

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by the Des Plaines Education Association (“the Association” or “DPEA”) and the Board of Education of Des Plaines CCSD 62 (“Board”), parties to collective bargaining agreements covering the 2020-21 school year for licensed personnel.

WHEREAS, the Des Plaines District 62 Teacher Evaluation Plan covers the evaluation of licensed personnel; and

WHEREAS, due to the COVID-19 pandemic, Board will be conducting remote learning; and

WHEREAS, the parties wish to memorialize their agreement regarding evaluations during the 2020-2021 school year due to COVID-19 and in recognition of the Governor’s disaster proclamation and the amendment to the teacher evaluation statute, the Association and the District wish to amend the CBA, Article VI.

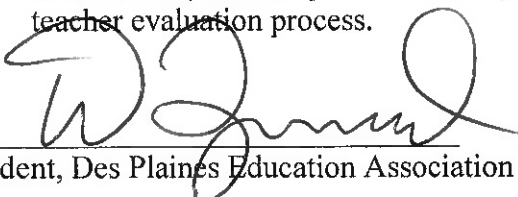
NOW, THEREFORE, it is agreed by the Board and the Association as follows:

1. The Board and the Association agree that due to the changes to the educational program required to respond to the COVID-19 public health emergency during the 2020-21 school year, including but not limited to the necessity for remote and in-person instruction and the varied nature of activities that directly support student learning during this coming school year, as well as likely changes in assessments and other metrics, the evaluation plan will be implemented only for legally-mandated evaluations of non-tenured teachers.
2. For licensed employees who have attained tenure and are scheduled for evaluation in 2020-21, the following procedure will apply:
 - a. Formal observations and summative evaluations will not be conducted for tenured teachers. Tenured teachers may continue to receive verbal formative feedback based upon informal observations, yet no formal evaluation documentation will be created.
 - b. If the employee’s last summative rating was “Excellent,” the employee will continue to retain an “Excellent” rating.

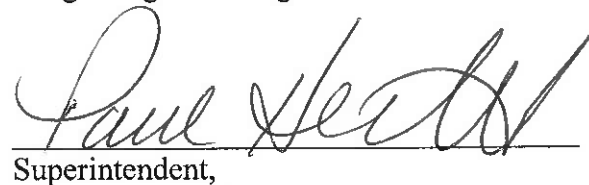
All other tenured licensed employees will be rated “Proficient” for the evaluation period reflected in the 2020-21 rating, unless the teacher requests to be formally evaluated.

3. Board will evaluate all pre-tenured teachers during the 2020-2021 school year in accordance with the Teacher Evaluation Plan; however, the parties acknowledge that it may not be possible to complete some or all probationary teacher evaluations due to the conditions created by the coronavirus pandemic. In the event Board cannot complete a performance evaluation for a pre-tenured teacher for the 2020-21 school year, the pre-tenured teacher will receive a default rating of “proficient.” Formal and informal observations will occur of remote and/or in person teaching.

- a. For each pre-tenured teacher, a minimum of two observations shall be required for the 2020-2021 school year, of which one must be a formal observation. Both observations, which includes a pre and post conversation, shall be completed by March 1, 2021. A Summative Teacher Performance Evaluation with a rating completed by the evaluator will be provided by March 1.
 - b. For the 2020-2021 school year, the formative teacher performance evaluation, which would be due by January 1st, 2021, will not be completed.
4. For any evaluations conducted during the 2020-2021 school year, the Teacher Evaluation Plan will be amended to reflect the utilization of 18-19 data for the student growth metric of the summative rating.
 5. This MOU nothing herein prevents the Administration from counseling an employee about performance issues or otherwise addressing identified performance deficiencies.
 6. This MOU shall not impair or preclude the Board of Education from exercising its statutory right to dismiss probationary teachers consistent with the procedures set forth in the Illinois school Code, 105 IL 5/24-11.
 7. This MOU shall expire at the end of the 2020-21 school year, on or before June 30, 2021, at which time; the Teacher Evaluation Plan will be reinstated in full.
 8. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement. The Board and the Association agree that this Memorandum of Understanding shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law. Nothing in this agreement constitutes a waiver of the Association's or District's position with respect to mandatory versus permissive subjects of bargaining including but not limited to the teacher evaluation process.



President, Des Plaines Education Association



Superintendent,

Date: 11/19/2020

Date: 11/20/20