

BELLEVUE COMMUNITY SCHOOL DISTRICT  
EARLY RETIREMENT INCENTIVE PLAN  
DISTRICT IMPLEMENTATION GUIDELINE

There are several documents involved in the proper implementation of your Early Retirement Incentive Plan.

Please review the following annotated list prior to meeting with employees about this plan. The following is a list and description of each document, including suggestions for its use:

1. **Early Retirement Incentive Plan.** Once the plan is adopted by the Board of Directors, employees should be made aware of the existence and general terms of this new benefit. Copies of the Plan Description in its entirety must be provided to those employees eligible for its benefits. The plan as written is available to full-time teachers. This document is incorporated into all facets of the plan, including the District's contract with each plan participant.
2. **Application.** This document initiates an eligible employee's qualification process, by providing a record of the employee's application and resignation.

Note that the employee's resignation should be a separate document. The resignation, which can be handwritten by the employee, must contain a date and the employee's signature. It need be no more elaborate than the following: "I hereby resign from my position as \_\_\_\_\_ from the Bellevue Community School District, effective at the end of the current contract year."

By the terms of the Early Retirement Incentive Plan, the employee's application and resignation must be received by the Board Secretary by January 19, 2018. The Secretary must certify that both documents have been received on time by signing and dating the form. A copy should be made for the employee and the original retained for the District's records. Subsequent to the Board's acceptance of the employee's resignation (official action), signifying the employee's acceptance into the Early Retirement Incentive Plan, the Board Secretary must certify that the Board has accepted the employee's resignation and send a copy of the form to the employee noting the Board's acceptance of the employee's resignation.

3. **Employee Meeting Procedures and Form.**

A meeting will be held with any eligible employee interested in participating in the District's Early Retirement Incentive Plan. These forms outline and document what should be presented and/or discussed at that meeting. The employee should initial the topics listed to indicate that they were presented and/or discussed during the meeting. The signature of each participant in the meeting indicates that the meeting took place and the topics were covered.

These documents insure everything that is legally required is included and discussed in the Early Retirement Incentive Plan meeting. The Plan Description, Participation Agreement, and Agreement Receipt must be discussed and/or presented to the employee at this meeting.

4. **Participation Agreement.** This is a contract between the plan participant and the District that will control the terms and conditions of their relationship when the employee becomes an Early Retirement Incentive Plan Participant.

Section 3 of the agreement is a waiver and release by the employee, protecting the District from claims related to the employee's election to become an Early Retirement Incentive Plan Participant. Section 8 is required to meet Federal legal requirements for Early Retirement Incentive Plans.

5. **Agreement Receipt and Timeline Waiver.**

This form serves a dual purpose. Initially, it is completed and signed by the District Representative to document the 45 day consideration period. If the employee decides to waive the full 45 day consideration period and sign the Participation Agreement in less time, the employee must sign and date the document. The District retains the original of the document with a copy for the employee's records.

**BELLEVUE COMMUNITY SCHOOL DISTRICT  
EARLY RETIREMENT INCENTIVE PLAN**

The Bellevue Community School District Early Retirement Incentive Plan as described in this document has been approved by the District's Board of Directors. As approved, it applies only to Full-Time Certified Staff (Teachers) and is effective only until January 19, 2018. This Early Retirement Incentive Plan does not vest rights in any District employee whether or not the employee is currently eligible for the Plan. This Plan replaces any and all early retirement plans, policies, and/or programs previously adopted by the District's Board of Directors and any and all previous plans, policies, and/or programs are hereby revoked.

**Purpose**

The Board of Directors of the Bellevue Community School District has determined it appropriate to provide an early retirement incentive to certified employees of extended tenure who opt to retire at the end of the 2017-18 school year, pursuant to the terms of this Early Retirement Incentive Plan. The purpose of this plan is to provide the District's employees with the option and opportunity for early retirement from their employment with the District. This Early Retirement Incentive 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 retirement.

**Plan Duration**

This Plan will only be offered until January 19, 2018. Any eligible employee who has not committed their participation in the Plan prior to January 19, 2018, shall forever lose their opportunity to do so.

