

**MEMORANDUM OF UNDERSTANDING REGARDING  
ENGLISH AS A SECOND LANGUAGE ENDORSEMENT PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the Board of Education of Morton Grove School District No. 70 (the “Board” or “District”) and the Park View Council of Teachers, Local 1274, IFT/AFT, AFL-CIO (the “Union”) (hereinafter referred to collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Board and the Union are parties to a Collective Bargaining Agreement (“CBA”) that is in full force and effect through the day prior to the start of the 2024-2025 school term; and

**WHEREAS**, the District received the results of an audit indicating that the student population would benefit from additional staff with the English as a Second Language (ESL) Endorsement in certain grade levels; and

**WHEREAS**, the District has received certain grant money from the Illinois State Board of Education to support District staff members in obtaining their ESL endorsement (“Grant”); and

**WHEREAS**, the Board wishes to offer eligible tenured teachers the opportunity to participate in a Morton Grove School District No. 70 cohort program through the Illinois Resource Center and National Louis University from spring 2023 to summer 2024 to obtain the ESL endorsement with certain associated costs paid by the District from the Grant (the “Cohort Program”); and

**WHEREAS**, the Union would like this opportunity to be offered to its members.

**NOW THEREFORE**, the Parties agree as follows:

1. **Application Process.** Tenured teachers interested in participating in the Cohort Program, which begins in spring 2023 must submit a completed application to the Superintendent or designee using the form attached hereto as **Exhibit A** by March 15, 2023. All applicants must agree to abide by the conditions contained herein and in **Exhibit A**.
2. **Eligibility to Apply.** All Tenured teachers in the District are eligible to apply except for those who: (1) would not be able to fulfill the mandatory two (2) school year employment commitment following completion of the Cohort Program; (2) have submitted a retirement notice pursuant to Section 18.5 of the CBA or another CBA in the District; or (3) would cause the District to pay a penalty to TRS due to an increase in creditable earnings of over 6% after receiving the lane advancement due to successful completion of the Cohort Program.

3. **Applicant Selection.** Subject to the completion of a second application process through the Illinois Resource Center and National Louis University and final approval by the Illinois Resource Center and National Louis University, and based upon the needs of the District, including, but not limited to, the needs of the English Language learner population and available funding, the Superintendent or designee, in his/her sole discretion, shall select up to four 4 applicants to participate in the Cohort Program.
4. **Covered Costs.** For any applicant selected to participate in the Cohort Program (“Participating Teacher”), the District shall pay all Cohort Program associated costs (“Covered Costs”) directly to the Illinois Resource Center and National Louis University, except for those set forth herein. Covered Costs are limited to tuition, textbooks, and other required curricular materials. Covered Costs do not include the fee to take the ESL Endorsement test administered by the Illinois State Board of Education. The fee to take the ESL Endorsement test must be paid by each Participating Teacher and are not reimbursable by the District. Covered Costs paid by the District pursuant to this MOU shall not count against any Participating Teachers’ \$9,300.00 reimbursement limit contained in Section 18.4 of the CBA.
5. **Progress Monitoring.** Participating Teachers must maintain high academic standards and integrity and submit academic transcripts to the District Office at the end of every term reflecting a grade of “B” or higher or “pass” in a “pass or fail” course.
6. **Termination from Cohort Program.**
  - a. **Poor Performance or Misconduct/Terminated by Cohort Program:**

If the Participating Teacher fails to maintain high academic standards and integrity, or is not performing to expectations, or engages in misconduct, or has poor attendance, or is expelled or otherwise removed from the Cohort Program by the Illinois Resource Center or National Louis University, the District will remove the Participating Teacher from this MOU and the Participating Teacher shall no longer have Covered Costs paid on his/her behalf in future semesters and, in accordance with the Promissory Note, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease at the time the Participating Teacher is removed from the Cohort Program.
  - b. **Tenured Teacher Quits the Cohort Program:**

If the Participating Teacher quits the Cohort Program, in accordance with the Promissory Note, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease at the time the Participating Teacher quits.
7. **Termination by District.**

