

MEMORANDUM OF UNDERSTANDING

A. INTRODUCTION

The Board of Education of Arlington Heights School District 25, Cook County Illinois (BOARD), and the Arlington Teachers Association, IEA-NEA (ATA) are currently parties to a Professional Agreement covering the period 2020-2022. In March, 2020, the Governor issued a Disaster Proclamation closing schools to in-person instruction through the end of the 2019-2020 school year. Subsequently, the Governor and the Illinois State Board of Education authorized schools to reopen for the 2020-2021 school year and to develop plans to guide the reopening process.

B. PROCESS

On June 3, July 21, July 24, August 5, August 18, August 25, August 26, September 10, September 17, September 21, September 22, September 29, October 7, October 26, and October 28 representatives of the BOARD and the ATA met to negotiate the impact the District 25 Transitional Model of Reopening Step 3 beginning October 12, 2020 would have on terms and conditions of employment. This Memorandum memorializes the agreements reached by the parties on those items discussed.

C. AGREEMENTS

1. School Calendar

The Board and ATA agree that during Phase 4 of the Restore Illinois Plan maximizing in-person instruction within health and safety guidelines is in the best interest of all District #25 stakeholders.

Remote or hybrid learning will be limited to days that school was originally scheduled to be in session. Should the need for a change in the school calendar be required, the Board and Association agree to reach agreement through the standard process involving the District's Calendar Committee. Any days that staff attendance is required (live or remotely) shall be applied to the regular school year as outlined in the collective bargaining agreement between the Board and the Association.

2. Remote Planning Days

The District will schedule five (5) Remote Learning Planning Days (as permitted by the state) through mutual agreement with the Association. The primary objective of these days shall be for staff to collaborate and prepare for instruction for upcoming instructional days, and shall not be considered "Staff meeting or Institute Day time" in which new initiatives are introduced or expanded. Teachers may be expected to attend professional learning and/or collaborative planning meetings on these days.

3. Health and safety

Health and safety protocols are expected to be followed by all staff and students whenever on district property. This includes:

- a. Wearing a face covering indoors at all times, with the exception of: eating, drinking, playing an instrument, or if a staff member is in his/her classroom/office alone with the door closed. Individuals who have a condition or medical contraindication (e.g., difficulty breathing) that prevents the wearing a face covering are required to provide documentation from the individual's physician. Upon receipt, the individual and the Assistant Superintendent of Personnel and Planning will meet to explore available accommodations.
- b. Staff and students' parents/guardians will self-screen at home using the self-certification checklist distributed by the District. Teachers will also be taking temperature checks of each student each morning at school. See District 25 Transitional Model of Reopening Step 3.
- c. Maintaining 6-foot social distance at all times, with the exception of passing periods or other "walk-past" instances. Desks or workspaces in all classrooms will meet this 6-foot distancing standard, including distancing of staff desks or workspaces. In spaces where 6-foot distancing is not possible (such as small offices), plexiglass/plastic barriers will be provided, and scheduling of students will take into account the limited spacing options in these offices. If plexiglass/plastic barriers are unavailable, teachers who meet with students in offices (e.g. social worker) may meet with students virtually instead of in person or in an alternative larger space if distancing is not possible.
- d. Cleaning and disinfecting of all surfaces will be conducted on a daily basis. Custodial staff will have primary responsibility to clean rooms between instructional days, including between AM and PM Kindergarten and Early Childhood classes, while teachers will have primary responsibility to facilitate the cleaning of surfaces between classes, when applicable. Teachers are encouraged to ask for additional supplies if they are missing or have run out. Any staff member who is expected to clean surfaces or areas of the school will be provided all necessary PPE.
- e. Staff who have close contact with students on a regular basis (CSN, Early Childhood staff, Temperature Screeners, isolation room supervisors, lunch supervisors, Special Education staff, related services personnel or anyone else to whom this applies) will be provided with additional PPE, including gloves, face shields, and extra face masks upon request. Teachers in these settings will be limited to a small number of students within the class to reduce exposure.

- f. Students who do not follow face covering protocols will be subject to discipline. The student discipline for staff to reference is outlined in the District 25 School Board policy on student discipline 5:230 or through the District 25 Hybrid Plan. Responses to violations by students may include, but not be limited to, a verbal or written notification to the student up to and including a switch to full remote learning.

