

**MEMORANDUM OF UNDERSTANDING REGARDING
GRANTING OF SICK LEAVE**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Board of Education of Community High School District No. 155**, McHenry and Lake Counties (“the District” or “the Board”) and the **High School District 155 Education Association, IEA-NEA** (“the Association”) (collectively, “the Parties”).

WHEREAS, the Parties have recently reached a tentative agreement for a successor collective bargaining agreement (“CBA”) that, upon ratification by the Association and approval by the Board, will become effective on July 1, 2022, and expire on June 30, 3027.

WHEREAS, the CBA contains a new provision that allows certain eligible teachers to be granted sick leave days in excess of the normal annual allotment in exchange for their irrevocable notice of retirement to be submitted after the new CBA becomes effective on July 1, 2022;

WHEREAS, the Parties desire to offer a similar benefit to certain eligible teachers who submit their their irrevocable notice of retirement to Sue Burton (sburton@d155.org) in the Human Resources Department no later than **Tuesday, June 28, 2022** at 4pm, with a retirement date of the last teacher workday of the **2025-2026** school year; and

WHEREAS, nothing in this MOU confers any benefits or obligations on District employees who are outside the Association’s bargaining unit.

NOW THEREFORE, any provision(s) of the current 2019-2022 Collective Bargaining Agreement between the Parties notwithstanding, the Parties agree to the following:

1. **Eligibility Requirements:** To be eligible for the benefits set forth in Section 2 of this MOU, the teacher must:
 - a. have at least 170 unused accumulated sick leave days from the District at the time of the request (not from previous districts that is banked with TRS).
 - b. submit a request for a sick leave grant and a notice of irrevocable retirement to Sue Burton (sburton@d155.org) in the Human Resources Department by **Tuesday, June 28, 2022** at 4 pm, with a retirement date of the last teacher work day of the **2025-2026** school year.

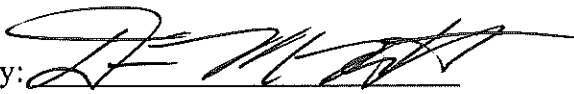
2. **Sick Leave Grant:**
 - a. If a teacher meets the above eligibility requirements, he/she will be granted 100 sick leave days or enough to bring the teacher’s total accumulated sick leave to 340 days, whichever is less.
 - b. The sick leave days will be granted by June 30, 2022.

3. **Early Retirement Penalty:** If a teacher who receives a sick leave gift retires before the irrevocable retirement date included in his/her notice, the teacher will not be eligible for the Retirement Track 3% salary increases set forth in the CBA. If the teacher accepts a sick leave gift and is participating in the Retirement Track 3% salary increases, but then retires earlier than the retirement date listed on the notice of irrevocable retirement, the teacher must repay to the District the difference between the 3% salary increases and what he/she would have been paid per the CBA if he/she was not participating in the Retirement Track 3% salary increases.
4. **Effective Date.** This MOU is effective as of the date that both Parties have signed the MOU.
5. **Non-Precedential and Non-Grievable.** This MOU is non-precedential, does not establish a past practice, and is not grievable by the Association or its individual members.

IN WITNESS WHEREOF, the Board and the Association have executed this Agreement on the dates written below.

High School District 155 Education Association, IEA-NEA

Community High School District No. 155, McHenry and Lake Counties

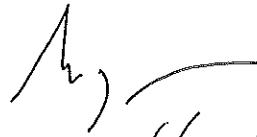
By: 
President

By: 
Superintendent

Date: 5/27/22

Date: 5/25/22

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6/21/22