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**CORRECTIONS OFFICER RETIREMENT PLAN (CORP)**  
**SUMMARY OF BENEFITS**

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10/2011

**Summary Topics**

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**Average Monthly Salary**

Employees who became a member of the Plan on or before December 31, 2011, an average of your highest 36 consecutive months of salary within the last 10 years (i.e., 120 months) of service. A.R.S. § 38-881(7).

Employees who became a member of the Plan on or after January 1, 2012, an average of your highest 60 consecutive months of salary within the last 10 years (i.e., 120 months) of service.

Salary includes base wages, shift and military differential pay, holiday and overtime pay that is paid a member for personal services rendered in a designated position to a participating employer on a regular monthly, semi-monthly or biweekly payroll basis. For the purposes of computing retirement benefits, "base salary" does not include any extra monies, including overtime pay, shift differential pay, holiday pay, fringe benefit pay (such as uniform allowance, cell phone or mileage reimbursement) and similar extra payments. A.R.S. § 38-881(41).

**Benefit Increase / Cost of Living Adjustment (COLA)**

A retired member or survivor of a retired member may receive an increase (COLA) if monies are available (See A.R.S. § 38-905). However, effective July 1, 2013 (A.R.S. § 38-905.02) and each July 1 thereafter, as long as there are no monies left to pay under the old COLA structure (See A.R.S. § 38-905), a COLA will be issued as long as the following criteria have been met:

- Retired members who became a member on or before December 31, 2011, or the survivor of a retired member, was receiving benefits on or before July 31 of the two previous years, OR was 55 or older on July 1 of the current year and receiving benefits on or before July 31 of the previous year.
- Retired members who became a member on or after January 1, 2012, or the survivor of a retired member, was 55 or older on July 1 of the current year and is receiving benefits, OR the retired member was under 55 on July 1 of the current year, was receiving an accidental disability retirement benefit and was receiving benefits on or before July 31 of the two previous years, OR a survivor was under 55 on July 1 of the current year, is the survivor of a member who was killed in the line of duty and was receiving benefits on or before July 31 of the two previous years.

The increase will be calculated based on (if there are insufficient earnings to cover the maximum increases, the percentage increase is limited to the earnings available):

- If the ratio of the actuarial value of assets to liabilities is 60-64% and the total return is more than 10.5% for the prior fiscal year, 2% maximum increase to all eligible retirees and survivors.
- If the ratio of the actuarial value of assets to liabilities is 65-69% and the total return is more than 10.5% for the prior fiscal year, 2.5% maximum increase to all eligible retirees and survivors.
- If the ratio of the actuarial value of assets to liabilities is 70-74% and the total return is more than 10.5% for the prior fiscal year, 3% maximum increase to all eligible retirees and survivors.
- If the ratio of the actuarial value of assets to liabilities is 75-79% and the total return is more than 10.5% for the prior fiscal year, 3.5% maximum increase to all eligible retirees and survivor.
- If the ratio of the actuarial value of assets to liabilities is 80% or more and the total return is more than 10.5% for the prior fiscal year, 4% maximum increase to all eligible retirees and survivors

From and after December 31, 2015, legislature may enact permanent one-time benefit increases after an analysis of the effect of the increase on the Plan by the Joint Legislative Budget Committee (JLBC). A.R.S. § 38-905.03.

### **Contributions**

Through June 30, 2011, all non-dispatchers shall contribute 8.41% and all full-time dispatchers shall contribute 7.96% of salary to the Plan on a pre-tax basis by payroll deduction. A.R.S. § 38-891(H).

After June 30, 2011, all non-dispatchers shall contribute, on a pre-tax bases basis by payroll deduction, 8.41% of salary and dispatchers 7.96%, or 50% of the member's total contribution from the previous fiscal year and the combined employer contribution rate, whichever is lower. The employee contribution rate shall not be less than 7.65% of the member's salary and the employers shall contribute a percent of salary determined by actuarial valuations to ensure proper funding for the Plan (but not less than 6% of the employee's salary). (For any employer whose actual contribution rate is less than 6%, that employer's contribution rate shall be at least 5% and not more than the employer's actual contribution rate.) For more detailed information in regard to the contributions rates for employee and employers see A.R.S. § 38-891.

