

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the Board of Directors of the Southwest Cook County Cooperative Association for Special Education ("SWCCCASE"), the Special Education Council 2445, Local 943, IFT-AFT, AFL-CIO ("the Union"), and Kristine Kallemeyn-Schaaf ("Ms. Kallemeyn-Schaaf").

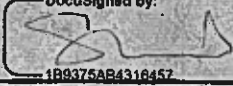
SWCCCASE, the Union, and Ms. Kallemeyn-Schaaf hereby agree as follows:

1. SWCCCASE and the Union are parties to a Collective Bargaining Agreement that was effective until June 30, 2020 ("CBA"). SWCCCASE and the Union are in the process of negotiating a successor collective bargaining agreement ("Successor CBA").
2. Ms. Kallemeyn-Schaaf is employed by SWCCCASE as a Program Substitute.
3. Article XII, Section D of the CBA states that Program Substitutes will be placed on the salary schedule entitled "Interpreters, Program Substitutes, RN w/o BA."
4. It is anticipated that the Successor CBA will include (and the parties have tentatively agreed to) a provision stating that future Program Substitutes will be placed on the salary schedule for Teachers.
5. The parties wish to transition Ms. Kallemeyn-Schaaf to the salary schedule for Teachers, without any penalty or additional employer contribution by SWCCCASE to the Illinois Teachers' Retirement System ("TRS"). To accomplish the transition, Ms. Kallemeyn-Schaaf will receive annual salary increases of six percent (6%) until she is able to be placed on the appropriate step and lane of the Teacher salary schedule with an increase of less than six percent (6%). Pursuant to this provision, beginning with the 2020-2021 school year, SWCCCASE will pay to Ms. Kallemeyn-Schaaf an annual salary equal to 106% of her prior year's salary, continuing each school year until Ms. Kallemeyn-Schaaf can be placed on the appropriate step and lane of the then-current Teacher salary schedule with an increase in creditable earnings not to exceed six percent (6%) over her prior year's creditable earnings. Beginning with the first school year for which Ms. Kallemeyn-Schaaf can be placed on the appropriate step and lane of the then-current Teacher salary schedule with an increase of less than six percent (6%), Ms. Kallemeyn-Schaaf will receive the salary identified on the Teacher salary schedule.
6. Ms. Kallemeyn-Schaaf agrees not to perform any extra duty assignments for SWCCCASE until after she has been placed on the Teacher salary schedule in accordance with Paragraph 5 (and subject to Paragraph 7).
7. Notwithstanding any contrary provision in this MOU or the CBA or any Successor CBA, for each school year covered by this MOU, the parties agree that under no circumstances shall Ms. Kallemeyn-Schaaf receive an increase in creditable earnings (as defined by the Illinois Pension Code and TRS) in excess of six percent (6%) over the prior school year.
8. SWCCCASE and the Union agree that this MOU shall not obligate SWCCCASE and the Union to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA or any Successor CBA except as addressed herein, and shall not require

either party to bargain over any provision of the CBA or any Successor CBA during the term of the CBA or Successor CBA, unless such bargaining is otherwise required by law.

9. This MOU is not subject to the grievance/arbitration provisions of the CBA or any Successor CBA.
10. This MOU is not precedential in effect and shall not constitute a practice or precedent under the CBA, any Successor CBA, or any other collective bargaining agreement.
11. The terms and provisions of this MOU shall not be deemed a violation or misapplication of the terms of the CBA or any Successor CBA.
12. To the extent of any conflict or inconsistency between this MOU and the CBA or any Successor CBA, the provisions of this MOU shall control.

