

MEMORANDUM OF UNDERSTANDING

FFCRA and 2020-2021 Leaves

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.

FFCRA EXPANDED FMLA for Child Care and Sick Leave Day Authorization

1. As incorporated in the Families First Coronavirus Response Act, (FFCRA), the employer shall grant up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child-care provider is closed or unavailable for reasons related to COVID-19. The employee may authorize use of a portion of regular sick leave days, in ½ day increments to receive the difference between two-thirds of their daily rate and their full rate of pay, not to exceed \$511 per day. No teacher shall be paid more than his or her normal daily rate of pay during any absence. Please note that the current FFCRA expires on December 31, 2020.

COVID UNPAID LEAVE OF ABSENCE

2. 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.

3. 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.
4. This MOU does not in any way establish a precedent or practice with respect to the Leaves set forth in Article VIII Leaves.
5. 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.