

*If you could...*

RETIRE  DAY

BALTIMORE CITY  
PUBLIC SCHOOLS

# Early Retirement Incentive Plan (ERIP)

## Overview

Baltimore City Public Schools (City Schools) in collaboration with Baltimore Teachers Union (BTU) is offering its most tenured staff members of the Baltimore Teachers Union, Teacher Chapter a one-time incentive to voluntarily separate from City Schools. The Early Retirement Incentive Plan (ERIP) provides you with an opportunity to retire or resign now and receive enhanced retirement benefits in exchange for your voluntary termination of employment. This program is offered at this time only, and you must make your decision by **April 15, 2011** to take advantage of this valuable enhancement to your retirement. This program may not be offered in future years.

## Program Highlights

By electing to voluntarily terminate your employment from City Schools, effective June 30, 2011, you will receive:

- Monthly contributions over five years (60 months) totaling 75 percent of your 2010–11 base salary will be contributed to your existing 403(b) account. If you do not have a 403(b) account, you will be required to open one with an approved 403(b) investment provider.
  - Example: Eligible employee with 2010-11 base salary equal to \$60,000 annually
  - 75% of \$60,000 = \$45,000 divided over 60 months (5 years) = \$750 monthly contribution
- In return for these contributions, you elect to voluntarily terminate your employment from City Schools, effective June 30, 2011.
- Your existing pension benefits, which will not be affected.
- Your sick leave payout (if you are eligible) added to your ERIP contributions in equal monthly contributions over the same five years.
- ERIP contributions to your 403(b) vendor, beginning September 1, 2011, and continuing each month until August 1, 2016. Note that you may allocate ERIP contributions in the available investment options under your 403(b) plan and take advantage of the continued tax deferred growth until the funds are distributed to you.
- In the event of your death during the term of the program, your named beneficiary(ies) will receive the balance of your unpaid ERIP contributions as a lump sum payment.
- A dedicated toll free number to contact Aon Hewitt with your questions regarding the ERIP at 1-800-341-4413 between 8:30 a.m. and 8:00 p.m. ET Monday–Friday.

## Program Benefits

- You can receive increased retirement savings, funded by your employer.
- Earnings on your invested funds can grow tax-deferred until distributed from the plan.
- Distributions may generally be taken at any time after the initial contribution is made.
- You can earn wages from a new employer while collecting retirement income, if you choose.

# Tax Considerations

- ERIP contributions to your account are not subject to current income, Social Security or Medicare taxes.
- Distributions from your 403(b) account are taxable as ordinary income when received but not subject to Social Security and Medicare taxes.
- Distributions made prior to age 59½ are generally subject to an additional 10 percent excise tax (some exceptions apply).
- Account balances will be subject to required minimum distribution rules after you reach age 70½.
- Combined employee and employer contributions to a 403(b) are limited to the lesser of 100 percent of compensation or \$49,000 during the 2011 calendar year. *Please see questions 25-26 of the Frequently Asked Questions for more details.*

# Information for Retiring Employees

## Pension Benefit Estimates

City Schools recommends that employees request an estimate of their benefit as early as possible. The benefit estimate provides you with the monthly pension amount you are eligible to receive. Estimates can take 16 weeks to be generated and forwarded to you. If you have received a statement within the past 12 months, please use this estimate to assist you in making a decision regarding your retirement, please do not request another estimate.

You may also access the Maryland State Retirement and Pension System's web site (<http://www.sra.state.md.us>) and use the online benefit estimator or worksheets to obtain an estimate for the basic allowance option. The estimator is a simplified tool that gives you an idea of what your basic benefit will be. The estimator does not provide information for survivor benefits. The information you enter is not verified by anyone, and is subject to change. Therefore, you must not consider the results final or binding.

Maryland State Retirement Agency, Application for an Estimate of Service Retirement Allowance (Form 9): [http://www.sra.state.md.us/Participants/Members/Downloads/Forms/Form\\_9.pdf](http://www.sra.state.md.us/Participants/Members/Downloads/Forms/Form_9.pdf)

Maryland State Retirement and Pension System  
Toll-free: 1-800-492-5909  
Local: 410-625-5555

## Types of Service Retirement

There are two types of service retirement:

1. **Normal** service retirement provides full benefits; and
2. **Early** service retirement provides a reduced benefit.

Your eligibility for either type of service retirement depends on two factors: your service credit and your age.

### Normal Service Retirement:

- Age 62 with at least five years of eligibility service
- Age 63 with four years of eligibility service
- Age 64 with three years of eligibility service
- Age 65 or older with two years of eligibility service, or

- 30 years of eligibility service at any age

**Early Service Retirement:**

Age 55 with at least 15 years of eligibility service

Employees who wish to retire must meet with a retirement counselor to discuss their retirement options. To schedule an appointment please register online via City Schools intranet at [www.bcps.k12.md.us](http://www.bcps.k12.md.us). Select *Quick Links* on the left hand side of the page and then select *Retirement Counseling*. This registration system will be available beginning March 7, 2011. If you are unable to register online, please contact the Office of Human Capital at 410-396-8885.