### **Credited Service**

Service in a designated position for which member contributions have been made to the Plan, or transferred to the Plan from another retirement system for public employees of this state. A.R.S. § 38-881(11).

### **Death Benefits**

#### ***ACTIVE Member:***

- Spouse's Pension

The surviving spouse of an active member will receive a monthly benefit for lifetime which is 40% of the member's average monthly salary. If the member was killed in the line of duty, the spouse will receive 100% of the member's average monthly benefit compensation. A.R.S. § 38-888,

OR

- Guardian Benefit

If there is no surviving spouse and there is at least one eligible child, a guardian benefit of 40% of the member's average monthly salary will be paid to the guardian of the eligible child(ren) until the child turns 18, or until the age of 23 if the attending full-time school between the ages of 18 and 23.

If a guardian benefit is paid to a disabled child (the child's disability occurred prior to the age of 23) and remains a dependent of the guardian, the benefit is payable for the lifetime of the child. A.R.S. § 38-904(B)

OR

- Balance of Contributions

If there is no surviving spouse or eligible child(ren), the member's named beneficiary on file will receive two times the member's contributions. A.R.S. § 38-904(A and B).

Note: Divorce automatically terminates the ex-spouse as the member's beneficiary. To maintain an ex-spouse as a beneficiary, you **must** complete a *Beneficiary Designation Form* after the date of the divorce.

**INACTIVE Member (non-contributing status at the time of death):**

- Balance of Contributions

If the member was inactive, the member's named beneficiary on file will receive two times the member's contributions. A.R.S. §§ 38-881(27) and 38-904(A).

Note: Divorce automatically terminates the ex-spouse as the member's beneficiary. To maintain an ex-spouse as a beneficiary, you **must** complete a *Beneficiary Designation Form* after the date of the divorce.

**RETIRED Member:**

- Spouse's Pension

The surviving spouse of a retired member will receive 80% of member's pension benefit for lifetime. Requires two consecutive years of marriage at time of death. A.R.S. § 38-887,

OR

- Guardian Benefit

If there is no surviving spouse, or the pension of the surviving spouse is terminated, a guardian benefit (80% of member's pension) may be paid to the guardian of the surviving unmarried child(ren) until the child(ren) turns 18, or until the age of 23 if attending full-time school between the ages of 18 and 23.

If a guardian benefit is paid to a disabled child (the child's disability occurred prior to the age of 23) and remains a dependent of the guardian, the benefit is payable for the lifetime of the child. A.R.S. §§ 38-881(18) and 38-904(B),

OR

- Balance of Contributions

If there is no surviving spouse or eligible child(ren), the member's named beneficiary on file will receive the balance of the member's accumulated contributions less the pension payments made to the member. If there is no beneficiary, the balance of the member's accumulated contributions will be paid to the legal representative of the last surviving individual who was being paid the benefit. A.R.S. § 38-889.

Note: Divorce automatically terminates the ex-spouse as the member's beneficiary. To maintain an ex-spouse as a beneficiary, you **must** complete a *Beneficiary Designation Form* after the date of the divorce.

**Disabilities**

- **Accidental**

A physical or mental condition which totally and permanently prevents an employee from performing a reasonable range of duties within the employee's department, that was incurred in the performance of the

employee's duties, or was the result of either physical contact with inmates, or responding to a confrontational situation with inmates, or a job-related motor vehicle accident, and was not the result of a physical or mental condition that existed or occurred before the employee's date of membership in the Plan. A.R.S. § 38-881(1).

Eligibility for an accidental disability will be determined by the Local Board upon an independent medical examination. The monthly benefit is 50% of the member's average monthly salary. (There is no credited service requirement.) The Local Board may require periodic medical re-evaluations until the member reaches age 62. Accidental disability terminates if the Local Board finds the retired member no longer meets the requirements for the disability benefit. A.R.S. § 38-886.

- **Total and Permanent**

A physical or mental condition which totally and permanently prevents a member from engaging in any gainful employment, that is in the direct and proximate result of the member's performance of the employee's duties and is not the result of a physical or mental condition or injury that existed or occurred before the member's date of membership in the Plan. A.R.S. § 38-881(44).

