



Code No. 403.8

VOLUNTARY RETIREMENT

The United School District offers a voluntary retirement plan for employees who work thirty (30) hours or more per week as an incentive to voluntarily retire that allows for an orderly means of attrition of employees. It also provides a benefit to employees who have given many years of service to the District. It is the express intent of the Board to provide this incentive for the 2024-2025 and the 2025-2026 school years with the express understanding the board may or may not offer an additional voluntary retirement plan in future years.

Statement of Non-Discrimination:

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

Eligibility:

This voluntary retirement will apply to all employees (classified or certified) who meet all of the following eligibility criteria:

- Employees who work a minimum of thirty (30) hours per week during the fiscal year prior to voluntary retirement and who are currently performing their assigned duties within the district a minimum of thirty (30) hours per week.
- Employee has reached at least 55 years of age on or before the actual date of retirement;
- Employee has completed at least 15 (fifteen) consecutive years of service as a full-time employee in the United Community District since the date of hire (part-time service will be factored in as full-time equivalency);
- Employee has not been terminated or recommended for termination or have received a notice of staff reduction prior to applying for voluntary retirement.
- Employee is not currently eligible for nor receives disability benefits from the District's disability insurance carrier.
- Employee has not previously received any early retirement benefits from the District.
- Employee agrees not to reapply for employment with the District at any time in the future. This agreement does not prohibit the District from offering employment to the employee in the future.

Application:

The employee must make application for voluntary retirement benefits not later than 4:00 p.m. on January 7 of the year in which the employee wishes to retire. Applications submitted after 4:00 p.m. on January 7 may be considered at the discretion of the Board depending upon the circumstances of the late application. The application will be made on a form provided by the District and will be submitted to the Superintendent. The Board will have complete discretion to approve or disapprove any and all applications for voluntary retirement benefits. The Board reserves the right to discontinue the District's voluntary retirement plan due to unforeseen circumstances and/or limit the number of early retirements in any given year.

Resignation:

Any employee who wishes to obtain voluntary retirement benefits will submit a resignation from employment with his/her application for voluntary retirement benefits, effective at the end of the current contract year, or such other date

as may be mutually agreed upon by the parties, which resignation is contingent upon the Board approving the employee's request for voluntary retirement benefits. Approval of the request for voluntary retirement benefits will be considered acceptance of the employee's resignation and will constitute a voluntary termination of all of the employee's contracts at the end of the contract year. Failure of the Board to approve the employee's voluntary retirement application will make the employee's current contracts with the Board continue in full force and effect.

Voluntary Retirement Benefit:

Option A:

An employee granted voluntary retirement pursuant to this plan will receive a voluntary retirement cash incentive equal to 30 percent (30%) of the employee's regular base salary for the current contract year (exclusive of Phase money, Teacher Quality Act money, extended contract pay, supplemental salary, stipend pay, Market Factor money, or other such additional payments). The voluntary retirement incentive will be paid to the employee during the month of January following retirement, or an alternative date mutually agreed upon by the District and the employee, and will be paid in one lump sum. The voluntary retirement benefit will not be paid if the employee dies after the Board has approved the voluntary early retirement application, but prior to July 1 of the year of retirement. If the employee dies on or after July 1, but prior to receiving the voluntary retirement cash incentive, the cash incentive will be paid to the employee's estate.

Option B:

An employee granted voluntary retirement pursuant to this plan will receive a voluntary retirement incentive equal to 35 percent (35%) of the employee's regular base salary for the current contract year (exclusive of Phase money, Teacher Quality Act money, extended contract pay, supplemental salary, stipend pay, Market Factor money, or other such additional payments). The voluntary retirement incentive will be paid into a non-elective 403b plan. That disbursement will be after July 1st of the year the employee retires. The voluntary retirement benefit will not be paid if the employee dies after the Board has approved the voluntary early retirement application, but prior to July 1. If the employee dies on or after July 1, but prior to receiving the voluntary retirement incentive, the cash incentive (Option A) will be paid to the employee's estate.

Health Insurance:

As provided by Iowa Code Section 509A.13, an eligible employee granted voluntary retirement may elect to continue participation in the district's group health insurance plan subject to approval of the carrier and in accordance with Iowa law. The District will contribute the cost of the single insurance policy for the employee at the cost of single insurance during the contract year of retirement until the employee becomes eligible for Medicare, secures other employment in which the employer provides insurance coverage or dies. The employee is responsible to pay for any increases in insurance coverage which occur after the year of retirement. The District reserves the right to change insurance coverage or carriers at any time.