## Next Steps

- Review the information in this package carefully with your tax advisor and/or financial planner.
- Attend an upcoming informational meeting.
- Return the materials by the April 15 deadline.
- Meet with a Retirement Coordinator if you are retiring from City Schools.

***Informational meetings:***

***Tuesday, March 15, 2011, 5 p.m. – 8 p.m.***

***Thursday, March 17, 2011, 5 p.m. – 8 p.m.***

***Friday, March 18, 2011, 5 p.m. – 8 p.m.***

***Saturday, March 19, 2011, 9 a.m. – 1 p.m.***

***Location: Baltimore City Public Schools – District Office Board Room  
200 E. North Avenue, Baltimore, Maryland 21202***

***Register for Informational Meetings – <http://tinyurl.com/bcpsregistration>***

***Enrollment period closes: April 15, 2011***

***Revocation period ends: April 22, 2011***

# Frequently Asked Questions

## 1. To whom is this program being offered?

This program is being offered to employees who meet all of the following criteria:

- Full time employee who is currently in the Baltimore Teachers Union (BTU), (Teacher Chapter members)
- Employee who has attained 10 years or more service with City Schools by August 31, 2011 (years do not have to be continuous)
- Employee who is in an actively paid status on March 1, 2011, and remains in a paid status until the end of the 2010-11 school year (exception for anyone on military, FMLA or Workers' Compensation leave)

## 2. I am not a dues paying teacher chapter member of the BTU, but I pay the agency fees. Am I eligible to participate if I meet all the criteria?

Yes.

## 3. Are there any conditions to participating in the ERIP?

Participation requires that you separate from service with City Schools effective June 30, 2011. To participate, you must complete, sign and return the following enclosed forms to Aon Hewitt:

- Enrollment Form
- Beneficiary Designation
- Page 5 of the Release and Separation Agreement

## 4. Is there a minimum or maximum number of participants required for this program?

Yes, City Schools requires minimum participation of 350 and will cap the program at 750 participants. Should City Schools receive more than 750 applicants,

participation will be based on seniority with City Schools.

Should there be an overwhelming response from employees in critical certification areas, it is possible that additional restrictions on participation for individuals in those critical certification areas may apply. In that case, participation will be based upon an employee's seniority in that critical certification area.

## 5. How will I know if the minimum or maximum participation levels have been reached?

Updates on the level of participation will be posted to City Schools Inside ([www.baltimorecityschools.org/cityschoolsinside](http://www.baltimorecityschools.org/cityschoolsinside)) on a periodic basis. You can also contact Aon Hewitt at 1-800-341-4413.

## 6. I'm considering participating in the ERIP, but I am not ready for full retirement. What are my options?

You are not required to retire and take a pension. However, to receive the enhanced retirement benefit in the form of ERIP contributions, you are required to voluntarily terminate your employment with City Schools effective June 30, 2011.

## 7. Can I return to work for City Schools?

The only position with City Schools for which you will be eligible to apply is a per diem substitute teacher. You will not be eligible for any long-term substitute assignments. You have the ability to seek employment opportunities with other school districts or private employers.

## 8. What if I don't have a 403(b) investment account?

If you don't have an existing account (with one of City Schools' approved investment providers), you will be required to establish a new 403(b) investment account in order

# Frequently Asked Questions

to accept the ERIP contributions. You can access the list of approved 403(b) investment providers on City Schools' website [www.baltimorecityschools.org](http://www.baltimorecityschools.org). Simply go to the *Departments* tab and select *Office of Human Capital*. Then select *Benefits Information*.

Or contact the Plan Administrator, TSA Consulting ([www.tsacg.com](http://www.tsacg.com)). Select *District/College* tab, enter Maryland in the drop down box and select *Baltimore City Public Schools*.

## 9. Are ERIP contributions to my 403(b) investment account immediately taxable to me?

No. The employer contributions are not subject to income, Social Security or Medicare taxes at the time of deposit to your 403(b) account, as long as applicable contribution limits are not exceeded. Please see questions 25 – 26.

## 10. What happens if I die before all ERIP contributions to the 403(b) are complete?

If you die during the program period, your remaining contributions will be paid in a lump sum to your named beneficiary(ies). We will ask you to designate your beneficiary(ies) during the program enrollment. You may update your beneficiary designation at any time during the program.

## 11. Can I access my 403(b) funds once I voluntarily separate, or must I wait until all contributions are complete?

You may take distributions if you are not employed in any capacity with City Schools or you are older than 59½. You may take distributions from your 403(b) or execute a tax-free rollover to another qualified account, regardless of whether all ERIP contributions have been received. You may be required to keep a nominal balance in your ERIP 403(b) during the term of the program. (Please check with

your 403(b) provider regarding their requirements.) Taxes will be due only on the amounts distributed to you and may vary depending upon your age at distribution.

