ARTICLE XX: RETIREMENT

20.1 Regular Retirement

For bargaining unit members hired prior to July 1, 2013, the District shall continue to age 65 the health insurance coverage described in paragraph 11.1 and dental insurance described in paragraph 11.2 of Article XI for members of the bargaining unit who retire at age 55 or later providing, at the date of retirement, the employee has rendered at least ten (10) years of continuous service to the District, fifteen (15) total years of service to the District or has rendered at least five (5) years of continuous service to the District and a total of twenty (20) or more years of service credit to a public school district and received verified CalSTRS/CalPERS, or another state’s verifiable teacher retirement plan/school employee retirement plan, credit for those years.

For bargaining unit members hired after June 30, 2013, the District shall continue to age 65 the health insurance coverage described in paragraph 11.1 and dental insurance coverage described in paragraph 11.2 of Article XI for members of the bargaining unit who retire at age 55 or later providing at the date of retirement, the employee has rendered at least fifteen (15) years of continuous service, twenty (20) total years of service to the District or has rendered at least five (5) years of continuous service to the District and a total of twenty (20) or more years of service credit to a public school district and received verified CalSTRS/CalPERS, or another state’s verifiable teacher retirement plan/school employee retirement plan, credit for those years.

20.2 Early Retirement Incentive Program

Early retirement incentives are dependent upon the financial resources of the District and are subject to Board of Education approval. Incentives include, but are not limited to, the following:

20.2.1 Reduced Work Year

20.2.1a Definition - Reduced services employment shall be: (1) Equivalent to one-half of the number of sequential days of service required by the employee's contract of employment during one's final year of service in a full time position and will commence on the first day
of the first half of the work year, or the first day of the second half of the
work year; or (2) Equivalent to half time employment per day for the
regular school year; or (3) Other options equating to one-half time
employment if approved by the Superintendent.

20.2.1b Requirements - The employee must have reached the age of 55
prior to reduced services employment.

The employee must have been employed full time for Claremont Unified
School District in a position requiring certification for at least ten (10)
years of which the immediately preceding five (5) years were full time
employment without a break in service. For purposes of this section
sabbaticals and other approved leaves of absence shall not constitute a
break in service. Time spent on a sabbatical or other approved leave of
absence shall not be used in computing the five (5) year full time service
requirement.

20.2.1c Compensation - The employee shall be paid a salary which is
the pro rata share of the salary that he/she would have earned had he/she
not elected to exercise the option of reduced services employment.

20.2.1d Effect on Benefits - The employee shall receive health benefits
as provided in Section 53201 of the Government Code in the same
manner as a full time employee.

20.2.1e Request Procedure - The District shall adopt request
procedures that give ample opportunity to arrange suitable programs of
service that will be beneficial to the pupils of the District. Requests for
reduced services employment may be approved if the Superintendent is
satisfied that the needs of the District can be met.
20.2.1f Time Limitations - The period of this reduced services employment shall not exceed five (5) years or to age 65, whichever comes first.

20.2.1g Return to Full Time Employment - The reduced services employee may be returned to full time employment only with the mutual consent of the employee and the Board.

20.2.1h Continuance - The option can be revoked only with the mutual consent of the employer and the employee.

20.2.1i Nothing in this Section 20.2 shall be construed to allow for any interpretation, application or alleged violation of Section 20.2 being subject to the grievance procedure set forth in Article VII.

20.2.2 Consultant Agreement

20.2.2a Definition - The Certificated Staff Early Retirement incentive Program for the District is a plan whereby an employee may retire early and have the opportunity to enter into an independent contractual agreement with the District.

20.2.2b Requirements - Participant shall have reached age 55, shall have a minimum of ten years of successful service to the District, and shall have been employed by the District on a full time basis for the full year immediately preceding the initial year as a consultant. Participants in the program must resign their position with the District, and, except under exceptional circumstances approved by the Board of Education, may not subsequently return to regular employment with the District.

20.2.2c Length of Contract - Contracts for service shall be for a maximum period of five years or age 65, whichever comes first (California Education Code 35046). Participants shall serve a set number of days and shall provide a specified service, both of which shall be
agreed upon by the participant and the District. Termination of contract may be by mutual agreement, or by either should there be a failure on the part of the other party in performance of required services.

20.2.2d Compensation - Participants approved for this program shall be eligible to earn a maximum dollar amount allowed by State Teachers Retirement System in any fiscal year. A consultant will be compensated for the number of days of service at the per diem rate of his/her last year of regular service to the District (per diem is calculated by dividing the last annual salary by the number of days of required duty during the last year of regular service).

20.2.2e Effect on Benefits - Participant is an independent contractor and not under Workers' Compensation and should insure his own services. The participant, as an independent contractor, may be eligible to earn four quarters under Social Security. To secure that benefit the participant must make arrangements to pay directly to OASDI. State and Federal taxes are not withheld from the consultant's pay warrants and therefore consultants must report their earnings at the time they file their State and Federal Income Tax.

The participant is responsible for complying with all Social Security and Income Tax provisions of State and Federal statute.

20.2.2f Request Procedure - Participant shall file an application with the Human Resources Office by February 1 for the following school year. Applications shall be subject to Board approval, availability of District funds, and necessity of services at time of application.

20.2.2g Services to the District - Services performed may include, but are not limited to, the following: guest lecturing, staff development and inservice programs, assistance in the testing program, career counseling,
individualized instruction, orientation of new classroom teachers through special workshops, evaluation of learning materials, community-school projects, updating and revision of District publications (policies, regulations, handbooks, etc.), conducting of research projects, curriculum development and development of a volunteer aide program.

20.2.3 **Golden Handshake**

The District will, at its discretion, offer the early retirement option commonly referred to as the Golden Handshake as provided for, and under the conditions of, Education Code Sections 22714 and 44929.