Eligibility for a total and permanent disability will be determined by the Local Board upon an independent medical examination. The monthly benefit is 50% of the member's average monthly salary. (There is no credited service requirement.) The Local Board may require periodic medical re-evaluations until the member reaches age 62. The total and permanent disability terminates if the Local Board finds the retired member no longer meets the requirements for the disability benefit. A.R.S. § 38-886.

- **Ordinary**

A physical condition which totally and permanently prevents an employee from performing a reasonable range of duties within the employee's department, or a mental condition that totally and permanently prevents the employee from engaging in any substantial gainful activity, and was not the result of a condition that existed or occurred before the employee's date of membership in the Plan. Dispatchers disabled on/after September 21, 2006 and non dispatchers disabled on/after September 26, 2008 may qualify for an ordinary disability. A.R.S. §§ 38-881(30) and 38-886.01.

Eligibility for an ordinary disability will be determined by the Local Board upon an independent medical examination. The benefit is a percentage of normal retirement and based on the employee's years of credited service divided by 20 (except for a full-time dispatcher or a person who becomes a member on or after January 1, 2012). The full-time dispatchers or a person who becomes a member on or after January 1, 2012, are divided by 25). The Local Board may require periodic medical re-evaluations until the member reaches age 62. Ordinary disability terminates if the Local Board finds the retired member no longer meets the requirements for the disability benefit. A.R.S. § 38-886.01.

## **Divorce / Domestic Relations Order**

If the member has been involved in a divorce(s), please provide the CORP with a complete copy of the Divorce Decree(s) and any attachments or exhibits if referenced in the Decree(s). Upon receipt, additional correspondence will be provided to the parties. If the retirement account is required to be split, a Domestic Relations Order (DRO) will need to be prepared. To ensure that the language in the DRO is acceptable, it is recommended to provide the CORP with a draft copy of the DRO for review and approval prior to submitting it to the court. A.R.S. § 38-910.

## **DROP (Reverse Deferred Retirement Option Plan)**

Beginning July 1, 2006, through June 30, 2016, the CORP shall offer the Reverse Deferred Retirement Option Plan (Reverse DROP) to members that are eligible for a normal pension (who is not awarded an accidental, ordinary or total and permanent disability pension) and have at least 24 or more years of credited service (dispatchers must have at least 25 years) may elect to participate in the Reverse DROP. Under the Reverse DROP, the member must voluntarily and irrevocably elect to terminate employment and receive a normal retirement upon participation in the Reverse DROP. The Reverse DROP date that is the first day of the month immediately following completion of 24 years of credited service (for dispatchers, 25 years of credited service) or a date not more than 60

consecutive months before the date the member elects to participate in the Reverse DROP, whichever is later.

The member's pension will be calculated using the factors of credited service and average monthly benefit compensation in effect on the Reverse DROP Date. The lump sum distribution is credited as though it accrued monthly from the Reverse DROP date to the date the member elected to participate in the Reverse DROP (plus interest equal to the yield on a 5-year Treasury note as of the first day of the month as published by the Federal Reserve Board).

Neither the member nor the employer is entitled to a refund of contributions made between the Reverse DROP date and the date the member elects to participate in the Reverse DROP. A.R.S. § 38-885.01.

## Eligibility

Designated positions for the following employers that elect to join the Plan are eligible to participate in the CORP if the employee's customary employment is for at least 40 hours per week, or as defined by statute. A.R.S. § 38-881(13):

- For a County: A county detention officer and non-uniformed employee's of a sheriff's department whose primary duties require direct inmate contact.
- For the State Department of Corrections and the Department of Juvenile Correction: Specific positions are eligible to participate. Refer to the statute for specific positions.
- For a City or Town, a City or Town Detention Officer.
- For an employer of an eligible group as defined in A.R.S. § 38-842, full-time dispatchers.
- For the judiciary, probation, surveillance, and juvenile detention officers and those positions designated by the Local Board.
- For the Department of Public Safety, state detention officers.

Dispatchers hired after November 24, 2009 must participate in the Arizona State Retirement System. A.R.S. § 38-902(C).

