2019 IL App (5th) 180519-U

NO. 5-18-0519

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

GREG REID, on Behalf of Himself and All Certified Teaching Personnel Employed by Marion Community Unit School District No. 2 During the 2014-15 School Year (Class A); DURENDA FUCHS, on Behalf of Herself and All Professional Employees of Williamson County Education Services Assigned to Marion Community Unit School District No. 2 During the 2014-15 School Year (Class B, Sub-Class 1); and VICKI CHISMAR (f/k/a Kalaher), on Behalf of Herself and All Nonprofessional Employees of Williamson County Education Services Assigned to Marion Community Unit School District No. 2 During the 2014-15 School Year (Class B, Sub-Class 2),	)	Appeal from the Circuit Court of Williamson County.
Plaintiffs-Appellees,	)	
v.	)	No. 16-CH-54
BOARD OF EDUCATION OF MARION COMMUNITY UNIT SCHOOL DISTRICT NO. 2 and GOVERNING BOARD OF WILLIAMSON COUNTY EDUCATION SERVICES,	)	Honorable Mark H. Clarke,
Defendants-Appellants.	)	Judge, presiding.

JUSTICE MOORE delivered the judgment of the court.
Presiding Justice Overstreet and Justice Cates concurred in the judgment.

ORDER

¶ 1 *Held*: Circuit court correctly granted summary judgment in favor of plaintiffs, because section 10-19 of the Illinois School Code (105 ILCS 5/10-19 (West 2014)) required defendants to compensate plaintiffs for days worked beyond originally established closing date of 2014-15 school calendar.

¶ 2 The defendants, Board of Education of Marion Community Unit School District No. 2 and Governing Board of Williamson County Education Services (collectively, School Board), appeal the summary judgment entered by the circuit court of Williamson County on September 26, 2018, in favor of the plaintiffs, Greg Reid, on behalf of himself and all certified teaching personnel employed by Marion Community Unit School District No. 2 during the 2014-15 school year (Class A); Durenda Fuchs, on behalf of herself and all professional employees of Williamson County Education Services assigned to Marion Community Unit School District No. 2 during the 2014-15 school year (Class B, Sub-Class 1); and Vicki Chismar (f/k/a Kalaher), on behalf of herself and all nonprofessional employees of Williamson County Education Services assigned to Marion Community Unit School District No. 2 during the 2014-15 school year (Class B, Sub-Class 2) (collectively, employees). For the following reasons, we affirm.

¶ 3 FACTS

¶ 4 Pursuant to a joint statement of uncontested facts filed by the parties, the 2014-15 calendar adopted by the School Board established May 28, 2015, as the closing date for the academic year. The calendar budgeted five emergency days to be used in the event severe weather prevented attendance, and all five of these emergency days were used due to severe weather. Subsequently, attendance was cancelled by the School Board on two

additional days, March 5 and 6, 2015, due to severe weather. The employees concede that their pay was not reduced for the pay period encompassing these two additional days. On April 21, 2015, the School Board established a revised calendar for the 2014-15 school year, rescheduling the two additional cancelled days for the end of the year with the result of the closing date of the school year being extended to June 1, 2015. Some of the employees worked on both May 29 and June 1, 2015, some worked on only one of those days, and others utilized paid sick or personal leave days in lieu of working.

¶ 5 On May 25, 2016, the employees filed a class action complaint for a declaratory judgment against the School Board. The complaint alleged, *inter alia*, that the employees worked for the School Board beyond the days set forth on the calendar for the 2014-15 academic year but were not paid for those days. The employees requested the circuit court to grant class certification for three different categories of employees based upon whether the employees worked one, both, or none of the days beyond which the School Board extended the calendar. In addition, the employees requested the circuit court enter a declaratory judgment that the School Board breached section 10-19 of the Illinois School Code (105 ILCS 5/10-19 (West 2014)) by refusing to pay or credit the employees for leave days as appropriate. Finally, the employees requested that the circuit court order the School Board to pay or credit the employees for those days. The circuit court granted certification of the three classes on December 28, 2017.

