

MEMORANDUM of AGREEMENT
Between
Amboy Community Unit School District 272
And The
Amboy Education Association

Teacher Evaluations 2020-2021

The purpose of this memorandum is to memorialize the understanding reached between the Amboy Community Unit School District 272 Board of Education (“District”) and the Amboy Education Association (“AEA”) concerning the teacher evaluation process at all of the schools in the District as a result of the COVID-19 pandemic.

When making the determination for how to best move forward with teacher evaluation for the 2020-2021 school year, the District will acknowledge:

- Current district performance evaluation plans are based on observing the interaction between students and teachers *in classrooms with children in attendance for in-person learning*.
- It is likely that many (or all) districts, at some point in the year, might be required to deliver instruction remotely or in classroom environments that do not allow for the observation of student and teacher interaction with students in attendance for in-person learning.
- Teachers are not primarily trained to provide remote instruction and qualified evaluators are not trained to evaluate remote instruction.
- Within our current reality, it may not be possible to complete the required classroom teacher observations for the 2020-2021 school year.
- It may not be possible to collect sufficient *valid and reliable data* on which to base the classroom practice element of educator evaluation.

In light of the Governor’s disaster proclamation and the amendment to teacher evaluations in the Illinois School Code with Public Act 101-0643, the AEA and the District agreed to the following:

1. The parties understand that, if the Governor’s disaster proclamation remains in effect for the entire school year, tenured teachers who received a proficient or excellent rating on their last evaluation (i.e., the 2018-2019 school year) and are on cycle to be formally evaluated during the 2020-2021 school year as determined by the District will default to the same summative rating they received during the previous evaluation cycle. If the

Governor's disaster proclamation expires during the school year, tenured teachers who were not evaluated will default to a proficient rating this school year.

2. Any such tenured teacher who was otherwise on cycle for a formal evaluation during the 2020-2021 school year but who does not receive an evaluation, will not receive a formal evaluation until the 2022-2023 school year unless the District provides notice that an evaluation will occur during the 2021-2022 school year
3. 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., For tenured teachers whose evaluation cycles fall during the 2020-2021 school year, the evaluation cycle will be a three year period. 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 be referenced in the formal evaluation.
4. During the 2020-2021 school year, tenured teachers, who are on cycle, may request to be evaluated. This request should be in writing to their principal no later than September 30th at the close of business. Evaluators will conduct such requested evaluations using only in-person observations and student growth data for students attending in-person.
5. It is the goal of the administration to evaluate all non-tenured teachers during the 2020-2021 school year. However, consistent with Section 24-11 and 24-12 of the *School Code*, any non-tenured teacher who does not get evaluated during the 2020-2021 school year Will default to a "Proficient".
6. Nothing in the Memorandum of Understanding prevents the District from evaluating any teacher during the 2021 - 2022 school year, regardless of whether he/she is tenured or if he/she is on cycle during that school year.
7. All teachers are subject to the District's discipline procedures, including dismissal, for misconduct, as well as the Reduction-in-Force procedures.
8. The parties understand that nothing in this Memorandum of Understanding limits the building administration's authority to conduct informal evaluations and walk-throughs of all tenured and non-tenured teachers and to provide formative feedback and support to tenured and non-tenured teachers. The district reserves the right to address performance concerns.

9. This Memorandum of Understanding shall expire at the end of the 2021-2022 School Year.

10. The terms and conditions of this mutual agreement as noted herein are non-precedential.

Dated this 17 day of September 2020



Association President



President, Board of Education

