

Memorandum of Agreement

This Memorandum of Agreement (the “MOA”) between Oak Park and River Forest High School District 200 (the “District”) and the Faculty Senate, IEA/NEA (the “Union”) (collectively, “the Parties”) serves to memorialize that the Parties agreed to the non-precedential provisions for the second semester of the 2020-2021 school year as set forth below.

WITNESSETH

WHEREAS, the Union is the exclusive bargaining representative for all full-time and part-time licensed faculty who are employees of the District, excluding all supervisory, managerial, and confidential employees as defined under the Illinois Educational Labor Relations Act, including division heads, the athletic director and any other directors (the “Union Employees” or “Teachers”), as set forth in Article 2, Section A of the 2018–2022 Collective Bargaining Agreement between the Parties (the “CBA”);

WHEREAS, beginning in March 2020 and continuing through the date of this MOA, Governor JB Pritzker has declared all counties in the State of Illinois as a disaster area in response to the COVID-19 Pandemic;

WHEREAS, the Illinois State Board of Education (ISBE) and Illinois Department of Public Health (IDPH) published guidance for how Pre-Kindergarten through 12th grade schools can safely transition to in-person instruction beginning in the Fall 2020;

WHEREAS, adherence to the Illinois School Code as well as the ISBE and IDPH guidance impacts the working conditions of employees within the District;

WHEREAS, considering the current circumstances, including but not limited to the necessity for a hybrid plan of instruction, the Parties have agreed to certain items set forth herein relative to the working conditions of employees for the second semester of the 2020–2021 school year;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. **Modified Bell Schedule**

For purposes of this MOA only, the District agrees to modify its bell schedule as follows with the understanding that all IDPH and social distancing guidelines will be followed at all times:

Time Periods	A Day	B Day
8:00 - 9:00	Period 1	Period 6
9:05 - 10:05	Period 2	Period 7
10:10 - 10:25	Advisory	Advisory
10:30 - 11:30	Period 3	Period 8
11:35 - 12:35	Period 4	Period 5
12:35 - 1:20	TRAVEL/LUNCH	TRAVEL/LUNCH
1:20 - 2:20	In-Person Content Tutoring Scheduled and assigned student support/social-emotional learning interventions: <ul style="list-style-type: none"> ● Counseling activities ● Social work groups 	In-Person Content Tutoring Scheduled and assigned student support/social-emotional learning interventions: <ul style="list-style-type: none"> ● Counseling activities ● Social work groups
2:20 - 3:11	M, T, Th, F: Teacher Office Hours W: Teacher Flexible Collaboration Time/ CARE Teams Scheduled and assigned student support/social-emotional learning interventions: <ul style="list-style-type: none"> ● Counseling activities ● Social work groups 	M, T, Th, F: Teacher Office Hours W: Teacher Flexible Collaboration Time/ CARE Teams Scheduled and assigned student support/social-emotional learning interventions: <ul style="list-style-type: none"> ● Counseling activities ● Social work groups

2. Supervisory Assignments and Office Hours

For faculty members who are teaching in-person during hybrid learning, supervisory periods will exist in two forms - study halls and in-person tutoring as follows:

- Study Halls

Approximately 43 teachers will be assigned to supervise a study hall as part of their 8-period day, resulting in a supervisory assignment on either an A or B day.

- **In-Person Content Tutoring**

From 1:20-2:20 all teachers who are not exempt from supervisory assignments or assigned a study hall (approximately 144) will be assigned to in-person content tutoring on either the A or B day.

Existing contractual exemptions from supervisory assignments will remain intact. Our teacher supervisory committee will meet prior to the transition to hybrid learning to determine assignment to supervisory assignments.

During Office Hours, teachers are expected to be available to students either in-person or remotely to provide support, tutoring, or to otherwise assist them with learning in their classes.

3. Spaces for Staff Lunches and Preparation Periods

All faculty members will be provided with a safe and, at least six foot, socially distant space to eat lunch during their non-contractual lunch period and to work during their preparation period.

4. COVID-19 Accommodations / Leaves

Faculty members may apply for accommodations if they are a caregiver for a family member whose medical condition (as verified by a medical certification) puts them in a high risk category and limits the employee's ability to safely work onsite during the COVID-19 pandemic. The District's confirmation and maintenance of these medical documents will be in accordance with the HIPAA and all other medical confidentiality laws of the family member.

