



**Memorandum of Understanding**  
**January 15, 2021**

This Memorandum of Understanding ("MOU") is entered into this 20th day of January, 2021 between the Oak Park Teachers' Association, IEA-NEA ("OPTA") and Oak Park Elementary School District No. 97 ("District").

**The School Day**

The school day shall be six (6) hours and five (5) minutes for elementary students and six (6) hours for middle school students, exclusive of any lunch period. Teachers shall provide synchronous and asynchronous learning minutes throughout the day as determined by the master schedule. Requirements for synchronous learning minutes per day are established below.

- Grades K-2: students shall receive a minimum 50% of synchronous learning per content area for the full class.
- Grades 3-5: students shall receive a minimum of 60% of synchronous learning per content area for the full class.
- Grades 6-8: students shall receive a minimum of 70% of synchronous learning per content area for the full class

Teachers shall be available to support students during asynchronous learning throughout the school day.

	<b>Synchronous</b>	<b>Asynchronous</b>
<b>Student Contact Time</b>		
Morning Meeting: includes SEL check-ins and review of mini-lessons	X	
Mini-lessons	X	X
Small-Group Instruction	X	
1:1 Instruction	X	
Virtual Learning Center Hours	X	
Videos, guided discussions	X	X
Demonstrations	X	X
Intervention Delivery	X	

Project Based Learning	X	X
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Teachers are required to allocate their time per the Instructional Delivery Remote Learning Plan Option as developed by the Learning Models Team.

### **Part-Time Teachers**

Part-time teachers shall work their FTE equivalent according to the requirements of a full-time teacher. Part-time teachers are required to attend all remote learning plan days, teacher institute days and the professional development day. Part-time teachers will be paid on a pro-rata basis for their attendance.

### **Teacher Assignments**

*Article IX Teacher Assignments and Transfers, Section A Teacher Assignments, Number 3* of the 2018-2022 Collective Bargaining Agreement shall be interpreted to include changes due to the COVID-19 pandemic as a reason to reassign staff. Administration shall collaborate with the union and seek volunteers to make any necessary changes. A protocol will be developed by a subset of the negotiating team to identify how staff will be reassigned.

### **Teacher Work Year**

Due to the impact of Remote learning, the BOE and Administration is committed to providing additional professional development to ensure staff are prepared to start the 2020-2021 school year remotely. Therefore, the teacher work year for the 2020-2021 school year shall consist of one hundred eighty-three (182) work days, including one hundred seventy-six (176) student attendance days (5 student days may be used as remote planning days), and six (6) Teacher Institute days.

### **Institute Days, Remote Planning Days and Professional Development Day**

The days shall be planned based on the teacher needs survey for remote learning. Teachers are required to attend and actively engage in all institute days, remote planning days, and the professional development day; No personal days will be granted on any of these scheduled days. The six (6) institute days held from August 24 - August 31 shall begin at 8:00 AM and end at 3:00 PM with a 30-minute lunch break. It is the teacher's responsibility to reflect and apply knowledge gained to curriculum and instruction in a remote learning environment.

### **Instructional Expectations**

- Teachers, Teacher teams, and/or departments shall provide instructional plans to principals and assistant principals the Friday prior to the start of the week. Said plans shall indicate standards, learning objectives, instructional delivery methods

(synchronously and asynchronously), assessments, accommodations, and Zoom links. Middle school educators shall use Canvas. Elementary school educators shall determine a template chosen in consultation with the building principal.

- Teachers are required to build knowledge of and implement student learning environments utilizing SeeSaw (K-2), Google Classroom (3-5), and Canvas (6-8). These learning management systems shall be utilized for instruction and communication between teachers, students and families.
- Teachers are required to understand best practices to implement the Google ecosystem and other District software into the curriculum to increase efficiency, collaboration and engagement.
- Teachers shall provide timely feedback to all students for assignments including asynchronous student work and intermittent feedback on ongoing projects.
- Teachers shall reach out to students who do not complete assignments or do not attend remote learning. If unable to contact the student, teachers shall contact the parents/guardians.
- The District reserves the right to require educators to livestream their lesson(s) at any point during the 2020-21 school year when it is necessary to provide remote instruction to students while also providing in-person instruction.

## **Communication**

- Teachers shall maintain weekly class communication to families, which should include important dates and upcoming instructional goals.
- Teachers shall contact parents of students who are not making academic and social progress.
- Teachers shall collaborate with administrators and team members to ensure the social and academic success of all students during weekly meetings.

## **Transition of Instructional Format**

Based upon changing circumstances during the 2020-2021 school year, the District reserves the right to adjust the instructional format (remote, hybrid, onsite) and remote planning days as appropriate for students.

## **Hybrid Learning Environment**

**Initial Notice** For initial entry into hybrid learning, staff will receive a 10 day calendar notice of an on site return.

**Remote Learning Planning Days** Administration will collaborate with OPTA to guarantee two remote planning days prior to the District offering a hybrid learning environment to all students. Building administration shall use up to 2.5 hours to review the return to school safety plan. Elementary teachers may use the remainder of the two days to prepare their classrooms and to acclimate to live streaming. Middle school teachers may use one day to prepare their classrooms and to acclimate to live streaming. The remainder of the time

shall be used for team collaboration to create project-based learning plans. Teachers are required to be onsite for Remote Learning Planning Days.

**One week prior to students returning** All affected staff must report to their respective building no less than three (3) days during this week. Staff who desire to voluntarily report for more than three (3) days shall provide written notice at least 48 hours in advance to the appropriate building principal identifying the dates and times they intend to be on-site.

**Upon student return** All elementary teachers must report to work daily. Middle school teachers shall report to work as follows:

- Teachers plus each grade level's assigned non core-staff shall report as follows:
  - **Week of 6th grade students onsite:** 6th grade teachers + 7th grade staff with 50% on Monday and Tuesday and 50% on Wednesday and Thursday
  - **Week of 7th grade students onsite:** 7th grade teachers + 8th grade staff with 50% on Monday and Tuesday and 50% on Wednesday and Thursday
  - **Week of 8th grade students onsite:** 8th grade teachers + 6th grade staff with 50% on Monday and Tuesday and 50% on Wednesday and Thursday

The Superintendent or designee has the authority to modify the number of teachers reporting daily at any time. An ad-hoc negotiations team consisting of 3 OPTA negotiating team members and 3 Board of Education/Administration team members will reevaluate the number of teachers reporting daily during the third week of students being onsite.

Teachers shall report to work 20 minutes prior to the instructional start of students. Teachers shall assist with the exit of students and remain at work until students have exited the building or gone to their assigned area for pick up for 10 minutes following the end of the scheduled hybrid time. Teachers will not be compensated for this 20 minutes of supervision before school or 10 minutes after school, this will be separate from before and/or after school duty listed in the contract. An ad-hoc negotiations team consisting of 3 OPTA negotiating team members and 3 Board of Education/Administration team members will reevaluate the arrival time during the third week of students being onsite.

Due to the evolving information regarding the pandemic, the negotiating team will reconvene to discuss the return of teachers onsite for the entirety of the workday based on the vaccination implementation plan.

District administration and the Board of Education strongly encourage and highly recommend teachers to be onsite for the duration of the teacher workday. The District will no longer "outfit" a teacher's home for remote learning. However, teachers do have the option to leave following their after school duty. Teachers are leaving at their own risk. The commute from school to home between morning and afternoon classes is not part of the workday and not considered performance of job duties.

Teachers will be held accountable for unsatisfactory virtual work. Examples of unsatisfactory work includes but is not limited to: not arriving on time to classes, not being present during a class, chronic internet connectivity issues, continual background disruptions, traveling while instructing class, inappropriate virtual backgrounds, etc. Teachers who engage in unsatisfactory virtual work will immediately be required to report daily and remain onsite throughout the workday for the remainder of the school year unless otherwise informed by their supervisor.

**Adaptive Pause** If an adaptive pause is taken, teachers will be allowed to work remotely with the exception of those needed to be onsite to instruct the District's students with highest needs as categorized by the state of Illinois. Teachers will be required to return onsite once the District returns to hybrid learning. Teachers acknowledge and recognize that the District shall take adaptive pauses as needed due to the COVID-19 pandemic.

**Health and Safety** Oak Park District 97 Bargaining Unit Members shall follow ISBE and IDPH safety recommendations when teachers are required to be onsite and/or work with students. The District shall maintain an updated health and safety manual inclusive of return to onsite learning metrics and safety protocols.

