

## **MEMORANDUM OF UNDERSTANDING**

### **MODIFIED - (FFCRA and) 2020-2021 Leaves** **March 15, 2021**

The purpose of this memorandum is to memorialize the understanding reached between the Board of Education for River Forest School District 90 (“Board” or “District”) and the River Forest Education Association (“Association”) (collectively “the parties”) concerning the 2020-2021 school year and the health and leave considerations as a result of the COVID-19 pandemic. The parties understand some River Forest 90 teachers have health conditions that may require extended leave beyond FMLA leave protection and recognize the financial impact on employees who must access expanded FMLA for child-care reasons during the pandemic.

#### **RFEA ABSENCES DUE TO COVID-19 DIAGNOSIS OR SYMPTOMS**

An RFEA member who needs to be absent due to a COVID-19 related diagnosis, or symptoms, who did not have a verified close contact in the work setting at D90, will first access five (5) of their own sick days, or half of their own sick days if they have less than 10 sick days. Then, they will be eligible to apply for days from the RFEA sick bank, and will be able to access up to 15 days. Written medical documentation will be required for such access. If the quarantine or symptoms arise from an onsite transmission, as determined by the D90 infection control officer, D90 will provide the first 10 days of sick leave at no cost to the employee’s accumulated sick balance. Following the use of the 10 days, if leave is still needed, the employee may apply to use RFEA sick bank days.

#### **COVID UNPAID LEAVE OF ABSENCE**

1. For employees whose health conditions requires that they utilize the Family Medical Leave Act (FMLA) protections, the Board will accept leave requests after the conclusion of that time period through the end of the year if the health limitations continue. Employees in this situation may be required to re-certify health conditions with subsequent documentation from their medical provider(s).

To explain further, for employees who exhaust the FMLA leave protections that are provided under law (up to 12 weeks of leave on a 12-month rolling basis), the Board will accept requests from employees to ask for either leave with pay (if they have residual sick leave available after the FMLA period), or leave without pay (if sick leave has been exhausted) through the end of the 2020-21 school year. Employees who have exhausted their sick leave have the ability to appeal to the RFEA for use of the RFEA Sick Leave Bank. Decisions regarding distribution of leave from the RFEA Sick Leave Bank are governed by the RFEA,

consistent with agreed upon terms of the current Collective Bargaining Agreement. Employees who are granted Board-approved extended leave through the end of the school year are required to indicate their intention about returning to D90 in the fall of 2021 no later than May 1, 2021.

Additional continuing leave requests beyond the end of the 2020-21 school year will not be approved. Leave requests will be approved to ensure a position with the District for which the employee is qualified (licensed/certified), but the District will not be able to guarantee that it will be in the current grade level/teaching responsibility or school, though efforts will certainly be made to do so.

If the District were to resume remote instruction for a period exceeding two weeks with the expectation that remote instruction will proceed for an indeterminate length of time, employees on FMLA because of an inability to work in-person will be given the option to reinstate their remote teaching roles. This option will allow employees on FMLA to return to working with students within a reasonable period of time but will avoid potential concern about students having to switch back and forth between their assigned teacher and a long-term substitute.

Employees in the status of “unpaid leave” will be required to pick up the District’s contribution to health insurance, as well as the employee’s portion. This is typical under circumstances where employees have exhausted FMLA leave and will allow employees to retain insurance coverage with the District during a leave of absence.

2. This Memorandum of Understanding shall expire at the end of the 2020-2021 School Year. If and when the state of health emergency is no longer present, the Parties shall meet and confer about any revisions to this Agreement which might be warranted given that change in circumstances.
3. This MOU does not in any way establish a precedent or practice with respect to the Leaves set forth in Article VIII Leaves.
4. The Parties agree that any disputes arising under this Agreement shall be resolved through the Grievance and Arbitration provisions of the 2020-2021 CBA, or any Grievance and Arbitration provisions in the Parties’ collective bargaining agreement in effect at the time any such dispute arises. In the event that the 2020-2021 CBA expires without the Parties’ having executed a successor agreement, until such time as a successor agreement is executed, the Parties agree that the Grievance and Arbitration provisions of the 2020-2021 CBA shall remain in effect for purposes of resolving any disputes that arise under this Agreement.

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Board of Education  
River Forest District 90 Public Schools

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Date

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River Forest District 90  
Education Association

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Date