

LEA/LVJUSD 2003-2007 CONTRACT

ARTICLE 23: RETIREMENT INCENTIVE PROGRAM

- 23.1 The District will provide voluntary retirement incentives for the LEA bargaining unit. A certificated employee may initiate application to participate in one of the incentive plans described below. Participation will be approved by the District
- 23.2 Written application for a Retirement Incentive Program shall be the responsibility of the certificated employee. All applications will be processed through the Human Resources Office. It shall be the responsibility of the Human Resources Office to inform the bargaining unit member of the financial implications of the retirement options available. The bargaining unit member shall analyze his/her status with regard to the benefits of each option.
- 23.3 All Retirement Incentive Programs as defined in this Agreement may be initiated during the term of this Agreement. Certificated employees wishing to take advantage of one of these retirement incentive programs should make application through the Human Resources Office by February 1 of that year when the employee plans to retire.
- 23.4 Option Number One
- Welfare Benefits, (Medical, Dental, Vision) Provided by the District
- 23.4.1 The bargaining unit member shall have attained the age of fifty-five (55) or more.
- 23.4.2 The bargaining unit member shall be receiving STRS or PERS retirement benefits.
- 23.4.3 The bargaining unit member shall have been a full time certificated employee of the District for at least ten (10) years or the equivalent of ten years of full-time service (e.g. 20 years as a .5 F.T.E. employee) or shall have participated in Option Number Two.
- 23.4.4 The level of District contribution toward medical, dental and vision benefits will be consistent with the current benefit contribution provided to all bargaining unit members.
- 23.4.5 For bargaining unit members retiring prior to July 1, 2006, benefit coverage will include the employee, employee's spouse or registered domestic partner and eligible dependents. For bargaining unit members retiring between July 1, 2006 and June 30, 2010, benefit coverage will include only the employee.
- 23.4.6 Bargaining Unit Members retiring after June 30, 2006 may choose to continue medical, dental and/or vision coverage for their spouse or registered domestic partner and eligible dependents by paying premiums through the District benefit program so long as the carrier will provide insurance.
- 23.4.7 The benefits shall continue to age 65 or for not more than seven (7) years after retirement, whichever occurs first. Prior bargaining unit members no longer eligible for Option 1, may choose to continue medical, dental and/or vision coverage by paying premiums for themselves, their spouse or registered domestic partner and eligible dependents through the current health care administrator so long as the carrier will provide insurance.

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- 23.4.8 After age 65, prior Bargaining Unit Members no longer eligible may choose to continue medical, dental and/or vision coverage by paying premiums for self, spouse or registered domestic partner and/or eligible dependents through the Retiree Benefit Trust Administrator so long as the carrier will provide insurance.
- 23.4.9 Upon electing to participate in this Retirement Incentive Program the bargaining unit member may not return as a regular certificated employee of the District.
- 23.4.10 The certificated bargaining unit member wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1 of that year when the employee plans to retire.
- 23.4.11 The dependent(s) of a prior bargaining unit member who retired before July 1, 2006 and who died prior to the end of the eligibility period will continue to receive benefits for the remainder of the eligibility period.
- 23.4.12 A retired prior bargaining unit member who moves outside the service area of his/her existing health plan may request that the District send the same premium amount currently paid to a different health plan. The prior bargaining unit member may be required to prepay the difference in premium amount to the District in advance of the premium due date. If the District does not receive the prepay amount from the prior bargaining unit member, the District shall not be responsible for any lapse in coverage caused by such failure or delay on the prior bargaining unit member's part.
- 23.4.13 Option 1 expires on July 1, 2010.
- 23.5 Option Number Two
- 23.5.1 Pre-Retirement Part-Time Employment Incentive Plan
- 23.5.2 The certificated employee shall have attained the age of fifty-five (55) or more.
- 23.5.3 District and employee contributions to S.T.R.S. shall be as though the employee received a full time salary.
- 23.5.4 The certificated employee shall have been a full time certificated employee of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.
- 23.5.5 The employee shall receive medical, dental, and/or vision benefits as offered to the full time certificated employees of the District.
- 23.5.6 Upon electing to participate in this Retirement Incentive Program the certificated employee may not return as a regular full time certificated employee of the District except by mutual agreement of the employee and the District.
- 23.5.7 The option of part-time employment shall be initiated at the request of the certificated employee and can be enacted upon action of the District.

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- 23.5.8 The certificated employee shall be paid a salary, which is the pro rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment.
- 23.5.9 The part-time employment shall be equivalent of one half (1/2) of the full time of service required by the employee contract for the new part-time position.
- 23.5.10 An employee may not participate in this plan for more than ten (10) consecutive years.
- 23.5.11 A certificated employee who is on part-time status shall advance on the salary schedule in accordance with District guidelines.
- 23.5.12 The final determination as to which certificated employee will participate in this program and the form of the part-time employment shall be at the discretion of the District.
- 23.5.13 The District reserves the right to remove an employee from this part-time employment plan if demonstrated performance is deemed to be substandard (as per Education Code provisions).
- 23.5.14 Seniority status will apply (as per Education Code provisions).
- 23.5.15 The certificated employee wishing to participate in this Retirement Incentive option shall notify the Human Resources Office by February 1, of that year when the employee plans to retire.
- 23.6 Option Number Three
- 23.6.1 Consultant Service Retirement Incentive Plan
- 23.6.2 The certificated employee shall have attained the age of fifty-five (55) or more.
- 23.6.3 The certificated employee shall be receiving S.T.R.S. benefits.
- 23.6.4 The certificated employee shall have been a full time certificated employee of the District for at least ten (10) years of which the immediately preceding five (5) consecutive years were full time employment within the District.
- 23.6.5 The employee may continue to pay medical, dental and/or vision coverage premiums for self, spouse or registered domestic partner, and/or eligible dependents through the District benefit program.
- 23.6.6 Upon electing to participate in this Retirement Incentive Program the certificated employee may not return as a regular certificated employee of the District.
- 23.6.7 A certificated employee may not participate in this Retirement Incentive Plan for more than five (5) years.
- 23.6.8 No service will be rendered other than those specifically allowed by the Education Code.
- 23.6.9 Contract

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- 23.6.9.1 A contract with the certificated employee opting for this Retirement Incentive Program shall be based on the needs of the District and the qualifications and experience of the applicant.
 - 23.6.9.2 The contract shall include a statement of the compensation which shall not exceed \$5,000 per year.
 - 23.6.9.3 If a participant in this plan elects to continue medical, dental or vision coverage benefits during the period of the contract s/he shall pay all premium costs to the District.
 - 23.6.9.4 The employee shall be paid a per diem, which is prorated on his/her last year's salary just prior to the initiation of this option.
 - 23.6.9.5 The District reserves the right to remove an employee from this Consultant Service Retirement Incentive Plan if performance is deemed to be substandard.
- 23.6.10 The certificated employee wishing to participate in this Retirement Incentive Program shall notify the Human Resources Office by February 1, of that year when the employee plans to retire.