

FOCUS
ON
RETIREMENT

Three Village Teachers Association

2026-2027

Dear Colleagues:

This packet contains important information regarding retirement. In it you will find specific sections relating to the New York State Teachers' Retirement System and the requirements of the Three Village Central School District. Sample letters, salary schedules, and important phone numbers are also included. The information provided should give you a strong understanding of the process surrounding your resignation for retirement purposes as well as your obligations both with the district as well as the state.

Please read through the booklet carefully. We hope you find it beneficial.

Sincerely,

Richard Guez
Dean Kostis
Brian Pickford
Retirement Delegates

TABLE OF CONTENTS

Summary of Benefits.....	5
Membership Tier.....	5
Service Retirement Benefit	5
Eligibility.....	5
Pension Calculation Formula	5
Pension Factor	5
Age Factor	6
Final Average Salary (FAS)	6
Three-year Final Average Salary	6
Five-year Final Average Salary.....	6
Consultations and Seminars.....	7
Maximum or an Option	7
Maximum Benefit	8
Lump Sum Options	8
Guarantee Period Options	8
Survivor Options	8
Pop-Up Survivor Options.....	8
Alternative Option.....	8
Applying For Retirement.....	9
You can obtain an "Application for Retirement"	9
On the application	9
During Retirement.....	9
Direct Deposit	9
Receiving Payments	10
Taxes and Your Retirement Benefit.....	10
Earnings in Retirement	10
Service Retirement.....	10
Getting More TRS Information.....	11
Three Village Retirement Incentive.....	12
Retired Teachers Insurance.....	13
Paraprofessionals and Teaching Assistants.....	13-14
Terminal Allowance.....	14

Check List.....	15
Important Telephone Numbers.....	16
Appendix A.....	17
Irrevocable Notification of Retirement.....	18
Appendix B.....	19
Request for a One-Year Extension	20
Appendix C.....	21
Paraprofessional Irrevocable Notification of Retirement	22
Appendix D.....	23
Teaching Assistant Irrevocable Notification of Retirement.....	24

Salary Schedules can be found in Memorandum of Agreement

Summary of Benefits

Membership Tier

There are four tiers of System members determined by date of membership as shown below. Benefits differ for each membership tier.

Tier 1:	Membership prior to 7/1/73
Tier 2:	Membership 7/1/73 – 7/26/76
Tier 3:	Membership 7/27/76 - 8/31/83
Tier 4:	Membership on or after 9/1/83
Tier 5:	Membership on or after 1/1/2010
Tier 6:	Membership on or after 4/1/2012

It is strongly encouraged, if you haven't already done so, that you create a "my NYSTRS" account. Their website will explain the requirements to set up this account (www.nystrs.org)

Service Retirement Benefit

Your pension is your retirement benefit as determined by your tier of membership, service credit, age, and earnings. Projections of your benefits, assuming you meet eligibility requirements, are shown on your Member Annual Statement which is sent to all members in late December or early January.

If you are planning for retirement, you should request estimates directly from the System. If you would like an estimate prepared by the System based on information in their files and including optional allowances, you may submit an electronic retirement estimate request by logging on to their web site at www.nystrs.org, contacting them by phone at 1-800-348-7298 x6020 or scheduling a consultation with a system representative.

Eligibility

You may retire if you are at least 55 with 5 years or more of credited New York State service. (Tier 1 members may retire at any age with 35 years of service, or at age 55 with less than 5 years, if two years are since age 53.)

Pension Calculation Formula

Your pension is determined by the following formula:

**Pension Factor (x Age Factor for Tiers 2, 3
and 4) x Final Average Salary = Pension**

Pension Factor:

A percent based on your years and months of service credit. The percentage increases with additional service in most cases.

Age Factor:

A percentage of the pension factor for Tier 2, 3 and 4 members, who retire earlier than age 62 with less than 30 years of service credit. Tier 5 members with 30 or more years of service may retire at 57 or 62 years of age no matter the service credit. Tier 6 has been updated to reflect a full retirement age of 58 with at least 30 years of service. A reduction of benefit is applied if a Tier 6 member has less than 30 years and retires prior to turning 63.

Final Average Salary (FAS)

The average of your highest three consecutive years of salary earned. Typically, it is the average of your last three years, but it will be the highest three consecutive years wherever they occurred in your salary history. Some members (see below) may be eligible for an alternative five-year Final Average Salary.

