

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered this 11th day of ~~July~~^{August}, 2020, by and between the Board of Education of Pana Community Unit School District No. 8 (“Board” or “District”) and the Pana Education Association, IEA-NEA (“Association”).

WITNESSETH:

WHEREAS, the Association is the exclusive representative for professional educator licensed employees of the Board; and

WHEREAS, the Board and the Association, in a mutual effort to balance the rights of employees and the needs of the Board to ensure a safe and legally-compliant educational environment during the COVID-19 pandemic, believe that the use of synchronous/remote instruction is a necessary and appropriate of meeting the needs of students and providing quality instruction while students may not be able to attend school in-person, subject to the terms and conditions agreed herein; and

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Preambles.** The parties hereby find that all of the recitals contained in the preambles to this Memorandum of Understanding are full, true and correct and do incorporate them into this Memorandum by this reference.

2. **Use of synchronous/remote Instruction.** The parties agree that the use of synchronous/remote instruction in the District shall be governed by the following principles:

a. The purpose and use of synchronous/remote instruction is to provide for a quality and secure learning environment for students who are unable to attend school in-person due to the COVID-19 pandemic and related concerns. synchronous/remote instruction includes, but is not limited to, live streaming classroom instruction for students who are learning remotely, recording in-person instruction for remote learning students to view at a later time, or other means of electronically providing instruction to students.

b. During synchronous/remote instruction, the teacher will take reasonable steps to avoid other students being visually depicted in the video, but other students are not prohibited from being in the video. Confidential student information should not be discussed while the video is active.

c. The District will provide teachers with guidelines for synchronous/remote instruction.

d. Synchronous/remote instruction will not be used to observe or evaluate the performance of an employee, or monitor his/her behavior or conduct.

f. Data from synchronous/remote instruction may be viewed by appropriate District personnel in connection with investigations of suspected illegal activity, suspected security violations, or suspected improper contact or conduct with students. To the extent permitted by the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.* and the federal Family Educational Rights and Privacy Act, the Association president will also be allowed to view the information in these situations.

3. **Intent.** This Memorandum is intended to meet the interests noted above, and shall not be construed by either party as a waiver of matters of inherent managerial authority nor as a waiver of mandatory subjects of bargaining.

4. **Execution.** This Memorandum may be executed in counterparts, and any party hereto may sign any counterpart. The Memorandum shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Memorandum as fully as if all the parties have signed a single document.

5. This memorandum of understanding will be in effect through the 2020-2021 school year.

6. **Entirety of Agreement.** This Memorandum constitutes the whole and entire agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Memorandum.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on this 11th day of ^{August}~~July~~, 2020.

Pana Education Association, IEA-NEA

By: _____

President

ATTEST:



Secretary

BOARD OF EDUCATION

**PANA COMMUNITY UNIT
SCHOOL DISTRICT NO. 8**

By: _____
President

ATTEST:

Secretary