

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this ____ day of _____, 2023, by and between the Board of Education of Pana Community Unit School District No. 8 (“Board” or “District”) and the Pana Education Association, IEA/NEA (“Union”);

WITNESSETH:

WHEREAS, the Union is the exclusive bargaining representative of all regularly employed certified employees of the District; and

WHEREAS, the Board and the Union are parties to a collective bargaining agreement covering the 2021-2022 through the 2023-2024 school years (“the Agreement”); and

WHEREAS, the Agreement includes Appendix B(1) for Extra-Duty Increments for the term of the Agreement; and

WHEREAS, there is currently no stipend for a Percussion Instructor position; and

WHEREAS, the parties have agreed upon a stipend for a Percussion Instructor position and wish to memorialize the same herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preambles. The parties hereby find that the recitals contained in the preambles to this Memorandum are full, true and correct and do incorporate them into this Memorandum by this reference.

Section 2. Amendment to Collective Bargaining Agreement. The appendix providing for Extra-Duty Increments at the end of the Agreement is hereby amended to add the following to that respective table:

Assignment

% of Base

Percussion Instructor 2%

Section 3. Entirety of Agreement. This Memorandum constitutes the whole and entire agreement between the parties regarding this matter. Except as so amended, the Collective Bargaining Agreement between the parties remains in full force and effect. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Memorandum.

Section 4. No Precedent. This Memorandum shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future situations of similar nature or kind.

Section 5. Execution. This Memorandum may be executed in counterparts, and any party herein may sign any counterpart. The Memorandum shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Memorandum as fully as if all the parties shall have signed a single document.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed on the date first written above.

**BOARD OF EDUCATION
PANA CUSD NO. 8**

By: _____
Its President

ATTEST:

Its Secretary

**PANA EDUCATION
ASSOCIATION, IEA/NEA**

By: _____
Its President