

ANITA COMMUNITY SCHOOL DISTRICT
VOLUNTARY EARLY RETIREMENT POLICY

1. PURPOSE

It is the expressed intent of the Board, through this policy, to acknowledge full-time certified employees who have provided years of service to the School District by offering a voluntary early retirement incentive subject to the terms and conditions set out in this Policy.

2. STATEMENT OF NON-DISCRIMINATION

The School District will not discriminate against any employee on the basis of age, sex, sexual orientation, gender identity, race, color, creed, religion, national origin, or disability through the application or administration of this policy.

3. ELIGIBILITY

A regular, full-time certified employee may apply for early retirement benefits if these eligibility requirements have been met:

- a. The employee has reached or will reach at least the age of 55 at the actual date of retirement,
- b. The employee has continuously worked a minimum of the most previous 15 years of service at the School District and is actively employed on a full-time basis during the last school year prior to early retirement,
- c. The employee is not eligible for, applying for, or receiving benefits under a leave of absence or other School District plan,
- d. The employee has not received a notice concerning termination of the employee's contract, unless the notice is based upon reasons which are related to staff reduction, and
- e. The employee has not previously received early retirement benefits from the School District.

Approved: 1-18-2010 (new policy)
Date of Review:

4. DEFINITION OF TERMS

- a. Years of service - Years of service must be consecutive and most recent.
- b. “Continuously Worked” - Continuous employment must be without any voluntary interruptions of service. Interruptions due to reductions in force or due to approved leaves of absence will not constitute a voluntary interruption in service, unless the interruption or leave exceeded twenty-four (24) consecutive months in length. However, the period of time during which an employee is absent due to a reduction in force or due to an approved leave will not be counted for purposes of determining the minimum years of service required to establish eligibility.
- c. Regular full-time certified employee - A regular full-time certified employee is an employee who works as a teacher, counselor, librarian, nurse or administrator for a minimum of six hours per work day for 180 work days or more each school year.
- d. “Actively employed” – means the employee has been at work and performing assigned duties for at least 80 percent of the work days over the previous 12 months.

5. APPLICATION

- a. Applications must be received by the Superintendent not later than February 15. However, the advance notice requirement may be waived at the discretion of the Board. Any decision to waive the advance notice requirement shall not establish any precedent with regard to future applications which fail to meet the advance notice requirement.
- b. The date of retirement for eligible employees will ordinarily be the end of the individual’s contract year. However, another date may be requested and approved by the Board.
- c. Application materials must include the following forms:
 - i. Resignation and Request for Early Retirement
 - ii. Designation of Beneficiary
 - iii. Agreement Not to Reapply for Employment.
 - iv. Release of all claims.
- d. An employee’s application for early retirement benefits is not, in itself, a resignation nor does it require the Board to accept the application. However, acceptance by the Board of an employee’s application for early retirement will be considered a voluntary resignation and termination of the employee’s contract of employment. If the Board does not accept the employee’s application, the employee’s contract will continue in effect.

6. BOARD'S RIGHT TO LIMIT OR DENY BENEFITS

The Board reserves the right to determine whether any early retirement benefits will be paid in a given year, and, if so, to determine how many employees will be granted benefits. The Board expressly reserves the right to reject any application for early retirement benefits.

If the Board decides that only a limited number of employees will be granted early retirement benefits in a given year, the Board will then determine the maximum number of employees who may receive benefit. Recipients will be selected on a seniority basis. If there is a tie between or among employees using the seniority rule, the tie will be broken by a random process.

7. EARLY RETIREMENT BENEFIT

- a. Early retirement benefits are offered as an inducement to, and consequence of, retirement and are not to be construed as a continuation of salary. Benefits will be provided to the retiree or the beneficiary named by the retiree if the retiree dies before all benefits are paid.
- b. The value of the early retirement benefit shall be fifteen thousand dollars (\$15,000).
- c. Payment of this benefit shall be made in 2 equal installments. The first installment shall be on or before January 15, 2011 and the second installment on or before January 15, 2012.
- d. Payments are subject to applicable taxes such as withholding for federal and state income taxes, social security etc. Employees will not be paid interest on any funds held by the School District.

Employees are advised to seek independent advice with regard to tax or financial consequences associated with any action taken by them under this policy.

8. CONTINUATION OF INSURANCE

Employees retiring under the early retirement program may be eligible to continue participation in the School District's group insurance plan at the employee's own expense. Employees must meet the requirements of the insurer and must pay the monthly premium amount in full to the board secretary prior to the due date for the School District's premium payment to the insurer.

9. RIGHT TO AMEND OR REVOKE

The Board reserves the right to amend or revoke this Early Retirement Policy or any provision of this policy at any time, with or without notice.

The Board also reserves the right to waive any requirement or condition of this policy at its discretion and at any time. Any decision by the Board to waive a requirement or condition which is a part of this policy shall not establish any precedent with regard to future requests for a waiver.

RESIGNATION AND REQUEST FOR EARLY RETIREMENT

I, _____, born on _____, hereby submit my resignation to the Board of Directors of the Anita Community School District and elect the early retirement benefits available to employees in the Anita Community School District. This resignation is subject to the acceptance of my application for early retirement benefits.

I commenced my most recent continuous service in the Anita Community School District on _____.

DESIGNATION OF BENEFICIARY

If the Board approves my application for early retirement benefits and I die before I receive the Benefit, I direct the Board to pay the Benefit to:

(Name of Beneficiary)

Print Full Name _____

Signed _____ Date _____

The resignation and request for early retirement was accepted by the Board of Directors on the _____ day of _____, 2010, by action as noted in the minutes of the Board.

Secretary of Board of Directors
Anita Community School District

AGREEMENT NOT TO SEEK RE-EMPLOYMENT

In consideration of the benefits that will be provided by Anita Community School District through its Early Retirement Policy, I hereby agree not to apply for or seek employment with Anita Community School District at any time in the future.

Print Full Name _____

Signed _____ Date _____

RELEASE OF ALL CLAIMS

The Anita Community School District (the "School District") and _____ ("Employee") agree as follows:

1. In consideration of the benefits to be provided to Employee in accordance with the Early Retirement Plan, Employee agrees to immediately sign and submit a letter of resignation to be effective on _____, 2010.
2. Employee is advised that he/she has the right to consult with an attorney prior to signing this Agreement.
3. Employee hereby releases and discharges the School District, the Board of Directors of the School District, and any and all officers, employees, representatives or agents of the School District from any and all liability whatsoever including all claims, demands, or causes of action, and including the federal Age Discrimination in Employment Act, which he/she has or may ever claim to have by reason of his/her employment with the School District and the termination of his/her employment relationship with the School District.
4. Employee agrees that this Agreement is entered into freely and voluntarily and solely in reliance upon his/her own knowledge, belief and judgment and not upon representations made by the School District or others on its behalf.

CAUTION: THIS IS A RELEASE OF ALL CLAIMS

Employee

Date: _____