**If you attain employment as a per diem substitute teacher with City Schools, you may not withdraw or distribute any funds from the 403(b) account prior to age 59½ until you completely separate from service.**

## 12. How are distributions taxed when I begin to withdraw funds from my 403(b) investment account?

Distributions are taxable as ordinary income when paid to you. They are not subject to Social Security and Medicare taxes because they are not considered “wages” for these purposes. Generally, you will be subject to an additional 10 percent excise tax if distributions are taken prior to your attainment of age 59½ unless you qualify for an exception. Please consult with your financial advisor.

## 13. How can I delay taxation of these benefits?

You may delay distributions from your 403(b) investment accounts or distribute the balance and “roll over” the full amount to another eligible retirement plan or IRA. Generally, if you are over age 70½, you must take required minimum distributions from qualifying retirement plans.

## 14. Is there a limit to how much may be contributed to my 403(b) investment account?

Yes. Current tax law establishes a limit for contributions made during each calendar year to 403(b) plans. Combined employee and employer contributions cannot exceed the lesser of \$49,000 or 100 percent of

# Frequently Asked Questions

your total compensation as defined by your plan. (The \$49,000 limit is adjusted for inflation in years after 2011.) Please consult with your financial advisor regarding the specifics of your situation.

## **15. May I continue to contribute to my current 403(b) after I voluntarily terminate?**

No. Employee contributions can only be made if you are actively employed with City Schools. Your pension benefits or other income would not be available to contribute to this plan. Other retirement vehicles may be available for continued savings. Please consult with your financial advisor.

## **16. How will my pension benefit be affected if I participate in the ERIP?**

Your vested pension will not be affected if you retire. However, if you do not retire from City Schools, you will not receive additional service credit for unused sick leave. You will only accrue additional service time if you are re-employed by another Maryland school district or employer that receives the benefits of the Maryland State Retirement System.

## **17. If I am eligible for a sick leave payout, how will I receive it?**

For program participants, the value of your sick leave payout will be divided into 60 equal amounts and contributed to your 403(b) account each month along with your ERIP contribution beginning on September 1, 2011. You are eligible for a sick leave payout if you have 20 or more years of service or are retiring from City Schools.

Your projected sick leave payout amount is based on your accrued balance as of February 18, 2011. Your actual amount will vary if you utilize any portion of your accrued balance.

## **18. What happens to my current life and disability insurance?**

City Schools will no longer provide the life and disability benefits. You may be able to continue your life insurance benefit, at your own cost. Please contact Andres Dailey, Sr. at the Prudential Insurance Company of America at 443-394-9999 regarding the conversion of your group life insurance policy.

Long Term Disability insurance with The Hartford is not convertible.

## **19. May I continue my medical coverage after termination?**

If you retire from City Schools, you have the ability to apply for benefits as a retiree. Your benefit coverage with City Schools will cease August 31, 2011. To apply for retiree benefits, contact the City of Baltimore, Department of Human Resources, Employee Benefits Division at 410-396-5831. You can also view the retiree benefit information on the Office of Human Capital's web page ([www.baltimorecityschools.org](http://www.baltimorecityschools.org)). Simply go to the Departments tab and select *Office of Human Capital*. Then select *Benefits Information*.

If you are not retiring, your medical benefits are available for continuation for a period of 18 months as specified under the COBRA rules. Premium costs are equal to 102 percent of the combined employee and employer cost. Participants will not be eligible for the Federal COBRA subsidy and must pay the full premium. Your benefit coverage with City Schools will cease August 31, 2011. Please refer to City Schools' Office of Human Capital's web page ([www.baltimorecityschools.org](http://www.baltimorecityschools.org)), select the Departments tab, select *Office of Human Capital* and then select *Benefits Information* or contact the Office of Human Capital at 410-396-8885 for more information.



# Frequently Asked Questions

## 20. How long is this offer available?

You will have 45 days from March 1 to consider the offer and discuss it with your advisors. The enrollment deadline is April 15, 2011. This 45 day period will not be extended even if additional information is provided to you. We encourage you to consult with counsel and your financial advisor about this program.

## 21. What if I change my mind and decide not to participate in ERIP?

You have until April 22, 2011 to rescind your election to participate and rescind your separation of employment.

**You must call Aon Hewitt at 1-800-341-4413 to request a form to revoke your election. After April 22, 2011, your election and separation of employment is irrevocable.**

## 22. Is there any cost to me if I chose to participate in the ERIP?

No. City Schools covers the cost of plan implementation and administration.

## 23. Who may I contact if I have questions about ERIP?

You may call Aon Hewitt at 1-800-341-4413 between 8:30 a.m. and 8:00 p.m. ET Monday–Friday. Aon Hewitt has been hired to assist you in understanding ERIP. Questions regarding investment options or tax considerations should be addressed to your financial advisor.

We highly encourage you to attend one of the informational meetings. For dates and times, please refer to page 4.

Representatives from Aon Hewitt, Maryland State Retirement and Pension System and TSA Consulting (403(b) Tax Shelter Annuity Plan Administrator) - will be available. You may register at <http://tinyurl.com/bcpsregistration>

## 24. How can I estimate the impact of this program on my retirement income?

You or your advisor may contact Aon Hewitt to learn the amount of your ERIP contributions and sick leave payout. You must sign a written authorization for Aon Hewitt to release information specific to your situation to a third party. (Please contact Aon Hewitt for a form.)

