

**SPECIAL MEETING OF THE BOARD OF EDUCATION**

Friday, October 9, 2020 – 8:30 a.m.

Remote Virtual Meeting

**This meeting will be conducted electronically and viewable  
at our [YouTube Channel](https://bit.ly/D39YouTube): [bit.ly/D39YouTube](https://bit.ly/D39YouTube)**

A G E N D A

- I. Call to Order
- II. Roll Call
- III. Letter of Agreement with the Wilmette Education Association (WEA)
- IV. Public Comments (email public comments to: [PublicComment@wilmette39.org](mailto:PublicComment@wilmette39.org))
- V. Approve the Letter of Agreement with the Wilmette Education Association (WEA)
- VI. Adjourn

Reasonable accommodations are available upon request. Individuals requiring special accommodations should contact the Assistant to the Superintendent, Wilmette Public Schools District 39, at 847-512-6000 at least three hours prior to the meeting to allow for accommodations to be made.

As a limited public forum and pursuant to Board policy, persons wishing to address the Board during the public comment times must speak to the whole Board regarding school issues. Each individual is limited according to policy.

**ACTION ITEM**

**Date:** October 9, 2020  
**To:** Kari Cremascoli, PhD, Superintendent  
**From:** Heather Glowacki, Ed. D., Assistant Superintendent  
**Subject:** Wilmette Education Association (WEA) Letter of Agreement

**PROPOSED ACTION BY THE BOARD OF EDUCATION**

Motion to approve the attached Wilmette Education Association (WEA) Letter of Agreement.

**BACKGROUND**

The unusual start to the 2020-2021 school year and necessary changes as they relate to the COVID health crisis, necessitated changes to working conditions of some WEA employees. This Letter of Agreement is intended to address these needs. Topics addressed in this agreement include, practices related to quarantine, sick leave, a COVID sick bank, hybrid and within period connections teaching model, paid duty seniority, evaluation, future teaching assignments, provisions for enhanced remote instructions, remote planning days, districtwide full remote teaching/learning, and participation in the Metrics Review Team.

**Recommended for approval  
by the Board of Education**



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**Kari Cremascoli, Ph.D.  
Superintendent**

**Letter of Agreement**  
**Between**  
**Wilmette Education Association (WEA)**  
**and**  
**Wilmette Public Schools District 39**

Due to the COVID-19 Health Crisis, the Wilmette Education Association and the Board of Education for Wilmette Public Schools District 39 agree to the following terms. These terms are non-precedential and applicable from date of Board approval for the 2020-2021 school year, or until Illinois reaches Phase 5. An “employee” is anyone recognized in Article 1, Parties to the Agreement, Section A Recognition for the purposes of this agreement.

**1. Quarantine:**

- a. In the event that a teacher is required to quarantine by the District, a government order, health professional, or other mandating authority, the District will attempt to find remote work for the employee, subject to the discretion of the Superintendent, for the duration of the quarantine. If no work is available, eligible employees will be able to use FFCRA Emergency Paid Sick Leave days.
- b. For staff that are impacted by a work-related exposure, the employee and their students may be quarantining simultaneously, thus permitting the employee to work remotely with their students.

**2. Sick Leave:**

- a. Employees who have COVID related absences will be able to submit requests for up to 10 Emergency Paid Sick Leave (EPSL) days through the allowable provisions of FFCRA.
- b. Any employee earning more than \$511 per day (FFCRA max) will receive the rest of their daily salary from the district for each day absent and using FFCRA.
- c. Once the EPSL days have been used, the employee will then use the district COVID Sick Bank for any COVID-related absences, until individual cap is met as delineated below in the COVID Sick Bank section.
- d. Once the COVID Sick Bank has been depleted for the 2020-2021 school year, employees will then use their own contractual sick days.

**3. COVID Sick Bank:**

- a. The District and WEA will create a COVID Sick Bank for employees.
- b. Employees can donate up to 5 sick days to the COVID Sick Bank, to be matched by the Board of Education.
- c. Only employees who donate to the COVID Sick Bank can draw from the COVID Sick Bank.

- d. Should the pandemic continue into the 2021-2022 school year, the COVID Sick Bank will be replenished according to items b-d in this section.
- e. Employees drawing from the COVID Sick Bank will have an annual cap of 40 days per employee for own illness and 30 days per employee for care of immediate family. After reaching the cap, employees will use their contractual sick days.
- f. At the end of the school year in which IL reaches phase 5, the COVID Sick Bank will dissolve. If there are days remaining in the sick bank, the WEA donated days will be returned to the WEA sick bank, up to the total number of days donated by employees. All other days will be returned to the Board of Education
- g. If no days have been drawn from the COVID Sick Bank upon its dissolution, employees who donated days will be given the option of taking back their donated days or donating them to the regular WEA Sick Bank.

