

MEMORANDUM OF UNDERSTANDING

The Board of Directors of the Southwest Cook County Cooperative Association for Special Education ("SWCCCASE") and the Special Education Council 2445, Local 943, IFT-AFT, AFL-CIO ("the Union") hereby enter into this Memorandum of Understanding ("MOU") regarding employee evaluations for the 2020-2021 school year.


SWCCCASE and the Union hereby agree as follows:

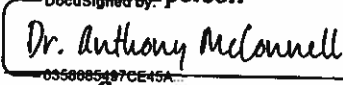
1. For purposes of this MOU:
 - a. A certificated employee is any bargaining unit member who has a Professional Educator License and is a member of the Teachers' Retirement System of the State of Illinois.
 - b. An educational support personnel ("ESP") employee is any bargaining unit member who is a member of the Illinois Municipal Retirement Fund.
 - c. A continuing ESP employee is an ESP employee who has completed the applicable probationary period.
 - d. A probationary ESP employee is an ESP employee who has not yet completed the applicable probationary period.
2. SWCCCASE and the Union are parties to a Collective Bargaining Agreement that was effective until June 30, 2020 ("CBA"). SWCCCASE and the Union are in the process of negotiating a successor agreement ("Successor CBA").
3. Article V of the CBA addresses certificated employee evaluations, to be conducted at least once every two (2) school years for tenured certificated employees, and at least once each year for probationary certificated employees. In addition, Article V of the CBA addresses ESP employee evaluations, to be conducted at least once every other year for continuing ESP employees and at least once each year for probationary ESP employees.
4. 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, SWCCCASE and the Union agree as follows:
 - a. Evaluations will not be conducted for continuing ESP employees.
 - b. Formal observations and summative evaluations will not be conducted for tenured certificated employees.
 - c. For any tenured certificated employee 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 tenured certificated employee will be assigned an evaluation rating of Excellent for the 2020-2021 school year.

- d. Any other tenured certificated employee 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.
5. For tenured certificated employees and continuing ESP employees who are on cycle to be evaluated during the 2020-2021 school year, summative evaluations will be conducted during the 2022-2023 school year.
6. SWCCCASE will attempt to evaluate probationary ESP employees during the 2020-2021 school year; however, the parties acknowledge that it may not be possible to complete some or all probationary ESP employee evaluations due to the conditions created by the coronavirus pandemic.
7. SWCCCASE will attempt to evaluate probationary certificated employees during the 2020-2021 school year; however, the parties acknowledge that it may not be possible to complete some or all probationary certificated employee evaluations due to the conditions created by the coronavirus pandemic. To the extent the evaluation of any probationary certificated employee(s) cannot be completed, any such probationary certificated employee will be assigned an evaluation rating for the 2020-2021 school year as follows:
 - a. If the probationary certificated employee has received at least one performance evaluation rating conducted by SWCCCASE, the probationary certificated employee's performance evaluation rating for purposes of determining the sequence of honorable dismissal is deemed to be Proficient.
 - b. Pursuant to School Code Section 24-11, the probationary certificated employee's performance evaluation rating for purposes of determining the attainment of contractual continued service is deemed to be Proficient.
8. This MOU does not affect SWCCCASE's ability to take other actions permitted by law, including (but not limited to) conducting informal observations of any employee, documenting and addressing misconduct and performance deficiencies displayed by any employee, honorably dismissing any employee in accordance with applicable School Code provisions, discharging any ESP employee in accordance with the law, non-renewing or dismissing any probationary certificated employee in accordance with the law, or initiating tenured employee dismissal proceedings for any tenured employee who fails to successfully complete a remediation plan or as otherwise permitted by law.
9. This MOU will be effective for the 2020-2021 school year; provided, however, that this MOU may be extended or amended by the parties by mutual agreement expressed in writing and signed by each party.
10. SWCCCASE and the Union agree that this MOU shall not obligate SWCCCASE and the Union 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.

11. This MOU is not subject to the grievance/arbitration provisions of the CBA or any Successor CBA.
12. This MOU 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.
13. The terms and provisions of this MOU shall not be deemed a violation or misapplication of the terms of the CBA or any Successor CBA.
14. To the extent of any conflict or inconsistency between this MOU and the CBA or any Successor CBA, the provisions of this MOU shall control.

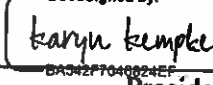
Board of Directors, SWCCCASE

By: 
1B0376AB4316467
Chairperson

Attest: 
0350855197CE45A
Secretary

Date: 8/7/2020

Special Education Council 2445, Local 943, IFT-AFT, AFL-CIO

By: 
BA042F7040024EF
President

Date: 8/7/2020