## **Memorandum of Understanding**

Between the

## **Cass Education Association**

and the

## Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between Cass School District 63 (District) and the Cass Education Association (CEA) (collectively, the "Parties").

The Board of Education has appointed Michael McLean as the Treasurer of Cass School District 63. Mr. McLean is legally qualified to serve in this role and possesses a Chief School Business Official Endorsement from the State of Illinois after completing his related internship in Cass School District 63.

Mr. McLean is also a District teacher and member of the CEA which if left unaddressed, could appear to be a conflict of interest. Therefore, the purpose of this MOU is to clarify the roles, duties and precedents so that there is no conflict with these two unique and distinct positions.

Notwithstanding any provision(s) of the current Collective Bargaining Agreement (CBA), the District and CEA agree to the following:

- 1. Role of the Treasurer The Treasurer is appointed by the Board of Education and the general role is three-fold: (1) Serve as the lawful custodian of school funds and provide oversight to the Board and District's fiduciary duties; (2) review and reconcile monthly and annual statements and fund balances; and (3) maintain signature authority for any required financial statements, bond issuances or similar proceedings.
- 2. No Precedents This is a unique and one time Board appointment of a CEA member due to Mr. McLean's unique qualifications to serve in this role. It is understood that unless similarly qualified, the Board will have no obligation to consider other CEA members for the same role in the future.
- 3. Stipend The Treasurer will receive a stipend as determined by the Board of Education for work related to the role. Due to the unique nature of the role, this stipend is provided outside of the CBA with the CEA.
- 4. Hours and Duties— None of the work hours or duties of the Treasurer will be completed during the course of the contractual teacher workday.
- 5. Collective Bargaining It is understood that Mr. McLean will take no active or passive role in matters related to collective bargaining, or discussions related to employee health insurance, benefits, compensation or other matters similarly related, either with or on behalf of the CEA or the Board of Education.

- 6. Confidentiality It is understood that Mr. McLean will maintain confidentiality in all matters related to his roles as a teacher, as a CEA member, and Treasurer. It is further understood that Mr. McLean will not be placed in a position by either the CEA or District or Board of Education in which he would be expected to provide or share confidential information of or from either party.
- 7. Evaluation and Employment It is understood that Mr. McLean's evaluation as it relates to his teaching performance and his subsequent employment will in no way be impacted by his role as Treasurer. In turn, Mr. McLean's evaluation and subsequent employment as Treasurer will in no way be impacted by his role as a teacher or his teaching evaluation.
- 8. Future Discussions It is understood that if any concerns are brought forth by either party, these will be discussed and resolved immediately.
- 9. Effective Date and Term This MOU is effective immediately upon approval by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable outside of the Board appointment and employment of Mr. McLean as Treasurer.

Agreed upon on Tuesday, June 22, 2021.

Katherine Fujiura, President

Cass Education Association

Shelly Camden, President

Cass District 63 Board of Education