If you are eligible for retirement, we encourage you to complete a Maryland State Retirement Agency, Application for an Estimate of Service Retirement Allowance (Form 9) or access the Maryland State Retirement and Pension System's web site (<http://www.sra.state.md.us>). Use the online benefit estimator or worksheets to obtain an estimate for the basic allowance option. The estimate will provide you with the value of your pension benefits. You can also contact the Maryland State Retirement and Pension System at 1-800-492-5909 or 410-625-5555.

Employees who wish to retire should meet with a retirement counselor to discuss your retirement options. To schedule an appointment please register online via City Schools' intranet at [www.bcps.k12.md.us](http://www.bcps.k12.md.us). Select Quick Links on the left hand side of the page and then select Retirement Counseling. This registration system will be available beginning March 7, 2011. If you are unable to register online, please contact the Office of Human Capital at 410-396-8885.

## 25. Will City Schools' contribution to my 403(b) under ERIP be considered under the contribution limit rules if I have a contributory retirement plan with my new employer?

Yes. If you continue working with another employer and receive contributions to another contributory retirement plan, you may need to take these limits (which may



# Frequently Asked Questions

index each year) under consideration as contributions are made by you and/or your employer. It will be your responsibility to assure that you do not exceed the annual contribution limits, including the ERIP contributions.

## 26. What happens if my contributions exceed the limit(s)?

You should consult with your tax advisor as the results will differ depending upon your circumstances. In some cases, excess contributions will be subject to income and excise tax.

## 27. Will the contributions under ERIP be secure?

Once the contributions are made to the 403(b) account, they have the same protection extended to any other amounts in the 403(b) account. You may choose how to direct these investments in the same manner as other retirement plans. Depending upon your investment choices these funds will be subject to varying levels of market risk. Unpaid contributions remain a contractual obligation of City Schools.

# Additional Information for Retiring Employees

## Retirement Paperwork

Employees who wish to begin receiving their pension from the Maryland State Retirement and Pension System can access the forms below or contact the Office of Human Capital at 410-396-8885 to have a retirement packet mailed to your home address.

Required forms for retirement:

- Application for Service or Disability Retirement (Form 13/23)  
[http://www.sra.state.md.us/Participants/Downloads/Forms/Form\\_13-23.pdf](http://www.sra.state.md.us/Participants/Downloads/Forms/Form_13-23.pdf)
- Reemployment after Retirement (Form 127)  
[http://www.sra.state.md.us/Participants/Downloads/Forms/Form\\_127.pdf](http://www.sra.state.md.us/Participants/Downloads/Forms/Form_127.pdf)
- Direct Deposit Electronic Funds Transfer (Form 85)  
[http://www.sra.state.md.us/Participants/Downloads/Forms/Form\\_85.pdf](http://www.sra.state.md.us/Participants/Downloads/Forms/Form_85.pdf)
- Federal and Maryland Tax Withholding (Form 766)  
[http://www.sra.state.md.us/Participants/Downloads/Forms/Form\\_766.pdf](http://www.sra.state.md.us/Participants/Downloads/Forms/Form_766.pdf)
- Designation of Beneficiary  
[http://www.sra.maryland.gov/Participants/Downloads/Forms/Form\\_4.pdf](http://www.sra.maryland.gov/Participants/Downloads/Forms/Form_4.pdf)

Maryland State Retirement and Pension System  
Toll-free: 1-800-492-5909  
Local: 410-625-5555

**You are required to schedule an individual counseling session with one of City Schools' retirement coordinators and to submit all retirement documents to the Office of Human Capital by May 30, 2011.**

To schedule an appointment please register online via City Schools' intranet at [www.bcps.k12.md.us](http://www.bcps.k12.md.us). Select Quick Links on the left hand side of the page and then select Retirement Counseling. This registration system will be available beginning March 7, 2011. If you are unable to register online, please contact the Office of Human Capital at 410-396-8885.

## Next Steps

Please review all of the program information with your advisors, and complete the following steps by the response deadline of **April 15, 2011**:

### **Step 1:**

Return completed and signed Enrollment Form (page 11) indicating your participation decision.

### **Step 2:**

If you checked “YES” for the Early Retirement Incentive Plan (ERIP) on the Enrollment Form...

- Sign and date page 5 of the Release and Separation Agreement.
- Complete and sign the Beneficiary Designation form.

### **Step 3:**

- Return the Enrollment Form, the Beneficiary Designation form, and page 5 of the Release and Separation Agreement to Aon Hewitt.

Fax or email the appropriate forms to:

Aon Hewitt  
Attn: Nita Wilson  
404-240-6079  
Nita.Wilson@AonHewitt.com

### **Step 4:**

Periodically check City Schools Inside ([www.baltimorecityschools.org/cityschoolsinside](http://www.baltimorecityschools.org/cityschoolsinside)) for updates on plan participation.

### **Step 5:**

You will receive a confirmation that your form has been received.

