

**BETWEEN The BOARD OF EDUCATION OF RIVER FOREST SCHOOL
DISTRICT NO. 90
AND TEACHERS OF THE RIVER FOREST EDUCATION ASSOCIATION**

The River Forest School District No. 90 Board of Education (the “Board”) and the River Forest Education Association (the “Association”) hereby enter into the following Memorandum of Understanding (the “MOU”) in response to school disruptions as related to COVID-19:

WHEREAS, the disruption to school and related activities as attributed to the COVID-19 pandemic is unprecedented;

WHEREAS, the Board and the Association have worked together to address the implications of said disruption as it relates to providing students synchronous remote learning through live streaming; and

NOW THEREFORE, the Board and Association agree as follows:

Live Streaming Defined

The parties recognize that due to a disruption of in-person learning attributed to COVID-19, there will be a need to provide synchronous remote learning to students who are unable to participate in the in-person educational program offered by the District.

When such an occurrence arises, the parties agree that teachers will live stream instruction.

Live stream instruction shall be defined as real-time teaching being accessed by students not participating in the in-person educational program. This could include but is not limited to live video and/or audio, screen share, Zoom, Swivl, etc.

Access to such instruction shall be via a dedicated Zoom link only viewable by the students assigned to the live stream classroom.

Teachers will be given complete authority for selecting which portions of a lesson should be recorded and/or posted online.

Whenever possible, students will not be on posted video. Videos will only be posted on secure District 90 approved platforms.

Synchronous Learning Defined

As stated by ISBE, synchronous learning allows “real-time interaction and discussion between the teacher and students.” Synchronous learning can include direct instruction, mini-lessons, demonstrations, small group discussions, partner work, and a 1:1 conference between student and teacher during a class period. Teachers may schedule small groups or individual work sessions during class periods. Students are responsible for attending these sessions.

Synchronous Learning Family Expectations

1. Livestream videos will not be recorded, shared, or manipulated in any way by parents or students.
2. Students are responsible for attending synchronous lessons at the time they are presented.
3. The synchronous lessons are for School District 90 students who are participating in the fully remote program only. The links to the real-time live stream will not be shared.
4. Decisions about adjustments to grading/assessments are at the discretion of the teacher, within school and District parameters. Generally, students will be graded the same as when they are participating in the D90 in-person model of instruction.
5. District staff is in full control of the video feed. If, for any reason, the staff member deems it necessary to pause the video, they will do so.
6. Teachers may schedule small group or individual work sessions during class periods. Students are responsible for attending these sessions as assigned.
7. Families and students agree to observe terms of service set forth by the Zoom Meeting platform. (<https://zoom.us/terms>)

Live Stream Responsibilities

The District shall establish and communicate expectations for live stream instruction with parents/guardians, students, and staff prior to the instruction occurring. (See attached addendum: Synchronous Learning Acceptable Use Agreement.)

The District shall provide training for all teachers who are expected to provide live stream instruction.

The District shall be responsible for providing all teachers who participate in live stream instruction the appropriate equipment to effectively live stream lessons to students. This camera will provide for an expanded view of the front of the classroom and the teacher who is instructing. To the greatest extent possible, the equipment will allow for students that are learning remotely to interact with the teacher and students in the classroom.

Should a disturbance in the classroom or a distraction from a student receiving live streaming occur during live stream instruction, the teacher shall cease the live stream as soon as possible and resume instruction when the situation has been rectified.

Students enrolled in any in-person classes who are not in attendance on any given day shall have access to portions of the live stream program and posted recordings when appropriate.

1. Live stream instruction will occur during the defined instructional day. There will be times during the school day (e.g. lunch breaks, special classes) when live streaming will cease. All stakeholders will be informed of the live streaming schedules so as to anticipate breaks from live streaming.
2. Live stream instruction shall not be used for teacher evaluations and will not be used to formally rate teachers. Such lessons may be used to investigate allegations of misconduct which occurs during live stream instruction.
3. All other provisions of the Agreement between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this MOU.
4. This MOU shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this MOU.

2020-2021 TEACHER EVALUATIONS

The purpose of this memorandum is to memorialize the understanding reached between the River Forest District 90 Public Schools Board of Education (“Board” or “District”) and the River Forest District 90 Education Association (“Association” (collectively “the parties”) concerning the 2020-2021 teacher evaluation process at all of the schools in the District as a result of the COVID-19 pandemic.

On June 18, 2020, Governor Pritzker signed Public Act 101-0643 into law, which amended the Illinois School Code by modifying Section 24-11 to address default evaluation ratings in the event a teacher who otherwise is scheduled for an evaluation is not evaluated during the time in which the Governor has declared a disaster under Section 7 of the Illinois Emergency Management Act, including the Governor's disaster proclamation due to COVID-19.

