

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter, the "Agreement") is made this 18th day of August, 2022, by and between the KIRBY EDUCATION ASSOCIATION, IEA-NEA, (hereinafter, the "KEA"), the BOARD OF EDUCATION OF KIRBY SCHOOL DISTRICT 140, COOK COUNTY, ILLINOIS (hereinafter, the BOARD).

WHEREAS, the BOARD and the KEA have recently concluded negotiations for a successor collective bargaining agreement that will be in effect through August 31, 2026 (the "Contract"); and

WHEREAS, the BOARD and the KEA have agreed that it would be beneficial to both parties to study the current salary schedule/structure during the term of the Contract and to make non-binding recommendations for a new or revised salary schedule that address the needs of the parties; and

WHEREAS, the parties agree that any changes to the salary schedule that are recommended shall not be effective until after the expiration of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. The WHEREAS clauses set forth above are incorporated herein as substantive provisions of this Agreement.
2. The parties will form a committee with three (3) representatives from the KEA and three (3) representatives from the Board, each of whom is chosen by their respective party.

3. The committee shall meet at agreed upon times through the effective period of the Contract, starting in the 2022-2023 school year. The committee shall focus on the goal of making recommendations to establish a new salary schedule, or a path towards the establishment of a new salary schedule, for inclusion in the collective bargaining agreement that succeeds the Contract.

4. No new salary schedule will be implemented during the term of the Contract. No changes to the salary schedule contained in the Contract shall be implemented during the term of the Contract. Any changes to the salary schedule will only be implemented through negotiations for a successor agreement after the expiration of the Contract.

5. The committee shall have no authority to make any binding decisions but shall only work together in good faith to study the existing salary schedule and potential alternatives thereto and make non-binding recommendations to the Board and the KEA.

6. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

7. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original, and shall be effective on the date on which it is signed by the last party to sign below.

8. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable to the extent compatible with the intent of the original agreement.

9. This Agreement shall be binding and enforceable upon the parties, their heirs, successors and assigns in accordance with its terms.

KIRBY EDUCATION
ASSOCIATION, IEA-NEA

Handwritten signature of Julie H. Maurer in cursive script, written over a horizontal line.

Date: 8-15-22

BOARD OF EDUCATION OF
KIRBY SCHOOL DISTRICT 140

Handwritten signature of Linda J. Harts in cursive script, written over a horizontal line.

Date: 8-18-2022