

**MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 SCHOOL REOPENING PLANS
2020-2021**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Board of Education of Community High School District No. 155**, McHenry and Lake Counties (“the District”) and the **High School District 155 Education Association, IEA-NEA** (“the Association”) (collectively, “the Parties”).

WHEREAS, on March 9, 2020, the Governor of Illinois declared all counties in Illinois as disaster areas due to the COVID-19 pandemic;

WHEREAS, the Governor’s disaster proclamation was subsequently extended and reissued, and a subsequent version of such declaration remains in effect for part or all of the territory of the School District as of the date of this MOU and may be further extended or reissued (the “Disaster Proclamation”); and

WHEREAS, pursuant to Section 7 of the *Illinois Emergency Management Act* and powers granted under the Illinois Constitution and statute, the Governor ordered the closure of all public and private K-12 schools in Illinois through the end of the 2019-2020 school year and directed schools to implement remote learning; and

WHEREAS, on June 26, 2020 and July 24, 2020, the Governor issued Executive Orders 2020-44 and 2020-46, respectively, allowing schools to reopen for in-person educational purposes for the Fall 2020 semester in accordance with Phase 4 of the Governor’s Restore Illinois plan; and

WHEREAS, guidance and recommendations related to the reopening and operation of schools for the duration of the pandemic have been issued and will be issued by the Illinois Department of Public Health (“IDPH”), and the Illinois State Board of Education (“ISBE”), and

WHEREAS, the ISBE has provided and will continue to provide guidance to Illinois school superintendents and their districts on issues related to reopening schools in the Fall of 2020, including guidance emphasizing the recommencement of in-person learning but authorizing school districts to offer remote learning; and

WHEREAS, the Superintendent has developed, with assistance and input from the Association, a plan to reopen schools (the “Reopening Plan”) for Fall 2020, starting with remote learning exclusively in anticipation of phasing to in-person instruction during the 2020-2021 school year, and such Reopening Plan was shared with the Association; and

WHEREAS, portions of the Reopening Plan impact the Association members’ wages, hours, and terms and conditions of employment and, as a result, the Association, 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 met and bargained 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, any provision(s) of the current Collective Bargaining Agreement (the “CBA”) between the Parties notwithstanding, the Parties agree to the following:

1. **Class Periods During Remote Learning.** During remote learning, class schedules will be modified. On Mondays, certified staff will have all 9 periods, as they would normally. On the remaining days of the week, certified staff will teach longer class periods, but each class will meet only on an every-other-day basis. During the days when school is operating on this pseudo-block schedule, certified staff are required to provide a minimum of 30 minutes of live instruction per class period during the assigned class time. certified staff have the autonomy to determine how the instructional minutes will be structured—e.g., using live instruction, preparing asynchronous individual and/or group activities, posting assignments, conducting live check-ins with individuals or groups.
2. **Curriculum.** Certified staff are expected to follow existing curriculum maps to the greatest extent possible, including during remote learning. As the daily class schedule during remote learning will be different than during in-person instruction, certified staff may need to adjust the pacing of each class to cover the necessary curriculum. In the event Course Learning Teams recommend a modification of the curriculum, they will apprise the applicable Division Leader, and the Division Leader may approve or disapprove the recommendation.
3. **Health and Safety Protocols.** Staff are expected to follow all ISBE and IDPH guidelines and District health and safety protocols while on District property, and progressive disciplinary action may result for violations. These protocols include but are not limited to the following, and may be updated based on further ISBE and/or IDPH guidance:
 - a. **Face Masks in Interior Spaces.** Except as indicated below, all certified staff in interior spaces in the District must wear face masks at all times, even if social distancing of six feet between individuals is maintained, unless they (a) have a medical contraindication; (b) have trouble breathing; (c) are unconscious, incapacitated, or otherwise unable to remove the cover without assistance; or (d) are eating or drinking. Certified staff who arrive at school without a face mask will be provided a disposable face mask at no cost.