- a. **Reduction in Force:** If the District determines that it must institute a reduction in force that results in a Participating Teacher's honorable dismissal, the Board will waive the repayment provisions contained in this MOU for that Participating Teacher and all obligations under this MOU on the part of the Board for that Participating Teacher shall cease as of the Participating Teacher's last day in the District.
  3. **Dismissal:** If the District dismisses a Participating Teacher from his or her position for any reason not otherwise listed in Paragraph 7.a above, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board and repay the Board for the cost of the lane movement paid, if any was paid before the effective date of the dismissal of the Participating Teacher from the District. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease as of the Participating Teacher's last day in the District.
8. **Promissory Note.** All Participating Teachers must sign and submit the Promissory Note attached hereto and incorporated herein as **Exhibit B** prior to enrolling in the Cohort Program to acknowledge that if the Participating Teacher fails to fulfill the requirements contained in this MOU, the Participating Teacher must repay all Covered Costs to the Board in accordance with **Exhibit B**.
9. **Program Completion and ESL Endorsement.** A Participating Teacher must complete the Cohort Program and obtain the ESL Endorsement within two (2) calendar years after his/her initial enrollment in the Cohort Program. In the event that a Participating Teacher fails to complete the Cohort Program and obtain the ESL Endorsement within this timeframe, in accordance with the Promissory Note, the Participating Teacher shall repay the Board the amount of the Covered Costs paid by the Board. All obligations under this MOU on the part of the Board for that Participating Teacher shall cease upon the Participating Teacher's failure to complete the Cohort Program within that timeframe.
10. **Two-Year Employment Commitment.** A Participating Teacher must continue employment with the Board for two (2) school years following the date the Participating Teacher obtains the ESL Endorsement. In the event that a Participating Teacher voluntarily leaves the employ of the Board prior to the expiration of two (2) school years following the date he/she obtains the ESL Endorsement, the Participating Teacher shall repay the Board a pro-rated amount of the Covered Costs paid by the Board and any amount paid to the Participating Teacher per Paragraph 11 based on the amount of the two (2) school year employment commitment fulfilled by the Participating Teacher in accordance with the Promissory Note (e.g., a Participating Teacher who obtains the ESL Endorsement at the end of the 2024-2025 school year and earned enough hours through the Cohort Program to change lanes from BA to BA +18 at the end of the 2024-2025 school year such that the Participating Teacher is paid \$4500 for the lane change at the beginning of the 2025-2026 school year, and the Participating Teacher voluntarily resigns at the end of the 2025-2026 will repay \$2250 of the lane change amount and half of the

Covered Costs paid by the District because he/she completed one school year of the two school year commitment.)

11. **Lane Movement.** Participating Teachers may apply any credit hours completed in the Cohort Program towards achieving the credit hours required per Article XVII, Paragraph C of the CBA to qualify for a lane advancement only after the Participating Teacher successfully passes the ESL test and obtains the ESL Endorsement. If the Participating Teacher completes the courses in the Cohort Program but fails to pass the ESL test, he or she may not apply the 18 credit hours or any portion thereof towards the credit hours required per Article XVII, Paragraph C of the CBA to qualify for a lane advancement. In accordance with the CBA, in order to apply the credit hours completed in the Cohort Program towards achieving the credit hours required per Article XVII, Paragraph C of the CBA to qualify for a lane advancement to take effect in a school year, the Participating Teacher must submit proof to the Superintendent or designee that he or she has obtained the ESL Endorsement by October 1 of the school year. If the Participating Teacher successfully completes the Cohort Program and obtains the ESL Endorsement within 2 calendar years after initial enrollment in the Cohort Program but after October 1 of the school year, then to the extent the credit hours obtained from the Cohort Program qualify for a lane advancement, such lane advancement will not occur until the following school year provided the requisite proof is provided by October 1 of that school year. Also, in accordance with Article XVII, Paragraph C of the CBA, Participating Teachers may move only one lane in a school year. As such, if the credits earned would cause the Participating Teacher to qualify for a second lane movement, the second lane movement will occur in a future school year such that the Participating Teacher will only move one lane in a school year.
12. **Conflict.** In the event of a conflict between the terms and conditions of this MOU and those of the CBA, the terms and conditions herein shall govern.
13. **Non-Precedential.** This MOU is non-precedential and nothing in this MOU requires the Board to offer this benefit at any other time.
14. **Non-Grievable.** The selection of participants for the Cohort Program or of this MOU is non-grievable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

