

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

This Memorandum of Understanding (“MOU”) 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, on March 9, 2020, Illinois Governor Pritzker declared all counties in Illinois as disaster areas due to COVID-19, this declaration 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 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 for the Fall 2020 semester, but authorizing school districts to include within their remote and blended learning plans a process for remote learning options to occur simultaneously with in-person instruction, and suggesting consideration of planning for remote instruction for certain student populations for medical reasons; and

WHEREAS, the Superintendent has developed, with the assistance and input from the Association, a plan to reopen schools (the “Reopening Plan”) for the Fall of 2020 and such Plan was shared with the Association; and

WHEREAS, portions of the Reopening 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 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, notwithstanding any provision(s) of the current Collective Bargaining Agreement (the "CBA") between the Parties, the Parties agree to the following:

1. **Student School Day.** For the duration of in-person and remote learning during the 2020-2021 school year, the middle school student day shall run from 7:45 a.m. until 1:45 p.m. Monday through Friday. The elementary school student day shall run from 8:30 a.m. until 2:30 p.m. Monday through Friday.
2. **Teacher Work Day Start Time.** For the duration of in-person and remote learning during the 2020-2021 school year, 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. During periods of 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 work day 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.
3. **Work Day End Time.** For the duration of in-person and remote learning during the 2020-2021 school year, the end of the work day 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 work day 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 thirty (30) minutes after the end of each work day to allow additional time for cleaning and disinfecting.
4. **Drop-Off and Pick-Up Assistance.** All middle school and elementary school teachers at all buildings will be required to assist with student drop-off and pick-up. Middle school student drop-off will begin at 7:30 a.m. and pick-up will begin at 1:45 p.m. Elementary school student drop-off will begin at 8:15 a.m. and pick-up will begin at 2:30 p.m.
5. **Teacher Lunch and Planning Time.** All middle school and elementary school teachers will receive a thirty (30) minute duty free lunch each day. For the duration of in-person and remote learning during the 2020-2021 school year, elementary school teachers will receive additional planning time at the end of the school day and not during the duty-free lunch period, as per Section 7.1.5 of the CBA. Additional planning time at the end of each school day for all teachers will be temporary during this period in order to prepare for instruction during this unprecedented time. The use of any additional planning time for all teachers on Monday, Tuesday, Thursday, and Friday will be as determined by District administration from time to time. Additional planning time on Wednesday will be as per Section 7.8 of the CBA. During periods of remote learning, if middle school

teacher are not allotted the minimum amount of planning time per Section 7.2 of the CBA, any minutes not provided Monday through Thursday will be provided to the middle school teachers on Friday.

6. **Grade Level Changes.** Teachers may be asked to teach a different grade level at any time during this period, depending on the number of students who sign-up for in-person instruction and remote instruction. Teachers will first be asked to volunteer to transfer grade levels. In the event there are no volunteers or if there is an insufficient number of volunteers, then the teacher with the least seniority will be required to transfer to the vacant position.

7. **COVID-19 Related Absences.**

- a. ***Families First Coronavirus Response Act.*** The *Families First Coronavirus Response Act* (FFCRA) provides teachers with up to ten (10) work days of paid sick leave and up to ten (10) work weeks of expanded family and medical leave (EFMLA) for child care reasons. The ten (10) work days of paid sick leave is in addition to the paid sick leave provided to teachers per the CBA and it is a total of ten (10) days (not ten (10) days per incident). The ten (10) weeks of EFMLA leave for child care reasons, however, is not in addition to the normal twelve (12) weeks of FMLA leave, but instead is part of the twelve (12) weeks of FMLA leave. The FFCRA leave rights expire on December 31, 2020, unless renewed in which case they would continue for the duration of the renewal.

A teacher is entitled to take FFCRA leave for the following COVID-19 related reasons and subject to the following limitations:

- i. is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
 - May use the ten (10) FFCRA sick leave days for full pay not to exceed \$511 per day (\$5,110 total).
- ii. has been advised by a health care provider to self-quarantine related to COVID-19;
 - May use the ten (10) FFCRA sick leave days for full pay not to exceed \$511 per day (\$5,110 total).
- iii. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - May use the ten (10) FFCRA sick leave days for full pay not to exceed \$511 per day (\$5,110 total).
- iv. is caring for an individual subject to i or ii above;
 - May use the ten (10) FFCRA sick leave days for 2/3 pay not to exceed \$200 per day (\$2,000 total).

- v. is caring for his/her child whose school or place of care is closed due to COVID-19 related reasons.
 - May use the ten (10) FFCRA sick leave days for 2/3 pay not to exceed \$200 per day (\$2,000 total); and
 - May use the ten (10) weeks FMLA leave for 2/3 pay not to exceed \$200 per day (\$10,000 total).
 - May combine FFCRA sick leave and FMLA leave for a total of twelve (12 weeks) for 2/3 pay not to exceed \$200 per day (\$12,000 total).

