

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made on the dates set forth below by and between the BOARD OF EDUCATION OF RICH TOWNSHIP HIGH SCHOOL DISTRICT NO. 227, Cook County, Illinois (the "Board") and the RICH TOWNSHIP HIGH SCHOOL EDUCATION ASSOCIATION, IEA/NEA (the "Association"):

WHEREAS, the Board and the Association are parties to a collective bargaining agreement commencing July 1, 2006 (the "Agreement"), covering certificated teaching positions; and

WHEREAS, the Board and the Association wish to memorialize their agreement regarding implementation of the Teacher Retirement Plan (the "Plan") beginning on Page 57 of the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. For teachers who did not give notice during January 2007 of intent to participate in the Plan, notice of intent to participate in the Plan may only be given during one of the following months: May 2007, May 2008, May 2009, or May 2010. Notice may not be given until May 2008 for retirements effective June 30, 2012.

Section 2. Creditable earnings enhancements under the Plan will begin in the school year following the May in which notice is given.

Section 3. For teachers who gave notice in January 2007, and who performed overload teaching duties (i.e. took one or two semesters of 6th Assignment) during the 2006-2007 school term, those employees will be allowed to retain the earnings for performing 6th Assignment duties during the 2006-2007 school term despite the Plan language limiting Plan participants to creditable earnings increases of 6% per year. However, it is understood and agreed that no other teacher participating in the Plan will be allowed to exceed a 6% creditable earnings increase from his or her

prior year's reported TRS creditable earnings, unless agreed upon in writing by the District and the Association.

Section 4. If the District wishes to have a Plan participant perform additional duties for compensation beyond the 6% creditable earnings increase contemplated by the Plan terms and conditions, the District will notify the Association and meet to discuss the District's proposal and compensation terms.

Section 5. If a Plan participant is removed from an extracurricular position, or is not renewed for the position based upon an evaluation, the value of the extracurricular stipend will be subtracted from subsequent creditable earnings increases provided by the Plan. If removal is proposed due to an evaluation, the removal must be approved by a District level administrator prior to taking effect.

Section 6. If a Plan participant's base year (i.e. the 2007-2008 school year for teachers giving notice in May 2008) earnings include one or two semesters with a 6th Assignment, and that 6th Assignment is no longer offered due to a decision by the Administration to eliminate the offering or due to lack of enrollment, the Plan participant may perform tutoring or equivalent professional services approximating the time commitment the 6th Assignment would have required in order to avoid having the value of the 6th Assignment subtracted from future creditable earnings increases.

Section 7. All other terms and conditions of the Teacher Retirement Plan and the collective bargaining agreement remain unchanged and in full force and effect.

Section 8. This Memorandum of Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein. The Memorandum of Agreement may only be modified in writing and signed by the parties.

RICH TOWNSHIP HIGH SCHOOL
EDUCATION ASSOCIATION,
IEA/NEA

Rich Rugg
President

Ruth Treichel
Attest

5-18-07
Date

BOARD OF EDUCATION OF RICH
TOWNSHIP HIGH SCHOOL DISTRICT
227, COOK COUNTY, ILLINOIS

W.A. Benson
President

Ruth Treichel
Attest

5-18-07
Date