

MEMORANDUM OF UNDERSTANDING

The Cicero Council, West Suburban Teachers Union, Local 571, IFT-AFT (Union) and the Board of Education of Cicero School District 99 (District) by this Memorandum of Understanding wish to clarify the meaning and intent of Article XII of the Collective Bargaining Agreement (CBA) and resolve the Union grievances over the application of the specified language in the CBA. The Union and District agree to the following clarifications:

I. Bargaining Unit Employees that Elected to Have a Health Insurance Stipend Prior to Entering the Retirement Queue

- A. The parties understand and agree that the District has not allowed bargaining unit employees to receive a health insurance stipend while in the retirement queue.
- B. The following four teachers, however, had previously elected to have a health insurance stipend prior to entering the retirement queue: (a) Maria Gete Derflinger; (b) Julie Weber; (c) Linda Hernandez; and (d) Zibute Kairys-Lapp (hereinafter referred to as "Health Stipend Group One").
- C. Each teacher in the Health Stipend Group One shall be allowed to have their health insurance stipend added to her base pay only in the first year in which they have entered the retirement queue. This action will allow the health insurance stipend to be treated as TRS creditable earnings and placed on the teacher's base pay resulting in the enhanced increase of pay of 5.5%.

D. Accordingly, the teachers in the Health Stipend Group One shall be entitled to a re-calculation of their base pay and TRS creditable earnings as set forth in Attachment 1. Payments to teachers in the Health Stipend Group One shall be made in a lump sum within thirty (30) calendar days of the full execution of this MOU.

E. All other bargaining unit employees that have a health insurance stipend prior to entering the retirement queue, except for those teachers identified in Health Stipend Group One, shall (1) not be allowed to receive their health insurance stipend while in the retirement queue; and shall (2) not have their health insurance stipend added to their base pay (i.e., only have the 5.5% increase on their base pay which shall not include any monies received from a health insurance stipend).

II. Bargaining Unit Employees Receiving Health Insurance While In or Entering the Retirement Queue

A. Bargaining unit employees that elected to have health insurance in or entering the retirement queue shall have their base pay calculated only on their actual wages earned as opposed to any value of the health insurance benefit as calculated by TRS and paid to TRS by the District on behalf of the employee as required. By way of example, let us presume that in the year before a teacher enters the retirement queue that teacher has a base salary of \$70,000.00, and TRS determines since they are potentially eligible for a health insurance stipend of \$5,000.00 the District must report to TRS the teacher's total creditable earnings as \$75,000.00 for that year. However, the District has paid the approximate 10%

employee share of that \$5,000.00 TRS stipend eligibility portion cost prior to entering the retirement queue on the employees behalf. The next year upon entering the retirement queue, the District will report to TRS the teacher's creditable earnings as \$73,850.00 ((base salary only) X 5.5% increase). Once in the retirement queue, the employee is not eligible to receive the health insurance stipend regardless of any health insurance coverage drops or changes as outlined in I.E. above.

- B. Bargaining unit employees in or entering the retirement queue by March of 2020 who have elected to receive health insurance shall have the option to extend their participation in the retirement queue for one (1) year. Teachers who are eligible for this option must notify the District, in writing, of their decision by May 30, 2020. If no written decision is received by the District by May 30, 2020, then the bargaining unit employee will remain in the retirement queue as previously selected by that employee.

III. Creditable Earnings of Extra Duty or Other Stipends Received by Bargaining Unit Employees in the Retirement Queue.

- A. Bargaining unit employees entering or in the retirement queue that receive extra duty or stipend pay (other than a health insurance stipend) shall have those earnings added to the employee's base pay and receive the enhanced increase in pay (5.5% increase). By way of example, let us presume that in the year before a teacher enters the retirement queue that teacher has a salary of \$70,000.00, and receives extra duty pay of \$2,000.00. The District will report to TRS the teacher's creditable earnings as \$72,000.00 prior to entering the retirement queue. The next

year upon entering the retirement queue, the District will report to TRS the teacher's creditable earnings as \$75,960.00 ((salary + extra duty pay) X 5.5% increase).

- B. However, if an employee stops receiving extra duty or stipend pay, that money will not be reported for credible earnings. By way of example, let us presume that in the year before a teacher enters the retirement queue that teacher has a salary of \$70,000.00, and receives extra duty pay of \$2,000.00. In year two the teacher stops receiving the extra duty pay or stipend of \$2,000.00. The District will report to TRS the teacher's creditable earnings without that \$2,000.00 and not include it for future 5.5% calculations.

IV. Other Provisions

- A. All bargaining unit employees that elected this school year (i.e. 2019-2020 school year) to join the retirement queue effective next school year (i.e. 2020-2021 school year) shall have the right to rescind their election to join the retirement queue. Such individuals that wish to rescind their selection to join the retirement queue must do so in writing and submit it to the District by no later than May 30, 2020.
- B. The Union agrees to withdraw, with prejudice, the two pending grievances involving stipends, TRS creditable earnings and retirement queue calculation.

