

RESOLUTION AGREEMENT AND RELEASE OF CLAIMS
**(BLOOMINGDALE ELEMENTARY SCHOOL DISTRICT 13/
BLOOMINGDALE COUNCIL OF TEACHERS, LOCAL 571)**

THIS RESOLUTION AGREEMENT is made by, and entered into between, the Board of Education (the "Board") of Bloomingdale Elementary School District 13, DuPage County, Illinois (the "School District") and the Bloomindale Council of Teachers, Local No. 571 ("the Union) on behalf of itself and all of its former and current members.

WHEREAS, the Board and the Union are parties to a collective bargaining agreement, effective 2019-2022, that sets forth the terms and conditions of employment for employees represented by the Union ("the Agreement");

WHEREAS, the Board and the Union were parties to a collective bargaining agreement, effective 2016-2019 that set forth the terms and conditions of employment for employees represented by the Union during the 2017-2018 school year ("the Prior Agreement");

WHEREAS, Section 3.7.2 of the Prior Agreement states that teachers are to receive additional compensation based on a per diem rate of pay for any days worked in excess of 182 in a school year;

WHEREAS, based on the school calendar in effect for the 2017-2018 school year, teachers worked two additional institute days for a total of 184 days;

WHEREAS, Section 4.1.3 of the Prior Agreement and the Agreement state that "any grievance initiated pursuant to these procedures shall be initiated within 30 days of the occurrence of the matter to be grieved (or within thirty days from the date that a reasonable person would become aware of the occurrence). Failure of any teacher or the Union to act on a grievance within the prescribed time limits will act as a bar to any further processing thereof."

WHEREAS, on or about August 9, 2019, the Union formally notified the District of a dispute concerning the wages paid to teachers for the 2017-2018 school year related to the teachers working 184 days instead of 182 days;

WHEREAS, neither the Union nor any teacher filed a grievance, administrative action or lawsuit related to the number of days worked or attendant wages paid to teachers during the 2017-2018 school year; and

WHEREAS, the Board denies that any violation of the Agreement occurred and disputes that the Union's "complaint" concerning wages paid during the 2017-2018 school year was timely under the Prior Agreement, the Agreement or the law.

WHEREFORE, the Board and Union agree as follows:

1. The Union agrees on behalf of itself and all of its former and current members to waive any grievance or claim related to the number of days works and attendant wages paid to teachers during the 2017-2018 school year.

2. On a non-precedent setting basis, the Board will award all teachers who were employed during the 2017-2018 school year and who are still employed during the 2021-2022 school year, two additional personal days. Such days will be granted at the beginning of the 2021-2022 school year.

3. The Union agrees that it will not seek additional remuneration related to the number of days works and attendant wages paid to teachers during the 2017-2018 school year

4. The Board and Union agree that this Resolution Agreement has been entered into on a non-precedent setting basis and that it is not intended to and does not establish a past practice between the parties.

5. The Board and Union further agree that this Resolution Agreement does not constitute any admission of fault, responsibility or liability on the part of the Board or its Administration, and that this Resolution Agreement shall not be used, cited or referred to in any way or for any purpose in any arbitration, court or administrative proceeding, except to enforce its terms.

6. The Board and Union agree that this Resolution Agreement constitutes a full, final and binding resolution related to the number of days works and attendant wages paid to teachers during the 2017-2018 school year

BOARD OF EDUCATION,
BLOOMINGDALE ELEMENTARY SCHOOL
DISTRICT 13, DuPage County, Illinois

BLOOMINGDALE COUNCIL
OF TEACHERS, LOCAL 571

By: _____
President

Attest:

Secretary

Date: _____ Date: _____