Board of Directors of the Southwest Cook County Cooperative Association for Special Education

DocuSigned by:
By:  Date: 9/9/2020
1B9375AB4318452
Chairperson
Attest: Dr. Anthony McInnell Date: 9/9/2020
633888-3497 C-410A
Secretary

Special Education Council 2445, Local 943, IFT-AFT, AFL-CIO

By:  Date: 9-2-20
President

Kristine Kallemeyn-Schaaf

Signature:  Date: 9-4-20

MEMORANDUM OF UNDERSTANDING

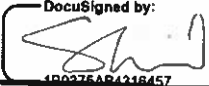
This Memorandum of Understanding ("MOU") is made and entered into by and between the Board of Directors of the Southwest Cook County Cooperative Association for Special Education ("SWCCCASE"), the Special Education Council 2445, Local 943, IFT-AFT, AFL-CIO ("the Union"), and Erin Porter ("Ms. Porter").

SWCCCASE, the Union, and Ms. Porter hereby agree as follows:


1. SWCCCASE and the Union are parties to a Collective Bargaining Agreement that was effective until June 30, 2020 ("CBA"). SWCCCASE and the Union are in the process of negotiating a successor collective bargaining agreement ("Successor CBA").
2. Ms. Porter is employed by SWCCCASE as a Program Substitute.
3. Article XII, Section D of the CBA states that Program Substitutes will be placed on the salary schedule entitled "Interpreters, Program Substitutes, RN w/o BA."
4. It is anticipated that the Successor CBA will include (and the parties have tentatively agreed to) a provision stating that future Program Substitutes will be placed on the salary schedule for Teachers.
5. The parties wish to transition Ms. Porter to the salary schedule for Teachers, without any penalty or additional employer contribution by SWCCCASE to the Illinois Teachers' Retirement System ("TRS"). To accomplish the transition, Ms. Porter will receive annual salary increases of six percent (6%) until she is able to be placed on the appropriate step and lane of the Teacher salary schedule with an increase of less than six percent (6%). Pursuant to this provision, beginning with the 2020-2021 school year, SWCCCASE will pay to Ms. Porter an annual salary equal to 106% of her prior year's salary, continuing each school year until Ms. Porter can be placed on the appropriate step and lane of the then-current Teacher salary schedule with an increase in creditable earnings not to exceed six percent (6%) over her prior year's creditable earnings. Beginning with the first school year for which Ms. Porter can be placed on the appropriate step and lane of the then-current Teacher salary schedule with an increase of less than six percent (6%), Ms. Porter will receive the salary identified on the Teacher salary schedule.
6. Ms. Porter agrees not to perform any extra duty assignments for SWCCCASE until after she has been placed on the Teacher salary schedule in accordance with Paragraph 5 (and subject to Paragraph 7).
7. Notwithstanding any contrary provision in this MOU or the CBA or any Successor CBA, for each school year covered by this MOU, the parties agree that under no circumstances shall Ms. Porter receive an increase in creditable earnings (as defined by the Illinois *Pension Code* and TRS) in excess of six percent (6%) over the prior school year.
8. SWCCCASE and the Union agree that this MOU shall not obligate SWCCCASE and the Union to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA or any Successor CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA or any Successor CBA during the term of the CBA or Successor CBA, unless such bargaining is otherwise required by law.

9. This MOU is not subject to the grievance/arbitration provisions of the CBA or any Successor CBA.
10. This MOU is not precedential in effect and shall not constitute a practice or precedent under the CBA, any Successor CBA, or any other collective bargaining agreement.
11. The terms and provisions of this MOU shall not be deemed a violation or misapplication of the terms of the CBA or any Successor CBA.
12. To the extent of any conflict or inconsistency between this MOU and the CBA or any Successor CBA, the provisions of this MOU shall control.

Board of Directors of the Southwest Cook County Cooperative Association for Special Education

DocuSigned by:
By:  Date: 9/9/2020
Chairperson
Attest: Dr. Anthony McConnell Date: 9/9/2020
Secretary

Special Education Council 2445, Local 943, IFT-AFT, AFL-CIO

By:  Date: 9-2-20
President

Erin Porter

Signature:  Date: 9-5-20