

**MEMORANDUM OF UNDERSTANDING REGARDING
ENGLISH AS A SECOND LANGUAGE ENDORSEMENT PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the Board of Education of Yorkville Community Unit School District No. 115 (the “Board” or “District”) and the Yorkville Education Association, IEA/NEA (the “Association”) (hereinafter referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (“CBA”) that is in full force and effect and shall continue in effect until June 30, 2026; and

WHEREAS, the District has determined that the student population would benefit from additional staff with the English as a Second Language (ESL) Endorsement in certain grade levels; and

WHEREAS, the District has received certain grant money from the Illinois State Board of Education to support District staff members in obtaining their ESL Endorsement (“Grant”); and

WHEREAS, the Board wishes to offer eligible teachers the opportunity to participate in a Yorkville CUSD No. 115 English as a Second Language Endorsement Cohort Program through Aurora University from March 12, 2024 to June 1, 2025 to obtain the ESL Endorsement with certain associated costs paid by the District from the Grant (the “Cohort Program”); and

WHEREAS, the Association would like this opportunity to be offered to its members.

NOW THEREFORE, the Parties agree as follows:

1. Application Process. Teachers interested in participating in the Cohort Program, which begins on March 12, 2024 must submit a completed application to the Superintendent using the form attached hereto as Exhibit A by February 16, 2024. All applicants must agree to abide by the conditions contained herein and in Exhibit A.
2. Eligibility to Apply. All teachers in the District are eligible to apply except for those who: (1) would not be able to fulfill the mandatory two (2) school year employment commitment following completion of the Cohort Program; (2) have submitted a retirement notice pursuant to Article XII Section 14 of the CBA or another CBA in the District; or (3) would cause the District to pay a penalty to TRS due to an increase in creditable earnings of over 6% after receiving the lane advancement due to successful completion of the Cohort Program.

3. Applicant Selection. Subject to the completion of a second application process through Aurora University and final approval by Aurora University, and based upon the needs of the District, including, but not limited to, the needs of the English as a Second Language learner population and available funding, the Superintendent or designee, in their sole discretion, shall select up to forty (40) applicants to participate in the Cohort Program.
4. Covered Costs. For any applicant selected to participate in the Cohort Program (“Participating Teacher”), the District shall pay all Cohort Program associated costs (“Covered Costs”) directly to Aurora University, except for those set forth herein. Covered Costs are limited to tuition. Covered Costs do not include books/materials or the fee to take the ESL Endorsement test administered by the Illinois State Board of Education. The fee for course books/materials, as well as the fee for the ESL Endorsement test must be paid by each Participating Teacher and are not reimbursable by the District. Covered Costs paid by the District pursuant to this MOU shall not count against any Participating Teachers’ reimbursement limits contained in Article XII, Section 9 of the CBA.
5. Progress. Participating Teachers must maintain high academic standards and integrity and submit academic transcripts to the District Office at the end of every term reflecting a grade of “B” or higher or “pass” in a “pass or fail” course.
6. Termination from Cohort Program.
 - a. Terminated by Cohort Program:

If the Participating Teacher fails to maintain high academic standards and integrity, or is not performing to expectations, or engages in misconduct, or is expelled or otherwise removed from the Cohort Program by Aurora University, the District will remove the Participating Teacher from this MOU and the Participating Teacher shall no longer have Covered Costs paid on their behalf in future semesters and, in accordance with the Promissory Note, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease at the time the Participating Teacher is removed from the Cohort Program.
 - b. Teacher Quits the Cohort Program:

If the Participating Teacher quits or otherwise fails to complete the Cohort Program, in accordance with the Promissory Note, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease at the time the Participating Teacher quits.

