

Memorandum of Understanding
Kennedy, Petrie, and Craddock grievance; Iverson grievance Settlement Proposal.
from MSEA to the employer.

Regarding the Kennedy, Petrie, and Craddock grievance:

1. A check for the equivalent one day's pay at Ms. Kennedy's daily rate of pay during the 2022-2023 school year will be issued to her and made part of her creditable earnings for the 2022-2023 school year.
2. The Board of Education will remove all documents pertaining to this incident from Ms. Kennedy's personnel file on July 1, 2025 provided she is not subject to any further discipline between the date of this agreement and June 30, 2025.
3. The discipline of Ms. Petrie and Ms. Craddock, however, will remain in place and is unaffected by the terms of this agreement.
4. The parties agree that nothing in the resolution of the Kennedy, Petrie, Craddock grievance establishes any sort of precedence.

Regarding the Iverson grievance:

1. The District will pay Ms. Iverson \$408 dollars as compensation for her additional hourly work in relation to the Fall, 2022 6th Grade Orientation (TOOLS.)
2. The District will report this compensation to the Illinois Teachers' Retirement System (TRS) as creditable earnings for the 2022-2023 school year.
3. For the 2023-2024 school year and each subsequent year of Ms. Iverson's Retirement Notice Period, the above \$408 will be converted to an annual extra-duty stipend for the 6th Grade Orientation (TOOLS) work and will be subject to the proposed contract provisions below.
4. In the interests of avoiding future confusion over the details of the retirement incentive plan, the parties will agree to the following language changes to sections 23.3 and 23.4 of Part A of the collective bargaining agreement:

Section 23.3 – RETIREMENT INCENTIVE FOR TRS BARGAINING UNIT MEMBERS:

A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time teachers who have rendered at least ten (10) years of creditable service to District 3 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois.

B. Eligibility and Notice

- 1. To be eligible the teacher must have served satisfactorily in the District for a minimum of ten (10) years immediately preceding his or her retirement.*
- 2. The teacher shall provide written notice to the Superintendent of his or her intention to retire and participate in the program either four years, three years, two years, or one year prior to the*

first day of February of their final year of active service. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.

3. The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

4. The employee must be responsible for communicating with TRS to secure the needed information that would be provided to the Mahomet-Seymour School Business Official for review. (Oversight on the employee's part is not a valid reason for approval if the first year of eligibility is missed.)

5. Incentive will be up to 4 years of:

- Year Four = 6%
- Year Three = 6%
- Year Two = 6%
- Year One = 6%

6. Employee can choose 4, 3, 2, or 1 year incentive that aligns with their eligibility date.

C. Retirement Benefit.

Eligible teachers who submit a timely irrevocable letter of resignation will be paid a salary increase in his/her last year(s) of service equal to six percent (6%) of the amount otherwise due and owing to the teacher above the previous year's gross compensation inclusive of step and lane movement for a maximum of four (4) years prior to retirement. For the purposes of this article, gross compensation will be defined as all TRS creditable earnings, excluding Employer paid retirement contributions to TRS.

Beginning with the 2023-2024 school year, all hourly extra-duty compensation paid to a teacher in the school year preceding the teacher's first year of receiving the retirement incentive (i.e. the base year) will be converted to an annual extra-duty stipend payment for that position.

While receiving the retirement benefit, the teacher will continue to perform all extra duties that were performed in the base year for the duration of the retirement notice period. If, during any year the teacher is receiving the retirement incentive, he or she resigns from an extra-duty stipend position, is removed by the Board from such a position or refuses to complete all assigned duties of the position, such stipend payment will be subtracted from the teacher's earnings before applying the six percent (6%) increase.

In no event may the teacher's TRS creditable earnings increase by more than six percent (6%) during any year he or she is receiving the retirement incentive (i.e. no TRS excess cost contribution(s) will be incurred by or assessed against the District).

D. Continuation of Plan.

The Board reserves the right to review and modify or terminate the foregoing Regular Retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois Educational Labor Relations Act and to deny the foregoing benefits to those who theretofore have not applied for regular retirement in that this provision creates no vested right to benefits.

E. New Legislation.

If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively-enacted early retirement program) than the cost in effect as of the date this contract is entered into, this Article shall become null and void. The parties may, at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The parties agree that this does not apply to legislation which establishes a "2.2% flat rate formula for teachers" under the Illinois Pension Code.

F. Miscellaneous.

The current window to apply during each year of the contract stays at February 1 –January 31. Any eligible staff member may apply during this full year window.

Section 23.4 - Early Retirement Incentive for IMRF Bargaining Unit Members:

A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time IMRF bargaining unit members who have rendered at least ten (10) years of creditable service to District 3 immediately preceding retirement.

B. Eligibility and Notice

1. To be eligible the Support Staff member must have served satisfactorily in the district for a minimum of ten (10) years immediately preceding his or her retirement.

2. The Support Staff member shall provide notice to the superintendent of his or her intention to retire and participate in the program either four years, three years, two years, or one year prior to February 1st of their final year. The Board shall approve the request and notify the Support Staff member within sixty (60) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.

3. The Support Staff member's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

4. The Support Staff member will be paid a wage increase in his/her last year(s) of service equal to six percent (6%) of the amount otherwise due and owing to the Support Staff member

above the previous year's gross compensation inclusive of step and lane movement (where relevant) for a maximum of four (4) years prior to retirement.

Incentives will be up to 4 years of:

- Year Four = 6%
- Year Three = 6%
- Year Two = 6%
- Year One = 6%

For the purposes of this article, gross compensation will be defined as all IMRF creditable earnings, excluding Employer paid retirement contributions to IMRF. Beginning with the 2023-2024 school year, all hourly extra-duty compensation paid to a Support Staff member in the school year preceding the Support Staff member's first year of receiving the retirement incentive (i.e. the base year) will be converted to an annual extra-duty stipend payment for that position.

While receiving the retirement benefit, the Support Staff member will continue to perform all extra duties that were performed in the base year for the duration of the retirement notice period. If, during any year the Support Staff member is receiving the retirement incentive, he or she resigns from an extra-duty stipend position, is removed by the Board from such a position or refuses to complete all assigned duties of the position, such stipend payment will be subtracted from the Support Staff member's earnings before applying the six percent (6%) increase.

In no event may the Support Staff member's IMRF creditable earnings increase by more than six percent (6%) during any year he or she is receiving the retirement incentive.

5. Employees can choose 4, 3, 2 or 1 years of the retirement incentive that aligns with their eligibility date.

6. Provisions herein will apply to all bargaining unit members including those currently in the retirement pipeline.

C. The employee must be responsible for communicating with IMRF to secure the needed information that would be provided to the Mahomet-Seymour School Business Official for review. (Oversight on the employee's part is not a valid reason for approval if the first year of eligibility is missed.)

D. A grace period to include any current employees (as of August 1, 2022) who have not chosen this option. Notification by February 1, 2023 must be provided for those qualifying for the benefit to begin in the 2023-2024 school year. This request will require an irrevocable commitment by the parties to the terms stated in the notice. During the grace period, the employee can request up to four years of incentive regardless of their eligibility date.

Excluding the changes to the collective bargaining agreement made above, the parties agree that this Memorandum of Understanding sets no precedent. With the signing of this agreement, the

outstanding grievances filed on behalf of Ms. Iverson and filed on behalf of Ms. Petrie, Ms. Kennedy, and Ms. Craddock are withdrawn with prejudice by the Union.

Marya Lopez 8/18/23
For the Union Date

SMcMurry 8/21/23
For the Board Date