

## Memorandum of Agreement--COVID-19 (Coronavirus) Learning Agreement

This Memorandum of Agreement ("MOA") between the Board of Education of Bloomingdale School District 13 ("Board"), and the Bloomingdale District 13 Council, Local 571, American Federation of Teachers ("Union") is made and entered into on September 28, 2020, and in effect through the end of the 20-21 school year. Unless specifically addressed herein, the terms and provisions of the current collective bargaining agreement between the parties remains in effect.

This MOA is solely to provide continuity of instruction for students of Bloomingdale School District 13 while COVID-19 is present in our communities or until a vaccine or treatment is readily available (Phases 1-4).

The stages listed below reflect only Illinois' Phase 4. If the State of Illinois moves back to Phase 3, then the Remote Plan will be the only plan in effect. If the State of Illinois moves back to Phase 2 or 1, then the Remote Plan will be the only plan in effect. The parties understand that this is a one-time non-precedent setting agreement that shall not in any way be construed as establishing a new policy or practice and shall not be used as evidence of such. The parties recognize and agree that any Board Protocols or expectations which may impact working conditions of the teachers shall be announced and the Union shall be afforded the opportunity to submit a Demand to Bargain over the impact of such conditions. The parties also recognize that the pandemic may lead to changes or updates to guidance provided by the Governor's Office, the Illinois Department of Health (IDPH), the DuPage County Health Department, and/or the Illinois State Board of Education (ISBE). If any changes or updates lead to changes in working conditions, the Union shall be afforded the opportunity to submit a Demand to Bargain the impact of such conditions.

Any and all Board policies, protocols, or rules related to student conduct and student discipline due to COVID-19 shall be enforced by the Administration. Paramount is the safety of all students and employees in the District.

### **PHASES OF RETURN**

#### **- REMOTE**

- Schedules
  - Elementary Schools
  - Middle School
- Fine Arts/Exploratories
  - Elementary Schools
    - Fine Arts instruction is being delivered at the Elementary Schools based on schedules used when the District last served students in person full time.
  - Middle School
- Professional Development

- During Remote Learning, every other Wednesday (beginning September 9th) will be designated as School Improvement days. As in the past, students will be dismissed from classes at 1:40 pm, and Teachers will participate in professional development opportunities.
- **IN-PERSON /HYBRID (Work in Progress)**
  - Schedules
    - Elementary Schools
    - Middle School
  - Fine Arts/Exploratories--Fine Arts NOT to see every student
  - Professional Development

## **PROFESSIONAL DEVELOPMENT**

To facilitate both the In-Person/HYBRD and Remote Learning environments, the District will provide professional development to improve blended and remote teaching. Professional development (PD) shall include, but not be limited to, the following:

- Developing student and staff mental health and counseling plans and training on offering social-emotional supports to support student engagement and learning under blended/remote models; and
- Identifying the successes and barriers for students, staff, and the community during Remote Learning, including enhancements to prepare for Blended Learning or in preparation for intermittent/rolling school closures; and
- Reviewing student progress during Remote Learning, identifying gaps, and planning for the appropriate continuation of learning transitioning to our "new normal" for the 2020-21 school year.

Such PD will be provided during professional development days and remote planning days as agreed to by the Union and the Administration.

## **EXPECTATIONS**

### Teacher Expectations

- Teachers are to report to the worksite daily unless they have a medical reason that places them, or a family member at greater risk of COVID-19, or childcare needs due to their children's school districts moving to remote instruction.
  - Teachers may also request accommodations under the Americans with Disabilities Act (ADA).
- Teachers will use Google Classroom and/or Seesaw to create virtual learning spaces for students to provide connection, communication, and instructional materials.
- Teachers' instruction will be aligned to District 13 curricular goals and will be facilitated with recommended and provided virtual instruction tools including but not limited to Google Meet and Screencastify to provide students with direct instruction, student-centered learning activities, formative and summative assessments.