4. Plan Time

- a. Teachers will receive the plan time provided in the Professional Agreement.
- b. In addition, in order to provide teachers additional time to plan for the instruction for Hybrid model of instruction:
 - i. Teachers will not need to attend LMC time with their class.
 - ii. The collaboration time in the morning for elementary staff will be maximized for planning and collaboration.
 - iii. While remote, students will see an increased amount of asynchronous work, especially on Mondays. After a period of synchronized learning, per subject or class block, asynchronous time on Mondays will be utilized by teachers and staff to collaborate, with the goal of making instruction the best it can be for on-site and at-home learners.
Middle School teachers will have planning and collaboration time available from 2:00-2:45 pm on Mondays, after providing asynchronous or independent work for students to complete.

5. Communications

- a. Confirmed cases of COVID-19 (without details of the individual(s) involved) will be communicated via email to staff as soon as the school/District is made aware. Any staff member who has regular contact with an individual with COVID shall be notified directly and asked if he/she had direct contact or was in close proximity with the individual and, if so, will be permitted to leave work to get testing or to quarantine. The ATA president will be informed of positive cases that arise from each building, regardless of teacher category.
- b. Information from the following groups will be used to determine Hybrid/Remote Model (IDPH, LDPH, CDC).

6. Teacher Absence

In the event a teacher requires absence from work responsibilities, the teacher shall report such absences through normal means as well as contact building administration. If the District directs a teacher to quarantine, the teacher shall first access all allowed paid leave time under the Families First Corona Response Act.

7. Subbing

Current language in the parties' Professional Agreement, including "Buddy Teacher" shall be implemented in the event a substitute teacher is needed.

8. Building Access

Staff are permitted to be in the building during regular hours, provided that the staff member follows all health and safety protocols set forth above. Only essential visitors are permitted in the building upon approval of the building principal and in required circumstances. All essential visitors will be temperature checked and screened using the CDC symptom screener.

Staff who are selected for a fully remote assignment shall not be required to work from a school building, with the exception that all staff may be directed to work from school buildings if the district is operating under the fully remote option for all students (for example, if the region returns to Phase III of the Restore Illinois Plan).

Upon the conclusion of fully remote options, staff members in 2021-22 shall be returned to their original position to which they were assigned for this school year, assuming that 2021-22 operates fully in person, and that the position exists. Any transfers, shifts, or reduction in force shall follow normal District procedures, and the application to work in a remote setting will have no impact on the decision of which staff member is chosen for the transfer, shift, or reduction in force.

9. Teacher Availability

Teachers shall be required to be available to students and parents during regular contractual hours every school day.

10. Live Streaming of Lessons

Live Streaming lessons during hybrid and/or remote learning will be delivered on a "Zoom" electronic platform. Teachers are permitted to use "livestreaming" of lessons, record lessons in advance, or record lesson being "livestreamed". The purpose of these recordings is solely for use with students who were unable to experience the lesson, re-teaching of concepts presented for reinforcement, and use by parents to support student mastery. Only required, whole group lessons will be recorded. Training will be available to assist teachers in using the recording process.

In recording or "livestreaming" teachers should use their best efforts to keep student images from appearing. Teachers will receive a list of those students whose parents/guardians have not consented to students being recorded during remote learning.

Recorded lessons will only be maintained for one semester. Teachers should work with their principal to determine if another adult should be present to assist in student supervision during remote lessons. As required by the Illinois School Code, the Board will indemnify and protect teachers from claims made against them while engaged in remote learning, while acting within the scope of their employment.

11. Change in Building Delivery Model

If a building is shifted into a fully remote model, all teachers may be directed to work from school buildings. Exceptions to this expectation will be given to teachers who have already been approved for remote teaching or valid requests for child care needs

12. Institute Days and Meetings

The Board will provide both in-person and virtual opportunities for Institute Day meetings, staff meetings or e-learning planning meetings. In-person meetings will follow all current CDC/IDPH guidelines. Staff attending virtually will remain on campus. Staff who have been approved for a remote position are not expected to be in school buildings to attend meetings.

13. Teacher Discipline

Classroom teachers shall not be subject to any disciplinary action for lesson planning, implementation, delivery, and/or student assessment associated with Remote or Hybrid Learning due to the unique circumstances surrounding this Agreement, with the exception of egregious actions.

Staff who refuse to wear a mask will be considered insubordinate and be subject to progressive discipline.

14. Reassignments

Student Learning Coaches, Reading Interventionist, Math Interventionist, Band, Technology Integration Specialists, Library Media Specialist, Art, Music, Physical Education, Drama, Digital Arts & Design, Communication Media Arts, Spanish, Italian, German, French teachers may be reassigned to general education teacher positions for 2020-21. In determining the assignment given, a teacher reassigned shall select (in seniority order) any available position within his or her assigned school before any further vacancies are filled. If there are not enough positions within the school to assign all affected teachers, the District will first ask for volunteers to be assigned to a different school. If no volunteer comes forward, the final decision will rest with building administration.