## Health Insurance

Pursuant to A.R.S. §§ 38-906, 38-651.01 and 38-782, retirees and survivors under the Plan that elect group health insurance and/or accident insurance coverage through the Arizona State Retirement System group plan (ASRS), the Arizona Department of Administration (ADOA) group plan, or a group plan through an employer of the CORP, the Plan will pay up to the following Premium Benefit amount:

| <b>Single</b>         | <b>Premium Benefit</b> | <b>Family</b>                | <b>Premium Benefit</b> |
|-----------------------|------------------------|------------------------------|------------------------|
| Not Medicare Eligible | \$150.00/month         | All Not Medicare Eligible    | \$ 260.00/month        |
| Medicare Eligible     | \$100.00/month         | All Medicare Eligible        | \$170.00/month         |
|                       |                        | One with or without Medicare | \$215.00/month         |

## Joinders

Specific positions and employers may participate in the CORP if the governing body of the employer enters into a joinder agreement to bring such employees into the CORP. The joinder agreement shall be in accordance with the provisions of this Plan. The transfer of the Arizona defined benefit state retirement System or Plan shall be transferred within ninety days after the employer's effective date. A.R.S. § 38-902.

## Refund

**Employees who became a member on or before December 31, 2011**, pursuant to A.R.S. § 38-884, upon termination of employment (for any reason other than death or retirement) within 20 days after filing an application with the CORP, the member will receive a lump-sum payment of accumulated contributions (less any benefits paid or any amounts owed to the Plan) - thus, forfeiting all membership rights and credited service in the Plan upon receipt of refund of contributions. If the member has five or more years of credited service, an additional percentage of contributions will be refunded to the member according to the member's years of service as stated below:

- 5 to 5.9 years of service = 25% of additional member contributions
- 6 to 6.9 years of service = 40% of additional member contributions
- 7 to 7.9 years of service = 55% of additional member contributions
- 8 to 8.9 years of service = 70% of additional member contributions
- 9 to 9.9 years of service = 85% of additional member contributions
- 10 or more years of service = 100% of member contributions plus 3% interest if left on deposit after 30 days

**Employees who became a member on or after January 1, 2012**, pursuant to A.R.S. § 38-884(E), upon termination of employment (for any reason other than death or retirement) within 20 days after filing an application with CORP, shall receive a lump-sum payment of ONLY their accumulated contributions (less any benefits paid or any amounts owed to the Plan) - thus, forfeiting all membership rights and credited service in the Plan upon receipt of refund of contributions. The member will NOT receive the additional percentage of contributions as stated above.

Note: Arizona Revised Statutes do not allow a CORP member to borrow against your retirement account. A refund of your contributions can only be paid to you upon termination of your employment with the CORP employer.

## Request to Remain in CORP

The local board of the state department of corrections, or the department of juvenile corrections may specify a position within the department as a designated position if the position is filled by an employee who has at least five years of credited service under the Plan, is transferred to temporarily fill the position, provides a written request to the local board (within ninety days of being transferred) to specify the position as a designated position. When the employee leaves the position, the position is no longer a designated position. A.R.S. § 38-891(E). (*Form C20*)

The local board of the state department of corrections, or the department of juvenile corrections may specify a designated position within the department as a non-designated position if the position is filled by an employee who has at least five years of credited service under the Arizona State Retirement System and who provides a written request to the local board (within ninety days of being transferred) to specify the position as a non-designated position. When the employee leaves the position, the position reverts to a designated position. A.R.S. § 38-891(F).

The local board of the judiciary may specify positions within the Administrative Office of the Courts (AOC) that require direct contact with and primarily provide training or technical expertise to county probation, surveillance or juvenile detention officers as a designated position if the position is filled by an employee who is a member of the Plan currently employed in a designated position as a probation, surveillance or juvenile detention officer that has at least five years of credited service under the Plan. An employee who fills such a position shall make a written request to the local board to specify the position as a designated position within ninety days of accepting the position. When the employee leaves the position, the position reverts to a non-designated position. A.R.S. § 38-891(G).

