

MEMORANDUM OF UNDERSTANDING
Changes in Working Conditions Due to COVID-19

The Hinsdale Township High School District No. 86 ("District") and the Hinsdale Township High School Support Staff Association ("Association") enter into this Memorandum of Understanding ("MOU") on the 13th of August, 2020, regarding changes in working conditions related to the Coronavirus Disease 2019 ("COVID 19") pandemic.

WHEREAS, the Parties have entered into the 2016–2021 Collective Bargaining Agreement ("CBA") between the District and the Association;

WHEREAS, on March 13, 2020, the District closed its schools in response to COVID 19 public health concerns, as it is a respiratory illness that can spread from person-to-person, and developed distance learning materials for students and families during the emergency school closure;

WHEREAS, Governor Pritzker has since issued Executive Orders 05-2020 and 06-2020 ordering the closure of all Illinois school buildings for purposes of in-person classroom instruction from March 17, 2020, through the end of the 2019-2020 school year while allowing schools to establish and maintain distance learning programs, and the parties anticipate the Governor may extend the school closure order further;

WHEREAS, the Parties desire to clarify the duties and benefits of Association staff providing hybrid and/or distance learning materials and support to students and families during the COVID 19 pandemic;

WHEREAS, the terms identified below are for the sole purpose of addressing the duties and benefits of Association-represented staff ("Employees") during the COVID-19 pandemic and do not constitute an amendment to or revision of the CBA; and

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

- 1.1.** "Distance learning" shall be defined as educational support in which the student and Employee are in separate locations other than school, including but not limited to online instruction, assignments, take home packets, phone calls, emails, text reminder applications, and other means of communication.

2. Collective Bargaining Agreement

- 2.1.** Labor-Management Meetings, as established by CBA 4.8, shall meet by video-conference for the duration of the COVID-19 pandemic. Each party shall provide agenda items that include all the topics for discussion at least 24 hours in advance of the meeting. Any such meeting shall be limited in time, not to exceed two (2) hours, except in extenuating circumstances.
- 2.2.** For the duration of the COVID-19 pandemic, the Parties agree to amend CBA 5.1 to: "The basic work day of full-time Employees shall consist of up to eight (8) consecutive clock hours, except when Employees have agreed to work flexible hours to support distance learning, which shall include thirty (30) minutes of unpaid duty free time for lunch."
- 2.3.** For the duration of the COVID-19 pandemic, the Parties agree to amend CBA 5.2 to: "The length of the work year for Employees shall not exceed 182 working days, except for twelve (12)-month student safety employees who shall work 260 days. The 182-day work year shall align with the student attendance calendar. Three (3) of the 182 working days shall be professional development days provided by the District. Employees shall receive notification for any scheduled professional development activity at least one (1) business day in advance. In the event of an absence, Employees shall be provided the opportunity to make up the professional development or be responsible for completing an alternative in lieu of the missed professional development."
- 2.4.** The Parties agree to convert the Columbus Day holiday, which is considered a paid holiday for eligible full-time Employees according to CBA 5.3.1, into one (1) "Floating Holiday" for all Employees which may be used as a personal day for the duration of the 2020-2021 school year.
- 2.5.** For the duration of the COVID-19 pandemic, the Parties agree to amend CBA 5.3.2 to: "To be eligible for holiday pay, an Employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless the Employee is on an

approved leave status (e.g., vacation, sick leave, etc.), including but not limited to a need to request leave due to COVID-19.”

- 2.6. For the duration of the COVID-19 pandemic, the Parties agree to amend CBA 5.11 to: “Paraprofessionals shall be notified one (1) working day before the beginning of the semester of their working assignment and schedule for the following semester. It is understood that the assignments may be changed by the Administration.”
- 2.7. The Parties agree to commence negotiations to revise the evaluation process for the 2020-2021 school year within two weeks of the effective signing date of this agreement. Furthermore, evaluations shall be suspended for the duration of this agreement for all non-probationary Employees until a new agreement between the Parties has been reached. (CBA 6.1-6.3)

3. In-person Working Conditions

- 3.1. The District shall provide all Employees with appropriate personal protective equipment (“PPE”) when safe social distancing is not possible, including but not limited to disposable gowns and gloves, masks, face shields, disinfectant wipes or sprays, hand soap, and other supplies as necessary to reduce and prevent the spread of COVID-19.
- 3.2. The Parties agree to continue having discussions addressing safety concerns and procedures used to reduce and prevent the spread of COVID-19, particularly in situations when Employees are requested to attend any activities or events which occur off-campus.
- 3.3. The District shall not require in-person staff meetings, department meetings, professional development, or other staff gatherings/meetings if the District cannot ensure safe social distancing guidelines are followed for all Employees for the duration of the meeting and for entering/leaving the meeting.

4. Distance Learning Working Conditions

- 4.1. The District acknowledges that all Employees could face scheduling challenges due to personal reasons and will work to accommodate Employees who request to maintain a flexible daily schedule when providing distance learning support.
- 4.2. For Employees who are required to provide printed materials to students, the District shall be responsible for printing such materials or providing the Employee access to duplication equipment as necessary.

- 4.3. Employees who use their own vehicle for distributing learning materials will be reimbursed for mileage based on current IRS reimbursement rates and will not be held accountable when the physical distribution of materials is prohibited or otherwise impractical, such as when a student has moved too far from the District.
- 4.4. The District will provide all necessary equipment and, when necessary and possible, internet connections to Employees providing support for distance learning and/or being asked to complete assignments or professional development off-campus.
- 4.5. Employees shall not be held liable for accidental damage to District equipment issued to Employees providing support for distance learning and/or being asked to complete assignments or professional development off-campus.
- 4.6. Employees will not be held responsible if technologies are disrupted or otherwise insufficient to support distance learning. Employees are expected to report disruptions or other technology-related issues to technology support personnel at the earliest opportunity.
- 4.7. The District will provide Employees with general technical support for distance learning access to approved learning platforms to support in-person and distance learning, including but not limited to access to technical services personnel, helplines, instruction on distance learning platforms, and any instructional materials.
- 4.8. Employees shall not be required to provide personal cell phone numbers or email addresses in communication with parents or students. The District will be responsible for providing a virtual teleconferencing option that maintains the privacy of Employees' personal contact information.
- 4.9. Employees will work to minimize distractions within the distance learning setting that may negatively impact student support and will not be disciplined for the actions of any household members that may be witnessed or heard by students or other District Employees.
- 4.10. The District will provide access to student information necessary for Employees to support students during distance learning, including but not limited to, when applicable, any behavior and/or individual education plans.

5. Leave and Compensation

- 5.1. The Parties understand that that Employees may request to rescind any approved current or future leave requests and each request of this nature will be evaluated for approval by the District on a case-by-case basis if possible.

- 5.2.** The Parties agree to continue discussing and negotiating the creation of a devoted COVID-19 “sick leave bank” to be used during the duration of the COVID 19 pandemic or the duration of 2020-2021 school year, whichever comes first.

6. Effect of Government-imposed Conditions

Should a State or Federal agency or official lawfully order that District 86 provide student instruction or other student services, which cannot be implemented without violating the terms of this MOU, the parties shall reopen only those terms of this MOU that must be adjusted in order to implement such orders.

7. Entire Understanding

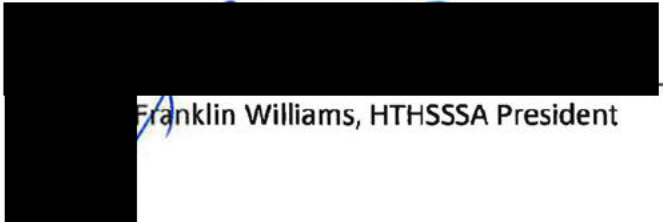
The terms set forth in this MOU represent all promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understandings whether oral or written, expressed or implied exist between the Parties.

8. Effective Date

This MOU is effective August 13, 2020, and is non-precedential, shall not be deemed to establish a past practice, and shall expire at the end of the COVID 19 pandemic, or the established 2020-2021 School Year, whichever comes first.

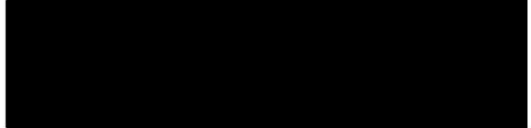
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the 13th day of August, 2020.

For the Hinsdale Township High School Support Staff Association, Inc., IEA/NEA

_____
Franklin Williams, HTHSSA President

8/10/20
Date

For the Board of Education of Hinsdale Township High School District 86, DuPage and Cook counties, Illinois

_____
Kevin Camden, BOE President

8/13/2020
Date

_____
Mary Dudek, Interim Human Resources Director

8/18/2020
Date