Upon the conclusion of the school year (or the conclusion of remote/hybrid learning), reassigned teachers will return to the positions to which they had originally been assigned for the school year, unless the teacher elects to take a different position. Any requests to prepare Institute Day or staff meeting professional learning from these individuals shall be compensated through typical reimbursement avenues.

15. Teacher Evaluation

For the 2020-2021 school year, regular performance evaluations will be conducted on any teacher whose performance raises concerns among the Administration, requiring a formal evaluation. Before such evaluation is conducted, the employee and the ATA President will receive formal notice from the Superintendent of the need, reason(s), and dates for the evaluation.

Those teachers who were otherwise scheduled for formal evaluation during 2020-2021, will not be evaluated. Instead, they will receive the “default” evaluation rating allowed by Section 24-11 of the Illinois School Code as follows:

- a. If the teacher’s most recent performance evaluation rating was “proficient”, the teacher will receive a rating of “proficient” for the 2020-2021 school year.
- b. If the teacher’s most recent performance evaluation rating was “excellent”, the teacher will receive a rating of “excellent” for the 2020-2021 school year.
- c. School Administration may observe teachers’ performance during 2020-2021 for purposes of “coaching” to improve instruction, but not for purposes of formal evaluation.

The District Evaluation Committee will be reconvened early in 2020-21 to determine which, if any, provisions of the regular District Evaluation Plan require alteration due to the implementation of the reopening plan.

This Agreement serves as notice required by law or the negotiated agreement to those individuals to be evaluated during the 2020-21 school year.

Nothing in this Agreement is intended to alter the requirements for reduction-in-force as provided in the parties Professional Agreement and pursuant to the Illinois School Code.

Unless modified by this Agreement, all other terms and conditions of the parties 2020-2022 collective bargaining agreement will remain in full force and effect unless modified by the parties or a successor agreement is negotiated.

16. Communication to Students and Parents

To the extent possible, communication between teachers and students/parents will be through email and/or the online platform being used to post/deliver instruction. Should parents or students need to speak to a classroom teacher who is working remotely from home, the teacher shall return the call at a mutually agreeable time using (Zoom or by phone).

17. IEP Meetings

If an IEP meeting is scheduled during a Remote or Hybrid Learning Day, the meeting shall take place remotely

18. Equipment

Equipment (computers, office supplies, etc.) will not be shared between teachers. The District will provide materials needed to perform a teacher's duties to each individual. It is the responsibility of the teacher to notify his/her administrator if additional equipment is needed.

19. Extra-Curricular Stipends

The Board will only issue payment for extra-curricular duties, clubs and activities that actually occur during the 2020-2021 school year. All extra-curricular duties, clubs and activities will be held synchronously or remotely while the District's educational program is implemented in a remote manner. Licensed teachers may submit proposals to offer synchronous, remote alternate activities in lieu of interscholastic sports or any other activity that cannot be offered during remote learning. All submissions will be considered for approval with an emphasis on engaging as many students as possible in the school community maintaining 6 feet social distance and/or in conformity with guidance provided by governmental agencies. Specific consideration will be given to members in their last four years of employment.

For licensed teachers who have declared their intent to retire, the following will apply:

- a. In the event that a licensed teacher who has declared his/her intent to retire is unable to complete an extra-curricular duty, club or activity in a remote manner, the teacher will submit and offer, if approved, alternate activities that can be offered synchronously and/or remotely to be paid at the same rate as the activity.
- b. In the event the teacher who has declared his/her intent to retire is unable to complete the assignment because of a decision of the Board, the teacher and the Administration will work to identify alternative duties to be completed in order to secure payment of the amount of creditable earnings originally contemplated to be earned as part of the teacher's District retirement formula. If the duty available creates a safety concern and the teacher has doctor's verification an alternative activity will be decided upon.

20. The duration of this Memorandum of Understanding extends from the first day of teacher attendance, August 24, 2020 until the earliest of either of the following:

- (1) either party notifying the other in writing that such agreement needs revision or shall expire
- (2) upon entry in Phase 5 per the state of Illinois or
- (3) the last teacher work day of the 2020-2021 school year.

At such time this agreement shall remain in place until a new agreement is reached, with the exception of a scenario where the district and its teachers can return to a standard work environment. If new guidance or regulation from the State or Federal government is provided that impacts this MOU, the MOU will be subject to modification by the parties. This Memorandum of Understanding 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 Memorandum of Understanding.

ATA

Board Representative

Date: _____

Date: _____

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