- b. **Face Masks During Remote Learning.** If the ISBE and/or the IDPH adjust their guidance to allow for certified staff to remove their face masks during remote learning while they are in their own classrooms and not in physical proximity to any students or staff, the District will notify certified staff of that option.
 - c. **Other PPE.** The District will provide additional personal protective equipment, such as KN95 or comparable masks, face shields, gowns, and gloves, to certified staff (i) who work with students who are unable to wear face masks for medical reasons or (ii) in situations where social distancing is not possible. The District also may provide additional PPE as an accommodation to certified staff who request it. The District reserves the right to require certified staff to wear additional PPE in any situation it deems appropriate; in such cases, the District will provide the required PPE. Certified staff will alert their building administration if PPE supplies are running low.
 - d. **Social Distancing.** To the greatest extent possible, certified staff will maintain 6-foot social distancing at all times while on District property. Exceptions are made for brief encounters, such as passing periods or “walk-past” instances, as long as face masks are worn. Within classrooms, furniture will be spaced so as to maintain 6-foot social distancing to the extent possible.
 - e. **Self-Certifications and Temperature Checks.** certified staff must assess themselves for COVID-19 symptoms and daily certify, via an app or other means directed by the District, that they have no COVID-19 symptoms before arriving at work. Upon entry to a District building [at the start of the work day, certified staff also must have their temperature taken at the posted thermometer stations. Certified staff who exhibit COVID-19 symptoms or are running a fever of 100.4°F are not to come to work and must contact their immediate supervisor immediately.
 - f. **Disinfecting Protocols.** Cleaning and disinfecting of all surfaces will be conducted on a regular basis. Custodial staff will have primary responsibility to clean rooms between instructional days and as available during regular school days, while certified staff and paraprofessionals will have primary responsibility to clean or monitor cleaning of surfaces (e.g., wiping desks) between or during classes.
4. **Medical Expenses Resulting from Work with Unmasked Students.** The District will reimburse a certified staff members out-of-pocket medical expenses, up to a maximum of \$10,800, if: (a) the certified staff member has “close contact”—i.e., exposure within 6 feet for at least 15 minutes—with an unmasked student at school and (b) the certified staff member is on the District insurance

plan, and (c) the certified staff members incurs medical expenses related to a COVID-19 diagnosis or treatment as a direct result of the close contact exposure with the student. The District will directly reimburse the certified staff member only for his/her direct medical costs not covered by insurance. The District will reimburse the certified staff member from the District Health Insurance Stabilization Fund.

5. **Availability During Remote Learning.** Certified staff are required to be available to students and parents during their regular contractual work hours every school day, unless they are using available leave.
6. **Certified Staff Evaluations.** The District's evaluation committee will meet to review and revise the District's Evaluation Plan for the 2020-2021 school year. With this plan, non-tenured certified staff will be formally observed 3 times per year. Administrators will not perform observations until the updated Plan is finalized, which must occur no later than November 1, 2020. If no updated Plan is finalized by November 1, 2020, evaluations will be conducted according to the default rules under existing law and ISBE guidance on evaluations. Should the law or guidance change during the 2020-2021 school year, but after an updated Plan has been finalized or after November 1, the parties will meet again to discuss this Paragraph 6.
7. **Evaluation Goal Setting.** For the goal-setting component of the Certified Staff evaluation process, the building principals will develop a building-wide goal regarding use of technology and/or Canvas that will apply to all certified staff who are being evaluated in 2020-2021.
8. **Remote Work in Event of Close Contacts.** If a certified staff member is required to quarantine due to a "close contact" with someone who has or is suspected of having COVID-19, but the certified staff member remains healthy enough to fully complete his/her duties, he/she will be allowed to perform his/her duties remotely for the duration of the quarantine and will not be required to use any leave that would otherwise be available. If the certified staff member is not healthy enough to fully complete his/her duties, he/she would use Emergency Paid Sick Leave under the *Families First Coronavirus Response Act* or his/her other available paid leave, as applicable. If this situation occurs after students return to in-person instruction, the Administration has full discretion to decide whether the certified staff member can teach remotely while the students are in school (with appropriate in-person supervision by a substitute or other adult). The Administration's decision under this Paragraph is not grievable.
9. **Internal Subs.** Building administration may assign all certified staff up to 10 periods of internal substitute work per semester, if needed. This work will be compensated according to the internal substitute rate set forth in the CBA. Administration will attempt to (a) choose internal substitutes who teach five