**Park View Council of Teachers**

By: Jody Shettest  
President

Date: 3/20/2023

**Board of Education of Morton Grove  
School District No. 70, Cook County,  
Illinois**

By: [Signature]  
Board President

Date: 3/20/2023

**Attest**

By: Deirdre Koehler  
Board Secretary

Date: 3/21/2023

**EXHIBIT A**

[PLACE ON DISTRICT LETTERHEAD]

**MORTON GROVE SCHOOL DISTRICT NO. 70**

**APPLICATION FOR ILLINOIS RESOURCE CENTER AND NATIONAL LOUIS  
UNIVERSITY ENGLISH AS A SECOND LANGUAGE ENDORSEMENT COHORT**

Morton Grove School District No. 70 is offering its tenured teachers the opportunity to apply for enrollment in the English as a Second Language Endorsement Cohort Program through the Illinois Resource Center and National Louis University that begins on spring 2023. The District will pay all Cohort Program tuition, textbooks, and other required curricular costs (except for the fee to take the ESL Endorsement test administered by the Illinois State Board of Education) directly to the Illinois Resource Center on behalf of the selected teachers. Subject to the completion of a second application process through the Illinois Resource Center and National Louis University and final approval by the Illinois Resource Center and National Louis University, and based upon the needs of the District, including, but not limited to, the needs of the English as a Second language learner population and available funding, the Superintendent or designee, in his/her sole discretion, shall select up to four 4 applicants to participate in the Cohort Program.

The Cohort Program consists of [INSERT PROGRAM DETAILS/INFORMATION RELEVANT TO APPLICANTS].

Interested tenured teachers must apply on this form, sign the attached promissory note, and submit it to the District office by [DEADLINE]. Tenured teachers should carefully review the conditions stated below.

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

POSITION: \_\_\_\_\_

(List all positions held in the District, past and present)

YEARS OF SERVICE IN DISTRICT: \_\_\_\_\_

CURRENT SALARY LANE: \_\_\_\_\_

FOREIGN LANGUAGE EXPERIENCE: \_\_\_\_\_

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[INSERT ANY OTHER INFORMATION YOU WOULD LIKE INCLUDED IN THE APPLICATION]

The provisions of the Memorandum of Understanding Regarding the English Learner Endorsement Program between the Morton Grove School District No. 70 (the “Board” or “District”) and the Park View Council of Teachers, Local 1274, IFT/AFT, AFLCIO (the “Union”) (MOU) are incorporated by reference.

By signing below, I am certifying that I have carefully reviewed this application and the attached promissory note and MOU, and that I am voluntarily submitting my application for participation in the English as a Second Language Endorsement Cohort Program through the Illinois Resource Center and National Louis University. I understand and acknowledge that my continued receipt of the tuition benefit is contingent upon meeting the requirements contained in the MOU. I further understand that by submitting this application, I agree that if selected to participate in the Cohort Program, I must complete the Cohort Program and obtain the ESL Endorsement within two (2) calendar years of initial enrollment and continue my employment with the District for at least two (2) school years after earning the ESL Endorsement. I understand and acknowledge that if I fail to meet these two requirements, I will have to repay the Covered Costs paid by the Board and any amounts paid pursuant to Paragraph 11 of the MOU and attached promissory note in accordance with the requirements contained in the MOU. I also understand that if I quit the Cohort Program or am removed by the District from the Cohort Program or removed or otherwise expelled from the Cohort Program by the Illinois Resource Center or National Louis University, I will have to repay the Covered Costs paid by the Board in accordance with the MOU and attached promissory note and any amount paid pursuant to Paragraph 11 of the MOU. Lastly, I understand that if my employment is terminated by the District for a reason other than reduction-in-force, I will repay the Board the amount of the Covered Costs paid by the Board in accordance with the MOU and repay the Board any amounts paid pursuant to Paragraph 11, if any.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**PROMISSORY NOTE**