Three-year Final Average Salary

- Includes: regular compensation, compensation for coaching, adult education, home tutoring, summer school and other teaching-related duties.
- Cannot include:
 - Non-regular compensation
 - Payment in lieu of health insurance
 - Taxable fringe benefit
 - Retirement incentive or bonus payments
 - Payment for unused sick, personal or vacation leave
 - Any other payment made in anticipation of retirement
 - Increases in regular salary exceeding
 - Tier 1- 20% of the previous year's salary
 - Tier 2- 20% of the average of the previous two years' salaries
 - Tiers 3 and 4- 10% of the average of the previous two years' salaries

Five-year Final Average Salary

If your date of membership is prior to June 17, 1972, you may be eligible for a five-year final average salary that:

- Can include certain payments excluded from the three-year FAS, provided the payments are made by the end of the calendar year of retirement. If part of any termination payments are made after the calendar year of retirement, only that part paid by the end of the calendar year will be used in the calculation of a five-year final average salary. (added 6/29/2000)
- Is not subject to the limitation in salary increases of the three-year FAS.
- Will be used automatically if higher than the three-year FAS.

Consultations and Seminars

Video Consultations – Meet virtually with a counselor located at Seminar Headquarters in Albany. Private video consultations are available year round. To schedule a video consultation at one of the sites listed below call 1-800-348-7298 x 6100 for available dates. Be sure to bring the following to your appointment:

- A photo ID such as a driver's license
- Your latest Member Annual Statement
- Salary information by school year (7/1-6/30) (see back of packet)
- Dollar amounts for incentives
- Your questions

LOCATIONS

HOLBROOK

Eastern Suffolk BOCES
15 Andrea Road

GARDEN CITY

Nassau BOCES
Administrative Center
71 Clinton Road

WESTHAMPTON BEACH

Eastern Suffolk BOCES
215 Old Riverhead Road

Western Suffolk BOCES
31 Lee Avenue
Wheatley Heights, NY 11798

Maximum or Other Options

At retirement you will choose either the maximum or an option. There are many factors you should consider, including your needs and goals and those of your beneficiary (ies), other sources of income, your health and age at retirement and the need for flexibility. You should begin planning early and carefully analyze the choices before you make your final decision.

- The maximum benefit provides the largest monthly payments to you for life but no payment to a beneficiary, except as may be provided by the death benefit (Tier 2, 3, and 4 only).
- An option reduces your benefit for your lifetime (except for pop-up option) while providing a possible payment to a beneficiary at your death. Options serve some of the purposes of life insurance. The reduction depends on the potential amount and type of beneficiary payment.
- Whatever your choice, your benefit payments will continue for your lifetime.
- You cannot change your choice after the last day of the month in which your retirement is effective, even if your circumstances change.

Maximum Benefit

It provides the highest payment for your lifetime. There is no option payment to the beneficiary (ies). Retirement benefit payments cease at your death.

Lump Sum Options

Tier 1 Declining Reserve - the balance of your total reserve (the pension reserve and your Annuity Savings Fund, if any) will be paid to your beneficiary (ies) if you die before you receive it yourself. If you have a life-threatening illness, choosing the Declining Reserve (4%) provides the largest payment to your beneficiary if you die early in retirement.

Tiers 1 and 2 Annuity Reserve - if you have an Annuity Savings Fund and leave it in the System at retirement, the balance will be paid to your beneficiary (ies) if you die before you receive it yourself. You may name multiple primary and/or contingent beneficiary (ies); they may be changed.

Guarantee Period Options

If you die during the first five or ten years in retirement, your beneficiary receives your reduced benefit for the balance of the five or ten-year period. You may name one primary beneficiary and multiple contingent beneficiary (ies); they may be changed.

Survivor Options

You name one beneficiary only. Upon your death, your beneficiary receives a percentage of your benefit for life. The beneficiary must be named by the end of the month in which you retire and may never be changed.

Pop-Up Survivor Options

Same as Survivor Options, except that your benefit reverts to the maximum if you survive your beneficiary.

Alternative Option

Any option can be modified to meet your needs. You can provide a fixed lump sum of your choice, subject to the value of your pension, to be paid to your beneficiary (ies). The alternative option specifying "the largest guaranteed lump sum payment to the beneficiary" is the option that allows a Tier 2, 3 or 4 member who is critically ill to provide the greatest payment to a beneficiary.

It must be approved by the Retirement Board.

Applying For Retirement

To begin receiving payments, you must file a retirement application with the System at least 30 days, but no more than 90 days, prior to your date of retirement.

You can obtain an "Application for Retirement"

- From your employer.
- At any TRS individual consultation.
- With a retirement benefit estimate request.
- By calling our forms hotline 800-782-0289.
- From the System Web Site.

