

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to document the parties' understanding on a Retirement Incentive Plan between the Baldwin-Whitehall School District, hereinafter called the "EMPLOYER", and the Baldwin-Whitehall Education Association, hereinafter called the "ASSOCIATION", as of April 9, 2015, the date of this Memorandum.

It is agreed and understood that the signatures of the parties' representatives below are authorized and bind the parties to this Memorandum.

Early Retirement Incentive

1. **School Service.** To be eligible to participate in the Retirement Incentive Plan, an employee must have been a professional employee employed by the Employer as of April 2015, and must be credited by the Public School Employees Retirement System (PSERS) with not less than ten (10) years of public school service and have been an employee of the Baldwin-Whitehall School District also for not less than ten (10) years.
2. **Retirement Deadline.** Each eligible employee must submit an irrevocable letter of retirement to be received by the Office of the Superintendent on or before May 5, 2015, with an effective date of no earlier than June 30, 2015, nor later than June 30, 2016. Once acted upon by the Board of School Directors, the professional employee's resignation for the purpose of retirement cannot be rescinded unless encounters a death, serious illness, injury or qualifying life event suffered by a member of the immediate family, loss of job or benefits by the spouse or divorce. Any of these events shall enable an employee to rescind his/her Notice of Retirement after May 5, 2015. An employee who fails to comply with these deadlines shall not be eligible to participate in the Retirement Incentive Plan.
3. **Retirement Incentive/Health Insurance Continuation.** An eligible employee electing to retire under the terms of this Retirement Incentive Plan Memorandum shall receive the following health insurance after retirement benefit in addition to any retirement benefits set forth in Article X of the current Collective Bargaining Agreement between the parties.
 - a. Subject to the terms of this Memorandum, the Employer shall make available to each eligible retiring employee continuation of medical insurance coverage for the retired employee and eligible dependents in accordance with the Employer's group plan described in Article X, Section A of the Collective Bargaining Agreement. The Retirement Incentive Plan does not provide any coverage for dental, vision, or life insurance.
 - b. If the medical insurance group plan is modified in accordance with the Collective Bargaining Agreement, the retired employees shall be notified and

Memorandum of Understanding
Early Retirement Incentive

shall be required to change medical insurance plans to comply with such modifications.

- c. Each eligible retired employee who subscribes for the health insurance after retirement benefit will be credited with an Employer funded health insurance contribution in an amount not to exceed the amount depicted in Chart A per year, to be applied in nearly equal monthly installments in payment of the monthly insurance premiums for the employee's medical insurance plan coverage. The cumulative maximum amount of all Employer funded insurance premium contributions for each retired employee and the maximum monthly contribution amount are also depicted in Chart A.

Chart A

Step at Time of Retirement	Yearly Maximum	Monthly Maximum	Cumulative Maximum
Step 18, 19	\$14,000	\$1,166.67	\$70,000
Step 16, 17	\$10,000	\$833.34	\$50,000
Step 10, 11, 12, 13, 14, 15	\$5,000	\$416.67	\$25,000

- d. The Employer funded insurance premium contributions will become effective for the September 2015 or the September 2016 monthly plan premium, depending on the letter of intent. Eligibility for payment of the monthly premium contribution shall cease when the cumulative maximum amount is reached, or for the first full month following the employee's attainment of Medicare eligibility, whichever is the first event to occur.
 - e. Participating retired employees will be required to contribute the amount of the monthly health insurance premiums not funded by the Employer premium contributions. Any payment for premiums due from the retired employee shall be paid to the District Business Office on or before the tenth of the month preceding the month that the premium is due. If the premium has not been received by the District Business Office by the above stated deadline, that in itself will be proof that the employee has chosen to withdraw from this Early Retirement Incentive Plan and the Employer group health insurance plan. Notice of any premium increase will be provided to the retired employee at his/her last known address in the Employer's records as furnished by the retired employee. It is the retired employees' responsibility to notify the District Business Office of any address changes.
4. **Minimum Number of Retirements.** In order for the provisions of this Agreement to become effective, no less than fifteen (15) employees who were actively employed in April of 2015 must submit such letters of retirement to the Superintendent of Schools on or before May 5, 2015. If fifteen (15) employees do not retire in accordance with the eligibility requirements as set forth above, all provisions of the Memorandum

**Memorandum of Understanding
Early Retirement Incentive**

providing for health insurance after retirement benefits shall be null and void.

5. **Effective Dates.** This Memorandum shall become effective immediately upon execution by both the Association and the Employer and shall expire June 30, 2021. This Agreement shall be subject to the grievance procedure in the collective Bargaining Agreement.
6. **Waiver.** The parties each waive the right to engage in any further discussions and or collective bargaining on any retirement incentive plan of any kind until January, 2021.

WITNESS the execution hereof this 9th day of April, 2015.


Attest


Secretary of the School Board

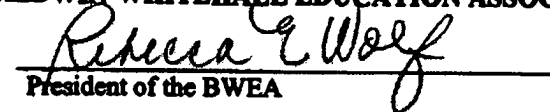
BALDWIN-WHITEHALL SCHOOL DISTRICT


President of the School Board

Attest


Secretary of the BWEA

BALDWIN-WHITEHALL EDUCATION ASSOCIATION


President of the BWEA