

**MEMORANDUM OF UNDERSTANDING REGARDING
REMOTE WORK FLEXIBILITY DURING TEMPORARY RESTRAINING ORDER**

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 District is a party to litigation in Sangamon County, *Austin, et al. v. Board of Education of Community Unit School District #155, et al.*, 2021-MR-91, which involves mandates regarding students’ obligation to wear a mask in school and be excluded from school if they are a close contact of a known COVID-19 case in certain instances; and

WHEREAS, if the judge in *Austin* issues a temporary restraining order (TRO) that enjoins the District from requiring students to wear masks in schools or to be excluded from school for being a COVID-19 close contact for the time being, the court’s ruling would impact the working conditions for District employees, and the Association has demanded to bargain in anticipation of any changes to those working conditions for all employees in the bargaining unit for which the Association serves as the exclusive bargaining representative (“Employees”); and

WHEREAS, due to a shortage of substitute teachers and so as to best ensure a continuity of quality instruction for students, the Parties mutually desire to maximize the availability of qualified teaching staff to continue substantive instruction to in-person students, regardless of whether staff will need to be physically absent for a COVID-related reason; and

WHEREAS, the Parties met and reached certain agreements regarding working conditions, which are triggered only if the court in *Austin* grants a TRO motion and only for the period that the court’s TRO in *Austin* would remain in effect and applicable to all the students in the District, plus one week, and the Parties wish to memorialize the understandings reached between them; 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. **Term of Agreement.** This MOU is only in effect during the period when the court’s TRO in *Austin* is in effect and applicable to all students in the District, plus one calendar week thereafter. Should the court’s TRO be stayed, dissolved, overturned, or otherwise cease having effect on all the students in the District, or be superseded by an injunction, this MOU will expire one calendar week after such event. If any TRO by the court is stayed before it takes effect upon the District, then this MOU will not be triggered unless and until the stay is lifted.

2. **September 2021 MOU.** The Parties have a current MOU in effect regarding COVID-related leaves, which is dated September 21, 2021, and is in effect through the current 2021-2022 school year. This MOU is intended to be read in concert with the September 2021 MOU to the greatest extent possible, but any terms in this MOU that conflict with the September 2021 MOU will take precedence and supersede the September 2021 MOU.
3. **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.
4. **Eligibility Criteria.** Employees are eligible for the remote work option below if they:
 - a. Test positive for COVID-19 or a variant and submit their positive test result;
 - b. Are excluded from school as a “close contact,” as set forth in IDPH and ISBE guidelines and/or the Governor’s Executive Order(s);
 - c. Are caring for a household family member who is quarantined or isolated with COVID-19 and cannot care for him/herself;
 - d. Are caring for his/her child when, due to COVID-19, the child’s school is closed or daycare provider is closed or unavailable (this option is *not* available if the child’s school or daycare provider is open but the Employee chooses a remote option for their child); or
 - e. In the District’s discretion based on available public health guidance, have a medical condition that places them at high risk if they were to contract COVID-19, or if they reside with a household family member who, in the District’s discretion based on available public health guidance, has a medical condition that places them at high risk if they were to contract COVID-19.

To confirm eligibility, Employees will be required to produce documentation requested by the District.

5. **Remote Work in Certain Cases.** In the event the District is not able to secure suitable substitutes, Employees who meet one of the eligibility criteria above will be permitted to either (a) use the leave benefits available to them under the September 2021 MOU or (b) work from a remote location to students in the classroom. Subject to approval by Human Resources or a building Principal, this option can be used flexibly—e.g., an Employee can work remotely for a few days

and then revert to leave status, or vice versa, if personal circumstances change—the goal being to maintain the best continuity of instruction possible under the circumstances. If a suitable substitute is available, in the District’s discretion, then the eligible Employee who is absent will simply use the leave benefits available to them under the September 2021 MOU.


Those eligible Employees who do not teach in a traditional classroom environment, such as school psychologists, school social workers, etc., may, with their Principal’s approval, work remotely as needed, but only to the extent they are still able to provide their services to students.

6. **Professional Responsibilities During Intermittent Absences.** Employees who elect to use their leave instead of remote teaching during this period 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.
7. **Internal Subs.** In addition to the five (5) periods of internal substitute work outlined in the September 2021 MOU, building administration may assign all certified staff up to five (5) additional periods of internal substitute work during the period the TRO is in effect, 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. This is a limited exception to the 6% cap on earnings pursuant to Article V, Section I and Appendix H, Paragraph 2 of the current collective bargaining agreement between the Parties, and therefore, Employees who otherwise would be subject to that cap are permitted to receive pay for internal subbing under this MOU, even if it causes their increase in creditable earnings to be more than 6%. This MOU is not to be construed as a waiver of the 6% cap generally and is an exception only for internal sub earnings under this MOU.
8. **Right to Rescind and Resume Bargaining.** The allowances under this MOU are intended to be temporary in nature and to address an emergency circumstance due to the TRO. If the circumstances lead to the District being unable to staff buildings at an adequate level, as determined in the District’s discretion, or the TRO remains in effect for more than three weeks, the District and the Association each have the right to rescind this MOU and to bargain new or modified terms.
9. **Effective Date.** This MOU is effective as of the date of the TRO entered in *Austin* and is binding and enforceable only during the term stated above.
10. **Non-Precedential and Non-Grievable.** This MOU is non-precedential, does not establish a past practice, and is not grievable by the Association or its individual members.

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: 1/25/22

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

By: 
Superintendent

Date: 1/25/22

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