

## NAPERVILLE UNIT EDUCATION ASSOCIATION

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Affiliated with the Illinois Education Association-NEA

## Memorandum of Understanding

The Board of Education of Naperville Community Unit School District #203 ("Board") and the Naperville Unit Education Association ("Association"), IEA/NEA, do hereby agree to the following:

- The parties agree that "off-schedule" employees are those employees who are being paid at a rate higher than the rate specified at Step 22 for the 2011-2012 year and who have not submitted an irrevocable letter of retirement as of June 30, 2011.
- All "off-schedule" employees will receive the base raise specified in the collective bargaining agreement for the 2011-2012 contract year (1.35% on the base).
- All "off-schedule" employees will receive the base raise specified in the collective bargaining agreement for the 2012-2013 school year (1.4% on the base).
- If an "off-schedule" employee submits an irrevocable letter of retirement during the 2011-2012 school year in accordance with 6.14 C. of the collective bargaining agreement (Local Retirement Enhancement), his /her salary for purposes of determining the retirement enhancement rate will be based on his/her base salary for 2010-2011 (before the 1.35% raise).
- If an "off-schedule" employee submits an irrevocable letter of retirement during the 2012-2013 school year in accordance with 6.14 C. of the collective bargaining agreement (Local Retirement Enhancement), his/her salary for purposes of determining the retirement enhancement rate will be based on the base salary specified in the collective bargaining agreement for Step 22 and the employee's appropriate lane for the 2012-2013 school year.
- The Board will begin paying "off schedule" employees according to the terms of this memorandum retroactive to the first paycheck of the 2011-2012 school year.
- Once the Association is made aware that the Board has initiated payments to "off- schedule" employees according to the terms of this agreement, the Association will withdraw the Unfair Labor Practice charge pending at the Illinois Educational Labor Relations Board.
- The parties agree that it is their intent to bring the "off-schedule" employees back on to the salary schedule during the next CBA between the parties.
- The parties agree that this agreement does not create past practice and cannot be relied on as a precedent.

Signed:

For the Association