

Memorandum of Understanding Between Rocklin Unified School District And Rocklin Teachers Professional Association

In the Matter of Early Retirement Notification November 16, 2022

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District), hereafter "Parties," enter into this Memorandum of Understanding (Agreement) regarding notice of intent to retire from Rocklin Unified School District.

As provided in this Agreement, the District has an interest in understanding as soon as possible which employees, if any, intend to retire at the conclusion of the 2022-23 school year, so that the District may efficiently make staffing decisions and minimize layoffs as a result of the declining enrollment within the Rocklin Unified School District. Therefore, the Parties have agreed as follows:

- 1. Any unit member, employed as of the date the Parties enter into this Agreement, who submits an early notification of their decision to retire and a resignation/retirement letter between November 28, 2022 and January 15, 2023, shall receive a payment of \$2,500.00 less applicable payroll taxes and other required deductions, to be paid out on March 17, 2023. In order to qualify for this Early Retirement Notification payment, the unit member must:
 - a. Be 55 years of age or older, and
 - b. Must be eligible for, apply for, and receive CalSTRS service retirement at the conclusion of the 2022/2023 school year, and
 - c. The employee must submit his/her irrevocable letter of resignation/ retirement between November 28, 2022 and January 15, 2023, which shall be binding when delivered to the District via email or personal delivery to the Associate Superintendent of Human Resources, Tony Limoges, without any further action by the District. The letter of resignation shall say the following with no additional words or conditions of any kind: "I resign from employment with the Rocklin Unified School District effective at the end of the 2022-23 school year." It must be signed by the employee.
 - d. The employee must complete the 2022-23 school year in active service and paid status with the District, with the last day of employment being the end of the work year for 2022-23, or no later than June 30, 2023.
 - e. All employees who submit a letter or resignation/retirement understand and agree that they have irrevocably resigned from District employment as of the end of the 2022-23 school year and have no further rights to seek or hold District employment.
- 2. By adopting and/or implementing this Agreement, the District makes no representations or other warranties, express or implied, regarding the tax or retirement effects of any employee's participation or election not to participate in this Early Retirement Notification program. All employees shall be responsible for determining the tax and/or retirement impacts of this early retirement agreement.
- 3. Nothing in this Agreement shall constitute or create a past practice or be deemed precedential in any manner whatsoever or in future collective bargaining matters.

- 4. This Agreement shall not be effective unless and until it has been approved by the District's Governing Board and by RTPA.
- 5. The District will execute required documents on behalf of the District and to take whatever additional actions are necessary to effectuate the Early Retirement Notification program and to maintain compliance with all relevant laws.
- 6. The undersigned parties represent that they have read and understand the terms of this Agreement.
- 7. This option is available only for the 2022-23 school year in accordance with the conditions in this Agreement. If this Agreement is not signed by both parties and ratified by RTPA by the close of business on November 17, 2022 this Agreement will be null and void.

Date: 11/17/2022

Date: 11/17/2022

Rocklin Teachers Professional Association

Date:

11/17/22

Rocklin Unified School District