### **Confirmations:**

- **An email confirming the receipt of your enrollment materials will be sent to you within one business day of receipt of your forms**
- **A confirmation statement of your participation status will be sent to you shortly after the enrollment period closes.**

*In the meantime, if you have any specific questions, please contact Aon Hewitt at 1-800-341-4413.*

# Early Retirement Incentive Plan (ERIP)

## Enrollment Form

**Name (please print):** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Home Phone Number:** \_\_\_\_\_

**Personal\* e-mail address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Employee ID:** \_\_\_\_\_

**Yes**, I elect to participate in the Early Retirement Incentive Plan (ERIP) offered by Baltimore City Public Schools. **I understand that if my participation is accepted by City Schools that I am tendering my irrevocable resignation from City Schools, effective June 30, 2011.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\* Do not use your work-related e-mail address, as some communications will be delivered *after* you separate from service.

**Please fax or email all forms to:**

Aon Hewitt  
Attn: Nita Wilson  
404-240-6079  
Nita.Wilson@AonHewitt.com

# Early Retirement Incentive Plan (ERIP)

## Beneficiary Form

**Name:** \_\_\_\_\_

**Employee ID:** \_\_\_\_\_

**Designation:**

Pursuant to the provisions of Baltimore City Public Schools Early Retirement Incentive Plan (ERIP), I hereby designate the following as my primary and contingent beneficiaries, to receive payment of any benefits that may be due and payable upon the death of the above-listed employee while a participant in the ERIP:

**Primary Beneficiary (ies):**

Name (Person or Trust)	Percent	
Social Security Number	Date of Birth	Relationship

Address

Name (Person or Trust)	Percent	
Social Security Number	Date of Birth	Relationship

Address

**Contingent Beneficiary (ies):**

Name (Person or Trust)	Percent	
Social Security Number	Date of Birth	Relationship

Address

Name (Person or Trust)	Percent	
Social Security Number	Date of Birth	Relationship

Address

**Employee Signature** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

If any participant fails to designate a beneficiary in the manner provided above, if the designation is void, or if the beneficiary(ies) designated by a deceased participant dies before the participant or before complete distribution of the participant's ERIP contributions, the remaining benefits under the ERIP shall be payable to the participant's estate.

**NOTICE TO EMPLOYEE: THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES. YOU ARE ADVISED TO CONSULT WITH A LAWYER BEFORE SIGNING THIS DOCUMENT.**

**FULL AND FINAL RELEASE AND SEPARATION AGREEMENT**

THIS FULL AND FINAL RELEASE AND SEPARATION AGREEMENT ("Agreement") is entered into by and between Baltimore City Public Schools, ("City Schools"), and \_\_\_\_\_ ("Employee"), to be effective as stated herein.

**RECITALS**

WHEREAS, Employee is eligible to voluntarily participate in the City Schools' Early Retirement Incentive Plan ("ERIP"); and

WHEREAS, Employee wishes to voluntarily exercise that option to participate in the ERIP; and

WHEREAS, pursuant to exercising that option, Employee will voluntarily resign or retire from employment with the City Schools as of June 30, 2011; and

NOW, THEREFORE, Employee and the City Schools enter into this Separation Agreement as follows:

**AGREEMENT**

In consideration of the mutual promises and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The City Schools shall pay Employee in the normal course for services rendered during the 2010-2011 school year, to the extent such payment is still owing. Payments shall include deferred summer pay. Employee shall also continue to receive current employee benefits in the normal course, including health insurance benefits, if applicable, through August 31, 2011.
2. Additionally, if Employee is eligible for compensation for unused sick leave, that Employee shall receive compensation for that unused sick leave in an amount calculated pursuant to the formula, and in a manner consistent with, the provisions of the Agreement between the Baltimore Teachers Union and the Baltimore City Board of School Commissioners, Section 15.3(B). This compensation will be contributed to Employee's 403(b) account in equal monthly contributions over a 5 (five) year period beginning September 1, 2011 and ending August 1, 2016.

