

ATTACHMENT A

ARTICLE XII

RETIREMENT

12.1 Retirement Eligibility and Benefits

A. A certified staff member is eligible for retirement benefits from Cary Community Consolidated School District 26 if the following conditions are met:

- is eligible for a retirement annuity from the Illinois TRS;
- has fifteen (15) or more years of service with the Cary Community Consolidated School District #26 at the time of retirement; and;
- submits a written notification to the Board of Education, on or before **May 1st** of the current school year or up to four (4) years preceding retirement, of his/her intent to retire effective at the close of the following school year or up to four (4) subsequent years.

An eligible certified staff member shall receive the following benefits indicated below:

1. A total increase of six percent (6%) per year over his/her salary in the previous year for a maximum of the final four (4) years of employment prior to retirement.
2. A post-retirement lump sum payment of \$20,000 to be paid after the certified staff member's last day of creditable service and after the last paycheck for regular earnings (after **July 1st** of retirement year) as a non-elective employer paid contribution into a post-retirement tax sheltered 403(b) annuity.

This post-retirement benefit is for certified staff who are retiring with thirty-five (35) years of creditable TRS service or have reached age sixty (60) on or before the last day of employment (i.e., the certified staff member is not retiring under TRS's Early Retirement Option).

Payment will be made within sixty (60) days of the certified staff member's last day of creditable service.

- ~~3. Each certified staff shall be paid for up to ninety (90) days of unused, accumulated sick leave that are not reported to TRS for service credit at a rate of ten dollars (\$10) per day.~~

B. This letter of intent to retire may be withdrawn with written notification to the Board through **August 15th** following the school year in which it was submitted of the school year.

If the letter is not rescinded by said date, **August 15**, the employee will receive retroactive pay for that time period. This notice will be irrevocable, except in cases of extreme personal need at the discretion of the Board.

Conditions:

1. The Board maintains the rights under 12B.
 2. If the notice is rescinded as a result of extreme personal need, it is understood that all monies received beyond the negotiated agreement will be reconciled to equal the monies received if the retirement was not requested. The monies will be calculated and the District will be reimbursed by **June 30th** of the said year.
- C. Under no circumstances shall the Board be required to pay any increase in salary in excess of six percent (6%) in any year during the last four (4) years prior to a certified staff member's retirement, following the submission of a notice of intent to retire in accordance with this Article.
- D. For the purpose of this Article, the term "salary" shall include longevity payments, stipends, horizontal movement, and all other payments considered by TRS to be a part of creditable earnings. If a certified staff member has provided notice of intent to retire and is to receive a six percent (6%) salary increase pursuant to this provision this Article, the certified staff member shall continue to perform the same paid assignments that resulted in the total previous year's compensation upon which the six percent (6%) increase is based, except in the following situations:
1. If the certified staff member voluntarily declines to perform any of the previous year's paid assignments, or if the certified staff member is removed from any assignment for cause, the certified staff member's compensation shall be reduced accordingly.
 2. If the certified staff member is removed from the previous year's paid assignment without cause, the six percent (6%) compensation increase shall not be reduced.
 3. If a paid assignment is eliminated by action of the District, the six percent (6%) compensation increase shall not be reduced; however, the certified staff member may be reassigned to a similar paid assignment.
- E. To qualify for the retirement benefits under this Article, a certified staff member must remain employed until the end of the school year of retirement as specified in his/her notice of intent to retire. This benefit shall be granted to any eligible

certified staff who gives timely notice of retirement during the term of this Agreement.

- F. Certified staff members who notify the Board by written letter, on or before **May 1st** of the school year (or years) preceding retirement, of his/her intent to retire effective at the close of the following school year [or up to four (4) school years later] and submits to the Board of Education on or before **May 1st** of the current school year, by confidential letter of his/her intent to retire under the Early Retirement Option (ERO), effective at the close of that school year, shall be responsible for making his/her one-time required ERO contribution rate of 11.5% to TRS and the Board shall be responsible for paying its one-time required contribution rate of 23.5% to TRS.

In addition, Sections A.1, A.3 and B through E of this Article shall apply to any certified staff who intend to retire under AERO.

- G. The Board may limit the number of certified staff who are eligible to retire under ERO. If it does, it will notify the Association of such limit by **January 15** prior to the **May 1st** deadline.

In the event that more than one (1) certified staff members submits his/her letter of retirement at the same time and the Board limits the number of those eligible, the District shall honor those requests according to seniority in the District as a certified staff member.

- H. Any eligible certified staff who submit a notice of retirement by **May 1, 2009** or **May 1, 2010** or **May 1, 2011** shall receive the retirement benefits specified in this Article even if his/her retirement date extends beyond the expiration of the Agreement.