

MEMORANDUM OF UNDERSTANDING (“MOU”)

This Memorandum of Understanding, made and entered into this _____ day of _____, 2023, by and between the Board of Education for Pana Community Unit School District No. 8 (“District” or “Board”) and the Pana Education Association, the exclusive representative of full-time and part-time certificated teaching personnel regularly employed by the District (“Association”),

WITNESSETH:

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (“CBA” or “Agreement”) covering the 2021-2024 school years; and

WHEREAS, the Agreement governs the terms and conditions of employment of unit members; and

WHEREAS, due to unforeseen availability of grant funds awarded to the District through the Teacher Vacancy Grant Pilot Program, the District wishes to use the grant funds as permitted by the grant to support staffing its school; and

WHEREAS, the Board and the Association believe agree continuity of employment of high-quality teachers is positive for both parties and the students served by Pana CUSD No. 8; and

WHEREAS, the Board and Association have reached agreement to incentivize the same with the offering of a bonus to fully certified teachers (professional educator licensed teachers) who intend to return for the 2024-2025 school year, after teaching with the District at the conclusion of the 2023-2024 school year; and

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 all of 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. Year End Bonus. In an effort to incentivize teachers to return to employment with the District for school year 2024-2025, the Board will pay each teacher a sum of \$500 by May _10_, 2024 if the teacher meets the conditions described in Section 3.

Section 3. Conditions to Receive Payment. To receive payment, teachers must have a professional educator license in school year 2023-2024 that remains effective through 2024-2025. Teachers must not have submitted a letter of resignation for their teaching job. Teachers must have attained a proficient or excellent rating on their most recent summative evaluation.

Section 4. Resignation After Receipt of Payment. Should any teacher who receives the aforementioned bonus submit their letter of resignation prior to the successful completion of the 2024-2025 school year, the teacher will be required to return the \$500 bonus to the District within fifteen (15) days of the submission of the letter of resignation. Should the District need to pursue litigation to receive repayment of the \$500 bonus, the teacher is also responsible for the District's attorney's fees and costs.

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 Agreement as fully as if all the parties shall have signed a single document.

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

**BOARD OF EDUCATION
PANA COMMUNITY UNIT SCHOOL
DISTRICT NO. 8**

By: _____
Its President

ATTEST:

Secretary

**PANA EDUCATION ASSOCIATION,
IEA-NEA**

By: _____
Its President

ATTEST:

Secretary