7. Termination by District.
 - a. **Reduction in Force:** If the District determines that it must institute a reduction in force that results in a Participating Teacher's honorable dismissal, the Board will waive the repayment provisions contained in this MOU for that Participating Teacher and all obligations under this MOU on the part of the Board for that Participating Teacher shall cease as of the Participating Teacher's last day in the District.
 - b. **Failure to Maintain ESL Endorsement/License:** If the Participating Teacher fails to maintain their ESL Endorsement/License such that they do not remain available for immediate assignment by the District into an ESL position, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board and repay the Board for the cost of the lane movement paid, if any was paid before the effective date of the dismissal of the Participating Teacher from the District. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease as of the Participating Teacher's last day in the District.
 - c. **Dismissal:** If the District dismisses a Participating Teacher from their position for any reason not otherwise listed in Paragraph 7.a or b. above, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board and repay the Board for the cost of the lane movement paid, if any was paid before the effective date of the dismissal of the Participating Teacher from the District. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease as of the Participating Teacher's last day in the District.
8. Promissory Note. All Participating Teachers must sign and submit the Promissory Note attached hereto and incorporated herein as Exhibit B prior to enrolling in the Cohort Program to acknowledge that if the Participating Teacher fails to fulfill the requirements contained in this MOU, the Participating Teacher must repay all Covered Costs to the Board in accordance with Exhibit B and this MOU.
9. Program Completion and ESL Endorsement. A Participating Teacher must complete the Cohort Program and obtain the ESL Endorsement within eighteen (18) months after their initial enrollment in the Cohort Program. In the event that a Participating Teacher fails to complete the Cohort Program and obtain the ESL Endorsement within this timeframe, in accordance with the Promissory Note, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease upon the Participating Teacher's failure to complete the Cohort Program within that timeframe.

10. Two-Year Employment Commitment. A Participating Teacher must continue active employment as a teacher with the Board for two (2) school years following the date the Participating Teacher obtains the ESL Endorsement. In the event that a Participating Teacher voluntarily leaves the employ of the Board prior to the expiration of two (2) school years following the date they obtain the ESL Endorsement, the Participating Teacher shall repay the Board a pro-rated amount of the Covered Costs paid by the Board and any amount paid to the Participating Teacher per Paragraph 11 based on the amount of the two (2) school year employment commitment fulfilled by the Participating Teacher in accordance with the Promissory Note (e.g., a Participating Teacher who obtains the ESL Endorsement at the end of the 2025-2026 school year and earned enough hours through the Cohort Program to change lanes from BS to BS +12 at the end of the 2025-2026 school year such that the Participating Teacher is paid \$4500 for the lane change at the beginning of the 2026-2027 school year, and the Participating Teacher voluntarily resigns at the end of the 2026-2027 school year will repay \$2250 of the lane change amount and half of the Covered Costs paid by the District because he/she completed one school year of the two school year commitment.)

11. Horizontal Movement. Participating Teachers may apply any credit hours completed in the Cohort Program towards achieving the credit hours required per Article XII, section 8 of the CBA to qualify for horizontal movement only after the Participating Teacher successfully passes the ESL test and obtains the ESL Endorsement. If the Participating Teacher completes the courses in the Cohort Program but fails to pass the ESL test, they may not apply the 18 credit hours or any portion thereof towards the credit hours required per Article XII, section 8 of the CBA to qualify for horizontal movement. In accordance with the CBA, in order to apply the credit hours completed in the Cohort Program towards achieving the credit hours required per Article XII, section 8 of the CBA to qualify for horizontal movement to take effect in a school year, the Participating Teacher must submit proof to the Superintendent or designee that they have obtained the ESL Endorsement by October 1 of the school year. If the Participating Teacher successfully completes the Cohort Program and obtains the ESL Endorsement within 18 months after initial enrollment in the Cohort Program but after October 1 of the school year, then to the extent the credit hours obtained from the Cohort Program qualify for horizontal movement, such movement will not occur until the following school year provided the requisite proof is provided by February 15 of that school year. Also, in accordance with Article XII, section 8 of the CBA, Participating Teachers may move only two lanes in a school year. As such, if the credits earned would cause the Participating Teacher to qualify for a third lane movement, the third lane movement will occur in a future school year such that the Participating Teacher will only move two lanes in a school year.

12. Conflict. In the event of a conflict between the terms and conditions of this MOU and those of the CBA, the terms and conditions herein shall govern.