On the application

- Indicate your choice of the maximum benefit or an option and sign it in the presence of a notary.
- If you are a Tier 1 or 2 member and have an Annuity Savings Fund, indicate if you wish to withdraw the balance at retirement.
- You must complete the "Direct Deposit Authorization Agreement"* for deposit of your monthly retirement payment in your savings or checking account.
- You should complete the "Withholding Election and Certificate" (W-4P)* indicating whether you want federal income taxes withheld from your payments.
- You may change your option selection by filing an "Election of Retirement Benefit" no later than the last day of the month in which you retire. If you wish to withdraw your retirement application or change your retirement date, you must do so in writing prior to beginning retirement.

* If your application doesn't include these forms, they will be sent to you automatically when we receive your application.

During Retirement

Direct Deposit

Your retirement benefit is paid by direct deposit. On the last working day of each month your payment is automatically deposited into your savings or checking account. The dates of deposit are listed in Compact, the retiree newsletter, and on their Web site.

Receiving Payments

It takes approximately six months to fully process a retirement application. It may take longer if you have outstanding prior service or other information needing clarification.

Until the system can verify your latest salary information and audit your records, your payments will be approximately 95% of your estimated benefit (excluding pay for unused leave or retirement incentives). The estimate is based on a three-year final average salary. Also, if there is a statewide incentive, the additional service will not be included unless you retire before age 55. After they audit your records, they will calculate your actual benefit and pay you any retroactive benefits due. The retroactive benefits will be included with your regular monthly benefit, not a separate payment.

Taxes and Your Retirement Benefit

- Your benefit is exempt from New York State income tax.
- It is subject to federal income tax. You may have your taxes withheld from your monthly payments or you may make quarterly estimated tax payments.
- If you move to another state in retirement, your benefit will be subject to that state's tax laws.

Earnings in Retirement

Service Retirement

You can have **unlimited earnings** from the following types of employment:

- Private
- Out-of-state
- Federal government
- Elected public office in New York State
- Independent contractor for a public employer if your date of membership is prior to May 31, 1973 (all such contracts must be reviewed by TRS before the employment begins)
- All employment if you are age 70 or older

Your earnings may be limited if you return to work for a New York State public employer.

You are subject to either Section 211 or 212 of the Retirement and Social Security Law.

Under **Section 212** - you can earn up to a certain limit each calendar year in a position of public service on a temporary or occasional basis, not regular (contractual) employment. The limit is set each year by the Legislature. In 2000 the limit is \$17,000.

Under **Section 211** - you can exceed the above limit if your employer obtains approval from the agency that has jurisdiction over the employment (the office of the Commissioner of Education for NYS public school teaching). The approval may be granted for periods up to two years, but not commencing until at least six months after your date of retirement. There is still a limit if you return to work for your former employer

Getting More TRS Information

New York State Teachers' Retirement System
10 Corporate Woods Drive
Albany, New York 12211-2395

When calling, please have your membership or Social Security number available.

800-348-7298

(518) 447-2900 (Albany Area Calls)

Retirement Estimates	Ext. 6020
Prior Service	Ext; 6030
Transfer-in and Reinstatement	Ext. 6040
Transfer-out	Ext. 6050
Military Service	Ext. 6060
Member Service Credit	Ext. 6075
Loan Information	Ext. 6080
Membership Withdrawals	Ext. 6090
In-service Death Benefit Info	Ext. 6110
Income Tax Information	Ext. 6120
Beneficiary Information	Ext. 6130
General Information	Ext. 6250
Video Consultations	Ext. 6100

800-348-7298

Pre retirement Seminars	Ext. 6180
Legislation	Ext. 6200
Earnings after Retirement	Ext. 6150
Direct Deposit	Ext. 2980

800-782-0289 Hotline

Form Requests/Recorded Messages/Latest News/Web Site

Three Village Teachers Retirement Incentive

Review and act upon the provisions of the TVTA Contract agreement. This can be found in the current contract, Article XXVI.

In summary, the article provides:

- Teachers who have served a minimum of 15 years in Three Village, 20 years in the New York State Teacher's Retirement System and are eligible to retire without a penalty shall receive;
- Payment for unused accumulated sick days that an individual teacher has in his/her sick bank as of June 30 of the year of retirement up to 330 days at the amount of one day's pay for every four days of unused accumulated sick days
- Any Teacher who becomes eligible during this school year may extend this incentive for one year by submitting a request to the Board of Education by December 1. Extension will be granted at the discretion of the Board of Education.

