

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the South Berwyn Education Association (Union) and the Board of Education of Berwyn South School District 100 ("Board"), and sometimes referred to collectively as the Parties:

WHEREAS, on or about May 2022, the Board and the Union executed a collective bargaining agreement ("Agreement"), which is in effect from 2022 through 2026, and addresses wages, hours, and working conditions for bargaining unit members, and

WHEREAS, the Parties included "Appendix A" in the Agreement, which sets forth the salary schedule for bargaining unit members; and

WHEREAS, the salary schedule visually represents how a bargaining unit member obtains a pay increase: 1) for every year a bargaining unit member works for the District in a fulltime capacity, and subject to certain limitations, they will move down one step on the salary schedule, which results in a pay increase; 2) bargaining unit members may also submit graduate level coursework or professional development hours, subject to the rules set forth by the Parties, in order to move lanes, which also results in a pay increase; and

WHEREAS, in addition to encouraging employees to attain higher levels of education through tuition reimbursements and lane changes, the Parties also sought to disincentives bargaining unit members from maintaining only a bachelor's degree; and

WHEREAS, the salary schedule contains a grayed-out portion in the following lanes: B, B+10, and B+20; and

WHEREAS, at the time the Agreement was ratified the Parties agreed and intended that the grayed-out portion of the salary schedule meant that any bargaining unit member in the grayed-out portion of the salary schedule two years after ratification of the Agreement would have their salary “frozen,” which meant they would no longer move down a step for their year of service unless and until they moved lanes by attaining the requisite educational credits; and

WHEREAS, on April 4, 2022, the Union informed its members verbally through two Google presentations of the salary freeze during ratification and summary presentations of the Agreement prior to bargaining unit members voting to approve the Agreement; and

WHEREAS, the Parties seek to clarify and further memorialize the meaning and effect of the grayed-out portion of the Agreement.

NOW THEREFORE, IT IS HEREBY AGREED by the Union and the Board as follows:

1. The grayed-out portion of the salary schedule represents the cells in which a bargaining unit member will have their salary frozen, the effect of which is that the bargaining unit member does not receive a pay increase as represented by moving down a step.
2. The salary freeze was in effect at the time the Agreement was ratified and will apply to all subsequent school years during the duration of the Agreement.
3. Any bargaining unit member subject to a salary freeze will remain at the same step on the salary schedule and will be compensated the salary for that step pursuant to academic school year set forth in the salary schedule.
4. The Steps and Lanes subject to the salary freeze, as represented by the shaded portion of the salary schedule, are as follows:
  - a. Lane B, Step 14 through Step 25 and beyond
  - b. Lane B+10, Step 16 through Step 25 and beyond
  - c. Lane B+20, Step 18 through Step 25 and beyond
5. A bargaining unit member can “unfreeze” their step by earning the requisite academic credits, either through earning graduate level hours or by earning credit hours by attending professional development hours. A bargaining unit member seeking to move lanes must adhere to the system and process adopted by the District. For example, all


course work or professional development must be approved by the District prior to earning the credits.


6. Upon completion of the requisite hours needed to move lanes, the District will credit the bargaining unit member with any steps they missed while being subject to the salary freeze. However, the District will not retroactively reimburse any salary amount that were missed while frozen.
7. Contractual language that does not contravene the provisions set forth herein shall remain in full force and effect.
8. This MOU shall expire upon the ratification of a new collective bargaining agreement between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

BERWYN SOUTH SCHOOL DISTRICT 100

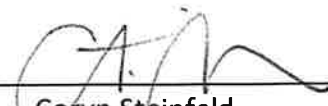
SOUTH BERWYN EDUCATION ASSOCIATION

By:   
Elizabeth Jimenez  
President

By:   
Lourdes Dominguez  
Co-President

Date: 11/20/24

Date: 12/12/24

By:   
Coryn Steinfeld  
Secretary

By:   
Emily Reyes  
Co-President

Date: 11/20/2024

Date: 12/12/24