13. Non-Precedential. This MOU is non-precedential and nothing in this MOU requires the Board to offer this benefit at any other time.

14. Non-Grievable. The selection of participants for the Cohort Program or application of the provisions of this MOU is non-grievable.

District 115

YORKVILLE

Community Unit School District

Administrative Center • 800 Game Farm Road • Yorkville, Illinois 60560 • 630-553-4382 • y115.org

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

Yorkville Education Association
By: Nicole S. Jones
President

Date: 3/11/24

Board of Education of Yorkville
Community Unit School District No. 115,
Kendall County, Illinois

By: [Signature]
Board President

Date: 11-MAR-24

Attest
By: [Signature]
Board Secretary

Date: 3/11/24

EXHIBIT A

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115

**APPLICATION FOR AURORA UNIVERSITY ENGLISH AS A SECOND LANGUAGE
ENDORSEMENT COHORT**

Yorkville Community Unit School District No. 115 is offering its teachers the opportunity to apply for enrollment in the English as a Second Language Endorsement Cohort Program through Aurora University that begins on March 12, 2024. The District will pay all Cohort Program tuition, textbooks, and other required curricular costs (except for the fee to take the ESL Endorsement test administered by the Illinois State Board of Education) directly to Aurora University on behalf of the selected teachers. Subject to the completion of a second application process through the Aurora University and final approval by Aurora University, and based upon the needs of the District, including, but not limited to, the needs of the English as a Second language learner population and available funding, the Superintendent or designee, in his/her sole discretion, shall select up to forty (40) applicants to participate in the Cohort Program.

The Cohort Program consists of *six courses to be completed over a 12-month period.*

Interested teachers must apply on this form, sign the attached promissory note, and submit it to the District office by *February 16, 2024*. Teachers should carefully review the conditions stated below and complete the digital application.

NAME: _____

SCHOOL: _____

POSITION: _____

(List all positions held in the District, past and present)

YEARS OF SERVICE IN DISTRICT: _____

CURRENT SALARY LANE: _____

FOREIGN LANGUAGE EXPERIENCE: _____

Thank you for your interest in the Yorkville CUSD 115 ESL Endorsement Cohort, in partnership with Aurora University. We are pleased that so many staff are interested in taking advantage of this opportunity. Unfortunately, we do not have enough slots in the 2024-2025 cohort to accept everyone who is interested. As a result, per our MOU with the Board of Education and the YEA, we have developed a short application. Filling out this application will reflect your commitment to the year of coursework, if you are selected for the cohort. Please know there is not one specific question or prompt on this form that will qualify or disqualify a person from consideration in the cohort. Full applications will be reviewed and evaluated independently of one another in order to ensure balanced representation across the district, keeping the needs of our students at the forefront of our mission and purpose.

Please fill out this application by Friday, February 16. No applications received after this date will be considered. A committee will review applications immediately as they are received and will notify everyone of their standing by Friday, February 23. Paige de la Cruz will share your name and email with the representatives from Aurora University, and they will roster all participants in the cohort and contact them directly with next steps for registration and payment arrangements.

If you have any questions, please contact Paige de la Cruz, Coordinator for Multilingual Services at pdelacruz@y115.org or extension 4381.

Name: _____ Email: _____

Building (Select all that apply)*

- Autumn Creek
- Bristol Bay
- Bristol Grade
- Circle Center
- Grande Reserve
- Yorkville Early Childhood Center
- Yorkville Grade
- Yorkville Intermediate
- Yorkville Middle
- Yorkville High (including Academy)

Content area(s) you are certified to teach.*

- | | |
|--|--|
| <input type="checkbox"/> Art | <input type="checkbox"/> Music |
| <input type="checkbox"/> CTE/Theater | <input type="checkbox"/> Pre-K Education |
| <input type="checkbox"/> Dual Language | <input type="checkbox"/> PE/Health |
| <input type="checkbox"/> Elementary Education | <input type="checkbox"/> Science |
| <input type="checkbox"/> English Language Arts | <input type="checkbox"/> Social Studies |
| <input type="checkbox"/> Math | <input type="checkbox"/> World Language |
| | <input type="checkbox"/> Other: |

