

MEMORANDUM OF UNDERSTANDING

Elmwood Park Community Unit School District No. 401 (“the School District”) and the Elmwood Park Educational Team (“EPET”) hereby agree as follows:

1. The School District and EPET are parties to a collective bargaining agreement for the time period from 2017 to 2020 (“the CBA”) and are in the process of negotiating a successor collective bargaining agreement (“Successor CBA”).
2. Article VII, Section A of the CBA addresses teacher evaluations, to be conducted at least once every two school years for tenured teachers, and at least once each year for probationary teachers.
3. Due to conditions created by the coronavirus pandemic (including the implementation of remote learning, the varied nature of activities that directly support student learning, likely changes in assessments and other metrics, and the need to allocate resources to other responsibilities), for the 2020-2021 school year only, the School District and EPET agree as follows:
 - a. During the 2020-2021 school year, formal observations, student growth components, and summative evaluations will not be conducted for teachers. Informal observations may be conducted as determined appropriate by the administration, for support and feedback.
 - b. For tenured teachers who are on cycle to be evaluated during the 2020-2021 school year, evaluation ratings will be assigned as follows:
 - i. For any tenured teacher who is on cycle to be evaluated during the 2020-2021 school year and who received an Excellent rating on his/her most recent summative evaluation, the teacher will be assigned an evaluation rating of Excellent for the 2020-2021 school year.
 - ii. Any other tenured teacher who is on cycle to be evaluated during the 2020-2021 school year will be assigned an evaluation rating of Proficient for the 2020-2021 school year.
 - c. Evaluation ratings for probationary teachers will be assigned as follows: For the 2020-2021 school year, each probationary teacher’s evaluation rating will be deemed to be Proficient, for purposes of determining the sequence of honorable dismissal and for purposes of determining the attainment of contractual continued service.
4. For tenured teachers who are on cycle to be evaluated during the 2020-2021 school year, summative evaluations will be conducted during the 2022-2023 school year. For probationary teachers, summative evaluations will be conducted during the 2021-2022 school year.
5. This Memorandum of Understanding does not affect the School District’s ability to take other actions permitted by law, including (but not limited to) conducting informal observations of any teacher, requiring and reviewing data relating to student performance, documenting and addressing misconduct and performance deficiencies displayed by any teacher, honorably dismissing any teacher in accordance with School Code Section 24-12, non-renewing/dismissing any probationary teacher, or initiating tenured employee dismissal proceedings for any tenured teacher who fails to successfully complete a remediation plan or as otherwise permitted by law.

6. This Memorandum of Understanding will be effective for the 2020-2021 school year; provided, however, that this Memorandum of Understanding may be extended or amended by the parties by mutual agreement expressed in writing and signed by each party.
7. The School District and EPET agree that this Memorandum of Understanding shall not obligate the School District or EPET to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA or any Successor CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA or any Successor CBA during the term of the CBA or Successor CBA, unless such bargaining is otherwise required by law.
8. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA, any Successor CBA, or any other collective bargaining agreement.
9. The terms and provisions of this Memorandum of Understanding shall not be deemed a violation or misapplication of the terms of the CBA or any Successor CBA.
10. To the extent of any conflict or inconsistency between this Memorandum of Understanding and the CBA or any Successor CBA, the provisions of this Memorandum of Understanding shall control.

ELMWOOD PARK COMMUNITY UNIT SCHOOL DISTRICT NO. 401

By: Frank Porini

Date: 9/16/2020

Sue Capraro
ELMWOOD PARK EDUCATIONAL TEAM

By: Patricia Fedarini

Date: 9-10-2020