

## **2020-2021 Reopening School Due to COVID Pandemic MOU-CONFIDENTIAL BARGAINING**

**The Board of Education (the "Board") of Glen Ellyn School District No. 41 (the "School District") and the American Federation of State, County, and Municipal Employees, AFSCME Local 1334 (the "Association") agree as follows with respect to modification of the 2017-2021 Support Staff Agreement, regarding the reopening of school due to the COVID pandemic:**

As stated by ISBE "The State Superintendent has determined that days of instruction during a public health emergency must include at least 5 clock hours. Remote and Blended Remote Learning Plans must ensure that at least 5 clock hours of a combination of instruction and school work for each student participating in Remote or Blended Remote Learning Days occurs. Schools and districts should include as much face-to-face or synchronous instruction as possible. Districts can be flexible in determining how to best meet the requirement in their own context by counting all learning activities toward the 5 clock hour expectation. Learning activities may include, but are not limited to, in-person instruction, the teacher delivering instruction via recorded video or synchronous platform, remote small group work via breakout room or conference call, independent/flexible student work time, and virtual/telephone teacher-student check-ins. If using non-interactive platforms, students must have means to confer with an educator and receive feedback before assignments are graded or assessments are administered."

### **Blended Learning Model of Instruction**

Schools and districts are strongly encouraged to provide in-person instruction to students. However, schools and districts that are unable to adhere to IDPH requirements may choose to implement Blended Remote Learning Days, which are authorized by PA 101-0643. During these days, schools and districts may utilize hybrid models of in-person and remote instruction. AFSCME support staff 8 hour work day will consist of:

2.5 hours of direct support to students in the AM session and PM session. Assist with arrival and dismissal of students 15 min AM and PM. They will have 2 hours in the middle of the day for lunch, break time and planning during grade level PLCs. AFSCME support staff such as aides will be assigned students to support with academics and social emotional needs according to IEP or program needs. Office staff will continue to perform their regular duties with one hour for lunch and breaks during the middle of the day while students are not in attendance. Custodians will continue to perform duties as assigned and take breaks and lunches in consultation with the Director of Buildings and Grounds.

### **Full Remote Learning Instruction**

ISBE states "Schools and districts should prepare for a return to remote instruction in the event of a resurgence of the virus or a second wave of it in the fall."  
AFSCME support staff 8 hour remote work day will consist of:

3 hours of direct support to students in the AM and PM. They will have 2 hours in the middle of the day for lunch, break time and planning during grade level PLCs.

AFSCME support staff such as aides will be assigned students to support with academics and social emotional needs according to IEP or program needs. They will support the student in Google as long as a certified staff member is present in the Google Meets chat. Office staff will continue to perform their regular duties remotely with one hour for lunch and breaks. Custodians will continue to perform duties as assigned and take breaks and lunches in consultation with the Director of Buildings and Grounds.

For the duration of this MOU, an employee receiving temporary total disability benefits from Workers' Compensation as a result of COVID 19 shall receive up to 15 days of paid sick leave (COVID 19 sick leave), in addition to the sick leave provided for in Article 20 of the 2017-2021 collective bargaining agreement and the paid sick leave provided by the FFCRE. COVID 19 sick leave shall be applied in 1/3 of a day increments to supplement the approximately 2/3rds of a day's pay from Workers' Compensation in lieu of the employee applying sick leave under Article 20, Section 9 of the collective bargaining agreement or the FFCRE. Unused COVID 19 sick leave is not cumulative or convertible to other leave. This benefit is available to those employees qualifying for Workers' Compensation due to COVID 19 on or after July 20, 2020.

At the request of the Union, the Assistant Superintendent for Human Resources shall discuss with Union allowing an employee who has been ordered to quarantine due to COVID 19, but is otherwise healthy, to work remotely for the period of the quarantine.

The parties agree to convene before the return of staff for the new school year, in order to discuss, design, and implement protocols with the mutual goal of limiting the potential exposure, and enhancing the safety of staff and the students and public they interact with. These discussions will explicitly concern the working conditions of AFSCME represented staff, in each of the distinct titles and roles that they perform. Additionally, following any agreement reached to further this objective, the parties agree to reconvene to assess the effectiveness of said policies. These meetings will occur monthly, unless mutually agreed otherwise.

This MOU is only for the 2020-2021 school term. It is not precedential for any following school term.

Either the Board or AFSCME may terminate this MOU immediately if any governmental entity with authority over the District prohibits the in-person instruction as provided for in this MOU. Either party may terminate this MOU with no less than 10 days' notice if any such governmental entity disapproves any part of this MOU. The Board may immediately suspend in-person instruction and move to all remote instruction if the Board determines that in-person instruction cannot be provided with sufficient safety for students or staff. The Board may terminate this MOU with no less than 10 days' notice if it determines that instruction under this MOU is not being effectively delivered to students or is unworkable for staff. Any notice under this paragraph must be in writing and delivered in-person or electronically to the Board President and Superintendent and to the President of the Union. Promptly after any such notice is given, the Union and the Board will begin negotiations over a successor MOU.

This Memorandum of Understanding shall be deemed dated and become effective on the date the last of the parties signs as set forth below.

**AFSCME**

DocuSigned by:

*Kathy Maxon*

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Kathy Maxon, President

DocuSigned by:

*Rick Surber*

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Rick Surber, AFSCME Staff Rep

8/4/2020

Date

**BOARD OF EDUCATION**

DocuSigned by:

*Robert Bruno*

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Dr. Robert Bruno, President

DocuSigned by:

*Jessica Buttimer*

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Jessica Buttimer, Secretary

8/14/2020

Date