Article XXX – Unused Sick Leave Upon Retirement

- Full-time Teachers who record their intention to retire in writing to the Superintendent's office at least one hundred twenty (120) days prior to their planned retirement date, shall be paid at the rate of \$100 per day for unused sick days that have accumulated during their employment not to exceed 300 days or the maximum amount of \$30,000. To be eligible for this benefit, the employee must be both eligible to retire under the provisions of the New York State Teachers' Retirement System and subsequently retire under same.

* Please note: The retirement incentive is considered non-elective compensation and by IRS regulations must be sheltered when paid out and must be paid out to all eligible employees in the same manner and through the same financial company. The retiree will then assume control of the funds and can choose to manage them as you see fit. The payment for unused sick time can be either sheltered or paid as regular compensation and taxed accordingly. We strongly recommend speaking to your financial advisor early on in your year of retirement to make adjustments needed to accommodate this compensation.

Retired Teachers Insurance

Retired teachers of the District shall be entitled to health benefits to the same extent as active teachers (Article XXII C1) provided that they have at least ten (10) years of consecutive service with the District immediately preceding retirement or at least fifteen (15) years of total service to the District immediately preceding retirement. As to teachers with an effective date after January 8, 2008, eligibility shall be limited to those who have at least fifteen (15) years of service with the District immediately preceding retirement. The amount is the same percentage as the individual teacher contributed during the last year of his/her employment

Please note that the health insurance becomes secondary at age 65. At this time Medicare becomes your primary coverage. Once you become eligible, you must enroll in Medicare. If you do not, your benefits under the district plan will be drastically reduced. Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance). You should elect **both** Parts A and B when enrolling.

The current practice in order to hold insurance at any time in retirement is that all employees must retire while actively enrolled in the district provided health insurance. If you currently do not hold insurance it is important that no later than December of your retirement year you reach out to the benefits office at extension 4034 to apply for coverage. There will subsequently be a three month waiting period, three months holding coverage as an active employee and at least one month of holding coverage as a retiree. Once that process is complete the employee can choose to drop coverage but can rejoin at a later date if their life circumstances require it. The employee rejoins at the contribution rate they paid at the time of their retirement.

Paraprofessionals

Terminal Allowance

Paraprofessionals hired prior to Feb 1, 2008 with a minimum of ten (10) years of service with the District shall be paid a terminal allowance of \$50 per day for each day of accumulated unused sick leave up to a maximum of 190 days.

Notification shall be given to the District by February 1, if possible.

All requirements of the New York State Teachers Retirement System apply to Paraprofessionals.

Paraprofessionals are entitled to health insurance in retirement on the same basis as teachers. Their contribution rate is equal to the rate of contribution during the last year of his/her employment as a paraprofessional.

A sample letter of resignation for the purpose of retirement can be found in Appendix C.

Teaching Assistants

Terminal Allowance

Teaching Assistants with a minimum of ten (10) years of service with the District shall be paid a terminal allowance of \$50 for the life of this agreement for each day of accumulated unused sick leave up to a maximum of 190 days.

Teaching Assistants with a minimum of fifteen (15) years of service with the District shall be paid a terminal allowance of \$75 per day for each day of accumulated unused sick leave up to a maximum of 170 days. For those assistants with at least twenty (20) years of service with the district, payment shall be at the rate of \$100.00 per day provided in addition to termination of employment, assistants simultaneously retire from the NYSTRS,

Notification shall be given to the District by February 1, if possible.

All requirements of the New York State Teachers Retirement System or the New York State Employees Retirement System, whichever system the teaching assistant qualifies for will apply.

Teaching Assistants who opted into the health insurance plan, in retirement will pay the same percentage rate as per the last year of employment. Eligibility for health insurance in retirement shall be limited to those teaching assistants with at least 15 years of consecutive service in the unit immediately preceding retirement. Prior full time uninterrupted employment in Three Village shall be included in the calculation.

All TVTA Members

All other insurances (life, dental & vision) are available to retired teachers under Group Insurance rates at the cost of the retiree. Information will be sent directly to you by the carrier and you will have 60 days after retirement to exercise such options.

You should be aware that the value of the life insurance policies provided by the District decreases in value with age. The life insurance policies through TVTA do not have an age reduction.

