

MEMORANDUM OF AGREEMENT RETIREMENT INCENTIVE

This Memorandum of Agreement is entered into by and between the Board of Education of Crete-Monee Community Unit School District 201-U (the "Board") and the Crete Monee Education Association (the "Association") based upon the terms and conditions set forth herein.

WHEREAS, the Board and Association are parties to a Collective Bargaining Agreement ("the CBA") which was effective August 21, 2023 and runs through the day preceding the 2026-2027 school year; and

WHEREAS, Section 24.21 of the CBA provides various Retirement Incentives for teachers who meet the qualifications set forth within the Section and who voluntarily chose to enroll in the Retirement Incentive program created by Section 24.21 of the CBA; and

WHEREAS, Section 24.21 has a section entitled "Limitation on TRS Creditable Compensation" which limits a teacher participating in the Retirement Incentive program's creditable earnings increase between any school year to six percent (6%); and

WHEREAS, the United States Equal Employment Opportunity Commission ("EEOC") began an investigation into the Board based upon the Retirement Incentive language through Charge 440-2024-03808 ("the Charge") to determine whether or not the Board was violating the Age Discrimination in Employment Act ("ADEA") with respect to the wages and compensation paid to teachers under the CBA; and

WHEREAS, the EEOC has determined that there is insufficient evidence to support the allegation that the Board and/or the CBA discriminate against teachers in violation of the ADEA. However, the EEOC raised concerns that the "Limitation on TRS Creditable Compensation" portion of Section 24.21 of the CBA could potentially violate the ADEA if it was applied to teachers who did not elect to voluntarily participate in the Retirement Incentive program; and

WHEREAS, the EEOC has requested that the Board and the Association enter into a Memorandum of Agreement reflecting that the "Limitation on TRS Creditable Compensation" is only applicable to teachers who voluntarily enroll in the Retirement Incentive program.

NOW, THEREFORE, it is agreed as follows:

1. The Parties recognize and agree that the Board has not interpreted the Limitation on TRS Creditable Compensation to apply to any teachers who were not voluntarily enrolled in the Retirement Incentive program.
2. The Parties mutually agree that the section of the CBA entitled "Limitation on TRS Creditable Compensation" is only applicable to those teachers who voluntarily enroll in and are eligible for the Retirement Incentive program.
3. The Parties mutually agree that the Limitation on TRS Creditable Compensation is not applicable to teachers who are not voluntarily enrolled in and/or eligible for the

The parties recognize that in all other respects, all bargaining unit employees will be bound by the terms of the collective bargaining agreement.

For the Association

For the Board

Date _____

Date _____