

Appendix A

NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION

RETIREMENT INCENTIVE PLAN

2024

This Retirement Incentive Plan ("RI" or the "Plan") is entered into by and between the Board of Education (the "Board") of the New Buffalo Area Schools (the "District") and the New Buffalo 5-C Education Association, MEA-NEA (hereinafter the "Association"), pursuant to and in accordance with the terms of their 2024-2027 Master Agreement.

1. **Purpose of Plan.**

The purpose of this Plan is to assist eligible teachers covered by the Association's bargaining unit who may voluntarily elect to resign from the District. Participation in this Plan is entirely voluntary on the part of an eligible employee. Employees participating in the RI are agreeing to receive the RI benefit in exchange for relinquishing their tenure rights and any contractual rights to continued employment with the District as well as in exchange for the releases given by the employee in the RI Agreement and Waiver/Release of Claims (Attachment B).

The term "teacher" and other members identified in Article 1 for purposes of the Plan shall be defined co-extensively with the term "teacher" set forth in Article II of the 2024-2027 Master Agreement between the Board and the Association.

2. **Effectiveness of Plan.**

There will be a minimum of one (1) teacher and a maximum of three (3) teachers in this RI. If more than three (3) teachers apply by the deadline as noted below in paragraph 4(a-b) below, the parties will discuss the eligibility of the eligible participant, seniority will be the deciding factor for participation eligibility.

3. **Eligibility.**

To be eligible to participate in this Plan, a teacher must satisfy all of the following requirements:

- a. The employee must have completed (as of June 30, 2025) twenty-eight (28) or more years of consecutive employment with the District as verified by the Board.
- b. The employee must be employed by the Board as a full-time teacher on June 30, 2025, or be on approved leave at that time.
- c. The employee must submit a written and executed RI Application (Attachment A), RI Agreement and Waiver/Release of Claims form (Attachment B), and a written resignation to the Board in accordance with the terms of this Plan.

- d. The employee must make written application to participate in the RI not later than the deadlines specified in this Plan. Employees shall not be eligible to apply for participation in this Plan after **12:00 p.m. on February 18, 2025.**

4. **Open Window Provision.**

Eligible teachers (as defined immediately above in ¶ 3 of this Plan) may make application for participation in the Plan under the following timelines:

- a. The Parties agree that the Employee will receive a copy of all documents pertaining to the Plan by December 10, 2024, so the teacher has the opportunity to review the documents. If any eligible applicant applies for the RI by the February 18, 2025 deadline, then the eligible employee will receive Fifteen Thousand Dollars and 00/100 (\$15,000.00).
- b. Eligible teachers who wish to apply for the Plan must concurrently submit a signed written resignation, RI Application (Attachment A), and RI Agreement and Waiver/Release of Claims (Attachment B) which are attached hereto and incorporated herein. The RI Application, resignation, and RI Agreement and Waiver/Release of Claims, signed by the teacher, must be received at the Superintendent's office not later than **12:00 p.m. on February 18, 2025.**

Failure to provide a written resignation, the properly signed RI Application, and RI Agreement and Waiver/Release of Claims within the above timelines will result in ineligibility and rejection of the teacher's application for participation in the Plan.

5. **Separation Date.**

A teacher who elects to participate in this Plan and thereby resign his/her employment rights shall, at the time of application, indicate in writing that his/her effective date of resignation will be not later than June 30, 2025. The teacher's resignation shall become irrevocable and binding upon acceptance by the Superintendent (or his designee), subject only to the revocation provisions found in ¶ 5 of Attachment B. Only approved resignations/retirements will be eligible for the payments identified in ¶ 4(a) and ¶ 6(a).

6. **Benefits and Exclusions.**

- a. If between one (1) and three (3) eligible employees apply for the RI, the following disbursement option will be utilized:
 - A payment of Fifteen Thousand Dollars and 00/100 (\$15,000.00). The payment will be contributed through a 403(b) account. The installment will be paid on or before June 30, 2025.
- b. Those teachers who elect the Plan **will also receive** all benefits under Article XX of the 2024-2027 Master Agreement. If a teacher elects to receive the Plan, the teacher will receive a Five Hundred Dollar (\$500) stipend in the last paycheck of the school year.

- c. If the RI participant becomes deceased prior to payment of the entire RI benefit, the District shall pay the remaining RI benefit to the participant's designated beneficiary subject to any applicable tax withholding. If the RI participant does not have a written beneficiary designation on file with the Board at the time of death, any remaining RI benefit shall be paid according to the priorities set forth in MCL 408.480.
- d. The RI participant is entirely and exclusively responsible for any taxation consequences associated with the RI payment.
- e. Payment under this RI shall be paid as a retirement incentive, not as compensation, and is not considered payment for services that have been, or will be, performed for the District as a public employee. Neither the Board nor the Association makes any representation as to the impact that the RI will have on future retirement benefits.

7. Term of Plan.

This Plan shall be effective beginning on December 10, 2024. This Plan shall terminate when all obligations and conditions of the Plan have been performed. On February 19, 2025, the District will announce to the union leadership and to the employees how many eligible employees applied and the incentive amount will be sent via email so the employees can have this information during the seven (7) day revocation period. The Board will be notified of this letter at the regular scheduled meeting on February 24, 2025. This letter of resignation shall be null and void in the event this Plan does not go into effect pursuant to the paragraph above.

The creation of this opportunity to participate in this Plan is intended by the Parties to act as a benefit and opportunity for those eligible teachers who elect to voluntarily resign and retire from the District. The creation of this opportunity or institution of this Plan shall not be precedent setting and shall not in any way bind the Board to continue or perpetuate the conditions outlined herein beyond the above-stated RI expiration date. This Plan shall not be funded with a separate trust or escrow arrangement. All benefits shall be paid from the New Buffalo Area Schools' general assets solely for the benefit of participants in accordance with IRC 403(b).

This Plan shall not be regarded as an obligation, established working condition, or as a term or condition of employment beyond the term specified above.

8. Conformity to Collective Bargaining Agreement.

The terms of this RI and the attached RI Agreement and Waiver/Release of Claims have been mutually discussed and agreed to by the Board and the Association. Accordingly, the Board and the Association acknowledge and agree that nothing in the terms of the RI, the Letter of Agreement authorizing the RI, or in the Waiver/Release of Claims shall be regarded as inconsistent with or contrary to the terms of their 2024-2027 Master Agreement. The Parties acknowledge that eligible teachers can receive any other benefit pursuant to the 2024-2027 Master Agreement which may apply to the eligible employee.

Further, any disputes regarding the meaning or implementation of this RI shall be processed through the grievance procedures set forth in the 2024-2027 Master Agreement or any successor collective bargaining agreement then in effect.

9. Conformity to Law.

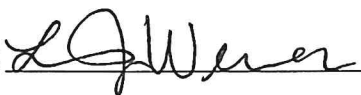
If any provision or application of this Plan or Attachments A or B is determined to be invalid or contrary to law by a Court or administrative agency such provision shall be severed (to the extent required by law) but the remaining provisions of the RI and Attachments A and B shall not thereby be affected.

10. Entire Agreement.

This RI document and its attachments constitute the entire agreement between the parties and supersedes and terminates any prior or concurrent agreements, written or oral, regarding its subject matter. These documents constitute the sole and exclusive obligation of the parties to each other.

NEW BUFFALO AREA
SCHOOLS BOARD OF EDUCATION

NEW BUFFALO 5-C EDUCATION
ASSOCIATION, MEA/NEA

By: 

By: 

Its: _____

Its: _____

Date: 12-9-24

Date: December 11, 2024