Check List

- Determine eligibility for retirement and incentive.
- Contact the NYS Teachers' Retirement System for an estimate.
- Submit irrevocable notification of retirement to the district by February 1.
- File a retirement application with the NYS Teachers Retirement System at least 30 days, but no more than 90 days prior to your date of retirement.
- Determine which benefits you wish to continue. You will receive notification from the carrier.
- Review your Social Security Status. There is a Social Security Office in Patchogue at 75 Oak Street and at 5188 East Main Street in Riverhead. The toll-free number is 1-800-772-1213.
- Complete a bank depository agreement for direct deposit of your retirement check. These are available from the Retirement System.
- Notify TVTA and Faine Christie/Linda Tulloch at North Country Office of any change of address.

Important Telephone Numbers

Faine Christie/Linda Tulloch District Benefits	(631) 730-4034
NYST Retirement System	1-800-348-7298 or 518-447-2900
New York State United Teachers	(631) 273-8822
Social Security	1-800-772-1213
TVTA Office	(631) 751-6154

Appendix A

Teacher Irrevocable Notification of Retirement (First Eligible)

- A. Must be filed on or before February 1 of the year of retirement.
- B. Such letters should always be sent certified mail, return receipt or hand delivered to the Superintendent's office (please request a time-stamped copy if it is hand delivered).
- C. Always keep a copy of your certified letters.

See example following

Dr. Kevin Scanlon
Superintendent of Schools
Three Village Central School District
100 Suffolk Ave.
Stony Brook, NY 11790

Dear Dr. Scanlon,

According to Article XXVI of the collective bargaining agreement between the Three Village Board of Education and the Three Village Teachers Association, I am eligible for the retirement incentive.

This letter is to inform you of my intent to resign for the purposes of retirement. My last day of working will be June 30, 2027, and my retirement will be effective on July 1, 2027, with the understanding that I will receive the retirement incentive and all benefits as provided in the current contract.

Sincerely,

cc: Gary Dabrusky, Assistant Superintendent of Human Resources
Brian Pickford, TVTA President

Appendix B

Request for a One-Year Extension

- A. Must be filed on or before **December 1**, of the year you first become eligible.
- B. Such letters should always be sent certified mail, return receipt or by hand delivery to the Superintendent's office.
- C. Always keep a copy of your certified letters.

See example following

Dr. Kevin Scanlon
Superintendent of Schools

Three Village Central School District
100 Suffolk Ave.
Stony Brook, NY 11790

Dear Dr. Scanlon,

My records indicate I will be eligible to retire as of June 30, 2027.

It is my understanding that this retirement may be extended for a one-year period upon approval by the Board of Education. I formally request that you and the Board of Education grant this extension on my behalf. If granted, please consider this a letter of resignation for the purposes of retirement, effective June 30, 2028, with the understanding that I will receive the retirement incentive and all benefits as provided in the collective bargaining agreement between the Board of Education and the TVTA.

Thank you for your consideration.

Sincerely,

cc: Gary Dabrusky
Brian Pickford, TVTA President

Appendix C

Paraprofessional Irrevocable Notification of Retirement

- A. Must be filed on or before February 1 of the year of retirement.
- B. Such letters should always be sent certified mail, return receipt or hand delivered to the Superintendent's office.
- C. Always keep a copy of your certified letters.

See example following

Dr. Kevin Scanlon
Superintendent of Schools
Three Village Central School District
100 Suffolk Ave.
Stony Brook, NY 11790

Dear Dr. Scanlon,

It is my intention to retire from my paraprofessional position, effective June 30, 2027, my retirement will therefore become effective on July 1, 2027 contingent upon my eligibility to receive the terminal allowance and all benefits as provided by the current contract.

If acceptable, please consider this an irrevocable notice of resignation for the purpose of retirement.

Sincerely,

cc: Gary Dabrusky, Assistant Superintendent of Human Resources
Brian Pickford, TVTA President

Appendix D

Teaching Assistant Irrevocable Notification of Retirement

- A.** Must be filed on or before February 1 of the year of retirement, if possible.
- B.** Such letters should always be sent certified mail, return receipt or hand delivered to the Superintendent's office.
- C.** Always keep a copy of your certified letters.

See example following

Dr. Kevin Scanlon
Superintendent of Schools
Three Village Central School District
100 Suffolk Ave.
Stony Brook, NY 11790

Dear Dr. Scanlon,

This letter is to inform you of my intent to resign for the purposes of retirement. My last day of working will be June 30, 2027, and my retirement will be effective on July 1, 2027 contingent upon my eligibility to receive the terminal allowance and all benefits as provided by the current contract.

If acceptable, please consider this an irrevocable notice of resignation for the purpose of retirement.

Sincerely,

cc: Gary Dabrusky, Assistant Superintendent of Human Resources
Brian Pickford, TVTA President

