

**Hiawatha Classroom Teachers Association IEA/NEA  
Amended September 27, 2012 (see in bold)**

After six months of negotiations, including 2 mediation sessions, the professional educators of the Hiawatha Classroom Teachers Association (HCTA) and the Board of Education have reached tentative agreements and developed the following proposals in a good-faith effort to meet the needs of the school district, students, parents, community members and professional teachers. The HCTA recognizes its role within the larger educational community which is dedicated to providing exceptional experiences for learners and committed to maintaining a high quality educational environment which attracts and retains the best, brightest and most highly credentialed teachers. Further recognizing the economic challenges facing both the community and the state, the HCTA presents the following tentative agreements and proposals:

1. The Association final offer is a one-year contract proposal.
2. Article 9 will stay exactly the same. The cost to the district is \$0.00.

ARTICLE 9

EMPLOYEE PROTECTION AND EVALUATION

9.0 EMPLOYEE PROTECTION.

The Board shall indemnify and protect employees against claims and suits as required by Section 10-20.20 of the Illinois School Code.

9.1 EVALUATION PROCEDURE.

A. Evaluation Form

The evaluation form shall be made known to the employees at the beginning of each school year. It shall include an area for any written comments by the employee.

B. Formal Evaluation

A qualified administrator will do evaluations. Each non-tenured employee shall be formally evaluated at least twice each year. Each tenured employee shall be formally evaluated at least once every two years. However an employee whose performance is rated as either "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating. A pre-observation meeting between employee and evaluator will be held to discuss dates, times, and any special circumstances in the classroom. It is agreed that observations will not be held during the first or last week of any semester. The formal observation shall be at least 30

minutes in length. All such observations of classroom teaching performance shall be conducted openly with full knowledge of the employee. The evaluator will not take part in classroom discussions or activities.

C. Written Evaluations

A copy of each formal written evaluation shall be given to the employee at a post-observation meeting which will be held within ten school days following the formal evaluation. Any comments an employee would like to add shall be done within 30 calendar days from receipt of the formal written evaluation. Evaluation forms will be put into the employee's file and must be signed and dated by the employee. The signature shall not necessarily indicate agreement with the content, but shall indicate that the employee has seen and discussed said form.

D. Student Services Staff

Designated administrators will evaluate student services staff using an alternative form of assessment.

3. Article 11 will stay exactly the same. The cost to the district is \$0.00.

## ARTICLE 11

### VACANCIES AND TRANSFERS

#### 11.1 VACANCIES.

Notice of available teaching, coaching and extracurricular positions will be posted in the teacher's lounges, posted on the District web site, and given to the HCTA President or Designee. Notice will be posted at least ten days before the positions are filled. If two applicants have equal qualifications, then the criteria listed in article 11.2 will be used as tie breaking criteria.

#### 11.2 REDUCTIONS IN FORCE.

Any honorable dismissal of teachers shall be in compliance with Section 24-12 of the School Code of Illinois, as amended, and the Illinois Education Labor Relations Act, as amended.

4. Compensation

- a. A Winter Dance Team stipend is added to the extra-curricular salary schedule. The cost is ~~\$812.50~~ **\$1212.50**

- b. The base, or starting salary, will increase from \$32,500 to \$33,000, a value of \$500. The total cost of this change is \$18,500.
- c. All teachers who continue in employment with the district will move one step on the new salary schedule. The cost of step movement is ~~\$25,480~~ **\$46,250**
- d. All teachers who are eligible to move to a different lane based on continuing professional education that they've completed will be granted that movement on the salary schedule.
- e. Article 12.3 of the contract will require the employer to pay the cost of single health insurance coverage for each employee. Teachers who chose to have family coverage will pay any additional costs. The cost of this coverage is \$657 per employee.
- f. Article 12.7 will remain unchanged. Approximately 4 employees may be eligible for the following incentive.

#### 12.7 RETIREMENT INCENTIVE PROGRAM.

A Retirement Incentive Program (RIP) is available during the 2011-2012 school year for employees who have at least fifteen (15) years of service as a teacher in the District on the last day of their employment, are eligible to retire under TRS rules and whose retirement will not require the Board to pay any new, additional, one-time or other contribution, penalty or payment, including but not limited to any payment to TRS under ERO or P.A. 94-0004.

Employees who desire to begin participation in the RIP during the 2011-2012 school year must submit a written request to retire to the Board no later than December 1, 2011. Otherwise, employees must submit a written request to retire to the Board no later than March 1<sup>st</sup> prior to the school year in which RIP participation begins. All notices shall include the employee's resignation and a specific retirement date no later than June 30, 2016.

The Board shall approve requests to retire that meet the requirements of this Section and are submitted no later than December 1, 2011 by no later than the December 2011 regular Board meeting. The Board shall approve requests to retire that meet the requirements of this Section and are submitted no later than March 1<sup>st</sup> by no later than the March regular Board meeting of each school year. The Board may, in its sole discretion and without establishing a practice or precedent, limit the number of employees participating in the RIP in any year to five (5), on the basis of seniority. Ties in seniority shall be determined by total years of TRS service credit. If this limit is imposed for any school year, and the number of eligible employees who submit a timely and proper request exceeds the limit, the requests of those employees not approved because of the limit shall receive approval priority during the next school year. Eligible employees who submit a timely and proper request who have not had

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their retirement approved because of the limit shall be allowed to retire under the RIP by no later than June 30, 2016. The Board's imposition of this limit shall be non-reviewable and not subject to grievance.