- Teachers will provide content and/or skills-based instruction, academic application, support, enrichment, and/or assessment using virtual tools and instructional practices through direct instruction from the classroom teachers.
- Teachers will assign grades using the forms and procedures used when the District last served students in person full time.
- Teachers will take attendance based upon student presence in virtual and/or face-to-face classrooms and submit attendance to Powerschool by:
  - Elementary: 8:50 am and 1:00 pm
  - Middle School: Each class period
- Teachers will provide appropriate learning materials through individual communication with families in the case students are unable to use electronic materials due to specific learning needs.
- Teachers may implement short breaks during instructional periods.
- In addition to the above, Counselors, Social Workers, Psychologists, Speech Pathologists, Library/Media Director, and Instructional/Technology Coaches will follow all expectations of their job descriptions.
- Teachers and all employees shall wear masks as required by the IDPH when in school buildings.

**Provided that the teacher can meet their work expectations off-site with approval from the Superintendent, the teacher agrees to the following:**

- The teacher's remote worksite will have fast, reliable and secure internet connection to properly support high-quality, uninterrupted remote instruction/service delivery.
- The teacher's remote work site will allow the teacher to work without distraction, the teacher will dress in a manner befit their role in the District, and will maintain student privacy/confidentiality.
- Student records will remain at the District facility/school building. Non-electronic student records are not to be brought home.
- The teacher will be easily accessible to District/school administration, colleagues, parents, and students during regular contractual hours to allow for continued collaboration in the remote setting.
- The teacher will maintain regular and consistent contact with their supervisor.
- Resources that are District property, outside of teacher issued Chromebooks, are to remain on District property and are not to be brought home.
- The teacher will check their email daily and respond to emails in a timely manner.
- The teacher will provide updated daytime contact information to the administrator/supervisor and will provide updated emergency contact information to the District when requested.
- If the teacher is unavailable or unable to perform assigned work for personal or medical reasons, the teacher will follow appropriate District and/or contractual leave procedures. (ie: notice, entry into Skyward, etc.), including notice as to whether the need for leave/absence is COVID related.
- The teacher understands that remote instructional and service delivery stages are fluid and temporary. It is the District's intent to return together as soon as we are safely able.

The ability to work remotely may vary or terminate depending on student needs and transition activities. The teacher may be scheduled or required to be on-site with appropriate notice within one week.

- Contractual obligations for meetings and collaboration time remain in effect, regardless of whether the teacher is working onsite or from a remote site.

Teachers who are unable to meet work expectations or conditions while working remotely will be expected to return to work on-site.

#### **COVID SPECIFIC INFORMATION**

- [PROTOCOLS DOCUMENT](#)
- [IDPH Exclusion Graphic](#)
- [IDPH Guidance](#)

#### **TEACHER ABSENCES**

Teachers who are directed to quarantine or who cannot report to work because of COVID-19 symptoms and are still able to perform their job duties, may instruct remotely and not have their leave time deducted. If students are remote as well, there is no need for a substitute teacher. The teacher will be expected to upload work into his/her Google Classroom and instruct online following the teacher expectations outlined in this agreement. These potential temporary transitions to remote instruction will be reviewed on a case-by-case basis. If not granted, the teacher will be able to use any Families First Coronavirus Response Act (FFCRA) leave for which they are eligible. .

When the teacher is teaching remotely (See Remote Work Expectations on Page 3) and students are on campus, students would be supervised in their classroom by a student supervisor or teacher's aide while they are accessing remote instruction. Teachers will not lose any sick leave during this time.

Teachers shall be entitled to any and all leaves provided by State or Federal Law based upon the teacher contracting COVID-19 including, but not limited to, benefits under the Emergency Paid Sick Leave Act ("EPSLA"), the Family Medical Leave Act ("FMLA"), and the Emergency FMLA Expansion ("EFMLA") provided that proper notification and documentation is provided. Teachers may also request accommodations under the Americans with Disabilities Act (ADA).

#### **EXTRA DUTY**

Extra Duty stipends will be paid to sponsors/coaches for activities/sports which the administration, with advice from the activities coordinators regarding specific activities, has determined will be permitted to begin operating while under Remote Learning. During the time, stipends will be paid based of Appendix B1 attached hereto. If coaching positions/sports are permitted to begin operating, the stipend amount will be determined based off of the club calculation in Appendix B of the current collective bargaining agreement, with a maximum factor

of 3. If the District returns to In-Person Instruction (with Modifications), activities/sports will be reevaluated at that time.