Faculty members who receive accommodations would continue to teach remotely at the time at which the district moves to the hybrid plan.

Faculty members who experience a sudden disruption to, or loss of childcare due to COVID-19-related closures may teach remotely until alternate childcare is obtained. Faculty members will be required to provide proof of closure of their child's school or daycare through documentation from the school or daycare or that there is no available caregiver to care for the child and an affirmation that no other suitable childcare exists when requesting such adjustment. The employee will provide a letter outlining the reason(s) why there is no other suitable childcare available.

Any teacher who needs to take a leave of absence in the hybrid plan will start their leave on the date that the hybrid plan goes into effect and will remain on leave until the end of the second semester.

All requests for leaves/accommodations related to COVID-19 need to be submitted by December 15, 2020, if possible. However, the District understands the need to be flexible with medical documentation and accommodation requests due to the current strain on medical facilities. The District shall extend reasonable extensions for requests.

Any teacher on leave will provide written notification to the district by May 1, 2021 stating their intent to return to the district for the 2021-2022 school year.

5. Saliva Testing

The District will incorporate a weekly voluntary saliva-based testing as part of the daily symptom and temperature check screening process.

- A Board-approved form of saliva-based testing will be used.
- The saliva-based test is not a “diagnostic test,” but rather a screening tool (similar to other screening measures) to indicate a possible COVID-19 case.
- The saliva-based testing will be used to solely provide indication of a possible current COVID 19 condition. There will be no antibody testing or any other testing for anything beyond the employees current COVID-19 status.
- Samples will not be retained after testing.
- Where saliva-based test yields a positive indication, the employee will immediately be notified consistent with the screening protocol and will be sent home in accordance with current IDPH and local health department guidance. The employee should consult their health provider and undergo a diagnostic COVID-19 test thereafter.

Faculty members who consent to saliva testing and sign a Consent and Waiver form provided by the District, will receive up to 14 additional sick leave days to be applied in the event they test positive for COVID-19 and are not able to work remotely during the period of illness/quarantine.

6. Quarantine

If a member of the faculty is required by the district to isolate or quarantine, the district will allow the teacher to work remotely for the duration of the quarantine period. If a teacher is required to isolate or quarantine by duly authorized person or entity other than the District, or is unable to work

in person for one or more of the reasons set forth in the FFCRA, the district will allow the teacher to work remotely for the duration of the quarantine period at which time they will provide proof of release of their quarantine from their local health department.

7. Non-Precedential Agreement

All other provisions of the Agreement between the Board and the Association shall remain in effect except to the extent such provisions have been durationally modified by this MOA. This MOA shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this MOA. Nothing in this MOA shall constitute or create a status quo with respect to any CBA provisions or any terms and conditions of employment.

8. Effect of Agreement

This MOA applies, specifically, to the working conditions of employees during the second semester of the 2020–2021 school year and does not modify, amend, or otherwise affect any provision of the CBA.

9. Entire Agreement and Amendment

This MOA sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed or implied between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to this MOA shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

10. Effective Date

This MOA applies to the second semester of the 2020-2021 school year and does not modify, amend, or otherwise affect any provision of the Parties' CBA.

11. Authorized Representatives

The District and Union, respectively, represent that the person signing this MOA is duly authorized to do so on its behalf.

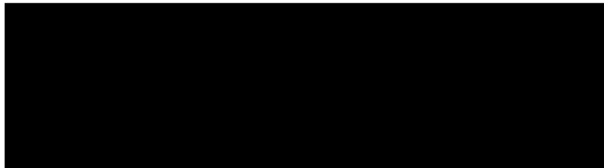
12. Counterparts

This MOA may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

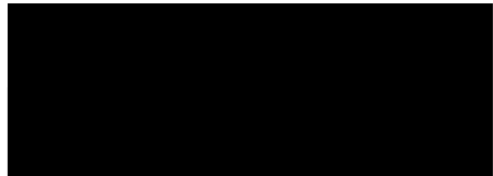
IN WITNESS WHEREOF, the Union and The District have caused this Agreement to be executed by the signatures of their authorized representatives as set forth below.

Faculty Senate, IEA/NEA

**Oak Park and River Forest High School
District 200**



By: _____
Sheila Hardin, Faculty Senate Chairperson



By: _____
Dr. Joylynn Pruitt-Adams, Superintendent

Date: Dec. 11, 2020

Date: December 16, 2020