

**MEMORANDUM OF UNDERSTANDING**  
**SETTLEMENT OF GRIEVANCE 2010-11-001**

The Board of Education (the “Board”) of School District U-46 (the “School District”) and the Elgin Teachers Association (the “Association”) agree to settle grievance 2010-11-001 filed October 14, 2010, (the “Grievance”) by the Association over the implementation of the U-46 retirement incentive plan under the 2007-2010 Elgin Agreement, as extended to August \_\_, 2011, (the “Agreement”) as follows:

1. The teachers (the “Teachers”) named in the attached Exhibit 1 shall have their compensation adjusted for the school years and in the amounts set forth opposite their names with a lump sum payment made, less deductions required by law, no later than the last regular paycheck of the applicable school year. The compensation adjustments shall be for Teachers who gave an irrevocable notice of retirement no later than March 1, 2011, and who received or otherwise would receive less than a 2% increase in their TRS creditable earnings under the Agreement. The adjustment shall bring such Teachers to a 2% increase in their TRS creditable earnings each year through the 2013-2014 school year.

2. The District, the Association and the Teachers shall cooperatively file with the Illinois Teachers’ Retirement System (“TRS”) such documentation as is necessary to permit TRS to adjust the creditable earnings of the Teachers to reflect the additional compensation provided for in Exhibit 1.

3. Upon retirement of the Teachers and their enrollment in a TRS-managed care plan (HMO or PPO), the District will pay 100% of the single premium for participation in such plan as of the date of the Teachers’ retirement, which payment amount is set forth in Exhibit 1 and

which shall be paid by the District until the Teachers reach the age of Medicare eligibility. The Teachers shall pay any increases in the single premium beyond the amount set forth in Exhibit 1.

4. No teachers, other than the Teachers named in Exhibit 1, shall be entitled to the benefits of this settlement. No teachers or the Association shall be able to grieve, directly or through or by the Association, the issues raised in the Grievance.

5. The Association shall withdraw, with prejudice, its May 17, 2011, request to the American Arbitration Association for arbitration of the Grievance within ten days of the effective date of this Memorandum of Understanding.

6. This Memorandum of Understanding shall be deemed dated and become effective when the last of the duly authorized representatives of the parties signs as set forth below.

BOARD OF EDUCATION  
SCHOOL DISTRICT U-46

ELGIN TEACHERS ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_