Years of service in Yorkville 115*

Do you prefer to join Cohort 1 (March 2024-March 2025), Cohort 2 (May 2024-May 2025), or no preference?*

- Cohort 1 (March 2024-March 2025)
- Cohort 2 (May 2024-May 2025)
- No preference

Language Skills*

For the following question, please use these descriptions to help guide your response:

Advanced = able to carry on extended conversations on a variety of topics and communicate with speakers of that language unaccustomed to non-natives

Intermediate = able to carry on simple conversations on familiar topics and communicate with speakers of that language accustomed to non-natives

Novice = able to communicate at a foundational level on very familiar topics with only words, short phrases, or memorized sentences

- Monolingual English speaker (future multilingual)
- Novice in a language other than English
- Intermediate in a language other than English
- Advanced in a language other than English

Multiple-choice questions (Please choose 3 items from the list in response to each prompt. Please know that there is no right or wrong answer. Your responses simply reflect your opinion and perspective as it relates to the situations provided.)

Which are the top three attributes that you believe a teacher of multilingual learners must possess in order to be successful?*

- Builds relationships
- Consistent
- Empathetic
- Energetic
- Fair, but firm
- Flexible
- Goal-oriented
- Multilingual
- Proactive
- Structured

Which are three high-leverage strategies that you believe every teacher of multilingual learners should employ?*

- Cooperative learning
- Explicit teaching of language constructs
- Frequent progress monitoring
- Gradual Release of Responsibility (I do, we do, you do)
- Learning stations
- Leveled/Scaffolded questioning
- Modified texts and/or assignments
- Multimodal teaching (auditory, kinesthetic, visual)
- Using bilingual resources
- Whole-group instruction

Free-response questions (Please provide a written response to the following questions. There is no length expectation or requirement, and you will not be evaluated on the mechanics of your writing; simply the content of your response will be reviewed.)

What impact will your learning have on your current teaching practices?*

Is there any information you can share with us to assist in the decision making process?*

If selected for the cohort, which endorsement do you plan to pursue?*

- ESL endorsement
- Bilingual endorsement
- Both

Is there an alternate email address that you would prefer to use for any correspondences over the summer?*

The provisions of the Memorandum of Understanding (“MOU”) is entered into by and between the Board of Education of Yorkville Community Unit School District No. 115 (the “Board” or “District”) and the Yorkville Education Association, IEA/NEA (MOU) are incorporated by reference.

By signing below, I am certifying that I have carefully reviewed this application and the attached Promissory Note and MOU, and that I am voluntarily submitting my application for participation in the English as a Second Language Endorsement Cohort Program through Aurora University. I understand and acknowledge that my continued receipt of the tuition benefit is contingent upon meeting the requirements contained in the MOU. I further understand that by submitting this application, I agree that if selected to participate in the Cohort Program, I must complete the Cohort Program and obtain the ESL Endorsement within eighteen (18) calendar months of initial enrollment, continue my employment with the District for at least two (2) school years after earning the ESL Endorsement and maintain my ESL Endorsement and license such that I remain eligible to teach ESL during those two (2) years. I understand and acknowledge that if I fail to meet these requirements, I will have to repay the Covered Costs paid by the Board and any amounts paid pursuant to Paragraph 11 of the MOU and attached Promissory Note in accordance with the requirements contained in the MOU. I also understand that if I quit the Cohort Program or am removed by the District from the Cohort Program or removed or otherwise expelled from the Cohort Program by Aurora University, I will have to repay the Covered Costs paid by the Board in accordance with the MOU and attached Promissory Note and any amount paid pursuant to Paragraph 11 of the MOU. Lastly, I understand that if my employment is terminated by the District for a reason other than reduction-in-force, I will repay the Board the amount of the Covered Costs paid by the Board in accordance with the MOU and repay the Board any amounts paid pursuant to Paragraph 11 of the MOU, if any.

