

MEMORANDUM OF UNDERSTANDING

Re: Extended School Year Program

This Memorandum of Understanding (“MOU”) is made and entered into on the date(s) indicated below, by and between the Board of Education of Norridge School District No. 80 (“the Board”) and the Norridge Education Association for Teachers, IEA-NEA (“the Association”) regarding the School District’s extended school year (“ESY”) program.

WHEREAS, the Board will initiate an expanded ESY program for students with disabilities beginning in June 2019: and

WHEREAS, the Board and the Association desire to address compensation and other conditions of employment of bargaining unit members for the ESY program apart from the collective bargaining process.

NOW THEREFORE, the Board and the Association agree as follows:

1. The recitals set forth above are incorporated herein.
2. “ESY” is defined as self-contained special education programming provided beyond the regular school term in accordance with the child’s IEP at no cost to parents, pursuant to ISBE regulations (See 23 Ill. Admin. Code 226.75).
3. The District shall endeavor to post vacancies for the ESY program by May 15 of each school term, or as soon as possible as positions may become available thereafter. District staff will have an opportunity to apply for positions based on appropriate licensure and projected student enrollment for not less than five (5) workdays prior to posting such positions for external applicants.
4. Employees shall be paid according to the schedule provided at the time an ESY contract is signed by the employee. Sick and personal leave days awarded under the Collective Bargaining Agreement (“CBA”), and other benefits available under the CBA, will not be available for use during the ESY program. ESY employees are expected to fulfill the entire ESY schedule unless a flexible work schedule is approved in writing by the Superintendent of Schools. An employee will not be subject to discipline for an absence during the ESY program provided the absence would qualify for use of sick leave during the regular school term. An absent employee shall not be paid for a missed workday.
5. The decision to employ staff for the ESY program will be subject to the ESY program director’s recommendations, student enrollment and student needs. Subject to Section 6 below, ESY positions shall be first offered to District staff before posting for outside applicants.
6. A District employee will be ineligible to work extended school year if s/he received a “needs improvement” or “unsatisfactory” overall on their last performance evaluation, or if employee’s work in the ESY programs shall will require an employer contribution by the Board to TRS due to the increase in an the employee’s TRS creditable earnings in excess of the then-applicable threshold for such employer contributions.

2/7/19

7. Compensation for time worked during the ESY program shall be paid the following rates:

LBS 1: \$45.00 per hour
Therapy Staff (i.e. Speech, Social Work, OT): \$50.00 per hour

8. The implementation of this MOU will not be deemed a violation of the CBA.

9. This MOU shall not waive any other requirements contained in the CBA, shall not negate or modify any provision of the CBA except as specifically set forth herein, and shall not require the Board or the Association to bargain over any provision of the CBA during the term of the CBA unless such bargaining is otherwise required by law.

10. This MOU is not subject to the grievance/arbitration provisions of the CBA except for alleged violations of this MOU.

11. This MOU is not precedential in effect, and shall not be considered to set precedent or past practice. This MOU shall not require the Board or the Association to agree to a similar arrangement in the future or for another employee.

IN WITNESS WHEREOF, the Board of Education of Norridge School District No. 80 (by its duly authorized representatives) and the Norridge Education Association for Teachers, IEA-NEA (by its duly authorized representative) have signed this MOU on the date(s) indicated below.

BOARD OF EDUCATION OF
NORRIDGE SCHOOL DISTRICT NO. 80

NORRIDGE EDUCATION ASSOCIATION
FOR TEACHERS, IEA-NEA

By: [Signature]
President

By: [Signature] *Jisha Shubher*
President

Attest: [Signature]
Secretary

Date: 3/4/19

Date: 3/5/19