**2016-2021 Contract, Page 44Article 34 - Leaves**

**Secction H. TERMINAL LEAVE**

1. Any bargaining unit member, age 55 or older, who retires or resigns from the District in good standing and has served at least ten (10) years in the Rome City School District will be granted terminal pay added to his/her final year's salary so long as conditions under 34.H.3 are met.

2. A professional employee qualifying under (1) shall be paid an amount equal to one four hundredth (l/400th) of his or her final year's salary times one-third (1/3) of his or her accumulated unused sick days.

3. Each employee qualifying under (1) will, submit to the RCSD Office of Human Resources an

irrevocable letter of intent to retire or resign by the date specified below depending on his or her

effective retirement date as outlined below:

1. Anyone retiring or resigning at the end of the current school year must submit his or her irrevocable letter of intent to retire by March 1 of the current school year.
2. Anyone retiring or resigning between the end of the current school year through September 1 of that year must also submit his or her irrevocable letter of intent to retire by March I of the current school year.
3. Anyone retiring or resigning after September 1, but prior to the end of that current school year must submit his or her irrevocable letter of intent to retire at least four months prior to his or her effective retirement date.
4. Examples: Effective Retirement Date is the end of current school year, you would fall under letter "a" and must submit your letter no later than March 1.
5. Effective retirement date of notification July 15, you would fall under letter "b" above and would have to submit your letter prior to March 1.
6. Effect Retirement Date is November 10, you would fall under letter "c" and you must submit your letter no later than July I0.
7. Effective retirement date is February 15, you would fall under letter "c" and you must submit your letter no later than October 15.

e. Where unusual circumstances exist, the above notification of requirements for terminal leave may be waived at the discretion of the Superintendent.

4. In case of death, monies owed to the individual under this provision will be paid to the same beneficiary as stipulated on the New York State Retirement Plan, unless otherwise stipulated by the individual.

5. In the event that the District offers a local retirement incentive, notwithstanding the notification requirements listed above, eligible bargaining wlit members shall provide an irrevocable letter of intent to retire from District service on or before close of business on a date specified in the incentive language. If there is no local retirement incentive, then the aforementioned notification requirements shall be followed.