**4. Expectations for Hybrid Teaching to Remote Students:**

Within-period connections during each core class period are important for student learning and ongoing progress within the hybrid model, to help students stay on track, and to help maintain structure, connection and accountability for students while they are working from home.

- a. The WEA and Administration agree that no teacher will be required to live stream an in-person class or group to at home students.
- b. Within the 5-8 hybrid model, the expectation for instruction for students working remotely is that there is a within-period connection during each core class period. Teachers will clearly communicate a daily learning plan that will engage students in meaningful learning throughout the class period, including making accessible the materials, rubrics, and expectations for the class period paired with a detailed agenda that directs daily student learning and activities. Within-period assignments will be time-stamped according to student daily schedules. Additional work for completion outside the instructional period may also be assigned.
- c. Live connection into the classroom or pre-recorded instruction for hybrid remote students will occur on at least one of the two hybrid remote days per week, for each core class, for each student group (group A and group B).
- d. Live connections into the classroom will occur for hybrid teaching to remote students during homeroom, in addition to synchronous instruction during world language/academic strategies and the end-of-day check-in period. Creative Arts instruction is also provided synchronously for 5th-6th grade students on hybrid remote days.
- e. The District will provide professional development on strategies for within-period connections with students for use on remote days.

## **5. Paid Duty Seniority:**

Employees shall be selected for full-time lunch supervisors in the following order:

- i. Certified teaching staff that served as full-time lunch supervisors in either of the prior two years school years. Priority given to employees in the retirement track.
- ii. Certified teaching staff that substituted as lunch supervisors, with full time vacancies filled from the prior two years' substitute pool.
- iii. If there are more qualified employees than positions to fill, selections will be determined by the principal, taking duty seniority into consideration.
- iv. Other certified or non-certified staff as determined by the principal.

## **6. Evaluation:**

- a. Tenured teachers to be evaluated in 2020-2021 will receive a "proficient" summative rating for 2020-2021 unless their prior evaluation rating was "excellent", in which case they shall receive an "excellent" summative rating.
- b. Non-tenured teacher evaluations shall be conducted during the 2020-2021 school year pursuant to the District's Teacher Evaluation Plan. Such evaluations may be conducted in both the remote and in-person instructional settings subject to the following conditions:
  - i. Student Growth requirements (PERA) will be waived for the 2020-2021 school year.
  - ii. Pre and post-observation conferences may be held remotely via Zoom or telephonically.
  - iii. Observations may be performed via Zoom or in-person as determined and agreed to by the evaluator and the teacher.
- c. All other aspects of the teacher evaluation plan remain in effect.

## **7. Teaching Assignments:**

- a. The start of the first school year when IL is in phase 5, reassignment practices will revert to those followed in previous years (pre-pandemic).
- b. Both parties acknowledge that even in a typical year, reassignments can occur.
- c. The administration agrees to a discussion with the WEA regarding the teacher assignments if Illinois Phase 4 extends over multiple years. Administration does not forego the right to management authority of assignment.

**8. ENHANCED Remote Instruction:**

- a. Teachers will teach a full teaching day as if they were teaching in person.
- b. WEA and admin recognize that students may need a varied amount of synchronous instruction based upon development:
  - i. Students in Kindergarten will have 1.5 hour of synchronous learning available to them each day for half day kindergarten and 2.5 hours available each day for KEEP39.
  - ii. On any remote learning day, students in grades 1-8 will have at least 2.5 hours per day of synchronous learning available to them.
- c. In the event we go fully remote, the Association reserves the right to bargain the impact of changes in working conditions.

**9. Remote Planning Days:**

- a. All five (5) Remote Learning Planning Days issued by ISBE will be used.
- b. Two (2) of the five (5) Remote Learning Planning Days were used during the week of August 24th, 2020.
- c. The three (3) outstanding planning day(s) out of the maximum number allowable by the state shall be used at the discretion of the District in collaboration with the Association.

**10. Extension of Families First Coronavirus Response Act (FFCRA) provisions:**

- i. In the event that the FFCRA benefits are not extended by the government, the WEA and administration will begin discussions for extending the FFCRA benefits. These discussions will begin in November of 2020.

**11. Metrics Review Team:**

- a. WEA will have 4 employees (1 WEA nurse and 3 other employees) participate in the Metrics Review Team.

**WILMETTE EDUCATION ASSOCIATION**

**BOARD OF EDUCATION  
WILMETTE SCHOOL  
DISTRICT 39**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Secretary