## Retirement and Deferred Annuity

### EMPLOYEES WHO BECAME A MEMBER ON OR BEFORE DECEMBER 31, 2011

#### RETIREMENT

Pursuant to A.R.S. §§ 38-881 (7, 11, 27, 28, 41 and 43) and 38-885, retirement benefits will commence the first day of month following termination of employment and based upon the following:

- **20 years of credited service but less than 25 years of credited service, or 80 points (age plus credited service) if membership date is on/after 8/9/01:** 50% of the member's average monthly salary plus 2% of member's average monthly salary multiplied by each year of credited service over 20 (include fractional years).
- **25 years of credited service for dispatchers, or 80 points (age plus credited service) if membership date is on/after 8/9/01:** 50% of the member's average monthly salary plus 2.5% of member's average monthly salary multiplied by each year of credited service over 20 (include fractional years). (12-years maximum so that the benefit does not exceed the 80% of the average monthly salary)
- **20 years of service but less than 20 years of credited service, or 80 points if membership date is on/after 8/9/01:** Member's average monthly salary multiplied by each year of credited service (include fractional years) multiplied by 2.5%.
- **80 points (age plus credited service) if membership date is PRIOR to 8/9/01:** Member's average monthly salary multiplied by each year of credited service (include fractional years) multiplied by 2.5% (maximum 75% of average monthly salary).
- **Age 62 with 10 years of service but less than 20 years of credited service:** Member's average monthly salary multiplied by each year of credited service (include fractional years) multiplied by 2.5%.

Note: The maximum pension is capped at 80% of the average monthly salary (which a person would receive at 32 years of credited service).

#### DEFERRED ANNUITY

Inactive members (not making contributions to the Plan) that have at least 10 years of credited service may elect to receive a Deferred Annuity at the age of 62. This annuity is a lifetime monthly payment that is actuarially equivalent to the member's accumulated contributions in the Plan plus an equal amount paid by the employer. This annuity is not a retirement benefit and annuitants are not entitled to survivor benefits, benefit increases, or the group health insurance subsidy. A.R.S. § 38-911(A).

NOTE FOR "INACTIVE" MEMBERS: For important death-benefit information, please refer to the Death Benefit section under "Inactive Member."

### EMPLOYEES WHO BECAME A MEMBER ON OR AFTER JANUARY 1, 2012

#### RETIREMENT

Pursuant to A.R.S. §§ 38-881 (7, 11, 27, 28, 41 and 43) and 38-885, retirement benefits will commence the first day of month following termination of employment and based upon the following:

- **Age 62 with 10 years of service:** 62.5% of the member's average monthly salary plus 2.5% of the average monthly salary multiplied by each year of credited service over 25 (include fractional years).
- **Age 52.5 with 25 or more years of credited service:** 62.5% of the member's average monthly salary plus 2.5% of the average monthly salary multiplied by each year of credited service over 25 (include fractional years).

- **Age 52.5 with 25 years of service but less than 25 years of credited service:** Average monthly salary multiplied by the member's total credited service multiplied by 2.5%.

Employees who became a member on or after January 12, 2012 are **not** eligible for a "Deferred Annuity." However, a member who attains the service requirement for a normal retirement, but does not meet the age requirement, may elect to leave contributions on account until reaching the age requirement and then elect to receive a retirement benefit (survivor benefits, benefit increases, or the group health insurance subsidy). A.R.S. § 38-911(B).

### **Return to Work after Retirement**

A retired member may become re-employed and continue to receive a pension if the employment occurs 12 months or more after retirement. The retired member shall not contribute to the fund and shall not accrue credited service. A.R.S. § 38-884(K).

If a retired member becomes employed by an employer in a designated position before twelve months after retirement, the retired member's pension shall be suspended during reemployment in a designated position and the retired member shall not make contributions to the Plan nor accrue credited service during such reemployment. A.R.S. § 38-884(K).

Retired CORP members that returned to work, entitled to continue to receive a pension from the Plan pursuant to Laws 2006, Chapter 241, section 1 and who is employed by an employer of the CORP as of 9/30/2009 is entitled to again begin receiving the retired member's pension from the Plan effective 9/30/2009. (HB 2326, Section 12, Previous return to work retirees).

Effective July 20, 2011, the employer is required to pay an **alternate contribution rate** on behalf of a retired member who returns to work in any capacity in a designated position ordinarily filled by an employee. The current alternate contribution rate is 6.0%. A.R.S. § 38-891.01.

Effective July 20, 2011, the premium benefit (subsidy) will not apply if the retired member or survivor is reemployed and participates in health care coverage provided by the member's or survivors new employer. A.R.S. § 38-906(D).