3. Additionally, Employee shall enroll in the ERIP, in accordance with the ERIP terms referenced in the attached ERIP "Enrollment Kit", and receive payment pursuant to the terms of the ERIP in an amount of 75% of Employee's base salary for the 2010-2011 school year, divided into sixty (60) equal installments and paid monthly into a tax-deferred 403(b) account beginning in September 1, 2011 and ending in August 1, 2016.
4. In the event that Employee dies prior to receiving all compensation due under this Agreement, a lump sum payment of all compensation due under this Agreement to Employee will be paid to the beneficiary(ies) designated by Employee in Employee's ERIP application.
5. Employee shall not render or be required to render services to the City Schools following the conclusion of the 2010-2011 school year.
6. Employee may effect his/her retirement, to the extent eligible, from the City Schools pursuant to the Maryland State Retirement and Pension System as of June 30, 2011. If for any reason Employee does not choose to effect his/her retirement by June 30, 2011, Employee hereby unconditionally resigns from employment with the City Schools as of that same date.
7. Employee acknowledges receipt of and has reviewed the information attached hereto as Exhibit A, about the position of individuals covered by the ERIP, including the job titles and ages of all individuals eligible or selected for the ERIP, as well as those who are not. See Exhibit A.
8. Employee hereby forever relinquishes any right she/he may have subsequent to her/his retirement/resignation to continued employment with the City Schools in any capacity. Employee acknowledges that she/he is not entitled to any compensation of any kind, other than that which is specifically referenced in this Separation Agreement or under the terms of the ERIP. Employee further agrees that at no time prior to August 2, 2016 will she/he accept, obtain, or attempt to obtain employment with City Schools in any capacity other than as a per diem substitute teacher. This Separation Agreement shall itself constitute good and sufficient cause for immediate termination of any employment or contractual relationship which may ensue in breach of this covenant. Nothing in this Separation Agreement prohibits Employee from applying for reemployment in any capacity on or after August 2, 2016. Employee acknowledges and agrees that notwithstanding the foregoing, she/he has no right or entitlement to reemployment with City Schools at any time.
9. Employee, for herself/himself and anyone who might claim through Employee, including any representatives, assigns, or heirs, hereby waives and releases the City Schools and each of its current and former employees, agents, attorneys, board members, successors, insurers, and assigns (collectively, the "Released Parties") from any and all claims, causes of action, or demands for damages, costs, or expenses of any kind whatsoever, whether known or unknown, which arose at any time prior to this Separation Agreement's execution



date and which arose out of or are related in any way to her/his employment with the City Schools or the conclusion of / separation from that employment, including any claims including but not limited to any cause of action or claim of violation of state or federal constitutional rights, wrongful discharge, breach of contract, interference with contract, intentional infliction of emotional distress, 29 U.S.C. Sec 621 et seq., unlawful employment discrimination and/or retaliation based upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sec. 2000 et seq., the Americans with Disabilities Act, 42 U.S.C. Sec. 12111, et seq., Sections 1981, 1982, 1983 and 1984 of the Civil Rights Act of 1866, 42 U.S.C. Sec. 1981-1984, the Rehabilitation Act of 1973 and all other state, local or federal equal employment opportunity laws, statutes, public policies, orders or regulations and any other federal, state or local law, statute, public policy or regulation.

10. **Waiver and Release of ADEA Claims**: Those claims Employee is waiving and releasing under the foregoing provision also include any claims Employee may have against any of the Released Parties which arose prior to this Separation Agreement's execution date under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, for discrimination on the basis of Employee's age, or related unlawful retaliation, or the Older Workers Benefit Protection Act, as amended. Employee understands that this Waiver and Release does not waive rights or claims that may arise under the ADEA or OWBPA after Employee signs this Waiver and Release.
11. Employee hereby covenants and warrants that she/he has not assigned or transferred any claims against any of the Released Parties to any other person or entity.
12. Employee is hereby advised to consult with a lawyer prior to executing this Separation Agreement, and that the Employee has had the opportunity to consult with an attorney, and has either done so or decide of her/his own free will not to prior to entering into this Separation Agreement.
13. Employee is hereby given a period of at least forty-five (45) calendar days in which to consider this Separation Agreement. Employee warrants that the forty-five (45) calendar day period is a reasonable time in which to consider this Separation Agreement. Employee acknowledges that she/he received this Separation Agreement at least forty-five (45) calendar days prior to the deadline for ERIP enrollment. Employee expressly agrees that the forty-five (45) calendar day period shall not be extended should Employee be given any additional information, whether material or not, regarding the Plan.
14. Employee further acknowledges that if she/he executes this Separation Agreement prior to the end of the forty-five 45 calendar day period, she/he has knowingly and voluntarily done so, without being pressured in any manner, or induced or threatened that the offer will be withdrawn or altered prior to the expiration of the forty-five (45) calendar day period, and after having had adequate time to review and consider this Separation Agreement.
15. Employee shall have until April 22, 2011, a period of seven (7) calendar days following

execution of this Separation Agreement, in which to revoke this Separation Agreement by delivering a fax or scanned document to the fax number or email address below, and the Separation Agreement shall not become effective or enforceable until that revocation period has expired. Employee understands that in the event she/he does not revoke Separation Agreement within the revocation period described in this paragraph, this Separation Agreement will be legally binding and enforceable on Employee and her/his heirs, administrators and assigns.

16. Employee further acknowledges that upon City Schools' acceptance of Employee's participation in ERIP and upon the expiration of the revocation period, April 22, 2011, the Employee's resignation of employment is effective June 30, 2011 and this resignation of employment is irrevocable.
17. Employee further acknowledges that City Schools has the right to withdraw, cancel or void this Agreement and any and all aspects of this ERIP offering to Employee at any time prior to April 22, 2011.
18. This Separation Agreement sets forth the complete agreement between the parties with respect to the issues herein. No other covenants, promises, agreements, stipulations, statements or representations have been made or relied on by the parties, and no other consideration, other than that set forth herein, is due between the parties.
19. The terms of this Separation Agreement may be modified only upon mutual written agreement of the parties hereto.
20. The invalidity or unenforceability of one or more provisions of this Separation Agreement shall not affect the validity or enforceability of any of the other provisions hereof, and this Separation Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.
21. This Separation Agreement shall be construed, enforced in accordance with, and subject to the laws of the State of Maryland.
22. This Separation Agreement may be signed in counterpart copies. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties shall be deemed to constitute a complete original. Facsimile copies and photocopies of signatures shall be treated as original signatures.
23. Neither entry into the Separation Agreement, payment and other consideration provided under this Separation Agreement, any provision(s) of this Separation Agreement, nor any action taken by the parties in accordance with this Separation Agreement shall constitute or be construed as an admission or evidence of wrongdoing or liability by either party.

