

MEMORANDUM OF UNDERSTANDING

Between

The Perandoe Special Education Council, Local #6600 IFT/AFT, AFL-CIO

And

The Management Council of the Perandoe Special Education District

The Perandoe Special Education Council (“PSEC” or “Union”) and the Management Council of the Perandoe Special Education District (“Board”, “Council”, or “District”) hereby agree to this Memorandum of Understanding. The parties agree this MOU will be effective as of July 1, 2024 going forward, is intended to address only the specific item identified below, and will not be used for any other purpose. Accordingly, the parties agree to the following:

WHEREAS, The Union is the sole and exclusive representative for a collective bargaining unit consisting of certified employees of the District; and

WHEREAS, the parties have entered into a collective bargaining agreement covering the 2022-23 through 2025-26 school years (“the Agreement” or “CBA”), which includes as Appendix A on pages 21-25 various salary schedules applicable to employees in the bargaining unit; and

WHEREAS, the agreed-on salary schedules in the CBA include separate columns labeled “MS+15”, “MS+30” and “MS+45” ; and

WHEREAS, the District has, or may have, occasion to employ certified individuals whose position requires other advanced degrees including, for example, Specialist or Doctorate; and

WHEREAS, the parties wish to clarify their mutual intent regarding the proper placement on the salary schedule for any current or future bargaining unit members possessing or acquiring such degrees.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertakings set forth in this Memorandum of Understanding, the parties agree as follows:

1. **Placement on “MS+45” Column.** The parties agree that effective July 1, 2024, bargaining unit members whose position with the District requires an advanced degree of Specialist or Doctorate and the employee holds such degree, will be placed on the “MS+45” column of the salary schedule, at the appropriate step. Current bargaining unit members earning or having earned credit hours beyond a master’s degree accumulating to 45 hours or more shall also be placed on the “MS+45” column of the salary schedule, at the appropriate step. Coursework for placement on MS+45 does not need be doctorate level but (after the signing of this agreement and moving forward) must be approved and applicable to the employee’s job responsibilities.

2. **Edit to Name of Column in CBA.** The parties agree the Salary Schedules for 2024-25 and beyond will be edited to clarify that the “MS+45” Column is also intended to apply to bargaining unit employees whose position requires a Specialist or Doctorate by, for example, adding an asterisk(*), a footnote, an explanatory comment in brackets, or other similar method.

3. **No Value as Precedent:** This MOU is made and entered into for the purposes of addressing only the specific issue addressed herein. The Parties agree this MOU shall not be used for, or referred to as, a binding precedent in any future instance; and the Parties further agree that any future matter, instance, or circumstance regarding the CBA or issues concerning similar issues will be addressed on its own merits, without any particular reference to, reliance upon, or consideration of, the terms of this MOU.

4. **No Admission of Liability:** The Parties agree that nothing in this MOU shall be construed as an admission by or against any of them for any current or prior wrongdoing, breach, liability, or violation of the CBA or otherwise, nor of any applicable law or rule, and that nothing

in this MOU shall be so construed against any party, by any other person, individual, or entity.

5. **Waiver of Grievances, ULPs, & Claims.:** The Union agrees that itself and the employees in the bargaining unit hereby waive, dismiss and forego any and all claims, grievances, demands for arbitration, lawsuits and/or unfair labor practice charges that have been presented or which could have been presented with respect to the matter addressed or referred to in this MOU.

6. **Entire Agreement; Modification and Amendment:** This MOU contains the entire understanding and agreement between the Parties on this issue, and supersedes any prior written or oral understandings between the Parties or their representatives as to the matters addressed above. This MOU may be modified or amended only by an instrument in writing duly executed and signed by all parties hereto.

7. **Applicable Law.** This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

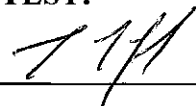
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 21st day of August, 2024.

Perandoe Special Education District

08-21-24
Date

By: 

9/10/24
Date

ATTEST:


**Perandoe Special Education Council, Local 1732,
SWIFT #6600, IFT/AFT**

8/21/24
Date

By: Kelli Rakus
Co-President

8/21/24
Date

ATTEST:
Sharon Henry
Co-President