\$ \_\_\_\_\_

Date: \_\_\_\_\_  
Cook County, Illinois

FOR VALUE RECEIVED from the Board of Education of Morton Grove School District No. 70 ("Board" or "District"), Cook County, Illinois, a body politic and corporate, for the purpose of fees related to my voluntary enrollment in the Illinois Resource Center and National Louis University English as a Second Language Endorsement Cohort Program ("Cohort Program") approved by application pursuant to that Memorandum of Understanding ("MOU") entered into by and between the Board and the Park View Council of Teachers, Local 1274, IFT/AFT, AFL-CIO ("Union"), dated February \_\_, 2023, I \_\_\_\_\_, as Maker, promise to pay to the Board, as Payee, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00), if Maker:

1. Fails to complete the Cohort Program and obtain the English as a Second Language Endorsement within two (2) calendar years of enrollment in the program; or
2. Voluntarily leaves the District's employ or is dismissed from employment in the District for reasons other than reduction in force prior to the exhaustion of the two (2) school year period immediately following receipt of the ESL Endorsement; or
3. Voluntarily quits the Cohort Program or is dropped by the District from the Cohort Program or is removed from the Cohort Program by the Illinois Resource Center or National Louis University.

Payment of the above sum, or any lesser amount as may be due or owing in accordance with the terms of the MOU, to which this Promissory Note is attached and into which it is incorporated, by Maker shall first be taken by Payee from any wages Payee owes to Maker via payroll deduction(s). In the event the Payee is unable to collect the outstanding sum through payroll deduction(s), the Payee shall advise Maker of any unpaid balance and Maker shall remit payment of any amount still due and owing within thirty (30) days of Maker's last date of employment with the District, or in accordance with a time period and repayment schedule established by the Board.

Maker's failure to remit payment in accordance with the terms of this Promissory Note shall constitute an event of default under this Promissory Note. If such default continues for a period of ten (10) days after receipt by the Maker hereof of written notice of such default, the failure on the Maker's part to repay any outstanding balance will result in the Board commencing legal action against the Maker. In the event of default, the Payee shall be entitled to reasonable costs of collection, including reasonable attorneys' fees.

All payments required by this Promissory Note shall be made to:

Morton Grove School District No. 70  
6200 Lake Street



Morton Grove, IL 60053

**Confession of Judgment:** Maker irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Maker for the unpaid amount of this Promissory Note as evidenced by an affidavit signed by an officer of the District setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors and waive all rights of appeal. If a copy of this Promissory Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Maker waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Payee may elect until all amounts owing on this Promissory Note have been paid in full. Maker hereby waives and releases any and all claims or causes of action which Maker might have against any attorney acting under the terms of authority that Maker has granted herein arising out of or connected with the confession of judgment hereunder. Should any provision of this Promissory Note be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Promissory Note to the extent that it violates the law, but the remaining provisions shall remain in full force and effect.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Illinois.

**THIS AGREEMENT SHALL CONSTITUTE THE MAKER'S EXPRESS WRITTEN CONSENT, WITHIN THE MEANING OF THE ILLINOIS *WAGE PAYMENT AND COLLECTION ACT*, 820 ILCS 115/9, TO DEDUCT THE AMOUNT SET FORTH ABOVE FROM ANY WAGES OR FINAL COMPENSATION DUE MAKER BY THE BOARD OF EDUCATION OF MORTON GROVE SCHOOL DISTRICT NO. 70, EVEN IN EXCESS OF 15% OF SUCH COMPENSATION. THIS CONSENT WAS FREELY GIVEN PRIOR TO ANY DEDUCTION BEING MADE.**

Maker: \_\_\_\_\_

Date: \_\_\_\_\_

Payee: \_\_\_\_\_  
**Morton Grove School District 70**  
**Cook County, Illinois**

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

