

**MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 SCHOOL RE-OPENING PLANS
2020-2021**

This Memorandum of Understanding ("MOU") is entered into by and between the Board of Education of Hinsdale Township High School District No. 86 ("the Board") and the Hinsdale High School Teachers Association ("HHSTA") (collectively, the "Parties").

WHEREAS, on March 9, 2020, Illinois Governor Pritzker declared all counties in Illinois as disaster areas due to COVID-19, this declaration was subsequently extended and reissued, and a subsequent version of such declaration remains in effect for part or all of the territory of the School District as of the date of this MOU and may be further extended or reissued (the "Disaster Proclamation"); and

WHEREAS, pursuant to Section 7 of the *Illinois Emergency Management Act* and powers granted under the Illinois Constitution and statute, the Governor ordered the closure of all public and private K-12 schools in Illinois through the end of the 2019-2020 school year and directed schools to implement remote learning; and

WHEREAS, on June 26, 2020 and July 24, 2020, the Governor issued Executive Orders 2020-44 and 2020-46 allowing schools to reopen for in-person educational purposes for the Fall 2020 semester in accordance with Phase 4 of the Governor's Restore Illinois plan; and

WHEREAS, guidance and recommendations related to the reopening and operation of schools for the duration of the pandemic have been issued and will be issued by the Illinois Department of Public Health ("IDPH"), and the Illinois State Board of Education ("ISBE"), and

WHEREAS, the ISBE has provided and will continue to provide guidance to Illinois school superintendents and their districts on issues related to reopening schools in the Fall of 2020, including guidance emphasizing the recommencement of in-person learning for the Fall 2020 semester, but authorizing school districts to include within their remote and blended learning plans a process for remote learning options to occur simultaneously with in-person instruction, and suggesting consideration of planning for remote instruction for certain student populations for medical reasons; and

WHEREAS, the Superintendent has developed, with the assistance and input from the HHSTA, a plan to reopen schools (the "Reopening Plan") for the Fall of 2020 and such Plan was shared with the HHSTA; and

WHEREAS, portions of the Reopening Plan impact the HHSTA members' wages, terms and conditions of employment and, as a result, the HHSTA, pursuant to its rights under the *Illinois Educational Labor Relations Act*, demanded to bargain said impact of the Reopening Plan; and

WHEREAS, the Parties have met and bargained in good faith the impact of the Reopening Plan; and

WHEREAS, the Parties wish to memorialize the understandings reached between them as a result of the impact bargaining related to the Reopening Plan; and

NOW THEREFORE, notwithstanding any provision(s) of the current Collective Bargaining Agreement (the “CBA”) between the Parties, the Parties agree to the following:

1. **Assigned Instruction Period.** During the period of time that the District is operating pursuant to the Board-approved COVID-19 school calendar, the term “Assigned Instructional Period” as used in the CBA shall be defined as a period ranging between 25-75 minutes depending on the model being utilized (remote, hybrid – no lunch, hybrid – lunch) and based on the recommendation of the Recover-Revitalization Restored Team in consultation with the HHSTA Joint Executive Board, on a regular basis.
2. **Plan Periods.** Each full-time instructional Employee, absent unusual circumstances such as test proctoring, assemblies, and pep rallies or shortened weeks, shall have the equivalent of ten (10) full length fifty (50) minute plan periods each week.
3. **“Late Start” Days.** Late Start days will be suspended during the the period of time that the District is operating pursuant to the Board-approved COVID-19 school calendar.
4. **Internal Substitutes.** If there is a need for internal substitutes, the Administration shall first seek volunteers. If there are not a sufficient number of volunteers, Employees may be assigned by the Administration as internal substitutes but only during periods when they do not have an assigned class of their own. The assignments of Employees on an involuntary basis shall be done on a fair and equitable basis.
 - a. If a class is being taught remotely by a teacher, the pool of Employees chosen on an involuntary basis to monitor students as a line-of-sight substitute will be expanded to include qualified and available District Employees and not just members of the Association.
 - b. If an Employee has been asked to substitute more than four (4) times involuntarily during a semester, the HHSTA Joint Executive Board and Superintendent will reconvene to discuss how to revise the involuntary internal substitute policy.
 - c. If an Employee substitutes for fifteen (15) or more consecutive school days in the same class, the Employee shall receive compensation in accordance with Sections 10.6 or 10.7 of the CBA, whichever is applicable, and such payment will be applied retroactively back to the first day of the fifteen (15) or more consecutive school days in that class. This section c. of this MOU does not apply when the Employee is acting as a line-of-sight substitute while the instruction is provided remotely by another Employee. Line-of-sight substitutes shall be paid the internal substitute rate regardless of the number of consecutive days serving in the position.
5. **Discretionary Unpaid Leave.** For circumstances related to COVID-19 and during the 2020-2021 School Year only, the Board may, at its discretion, grant an unpaid leave of

absence to a tenured Employee provided the Employee provides a minimum of two (2) week's written advance notice.


6. Teacher Performance Evaluations. For the 2020-2021 school year only:

- a. Tenured Teachers: Performance evaluations are hereby waived for all tenured teachers during the 2020-2021 school year. All tenured teachers, regardless of whether they were scheduled to be formally evaluated during the 2020-2021 school year will receive a summative rating equal to the rating they were issued on their immediately prior formal performance evaluation. A tenured teacher who received a summative rating lower than Excellent on his/her immediately prior formal performance evaluation will be formally evaluated pursuant to the District's Teacher Evaluation Plan if requested by the teacher. Such request should be directed to the teacher's direct supervisor.
- b. Non-Tenured Teachers: Performance Evaluations will be conducted during the 2020-2021 school year pursuant to the District's Teacher Evaluation Plan.

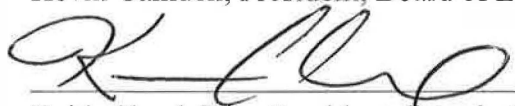
7. Future Discussions. Unless the Parties mutually agree that it is not necessary, the Parties will meet again no later than August 28, 2020, to assess whether additional issues need to be addressed.

8. Effective Date and Term. This MOU is effective immediately upon the receipt of signatures of and ratification by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable in any School Years other than the 2020-2021 School Year.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals as of the dates written below.


Kevin Camden, President, Board of Education


Date


Keith Chval, Vice President, Board of Education

8/13/2020
Date


Jared Friebe, HHSTA Co-President

8-3-20
Date


Nick Chavarria, HHSTA Co-President

8-4-20
Date