

**MEMORANDUM OF UNDERSTANDING REGARDING
STAFFING 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”) and the **Community High Education Support Staff, IEA-NEA (“CHESS”)** (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 CHESS has demanded to bargain in anticipation of any changes to those working conditions for all employees in the bargaining unit for which CHESS 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, which necessitates additional flexibility in staffing by CHESS members; 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 CHESS 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. **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.
3. **Supervisory Coverage for Remote Teacher.** During the term of this MOU, there may be a need for certain teachers to teach remotely or provide remote services to students who are physically in the school building. In those cases, if there are not qualified substitute teachers available, there may be a need for CHESSE Employees to be reassigned for one or more class periods to provide supervision to the in-person students and assist the remote teachers with any necessary setup. Employees who provide this supervisory coverage will receive \$10 per class period over their regular pay.
4. **Eligibility and Selection of Employees for Supervisory Coverage for Remote Teachers.** Employees who are willing to provide supervisory coverage for remote teachers may, but are not required to, sign up on a list that will be circulated by Human Resources. By signing up for the list, Employees become eligible to be selected by Administration and commit to fill in for this supervisory coverage when and where needed. The Administration's selection of Employees from the list is in the Administration's sole discretion; Employees are not guaranteed any minimum number of supervisory coverage assignments.
5. **Lunch Period Stipend.** An Employee who chooses to forgo his/her regularly assigned lunch period and is selected by Administration to provide supervisory coverage for a remote teacher, as described in Paragraph 3, during that 45-minute class period will receive a stipend equal to \$25.
6. **Personal Protective Equipment.** Regardless of whether Employees are providing supervisory coverage for remote teachers or serving in their regular role, the District aims to provide Employees with necessary personal protective equipment (PPE) if they work with students who are not wearing a mask and/or who have COVID, have COVID-like symptoms, or were a COVID "close contact" but are not abiding by school exclusion, isolation, and/or quarantine protocols, as applicable. The District has secured KN95 masks, face shields, gloves, and gowns for this purpose. Employees who are working with students described in this paragraph should contact their Vice-Principal for any PPE needs.
7. **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 CHSS each have the right to rescind this MOU and to bargain new or modified terms.

8. **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.
9. **Non-Precedential and Non-Grievable.** This MOU is non-precedential, does not establish a past practice, and is not grievable by CHSS or its individual members.

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

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

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

By: 
President

By: 
Superintendent

Date: 1-28-2022

Date: 1-28-22

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