## **EVALUATIONS**

In accordance with the Governor's Executive Order, tenured teachers who received a performance evaluation rating of "excellent" on their most recent evaluation, will receive an "excellent" rating for the 2020-2021 school year if they are on cycle. Any tenured teacher who received a performance evaluating rating of "proficient" on their most recent evaluation, will receive a "proficient" rating for the 2020-2021 school year if they are on cycle. Ratings will be assigned no later than March 1, 2021.

In the spirit of this agreement and the undue stress placed on all Teachers during the COVID-19 pandemic, non-tenured Teachers in years two (2) through four (4) will receive their previous performance evaluation ratings. For example, a non-tenured second-year Teacher during the 2020-2021 school year, who received an "excellent" rating during the 2019-2020 school year, will receive an "excellent" rating for 2020-2021. Another example would be a non-tenured third-year Teacher who received a "proficient" rating during the 2019-2020 school year, will receive a "proficient" rating for the 2020-2021 school year.

***It is the goal of the administration to evaluate all non-tenured teachers during the 2020-2021 school year. However, consistent with Section 24-11 of the School Code, any non-tenured teacher who does not get evaluated during the 2020-2021 school year shall have his/her 2020-2021 evaluation rating default to "Proficient".***

Non-tenured teachers who are in their fourth consecutive full-time year, who receive a "proficient" rating or better, will receive tenure at the end of the 2020-2021 school year; however, the Administration has authority to not award tenure due to performance concerns outside of the evaluation process. For those eligible, tenure will be awarded no later than forty-five (45) school days before the end of the 2020-2021 school year. If a fourth-year, full-time non-tenured Teacher does not hear from the Board by forty-five (45) school days before the end of the year, then the Teacher will automatically be deemed tenured per the Illinois School Code.

The parties understand that nothing in this Memorandum of Understanding limits the building administration's authority to conduct informal evaluations and drop-ins of all tenured and non-tenured teachers.

The parties agree that the Joint Committee on Teacher Evaluation shall have the authority and discretion to amend the Student Growth Data metric of the teacher evaluations, as outlined in the District Teacher Evaluation Plan, as needed to reflect the realities of student growth during the current pandemic.

The terms and conditions of this mutual agreement as noted herein are non-precedential and not subject to the Grievance Procedure or Arbitration Proceedings contained in the Collective Bargaining Agreement between the parties

Reviewed and agreed to this 28th day of September, 2020, as a complete statement of the parties' understanding with respect to this mutual agreement

Board of Education,  
Bloomington School District 13

Bloomington Council of Teachers  
Local 571, American Federation of Teachers

  
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Date: 09/28/2020

Date: 9/29/2020

## Extra-Duty - Appendix B1

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### SUPERVISION

For the 2020-2021 and 2021-2022 school years, teachers who supervise, monitor, and work school sponsored activities will be paid at a rate of **\$25.00** per hour in 15-minute increments through a timesheet and on a bi-monthly basis.

### CLUBS

Club duties will be paid at a rate of **\$33.00** per hour. The club calculation represents the total amount to be paid, regardless of the number of sponsors. For safety purposes, principal reserves the right to determine the number of sponsors through the approval process.

Factor	1	2	3	4	5	6
# of Students*	10-19	20 - 29	30 - 39	40 - 49	50 - 59	60+

\*Less than 10 students - the Club will not be held.

### COMMITTEES

#### COORDINATOR

##### Activity

	<u>Contract Amount</u>	<u>Agreed Amount</u>
Accelerated Reader (DJ, ER)	\$ 330	\$ 330
Art Fair (DJ, ER)	\$ 660	\$ -
Assistant Team Leader (WF)	\$ 1,320	\$ 1,320
Book Swap (DJ)	\$ 660	\$ -
Character Counts Rep (DO)	\$ 2,310	\$ 1,155
Department Coordinator (WF)	\$ 660	\$ 660
Eagle Book Award (ER)	\$ 825	\$ -
Field Day (DJ, ER)	\$ 825	\$ 413
Kids for C.C.! (DJ, ER)	\$ 825	\$ 413
Outdoor Ed Chair (DJ, ER)	\$ 1,155	\$ -
Outdoor Educ (DJ, ER)	\$ 990	\$ -
Newspaper - Soaring Eagle (ER)	\$ 660	\$ -
Peer Mediation (DJ)	\$ 1,155	\$ 578
PTO Representative (DJ, ER, WF)	\$ 660	\$ 660

