

MEMORANDUM OF UNDERSTANDING

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, the Board and the Association believe it in the best interest of the parties and the students served by Pana CUSD No. 8 for teachers to obtain endorsements and complete coursework for the purpose of attaining certification; 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 growth in staff of its school; and

WHEREAS, the current CBA provides, at Section 9.2, that teachers electing to advance on the salary schedule will be reimbursed up to a total of \$1,100 per year in tuition costs where the teacher provides proof of successful completion of the coursework with at least a grade of “B”; and

WHEREAS, the Board wishes to provide tuition reimbursement in excess of the tuition reimbursement amounts contained in the CBA to current unit members to support those interests

in exchange for the teacher's commitment to employment with the District for five (5) school years following final tuition reimbursement payment to the teacher; 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. Increased Tuition Reimbursement. In an effort to incentivize teachers to complete coursework to become fully certified or to obtain endorsements beneficial to the District's mission, with the same conditions described in the CBA including prior agreement of the endorsement or license and approval by the Superintendent of the coursework to be reimbursed, the teachers will be granted tuition reimbursement to cover the full cost of tuition and shall not be limited to \$1,100 per year.

Section 3. Condition of Tuition Reimbursement. In exchange for the additional tuition reimbursement payment to the teacher, the teacher agrees to commit to attaining the relevant endorsement or licensure as agreed to with the Superintendent and agrees to remain employed with the District for a minimum of five (5) years of service to the District.

A. Failure to Timely Attain Endorsement or Licensure. If the teacher fails to obtain the agreed upon endorsement, certification, or licensure within three (3) years of beginning a program, the teacher shall repay the District for the tuition reimbursement that the teacher received in excess of \$1,100 per year, as provided for in Section 9.2 of the 2021-2024 CBA. Should the District move to dismiss the teacher

prior to completion of the program, the teacher's obligation to reimburse the District will not be required.

B. Five Year Work Commitment. The teacher agrees to commit to service with the District for a period of five (5) years after completion of the licensure or endorsement for which the District paid tuition reimbursement in excess of the agreed upon amounts in Section 9.2 of the CBA. Should the teacher voluntarily leave the employ of the District prior to the completion of five (5) years of service, the teacher must reimburse the District for the tuition reimbursement in excess of \$1,100 per year. Nothing contained in this Agreement shall be construed to grant continued contractual service.

C. Repayment. The teacher shall make complete payment pursuant to Sections 3A and 3B of the Agreement within thirty (30) days of the end of the teacher's employment with the District. Should the teacher fail to do so, the District may pursue repayment through litigation in the Christian County Circuit Court of Illinois. Should the District pursue litigation against the teacher for repayment as a result of the teacher not repaying the District within the required thirty (30) days, the teacher is responsible for the District's attorney's fees and costs to recover the amount owed to the District

Section 4. Duration of Agreement. This Memorandum shall continue in effect for the remainder of the 2023-2024 school year and shall terminate upon the expiration of the school year without further notice. However, nothing herein prevents the parties from mutually agreeing to extend the terms of this Memorandum for one or more additional school years, upon mutually agreeable terms.

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