

MEMORANDUM OF UNDERSTANDING EARLY RETIREMENT/RESIGNATION INCENTIVE - ADMINISTRATORS

The purpose of this Memorandum of Understanding is to document the parties' understanding on an Early Retirement or Resignation Incentive Plan between the Baldwin-Whitehall School District, hereinafter called the "**EMPLOYER**", and the Baldwin-Whitehall Administrative and Supervisory Personnel, hereafter called the "**ADMINISTRATORS**", as of August 19, 2020, the date of this Memorandum. This Memorandum supersedes the Memorandum dated June 13, 2018.

Early Retirement or Resignation Incentive

1. **School Service.** To be eligible to participate in Retirement or Resignation Incentive Plan, an employee must have been an administrator, included in the Act 93 Administrative and Supervisory Personnel Compensation/Benefit Policy, July 1, 2016 – June 30, 2021, hereinafter called the "**ACT 93 PLAN**", employed by the Employer as of June 2020, and have been an employee of the Baldwin-Whitehall School District for not less than five (5) years at the time of retirement/resignation.
2. **Retirement/Resignation Deadline.** Each eligible employee must submit an irrevocable letter of retirement or resignation to be received by the Office of the Superintendent on or before September 15, 2020, with an effective date of no later than December 31, 2020. Once acted upon by the Board of School Directors, the employee's resignation for the purpose of retirement or resignation cannot be rescinded. An employee who fails to comply with these deadlines shall not be eligible to participate in the Retirement or Resignation Incentive Plan.
3. **Retirement Incentive.** An eligible employee electing to retire or resign under the terms of the Early Retirement/Resignation Incentive Plan shall choose between the following incentive options.
 - a. **Health Insurance Continuation.** An eligible employee electing to retire or resign under the terms of this Retirement or Resignation Incentive Plan shall receive the following health insurance benefit in addition to any retirement benefits set forth in Article X.J. and K. of the Act 93 Plan, as applicable.
 - i. Subject to the terms of this Memorandum, the Employer shall make available to each eligible retiring or resigning employee continuation of medical insurance coverage for the retired or resigned employee and eligible dependents in accordance with the Employer's group plan described in Article X, Section A of the Act 93 Plan. This Retirement or Resignation Incentive Plan does not provide any coverage for dental, vision, or life insurance.
 - ii. If the medical insurance group plan is modified in accordance with the Act 93 Plan, the retired or resigned employees shall be notified and shall be required to change medical insurance plans to comply with such modifications.
 - iii. Each eligible retired or resigned employee who subscribes for the health

insurance after retirement/resignation benefit will be credited with an Employer funded health insurance contribution in an amount not to exceed the amounts listed in Chart A, to be applied in nearly equal monthly installments towards payment of the monthly insurance premiums for the employee's medical insurance plan coverage for a period not to exceed five (5) years.

Chart A.

Length of Service as BWSA Admin.	Yearly Contribution	Monthly Contribution	Cumulative Contribution
More than 120 months	\$20,000	\$1,666.67	\$100,000
85 to 120 months	\$15,000	\$1,250.00	\$75,000
60 to 84 months	\$10,000	\$833.33	\$50,000

- iv. The Employer funded insurance premium contributions will become effective for the first full month after upon retirement/resignation. 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.
 - v. Participating retired or resigned 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 or resigned 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 Retirement or Resignation Incentive Plan and the Employer group health insurance plan. Notice of any premium increase will be provided to the retired or resigned employee at his/her last known address in the Employer's records as furnished by the retired or resigned employee. It is the retired or resigned employee's responsibility to notify the District Business Office of any address changes.
- b. **Employer Contributed Investment.** In lieu of participation in the District provided health insurance continuation, each eligible retired/resigned employee shall receive an annual payment as depicted in Chart 2 for a maximum period of five (5) years to be deposited in a 403(b) plan of the employee's choice.

Chart 2.

Length of Service as BWSD Admin	Yearly Contribution	Cumulative Contribution
More than 120 months	\$20,000	\$100,000
85 to 120 months	\$15,000	\$75,000
60 to 84 months	\$10,000	\$50,000

- c. **Termination.** The benefits in Paragraph 3 of this Memorandum shall terminate upon the death of the Employee
4. **Minimum Number of Retirements.** In order for the provisions of this Memorandum to become effective, at least one (1) employee who was actively employed in **June of 2020** must submit such letter of retirement or resignation to the Superintendent of Schools on or before **September 15, 2020**. If at least one (1) employee does not retire/resign in accordance with the eligibility requirements as set forth above, all provisions of the Memorandum providing for health insurance after retirement or resignation benefits shall be null and void.
5. **Retirement Allowance.** The Employer agrees to extend the retirement benefits as listed in Paragraph I.J of the current Act 93 Plan for the purpose of resignation provided that the employee is otherwise eligible. Any payout of unused sick time shall not be available for transfer for the purpose of subsequent public school employment.
6. **Effective Dates.** This Memorandum shall become effective immediately upon execution by the Employer and shall expire June 30, 2023.
7. **Waiver.** The parties each waive the right to engage in any further discussions on any retirement or resignation incentive plan of any kind until January, 2023.

Approved by the Board 19 day of August, 2020.

WITNESS the execution hereof this 19th day of August, 2020.

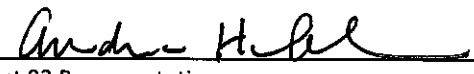
Attest


Secretary of the School Board

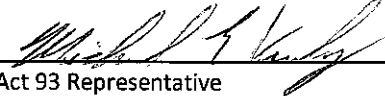
BALDWIN-WHITEHALL SCHOOL DISTRICT


President of the School Board

Attest


Act 93 Representative

Attest


Act 93 Representative