

# **GRINNELL-NEWBURG COMMUNITY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE VOLUNTARY RETIREMENT ASSISTANCE PLAN**

## **1. PURPOSE**

It is the expressed intent of the Board, through this plan, to provide the District's employees with the option and opportunity for early retirement from their employment with the District. This Voluntary Retirement Assistant Plan is designed to show the District's appreciation for the services an employee has rendered to the District, and to aid the employee in their transition from public service, to save District funds through replacement savings, and to assist the employee financially in their effort to retire. This Plan is not intended to reduce the number of FTE for any particular job. Plan

## **2. STATEMENT OF NON-DISCRIMINATION**

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

## **3. ELIGIBILITY**

A **Non-certified Employee** is eligible for retirement assistance if the employee:

- a. has reached the age of 60 at the actual date of retirement, and has worked at least ten (10) years of service total for the District and has continuously worked a minimum of the most recent five years of service at the School District and is actively employed on at least a half-time basis during the last school year prior to retirement assistance, or
- b. has reached the age of 55 at the actual date of retirement, and has worked at least twenty (20) years of service total for the District and has continuously worked a minimum of the most recent five years of service at the School District and is actively employed on at least a half-time basis during the last school year prior to retirement assistance,
- c. notifies the Board as provided by this Plan, and, in any event, **not later than January 19, 2015**,
- d. retires not later than July 31 of the year in which retirement is to take effect per the Request for Retirement and Resignation Form,

- e. is not eligible for, applying for, or receiving benefits under any other plan offered through the School District such as the group long-term disability insurance plan,
- f. has not received a notice as of January 19 concerning termination of the employee's employment, unless the notice is based upon reasons which are related to staff reduction, and
- g. has not previously received retirement assistance benefits from the School District.

#### 4. DEFINITION OF TERMS

- a. Non-certified Employee – paraeducators, food service personnel, physical plant employees, secretaries, administrative assistants, and transportation personnel
- b. Years of service - years of employment including complete school years or complete fiscal years
- c. “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 exceeds twelve (12) 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.

#### 5. APPLICATIONS

- a. Under ordinary circumstances, applications must be received by the Board Secretary **not later than January 19, 2015**. However, the advance notice requirement may be waived at the discretion of the Superintendent. Any decision by the Superintendent 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 or the end of a school term. However, another date may be requested and approved by the Board.

- c. Application materials must include the following forms:
  - 1. Request for Retirement and Resignation
  - 2. Designation of Beneficiary Form
  - 3. Release of Claims Form
  - 4. Agreement Not to Reapply for Employment. (However, this agreement does not prohibit the School District from offering employment to the employee in the future.)
  
- d. An employee's application for retirement assistance 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 retirement assistance 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. RETIREMENT ASSISTANCE BENEFITS**

- a. The total value of the retirement assistance benefit shall be computed according to the following formula:
  - 1. The School District shall pay to the retiring employee an amount based on three-fourths (3/4) of the retiring employee's current salary up to a maximum amount of \$40,000. This does not include extra duty increments, supplemental pay, or other payments not part of the employees contract.
  - 2. Each retiring employee shall also receive, as a benefit under this plan, entitlement to participate to age sixty-five (65) or to the date at which Medicare provides coverage, whichever occurs first, in the employee health insurance plan at their own cost, so long as they are permitted to continue coverage by the insurer, under the following terms:
    - 1. Said employee is eligible for the same coverage he/she had prior to retirement;
    - 2. Said employee must pay to the Grinnell-Newburg Community School District, in advance, a sum equal to one (1) months' premium, prior to the month seeking coverage, with the first payment due on the date of retirement; and

3. Once said employee discontinues his/her coverage under the District's health insurance plan and/or fails to comply with subsection (b) above, he/she is ineligible to rejoin and/or receive coverage unless otherwise provided by law.

b. Payment of benefits shall be paid over a period of two (2) years. The first payment on or before July 3, 2015 and the second payment on or before January 9, 2016, and/or payable to a tax sheltered annuity that is in compliance with the requirements for such plan under the Internal Revenue Code.

c. The Board has set the maximum number of retirement assistance packages offered to non-certified employees at ten for a year. Seniority will be the basis by which the Board accepts retirement assistance applications. Those employees with most seniority will be given highest priority.

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

## **7. RIGHT TO AMEND OR REVOKE**

The Board reserves the right to amend or revoke this Retirement Assistance Plan or any provision of this plan at any time, with or without notice.

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

The Board will review the retirement assistance plan by December 31 of each year. Board action will be required annually to authorize the continuation or modification of the plan. If the Board takes no action the plan automatically expires.

## **8. EMPLOYEE RIGHTS**

In the event this Retirement Assistant Plan is altered or discontinued, persons who have retired from employment with the District under its provisions will continue to receive the benefits in effect and authorized by the Board of Directors at the time the employee's letter of resignation was accepted.

The adoption of this Retirement Assistant Plan shall not vest any rights in any employee whether or not the employee is currently eligible for early retirement. Furthermore, the District shall not be obligated to provide any plan benefits to any employee after the expiration date of the plan, except to those Retirement Assistant Plan participants whose early retirement pursuant to this plan has commenced prior to the expiration date.

## **9. STATUS OF PARTICIPANTS**

An employee who elects to participate in the District's Retirement Assistant Plan will become a retired employee and will be entitled to all rights and privileges of retired employees under applicable law and the policies of the Grinnell-Newburg Community School District Board of Directors.

Retirement Assistant Plan participants shall not be eligible to be rehired in any capacity with the Grinnell-Newburg Community School District; nor shall the Grinnell-Newburg Community School District be required to consider an application for employment from a Retirement Assistant Plan participant; provided however, that, at the sole discretion of the Board of Directors, the District may employ Retirement Assistant Plan participants as temporary substitute employees.

Each employee who elects to participate in the District's Retirement Assistant Plan must specifically agree to hold the District harmless and indemnify it if the participant attempts to submit an application for employment or otherwise attempts to be reemployed with the District.

**RESIGNATION AND REQUEST FOR  
RETIREMENT ASSISTANCE**

I, \_\_\_\_\_, born on \_\_\_\_\_, hereby submit my resignation effective at the end of the \_\_\_\_\_ school year to the Board of Directors of the Grinnell-Newburg Community School District and elect the retirement assistance benefits available to employees in the Grinnell-Newburg Community School District. This resignation is subject to the acceptance of my application for retirement assistance benefits.

Print Full Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

The resignation and request for retirement assistance was accepted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by action as noted in the minutes of the Board.

\_\_\_\_\_  
Secretary of Board of Directors  
Grinnell-Newburg Community School District

## RELEASE

Grinnell-Newburg Community School District (the "School District") and  
\_\_\_\_\_ ("the retiring employee") agree as follows:

1. In consideration of the benefits to be provided in accordance with the Retirement Assistance Plan, the retiring employee agrees to immediately sign and submit a letter of resignation to be effective not later than July 31, of the agreed upon retirement year.

2. The retiring employee is advised that he/she has the right to consult with an attorney and tax advisor prior to signing this Agreement.

3. The retiring employee acknowledges that he/she received a copy of this Agreement on \_\_\_\_\_, 20\_\_, and that he/she was given twenty-one (21) days to consider this Agreement.

4. Following the date of the signing of this Agreement, the retiring employee shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired.

5. The retiring 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 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, and the retiring employee specifically waives any rights or claims which he/she may have or ever claim to have arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. Sec 621, et seq.), excluding any claims which may arise after the date of the signing of this Agreement.

6. The retiring employee acknowledges 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.

**Grinnell-Newburg Community School District**

By: \_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Employee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## DESIGNATION OF BENEFICIARY

If the Board approves my application for retirement assistance benefits and I die before I receive the Deferred Compensation Benefit, I direct the Board to pay the Deferred Compensation Benefit to: \_\_\_\_\_.  
(Name of Beneficiary)

Print Full Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_



**AGREEMENT NOT TO SEEK RE-EMPLOYMENT**

In consideration of the benefits that will be provided to me by Grinnell-Newburg Community School District through its Retirement Assistance Plan, I hereby agree not to apply for or seek employment with Grinnell-Newburg Community School District at any time in the future, except for employment in a substitute capacity.

Print Full Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_  
Board Secretary