I HAVE READ THE FOREGOING FULL AND FINAL RELEASE AND SEPARATION AGREEMENT, AND I UNDERSTAND ALL OF ITS TERMS. I FURTHER UNDERSTAND THAT THIS FULL AND FINAL RELEASE AND SEPARATION AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES, AND I HAVE BEEN ADVISED TO SEEK ADVICE FROM A LAWYER BEFORE I EXECUTE IT. I EXECUTE THIS AGREEMENT FREELY AND VOLUNTARILY, AND WITHOUT BEING PRESSURED IN ANY MANNER. I HAVE FULL LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT:

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Name (Printed)

\_\_\_\_\_

Employee Signature

AND

BALTIMORE CITY PUBLIC SCHOOLS  
COUNTY OF \_\_\_\_\_, STATE OF  
MARYLAND

\_\_\_\_\_

Date

\_\_\_\_\_

(Name, Title)

*Employee: After signing the document, return **ONLY PAGE 5** of this Separation Agreement, along with ERIP enrollment form and beneficiary form, on or before the enrollment deadline of April 15, 2011 to:*

Aon Hewitt: Attn: Nita Wilson (404) 240-6079 (fax); or email: nita.wilson@aonhewitt.com  
A copy of the countersigned form will be returned to you after the close of enrollment.

# EXHIBIT A

## Eligible Employees by Job Title and Age

### Full Time BTU Employees (Teacher Chapter Member) Ages 28-52

Sum of Count Job Title	Age																								Grand Total	
	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51		52
Audiologist																			1	1						2
Department Head I								1				1			1								1			4
Department Head II								1	1					1												3
Department Head III							1	1																		2
Department Head Special Education																			1							1
Educational Associate/10mth								2			4		1	1			1					1				10
Educational Associate/12mth			1	1		2	1	4	1	5	5	2	4	4		3	1	2	1	2	1	1	1	3	1	46
Facilitator/10mth							1																			1
Guidance Counselor					1		1		2	2	1	1	3	2	2		3	2	2		3	1	3	2	1	32
IEP Team Associate		1			1		1		1	3	2	2		3	6		3	3	3	3	2	2	4	4	3	47
Librarian						1		1	2	2	1			2	1		1	1		2		2		2	1	19
Occupational Therapist											1						1					1				3
Paid Leave											1											1				2
Physical Therapist																							1			1
Psychologist							1		1		2	4	5	2	3	1			1	3		2		1	2	28
Social Worker					1		2	1	2	1	4	4	5	3	5	4	5	2	3	6	2	5	6	5	4	70
Speech Pathologist					1		2		1	2				1				1				1		1	2	12
Teacher - Co-Teaching Assignment							1			1		1	1				1								1	6
Teacher - Elementary	1		2	9	17	24	28	31	28	20	24	33	39	37	22	26	24	21	19	16	21	16	13	22	18	511
Teacher - ESOL					2				1		2		1	1	2	3	1	1	2		3	4	1			24
Teacher - Instructional Support						1			2		1						1									5
Teacher - Mentor/10 mo											1															1
Teacher - Mentor/12 mo																1										1
Teacher - Pre-K					1	2	6	3	3	2	2	2	3	1	1	2	1	3	3		3	2	1		4	45
Teacher - Secondary			3	7	9	19	17	26	24	25	26	20	21	34	22	22	25	24	16	20	19	18	13	8	12	430
Teacher - Special Education		1	1	2	10	13	18	16	13	18	23	11	27	18	18	19	12	11	17	17	17	12	13	20	15	342
Teacher - Staff Developer						2	3	2	3	5	5	4	3		2	2	4	3	1	2		2	2		1	46
Teacher - Vocational						2			1	1		3	1	1	1		1	1		2	2	2	1	3	1	23
(blank)													1													1
Grand Total	1	2	7	19	43	68	81	89	86	88	104	88	115	111	86	85	83	75	70	74	75	71	60	71	66	1718



