

**THIRD MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 SCHOOL RE-OPENING PLANS
2020-2021**

This Third Memorandum of Understanding ("3rd MOU") is entered into by and between the Hinsdale Township High School District No. 86 ("the District") and the Hinsdale High School Teachers Association ("HHSTA") (collectively, the "Parties").

WHEREAS, the Parties entered into an initial memorandum of understanding in August of 2020 ("1st MOU") and a second memorandum of understanding in October of 2020 ("2nd MOU"), addressing work conditions and issues related to both remote and hybrid learning;

WHEREAS, due to the rates of COVID-19 community spread being low and vaccines being readily available to educators, the District has decided to begin offering in-person learning ("Full In-Person Learning") to all students who choose to attend;

WHEREAS, the Parties have continued to meet and bargain in good faith the impact of the District's reopening plans; and

WHEREAS, the Parties wish to memorialize the understandings reached between them as a result of the impact bargaining related to the District's reopening plans; and

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

1. **Conflict Between MOUs:** The 1st and 2nd MOU remain in effect, however, in the event of any conflict between this 3rd MOU and the 1st or 2nd MOU, this 3rd MOU shall govern.
2. **Employee Ordered to Quarantine or Diagnosed with COVID-19 and Able to Work.** Paragraph 1 of the 2nd MOU shall be replaced with the following:

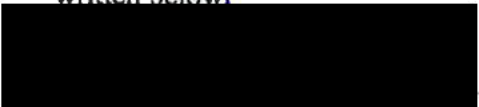
If an employee is diagnosed with COVID-19 or is ordered to quarantine for COVID-19 related reasons by a healthcare provider, the District, or a government agency, s/he will be paid in full and will not need to use any personal or sick leave time if the employee performs remote work for the District during his/her absence or period of quarantine. If no remote work is available and the employee is being quarantined by the District due to a close contact that occurred during in-person work duties being performed on District property or at a District-sponsored event, the employee will be placed on a paid administrative leave with no deduction of sick or personal leave for the period of quarantine. If the quarantine is related to an off-duty incident and no remote work is available, the employee must provide the District's Human Resources Department with proof the employee completed a COVID-19 test or documentation confirming the need to quarantine and the employee must use his/her sick and/or personal leave during the period of quarantine. Whether remote work is unavailable on a given day shall be determined by the Administration in consultation with the Association.

3. Employee Caring for Child Ordered to Quarantine or Diagnosed with COVID-19. Paragraph 2 of the 2nd MOU shall be replaced with the following:

In the event that an employee needs to care for his/her child¹ who has been required to quarantine by a government order, health professional, school, place of care or other mandating authority due to a COVID-19 related reason (exhibiting symptoms, close contact, diagnosed with COVID-19), the employee will be paid in full and will not need to use any personal or sick leave time if the employee performs remote work for the District during his/her absence. If no remote work is available, the employee must use his/her sick and/or personal leave unless the employee provides the District's Human Resources Department with proof of COVID-19 test results for a symptomatic child or documentation from a health professional, school, place of care or other mandating authority confirming the need to quarantine. If such proof is provided, the employee will be placed on a paid administrative leave for the absence not to exceed [10] workdays. If the need to care for a child who is required to quarantine or who is diagnosed with COVID-19 exceeds [10] workdays, the employee must use his/her own personal or sick leave time for the remainder of the absence. Whether remote work is unavailable on a given day shall be determined by the Administration in consultation with the Association.

4. Effective Date and Term. This 2nd MOU is effective immediately upon the receipt of signatures of and ratification by both parties. This 2nd MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable in any School Years other than the 2020-2021 School Year.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals as of the dates written below:


Tamara Prentis, Superintendent

4-12-21
Date


Jared Friebe, HHSTA Co-President

4-8-21
Date


Nick Chavarria, HHSTA Co-President

4.8.21
Date

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¹ "Child" is defined as biological, adopted, or foster child, a stepchild, a legal ward, or a child to whom the employee stands in *loco parentis* who is under age 18 or who is 18 years of age or older and incapable of self-care because of a mental or physical disability.