

**POWAY UNIFIED SCHOOL DISTRICT
AND
POWAY FEDERATION OF TEACHERS
AGREEMENT FOR A TEACHER
SUPPLEMENTARY RETIREMENT PLAN (SRP)**

1.0 Eligibility

Those employees will be eligible who:

- 1.1 Are certificated bargaining unit members; and
- 1.2 Are paid on the regular certificated salary schedules I, II, III, IV, Speech Language Pathologist, Preschool, CTE or Adult Ed; and
- 1.3 Have at least ten (10) years of STRS/PERS creditable District service as a bargaining unit member in PUSD as of June 30, 2021; and are at least age 55 and resign from the District no later than June 30, 2021; or
- 1.4 Have at least thirty (30) years of STRS/PERS creditable service with at least ten (10) years of certificated service in PUSD as of June 30, 2021; and are at least age 50 and resign from the District no later than June 30, 2021.

2.0 Minimum Participation

- 2.1 A total of at least 105 eligible employees from certificated salary schedules I, II, III, IV must submit properly executed agreements and all other required forms by 4:00 pm on Friday, February 5, 2021, in order for the Supplementary Retirement Plan ("SRP") to go into effect at the 75% level. In the event 120 eligible employees from certificated salary schedules I, II, III, IV submit properly executed agreements and all other required forms by 4:00 pm on Friday, February 5, 2021, all participants will be moved to the 80% level.
- 2.2 If the number of employees submitting agreements is at least 105 by the prescribed deadline set forth above, the SRP will be effective, and resignations of these employees effective no later than Wednesday, June 30, 2021 will be binding and cannot be rescinded.
- 2.3 Individual participants may rescind no later than 4:00 pm on Friday, February 5, 2021.
- 2.4 If a level of 105 participants is not attained, the District and the Federation will review the actual data of participants and will notify eligible employees of the continuation or withdrawal of the SRP by Friday, February 12, 2021.

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- 2.5 If the District withdraws the SRP, all submitted resignations become null and void.

3.0 Supplementary Retirement Plan Benefits

- 3.1 The SRP benefit will be a one-time annuity based on 75% (with at least 105 participants) or 80% (with at least 120 participants) of the participant's 2020-2021 base annual salary with payments commencing on August 1, 2021. The form of the annuity and duration of the payments will be determined (from various options) by the participant in their application to the program.
- 3.1.1 The formula for deriving the SRP benefit for employees paid on Salary Schedule I, II, III, and IV will be based on salary schedule I for the purpose of determining the base annual salary, not to exceed 100% of the base. Participants currently compensated on schedule II, III, or IV will be placed on salary schedule I only for the purpose of making this calculation. Participants whose assignment was less than full-time during the 2020-2021 school year shall receive a pro-rata benefit based on their annualized 2020-2021 base salary.
- 3.1.2 The formula for deriving the SRP benefit for employees paid on the Speech Language Pathologist Salary Schedule will not exceed 100% of the base salary. Participants whose assignment was less than full-time during the 2020-2021 school year shall receive a pro-rata benefit based on their annualized 2020-2021 base salary.
- 3.1.3 The formula for deriving the SRP benefit for employees paid on the Preschool Salary Schedule will not exceed 100% of the base salary. Participants whose assignment was less than full-time during the 2020-2021 school year shall receive a pro-rata benefit based on their annualized 2020-2021 base salary.
- 3.1.4 The formula for deriving the SRP benefit for full-time employees paid on the CTE or Adult Ed Salary Schedules will not exceed 100% of the base salary. Part time/hourly CTE or Adult Ed employee benefits will be based on their annualized 2020-2021 earnings.
- 3.2 Unit members with ten years or more of benefited eligible district service in the bargaining unit will receive the equivalent of the cost of the least expensive medical, Delta Dental PPO, and vision coverage for use toward Health and Welfare premiums from the time of STRS/PERS retirement from the District until age 65. Unit members with ten years or more of benefited eligible service who separate from the District and continue their insurance coverage by submitting the premium under the terms of COBRA are eligible for this benefit upon their retirement from STRS/PERS within 12 months of separation from the District, provided that their insurance coverage is continuous. All monies paid by the District must be used for medical, dental, or vision coverage; no other benefits are

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covered. Unit members selecting a more expensive medical plan will pay the difference in premium costs. Teachers moving out of the area will receive the same dollar amount for use toward Health and Welfare premiums only. Any unused monies remain with the District. Unit members who receive STRS Disability Allowance under Options A or B and meet the requirements listed above will qualify for these benefits upon STRS notification to the District.

- 3.3 SRP payment options will be provided to recipients and will be equal in present value to the basic benefit, based on actuarial assumptions.
- 3.4 The SRP benefit is a fixed annuity. The amount of the monthly payment will be fixed effective June 30, 2021, based on the participant's plan selection, and will not be subject to increase or decrease thereafter.

4.0 Administering the Agreement

- 4.1 The SRP must be ratified by the Board of Education in order to be implemented.
- 4.2 The parties agree to use the Supplementary Retirement Report prepared by PARS as the descriptor of the financial considerations used as the basis of this agreement.
- 4.3 The IBPS Team may consider requests for participation in the SRP or its implementation that are beyond the terms and conditions of this memorandum of understanding or would otherwise cause either party to violate those terms and conditions. Such requests will be made in writing.
- 4.4 The PFT President, Associate Superintendent of Business Support Services, and the Associate Superintendent of Personnel Support Services will conduct an annual review of this account and may adjust the SRP Analysis as assumptions become known. The SRP expense will remain a line item in the PUSD/PFT "True-Up" document prepared by the Director of Finance and validated by the joint PFT/PUSD Finance Subcommittee.

For the District


Signature

Associate Superintendent PSS
Title

12/14/2020
Date

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For the Federation

Kelly R. Logg
Signature

President, PFT
Title

12/14/20
Date