

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF EDUCATION OF MIDWEST CENTRAL COMMUNITY UNIT
SCHOOL DISTRICT No. 191 AND MIDWEST CENTRAL EDUCATION
ASSOCIATION**

This Memorandum of Understanding is entered into this 21st day of December, 2020 between the Board of Education of Midwest Central Community Unit School District No. 191 ("Board") and the Midwest Central Education Association ("Association").

Recitals

1. The Board and the Association have entered into a Collective Bargaining Agreement ("CBA").
2. The circumstances surrounding the COVID-19 pandemic are unusual and unforeseeable.
3. The Board is aware that the 2020-2021 school year has been challenging for employees in a number of different respects including but not limited to the requirement to be away from work due to state and federal exclusion rules connected with the pandemic.
4. The Board recognizes that the availability of additional sick leave benefits provided by the Federal Families First Coronavirus Response Act (FFCRA) expired on December 31, 2020.
5. The parties desire to enter into this Memorandum of Understanding regarding expanded use of traditional sick leave benefits during the pandemic.

Agreement

1. The recitals set forth above are found to be true and correct.
2. With regard to the 2020-2021 school year, the parties agree as follows:
 - A. Use of Traditional Sick Leave to Care for Child Required to Quarantine or Isolate Due to Concerns with COVID-19. Employees may utilize traditional accumulated sick leave benefits to care for their son or daughter under the age of 14 or with special needs who is required by a health care provider, governmental authority or their public or private school to quarantine as a result of concerns related to COVID-19.
 - B. Use of Sick Leave to Care for Child Who is At Home Due to School or Daycare Closure. Upon exhaustion of any available paid FMLA benefits (if applicable), employees may utilize traditional accumulated sick leave benefits to care for their son or daughter under the age of 14 or with special needs who is at home due to closure of his or her school daycare due to concerns related to COVID-19. This benefit may also be used intermittently where the child is required to be home due to a A/B or other hybrid schedule of the school. However, the benefit is not available if the

parent or guardian of the child voluntarily chooses a remote learning option when the school offers in person instruction.

- C. District Awarded Time for Employees who are the Subject of a Healthy Quarantine Due to a School Related Close Contact Occurring at School. Employees who are required to quarantine because of a school related close contact will not be required to use accumulated sick time. All required time off due to a quarantine related to a school related close contact will be provided to the employee at the District's expense and considered a work day. While being paid without the use of employee leave benefits, employees will be expected to work remotely unless they are prevented from doing so due to their own health condition. Employees have been directed to not be closer than six feet for more than 15 minutes to one another while they are at school; however, the district recognizes that there may be certain learning situations where this may occur. Any staff to staff close contacts that occur outside of school do not qualify for District provided time.
- D. Use of Sick Leave for Employees who are the Subject of a Healthy Quarantine that is not Due to a School Related Close Contact. Employees may utilize accumulated sick leave benefits if they are subject to a Federal, State, or local quarantine or isolation order related to COVID-19, and the isolation or quarantine order is not associated with a school related close contact.
- E. Use of Sick Leave for Employees who are Healthy and Waiting for a Medical Diagnosis. Employees may utilize accumulated sick leave benefits when they are either experiencing symptoms of COVID-19 and are seeking medical diagnosis, or have experienced symptoms of COVID-19 (and have recovered) and are waiting for a medical diagnosis or negative test result.
- F. Remote Work Opportunity. An employee who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19, has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis MAY be allowed, on a case by case basis, to work remotely during their required time off. Employees who are interested in this option must make a request in writing to the Superintendent. The Superintendent will use the following four questions to make a decision on whether the employee will be allowed to remote work:
 - a) What is in the best interest of the students?
 - b) Is the employee able to complete his or her job duties remotely?
 - c) Can the District staff the position with a physical presence?
 - d) Does granting remote work result in any disadvantages to students or operations of the school?


If after careful consideration, the Superintendent decides that remote work is feasible and in the best interest of the students and school, he will communicate that decision to the employee. It is expected that employees who are working remotely keep up on their planning and grading. Remote work expectations will be communicated through the building principals and expectations may vary by building or even by grade level within the same building. Employees may be expected to follow their traditional daily schedule and be available online to assist their students during instructional time. The administration's determination shall be final and not subject to grievance.

- G. Expiration. This Memorandum of Understanding shall automatically expire on June 30, 2021 unless terminated in writing earlier at the Boards discretion based upon a change in policies, procedures, or law. Should termination be necessary for one of these reasons the Board will meet with the MCEA to develop another MOU that takes into consideration the situation at that time.


AGREED AS OF THE DATE SET FORTH ABOVE.

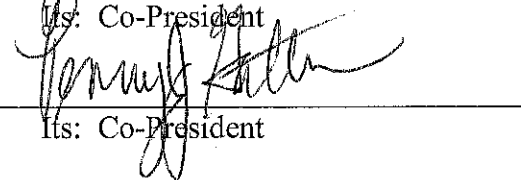
Board of Education of Midwest Central
Community Unit School District No. 191

Midwest Central Education Association

By: 
Its: Board President

By: 
Its: Board Secretary

By: 
Its: Co-President

By: 
Its: Co-President