

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BOARD OF EDUCATION, JACKSONVILLE SCHOOL DISTRICT 117  
AND  
JACKSONVILLE EDUCATION ASSOCIATION (JEA)**

**SUBJECT: Amendment to Section 7.2 of the CBA (Personal Leave) regarding approval of dock days.**

**WHEREAS**, the Jacksonville Education Association, IEA-NEA, hereinafter referred to as "JEA," and the Board of Education of Jacksonville School District 117, hereinafter referred to as "the Board," are parties to a Collective Bargaining Agreement, hereinafter "CBA," effective August 16, 2014 through August 15, 2018;

**WHEREAS**, JEA and the Board have agreed to certain modifications concerning the use of "Dock Days" currently not covered in Article VII, Section 7.2 of the CBA;

**WHEREAS**, the Parties hereto agree to memorialize the terms and conditions of their Agreement in this Memorandum of Understanding (MOU).

**NOW, THEREFORE**, the Jacksonville Education Association, IEA/NEA and the Board of Education of Jacksonville School District 117 do hereby agree to this Memorandum of Understanding on the following terms and conditions:

1. The above recitals are incorporated into this MOU as if they had been restated verbatim.
2. The terms and conditions of this MOU shall be effective upon execution and approval of this MOU by both Parties and shall terminate on August 15, 2018, or pursuant to prior written agreement of the Parties, whichever occurs first.
3. The Parties agree to modify Section 7.2 of the CBA by adding the following subparagraph F to read as follows:
  - F. The Superintendent, or designee, may approve a teacher's request to take up to five (5) school days leave without pay (i.e., dock days) in extraordinary circumstances on the condition that the teacher has used his/her three personal leave days in that school year and the teacher's request is for leave not covered by Paragraphs 7.1, 7.3, 7.4, 7.5, 7.7, 7.8, 7.10 of this Agreement. The granting of dock days is greatly discouraged, especially on days designated for school improvement planning and/or parent teacher conferences. The Parties agree that whatever constitutes extraordinary circumstances is within the total discretion of the Superintendent, or designee. If a request for dock days is denied, that decision is not subject to the Grievance Procedure in Article III herein and is not subject to arbitration for any reason whatsoever.

All requests must be submitted in writing to the Superintendent not later than two (2) calendar weeks prior to the first requested dock day. The request must include:

1. The reason for the absence;
  2. The rationale for why the absence could not be scheduled during off-work time; and
  3. Supporting evidence, when available.
4. This MOU contains the complete understanding of JEA and the Board.
  5. This MOU may be modified only by written agreement of the parties.
  6. Each representative of the Parties executing this MOU on behalf of their organization represents and warrants that he/she has the authority to bind their respective Party to the terms and conditions of this MOU.

EXECUTED in duplicate originals on the dates stated below.

Jacksonville Educational Association (JEA),  
IEA/NEA

Jacksonville School District 117,  
Board of Education

By: Judene L Stock  
JEA Co-President, Judene Stock

By: Noel Beard  
Noel Beard, Board President

Date: 2/6/17

Date: 15 March 2017

By: \_\_\_\_\_  
JEA Co-President, Scott Robinson

Date: \_\_\_\_\_

ATTEST:

By: Corrine Wagner  
Corrine Wagner, Secretary, Board of Education

Date: 15 March 2017