- b. **COVID-19 Symptoms or Illness.** If a teacher who is performing in-person instruction or other in-person job duties on school property is unable to work due to experiencing COVID-19 symptoms and seeking a diagnosis OR due to being diagnosed with COVID-19, the teacher may use the ten (10) FFCRA sick leave days subject to the \$511 per day cap or the teacher's own accumulated sick leave/personal days.

- c. **COVID-19 Quarantine.** During the 2020-2021 school year, teachers may be required to quarantine for COVID-19 related reasons. Teachers who are quarantined shall be subject to the following provisions.
 - i. Quarantine Related to a District Incident: In the event that a teacher is required to quarantine by the District due to an incident that occurred during in-person instruction or other in-person job duties performed on school property by the teacher, the District will attempt to find remote work for the teacher, provided the teacher is able to work (not ill), subject to the discretion of the Superintendent, for the duration of the quarantine. If no remote work duties are available or appropriate for the teacher, he/she shall be placed on a paid administrative leave of absence with no deduction of sick or personal leave for the duration of the quarantine. If the teacher becomes ill and is unable to work during the quarantine period, see "COVID-19 Symptoms or Illness" in Paragraph 7.b below.

 - ii. Quarantine Unrelated to a District Incident: In the event that a teacher is caring for his/her sick child who is required to quarantine or the teacher himself/herself is required to quarantine by a government order, health professional, or other mandating authority, due to an incident that is not related to the District (off-duty incident), the District will attempt to find remote work for the teacher, provided the teacher is able to work (not ill), subject to the discretion of the Superintendent, for the duration of the quarantine. If no remote work duties are available or appropriate for the teacher, he/she may use the ten (10) FFCRA sick leave days subject to the \$511 per day cap or the teacher's own accumulated sick leave/personal days. If the teacher becomes ill and is unable to work

during the quarantine period, see “COVID-19 Symptoms or Illness” in Paragraph 7.b above.

8. **Sick Leave Bank Election to Participate.** Any teacher who is not currently participating in the sick leave bank set forth in Section 12.12 of the CBA shall be allowed a one-time exception to submit a notice of intent to participate on or before September 30, 2020.
9. **Remote Work Wednesdays.** Each teacher shall be permitted to work remotely off of school premises on Wednesdays beginning September 9, 2020, through November 4, 2020. If a teacher chooses to work remotely, they must notify the building administrator 24 hours before.

Teachers working from home must meet the following conditions:

- a. The teacher must be accessible to students, staff and administration during the Teacher Work Day by email, virtual conference or telephone as needed and necessary to perform duties successfully;
- b. The teacher accepts the responsibility and cost of maintaining quality internet connection for remote teaching and shall not be reimbursed for any cost associated with work from home (e.g., phone and material expenses);
- c. The teacher will appear professional in dress and appearance at all times (as if in-person with students and staff);
- d. The teacher must maintain an indoor designated workspace that is free from distractions and extraneous noises during lessons.

The Remote Work Wednesdays will continue through November 4, 2020 or until we return to in-person learning whichever comes first.

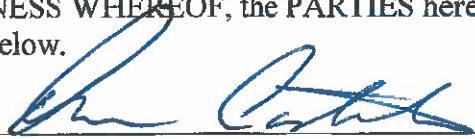
10. **Teacher Evaluations.**

- a. Tenured Teachers Scheduled to Be Evaluated in 2020-2021: The District PERA Joint Committee has agreed that performance evaluations are hereby waived for 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 unless their prior evaluation rating was Excellent in which case they shall default to an “Excellent” summative rating. If, however, a tenured teacher is having significant performance issues during the 2020-2021 school year, the administration may begin a formal evaluation process concluding with a summative rating based on 100% professional practice. Any such evaluation will be conducted in accordance with the District’s Teacher Evaluation Plan, guidance issued by the Illinois State Board of Education (“ISBE”) and any modifications to the District’s Teacher Evaluation Plan agreed upon by the District’s PERA Joint Committee.

- b. Non-Tenured Teachers: Performance evaluations for non-tenured teachers shall be conducted during the 2020-2021 school year pursuant to the District's Teacher Evaluation Plan and in accordance with guidance issued by the ISBE and any modifications to the District's Teacher Evaluation Plan agreed upon by the District's PERA Joint Committee.

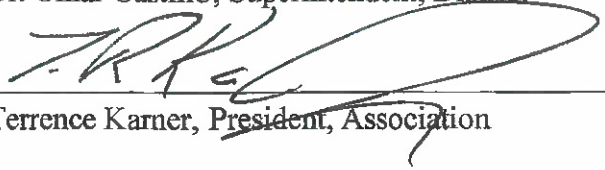
11. Effective Date and Term. This MOU is effective immediately upon the receipt of signatures by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable in any school years other than the 2020-2021 School Year.

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



Dr. Omar Castillo, Superintendent, District

9/2/2020
Date



Terrence Karner, President, Association

9/2/2020
Date