

6/11/21 Policy Committee Meeting - Review of Policy Manual Project

PC kept in Committee for legal review - language continuity with CBA and relevancy.

Professional Personnel

5:210 Resignations

Please refer to the current “Agreement between the Board of Education, School District #74, Lincolnwood, Illinois, and the Lincolnwood Teacher’s Association, Local 1274 IFT/AFT, AFL-CIO.”

Termination of Employment by Teacher

1. A teacher who has entered into contractual continued service (“tenure”) may resign at any time by obtaining concurrence of the Board of Education or by serving at least 30 days written notice upon the Secretary of the Board of Education or the Superintendent. If a tenured teacher provides at least 30 days written notice, he/she cannot unilaterally revoke the resignation.
2. A non-tenured teacher may resign outside of the school term without concurrence of the Board of Education. Once a non-tenured teacher has provided notice of resignation, he/she cannot unilaterally revoke the resignation.
3. No teacher may resign during the school term, without the concurrence of the Board of Education, in order to accept another teaching assignment.
4. If concurrence by the full Board of Education is impractical or time is of the essence, the Board President, in consultation with the Board’s attorney, is authorized to instruct the Superintendent to issue a concurrence on behalf of the Board of Education.

Supplement to TRS Early Retirement Plan

1. To be eligible, the teacher/administrator must have completed at least fifteen (15) consecutive years of full time employment as a teacher/administrator in the Lincolnwood Public Schools immediately preceding retirement.
2. The teacher/administrator must have Board approval and participate in the TRS Early Retirement Plan to receive a supplemental stipend.
3. The stipend paid by the Board of Education shall be as follows:
 - a. The teacher/administrator will be required to pay the following early retirement penalties to the Illinois Teachers’ Retirement System from the stipend:
 1. Any Board of Education contribution
 2. Any Teacher/Administrator contribution
 - b. The total stipend shall not exceed the GREATER of :
 1. The total TRS early retirement penalties as outlined in section 3a above plus 15%. (i.e. maximum penalty assessed by TRS is $135\% + 15\% = 150\% \times \text{final salary}$)

or

2. An amount equal to $1.25 \times \text{final salary}$ as listed on the Lincolnwood Teachers’ Salary Schedule. The salary will **not** include any extra duty pay.
- c. The Board of Education shall increase a teacher’s administrator’s final year salary by an advance payment amount of up to five thousand dollars (\$5,000), herein after referred to as the “Advance”, providing the teacher/administrator notifies the Superintendent, in writing, of the intention of retiring by May 15 of the year prior to the retirement date.

The amount of money a teacher/administrator receives from the District during his/her first year of retirement shall be reduced by the Advance.
- d. Any monies remaining from the stipend after the TRS required penalties will be paid to the employee over five (5) years as long as the teacher/administrator remains eligible for the program.
4. The District reserves the right to grant early retirement to a maximum of three (3) individuals in any given year. Early retirements will be granted on the following basis:

The earliest an eligible teacher/administrator may elect retirement is May 1 in the year preceding the final school year of teaching.

During the month of May, early retirements will be granted on the following basis:

- a. First priority shall be based on years of service in Lincolnwood.
- b. Second priority shall be based on total years of professional teaching service.
- c. Unsuccessful applicants will receive first priority the following year, however, they will need to reapply the following May to be eligible.
- d. If seven (7) or more teachers/administrators applied for the District Plan of Retirement in any given year the

procedure described from (a) through (c) would be repeated.

After the month of May, all early retirement request will be awarded on a first come first serve basis.

5. Payments shall be made in two installments each year during the months of January and July. The individual shall be considered to be a self-employed contractor.
6. Upon the death of an individual who has retired under this policy, the District will pay the unpaid portion in a lump sum to the retiree's designated beneficiary or, if none is designated, to his/her estate, and the contract shall then be terminated.
7. Teachers/Administrators electing early retirement shall have no right thereafter to regular employment in the District regardless of whether the retiree subsequently discontinues participation in this program.
8. The retirement stipend (Section 9.5 of the Contract) shall be paid the school year preceding the year of retirement, if the teacher/administrator gives the Superintendent written notice of his/her intention to participation in the early retirement plan by May 15 of that school year.
9. Notwithstanding any of the foregoing provisions, the Board reserves the right to terminate the early retirement program at any time with respect to persons who are not participating in the retirement program in the school year when the termination becomes effective. Individuals on early retirement hereunder, or those who during the year have been approved for early retirement, will be allowed to continue despite the termination of the program with respect to all other employees.

LEGAL REF.:

[105 ILCS 5/24-14.](#)

Park Forest Heights School Dist. v. State Teacher Certification Bd., 842 N.E.2d 1230 (Ill.App.1 2006).

ADOPTED: September 10, 2002

REVISED: April 6, 2011

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Lincolnwood School District 74