**I. EMPLOYEE REQUIREMENTS**

**A. Determining Eligibility:**

An employee is eligible to participate in this plan if they have: (1) completed at least fifteen (15) years of full-time contracted service with the Bellevue Community School District by June 30, 2018, or are currently on Step 15 of the salary schedule and have completed at least ten (10) years of full-time contracted service with the Bellevue Community School District AND (2) if they are at least fifty-five (55) years of age on or before June 30, 2018.

However, no employee will be eligible for this Early Retirement Incentive Plan if:

- 1) they have received an official notice of layoff or termination; or
- 2) they are subject to termination pursuant to Iowa Code Section 279.15 or 279.27.

**B. Qualifying for Participation in Plan:**

An eligible employee qualifies for participation in this plan upon completion of the following requirements:

- 1) Submission of a written application to participate in this plan to the Bellevue Community School District Administrative Office on or before 4:00 p.m. on January 19, 2018, addressed to the Board Secretary. The Board of Directors

reserves the right to waive strict compliance with the application deadline if there are extenuating circumstances unknown to the employee at the time and the Board in its sole discretion decides to waive strict compliance with the application deadline.

- 2) Submission of a written resignation addressed to the Board of Directors with the written application to participate in the plan.
- 3) The Board's acceptance of the written resignation. The resignation will not be binding unless the employee is eligible and appropriately qualifies under the plan and the Board accepts the employee's written resignation. The Board's acceptance of the written resignation will be considered final action and shall mean that the employee's application is accepted and the employee's contract and employment duties will end after the last day of the current fiscal year.

In all cases, completion of the above requirements is realized by receipt or certification by the Board Secretary.

## **II. BENEFIT**

### **BENEFIT**

Each participating employee shall receive the following early retirement incentive benefits:

- 1) A lump sum amount of twenty-five thousand dollars (\$25,000.00).
- 2) An amount equal to two hundred fifty dollars (\$250.00) for every year of continuous service the employee has provided to the Bellevue Community School District as a teacher.
- 3) An amount equal to seventy-five dollars (\$75.00) for each accrued, unused sick leave day the employee has on June 30, 2018.

Each participating employee's benefit will be placed into an employer sponsored 403(b) plan for qualified retirees of the Bellevue Community School District. The placement of the employee's benefit into the 403(b) plan will be made in one (1) installment to be made on \_\_\_\_\_. Each participating employee will direct the benefit that is placed into 403(b) plan subject to the rules of that plan and the law.

### **HEALTH INSURANCE**

The employee may elect to continue their existing single or family coverage under the District's health insurance program as long as they pay the monthly premiums directly to the District's health insurance provider on or before the due date each month established by the District's health insurance provider and are permitted to continue coverage by the insurer. No portion of the premium will be paid by the District. Nothing herein shall limit the District's ability to change the terms of its existing health insurance plan. This plan in no way guarantees that an employee will be

provided any certain level of benefits or premiums during the time of the employee's participation in this plan.

### **III. EMPLOYEE RIGHTS**

In the event this Early Retirement Incentive Plan is altered or discontinued, persons who separated 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 Early Retirement Incentive 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 Early Retirement Incentive Plan participants whose early retirement pursuant to this plan has commenced prior to the expiration date.

### **IV. STATUS OF PARTICIPANTS**

An employee who elects to participate in the District's Early Retirement Incentive 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 Bellevue Community School District Board of Directors.

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

Each employee who elects to participate in the District's Early Retirement Incentive 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. The participant is not precluded in any way from accepting employment with any employer other than the District after fulfilling the terms of the employee's 2017-18 contract with the District.