courses before asking staff who teach six courses to internally substitute, except where an employee who teaches six courses volunteers, and (b) spread these requests across the certified staff so as not to require the same employee to internally substitute disproportionately. Certified staff may volunteer for internal substitute work as usual. Building administration retains sole discretion to choose who to assign as internal substitutes each period.

10. **Work Day.** Administration may adjust the start and end time of the certified staff member work day, including staggered start and end times, to maintain safe operations during the COVID-19 pandemic.
11. **Additional Duties.** In addition to the existing supervisory assignments listed in the CBA, during in-person instruction, staff may be assigned to conduct temperature checks and/or to confirm students' self-certifications (i.e., check their app or form) as they enter the buildings.
12. **Extended Unpaid Leaves of Absence.** Certified staff requesting an unpaid leave of absence related to COVID-19 are required to submit their request at least 5 work days before the proposed start of their leave, rather than the normal 3-month notice. The Board delegates to the Superintendent or his designee the authority to grant or deny these requests. All other requirements of the CBA pertaining to leaves of absence, such as notification of return and implications of a failure to notify of return, remain in effect.
13. **Extracurricular Duties and Stipends.** Extra duty compensation will only be paid for work actually performed. Compensation will be prorated for events/activities/seasons that are abbreviated, calculated on a per-diem basis. The amount of proration for an abbreviated or terminated event/activity/season will be no less than 20% of the regularly scheduled stipend so as to compensate for time spent preparing for performance/competition activities.

All extracurricular activities will be subject to the rules and health/safety protocols of the IHSA, IDPH, and ISBE. Coaches and sponsors will work with Athletic and Activities Directors to determine what extracurricular activities are appropriate to run, and how. District administration will review those plans and make the final determination for which extracurriculars and associated stipends will run.

If an extracurricular activity doesn't run, the coach or sponsor will stay on his/her current experience step as the coach or sponsor of that activity. If an extracurricular activity is ended mid-season due to COVID-related reasons, the coach or sponsor will advance one experience step in that activity, if available.

14. **Equity in Remote Teaching Assignments.** This school year, some certified staff will have 6 instructional assignments, while others will have only 5 instructional

assignments and 1 non-instructional duty (e.g., study hall, cafeteria, hall duty). During remote learning, those non-instructional duties will not be occurring, which would result in an inequity among certified staff. Therefore, certified staff who are assigned only 5 instructional assignments in a given semester will be assigned an additional period of instructional support for students, which may be in the form of a temporary teaching assignment.

15. **Position Reassignments and Eliminations.** Any position reassignments, additions and eliminations that occurred to address COVID-19 related issues/schedules, are not permanent and are intended to be in place for the 2020-2021 school year only.
16. **Future Discussions.** Unless the Parties mutually agree that it is not necessary, the Parties will meet again on or before October 9, 2020, to assess whether additional issues need to be addressed.
17. **Effective Date and Term.** This MOU is effective immediately upon the receipt of signatures 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 year other than the 2020-2021 school year.


IN WITNESS WHEREOF, the Board and the Association have executed this Agreement on the dates written below.

**High School District 155 Education
Association, IEA-NEA**

By: 
President

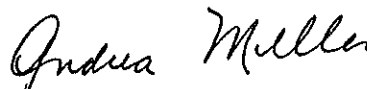
Date: 8/20/20

**Board of Education of
Community High School District No. 155,
McHenry and Lake Counties**

By: 8/20/2020 
Board President

Date:

Attest

By: 
Board Secretary

Date: 8/20/2020