¶ 6 On June 25, 2018, the employees filed a motion for a summary judgment and the School Board filed a cross-motion for a summary judgment. A hearing on the motions was conducted on September 24, 2018. On September 26, 2018, the circuit court entered

an order granting the employees' motion for a summary judgment, denying the School's cross-motion for a summary judgment, and awarding the employees back pay and leave days to which they were entitled, the amounts of which were to be determined on the basis of their regular contracts.[1] The School Board filed a timely notice of appeal.

¶ 7 ANALYSIS

¶ 8 The sole issue on appeal is whether the circuit court erred by granting the employees' motion for a summary judgment. "A summary judgment is properly granted when the pleadings, depositions and affidavits show no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law." *Hagy v. McHenry County Conservation District*, 190 Ill. App. 3d 833, 842 (1989). "Summary judgment is appropriate *** where there is no dispute as to any material fact but only as to the legal effect of the facts." *Id.*

¶ 9 "In appeals from summary judgment rulings, a reviewing court conducts a *de novo* review." *Makowski v. City of Naperville*, 249 Ill. App. 3d 110, 115 (1993). "The reviewing court's function in reviewing a summary judgment is to determine whether the trial court correctly found that no genuine issue of material fact existed and whether the trial court correctly entered judgment for the moving party as a matter of law." *Id.* "In the light of the record made at the time the trial court ruled [citation], a reviewing court may

[1]The School Board stipulates that the employees' contracts establish the mathematical calculation necessary to determine the compensation amounts due to each employee. In addition, the circuit court's order merely retains jurisdiction to enforce its order. Accordingly, the order is final pursuant to Illinois Supreme Court Rule 301 (eff. Feb. 1, 1994).

sustain the decision of the trial court on any grounds called for by the record, regardless of whether the trial court made its decision on the proper ground." *Id*.

¶ 10 The parties agree that the operative facts of this case are undisputed, that there are no genuine issues of material fact, and that one party or the other is entitled to a judgment as a matter of law. The parties' disagreement hinges on the construction of a provision within section 10-19 of the School Code. 105 ILCS 5/10-19 (West 2014). That section provides, in relevant part, as follows:

> "Each school board shall annually prepare a calendar for the school term, specifying the opening and closing dates and providing a minimum term of at least 185 days to insure 176 days of actual pupil attendance ***. *** [T]he board may not extend the school term beyond such closing date unless that extension of term is necessary to provide the minimum number of computable days. *In case of such necessary extension school employees shall be paid for such additional time on the basis of their regular contracts*." (Emphasis added.) *Id.*

¶ 11 The meaning of the emphasized provision above is disputed by the parties. "[T]he fundamental rule of statutory construction is to ascertain and give effect to the true intent and meaning of the legislature." *In re County Treasurer*, 308 Ill. App. 3d 897, 899 (1999). In interpreting a statute, "[c]ourts should look first to the statutory language itself, as the language of the statute is the best indication of the legislature's intent." *Id*. "Where the meaning of a statute is clearly expressed in the language of the statute, a court cannot imply any other meaning." *Id*.

¶ 12 Here, the plain language of the section at issue reveals the legislature's intent. According to this section's plain language, school boards have the authority to establish school calendars each year to accommodate the minimum number of days of attendance that the section requires. 105 ILCS 5/10-19 (West 2014). However, the statute limits the School Board's authority to lengthen the calendars past the originally-scheduled closing dates of the calendar by providing they may do so only to the extent necessary to satisfy the required number of attendance dates. *Id.* In the case that it becomes necessary to extend the closing date of the calendar in order to satisfy the required number of attendance dates, the plain language of this provision requires school employees to be paid "for such additional time on the basis of their regular contracts." *Id.*

¶ 13 The School Board argues that "for such additional time on the basis of their regular contracts" means time in excess of the number of days the employees were contracted to work. The School Board contends that because work days were rescheduled, not added, and because the employees were obligated to work 180 days pursuant to their regular contracts and were paid in full for the 180 days they actually worked, no additional compensation is required or appropriate because there was no "additional time" worked. The School Board specifies that "[i]f those contracts require extra compensation when a necessary term extension occurs, then it must be paid. If the contracts do not require extra compensation, then it is not to be paid." For the following reasons, we disagree.

