

MEMORANDUM OF UNDERSTANDING

The Board of Education of Skokie School District 73.5 (the "Board") and the McCracken, Middleton, Meyer Education Association (the "Association") have discussed the unique and unprecedented circumstances associated with the current COVID-19 health pandemic and the impact on staff attendance. The agreement between District 73 ½ and McMea applies exclusively to fully vaccinated bargaining members employed by District 73 ½. The Non-vaccinated staff without an exemption will not receive the accommodations provided in this agreement. As a result of these discussions, the Parties have reached the following understanding:

1. The COVID-19 health pandemic and related public health requirements present significant challenges for the District and the staff to maintain regular attendance and continuity of education for the District's students.
2. In order to alleviate some of the burdens associated with complying with the various public health requirements, including quarantine directives, effective August 23, 2021, and ending on the final day of the 2021-2022 school year, the Parties agree to the options set forth herein to address employee absences specifically related to COVID-19.
3. For purposes of this Memorandum of Understanding, an absence related to COVID-19 shall mean an employee is unable to report to work because he/she:
 - a. is subject to a federal, state, or local quarantine/isolation order related to COVID 19; or
 - b. has been advised by a health care provider to quarantine due to concerns related to COVID-19; or
 - c. is experiencing symptoms of COVID-19, is seeking a medical diagnosis, or has been diagnosed with COVID; or
 - d. is caring for an individual who is subject to a quarantine order or advised by a health care provider to self-quarantine as described in paragraph 3.b; or
 - e. is caring for a son or daughter if the child's classroom, school, or place of care has been closed or the child's care provider is unavailable due to a COVID-19 related reason.
4. The District may request and, if requested, the employee shall provide appropriate documentation to support the reason claimed for the employee's inability to report to work.
5. If an employee is unable to report to work due to one of the reasons set forth in paragraph 3, the District will determine if it is feasible for the employee to telework. If telework is feasible, the employee will be expected to perform their regular job responsibilities and fulfill their regular work-day obligations during any such period of telework. The District reserves the right to re-evaluate the determination of whether telework is feasible and to end such arrangement at its discretion.
6. If an employee is unable to report to work due to one of the reasons set forth in paragraph 3,

and the District determines that telework is not feasible, the employee shall be allowed to access up to a maximum of 10 paid days off as COVID-19 days. Part-time employees are eligible for COVID-19 leave up to the number of hours normally worked, on average, over a 2-week period. These COVID-19 days are solely for the limited purpose specified in this Memorandum of Understanding and are provided in addition to any other paid time off benefit currently available to the employee. However, the COVID-19 days shall not otherwise accumulate, carry over, or be added to the employee's regular sick or personal leave days. The leave days described herein may be taken intermittently but in no less than $\frac{1}{2}$ day increments. Any unused COVID-19 personal days shall not be used for purposes of calculating TRS service credit. The COVID-19 days expire as of the final day of the 2021-2022 school year. If the employee is unable to report to work after utilizing the COVID-19 days, or after the final day of the 2021-2022 school year, then the employee may, if eligible, utilize their regular accrued sick or personal leave days.

7. Payment for the COVID-19 days shall be at 100% of the employee's regular rate of pay if the absence is for any of the reasons set forth in paragraphs 3.a, 3.b or 3.c above. If the absence is for the reasons set forth in paragraph 3.d or 3.e above, payment shall be at 2/3 of the employee's regular rate of pay for those days.
8. This Memorandum of Understanding does not constitute, and shall not be construed as, individual bargaining in violation of the Illinois Educational Labor Relations Act. This Memorandum of Understanding does not constitute an amendment to or revision of the Collective Bargaining Agreement between the Board and the Association. Additionally, nothing herein shall constitute, nor be construed as, a past practice applicable in the future, as the intent of this Memorandum is to address the unique and unprecedented circumstances related to the COVID-19 health pandemic during the 2021-22 school year.
9. If the local, state or federal government enacts legislation regarding Covid-related leaves, the parties will negotiate to ensure that the leave benefits in this MOU are coordinated with any new legislation so that the amount of leave an employee is eligible for is not less than the leave benefits provided in this MOU and not greater than the leave benefits provided by the legislation.

Accepted and agreed to this 8th day of September 2021.

BY:



10.9.21

Authorized Representative – Board

BY:



Katrina Hollenkamp 9-28-21

Authorized Representative - Association