# EXHIBIT A

## Ineligible Employees by Job Title and Age

### Full Time BTU Employees (Teacher Chapter Member) Ages 21-37

Sum of Count Job Title	Age																	Grand Total
	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	
Department Head I									1	2		1	1				1	6
Department Head III													1				1	2
Educational Associate/10mth								1			1	1					1	4
Educational Associate/12mth								3		4	2	1	2	1		1	4	18
Guidance Counselor				1		2	2	4	3	6	2	2	2	5	3	3	1	36
IEP Team Associate									1	2		2	1				2	8
Librarian								2	2		4	2	1		1	1	1	14
Occupational Therapist				1	2	1		1	3					1	1		10	
Paid Leave					1					1	2	1		1		1	7	
Physical Therapist											1						1	
Psychologist					1	5	5	2	9	3	2	4	6	3			2	42
Social Worker											1	3	1	1	1	3	1	11
Speech Pathologist					2	2	1	1	6	2		3	1	3	1		22	
Staff Associate/10mth										2		2	1				2	7
Staff Associate/12mth				1		1				3	1	1	1	1		1	10	
Teacher - Co-Teaching Assignment								1		2		2					5	
Teacher - Elementary	2	9	60	77	91	90	128	109	108	89	73	73	55	41	41	33	20	1099
Teacher - ESOL			1			2		2	3	7	4	3	1	4		1	28	
Teacher - Mentor/10 mo										1			1				2	
Teacher - Pre-K		2	9	6		10	10	12	4	3	4	6	1	3	4	2	1	77
Teacher - Secondary		10	80	103	79	69	61	73	61	62	57	51	41	30	30	26	23	856
Teacher - Special Education		2	12	10	16	17	20	19	22	30	28	16	12	9	15	12	11	251
Teacher - Staff Developer					1	1	2	3	4	5	3	3			2	2		26
Teacher - Vocational		1			1	1	2	1	4	2	5	3	3	4	1	4	3	35
Unpaid Leave						1	2	3	2	1	3	5	1		1	1	6	26
Grand Total	2	24	161	200	193	202	232	236	233	227	194	184	137	106	102	90	80	2603



# EXHIBIT A

## Ineligible Employees by Job Title and Age

### Full Time BTU Employees (Teacher Chapter Member) Ages 38-54

Sum of Count	Age																	Grand Total
Job Title	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	Grand Total
Educational Associate/10mth								1					1					2
Educational Associate/12mth		2			2		1	2					1					8
Guidance Counselor		5	3	1	2	2		1						2		1		17
IEP Team Associate	1	2						1	1									5
Librarian	4			2				1		1	2	2		1		1	1	15
Paid Leave						1						1						2
Psychologist			1				1	1	1		1		1	1		1	1	9
Social Worker		1	2	1		1		1		1			1	1	2	2	1	14
Speech Pathologist				1					1									2
Staff Associate/10mth	1		2	1			1		1				1		1		1	9
Staff Associate/12mth	3	1		3	5	3	1			2	3	2		2	1			26
Teacher - Co-Teaching Assignment		1												1				2
Teacher - Elementary	21	25	24	13	13	16	11	7	13	7	5	10	9	6	9	4	4	197
Teacher - ESOL	3		1		2	3	3			1		1	1	2		1		18
Teacher - Pre-K	2	2	1	1		3	2	2		2	1		3		3	1		23
Teacher - Secondary	24	14	12	11	13	6	7	8	6	8	3	4	4	6	3	6	9	144
Teacher - Secondary JROTC						1	1		3	3				3	2	2	1	16
Teacher - Special Education	8	14	6	9	6	10	2	4	6	7	2	7	3	6	2	4	4	100
Teacher - Staff Developer		1	2	1	1													5
Teacher - Vocational	1	3	1	2	5	2	2		1		2	3	2		1	3	1	29
Unpaid Leave	3	1		3		1				2		1						11
Grand Total	71	72	55	49	49	49	32	29	33	34	19	32	26	31	24	26	23	654

# EXHIBIT A

## Ineligible Employees by Job Title and Age

### Full Time BTU Employees (Teacher Chapter Member) Ages 55-76

Sum of Count	Age																	Grand Total
Job Title	55	56	57	58	59	60	61	62	63	64	65	66	67	68	73	74	76	Grand Total
Assistant - Non-Instructional/10mth							1											1
Educational Associate/10mth												1						1
Guidance Counselor	1				1		1	1										4
IEP Team Associate					1		1	1				1						4
Librarian	1				1			1		1	1		2					7
Paid Leave							2	1										3
Psychologist					1		1				2							4
Social Worker				1			1			1								3
Speech Pathologist										1								1
Staff Associate/10mth				1	1		2											4
Staff Associate/12mth		2	1	3	2		2				1	1						12
Teacher - Co-Teaching Assignment								1										1
Teacher - Elementary	5	7	5	7	4	4	5	3	3	3	1	1	1					49
Teacher - ESOL			1	1			1	2										5
Teacher - Pre-K	2		1		1	1					1	1						7
Teacher - Secondary	2	5	5	4	3	2	3	6	1	4	3		1	1			1	41
Teacher - Secondary JROTC		2	1	1		1	1											6
Teacher - Special Education	4	8	2	1	2	4	3	2	2	1	2		1		2	1		35
Teacher - Staff Developer													1					1
Teacher - Vocational		2	3	1	1	1				1								9
Unpaid Leave	4	2		2	1	2			7									18
Grand Total	19	28	20	22	18	15	24	18	13	12	11	5	6	1	2	1	1	216