Signature: _____

Date: _____

EXHIBIT B

PROMISSORY NOTE

\$ _____

Date: _____
Kendall County, Illinois

FOR VALUE RECEIVED from the Board of Education of Yorkville Community Unit School District No. 115 (“Board” or “District”), Kendall County, Illinois, a body politic and corporate, for the purpose of fees related to my voluntary enrollment in the English as a Second Language Endorsement Cohort Program through Aurora University (“Cohort Program”) approved by application pursuant to that Memorandum of Understanding (“MOU”) entered into by and between the Board and the Yorkville Education Association (“Association”), dated _____, 2024, I _____, as Maker, promise to pay to the Board, as Payee, the principal sum of _____ Dollars (\$ _____ .00), if Maker:

1. Fails to complete the Cohort Program and obtain the English as a Second Language Endorsement within eighteen (18) calendar months of enrollment in the program; or
2. Voluntarily leaves the District’s employ or is dismissed from employment in the District for reasons other than reduction in force prior to the exhaustion of the two (2) school year period immediately following receipt of the ESL Endorsement; or
3. Fails to maintain the ESL Endorsement or license such that Maker is available to teacher ESL at any point prior to the exhaustion of the two (2) school year period immediately following receipt of the ESL Endorsement; or
4. Voluntarily quits the Cohort Program or is dropped by the District from the Cohort Program or is removed from the Cohort Program by Aurora University.

Payment of the above sum, or any lesser amount as may be due or owing in accordance with the terms of the MOU, to which this Promissory Note is attached and into which it is incorporated, by Maker shall first be taken by Payee from any wages Payee owes to Maker via payroll deduction(s). In the event the Payee is unable to collect the outstanding sum through payroll deduction(s), the Payee shall advise Maker of any unpaid balance and Maker shall remit payment of any amount still due and owing within thirty (30) days of Maker’s last date of employment with the District, or in accordance with a time period and repayment schedule established by the Board.

Maker’s failure to remit payment in accordance with the terms of this Promissory Note shall constitute an event of default under this Promissory Note. If such default continues for a period of ten (10) days after receipt by the Maker hereof of written notice of such default, the failure on the Maker’s part to repay any outstanding balance will result in the Board commencing legal action against the Maker. In the event of default, the Payee shall be entitled to reasonable costs of collection, including reasonable attorneys’ fees.

District 115
Y **YORKVILLE**
Community Unit School District

Administrative Center · 800 Game Farm Road · Yorkville, Illinois 60560 · 630.553.4382 · y115.org

All payments required by this Promissory Note shall be made to:

Yorkville Community Unit School District No. 115
800 Game Farm Road
Yorkville, IL 60560

Confession of Judgment: Maker irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Maker for the unpaid amount of this Promissory Note as evidenced by an affidavit signed by an officer of the District setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors and waive all rights of appeal. If a copy of this Promissory Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Maker waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Payee may elect until all amounts owing on this Promissory Note have been paid in full. Maker hereby waives and releases any and all claims or causes of action which Maker might have against any attorney acting under the terms of authority that Maker has granted herein arising out of or connected with the confession of judgment hereunder. Should any provision of this Promissory Note be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Promissory Note to the extent that it violates the law, but the remaining provisions shall remain in full force and effect.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Illinois.

THIS AGREEMENT SHALL CONSTITUTE THE MAKER'S EXPRESS WRITTEN CONSENT, WITHIN THE MEANING OF THE ILLINOIS WAGE PAYMENT AND COLLECTION ACT, 820 ILCS 115/9, TO DEDUCT THE AMOUNT SET FORTH ABOVE FROM ANY WAGES OR FINAL COMPENSATION DUE MAKER BY THE BOARD OF EDUCATION OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115, EVEN IN EXCESS OF 15% OF SUCH COMPENSATION. THIS CONSENT WAS FREELY GIVEN PRIOR TO ANY DEDUCTION BEING MADE.

Maker: _____
**Yorkville Community Unit School
District No. 115, Kendall County,
Illinois**

Date: _____

Payee: _____

Date: _____

Witness: _____

Date: _____

