MEMORANDUM OF UNDERSTANDING
Regarding Modifications to School Operations
for the 2020-2021 School Year Due to the COVID-19 Pandemic

This Memorandum of Understanding (MOU) is entered into by and among the Schaumburg Education Association, IEA-NEA ("SEA"), the Schaumburg Educational Employees Organization, IEA-NEA ("SEEEO") and the Board of Education of Schaumburg Community Consolidated School District 54 ("Board") (collectively, the "Parties").

WHEREAS, the Parties have worked collaboratively to solidify agreements regarding changing working conditions which will be in effect for the 2020-2021 school year due to the coronavirus outbreak; and

WHEREAS, the Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the District community as events continue to unfold; and

WHEREAS, the parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this Memorandum of Understanding (MOU) both as deemed necessary by any of the parties;

NOW, THEREFORE, the Board, the SEA, and the SEEEO agree to the following:

1. Initiation of Negotiations. In the event the State of Illinois institutes alternate operational requirements for Illinois public schools, the Parties agree to immediately initiate negotiations on the impact of such requirements.

2. Remote Learning Instructional Expectations (SEA and SEEEO)

   a) School District 54’s remote learning model will mirror the traditional in-person learning schedule.

   b) The elementary start and end time will be 8:40-3:00, the Junior High start and end time will be 7:40-2:15, Lincoln Prairie’s start and end time will be 9:15-3:35, Early Childhood AM sessions will run from 7:45-10:15 and Early Childhood PM sessions will run from 11:30-2:00.

   c) Teachers will be accessible to students throughout the work day and will deliver live lessons for whole-class, small group work and one-on-one sessions. Teachers may log-off of their devices when students complete independent work, during their duty-free lunch and during individual plan time.

   d) Teachers will provide building administration with links to observe live lessons. Administrators may join these sessions for informal visits and informal observations.

   e) All contractual planning time and a duty-free lunch will continue to be provided.

   f) District 54 staff members will be provided with classroom and office space to instruct students learning virtually in each of our schools. These spaces will allow for social distancing in the building and safety protocols for additional cleaning and symptom screening will be put into place.
g) Masks must be worn at all times when around any other individuals while on-site. If working alone in a closed teaching space separated from any other people, staff may remove their masks while facilitating live lessons with students. This should only be done when absolutely necessary and for a limited period of time.

h) Employees due to their own or family health needs may need to request working from home as an accommodation. To ensure that employee performance will not suffer and students will have access to the same instructional supports that they would receive from teachers and support staff on site, employees requesting this accommodation will need to provide the following assurances:

When working remotely:
- I have a quiet, professional and distraction-free working space that allows for student privacy.
- I have an internet connection that allows for video conferencing.
- I have dependent child care during my core work hours.
- I can dedicate my full attention to my job duties during working hours.
- I will provide access to my building administration to observe all live lessons I am facilitating.
- I will take ownership to connect with team members during planning meetings.

*Staff members that are unable to fulfill this expectation should reach out to their building administrator to discuss options.*

A form will be created for staff requesting this medical accommodation.

i) The assurances noted above will apply to any staff member working remotely from home due to quarantine as well as if conditions require all staff to work remotely from home.

j) Should our State or region move back to Phase 1, 2, or 3, all SEA and SEEO staff will be reassigned to work from home.

3. **Use of Paraprofessionals (SEEO)**

a) Paraprofessionals will be assigned to classes based on student need and will support students remotely throughout the course of the day.

b) The District will provide paraprofessionals with a device for this purpose.

c) The District will provide network access on site for paraprofessionals to use their personal devices for supporting students remotely if they choose.

d) Any employee covering another SEEO position will be paid their rate or the rate of the covered position, whichever is greater.

4. **Appraisal (SEA and SEEO)**

a) Tenured teachers and non-probationary SEEO staff members will not be formally evaluated during the 2020-2021 school year.

b) As the current appraisal process and performance rubrics lend themselves favorably to facilitating staff appraisals for non-tenured teachers and probationary SEEO staff members if students are being instructed remotely or in-person, non-
tenured teachers and probationary support staff employees will be evaluated through the employee appraisal process currently in effect.

i. Teaching observations for non-tenured teachers will be conducted remotely by scheduling a time for the evaluator to view a synchronous teaching lesson via Zoom or Google Meet.

ii. All components of the appraisal process including observations, pre- and post-conferences, summative meetings and timelines will be in effect throughout the Pandemic period.

c) Staff members with questions surrounding the appraisal process should direct those questions to their building administrator for clarification.

5. **Technology Insurance (SEA and SEEO).** Purchase of technology insurance remains optional for all SEA and SEEO staff members.

