

APPENDIX D

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 15th day of June, 2020, by and between the Board of Education of School District 90 (the "Board") and the River Forest Education Association (the "Association") (collectively, the "Parties") to document the mutually agreed terms of the Parties' one (1) contract year extension of the current 2017-2020 Collective Bargaining Agreement (the "CBA").

WHEREAS, the Association is the exclusive bargaining representative for all certified educational employees at the District in accordance with Article II ("Recognition and Scope") of the CBA;

WHEREAS, the 2017-2020 CBA expires on August 15, 2020; and

WHEREAS, the Board and the Association have agreed to extend the terms of the CBA for a period of one (1) contract year and to modify certain provisions of the 2017-2020 CBA for the 2020-2021 contract year.

NOW, THEREFORE, in accordance with the mutual agreements of the Parties hereto, it is hereby agreed by the Board and the Association as follows:

1. Term of Agreement. Article XII, Section 12.2 ("Duration") is amended to read as follows:

This Agreement shall be effective as of August 16, 2020, and remain in full force and effect until August 15, 2021. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement.

2. Compensation. Appendix A ("Compensation") is amended to read as follows:

For the 2020-2021 School Year, each teacher who taught and/or was on paid leave for at least 100 days during the 2019-2020 school year shall have his or her 2019-2020 base salary increased by CPI with a floor of 3.0% and a ceiling of 5.0% provided such salary shall be adjusted on a prorated basis as a result of a change in the teacher's full or part-time status.

3. Extra Duty Pay. Paragraph 9 of Appendix B ("Extra Duty Pay Schedule") is amended to read as follows:

Compensation for extra duty stipends will be based on the schedule for the 2019-2020 school year, attached as Exhibit 1, adjusted by CPI with a floor of 1.2% and a ceiling of 5.0%. In addition, the Lunch Coordinator stipend is frozen at \$8,200, the Lunch Supervision stipend is frozen at \$34 per hour, and the Thursday Meeting stipend is frozen at \$1,500 for the duration of this Agreement.

4. Summer School. Article XI, Section 11.4 (“Salary”) is amended to read as follows:
- The rate of pay for Summer School will be no less than \$47.75 per hour and will be increased by CPI with a floor of 2.1% and a ceiling of 5.0%.
5. Sick Leave Bank. Paragraphs (a) and (d) of Article VIII, Section 8.4 (“Sick Leave Donation Program”) are amended to read as follows:
- a. A teacher may enroll in the Bank by signing an authorization form agreeing to contribute to the Bank by September 15th, or within thirty (30) days of being hired by the School District. To draw from the bank, a teacher needs to have fulfilled one of the following: a) contributed three (3) total days to the sick bank; b) contributed a number of days equal to the number of years employed by the District, up to three (3) days; or c) contributed the number of days that equal their years of employment up to a total of three (3) days if they have lapsed in contributing days in past years. A teacher may donate up to three (3) days in any year employed in the District. When the total number of days in the Bank equals four (4) times the number of participants, no yearly contribution will be required until such time that the Bank is depleted to two (2) times the number of days equal to the number of participants.
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- d. The maximum number of days allowed for any single catastrophic prolonged illness shall be up to ninety (90) school days. Any contributing member as specified by section 8.4a. to the sick bank who has not yet met the full contribution of three (3) days to the sick bank shall be able to withdraw up to ninety (90) school days minus any remaining contributions for a maximum withdrawal of no fewer than eighty-eight (88) school days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one hundred eighty (180) school days and again met requirements specified in 8.4a.
6. Insurance Contributions. Article IX, Section 9.8 (“Insurance”) is amended to read as follows:
- a. For each teacher who taught and/or was on an approved leave for at least 100 days during the 2012-2013 school year, the Board will contribute an amount equal to the full single premium for twelve (12) months for each full-time teacher who elects to participate in the District's health, dental, and life insurance program recommended by a staff committee, adopted by the Board, and approved by the Association for each year of this Agreement. This staff committee may meet periodically to review the District's total insurance program offered to employees, but shall meet at least once annually. The committee may request a meeting with the Superintendent to discuss specific issues relating to health, dental, and life insurance. The Superintendent will determine if any other administrative staff needs to participate in such meeting and schedule the meeting within thirty (30) days of the request. A part-time employee who is employed at no less than 0.5 FTE may elect to participate in the program and the Board shall pay the prorated portion of the equivalent of the full single premium of each teacher

who so elects to participate. In addition, the Board will for the 2020-2021 school term, contribute \$525 per month toward the cost of insurance premiums for all full-time teachers who elect family health insurance. Part-time teachers shall receive a proportionate share of the amount based on the time spent at work.

- b. For each teacher not eligible for insurance benefits under paragraph (a), the Board will contribute an amount equal to 90% of the full single premium for twelve (12) months for each full time teacher who elects to participate in the District's health, dental, accident, and life insurance program recommended by a staff committee, adopted by the Board, and approved by the Association for each year of this agreement. A part-time employee who is employed at no less than 0.5 FTE may elect to participate in the program and the Board shall pay the prorated portion of the equivalent of the insurance premium of each teacher who so elects to participate. In addition, the Board will for the 2020-2021 school term, contribute \$455 per month toward the cost of insurance premiums for all full-time teachers who elect family health insurance. Part-time teachers shall receive a proportionate share of the amount based on the time spent at work.

7. Medical Insurance After Retirement. In Article IX, Section 9.24 ("Medical Insurance After Retirement"), Paragraph (d) is moved to Paragraph (e), and the following language is inserted as the new Paragraph (d):

In 2020-2021, the 2019-2020 contribution will be increased by the CPI with a floor of 2.1% and a ceiling of 5.0%.

8. Fair Share. Article IV, Section 4.9 ("Fair Share") is deleted entirely.
9. Pre-Kindergarten References. All references to Kindergarten ("K") in Article IX, Section 9.11(a), Section 9.12, and Section 9.13, and in Appendix B are replaced with a reference to Pre-Kindergarten ("PK").
10. MOU Appendix. This MOU shall be attached and incorporated in the 2017-2020 CBA as Appendix D.
11. Effect and Duration of MOU. Except as otherwise provided in this MOU, the remaining provisions of the 2017-2020 CBA will continue to remain in effect through August 15, 2021.
13. Entire Agreement. This MOU sets forth all the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof and there are no promises, agreements, undertakings, either oral or written, expressed or implied between them other than as herein set forth.
14. Amendment of MOU. Except as otherwise provided, no subsequent alteration, amendment, change, or addition to this MOU shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
15. Binding Effect of Agreement. This MOU is valid and binding upon the Parties upon ratification by the Association and approval by the Board and is authorized by the representatives of the Board and the Association as set forth below.

Dated: 6/15/2020

IN WITNESS WHEREOF:

For the Association:

Brenda Katchen
Shana Joyce

For the Board:

[Signature]
Sherry Wilber