2-class-period) increments first, and then will be placed on an unpaid leave until he/she resumes weekly testing and returns to work.
 - e. While using dock days as described in subparagraph 3(c) or unpaid leave as described in subparagraph 3(d), the Employee will be subject to the same terms and conditions regarding benefit eligibility as set forth in Section VI.B of the CBA.
4. **Professional Responsibilities During Intermittent Absences.** Employees who are absent on an intermittent basis, including on a COVID-19 exclusion pursuant to ISBE and/or IDPH guidance, will complete lesson plans for the days they are absent and will grade all necessary assessments and return all emails following their return from the absence, provided they are able to do so. Any Employee who claims he/she is too ill to do so must produce documentation from a medical provider supporting his/her inability.
 5. **Internal Subs.** Building administration may assign all certified staff up to five (5) periods of internal substitute work per semester, if needed. This work will be compensated according to the internal substitute rate set forth in the CBA. Certified staff may volunteer for internal substitute work as usual. Building administration retains sole discretion to choose who to assign as internal substitutes each period.
 6. **Screening Testing for Unvaccinated Employees.** The Board will endeavor to allow COVID-19 screening testing onsite for unvaccinated Employees if the Administration, in its sole determination, can secure a testing provider without burdening the District's finances, operations, human resources, or the safety of others.
 7. **Pension Effect.** Nothing in this MOU acts as a guarantee of earnings and/or service credit from any pension system. The District reserves the right to cancel the Program should it become aware that the Program will cause the District to incur a penalty or increased employer contribution to a pension system.
 8. **Effective Date and Term.** This MOU is effective immediately upon the receipt of signatures by both Parties. This MOU is non-precedential, does not establish a past practice, and is binding and enforceable only in the 2021-2022 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: 9/15/21

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

By: 
Board President

Date: 9/21/21

Attest

By: 
Board Secretary

Date: 9.21.2021

733565_3