



SKOKIE 73.5

Elizabeth Meyer School • John Middleton Elementary School • Oliver McCracken Middle School

01-22-2024

RE: Planning Regarding Retirement Benefits

Dear Certified Staff Member:

This letter is issued in alignment with Section 13.4 of the Collective Bargaining Agreement (the “CBA”) - Limitations and Planning Regarding Retirement Benefits and it is intended to initiate the retirement planning process for teachers age 50 or older or who will reach age 50 before the start of the 2024-2025 school year.

The **retirement planning process** is a requirement under the CBA, even if you are not considering retirement. In addition to completing the applicable form(s) by March 1, 2024, you need to schedule a retirement planning meeting with the Superintendent’s designee Ms. Tricia Moskal, Payroll and Benefits Coordinator to occur on or before May 1, 2024. This meeting is required even if you are not providing notice of retirement. Once you have had a retirement planning meeting you do not need to conduct another one unless you choose to. Please feel free to reach out to the business office anytime for retirement planning information.

Enclosed with this letter is a copy of the District’s Retirement Planning Form (Appendix F to the CBA), Irrevocable Notice of Resignation and Retirement Form (Appendix G to the CBA), and Agreement Regarding Increases In TRS Creditable Earnings Exceeding Six Percent (Appendix H to the CBA). If you are not planning to give notice of retirement, you only need to complete Appendix F and return it to the District’s Payroll and Benefits Coordinator Tricia Moskal on or before March 1, 2024. If you plan to provide notice of retirement, you need to complete Appendix F, Appendix G and Appendix H and return the documents to Ms. Moskal on or before March 1, 2024.

It is important to know that in order to obtain the retirement incentive benefits described in this Article, you must provide Appendix H to the CBA in order to give the required notice of your intention to retire and participate in the program one year, two years, three years or four years as the case may be,

between January 1st and April 15th of the school year prior to the school year the benefits are to begin.

Please direct any questions to my attention.

Thank you,

Samantha Peterson
Assistant Superintendent of Business and Operations/CSBO
Skokie School District 73.5
speterson@sd735.org

Encl. Appendix F, Appendix G and Appendix H

cc: Dr. Zipporah Hightower, Superintendent
Ms. Tricia Moskal, Payroll and Benefits Coordinator



SKOKIE SCHOOL DISTRICT 73½
RETIREMENT PLANNING FORM

The Illinois Teachers' Retirement System (TRS) imposes substantial penalties on the Board of Education for increases in TRS creditable earnings in excess of 6% for any of the four years used to determine a teacher's pension. Because under certain conditions TRS permits a teacher to retire at age 55, the 6% limitation could apply as early as the school year in which the teacher reaches age 51. Thus, retirement planning should begin at age 50 to allow teachers to maximize earnings through lane advancement, extra duty, regular salary increases and the District 73½ retirement benefit program, while protecting the District from TRS penalties. Article XIII of the District 73½ 2022-2026 collective bargaining agreement provides for a retirement planning process which includes completion of this form and a planning meeting with the teacher in the school year in which the teacher reaches age 50. The planning meeting will be between the teacher and the Superintendent or other central office administrator and cover such topics as TRS requests, the District 73½ retirement benefit program, and questions from the teacher. **A teacher completing this form and engaging in the planning process is not committing to retirement.**

The following information is required for submission to the Superintendent by March 1, for all teachers age 50 or older during the school year.

Name: _____

Total TRS service credit as of
June 30, ____: _____

Optional service credit available
for purchase (includes out of
state, maternity, refunds): _____

Service in a reciprocal system
(e.g. IMRF): _____

Unused sick leave from
other districts: _____

Projected retirement date(s)
(optional): _____

Please also attach to this form a current "Benefits Report" from TRS. The estimate can be obtained by contacting TRS member services at 800-927-5877. Again, this does not commit the teacher to retire on any particular date but will help determine the accuracy of your records and TRS records on sick leave and service credit.

Signature

Date

APPENDIX G

SKOKIE SCHOOL DISTRICT 73½
IRREVOCABLE NOTICE OF RESIGNATION AND RETIREMENT

This Agreement is between the Board of Education of Skokie School District 73½ (Board) and _____, a teacher in the District who is expected to qualify for the retirement benefits as stated in Article XIII of the Collective Bargaining Agreement between the Board and the District 73½ Education Association. So long as the teacher satisfies all of the eligibility requirements specified in Article XIII of the Contract by the time of retirement, the Board and the teacher agree as follows:

1. The teacher's resignation and retirement date is the completion of the school term ending June, _____.
2. The Retirement Incentive shall be paid in the following school years to increase each year's creditable earnings in an amount equal to six percent (6%) over the base year's salary reflected on the Teachers' Salary Schedule (Appendix A) pursuant to Section 13.3 of the Collective Bargaining Agreement: _____, _____, _____, _____.

If the teacher resigns and retires before June, _____, without meeting the eligibility requirements for participation in the plan, no further payments will be made and any payments already made must be repaid. The additional prepayment provisions of Article XIII will also apply.

Any changes to this Agreement will be governed by the provisions of Article XIII of the Contract.

Board of Education	Teacher
By: _____	By: _____
Title: _____	Title: _____
Signature	Signature
_____	_____
Date	Date

**SKOKIE SCHOOL DISTRICT 73½
AGREEMENT REGARDING INCREASES IN TRS
CREDITABLE EARNINGS EXCEEDING SIX PERCENT**

This Agreement (“Agreement”) is between the Board of Education (“Board”) of Skokie School District 73½ (District) and _____, a teacher (“Teacher”) in the School District. This Agreement is required under Section 13.4.2 of the Collective Bargaining Agreement (“CBA”) in order for the Teacher to be eligible to receive Illinois Teachers’ Retirement System (“TRS”) creditable earnings in excess of 6%. The Board and the Teacher agree:

- A. The Teacher will be eligible to receive TRS creditable earnings under the Collective Bargaining Agreement in excess of 6% from school year to school year, unless otherwise limited in a retirement agreement which replaces this Agreement.
- B. The Teacher will repay to the Board all TRS creditable earnings necessary to avoid TRS penalties to the Board if the Teacher retires under TRS and the Board is subject to penalties because the Teacher’s creditable earnings in any school year used to determine the Teacher’s pension exceed TRS’s 6% limitation. To facilitate this repayment, the Teacher authorizes the Board to withhold such amounts as are necessary from any remaining paychecks on a pro rata basis and/or from other payments due the Teacher from the Board in connection with the Teacher’s retirement.
- C. If repayment has not occurred in full under the withholding provided for in Paragraph B above, the Teacher will make any remaining payment due under B above in full within 30 days after the date of the Teacher’s resignation from employment from the District or, if later, within 30 days after the Board’s receipt of the penalty notice from TRS.
- D. The Teacher will pay the Board’s attorney’s fees and other expenses and costs of collection, through litigation or other collection efforts, if the Teacher does not repay the excess creditable earnings when due.
- E. The Board and the Teacher will cooperate as necessary to amend the applicable reports of creditable earnings to TRS to reflect the repayment and reduction in creditable earnings as provided for in Paragraph B above.
- F. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below and continue in force until such time as the Board is no longer subject to TRS penalties due to the Teacher’s creditable earnings under the CBA.

BOARD OF EDUCATION
SKOKIE SCHOOL DISTRICT 73½,
Cook County, Illinois

TEACHER

Name: _____

By: _____
Superintendent

Teacher

Dated: _____

Dated: _____