6. **COVID-19 Self-Screening Assessment (SEA and SEEO).** All District staff members, including employees not represented by the SEA or SEEO, will be required to complete a COVID-19 self-screening assessment prior to reporting to any District facility. Individuals with any of the conditions or symptoms associated with COVID-19 on the screening assessment will be required to stay home and to contact their immediate supervisor. While the District remains in remote learning, employees in this circumstance will not be required to use sick leave time as long as they are able and continue to work remotely.

7. **Sick Days (SEA and SEEO)**

a) If a staff member is required to quarantine due to circumstances related to COVID-19, the staff member will not be required to use any sick leave, personal leave or Families First Coronavirus Response Act (FFCRA) day as long as they are able and continue to work remotely.

b) FFCRA provides up to ½ pay or $200 maximum daily for staff members unable to work due to caring for someone else that is sick with COVID-19 or under quarantine. Staff members may use FFCRA or their own sick or personal days for full day pay if unable to work due to caring for someone else that is sick with COVID-19 or under quarantine.

c) Staff members returning from international travel or states identified by the Centers for Disease Control (CDC), Illinois Department of Public Health (IDPH) or Cook County Department of Public Health (CCDPh) as hotspots will be required to quarantine for 14 days upon their return. If the District remains in remote learning, the staff member may work remotely without loss of days.

d) FFCRA leave may be accessed prior to accessing accrued leave in all of the circumstances noted above.

8. **Stipends (SEA and SEEO)**

a) The District will not be providing any in-person clubs or sports activities to begin the 2020-2021 school year.

b) The District will provide club and coaching stipends for staff willing to conduct approved activities remotely should we not be able to provide them in-person at any point this school year. Interested staff members will be required to submit a
written proposal to their building principal documenting how the activity will be conducted remotely, hours that would be fulfilled and any additional details as requested by the administration.

c) Any extra stipend money available by building due to activities not being run as originally scheduled last spring may be allocated to staff for facilitating newly approved remote clubs or coaching work. Interested staff members will be required to submit a written proposal to their building principal documenting how these activities will be conducted remotely, hours that would be fulfilled and any additional details as requested by the administration.

d) School and District administration will work with all sponsors and coaches and assist in developing viable proposals and options.

e) All stipends must be approved by the building principal prior to the commencement of an activity.

9. Night Events (SEA). Teacher participation in the four evening events designated in the current collective bargaining agreement between the SEA and the Board is still required. This participation may be accounted for via remote attendance if the District is in a remote learning model at the time the event is facilitated.

10. Special Education (SEA and SEEO)

   a) Special Services Teachers (SSTs) and Related Service Personnel will meet the minutes listed on student IEPs using Zoom in order to provide live services.

   b) Following guidance from ISBE, consideration will be given to provide some therapy in-person at the school based on the needs of the students.

   c) Related Service Personnel or SSTs facilitating individual or small group services will not pull the student out of any live portion of the day with their classroom teacher.

   d) Evaluations will be completed within the 60 school day time frame and staff will schedule time to meet the student at the school for any portion of the evaluation requiring in-person assessment.

   e) Staff will complete Service Logs and links to Zoom or Google Meet sessions will be shared with building administrators.

11. Early Learning Center (SEA and SEEO)

   a) Live contact will be made with the students each day by the classroom teacher.
   
   b) Related services will be provided via Zoom.

   c) Portions of assessment and screening will take place in-person as needed to provide thorough evaluation of the students.

12. English Learners (SEA)

   a) EL assessment teachers and EL / bilingual resource teachers will continue to provide on-site assessment of English Learners following the guidelines for screening from ISBE with safety protocols in place. [https://www.isbe.net/Documents/Phase-4-English-Learner-Screening-Considerations.pdf](https://www.isbe.net/Documents/Phase-4-English-Learner-Screening-Considerations.pdf)
b) EL resource teachers will provide small group synchronous instruction that prioritizes oral and written language production.
c) As return plans are developed, opportunity for English Learners to participate in-person with their teachers will be prioritized as per ISBE guidance.

13. **Planning Time (SEA)**. The provisions governing plan time in the current collective bargaining agreement between the SEA and the Board shall remain in effect under all circumstances for the life of this MOU.

14. **Learning Resource Teachers (SEA)**. Classes facilitated by LRTs will begin the first day of student attendance, August 24, 2020.

15. **Attendance Incentive (SEEO)**. The SEEO attendance incentive as set forth in the current collective bargaining agreement between the SEEO and Board will be suspended for the 2020-2021 school year.