Upon acceptance by the Board, the employee's request (including his/her resignation and retirement date) shall be irrevocable. However, an employee may request to rescind his/her retirement and withdraw from the RIP due to extreme life-altering circumstances. Such circumstances may include, but are not limited to:

- diagnosis of serious illness of the employee or his/her spouse;
- death of the employee's spouse;
- total disability of the employee's spouse;
- loss of employment by the employee's spouse;
- serious illness of a medically and financially dependent child or parent of the employee;
- A judgment for dissolution of the employee's marriage or for legal separation becomes final before the employee's retirement date;
- Such other extreme life-altering circumstances which the Board in its sole discretion determines to be sufficient.

In any of the above events, the employee may tender a written proposal to the Board to rescind their retirement and withdraw from the RIP. As a condition of the Board's consideration of the proposal, the employee will agree to repay any RIP benefits paid to the employee within 180 calendar days of the Board's approval of the proposal (by lump sum payment or voluntary wage deduction). The Board may accept or deny the proposal at its discretion, and its decision shall not be reviewable or subject to grievance. If the proposal is approved, the employee will remain in his/her then-current position, subject to the provisions of Article 6 and Article 11 of this Agreement.

An employee who submits a request to retire that meets the requirements of this Section no later than December 1, 2011 and whose RIP retirement is approved shall receive a five percent (5%) increase over their total TRS creditable earnings for the 2011-12 school year, and each year of Board employment prior to their approved retirement date, up to a cumulative maximum of four (4) years. An employee who submits a request to retire that meets the requirements of this Section no later than March 1<sup>st</sup> and whose RIP retirement is approved shall receive a five percent (5%) increase over their total TRS creditable earnings for the prior year for each year of Board employment prior to their approved retirement date, beginning with the year after his/her notice of retirement is approved by the Board, up to a maximum of four (4) years.

No employee participating in the RIP shall, for any reason, receive any additional compensation or stipend beyond the compensation provided pursuant to the RIP, notwithstanding any contract, collective bargaining agreement, policy, practice or procedure, or any portion thereof to the contrary. All extra duties and assignments

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performed by the employee in the year his/her request is approved will continue to be performed until the employee's effective retirement date. An employee may voluntarily resign from an extra duty or assignment, or be removed from an extra duty or assignment by the Board for cause, with a reduction in the amount of his/her TRS

creditable earnings equal to the amount of the then-current compensation or stipend for that extra duty or assignment.

If an employee is required to perform one or more additional duties that were not performed in the year his/her notice is approved and for which additional compensation is paid, then the District shall determine whether the employee's duties or TRS creditable earnings for that year can be adjusted so that the increase in the employee's total TRS creditable earnings for that school year does not exceed five percent (5%). Provided, however, that in no event shall the Board require an employee to perform any additional duty for less than the stated compensation for that additional duty.

Notwithstanding any provision in this Agreement to the contrary, in no event shall the Board provide any increase or make any payment to any employee that will require the Board to make any new, additional or one-time contribution, penalty or other payment in addition to the amount paid to the employee under the RIP.

The amount paid to the employee under the RIP -shall be-the sole retirement benefit paid by the Board. By accepting this benefit, an employee expressly waives any and all rights to participate in any early retirement initiative, benefit or incentive otherwise available (or which may become available). Employees who accept this benefit and who participate in any other early retirement initiative, incentive or benefit, or whose retirement requires the Board to make any new, additional, one-time or other contribution, penalty or payment, including but not limited to any payment to TRS under ERO or P.A. 94-0004, shall repay to the Board an amount equal to any payments they have received pursuant to this Section. To facilitate repayment, the Board may deduct from the employee's remaining paychecks up to the full amount due. Any remaining balance due to the Board after an employee's separation from employment shall be repaid in equal installments over a twelve (12) month period following said separation from employment.

If any term or provision of this section, or the benefit described in this section becomes illegal, then said term, provision or benefit shall be of no force and effect, and any employee receiving such benefit shall repay same to the Board. To facilitate repayment, the Board may deduct from the employee's remaining paychecks up to the full amount due. Any remaining balance due to the Board after an employee's separation from employment shall be repaid in equal installments over a twelve (12) month period following said separation from employment.

If the provision of the benefit described in this section is altered or limited in any way, or requires the Board to make any contribution, penalty or other payment, then the terms and

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provisions of the RIP shall be of no force and effect. The parties shall immediately negotiate the provision of this benefit in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional or one-time Board contribution, penalty or other payment.

In all cases an employee's retirement shall be subject to applicable law, including, but not limited to, the *Pension Code* and Illinois Teachers' Retirement System ("TRS") rules and regulations. The Board and the Association make no representations or warranties regarding the creditable earnings or service recognition given to the benefit described in this section, or that any employee will receive a particular level of benefits from TRS or the State of Illinois.

5. The district will receive revenue in the amount of approximately \$2,723,984 from local taxes, \$1,208,499 from state sources, and \$470,756 from federal funds. This is a total of \$4,403,239. The cost of teacher salaries for 2011-2012 was \$2,105,581.37. Teacher retirements result in a reduction in salaries for the 2012-2013 ~~of to~~ \$1,851,940.39. In summary, if we assume that the district budget is accurate with regard to all other expenditures for the 2012-2013 school year, the compensation package proposed by the Association results in an increase in spending of approximately \$64, 750. What this results in is the district beginning the year with fund balances of \$4,012,072, taking in total revenue of \$5,867,498, spending a total of \$6,596,671, and ending the year with fund balances of ~~\$328,309.~~ **\$3,283,309**