BELLEVUE COMMUNITY SCHOOL DISTRICT  
EARLY RETIREMENT INCENTIVE PLAN

PARTICIPATION AGREEMENT

WAIVER AND RELEASE

Whereas the Bellevue Community School District Board of Directors has approved and offered an Early Retirement Incentive Plan to a class of its employees, of which the undersigned Early Retirement Incentive Plan Participant (hereinafter Participant) is a member; and

Whereas the Participant has been determined to be an employee, eligible for the Early Retirement Incentive Plan as described in the separate Early Retirement Incentive Plan Description Document attached hereto and incorporated herein as if set out verbatim; and

Whereas the Participant has completed and/or hereby agrees to complete all actions and certifications required to become qualified for the plan during the current District fiscal year;

Now, therefore, the Participant and the District agree as follows:

1. The District will provide to the Participant all Early Retirement Incentive Plan Benefits described in the Early Retirement Incentive Plan Description document. The District makes no representation regarding legality or regulatory compliance of the Plan and further makes no representations regarding the tax implications for the Participant arising out of the Participant's receipt of benefits under the Plan.
2. The Participant will become a retired employee of the Bellevue Community School District as of June 30, 2018.
3. In further consideration for the benefits provided as part of the Bellevue Community School District's Early Retirement Incentive Plan, the Participant agrees to not apply for or seek employment with the Bellevue Community School District at any time in the future with the exception of employment as a temporary substitute employee. Furthermore, the Participant releases and waives all claims, whether known or unknown, arising out of or in the course of the employment relationship between the Participant and the Bellevue Community School District; and specifically releases and waives any and all claims whether known or unknown with regard to: breach of contract; Iowa Code Chapter 216; Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA); the Older Workers Benefit Protection Act (OWBPA); the Americans with Disabilities Act (ADA) or any other claim of discrimination whether based on age or otherwise that the employee could claim against the District at the time of signing this Agreement. The Participant specifically does not waive any rights or claims that may arise after the date this Agreement is signed.

This release and waiver will apply to the Bellevue Community School District, its agents, and others including its officers, directors, representatives, administrators, staff, and employees.

The Participant agrees that this release and waiver in no way can be used against the Bellevue Community School District as an admission of liability of any kind. Furthermore, the Participant agrees to indemnify and hold the District harmless for any breach of this agreement to release and waive claims whether known or unknown against the Bellevue Community School District.

4. The parties agree that if any clause of this agreement is found to be invalid it shall not affect the validity of other provisions.

5. This document contains the entire agreement between the parties and can only be modified by a subsequent written agreement signed by both parties.

6. The Participant acknowledges that he/she has been given forty-five (45) days in which to consider the desirability of signing this waiver and release.

7. The Participant acknowledges that his/her signature is given voluntarily and without threat or promise of additional benefit in consideration for that signature other than the consideration listed in this agreement.

8. The Participant acknowledges that he/she was advised in writing of the right to consult with an attorney regarding the terms and conditions and the benefits that will be provided through the Early Retirement Incentive Plan and this Agreement prior to signing this Agreement. Furthermore, the parties acknowledge that the Participant has a right to revoke this Early Retirement Incentive Plan Agreement without recourse for a period of seven (7) days after signing the Agreement. The Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired. Any payments or benefits provided for in this Agreement will not commence prior to the expiration of the seven (7) day waiting period.

IN WITNESS WHEREOF, the parties have set their respective hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Early Retirement Incentive Plan Participant

\_\_\_\_\_  
Date

STATE OF IOWA    )  
                          )  
                          ss:  
JACKSON COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF IOWA

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

STATE OF IOWA    )  
                          )  
                          ss:  
JACKSON COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the President of the Board of Directors of the Bellevue Community School District; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ as such officer, acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF IOWA

APPLICATION FOR EARLY RETIREMENT  
BELLEVUE COMMUNITY SCHOOL DISTRICT

I hereby submit my formal application for participation in the Bellevue Community School District's Early Retirement Incentive Plan.

