

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

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

WHEREAS, due to the continued COVID-19 pandemic, the Superintendent developed, with the assistance and input from the HHSTA, a plan to reopen schools (the "Reopening Plan") for the Fall of 2020 and such Plan was shared with the HHSTA; and

WHEREAS, portions of the Reopening Plan impact the HHSTA members' wages, terms and conditions of employment and, as a result, the HHSTA, pursuant to its rights under the *Illinois Educational Labor Relations Act*, demanded to bargain said impact of the Reopening Plan; and

WHEREAS, the Parties have continued to meet and bargain in good faith the impact of the Reopening Plan; and

WHEREAS, the Parties wish to memorialize the understandings reached between them as a result of the impact bargaining related to the Reopening Plan; and

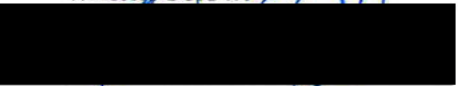
NOW THEREFORE, notwithstanding any provision(s) of the current Collective Bargaining Agreement (the "CBA") between the Parties, the Parties agree to the following:

- 1. Employee Ordered to Quarantine or Diagnosed with COVID-19 and Able to Work.** 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 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 there is no remote work available for the employee. If the quarantine is related to an off-duty incident and no remote work is available, the employee must use his/her sick and/or personal leave, including any sick leave days provided by FFCRA. Whether remote work is unavailable on a given day shall be determined by the Administration in consultation with the Association.
- 2. Employee Caring for Family Member Ordered to Quarantine or Diagnosed with COVID-19.** If an employee needs to care for a family member diagnosed with COVID-19 or who is being quarantined due to COVID-19 related reasons, 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 or period of quarantine. A family member, in this case, is defined as someone living in the household of the employee. If no remote work is available, the employee must use his/her sick and/or personal leave,

including any sick leave days provided by FFCRA. Whether remote work is unavailable on a given day shall be determined by the Administration in consultation with the Association.

3. **Employee Ordered to Quarantine or Diagnosed with COVID-19 and Unable to Work.** If an employee is diagnosed with COVID-19 and is not able to work remotely, the employee will have access to their sick days, the Sick Bank, the expanded leave established by FFCRA, and/or any other applicable laws. Nothing in this MOU prohibits access to other available laws.
4. **Return to Work During Phase Five.** When "Phase Five: Illinois Restored" is implemented, if a teacher is on a paid or unpaid leave and the Board is filling that position with a temporary person (through a long-term sub or overload position), the Board and the employee may mutually agree to end the leave sooner than what was indicated in the leave-of-absence paperwork. The employee will return to a similar district position.
5. **Effective Date and Term.** This MOU is effective immediately upon the receipt of signatures of and ratification by both parties. This 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.


Kevin Camden, President, Board of Education

10.29.2020
Date


Keith Chval, Vice President, Board of Education

10/29/2020
Date


Jared Friebe, HHSTA Co-President

10-22-20
Date


Nick Chavarria, HHSTA Co-President

10/25/20
Date