

## **MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this 22nd day of February 2022, between Oak Park School District 97 (the "District") and the Oak Park Teachers' Association, IEA-NEA (the "OPTA") (collectively, the "Parties").

**WHEREAS**, the Parties previously entered into the 2018-2022 Collective Bargaining Agreement between Oak Park School District 97 and the Oak Park Teachers' Association (the "CBA");

**WHEREAS**, the OPTA is the exclusive representative for the District's certificated, registered, and licensed staff members, as set forth in Article 1 of the CBA;

**WHEREAS**, at the time of adoption of this MOU, a global pandemic has been recognized by the World Health Organization related to COVID-19, which has resulted in the Illinois Governor issuing multiple executive orders declaring all counties in the State of Illinois as a disaster area pursuant to Section 7 of the Illinois Emergency Management Agency Act (20 ILCS 3305/7);

**WHEREAS**, Public Act 101-643, signed by the Illinois Governor on June 18, 2020, amended 105 ILCS 5/24-11 and 105 ILCS 5/24-12 to provide for mutual written agreements between school boards and exclusive bargaining representatives to an alternate performance rating for tenured teachers or a tenured teacher's default to an "Excellent" rating if rated "Excellent" in their prior summative evaluation "during any time in which the Governor has declared a disaster due to a public health emergency pursuant to Section 7 of the Illinois Emergency Management Agency Act";

**WHEREAS**, the Board and the OPTA seek to modify the tenured teacher evaluation provisions and procedures in CBA Article XI and Appendix D and the District 97 Teacher Evaluation and Growth Plan for the 2021-2022 school year consistent with the Illinois School Code, PERA Rules, and the mutually agreed upon provisions set forth below; and

**WHEREAS**, the Parties agree that the terms identified below are for the sole purpose of addressing the procedures for tenured teacher evaluations for the 2021-2022 school year and do not constitute an amendment to or revision of Article XI or Appendix D of the CBA or the Teacher Evaluation and Growth Plan.

**NOW, THEREFORE**, the Parties agree as follows:

**A. 2021-2022 Tenured Teacher Evaluations**

In lieu of summative evaluations and ratings during the 2021-2022 school year, any tenured teachers who have not yet received a summative evaluation shall receive a “default” evaluation rating as follows:

- a. **Tenured Teachers Last Rated “Proficient” or “Excellent”:** All tenured teachers in year 2 of their two-year evaluation cycle during the 2021-2022 school year whose last summative evaluation rating was “proficient” or “excellent” shall receive the same rating for the 2021-2022 school year that the staff member received in their most recent summative evaluation rating.
- b. **Tenured Teachers Last Rated “Unsatisfactory” or “Needs Improvement”:** Any tenured teachers last rated “unsatisfactory”, or “needs improvement” are not covered by this MOU and will continue to be evaluated as provided in their professional development plan (“PDP”) or remediation plan.

**B. Informal Observations and Performance Issues**

The Administration may continue to conduct informal observations of tenured teachers as provided in Article XI.D.3. This MOU does not limit the authority of the Administration to address any identified tenured teacher performance issues or deficiencies through additional informal classroom visits or observations, coaching, support, counseling, or other informal evaluation methods.

**C. Effect of Agreement**

The Parties acknowledge and agree that except as otherwise stated herein, this MOU does not constitute an amendment to or revision of the CBA or any other agreements between the Parties.

**D. Non-Precedential Effect**

The Parties agree that by entering into this MOU the Parties acknowledge and agree that it will not constitute a binding precedent regarding tenured teacher evaluation procedures.

**F. Entire Understanding**

The terms set forth in this MOU represent all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

**G. Effective Date**

This MOU is effective immediately upon execution by the authorized representatives set forth below through the balance of the 2021-2022 school year and will expire no later than June 30, 2022.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding by the signatures of their authorized representatives on the dates set forth below.

Dated: \_\_\_\_\_, 2022

**OAK PARK TEACHERS' ASSOCIATION,  
IEA-NEA**

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

Dated: \_\_\_\_\_, 2022

**BOARD OF EDUCATION OF OAK PARK  
SCHOOL DISTRICT 97**

By: \_\_\_\_\_  
Jung Kim, President

ATTEST:

By: \_\_\_\_\_  
Lonya Boose, Secretary