

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by Zion School District No. 6, Lake County, Illinois, (“District”) and the Zion Education Association – IEA/NEA (“Association”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, the Association and the District are parties to the Collective Bargaining Agreement between the Board of Education of Zion School District No. 6 and Zion Education Association – IEA/NEA (July 1, 2017 – June 30, 2022) (“CBA”); and

WHEREAS, to address the ongoing COVID-19 pandemic, to assist with the registration and enrollment of students over the summer, and to provide nursing services for the summer school program the District established a 12-month nurse position; and

WHEREAS, the Parties engaged in a meeting on June 16, 2021, to bargain the impact surrounding the establishment of the 12-month nurse position; and

WHEREAS, the Parties wish to memorialize the understanding reached as a result of the impact bargaining which took place on June 16, 2021.

NOW, THEREFORE, the Parties agree as follows:

- 1. Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated in this paragraph by reference.
- 2. Definitions.** For the purposes of applying terms and conditions of employment under the CBA, the terms “employee,” “educational support personnel employee,” “highly qualified assistant” and “nurse” will all include the 12-month nurse position, unless a specific provision herein makes reference directly to the terms and conditions of employment applying only to the 12-month nurse position. In the event of a conflict of language, the term specific to the 12-month nurse position will control.
- 3. Work Year and Summer Responsibilities.** The 12-month nurse position will work a full 12-month period from July 1st through June 30th each year. The 12-month nurse position will be entitled to legal school holidays and will not work on days when the District Office is closed. Over the summer months when school is not in session, the 12-month school nurse position will perform tasks associated with the registration and enrollment of students, nursing services for summer school programs, as well as responsibilities assigned by District and building administrators.
- 4. Leave and Vacation.** The 12-month nurse position will be entitled to the same leave benefits as other educational support personnel employees. The 12-month nurse position, in addition to the leave benefits enumerated in the CBA, will also be entitled to vacation leave. 12-month school nurses will receive vacation days in accordance with the following number of years of experience in the District for a 12-month assignment:

1-3 Years	12 Vacation Days
4-6 Years	15 Vacation Days
7+ Years	18 Vacation Days

The 12-month nurse position will earn vacation on a pro-rata basis equal to the appropriate number of vacation days in accordance with years of experience in the District in a 12-month period. All use of vacation must be preapproved by the 12-month nurse's direct supervisor. Use of vacation days will not be granted during the first five (5) or last five (5) days of the school term or immediately preceding or following a legal holiday or school recess. Vacation will not accumulate and must be used within twelve months of it being earned or will be lost and no longer available for use or compensation. The District will not pay the 12-month nurse for any accrued, unused vacation days unless payment is required by law. Any required vacation payment will be made after the 12-month nurse's receipt of his or her final paycheck for regular earnings and after his or her last day of service.

5. Currently Employed Certified School Nurse. The currently employed certified school nurse, Wanda Warren, will not be reassigned to a 12-month nurse position. Ms. Warren will work in accordance with the work year defined in Article VIII Section D of the CBA for nurses. The currently employed certified school nurse will receive an increase to her base hourly rate beginning the 2021-2022 school term to \$45.78, this rate does not include any applicable longevity payment.

6. Continuing Education. In accordance with the terms of Article XVII Section H.2 of the CBA, in addition to undergraduate courses leading to a Bachelor's Degree, nurses are eligible to pursue credits toward a professional educator license with an endorsement in school nursing, subject to their successful completion of all of the requirements contained in Section H.2. Consistent with Section H.2, 12-month nurses who successfully complete the requisite credits or obtain their professional educator license with an endorsement in school nursing will receive a 1.84% increase to base salary. Further, to the extent not already obtained, 12-month nurses are encouraged to obtain vision and hearing certification.

7. Amendments. No provisions or requirements expressed in this MOU may be altered, modified, changed and/or canceled after the effective date of this MOU, except upon the express written consent of all Parties.

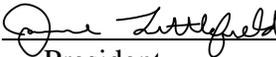
8. Execution. This MOU may be executed in multiple counterparts, and a set of counterparts bearing the signatures of the Parties hereto shall constitute the MOU as fully as if the Parties had signed a single document. The Parties agree to accept facsimile and electronic copies of this MOU as if original copies.

9. Term. This MOU shall remain in full force and effect at the time of execution by the Parties through June 30, 2022.

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF ZION SCHOOL DISTRICT NO. 6, LAKE COUNTY, ILLINOIS and the ZION EDUCATION

ASSOCIATION-IEA/NEA, have approved and executed this MOU on the dates indicated below, and the MOU shall be effective as of the last date of signature.

Zion Education Association, IEA/NEA

By: 
President

Date: 06/21/2021

Board of Education of Zion School District No. 6

By: 
Board President

Date: 6/22/2021

Attest

By: 
Board Secretary

Date: 6/22/2021