¶ 14 First, an application of the "last antecedent doctrine" leads us to an opposite conclusion than that urged by the School Board. "The last antecedent doctrine, a long-

recognized grammatical canon of statutory construction, provides that relative or qualifying words, phrases, or clauses are applied to the words or phrases immediately preceding them ***." *In re E.B.*, 231 Ill. 2d 459, 467 (2008). "Under the last antecedent doctrine, the qualifying phrase would only relate to the immediately preceding phrase." *Id*.

¶ 15 Applying the last antecedent doctrine to the statutory language at issue, the words "for such additional time on the basis of their regular contracts" relate back to the immediately preceding words "[i]n case of such necessary extension school employees shall be paid." Accordingly, "additional time" refers to the time worked during any "necessary extension" imposed by the school board beyond the originally-scheduled closing date of the school calendar. The School Board's suggested interpretation, that the "additional time" the employees are to be paid for refers to time worked in addition to the number of days which was originally contracted for, runs afoul of the last antecedent doctrine. This is because, pursuant to the School Board's proposed reading, "additional time" would apply to "on the basis of their regular contracts"—the words that *follow*, rather than "[i]n case of such necessary extension"—the words that precede. Had the legislature intended for employees to be paid for working during extensions only if they worked more days than they contracted for, it could have written this condition into the provision by specifically providing that employees were to be paid for days worked beyond the number provided for in their contracts.

¶ 16 In addition to the foregoing, it is well-settled that "[i]n interpreting a statute, we must strive to interpret it so as to give meaning to all of its provisions and avoid

interpretations that would render any provision superfluous." *Hytel Group, Inc. v. Butler*, 405 Ill. App. 3d 113, 124 (2010). Applying these provisions to the School Board's position, we find that if the legislature intended for the employees to be compensated for only the days they contracted for, there would have been no need for the statutory language "on the basis of their regular contracts" at all, as the contracts would govern and render the provision mere surplusage.

¶ 17 Despite the foregoing, the School Board requests this court to find that requiring additional compensation to employees if the same is not contracted for renders the words "on the basis of their regular contracts" superfluous. We disagree. As stipulated by the parties, the contracts establish the mathematical components necessary to calculate compensation amounts for each employee. In the context of the legislative intent and the principles of statutory interpretation discussed above, we find that the words "on the basis of their regular contracts" serve as instruction regarding the amount each respective employee is to be paid if they work during any extension imposed by the schools. Accordingly, we find the words "on the basis of their regular contracts" are not superfluous.

¶ 18 Finally, we recognize that we "presume that the legislature did not intend absurdity, inconvenience, or injustice." *Board of Education of Auburn Community Unit School District No. 10 v. Department of Revenue*, 242 Ill. 2d 272, 279 (2011). "[C]ommon sense should not be a stranger to our jurisprudence and *** it may play a role in statutory interpretation." *People v. Ward*, 215 Ill. 2d 317, 327 (2005). The School Board argues that it would be absurd for the employees to be paid for two days more than

they worked. However, we find that the legislature's requirement that school boards pay employees for days worked beyond the end of the school calendar does not result in an absurdity or injustice. Indeed, we can conceive of policy reasons for the legislature to impose such a requirement, given the inconvenience imposed on the employees when a school year is extended beyond its originally-scheduled closing date, as this circumstance could interfere with the ability of such employees to make plans for themselves and their families, including plans for vacations or beginning a summer job. For all of these reasons, we find that the employees were entitled to judgment as a matter of law. Accordingly, summary judgment in favor of the employees was proper.

¶ 19 CONCLUSION

¶ 20 For the foregoing reasons, we affirm the September 26, 2018, judgment of the circuit court of Williamson County.

¶ 21 Affirmed.