No Vesting:

The adoption of this plan will not vest any right in any employee whether or not employee is currently eligible for voluntary retirement. The Board will have the complete discretion to amend or repeal this plan at any time and is not obligated to provide any benefits to any employee after the date of such amendment or repeal, except to those employees whose voluntary retirement pursuant to this policy has commenced prior to the amendment or repeal.

Waiver:

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. The Board shall also have sole discretion to interpret this policy and its terms.

Independent Advice:

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

Termination:

This plan will terminate on June 30, 2026. Notwithstanding the termination of this plan, employees who are granted benefits pursuant to this plan will continue to receive such benefits as set forth herein.

Conflict/Severability:

Should any portion of this policy be in conflict with state or federal rules, regulations or laws, that portion of the policy will be invalid and all other portions remain in full force and effect. Any decision by the Board to waive a requirement or condition that is part of this policy will not establish any precedent with regard to future requests for a waiver.

Legal Reference: 29 U.S.C. §§ 621 et seq. (1990).
Senate File 2366, 77th General Assembly, 2nd Reg. Sess.
(1998)
Iowa Code §§ 97b; 216; 279.46; 509A.13 (1997)
581 I.A.C. 21.
1978 Op. Att’y Gen. 247.
1974 Op. Att’y Gen. 11, 322

Cross Reference: 401.14 Recognition for Service of Employees
407.3 Licensed Employee Retirement
413.2 Classified Employee Retirement

Approved: November 14, 2024

Reviewed: November 14, 2024

Revised: November 14, 2024



Code No. 403.8E1

Received in Superintendent's Office Date _____

UNITED COMMUNITY SCHOOL DISTRICT APPLICATION FOR VOUNTARY RETIREMENT BENEFITS 20__-20__

The undersigned employee is applying for early retirement pursuant to board policy 403.8, Voluntary Retirement.

Please complete the following information:

Name: (Full Legal Name) _____

Date: _____

Address: _____

Telephone(s): _____

Social Security Number: _____

Age as of June 30: _____ Date of Birth: _____

I am submitting my formal application for participation in the United Community School District's voluntary retirement plan, 20__-20__.

My resignation from my contract(s) with the United Community School District is attached and is made part of this application. It is my understanding that this application and the request for approval of resignation will be acted upon simultaneously by the Board of Directors.

I acknowledge that my application and participation in the retirement plan is entirely voluntary.

I also acknowledge that the District recommends I contact my personal legal and financial advisors regarding my retirement and participation in the Voluntary Retirement Plan.

Should the employee die prior to full payment of an early retirement benefit, the employee agrees that payment will be made to the employee's estate.

Voluntary Retirement Benefit Option (select 1) _____ 30% Cash Incentive _____ 35% 403b Plan Incentive

Employee Signature

Date

Witness Signature

Date



Code No. 403.8E2

I hereby submit my formal resignation from all of my continuing contracts with the United Community School District effective at the end of the 20__ -20__ contract year, to participate in the District's voluntary retirement program.

It is my understanding that this request for approval of resignation and my application for participation in the voluntary retirement program will be acted upon simultaneously by the United Community School District Board of Directors.

It is my further understanding that should my application or participation in the voluntary retirement program be denied, this request for approval of resignation would become null and void.

I state that I have applied for and will be receiving a retirement allowance under Iowa Code Chapter 97B(IPERS).

Further comments:

Signature

Date



Code No. 403.8E3

VOLUNTARY RETIREMENT INSURANCE OPTIONS

As provided by Iowa Code Section 509A.13, an eligible employee granted voluntary retirement may elect to continue participation in the district's group health insurance plan subject to approval of the carrier and in accordance with Iowa law. The district will contribute the cost of the single insurance policy for the employee at the cost of the single insurance during the contract year of retirement until the employee becomes eligible for Medicare, secures other employment in which the employer provides insurance coverage or dies. The employee is responsible to pay for any increases in insurance which occur after the year of retirement. The district reserves the right to change insurance coverage or carriers at any time.

This option is opted for one time, after which only cancellation would be allowed.

The undersigned employee (choose one)

Does _____ Does Not _____

wish to continue to participate in the school district's group health insurance plan.

Employee

Date