MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF EDUCATION OF PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202
AND
ASSOCIATION OF PLAINFIELD TEACHERS, IEA-NEA

The Board of Education (the “Board”) of Plainfield Community Consolidated School District 202 (the “School District”) and the Association of Plainfield Teachers, IEA-NEA, ("APT") agree to the modifications in Article 11.13 of the 2017-2022 Collective Bargaining Agreement ("Agreement") as follows:

11.13 Retirement Incentive Programs

Program A

Eligibility

For the term of this Agreement, a retirement program shall be available to teachers who meet the following eligibility criteria:

a. Completed at least ten (10) years of full-time teacher service (or the equivalent thereof) in the District.

b. Submitted a letter of intent to retire as required below.

c. If a teacher has reached the maximum allowable TRS service credit, the teacher must resign and retire no later than the end of the school term, in which they have become eligible. TRS creditable service also includes creditable service recognized by TRS due to unused sick leave. (Example: A 55-year old educator with 33 years of TRS service credit and 2 years of sick leave equates to 35 years of creditable service.)

d. If the teacher has already met the TRS age (55)/service requirements (35 years) prior to the 2017-2018 school year, the teacher must resign and retire at the end of the 2018-2019 school year to receive the Program A benefit.

e. Prior to receipt of retirement benefits under Program A, the teacher must provide the District with information from TRS confirming the teacher’s service credit.

f. None of the teacher’s increases in creditable earnings in the years used to determine the teacher’s pension would cause the Board to be subject to any penalty.

g. If a teacher elects to retire under Program A at the end of the fifth year of the Agreement and has submitted their letter as stated above, they will still receive the benefit listed below even if the contract is terminated prior to the fifth year due to state funding changes.

Procedures

In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable letter of intent to retire to the Superintendent or designee, setting forth a retirement date of no later than the end of the Agreement. Such letter must be submitted to the Superintendent or designee by February 15 of the school year preceding the school year in which the teacher is first eligible to receive the benefits under this program.
Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program and will not be entitled to receive any benefits under any retirement program negotiated in a prior or successor bargaining agreement.

Benefit

As a voluntary retirement benefit for qualifying teachers, the Board agrees to increase the teacher’s TRS creditable earnings by six percent (6%) over the preceding year’s TRS creditable earnings for their final two years of employment in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled.

Under no circumstances may a teacher participating in this program receive a creditable earnings increase of more than six percent (6%)* over the teacher’s prior year’s creditable earnings.

If a teacher performs any new or different activities that would cause the teacher to incur an earnings increase in excess of six percent (6%), the teacher shall have the choice of not performing the activity or accepting a lesser rate of pay that would not cause the earnings increase to exceed six percent (6%).

If the teacher, after submitting a request to the Superintendent or designee to extend employment beyond the designated year of retirement, and upon Board approval, the teacher shall immediately pay back or have the subsequent year’s salary reduced by the additional amount received in excess of the regular base salary increases received as a result of the implementation of this section.

A teacher for whom an extra-duty stipend was part of the teacher’s creditable earnings and who ceases to perform such duty in a school year in which the teacher is receiving a 6% increase under the program, will have the stipend for that duty subtracted from the creditable earnings increases provided under this program.

*If the law or regulations change to decrease the TRS limitation below 6%, and the statute does not provide any grandfathering provisions under which this Agreement would qualify, the maximum increase under this program will be reduced to ensure the District does not receive a penalty as a result of the retirement incentive provided herein.

Teachers who are not eligible or choose not to retire under Program A, outlined above, by the end of the Agreement, will be eligible for retirement Program B, outlined below, under the following terms.

The Parties agree that this Memorandum of Agreement represents the Parties’ entire agreement and that all other terms and conditions of the parties 2017-2022 Agreement remain unchanged and in full force and effect.

ASSOCIATION OF PLAINFIELD
TEACHERS,IEA/NEA

By: 
President

Attest: 
Secretary

BOARD OF EDUCATION OF
PLAINFIELD COMMUNITY
CONSOLIDATED SCHOOL
DISTRICT NO. 202, WILL AND
KENDALL COUNTIES

By: 
President

Attest: 
Secretary