This memorandum is the full and complete understanding of the parties with respect to the subject matter hereof, and any prior understandings are superseded by the terms and conditions expressed herein. This memorandum may only be modified by consent of both parties, expressed in writing and duly authorized by both parties.

Cicero School District 99

By: [Signature]
Title: Board President
Date: 5/20/2020

Cicero Council, WSTU, Local 571

By: Rachel Espinoza
Title: President Cicero Council
Date: 4-23-20

By: Jim Tennant
Title: board Secretary
Date: 5/20/2020

Gete Derflingher, Maria

FIX wrong

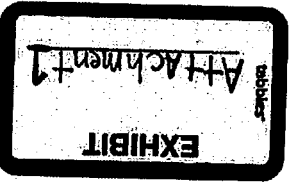
General Information

Increase of 5.5% each year in the Queue		
Retirement Year	2020	
Base Year	2016	
TRS Salary 2016	104,772.68	2,275.00
2016 TRS Salary w/o ins	102,497.68	

In Queue	TRS Salary w/out Insurance		District Total Salary	Var.	TRS Salary with Insurance		Correction to TRS Var what is report to what should be reported
	Insurance				Insurance		
*2017 - 1	108,135.05		108,135.05	0.00	110,535.18		2,400.13
*2018 - 2	114,082.48		114,082.45	0.03	116,614.61		2,532.16
*2019 - 3	120,357.02		\$120,356.99	0.03	123,028.42		2,671.43
*2020 - 4	126,976.65		126,976.63	0.02	129,794.98		2,818.35
Total	469,551.20		469,551.12	0.08	479,973.18		10,422.06

Notes:

* This Calculation is based on the TRS Salary without Insurance times the 5.5% increase each year



Hernandez, Linda

General Information

Increase of 5.5% each year in the Queue	2022
Retirement Year	2018
Base Year	2018
TRS Salary 2018	98,667.74
2018 TRS Salary w/o ins	96,392.74

	TRS Salary w/out Insurance	District Total Salary	Var.	TRS Salary with Insurance	Correction to TRS Var what is report to what should be reported
In Queue					
*2017 -			-		
*2018 -			-		
*2019 - 1	101,694.34	\$101,694.36	(0.02)	104,094.47	2,400.13
*2020 - 2	107,287.53	107,287.55	(0.02)	109,819.66	2,532.13
Total	208,981.87	208,981.91	(0.04)	213,914.13	4,932.26

2021 Estimated Salary reported to TRS	Future Yrs Salary
2022 Estimated Salary reported to TRS	115,859.74
	122,232.03

Notes:

* This Calculation is based on the TRS Salary without Insurance times the 5.5% increase each year

Kairys-Lapp, Zibute

General Information

Increase of 5.5% each year in the Queue
Retirement Year
Base Year
TRS Salary 2019
2019 TRS Salary w/o ins

2023
2019
97,582.44
94,582.44

Correction to TRS

Var what is report to
what should be
reported

In Queue	TRS Salary w/out Insurance	District Total Salary	Var.	TRS Salary with Insurance	Var what is report to what should be reported
*2017 -			-		-
*2018 -			-		-
*2019 -			-		-
*2020 - 1	99,784.47	99,784.47	0.00	102,949.47	3,165.00
Total	99,784.47	99,784.47	0.00	102,949.47	3,165.00

2021 Estimated Salary reported to TRS
2022 Estimated Salary reported to TRS
2023 Estimated Salary reported to TRS

Future Yrs Salary
108,611.70
114,585.34
120,887.53

Notes:

* This Calculation is based on the TRS Salary without Insurance times the 5.5% increase each year

Weber, Julie (Schultz)

General Information

Increase of 5.5% each year in the Queue
 Retirement Year 2021
 Base Year 2017
 TRS Salary 2017 73,954.55
 2017 TRS Salary w/o ins 71,679.55

Correction to TRS

In Queue	TRS Salary w/out Insurance	District Total Salary	Var.	TRS Salary with Insurance	Var what is report to what should be reported
*2017 -			-		
*2018 - 1	75,621.93	75,529.62	92.31	78,022.05	2,492.43
*2019 - 2	79,781.13	79,683.76	97.37	82,313.26	2,629.50
*2020 - 3	84,169.09	84,066.36	102.73	86,840.49	2,774.13
Total	239,572.15	239,279.74	292.41	247,175.81	7,896.07

2021 Estimated Salary reported to TRS

Future Yrs Salary
 91,616.72

Notes:

* This Calculation is based on the TRS Salary without Insurance times the 5.5% increase each year