

## **Memorandum of Understanding**

The Board of Education of Hoopeston Area School District No. 11 ("Board") and Hoopeston Education Association, IEA/NEA ("Association") (collectively "the parties") hereby agree to this Memorandum of Understanding ("MOU").

The parties hereby wish to replace language recently set forth in the Collective Bargaining Agreement ("CBA") between them, as such:

The language of the CBA presently reads:

### **B8.16 Internal Substitution**

The Board hereby agrees to compensate paraprofessionals performing substitute teaching functions on a substitute teaching license at a rate of \$25 above the paraprofessional's regular daily rate for each day of substitute teaching fill-in duties that would ordinarily be performed by a regular classroom teacher but are instead being performed by the paraprofessional as a day-to-day substitute teacher. The paraprofessional employee shall only be subject to compensation as defined herein if he or she works no less than  $\frac{3}{4}$  of a school day in the substitute teaching assignment requiring substitute teaching licensure therefore.

The parties hereby agree to strike the entirety of the paragraph B.16 Internal Substitution and replace the same as follows:

### **B8.16 Internal Substitution**

The District will pay Twenty-Five and 00/100 Dollars (\$25.00) once per day for twenty-five (25) minutes or more that a paraprofessional performing substitute teaching functions on a substitute teaching license for the class of a Teacher absent. The absence may be due to an event that is scheduled by the District requiring the Teacher absence or in an emergency situation when a qualified substitute is unavailable or impracticable. The Administration will seek volunteers in an equitable fashion prior to assigning the duty. An Administrative designee will keep track of these periods to be turned in for compensation at the end of each pay period.

#### **Examples:**

A Teacher leaves with a sudden severe illness at 1:00 PM. The Administration could elect to fill the absence with either teachers or paraprofessionals teaching on a substitute teaching license. The ill Teacher would be charged a sick day. The paraprofessional who performs the internal substitution is paid under this paragraph.

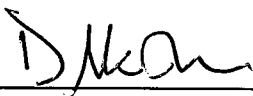
A Teacher requests to leave during the school day to watch that Teacher's child in a music event. A paraprofessional working on a substitute teaching license volunteers to "cover" for the Teacher during the volunteer Teacher's prep time. The principal agrees. This is not an emergency absence. The volunteer paraprofessional who "covers" is

agreeing to the internal substitution without pay. No personal day is charged the Teacher requesting to leave, and the paraprofessional who volunteered to "cover" is not paid the \$25.00 stipend.


The parties agree the foregoing shall be status quo between them from this date forward.

Hereby agreed and executed this 21 day of September, 2023.

**For Board:**


  
\_\_\_\_\_  
Its President

**For Association:**

  
\_\_\_\_\_  
Its President

**Attest:**

  
\_\_\_\_\_  
Its Secretary

  
\_\_\_\_\_  
Its Secretary