

MEMORANDUM OF UNDERSTANDING

REGARDING

REMOTE LEARNING DAYS AND/OR HYBRID LEARNING DAYS

This Memorandum of Understanding ("Agreement") is made on the 13th day of August 2020 by and between the Board of Education of New Berlin School District #16 ("Board" or "District", as applicable), the New Berlin Education Association ("Union" or "Association", as applicable). The District and the Association shall collectively be referred to herein as the "Parties".

- WHEREAS, the "Parties" have collaboratively worked on a Return to Learn plan since July, 2020 keeping the health and safety of students and staff as the priority; and
- WHEREAS, the District administration and the Union believe it is in the best interest of the parties to agree to the following terms for the time period described below:

Additional Sick Days for Quarantine and/or COVID-19	<p>Employees will receive a total of 35 additional COVID-19 Days at full pay to be used for COVID-19 related illness, quarantine, or to care for a child because childcare provider is unavailable due to COVID-19. These 35 additional days include days provided pursuant to Emergency Paid Sick Leave described in the Family First Coronavirus Response Act. These additional COVID-19 Days are not required to run concurrently with FMLA.</p> <p>Employee is to report reason for use of days to the CFO by providing a doctor's note or other reasonably related verification, such as notice from local or state health department. The District has the right to ask for supporting documentation. These additional will not be carried over into next school and will not be banked at TRS.</p> <p>Expanded FMLA may be available for childcare issues related to COVID-19. For further information, contact the Chief Financial Officer.</p> <p>The district office will make every attempt at maintaining confidentiality unless a COVID-19 exposure occurs and shuts down in-person instruction.</p>
Transition during Return to Learn	Any transition from remote learning to hybrid or full in-person instruction will be communicated to the staff by the Superintendent. The Superintendent will provide the staff 48 hours of notice of a change from one to another unless there is an Emergency Order of Protection issued by the Governor.
Internal Substitution	As stated in the Collective Bargaining agreement the Substitute (45 minutes) Rate is \$20.00. If the principal has exhausted all substitute availability, an elementary classroom can be split between two to three teachers and the substitute rate would apply.
Childcare Flexibility	Teachers are allowed flexibility to work from home with the exception of those teachers that serve students with IEP services/minutes, interventions, and who teach hands-on applications in a career or technical subject. Administration will work individual staff who need to be in-person if childcare issues arise. Staff would be responsible for supervising their own children in their classrooms.
Personal Internet Reimbursement	Employees will be reimbursed \$50/quarter for remote and/or hybrid learning until students are back to full-time in-person instruction.
Staff Report Times	Certified Jr/Sr High staff will report at 7:55 am and certified elementary staff will report at 8:00 am.


- WHEREAS, this agreement is valid only from the effective date through the end of the 2020 – 21 school year or if all health and safety precautions are lifted by the Governor, and/or Illinois Department of Public Health, and/or Illinois State Board of Education, whichever shall occur first.

NOW THEREFORE IT IS AGREED:

1. The recitals set forth above are found to be true and correct.
2. Any established payment for reimbursement and/or stipends is for reasonable and necessary expenditures associated with the pandemic and is not to be considered as salary under the Collective Bargaining Agreement.
3. The Parties agree that the Return to Learn Plan may be modified from time to time and does not affect the terms of this Agreement. The parties can mutually agree, in writing, to amend the terms of this Agreement.

IT IS HEREBY AGREED:

New Berlin Education Association



Tonya Delaney
NBEA President

Board of Education, New Berlin District
#16



Board President

Attest:



Board Secretary