### **COVID-19 Sick Bank**

The Board and Association agree to create a Pandemic Sick Leave Bank for the duration of the 2020-2021 school year as a means to ensure that educators working onsite have access to paid time off specifically for COVID-19 absences. This bank is for staff working onsite who cannot perform their regular duties (onsite or tele-work) due to Covid-19 related symptoms *as defined by IDPH* or quarantine (***not applicable to staff who have engaged in non-essential travel***). These days will run concurrently with FMLA.

A COVID-19 absence is defined as:

1. the employee is exhibiting symptoms of COVID-19 as defined by the IDPH and is unable to perform their regular duties(on-site or tele-work) while seeking a COVID-19 diagnosis.
2. the employee is subject to a quarantine or isolation order related to COVID-19 and tele-work is not available

or

3. the employee is the primary caregiver for an individual who has COVID-19 and is unable to perform their regular duties via tele-work

ELIGIBILITY

1. Teachers who are working on-site shall be entitled to draw from the bank prior to using their own personal sick days, provided that all of the following conditions are met:
  - A. The teacher is unable to work, including tele-work, due to COVID-19 related symptoms, a positive COVID-19 test, or a mandated quarantine
  - B. The teacher has used their allotted FFCRA days, if available
  - C. The teacher submits certification, to the OPTA Covid-19 Sick Bank Committee via e-mail to [pandemic@opta97.com](mailto:pandemic@opta97.com), from a physician or agency issuing a quarantine order certifying they are unable to perform their job duties, including tele-work, due to their COVID-19 related absence.
  - D. After the initial quarantine or isolation period concludes, the staff member will be required to submit further documentation to the OPTA Covid-19 Sick Bank Committee in order to be considered for additional days.
  - E. The maximum number of days that can be granted to any one teacher will be thirty (30) days per school year. Beyond the 30 days, the employee will need to utilize their personal and sick leave days prior to submitting an application to the OPTA Sick Leave Bank.
  - F. In the event that a teacher receives a release to return to work and does not use the number of allocated days, any unused days will be returned to the bank.

#### FUNDING

1. The District shall deposit 100 days into the Pandemic Sick Leave Bank
2. The Oak Park Teachers' Association Sick Leave Bank will transfer 100 days into the Pandemic Sick Leave Bank
3. When this bank drops to 40 days, the parties will reconvene to discuss a potential refunding of the Pandemic Sick Leave Bank
4. At the conclusion of the 2020-2021 school year, any remaining days in the bank will be returned to the Oak Park Teachers' Association Sick Leave Bank

#### MANAGEMENT

1. The bank will be managed by members of the OPTA Covid-19 Sick Bank Committee. The Ad Hoc Committee shall consist of OPTA Members selected by the OPTA Executive Board. All medical certifications and documentation will be considered confidential.

#### REVIEW

1. If FFCRA is renewed or modified after December 31, 2020 and prior to the conclusion of the 2020-2021 school year, the parties agree to meet within 30 calendar days to discuss the changes.

#### **Leaves - Paid Leaves**

- If a staff member must quarantine and is symptomatic due to COVID-19 or is the primary caregiver for a child who is quarantined or is symptomatic due to COVID-19, yet able to deliver instruction remotely, a person shall be provided to supervise the class so that the teacher continues remote instruction for a maximum of five (5) days. Medical documentation is required. Teachers shall be granted an additional five (5) days each time they are quarantined due to COVID-19 if the case is contact traced to a job-related function required by the District. If illness is the result of behavior not conducive with the District's health and safety guidelines, a teacher will be required to use their personal sick time.
- During remote learning, teachers are allowed to use one (1) personal day without providing a three (3) day advance notice in the event of an emergency.

**Term of Remote Learning MOU**

This MOU shall be effective for the duration of the 2020-2021 school year. Additionally, the 2020-2021 school calendar will be adjusted by one day to reflect a work year equal to 182 days while maintaining 176 student days.

**Effect of Agreement**

The terms of this MOU are not intended to revise, modify, or otherwise alter any of the provisions in the current 2018-2022 Collective Bargaining Agreement, except as specifically provided in this MOU.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on this 20th day of January, 2021.

OAK PARK TEACHERS' ASSOCIATION,  
IEA-NEA

OAK PARK ELEMENTARY SCHOOL DISTRICT  
NO. 97, COOK COUNTY, ILLINOIS

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Co-President

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Secretary, Board of Education