In light of the Governor's order and the amendment to the teacher evaluation statute, the Association and the administration of the District ("District Administration") met to discuss Teacher Evaluations. As a result of the discussion the parties reached an agreement as follows:

1. The parties understand that tenured teachers who received a proficient or excellent rating on their last evaluation and are on cycle to be formally evaluated during the 2020-2021 school year will not be evaluated in this school year. Non-tenured teachers will be evaluated during the 2020-2021 cycle with a start date of October 15, 2020. However, the first non-tenured formal observation may not occur before Winter Break under these circumstances.
2. Any such tenured teacher who was otherwise on cycle for a formal evaluation during the 2020-2021 school year will receive the same rating they received at their last evaluation if that rating was excellent or proficient.
3. The parties agree that observations conducted during live-streaming sessions will not be used as formal observations for either tenured or non-tenured teachers during the 2020-21 school year. Recordings of pre-agreed upon lessons can be used for formal observations.
4. The parties understand that an evaluation cycle for tenured teachers is normally a two year period and that teachers are continuously evaluated during that two year period. Any tenured teacher who receives a default rating during 2020-21 will not receive another summative rating until the 2022-23 school year. Accordingly, any performance issues or concerns that are identified during the two school years preceding the year in which the tenured teacher is to be evaluated may also be included in the formal evaluation in accordance with the District's Evaluation Plan and the Collective Bargaining Agreement. The changes in the evaluation cycle are summarized in Appendix A, "Revised Teacher Evaluation Cycles, 2020-2023".
5. Consistent with Section 24-11 of the School Code, any tenured teacher who is on cycle to be formally evaluated during the 2020-2021 school year shall have his/her 2020-2021 evaluation rating default to "Proficient", except that, pursuant to P.L. 101-643, 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, such tenured teacher who received “Excellent” on their last evaluation shall receive an “Excellent.”

6. It is the intention of the administration to evaluate all non-tenured teachers during the 2020-2021 school year. However, consistent with Section 24-11 of the School Code, any nontenured teacher who does not get evaluated during the 2020-2021 school year shall have his/her 2020-2021 evaluation rating default to “Proficient”.
7. The parties understand that nothing in this Memorandum of Understanding limits the building administration’s authority to conduct informal evaluations and scheduled drop-ins of all tenured and non-tenured teachers.
8. The parties agree that the Joint Committee shall have the authority and discretion to amend the Student Growth Data metric of the teacher evaluations, as outlined in the District Evaluation Plan, as needed to reflect the realities of student growth during a pandemic.
9. Any section of this MOU inconsistent with Illinois Statute, Illinois Administrative Code, or order given by an Illinois State Agency shall be invalidated in order for the MOU to be in compliance with any such Statute, Administrative Code, or order given by an Illinois State Agency.

2020-2021 SICK BANK

During the 2020-2021 school year teachers will be allowed to access the RFEA sick bank, after using 10 days of emergency paid sick leave and either 10 of their own sick days or half of their existing sick days, whichever is less, for COVID-related quarantine, COVID-related diagnosis, and COVID-related medical conditions for themselves if they are participating sick bank members. Part-time teachers must contribute to the sick bank in the same manner as specified in the contract for full-time teachers to be eligible to withdraw days from the bank.

RFEA members would be able to use up to 15 days from the RFEA sick bank. These days do not need to be used contiguously. The process for applying for the use of the sick bank and receiving approval are identical to the existing language in the RFEA contract, with one addition: RFEA members are asked to contact the RFEA co-presidents one week in advance of the first sick bank day that they anticipate using.

This Memorandum of Understanding shall expire at the end of the 2020-2021 School Year.

This MOU shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this MOU.

Board of Education
River Forest District 90 Public Schools

Date

River Forest District 90
Education Association

Date

Appendix A
 Revised Teacher Evaluation Cycles, 2020-2023

	2019-2020	2020-2021	2021-2022	2022-2023
Non-Tenured	Appraisals completed	All non-tenured teachers evaluated	All non-tenured teachers evaluated	All non-tenured teachers evaluated
Tenured - Group A	Appraisal year - Defaulted to rating received in 2017-2018 as per Section 7 of Emergency Management Agency Act	Maintain summative rating received in 2017-2018 Informal observations continue Informally continue goal work outside of TalentEd system	Resume with Year 1 of their 2-year cycle <ul style="list-style-type: none"> • Typical appraisal system resumes 	Year 2 of 2-year cycle <ul style="list-style-type: none"> • Typical appraisal system resumes
Tenured - Group B	Year 1 of their 2-year cycle; Professional goal met as per Section 7 of EMAA	Maintain summative rating received in 2018-2019 Informal observations continue Informally continue goal work outside of TalentEd system	Resume with Year 2 of their 2-year cycle that began in 2019-2020 <ul style="list-style-type: none"> • Typical appraisal system resumes 	Year 1 of 2-year cycle <ul style="list-style-type: none"> • Typical appraisal system resumes