### **Salary**

Salary is defined as the base salary/wages, shift differential pay, military differential and holiday pay paid to an employee for personal services rendered in a designated position to a participating employer on a regular monthly, semimonthly or biweekly payroll basis. For the purposes of the paragraph above, "base salary/wages" means the amount of compensation each member is regularly paid for personal services rendered before the addition of any extra monies, including overtime pay, shift differential, holiday pay, sale of compensatory time, fringe benefit pay and similar extra payments. A.R.S. § 38-881(41).

### **Service Purchase (also see Transfers)**

- **Purchase of Prior Active Military Service (Form 18)**

Members with at least 10 years of credited service with the Plan may purchase up to 60 months of credited service for periods of active military service performed before employment with their current employer (even if the member receives a military pension). A.R.S. § 38-907(A).

Active members may also receive credited service limited to 60 months if ordered/volunteered to active military service while working for the current employer if the criteria is met pursuant to A.R.S. § 38-907. The member shall pay the members contributions, upon which the employer shall make employer contributions. If member performs military service due to presidential call-up, the employer shall make the employer and employee contributions not to exceed 48 months pursuant to A.R.S.38-907 (G). For more information, contact your employer.

- **Purchase of Prior Service from an Out-of-State Agency (Form COSS)**

Active members with at least 10 years of credited service with the Plan that have previous service with an agency of the U.S. Government, a state of the U.S., or a political subdivision of a state of the U.S. as a full-time paid corrections officer, or full-time paid certified peace officer may elect to redeem up to 60 months of any part of the prior service if the prior service is not on account with any other retirement system. A.R.S. § 38-909.

- **Purchase of Prior Forfeited Service within the SAME Retirement Plan**

If a former member becomes RE-EMPLOYED with the SAME EMPLOYER and, within two years after the former member's termination date and applies with the Plan (within ninety days of reemployment), may elect to purchase all of the previously forfeited credited service. The amount required to reinstate the credited service is the amount previously withdrawn plus interest at the rate of 9% compounded annually from the date of withdrawal to the date of repayment and the reimbursement is required to be paid within 1-year from the date of reemployment. A.R.S. § 38-884(I). (Form C1B)

OR

If the statutory requirements above are not met, the member may still purchase some or all of the previously forfeited credited service calculated based on an amount computed by the Plan's actuary to equal the actuarial present value of the account. A.R.S. § 38-884(J). (Form C2)

- **Purchase of Service Between the Arizona Retirement Plans/Systems (Form U2)**

Members of any of the four Arizona state retirement System/Plans that have credited service under another Arizona state retirement System/Plan may redeem the credited service to their current Arizona state retirement System/Plan by paying the full actuarial present value of the credited service into the current Arizona retirement System/Plan with the approval of the CORP or governing board. A.R.S. § 38-922.

### **Taxation of Retirement Benefits**

All CORP retirement benefits in excess of \$2,500 annually will be subject to Arizona state tax. A.R.S. §§ 38-896, and 43-1022.

### **Transfers (also see Service Purchase)**

- **Transfer of Contributions Between CORP Employers (Form C1A)**

A member who terminates employment with an employer and accepts a position with the same or another employer participating in the Plan shall have their credited service transferred to their record with the new employer if they leave their accumulated contributions on deposit with the Plan. The period not employed shall not be considered as credited service. A.R.S. § 38-908.

- **Transfer of Service Between the Arizona Retirement Plans/Systems (Form U2)**

Members of any of the four Arizona state retirement System/Plans that have credited service under another Arizona state retirement System/Plan may transfer the credited service to their current Arizona state retirement System/Plan by transferring the full actuarial present value of the credited service into the current Arizona retirement System/Plan with the approval of the CORP or governing board. A reduced credited service amount may be transferred based on the transfer of the actuarial present value of the credited service under the prior Arizona state System/Plan. A.R.S. §§ 38-921 and 38-922.

- **Transfer of Service Between Municipal Retirement Systems & Special Retirement Plans (Form U2A)**

An active or inactive member of a retirement System or Plan of a municipality of this state (*i.e.*, *City of Phoenix and City of Tucson*) or of the CORP may transfer the service to their current retirement System or Plan based on the member's accumulated contributions plus interest, or the member may elect a reduced service amount to be transferred based on the actuarial present value. A.R.S. §§ 38-923 and 38-924.

This is not an official version of the Arizona Revised Statutes.  
If there are any differences or discrepancies, the official version will prevail.