

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereafter "Agreement"), entered into this 22nd day of October, 2020, between the Board of Education of Serena Community Unit School District No. 2 (hereafter "Board") and the CUSD#2 Education Association, IEA/NEA (hereafter "Association").

WHEREAS, the Board and Association are parties to a Collective Bargaining Agreement which defines the working conditions for certified staff within the District;

WHEREAS, at the time of adoption of this Agreement, a global pandemic has been recognized by the World Health Organization related to COVID 19, which has resulted in multiple executive orders issued by the Governor of the State of Illinois and guidance by the Center for Disease Control and Illinois Department of Public Health, all of which have impacted the continued operation of schools in the State of Illinois;

WHEREAS, the Illinois State Board of Education and Illinois Department of Public Health issued new guidance on June 23, 2020, and has subsequently supplemented and amended said guidance, related to the operations of schools during the 2020-2021 school term, which will likely significantly alter the traditional format of school operations both within the State of Illinois and within the District, and includes a requirement of wearing face masks to prevent and protect against the spread of COVID 19;

WHEREAS, the Board and Association recognize that the 2020-2021 school year, and the method and manner in which students are taught may vary from the past, including the possibility of remote learning, online learning, future closures of school buildings, and limitations and/or restrictions to in-person learning, that a modification to the work day is appropriate to address the learning needs of students and staff;

WHEREAS, the Board and Association believe that the changes in operations of District schools during the 2020-2021 school term will impact the ability to adequately and fairly evaluate licensed staff (hereafter also "teacher(s)") during the school year, and that such evaluations will be unlikely to adequately reflect and fairly evaluate teacher performance and student growth;

WHEREAS, the District has created a hybrid return-to-school plan which incorporates the guidance of ISBE and IDPH, and includes the provision of remote learning opportunities, modifications to the student school day, and impacts the traditional format of student movement throughout the buildings during the school day; and

WHEREAS, the parties acknowledge there is a possibility that some or all extracurricular activities will be canceled, restricted, and/or eliminated as a result of the global pandemic, and the parties desire to address the terms and conditions of extracurricular stipend positions within the District during the pendency of the global pandemic.

NOW, THEREFORE, the Board and Association agree as follows:

Teacher Workday

1. The teacher contractual workday will be from 7:45 a.m. to 3:15 p.m. In-person instruction of students shall occur weekly. Teachers shall be at their assigned location during their assigned workday each day.
2. If or when teachers are expected to teach via remote learning, will be required to provide the following:
 - a. Weekly lesson summaries for parents / guardians and students participating in remote learning.
 - b. Remote learning lessons will provide high quality instruction.
 - c. Remote learning teachers must designate specific times during the day which they are available to students and their parent(s) / guardian(s) for questions and/or additional direction.
 - d. Remote learning teachers will respond to parent / guardian and student inquiries.

Licensed Staff Evaluation

1. All summative evaluations will default to proficient except in the case of tenured teachers who earned an excellent rating the evaluation cycle prior. Those tenured teachers shall default to an excellent rating. If a proficient teacher would like to attempt to earn an excellent, they will have to complete the traditional evaluation process using the newly formed PERA evaluation tool.
2. All licensed tenured teachers scheduled or “on cycle” for formal evaluation during the 2020-2021 school term shall have be informally observed, twice before winter break, which will be concluded with a written post-conference, and if desired by the teacher, a face-to-face meeting.
3. All licensed non-tenured teachers will be formally observed twice before winter break which will include a pre-conference, a scheduled observation, and in-person post-conference for the 2021-2022 school term.
4. The focus of both formal and informal observations this year will be on the PERA committee agreed upon Charlotte Danielson components within each of the four domains listed below.

- **Domain 1 - Planning**
 - 1a-Content
 - 1b-Knowledge of Student
 - 1c-Instructional Outcomes
 - **Domain 2 - Environment**
 - 2a-Respect and Rapport
 - 2b-Establish a Culture for Learning
 - 2d-Managing Behavior
 - **Domain 3 - Instruction**
 - 3a-Communication
 - 3e-Flexibility and Responsiveness (this may be the most **important** of all)
 - **Domain 4 - Professionalism**
 - 4a-Reflection/Adjustments
 - 4f-Professionalism
5. The individual teacher SLO, or Student Learning Objective, will be eliminated this year. However, the All-In MAP goal will continue this year. Teacher will be expected to support this goal through the school year, 2020-2021.
 6. This agreement does not impact or limit the authority of the Board and/or Administration to address and/or investigate conduct by licensed staff that may have otherwise been included in a summative evaluation, a formal observation, and/or an informal observation.
 7. Nothing in this agreement restricts the District's ability to issue a notice of non-renewal to a probationary teacher.

Sick Leave

1. In the event a teacher is required to quarantine or isolate at home by either a state or local government agency and is not able to work remote or remote work is not possible, then the District will allow the eligible teachers to use leave under the Emergency Paid Sick Leave (EPSL) provisions of the Families First Coronavirus Response Act (FFCRA) and any accrued leave consistent with Board policies and the School Code. Leave pursuant to EPSL will be applied prior to any other leave.

2. It is anticipated that if a teacher is able to work remotely during a quarantine or isolation period, they will do so and will be credited for doing work at home.
3. The parties will comply with guidance and directives of the IDPH and the local health department with regard to return to work.

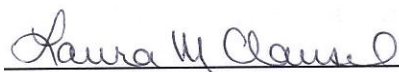
Stipends

1. In the event an extracurricular activity is canceled in its entirety as a result of an executive order, federal or state legislation, directive and/or guidance from the Center for Disease Control, Illinois Department of Public Health, and/or Illinois State Board of Education, the organizing group of said extracurricular activity, or upon the decision of the Board, no stipend will be paid to the employee assigned to the extracurricular duty. Employees will retain their previously accumulated continuous experience credit at the position occupied at the time of the cancellation.
2. In the event a sport, club, or activity is canceled for the year, the assigned sponsor or coach can create an alternative plan for the COVID committee to review and considers. If the committee believes the plan is credible, they are authorized to accept or deny the plan on behalf of the district. The committee will consist of the building principal, the building athletic director, one other coach/sponsor, one teacher non-coach.

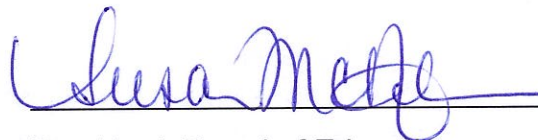
Additional Provisions

1. The parties recognize that the terms of this MOU may require amendment in the event of additional changes in guidance, executive orders, or other executive and/or legislative action(s).
2. This agreement shall be applicable for the 2020-2021 school term, and is non-precedential in nature.

ADOPTED this 22nd day of October, 2020.

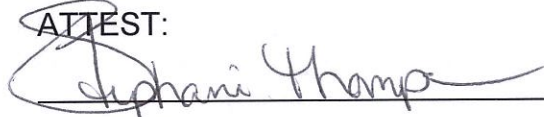


Union President, Education Association



President, Board of Education

ATTEST:



Secretary, Board of Education