

## Memorandum of Understanding

RE: Spring 2018 Retirement Incentive Program

This Memorandum of Understanding ("MOU") is made and entered into on the date(s) indicated below by the Board of Education of Norridge School District 80 ("the Board") and the Norridge Education Association for Teachers, IEA-NEA ("the Association") to offer a one-time retirement incentive program for certain teachers to retire at the end of the 2017-2018 school term.

### Recitals

Whereas, on or about February 8, 2018, the Association demanded to bargain the reduction in teaching positions and the honorable dismissal of teachers for the 2018-2019 school term; and

Whereas, the Board and the Association have completed such bargaining and have agreed as follows:

**1. Eligibility and Retirement Benefit.** The following listed teachers shall be eligible for either a one-time post-retirement lump sum severance payment or a one-time Board contribution to a 403(b) account designated by the teacher (not to exceed the maximum permitted by law), in the amounts stated below, provided that all of the listed teachers who were not honorably dismissed at the end of the 2017-2018 school term submit their irrevocable written notice of intent to retire under the Illinois Teachers' Retirement System ("TRS") effective at the end of the 2017-2018 school term as required by Section 2 below. If all of the listed teachers who were not honorably dismissed at the end of the 2017-2018 school term submit their irrevocable written notice of intent to retire under the Illinois Teachers' Retirement System ("TRS") effective at the end of the 2017-2018 school term as required by Section 2 below, the Board shall make the payments below between August 1 and August 31, 2018. Such payments are not intended to constitute creditable earnings under TRS. In the event that any listed teacher who was not honorably dismissed at the end of the 2017-2018 school term fails to submit his/her irrevocable written notice of intent to retire under TRS at the end of the 2017-2018 school term as required by Section 2 below, the irrevocable written notice of intent to retire submitted by any of the other listed teachers shall be deemed null and void and no Board payment shall be required by this MOU.

<u>Teacher</u>	<u>Lump-Sum Severance Payment</u>
Charles Heinrich	\$10,000.00
Lynn Harczak	\$15,000.00
Cynthia Piszczek	\$25,000.00
Wendy Shrake	\$25,000.00
Susan Sturgulewski	\$15,000.00

**2. Written Notice of Intent to Retire.** Each eligible teacher listed above who was not honorably dismissed at the end of the 2017-2018 school term shall provide his/her irrevocable written notice of intent to retire under TRS effective at the end of the 2017-2018 school term, in the form attached to this MOU as Exhibit A, to the Board by no later than April 30, 2018.



3. **Other Retirement Benefits.** A teacher who receives a one-time post-retirement lump sum severance payment under this MOU remains eligible to receive payment for unused sick leave under Section 31.A. of the Collective Bargaining Agreement for 2014-2019 ("CBA") and remains eligible to receive medical insurance thru August 31, 2018 but shall be ineligible for the Retirement Incentive Program under Section 31.B. of the CBA.

4. **No Violation of CBA / Non-precedential Effect.** The Association agrees that the implementation of this MOU will not be deemed a violation of the CBA. Further, the Association agrees that except for the violation of the terms and provisions of this MOU, this MOU shall not be considered as setting precedent or past practice that would constitute a basis for a grievance or other action against the Board by the Association or any employee of the Board.

**Norridge Education Association, IEA-NEA**

**Board of Education, Norridge School District 80**

By: *Joshua Schultheis*  
President

By: *[Signature]*  
President

Date: 4/26/18

Attest: *[Signature]*  
Secretary

Date: 4/26/18