

## ARTICLE 20: RETIREMENT

### 20.1 Preretirement Option for Certificated Employees

Certificated employees in the Burbank Unified School District, K-12, may apply for part-time employment based on Sections 44922 and 22724 of the Education Code in accordance with the following provisions:

20.1.1 The employee must attain age 55 before being eligible to participate in the plan.

20.1.2 The employee must have been employed as a full-time certificated employee for at least ten (10) years, of which the immediately preceding five (5) years were in full-time employment, all in the Burbank Unified School District.

20.1.3 The preretirement option must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee, except that if the employer approves entry into this plan, the initial first-year contract for participation in the plan shall provide that the employee has the option of returning to full-time service in the District at the conclusion of the first year of this program.

20.1.4 Employees exercising this option shall be subject to all pertinent rules and regulations of the Board of Education and provisions of the Education Code applicable to certificated employees.

20.1.5 The employee shall be paid a salary which is the pro rata share of the salary that would have been earned had the employee not elected to exercise the preretirement option of part-time employment but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.

20.1.6 The District and the employee shall make contributions to the State Teachers' Retirement system equal to the amount required of a full-time certificated employee.

20.1.7 For each certificated employee participating in this plan, the amount of sick leave earned will be directly proportionate to the percent of full-time employment. (Example: Fifty percent (50%) of ten (10) days or five (5) days of full-time sick leave; or ten (10) days of fifty percent (50%) sick leave.)

20.1.8 The employee shall receive health and welfare benefits in the same manner as a full-time employee.

20.1.9 The minimum part-time employment under this preretirement option shall be the equivalent of one-half (1/2) the number of days of service required by the employee's contract of employment during the final year of service in a full-time position. An employee participating in this plan may apply for:

20.1.9.1 A full-day assignment for one-half (1/2) of the number of workdays required in the employee's contract year and no assignment for the other one-half (1/2) of the number of workdays required in the employee's contract year.

20.1.9.2 A fifty percent (50%) assignment for each semester is defined as teaching three (3) full periods per day, not including a conference period for grades 7-12; and for

grades K-6, one half of the hours of service in a work day required in the Agreement including one-half of the duty-free lunch period allowed in the Agreement.

- 20.1.10 This option is limited to certificated employees from grades K-12.
- 20.1.11 An employee may not participate in this plan beyond age seventy (70), nor for more than five (5) years, whichever comes first. Application for part-time employment under this plan is deemed to be a declaration of the employee's intention to retire at the expiration of the employee's employment under this plan.
- 20.1.12 Applications to enter this Preretirement Option shall be made by letter to Human Resources Services by April 15. Exceptions to this deadline date may be made at the discretion of the Superintendent or designee.

## 20.2 Early Retirement Program

### 20.2.1 Description

The Early Retirement Program is an optional program whereby certificated employees may retire from the District and enter into a contract with the District for certain special assignments. Participation in the program shall be at the initiation of the employee.

### 20.2.2 Eligibility Requirements

To be eligible to apply for this program, employees must meet the following requirements:

- 20.2.2.1 Be between the ages of 55 and 60, be retired before the age of 61, and have rendered service for the Burbank Unified School District for a minimum of fifteen (15) years.
- 20.2.2.2 Must be eligible for STRS retirement and drawing STRS benefits at the time of employment in this program.
- 20.2.2.3 Have been a full-time employee of the District throughout the immediate preceding five (5) years.
- 20.2.2.4 Have filed a letter of application with Human Resources Services on or before April 15 for the following school year.

### 20.2.3 Terms and Conditions

- 20.2.3.1 Participation shall be for a maximum of five (5) consecutive years or to age 65, whichever occurs earlier.
- 20.2.3.2 The employee may elect to discontinue service under this program at the end of the year, but then may not re-enter the program. Additionally, the District may terminate this contract if there is a failure for the participant(s) to meet District obligations or performance standards.
- 20.2.3.3 The services required shall be for a total of twenty (20) days per year in special assignments which meet the District's needs.
- 20.2.3.4 The compensation for participants shall be at the rate of \$200 per day.
- 20.2.3.5 The District shall provide health coverage for the early retiree

consistent with the provisions for retirees as per Article 8: Health and Welfare Benefits.

20.2.3.6 Participants shall be employees of the District and subject to appropriate state and federal taxes.

20.2.3.7 The early retiree's special assignment(s) shall be determined by the District on an annual basis, based upon District needs, and after consideration of the retiree's assignment preferences. Examples of such special assignments shall include, but are not limited to: tutoring, grant writing, staff development, counseling, community-school projects, conducting research projects, curriculum development and assistance to administrators.

20.2.3.8 Whenever possible, the particular work days shall be mutually agreed upon in advance of a school year by the parties, subject to possible later changes, again by mutual agreement.