

**BOARD OF EDUCATION
CAHOKIA SCHOOL DISTRICT NO. 187**

RESOLUTION NO. 20-30

RESOLUTION AUTHORIZING SUPERINTENDENT TO ENTER INTO
MEMORANDUM OF UNDERSTANDING WITH LOCAL 1272, IFT-AFT, AFL-CIO

WHEREAS, the Cahokia School District No. 187 employs nurses to implement health services for the students of the District;

WHEREAS, nurses employed by the School District are members of the Local 1272, IFT-AFT, AFL-CIO council commonly known among the parties as the Teacher's Council, ("Union");

WHEREAS, the District has had difficulty in maintaining an adequate number of "school nurses";

WHEREAS, the District requires an adequate number of school nurses to maintain proper compliance with State and Federal law and regulations;

WHEREAS, the District has discussed with the Union the issue of the shortage of school nurses within the District;

WHEREAS, in order to ensure compliance with an adequate number of nurses the District wishes to enter into an agreement with SHC Services, Inc. d/b/a Supplemental Health Care to provide placement of nurses on a temporary;

WHEREAS, the Union and District agree that the need exists for the District to enter into the agreement with SHC Services, Inc. d/b/a Supplemental Health Care to provide nurses on a temporary basis;

WHEREAS, the stated long term goal of the Parties is for the District to employ adequate numbers of school nurses;

WHEREAS, it is the best interest of the School District to enter into a memorandum of understanding with the Union regarding the nursing issue; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF CAHOKIA UNIT SCHOOL DISTRICT NO. 187, ST. CLAIR COUNTY, ILLINOIS, as follows:

Section 1. The Superintendent is authorized to enter into a Memorandum of Understanding with the Union on behalf of the School District's Board of Education.

Section 2. The final form of the MOU with the Union must be reviewed and approved by the School District's legal counsel, administration, and insurance.

Section 3. A copy of a document substantially similar to the MOU is attached hereto as "Exhibit A".

Section 4. The effective date of the MOU shall be the dated stated therein.

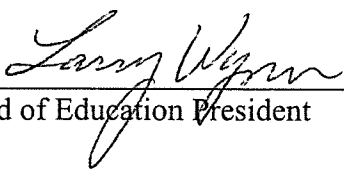
Section 5. This Resolution shall be in full force and effect upon its adoption.

ADOPTED THIS 13th day of July 2020 by the following roll call vote of the Cahokia Unit School District No. 187 Board of Education:

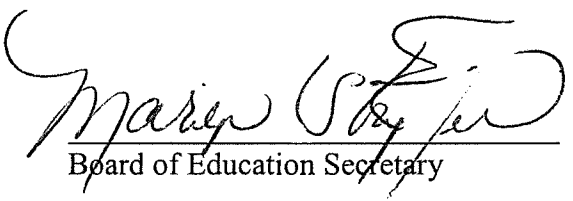
AYES D. Duncan, R. Duncan, Jackson, Powell, Shelton, Stringfellow, Wynn

NAYS None

ABSENT None



Board of Education President



Board of Education Secretary

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 11th day of August, 2020 by the Board of Education of Cahokia Unit School District No. 187 (“District”), and the Cahokia Federation of Teachers, Local 1272, IFT-AFT, AFL-CIO (“Union”).

WHEREAS, the District employs nurses to implement health services for the students of the District;

WHEREAS, nurses employed by the District are members of the Union council commonly known among the parties as the Teacher’s Council;

WHEREAS, the District has had difficulty in maintaining an adequate number of “school nurses”;

WHEREAS, the District requires an adequate number of school nurses to maintain proper compliance with State and Federal law and regulations;

WHEREAS, the District has discussed with the Union the issue of the shortage of school nurses within the District;

WHEREAS, in order to ensure compliance with an adequate number of nurses the District wishes to enter into an agreement with SHC Services, Inc. d/b/a Supplemental Health Care to provide placement of nurses on a temporary;

WHEREAS, the District shared the proposed agreement with Supplemental Health Care with the Union;

WHEREAS, the Union has reviewed the agreement with Supplemental Health Care, and provided comments to the District;

WHEREAS, the Union and District agree that the need exists for the District to enter into the agreement with Supplemental Health Care to provide nurses on a temporary basis;

WHEREAS, the stated long term goal of the Parties is for the District to employ adequate numbers of school nurses;

WHEREAS, the Parties enter into this memorandum of understanding addressing the issue involving school nurses; and

THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Agreement with Supplemental Health Care. The Parties agree that the District may enter into the agreement with Supplemental Health Care to provide nurses on a temporary basis.

2. Recruitment. The District agrees that it will continue to recruit school nurses. Recruitment shall include but not be limited to recruitment of open positions with the St. Clair County Regional Office of Education, local area colleges, universities, and nursing schools, local hospitals and health care facilities, online employment services, such as ZipRecruiter, LinkedIn, etc.

3. Waiver of Objections. The Union agrees that the District has properly engaged in discussions with the Union about the agreement with Supplemental Health Care. The Union further agrees that the use of nurses pursuant to the agreement with Supplemental Health Care does not violate the collective bargaining agreement, the Illinois School Code, the Illinois Educational Labor Relations Act, (115 ILCS 5/1 et seq.), or any other State or Federal laws or

regulations. The Union acknowledges and agrees that any and all claims, including but not limited to, any and all claims, grievances, or unfair labor practice charges under the Illinois School Code, the Illinois Educational Labor Relations Act, any collective bargaining agreements, and all federal and state labor laws, common law claims in tort, contract or otherwise, which the Union and its members may now have or claims to have or which may hereafter accrue, whether known or unknown, anticipated or unanticipated, against the District are hereby released.

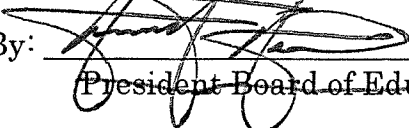
4. Past Practice. The Parties acknowledge that this Agreement is non-precedential and may not be used as a basis for a defense, policy, discipline, waiver, or past practice.

5. Complete Agreement. This memorandum of understanding contains all the terms and conditions agreed upon by the Parties hereto, and no provision or requirement expressed herein may be altered, modified or canceled, except upon the express written consent of all Parties hereto.

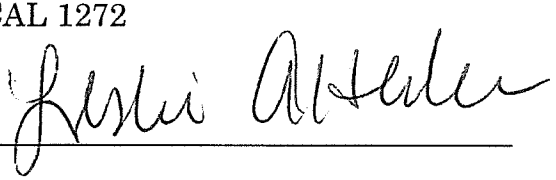
IN WITNESS WHEREOF, the District and the Union by their duly authorized representatives and agents, have signed and executed this Memorandum of Understanding on this 20th day of August, 2020.

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BOARD OF EDUCATION OF
CAHOKIA UNIT SCHOOL DISTRICT NO. 187

By:  _____ 8-11-2020
President Board of Education *Supsrw96w76w7*

CAHOKIA FEDERATION OF TEACHERS
LOCAL 1272

By:  _____ 8/11/20

