

## MEMORANDUM of UNDERSTANDING

This MOU is between the Board of Education of Will County School District 92 (“Board” or “District”) and the Will County District #92 Council, AFT Local 604, Lockport, Illinois, (“Union”).

This MOU is the result of ongoing discussions between the District and Union regarding the models to be used to safely educate our students during the 2021-22 school year, following the COVID-19 pandemic.

It is recognized that for the 2021-22 school year, the Illinois State Board of Education requires all public schools in Illinois to provide full-day in-person learning for all student attendance days, provided that, pursuant to 105 ILCS 5/10-30 and 105 ILCS 5/34-18.66, remote instruction be made available for students who are not eligible for a COVID-19 vaccine **and** are under an exclusion/quarantine order by a local public health department or the Illinois Department of Public Health.

The Board and the Union agree that due to these unique circumstances, this MOU shall not establish any policy, practice, precedent, or binding interpretation of the 2020/2021-2022/2023 Agreement between the Board and the Union (“CBA”) or the pending CBA being negotiated for the 2021/22 school year. The Board and the Union further agree that this MOU shall not be construed as an amendment, modification, or re-opening of the CBA.

The Parties agree that the District will, for the 2021/22 school year only:

- District 92 will use the criteria contained in the most current guidance from the Illinois Department of Public Health (IDPH) and/or the Illinois State Board of Education (ISBE) for decisions related to quarantining students and staff.
- Per the ISBE directive, teachers will ensure that remote instruction will be made available for students who are not eligible for a COVID-19 vaccine **and** are under a school-based exclusion or a quarantine order by a local public health department. The delivery of remote instruction will be accomplished during the exclusionary/quarantine period to the greatest extent possible through the teachers’ discretion.
- Students who are excluded will have daily access to a D92 staff member for a minimum of 30 minutes per day. Instruction will be limited to a maximum 60 minutes after school.
- Options for students to access classroom instruction when they are excluded include the following:
  1. The classroom teacher may choose to allow students to watch/listen to whole group instruction via Zoom.
  2. The teacher may arrange for the student to have direct access to the teacher during planning periods or outside the school day. In this case, the teacher will be compensated per the collective bargaining agreement.
  3. The teacher may arrange for the student to have direct access to another teacher for the instruction and the other teacher will be compensated per the collective bargaining agreement. Principals will assist the classroom teacher in finding

other teachers to assist with the grade level responsibilities at the teacher's request.

- Teachers will make assignments available for students who are excluded at the end of the first full day of being absent.
- If the student will be excluded for more than two days, remote learning access will be available on the third day.
- Building principals will provide current lists of students who are excluded and pending return dates to relevant staff.
- The District will seek to hire a remote learning teacher to be used for supplemental remote instruction for students who are excluded and substitute teaching when needed.
- All classrooms will be set up to ensure students are seated with 3 feet physical distance from each other. The most current IDPH recommendation for social distancing during in-person learning will be implemented to the greatest extent possible.
- Individuals in District 92 facilities who are not fully vaccinated, as defined by the Center for Disease Control (CDC), must wear face coverings at all times even when social distancing is maintained.
- IDPH recommendations for eating in school will be followed and to the greatest extent possible, schools will be arranged for students to eat lunch six feet apart, thus reducing the potential for close contact.
- The District will ensure the availability of supplies, such as soap and paper towels, hand sanitizer, tissues, etc., for all grade levels and in all common areas of our schools.
- The District will follow IDPH guidance on exclusions and contact tracing.

This MOU constitutes the complete understanding between the Parties. No other terms or conditions have been agreed to. The provisions of this MOU shall be severable. The invalidity of any provision shall not affect the validity of the other provisions. The persons signing this MOU have the full power and authority to do so and to bind the party on whose behalf they are signing.

For the Board:



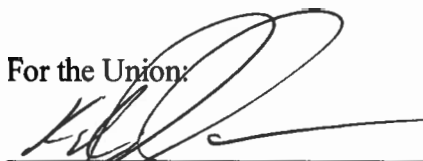
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Date:

10-19-21

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For the Union:



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Date:

10-14-2021

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