

Memorandum of Understanding

This Memorandum of Understanding, made and entered into this 20th day of September, 2023, by and between the Jacksonville School District No. 117 (“District”) and Jacksonville Education Association, IEA/NEA (“Union”) (collectively “the parties”);

WHEREAS, during bargaining for the 2023-2026 collective bargaining agreement between the parties, a new retirement incentive was bargained; and

WHEREAS, the parties negotiated a retirement incentive which provides for certain financial benefits in consideration for an irrevocable notice of resignation and retirement four (4) years in advance; and

WHEREAS, following the bargain, the parties contemplated a situation wherein a teacher, experiencing a unique and serious illness of the teacher or the teacher’s immediate family member, might no longer meet the terms contemplated at the time of irrevocable resignation and retirement; and

WHEREAS, the parties wish to revise the contract to provide for the District’s ability to authorize a rescission of the irrevocable letter at its exclusive discretion in unique and serious circumstances; and

WHEREAS, the parties have reached mutual promises and agreement and wish to memorialize the same in writing.

NOW, THEREFORE, it is agreed that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The parties hereby find that all of the recitals contained in the preambles to this MOU are full, true and correct and does incorporate them into this resolution by this reference.

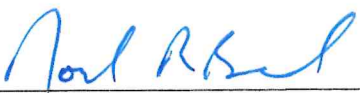
2. The parties hereby agree that if a teacher appeals to the Superintendent of Schools and Board of Education of the District for the opportunity to rescind an earlier-submitted notice of resignation and retirement, the teacher shall provide explanation and evidence supporting the reason for the request. The District shall, at its exclusive discretion, review such reasoning and evidence. The District shall not be required under any circumstances to approve such a letter, but may do so at its discretion in any instance in which the illness of the teacher or the teacher's family member suffers a unique and serious illness which impacts the teacher's ability to retire with full service credit pursuant to then-current Illinois Teachers Retirement System rules.

3. The foregoing language is intended to reflect the practice of the District and shall constitute *status quo* from this date forward.

IN WITNESS WHEREOF, this document has been executed by each of the parties hereto.

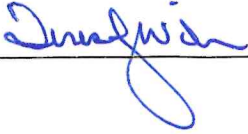
Dated this 20th day of September, 2023.

**For the
JACKSONVILLE SCHOOL
DISTRICT NO. 117**

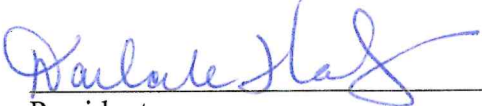


Authorized Agent

ATTEST:



**For the
JACKSONVILLE EDUCATION
ASSOCIATION, IEA/NEA**



President



ATTEST:
