



ARTICLE XXIII. RETIREMENT

To the extent that any provision of this Article is inconsistent with the statutes or regulations pertaining to the retirement system applicable to unit members, the statutes and regulations shall govern and shall be followed by the District.

A. Pre-Retirement.

The District shall provide the opportunity for a full-time employee to reduce the work year for full-time to part-time duties and retain all retirement benefits. The employee would be expected to meet all the following requirements:

1. The employee shall have reached the age of fifty-five (55) prior to the first day of the semester in which part-time employment is requested and shall submit a request in writing to the Human Resources Dept. ~~by March 1st. ninety (90) days prior to the beginning of the semester in which the pre-retirement program is obtained.~~
2. Length of participation in the pre-retirement program shall not exceed ten (10) years. Employees requesting pre-retirement shall have been employed in the District full-time in a position requiring certification for at least ten (10) years prior to the beginning of the pre-retirement, including the immediate preceding five (5) years.
3. The option of part-time employment shall be exercised at the request of the employee. The specific assignment shall be a mutual agreement, based upon feasibility, between the employee and the District. ~~The District will provide a list of available opportunities for part-time positions by April 15. By the last school day in April, the employee may choose a position from the list in seniority order and shall be assigned the position. An employee who does not choose the position from the list provided by the district by the last school day in April shall be considered for part-time positions pursuant to Article XIV. In the event of death, permanent disability, divorce, separation, birth, adoption or other changes in the employee's head-of-household status or family status, the employee may revoke this option, commencing with the ensuing school year and shall give notice in writing to the District on or before March 1st.~~
4. ~~No Reduced Work Load Assignments pursuant to this Article will be approved after June 15.~~
5. ~~In the event of death, permanent disability, divorce, separation, birth, adoption or other changes in the employee's head of household status or family status, the employee may revoke this option, commencing with the ensuing school year and shall give notice in writing to the District on or before March 1st.~~
- 5.6. The employee shall receive the salary which is a pro rata share of the salary the employee would be earning if the employee continued in full-time employment and full retirement contributions shall be paid by the employee and the District, based on the employee's full-time salary placement. All leave benefits provided in Article XII above afforded a full-time employee shall be earned by the part-time employee on a prorated basis.

- 6. The employee whose service is half-time or more shall receive health and welfare benefits in the same manner as a full-time employee.
- 7. The consequences of failing to work at least fifty (50) percent as required by the program can be significant. This occurs if the member does not earn creditable compensation for at least fifty (50) percent of full time in any one school year. Service credit for the year will be calculated on actual time worked.

B. Early Retiree–Consultant.

- 1. An employee who is fifty-five (55) years of age or older with ten (10) years of continuous service, including Board-approved leave, in the District may, upon retirement, be employed as a consultant for up to five (5) years or the age of eligibility for Medicare, whichever occurs first.
- 2. Such retired employee contract shall include terms and conditions agreeable to the employee and the District, but not to exceed \$5,000.00. The per diem rate shall not exceed the current per diem rate of an employee performing a similar service.

C. Early Retirement Incentive Program.

For K-12

Plan I:

<u>Age</u>	<u>Years</u>	<u>Bonuses</u>
55-60	27	\$4,000
61-62	27	\$3,000
63-64	27	\$2,000
65+	27	-0-

Plan II:

<u>Age</u>	<u>Years</u>	<u>Bonuses</u>
55-60	23	\$3,000
61-62	23	\$2,000
63-64	23	\$1,000
65+	23	-0-

Plan III:

<u>Age</u>	<u>Years</u>	<u>Bonuses</u>
55-60	19	\$2,000
61-62	19	\$1,000
63-64	19	\$500
65+	19	-0-

For Children’s Center Teachers:

<u>Age</u>	<u>Step</u>	<u>Bonuses</u>
55-60	11	\$4,000
61-62	12	\$3,000
63-64	13	\$2,000

For Adult Education Teachers, see Article XVII, N.

Conditions.

1. A prospective retiree shall notify the District by March 1st of his/her retirement to be effective between March 1st and September 1st.
2. The Retiree (except Children's Center Teachers) may be eligible for both this plan and the Early Retirement Consultant Program with the combined Consultant \$5,000.00 and a bonus of \$2,500.00.

D. District-Paid Insurance for Early Retirees.

1. The District shall provide eligible retirees with the same health and welfare benefits provided to employees in the certificated employee unit, subject to the approval of the carrier(s).
 - a. If the carrier(s) continue(s) to provide coverage but at a higher rate(s), the District contribution shall not exceed the contribution made for members of the certificated employee unit.
 - b. In the event that the retiree becomes ineligible for coverage under the District's plan, the District's obligation to the retiree shall be limited to providing the retiree with the monthly contribution it would have made on behalf of the retiree.
2. An eligible retiree is one who is at least fifty-five (55) years of age and not beyond the age of Medicare eligibility, who has rendered ten (10) years of continuous service, including Board-approved leave, in the District immediately prior to retirement and who retires under STRS.
3. An eligible dependent is one who meets the eligibility requirements of the insurance carrier(s).
4. An employee who receives a disability allowance from STRS, irrespective of whether the employee has retired or not, and who is at least fifty-five (55) years of age and has rendered ten (10) years of continuous service, including Board-approved leave, shall be eligible for health and welfare benefits under this provision.
5. The District shall pay the premiums until the retiree reaches the age of Medicare eligibility, or until the retiree is deceased, whichever occurs sooner.
6. If a retiree dies prior to reaching the age of sixty-five (65), coverage shall continue for the surviving spouse until the end of the fiscal year or for six months, whichever is longer. If the spouse remarries during this period of time, his/her benefits shall be discontinued at the end of the month of remarriage. This coverage applies only if the surviving spouse is not eligible for health benefits under another plan and is not eligible for Medicare coverage in which case benefits shall continue for up to two (2) months after the death of the retiree.

7. In the event that a Federal and/or State medical benefits program were to be established prior to the termination of the retiree's medical plan, the District provided benefits shall be combined with the Federal and/or State plan and necessary cost contribution adjustments shall be made.
8. Retiring employees who are at least fifty-five (55) years of age and who are not eligible to receive health care benefits under these provisions may, upon making suitable arrangements with the Business Office, continue to receive health care benefits at their own expense, provided the carrier(s) approve, and provided that there is no increase in the premium rates for active District employees as a result of this benefit.

E. Reemployment of District Retirees:

PVUSD K-12 retirees who return to the district to serve as substitute teachers will be paid 145% of the daily substitute rate. If they work for more than 3.5 hours in a day, they will be paid for a full day of service. Any retirees who return to serve in a long-term substitute position shall be paid the long term substitute rate.

F. Retirements

The District shall notify the PVFT President by email of receipt of a retirement letter from a unit member. PVFT shall notify the District by email to the Assistant Superintendent for Human Resources within 2 days of its receipt of the District's email if the employee wishes to rescind the retirement. If rescinded the original resignation or retirement letter shall be of no effect and the employee reinstated to his/her position as a certificated member of the District.