16. **Return to In-Person Learning (SEA and SEEO)**

   a) Upon District determination that schools are safe to re-open for in-person learning, the day immediately prior to the resumption of student attendance will be designated as a workday for all SEA and SEEO members. The District will make necessary adjustments to the calendar to ensure the inclusion of this work day does not increase the total number of days SEA and SEEO staff are required to work this school year.

   b) The District will ensure to the best of its ability that all school sites are adequately sanitized before unit members return and will ensure that all sinks are functioning with hot water and kept stocked with soap and paper towels.

   c) Hand sanitizer will be provided for every classroom without a sink, workroom, workstation, office, and cafeteria.

17. **Leave Time (SEA and SEEO)**. Contractual provisions and the Families First Coronavirus Response Act set forth bargaining unit members’ rights related to requesting leave time during the Pandemic. A summary of leave entitlements available to staff is provided below.

   a) **General Leave of Absence (SEA)**. Staff considering requesting a General Leave of Absence should consult the Collective Bargaining Agreement in place between the Board of Education and SEA. SEA staff should note the following provisions of a General Leave of Absence:
      i. A tenured teacher may request a general leave of absence. The leave of absence, if granted by the Board, will be without pay. This leave may be granted for one (1) full school year, a portion of a full school year or part of a regular full-time schedule.
      ii. A teacher may return from a general leave of absence at the beginning of a regular school year unless otherwise specifically agreed upon by the Superintendent or designee.
      iii. Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule nor seniority credit
will be given for the period the teacher was on leave. The teacher will not lose seniority for years of experience credited prior to the leave or tenure.

iv. The circumstances for which a General Leave of Absence may be requested exclusively include the following:
   i. Serious illness:
   ii. Personal illness;
   iii. Illness in immediate family;
   iv. Advanced study;
   v. Participation in an approved teacher exchange program.

b) Maternity and Parental Quarantine and Leave (SEA, SEEEO)
   i. If a pregnant staff member or their spouse has to quarantine (per doctor’s order) prior to their due date that time is counted as part of their 12 weeks of FMLA. Up to 10 days can be paid at their daily rate (not to exceed $551) per the applicable provision of the Families First Coronavirus Response Act and not count against accumulated sick leave.
   ii. If a staff member returns from maternity leave with a doctor’s order in order to work from home and provide virtual instruction, they will have completed that health event and will not be eligible for the remaining FMLA leave if there is a return to in-person instruction.

c) General Leave of Absence (SEEEO). Staff considering requesting a General Leave of Absence should consult the Collective Bargaining Agreement in place between the Board of Education and SEEEO. SEEEO staff should note the following provisions of a General Leave of Absence:
   v. The Board may grant a leave of absence upon written request.
   vi. If granted, the leave will be without pay or benefits.
   vii. Leave may be granted for the purpose of service as an officer of the Illinois Education Association, National Education Association, or public office, serious illness which may include personal or immediate family, or advanced study.

d) Families First Coronavirus Response Act (FFCRA) (SEA and SEEEO). Employees may be entitled to leave under the FFCRA. Information about available leave under this law may be accessed at by contacting Human Resources. Under the FFCRA, employees are entitled to leave for the following reasons:
   • The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
   • The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
   • The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
   • The employee is caring for an individual who is subject to an order as described above or has been advised by a health care provider as described above.
• The employee is caring for a son or daughter if the child’s school or place of care has been closed or the child’s child care provider is unavailable due to COVID-19 related reasons.
• The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

The FFCRA provides employees up to two weeks (80 hours, or a part-time employee’s two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

• 100% for qualifying reasons #1-3 above, up to $511 daily and $5,110 total;
• 2/3 for qualifying reasons #4 and 6 above, up to $200 daily and $2,000 total; and
• Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 above for up to $200 daily and $12,000 total.

To apply for FFCRA leave:

• Human Resources has created a code of FFCRA - ESL for 10 days of paid leave due to reasons #1-3 ($511 daily maximum) and FFCRA - EFMLA #4 - #6. Staff who earn more than $95,105 annually may prefer to use their own accrued sick and personal days. They may access the FFCRA days afterwards if still necessary.
• When a staff member is subject to quarantine and unable to telework, they should complete the COVID - 19 Related Leave Request Form and submit it to humanresources@sd54.org The form is located on the Human Resources Intranet.
• If approved Human Resources will enter up to 10 days of leave into SmartFind Express.

Once FFCRA leave days are exhausted, additional FFCRA leave time is not available to staff members. FFCRA provides expanded reasons for requesting a leave - staff should note it does not provide expanded time beyond 12 weeks of FMLA. FFCRA is currently set to expire on December 31, 2020.

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

Bill Kyhl
President
Board of Education
Community Consolidated
School District 54
Dated: August 13, 2020

Kareen Morely
President
Schaumburg Education Association, IEA-NEA
Dated: August 14, 2020

Kathy Janowi
President
Schaumburg Educational Employees Organization, IEA-NEA
Dated: August 14, 2020