

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made as of the date of BOARD approval set forth below, by and between the BOARD OF EDUCATION OF CENTER CASS SCHOOL DISTRICT NO. 66, DUPAGE COUNTY, ILLINOIS (the "BOARD") and the CENTER CASS EDUCATION ASSOCIATION, IEA/NEA (the "CCEA").

WHEREAS, the CCEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, the BOARD and the CCEA included in their 2018-2022 bargaining agreement a retirement increase of up to 3% based on then-current State law. The BOARD and the CCEA agreed that upon a change in State law, the CCEA could request negotiations to raise the 3% cap on retirement increases;

WHEREAS, the State law changed and the CCEA requested negotiations on this issue.

WHEREAS, the BOARD and the CCEA have reached an agreement to modify Article XII of the 2018-2022 bargaining agreement ("Retirement") as set forth below.

NOW, THEREFORE, the BOARD and the CCEA agree as follows:

Section 1. Article XII(C) is deleted and replaced with the following language from the 2015-2018 bargaining agreement:

### C. Benefit

#### 1. Stipend.

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 6% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. It is the intent of the parties that the 6% increases will be paid in the teacher's final years of

employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earnings increase of more than 6% over the teacher's prior year's creditable earnings.

The actual retirement stipend shall be the difference between the 6% increase and the increase the teacher would have otherwise received if he/she had not filed an "intent to retire".

Section 2. Article XII(C)(1), as set forth in Section 1, above, shall be modified by adding the following as the new last paragraph of Article XII(C)(1):

"For each year of participation in this retirement program, the teacher shall provide an additional service at no additional cost to the District, preferably some activity that will pass on a portion of the teacher's expertise and experience to less experienced staff as proposed in their Legacy Plan. Examples of such activities include mentoring new teachers, or picking up an additional vacant extra duty. Activities may be multi-year or different activities may be performed each year preceding retirement. The teacher's initial proposed Legacy Plan should be included with the teacher's notice of intent to participate in the retirement program and submitted to the Superintendent. Requests to perform a new activity in subsequent years or other modifications to the teacher's Legacy Plan should be submitted by the teacher to the Superintendent or designee by June 1 of the preceding school year."

Section 3. Teachers for whom 2019-2020 is the first school year of their four retirement years may submit a proposed activity to the co-Superintendents by November ~~15~~ 30, 2019, and upon approval shall receive for 2019-2020 a 6% creditable earnings increase over the teacher's 2018-2019 creditable earnings (subject to all other requirements of the retirement program) instead of a 3% creditable earnings increase.

Section 4. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement.

CENTER CASS EDUCATION  
ASSOCIATION, IEA/NEA

BOARD OF EDUCATION OF  
CENTER CASS SCHOOL  
DISTRICT NO. 66,  
DUPAGE COUNTY, ILLINOIS

By:   
President

By:   
President

Date: 11/4/19

Date: 11/14/19

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