

**SECOND MEMORANDUM OF UNDERSTANDING  
REGARDING COVID-19 SCHOOL RE-OPENING PLANS  
2020-2021**

This Second Memorandum of Understanding (“MOU No. 2”) is entered into by and between the Board of Education Keeneyville Elementary School District (the “District”) and the Keeneyville Education Association, an affiliate of the Illinois Education Association and National Education Association (the “Association”) (collectively, the “Parties”).

**WHEREAS**, due to the continued COVID-19 pandemic, the Superintendent developed, with the assistance and input from the Association, a plan to reopen schools (the “Return to Learn Plan”) for the 2020-2021 school year and such Plan was shared with the Association; and

**WHEREAS**, portions of the Return to Learn Plan impact the Association members’ 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 continued to meet and bargain in good faith the impact of the Return to Learn Plan; and

**WHEREAS**, the Parties wish to memorialize the understandings reached between them as a result of the impact bargaining related to the Return to Learn Plan; and

**NOW THEREFORE**, notwithstanding any provision(s) of the current Collective Bargaining Agreement (the “CBA”) between the Parties, the Parties agree to the following:

1. **Conflict Between MOUs.** In the event of any conflict between this MOU No. 2 and the MOU executed on September 2, 2020 (“MOU No. 1”), this MOU No. 2 shall govern.
2. **Student School Day.** Commencing on October 16, 2020, the District will begin to phase in a hybrid learning AM/PM schedule (the “hybrid schedule”) as set forth in the Return to Learn Plan. Under the hybrid schedule, the middle school student day shall run from 7:45 a.m. until 10:23 a.m. for AM students and from 11:23 a.m. until 2:01 p.m. for PM students, Monday through Friday. The elementary school student day shall run from 8:30 a.m. until 11:00 a.m. for AM students and from 12:20 p.m. until 2:50 p.m. for PM students, Monday through Friday. As of October 19, 2020, all elementary grades K-5 will maintain the hybrid schedule going forward even if a grade level or class reverts to full remote learning. For the middle school, after a grade level or class commences in-person instruction in the hybrid schedule, the grade level or class will maintain the hybrid schedule even if a grade level or class reverts to full remote learning.

3. **Teacher Workday Start Time.** Under the hybrid schedule, middle school teachers must be present in their classroom no later than 7:30 a.m. and elementary school teachers must be present in their classroom no later than 8:15 a.m. If the grade level reverts to full remote learning, the fifteen (15) minutes prior to the beginning of the Student School Day addressed in Paragraph 1 above is part of the normal workday and the administration may use such time to provide professional development with the assistance of teachers and for teachers to perform other job related duties in the school. As of October 19, 2020, all elementary grades K-5 will maintain the hybrid schedule going forward even if a grade level or class reverts to full remote learning. For the middle school, after a grade level or class commences in-person instruction in the hybrid schedule, the grade level or class will maintain the hybrid schedule even if a grade level or class reverts to full remote learning.
4. **Workday End Time.** Under the hybrid schedule, the end of the workday for middle school teachers will be 3:00 p.m. Monday, Tuesday, Thursday, and Friday and 3:15 p.m. on Wednesday. The end of the workday for elementary school teachers will be 3:45 p.m. Monday, Tuesday, Thursday, and Friday and 4:00 p.m. on Wednesday. All staff will be required to leave the building no later than 6:00 p.m. after the end of each workday to allow additional time for cleaning and disinfecting. As of October 19, 2020, all elementary grades K-5 will maintain the hybrid schedule going forward even if a grade level or class reverts to full remote learning. For the middle school, after a grade level or class commences in-person instruction in the hybrid schedule, the grade level or class will maintain the hybrid schedule even if a grade level or class reverts to full remote learning.
5. **Wednesday Planning Time.** Additional planning time on Wednesday will not be in accordance with Section 7.8 of the CBA. However, time on at least two (2) Wednesdays per month shall be designated for team planning and professional development with activities related to school improvement priorities as determined by the school improvement team and, at the discretion of the principal, a portion of the time may be used for faculty meetings. These activities will occur from 2:10 p.m. until 3:15 p.m. for middle school teachers and from 3:00 p.m. until 4:00 p.m. for elementary school teachers. Should the monthly Wednesday be designated as a personal plan time, teachers may leave the building after all students have left the building and engage in this plan time remotely.
6. **Remote Work Wednesdays.** Commencing on October 16, 2020, elementary school teachers may no longer work remotely on Wednesdays unless directed otherwise by the Superintendent or his designee. Commencing on November 16, 2020, middle school teachers may no longer work remotely on Wednesdays unless directed otherwise by the Superintendent or his designee.
7. **2020-2021 Teacher Evaluations.**
  - a. Tenured Teachers Scheduled to Be Evaluated in 2020-2021: Please see MOU No. 1 except if there is a concern with a teacher's performance, a

minimum of two (2) informal observations will be completed and the District may determine that the teacher will be formally evaluated during the 2021-2022 school year. The teacher will be notified by May 1, 2021, if it has been determined that he/she will be formally evaluated in 2021-2022.


- b. Non-Tenured Teachers: Performance evaluations are waived for non-tenured teachers who were scheduled to be evaluated during the 2020-2021 school year. Said teachers will default to a "Proficient" summative rating for 2020-2021. The Administration may perform both formal and informal observations in both the remote and in-person settings in order to support the teacher. If there are performance issues, the teacher will be issued a Notice of Concern that may be used as the basis for a nonrenewal of the teacher's employment at the end of the school year.


**8. 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 shall not be binding or enforceable in any school years other than the 2020-2021 School Year.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals as of the dates written below.

  
\_\_\_\_\_  
Dr. Omar Castillo, Superintendent, District

  
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Date

  
\_\_\_\_\_  
Terrence Karner, President, Association

  
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Date