

**MEMORANDUM OF UNDERSTANDING
REGARDING SCHOOL REOPENING UNDER HYBRID
MODEL DUE TO COVID-19
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; and

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 or a hybrid of the two models; and

WHEREAS, the Superintendent has developed, with assistance and input from the Association, a plan to reopen schools for Fall 2020, starting with remote learning exclusively (the “Return to Learn Plan”) in anticipation of phasing to a hybrid model that includes in-person instruction (the “Hybrid Learning Plan”) during the 2020-2021 school year, and such Return to Learn Plan and Hybrid Learning Plan were shared with the Association; and

WHEREAS, portions of the Return to Learn Plan and the Hybrid Learning Plan (collectively, “the Plans”) 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 Plans; and

WHEREAS, the Parties have met and bargained in good faith the impact of the Plans; and

WHEREAS, the Parties memorialized the understandings reached between them as a result of the impact bargaining related to the Return to Learn Plan on August 18, 2020; and

WHEREAS, the Parties wish to memorialize the understandings reached between them as a result of the impact bargaining related to the Hybrid Learning 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. **New MOU.** The District will be moving to the Hybrid Learning Plan, effective October 13, 2020, and as of that date, this MOU will supersede and replace the MOU between the Parties entered into on August 18, 2020.
2. **Class Periods During Hybrid/Remote Learning.** During hybrid/remote learning, class schedules will be modified to 40 minutes in length with a 45-minute student assistance/course learning team period at the end of each day. Teachers will be at school with students every day. Students will be in an A/B structure, with 2-3 days per week of in-person learning and synchronous/asynchronous expectations on their at-home days. While students are at home on their remote days, teachers will provide instruction either synchronously by having the remote students join the classroom via live streaming, or asynchronously by setting up a flipped classroom experience or providing students an assignment that can be done on their own. Attendance will be taken every day for all students in Skyward.

Teachers will continue to cover the traditional curriculum for their course. In its simplest form, teachers will deliver their lesson each day in person to those students in attendance while simultaneously streaming the instruction to those at home. Some disciplines may choose to approach this differently and utilize more of a blended approach, where students in person are engaged with the teacher, while the students at home engage in asynchronous activities that will be used to verify attendance.

3. **Curriculum.** Certified staff are expected to follow existing curriculum maps to the greatest extent possible for all students, regardless of whether they are in person, remote, or a hybrid of the two. 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.

4. **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 to remain compliant with 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 while Alone in Classrooms.** Certified staff may remove their face masks while they are alone behind a closed, locked door in their own classrooms, with appropriate signage posted.
 - 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.
5. **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.
6. **Availability During Work Hours.** 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.
7. **Certified Staff Evaluations.** The District’s evaluation committee met to review and revise the District’s Evaluation Plan for the 2020-2021 school year. Should the law or guidance change during the 2020-2021 school year, the Parties will meet again to discuss this Paragraph.
8. **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.
9. **Remote Work in Event of Close Contacts.** If a certified staff member is required to quarantine due to his/her own COVID-like symptoms or 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 may be allowed to perform his/her duties remotely for the duration of the quarantine and might 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, in the Administration’s discretion, or is not granted permission to teach remotely while the students are in school, he/she would use Emergency Paid Sick Leave under the *Families First Coronavirus Response Act* or his/her other available paid leave, as applicable. 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.

10. **Remote Work for Hard-to-Fill Positions.** In the event Administration is not able to find suitable substitutes or other means to complete the roles and responsibilities of any certified staff member while that staff member would otherwise be on a leave of absence but is otherwise physically able to work (e.g., a childcare leave under the FFCRA), the Administration may ask the staff member whether he/she is willing to complete those duties remotely in lieu of using his/her available leave. This request may be made on a class-by-class basis, or for an entire teaching assignment. Teachers are not required to accept this option if requested. Whether suitable substitutes are available and whether remote work is an option for a particular staff member are in the sole discretion of the Administration and are not grievable.
11. **Increments of Leave.** Expanded FMLA (e-FMLA) and FMLA leaves of absence will be taken in increments of 1/8 of a day. However, other FFCRA leaves of absence related to a COVID-19 quarantine or COVID-19 symptoms (i.e., not childcare due to a school or daycare provider's closure or unavailability due to COVID-19) may not be taken in partial-day increments, except for remote work pursuant to Paragraph 10 above.

For any staff members on leave who are performing remote work pursuant to Paragraph 10, they will receive pay for 1/8 of a day for each class taught. This 1/8 of a day will not be deducted from their available Emergency Paid Sick Leave or sick leave. Additionally, staff members who teach 1-3 classes pursuant to Paragraph 10 will receive pay for one plan period (e.g., a staff member who teaches two classes will get credit for one plan period, and therefore will have only 5/8 of a day of leave deducted), and those who teach four or more classes pursuant to Paragraph 10 will receive credit for two plan periods (e.g., a staff member who teaches five classes will get credit for two plan periods, and therefore will have only 1/8 of a day of leave deducted). For the subsequent remainder of each day of leave, the staff member will receive pay according to the provisions of FFCRA, and appropriate leave (EPSL, sick leave, etc.) will be applied.

12. **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.

13. **Lesson Plans and Grading Before or After Absences.** Certified staff who are absent on an intermittent basis will complete lesson plans for the days they are absent and will grade all necessary assessments following their return from the absence. Lesson planning and grading for any other absences will be according to normal District expectations.
14. **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.
15. **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.
16. **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. Certified staff returning from an unpaid leave of absence related to COVID-19 are required to submit their notice of intent to return at least 20 school days before the end of the semester preceding their return, rather than the normal 60-day 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 implications of a failure to notify of return, remain in effect.
17. **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.

- 18. **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.
- 19. **Future Discussions.** Either Party can request to revisit this MOU to discuss future issues that arise from changing circumstances related to COVID-19.
- 20. **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

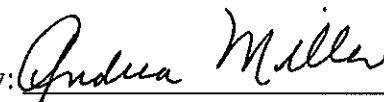
Date: 10/9/20

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

By: 
Board President

Date: 10/20/2020

Attest

By: 
Board Secretary

Date: 10/20/2020