

Professional Personnel

Retirement

1. Eligibility Requirements

To be eligible for the retirement benefits under this Policy, the employee must meet the following criteria:

- a. The employee must have worked as a certified employee for the Cooperative such that on the date of retirement, the employee has the minimum of fifteen (15) years of TRS creditable full-time service. Approved, unpaid leaves will not interrupt service, but will not count toward full-time service. The individual must satisfy the minimum TRS creditable service or age requirements under TRS regulations to exempt the Cooperative from payment of any employer monetary penalty to TRS based upon ERO or any other applicable Illinois retirement statute or regulation.
- b. The employee must submit to the Cooperative a written irrevocable notice of intent to retire under the Illinois Teachers' Retirement System on or before September 1 of the school year at the end of which the employee will retire.

2. Pre-Retirement Consultation and Meeting

Before September 1 of every school year the Cooperative and Association will develop a list of all employees who are within five (5) years of being eligible or who are then eligible to retire under any Teacher Retirement System Retirement Program. Between September 1 and December 15 of every school year, the Executive Director or his/her designee, an Association representative and each employee on the list will meet to determine whether the employee, under the contract agreement, through horizontal lane movement, promotion, extra duties, summer school or mentoring responsibilities, or in any other manner, would earn more than six percent (6%) over the previous school year's creditable earning in any year of this contract.

The parties agree that under no circumstance will the increases in creditable earnings for teachers who are within four (4) years of becoming eligible for retirement or who are eligible to retire under any TRS retirement program exceed six percent (6%) from one year to the next. The parties agree that if, whether due to horizontal lane movement, promotion, extra duties, summer school or mentoring responsibilities, or for any other reason, the six percent (6%) cap might be exceeded, the parties will meet and agree to restructure the teacher's assignment or compensation so that the six percent (6%) cap will not be exceeded. The parties acknowledge that the purpose of any such agreement is to avoid liability for penalties which may result from increases in creditable earnings from one year to the next in excess of six percent (6%).

3. Retirement Benefits

a. Post-Retirement Lump Sum Health Insurance Premium Payment

Eligible employees will receive a lump sum payment of Six Thousand Five Hundred Dollars (\$6,500) between thirty (30) and sixty (60) days after the employee's last day of work or last pay check, whichever occurs later. This lump sum payment is intended to help the employee defray post-retirement health insurance premium costs and the payments are not intended by the parties to be creditable earnings under the Teachers' Retirement System.

b. Post Retirement Lump Sum Severance Benefit

For each year of full-time active service with the Cooperative, the Cooperative shall pay to the eligible employee one percent (1%) of the employee's final school year's salary excluding

extra duties, summer school or mentoring pay or any other additional compensation up to a maximum of twenty (20%) of the employee's final yearly salary. For purposes of this provision leaves of absence do not count toward years of active service. Payments under this provision shall be in the form of a severance payment made between thirty (30) and (60) days after the Teacher's last day of work or last paycheck, whichever occurs later, and the bonus payments are not intended by the parties to be creditable earnings under the Teacher's Retirement System.

Example: An employee with twenty (20) years of full-time active service with the Cooperative earns \$50,000 in his/her final employment year, excluding additional pay and stipends. The post-retirement bonus will equal \$10,000, i.e., the maximum amount.

4. Review of Final TRS Rules

The parties agree that changes to the Illinois Teachers' Retirement System as adopted rules and regulations to be implemented as Teacher's pension reform will cause these benefits to cease. Pending the parties agree the Association and Governing Board will meet and discuss the impact of the rules made by the Teachers' Retirement System within thirty (30) days of their finalization for purpose of renegotiating these benefits.

ADOPTED: September 8, 2010