As part of my application I will, by January 19, 2018, submit a resignation from my contract with the Board which will be effective at the end of my current contract. It is my understanding that this Application and my Resignation will be acted upon simultaneously by the Board of Directors.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Application received by the Board of Directors on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

=====  
Resignation received by the Board of Directors on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Board President or Board Secretary

\_\_\_\_\_  
Date

Resignation accepted and Early Retirement Incentive Plan Participant approved by the Board of Directors on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

EARLY RETIREMENT INCENTIVE PLAN MEETING FORM  
BELLEVUE COMMUNITY SCHOOL DISTRICT

A meeting was held on the \_\_\_\_ day of \_\_\_\_\_, 2017 with the following people present:

The following items were discussed:  
(Check if covered)

\_\_\_\_ Early Retirement Incentive Plan Benefits

\_\_\_\_ The employee has no obligation to accept early retirement.

\_\_\_\_ Early Retirement Incentive Plan Agreement

\_\_\_\_ The 45 days to consider Agreement ends as of \_\_\_\_\_.

\_\_\_\_ The employee has the right and ability to revoke signed Agreement within 7 days after signing.

\_\_\_\_ A copy of the Agreement (including the Early Retirement Incentive Plan Description) and this document were given to the employee.

\_\_\_\_ The employee's right to consult an attorney to answer questions prior to signing Agreement or other Early Retirement Incentive Plan Documents.

The signatures below signify only that the meeting described was held and the items indicated were reviewed. An employee's signature on this document cannot be used to prove assent to any terms of the Early Retirement Incentive Plan Agreement.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

## EARLY RETIREMENT INCENTIVE PLAN AGREEMENT MEETING PROCEDURES

### BELLEVUE COMMUNITY SCHOOL DISTRICT

1. The employee must receive a copy of the current Early Retirement Incentive Plan Description document.
2. Check to be certain that the written Early Retirement Incentive Plan Agreement and the language of the Agreement is easily understood by the employee.
3. The employee must be given at least 45 days after receiving a copy of the Agreement to consider his/her commitment to participate in the plan. The employee's commitment is finalized by his/her signing of the Early Retirement Incentive Plan Agreement.

The employee is not required to take the whole 45 days to consider participation, but when the employee uses less time, you must document the fact that the decision to participate was voluntary and knowing by completion of the Early Retirement Incentive Plan Agreement Receipt.

4. The employee should be told orally and in writing of the right to consult an attorney regarding the Agreement. (Give employee a copy of the signed meeting form).
5. The Agreement should be read to the employee in a conference with the employee and an administrator. The employee should be told the following: (a) he/she is under no obligation to retire early and may work until the employee wishes to retire; (b) he/she has 45 days to consider the agreement; (c) he/she has the right to consult an attorney prior to making any commitment to the plan; and (d) after signing the Early Retirement Incentive Plan Agreement, he/she has 7 days to revoke the Agreement without providing any reason.
6. Employee should sign an Early Retirement Incentive Plan Meeting Form (attached) that acknowledges the items covered.
7. If the employee wishes to accept the Agreement before the end of the 45-day period, employee must sign an Early Retirement Incentive Plan Agreement Receipt (attached) that indicates the voluntariness and reasoning for not using 45 days to consider the Agreement.
8. The signatures on all of the relevant documents should be notarized.

EARLY RETIREMENT INCENTIVE PLAN AGREEMENT RECEIPT AND WAIVER  
BELLEVUE COMMUNITY SCHOOL DISTRICT

I, \_\_\_\_\_, state that I received a copy of the Early Retirement Incentive Plan Agreement, including the Early Retirement Incentive Plan Description, from a representative of the Bellevue Community School District on the \_\_\_\_ day of \_\_\_\_\_, 2017. Upon receipt of these documents, I was informed that I have forty-five (45) days in which to consider these documents and agree that the forty-five day period in which to consider these documents expires on \_\_\_\_\_.

Despite the fact that I have been informed by a representative of the District that I have forty-five (45) days to consider participation in the District's Early Retirement Incentive Plan, I have voluntarily chosen to waive the forty-five (45) time period to consider participating in the District's Early Retirement Incentive Plan and have decided to participate in the plan by signing the appropriate documents to participate in the plan before the above-mentioned forty-five (45) day period has expired.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

STATE OF IOWA    )  
                          )  
                          )        ss:  
JACKSON COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF IOWA