

Memorandum of Agreement:
Virtual Academy Teacher Positions
July 6, 2021

This Memorandum of Agreement ("MOA") between the Board of Education of DuPage High School District No. 88, DuPage County ("Board"), and the DuPage District 88 Council, Local 571, American Federation of Teachers ("Union") is made and entered on July 6, 2021, and shall be subject to the terms and provision of the Collective Bargaining Agreement ("CBA") between the parties regarding the addition of the Virtual Academy Teaching Positions. For purposes of this and all MOAs, "Teachers" are defined under Article 1.1 of the CBA.

The Parties understand that this is a 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. This MOA shall not in any way modify the parties' CBA. This MOA is subject to the grievance procedures of the existing CBA.

The parties recognize and agree that any Board Protocols or additions to the Student Handbook which may impact working conditions of the Teachers shall be announced in advance of publication to the community, and the Union shall be afforded the opportunity to submit a Demand to Bargain over these conditions. If any changes or updates to *School Code* and/or any other governing agent such as ISBE lead to changes in working conditions, the Union shall be afforded the opportunity to submit a Demand to Bargain over these conditions.

Any and all Board Policies, protocols, or rules related to student conduct and student discipline shall be enforced by the Administration.

1. All Teaching positions allocated for the Virtual Academy will follow all Articles and Appendices of the CBA. The following Teacher positions will be filled by District 88 Teachers or newly hired District 88 Teachers: English, Science, Math, Social Studies, Physical Education, PPS Support, Edgenuity Support, and the Coordinator/Dean (PEL). No full-time Teacher employed and retained during the 2020-2021 school year will be required to teach in the Virtual Academy.
2. Tenured Teachers will be assured teaching assignments in their 2020-2021 assigned building, if the Virtual Academy goes back to full in-person learning any time after the start of the 2021-2022 academic year.
3. Tenured full-time Teachers who are on cycle will not be formally evaluated during the Virtual Academy period(s). They will be evaluated during their in-person courses.
4. Non-tenured Teachers may be evaluated during their Virtual Academy period(s) only if they do not have in-person classes.
5. The Teacher's department head will be from the school in which the Teacher is currently employed. If the Teacher is newly hired, then the Teacher's school will be the one in which the majority of students are enrolled, i.e., Addison Trail or Willowbrook High School.

6. The regular in-person Periods 1-8 and Resource schedule will be maintained. The exception will be Physical Education classes, who already have a precedent "Zero-hour" established. All other provisions of Article 5.1 will be maintained in the construction of the Teachers' work day.
7. All students are required to have their cameras on during the entire class period. If students do not maintain proper camera usage, then the Coordinator/Dean will intervene.
8. The students should be the only individuals engaging in the lesson within the household. If there are any concerns, like in any other situation, the parent should begin by contacting the Teacher and/or department head.
9. The Coordinator/Dean (PEL) position will not evaluate or discipline Teachers in any capacity.
10. Class sizes will not exceed current allocations for both academic classes or Resource.
11. A Virtual Academy Teacher will be assigned to one of the Virtual Academy resources. The Resource expectations will remain the same as outlined in Article 5.1.

Teacher Expectations:

1. Teachers are required to be on campus during the Virtual Academy period(s).
2. Teachers will use Google Classroom to create virtual learning spaces for students to provide connection, communication, and instructional materials. Other District and department approved platforms may be used in addition to Google Classroom. Zoom accounts will remain established for direct instruction.
3. Teachers' instruction will be aligned to District 88 Curricular goals and will be facilitated with recommended and provided virtual instructional tools which could include Teacher created tutorials and instructional videos, student-centered learning activities, formative and summative assessments, etc.
4. 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.
5. Teachers will assign grades using the Teacher's syllabus and will be in accordance with District 88 grading practices as outlined in the District 88 Handbook.
6. Teachers will take attendance based upon student presence in virtual and/or face-to-face classrooms and submit attendance to Powerschool. Students are expected to be present during the entire class period, just like an in-person class period.
7. Recorded lessons by any individual shall not be used for Teacher evaluations or discipline.
8. If a Teacher is absent, then the Teacher will follow the current District reporting policies. A substitute will be provided.

Student Behavior Expectations

All District 88 behavior expectations apply and can be found in the DuPage High School District 88 Student Handbook. Therefore, online assessments and academic integrity and honesty will be monitored. The Teachers will include the following expectations in their syllabi, but are not limited to:

1. Students will be required to be present the entire period for all assigned periods of their schedule. Students are required to be logged on and have their camera on for virtual class meetings. Students may choose or be directed to change their screen to a neutral, school appropriate background. In addition, students' first and last names must be typed correctly.
2. Students will complete work in the timeframes assigned by the Teacher. Submissions will be online and dependent upon the Teacher's individual classroom expectations.
3. Students will follow all policies per the District 88 Student Handbook.
4. Students will communicate directly with their Teachers when they need additional support in their coursework.
5. Students must check their Google Classrooms, school emails, Remind accounts, etc. depending upon their specific Teachers' expectations.
6. While Teachers shall ensure that all lessons are available for remote student access, any recording of video or audio of any live lessons, instructional or support meetings, or intervention services provided without permission is strictly prohibited. Violations are disciplined as outlined in Section 6 of the District 88 Student Handbook.
7. Students who are removed from a class due to disruption must speak with the Coordinator/Dean before returning to class.

This MOA has been duly approved by each of the parties, and has been executed by authorized representatives of the Union and the Board.

DuPage District 88 Council, Local 571, American Federation of Teachers

By: Brian L. Blair
Union President

Date: 7/6/2021

Board of Education of DuPage High School District No. 88, DuPage county

By: Daniel
Board President

Date: 7/13/2021