<b>COORDINATOR - Continued</b>	<b>Contract</b>	<b>Agreed</b>
<b>Activity</b>	<b><u>Amount</u></b>	<b><u>Amount</u></b>
Rtl Coordinator (DJ, ER)	\$ 1,980	\$ 1,980
Safety Patrol (DJ)	\$ 330	\$ -
School Store Sponsor (DJ)	\$ 660	\$ -
Science Coordinator (DJ, ER)	\$ 330	\$ -
Student Council (WF)	\$ 2,970	\$ 2,970
Student Council-(DJ, ER)	\$ 990	\$ 495
Supportive Reading Newsletter (DJ)	\$ 660	\$ -
Team Leader (DJ, WF, ER)	\$ 1,815	\$ 1,815
Title 1 Book Bag Program (DJ)	\$ 1,320	\$ 660
Video Editing (DJ)	\$ 660	\$ -
Yearbook Director (DJ, ER)	\$ 1,485	\$ 1,485
Yearbook Director (WF)	\$ 1,980	\$ 1,980

<b>COACHING</b>	<b>Contract</b>	<b>Agreed</b>
<b>Activity</b>	<b><u>Amount</u></b>	<b><u>Amount</u></b>
Basketball Boys Grade 6 Intramural (WF)	\$ 1,320	Club*
Basketball Boys Grade 7 (WF)	\$ 3,300	Club*
Basketball Boys Grade 8 (WF)	\$ 3,300	Club*
Basketball Girls Grade 6 Intramural (WF)	\$ 1,320	Club*
Basketball Girls Grade 7 (WF)	\$ 3,300	Club*
Basketball Girls Grade 8 (WF)	\$ 3,300	Club*
Cross Country Grades 6-7-8 (WF)	\$ 2,145	Club*
Cheerleading (WF)	\$ 1,650	Club*
Pom Pom Grades (WF)	\$ 1,320	Club*
Track Grades 6-7-8 (WF)	\$ 2,475	Club*
Volleyball Girls Grades 6,7,8 (WF)	\$ 2,640	Club*
Volleyball Boys Grades 6, 7, 8 (WF)	\$ 2,640	Club*

\*If coaching positions/sports are permitted to begin operating, the stipend amount will be determined based off of the club calculation in Appendix B of the current collective bargaining agreement, with a maximum factor of 3



<b>PERFORMING ARTS</b>	<b>Contract</b>	<b>Agreed</b>
<b>Activity</b>	<b><u>Amount</u></b>	<b><u>Amount</u></b>
Band, Beginners (1 day 1/2 yr) (DJ, ER)	\$ 660	\$ -
Band, Concert & Cadet (5 Days) (WF)	\$ 7,920	\$ 5,940
Band,Jazz(1 day)(WF)	\$ 1,650	\$ 1,238
Chorus 1 (WF)	\$ 2,640	\$ 1,980
Chorus I (ER)	\$ 1,485	\$ 1,485
Chorus 2 (ER)	\$ 1,485	\$ 1,485
Drama Assistant Director-Fall (WF)	\$ 1,320	\$ 660
Drama Assistant Director-Spring (WF)	\$ 1,320	\$ 660
Drama Director-Fall (WF)	\$ 3,300	\$ 1,650
Drama Director-Spring (WF)	\$ 3,300	\$ 1,650
Drama Scenery-Fall (WF)	\$ 1,320	\$ -
Drama Scenery-Spring (WF)	\$ 1,320	\$ -
Drama Stage-Fall (WF)	\$ 1,320	\$ -
Drama Stage-Spring (WF)	\$ 1,320	\$ -
Scenery (DJ, ER)	\$ 825	\$ -
Spring Chorus (DJ)	\$ 1,485	\$ -
Talent Show (DJ)	\$ 1,320	\$ -
Fall/Winter Chorus (DJ)	\$ 1,485	\$ -