

**MEMORANDUM OF UNDERSTANDING
AMENDING 2015-2019 AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 201
AND THE WESTMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION**

RE: ONE-YEAR EXTENSION OF CONTRACT

The following Memorandum of Understanding is entered into on the date shown below between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 201, DuPage County, Illinois** (“Board”) and the **WESTMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION, IEA/NEA** (“WESPA”) (collectively, “the Parties”).

RECITALS

WHEREAS, the Board and the WESPA are parties to a Collective Bargaining Agreement for the 2015-2016 work year through the 2018-2019 work year (the “Agreement”); and

WHEREAS, the Board and the WESPA initiated bargaining for a successor agreement prior to the Governor’s Emergency Proclamation ordering schools to close and people holding non-essential employment to shelter at home; and

WHEREAS, the Governor’s Emergency Proclamation interrupted bargaining, preventing the entire Board and the WESPA bargaining teams from meeting together in person; and

WHEREAS, the Parties have determined that it is in their best interests to extend the duration of the Agreement through June 30, 2020, in accordance with the terms and conditions set forth below; and

WHEREAS, the Parties desire to continue negotiations for the 2020-2021 work year.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated in this Section as if fully set forth herein.
2. **One-Year Extension.** The Agreement, including all language and any memoranda of understanding that were due to expire June 30, 2019, is extended for one year, to and including June 30, 2020.
3. **Amendments.** For the 2019-2020 work year, the Agreement is amended as follows:
 - a. **Section 1.4. Fair Share.** Delete entire section.

b. Section 7.0. Salaries.

“Salary schedules showing the hourly wage ranges of the various employee positions for new hires are set forth in Appendix A.

The increase in the hourly wage rate for existing employees will be set using the CPI-U percentage used for the Illinois *Property Tax Extension Limitation Law* and published for the second preceding calendar year ending December 31st. For example, the 2016-2017 hourly wage increase will be set using the CPI-U as published on December 31, 2014.

2015-2016	4% hourly increase added to the employer’s base salary
2016-2017	100% of CPI, with a floor of 2.0% and a ceiling of 5%
2017-2018	100% of CPI, with a floor of 2.0% and a ceiling of 5%
2018-2019	100% of CPI, with a floor of 2.0% and a ceiling of 5%
<u>2019-2020</u>	<u>100% of CPI, with a floor of 2.0% and a ceiling of 5%.”</u>

c. Section 7.7. Bonus Incentive.

“The Board will award bonus incentive payments totaling two percent (2%) of the WESPA payroll at the end of the 2016-2017 school year and totaling three percent (3%) of the WESPA payroll at the end of the 2017-2018, 2018-2019, and 2019-2020 school years. The bonus incentive payments are to be merit-based and awarded to employees who receive a satisfactory or better performance evaluation rating.

For the 2016-2017 school year, the Board will provide eligible employees with the bonus incentive payment (calculated from 2% of the WESPA payroll) following their annual performance evaluations and shall increase the employees’ base salaries by this payment amount for the 2017-2018 school year.

For the 2017-2018, 2018-2019, and 2019-2020 school years, the Board will provide eligible employees with the bonus payment (calculated from 3% of the WESPA payroll) following their annual performance evaluations and shall increase the employees’ base salaries by 2% of this payment amount for the 2018-2019, 2019-2020, and 2020-2021 school years (i.e., the remaining 1% is a bonus payment not added to base salary)

The Association and Board acknowledge and agree that any bonus incentive award which would cause an accelerated IMRF payment to the District will be paid as a post-retirement payment to the affected employee.”

d. Article XIV. TERM OF AGREEMENT. “This Agreement shall be effective from July 1, 2015 through June 30, ~~2019~~2020.”

4. **Remaining Terms Still in Effect.** All other terms of the Agreement remain as they are and are in full force and effect through the extended term of the Agreement.

5. **Continued Negotiations.** The Parties will continue negotiations for the 2020-2021 work year.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives.

**WESTMONT EDUCATION
SUPPORT PERSONNEL
ASSOCIATION, IEA/NEA**

By: Katherine C. Kierke
WESPA President

Date: 9/21/2020

**BOARD OF EDUCATION
OF COMMUNITY UNIT
SCHOOL DISTRICT NO. 201,
DUPAGE COUNTY, ILLINOIS**

By: [Signature]
Board President

Date: 09/13/20

ATTEST

By: [Signature]
Board Secretary

Date: 10/13/20