

MEMORANDUM OF UNDERSTANDING BETWEEN POMONA UNIFIED SCHOOL DISTRICT AND THE ASSOCIATED POMONA TEACHERS

REGARDING PAYMENT FOR DECLARATION OF RETIREMENT

With the shared interest of further harmonious labor relations between Pomona Unified School District ("District") and the Associated Pomona Teachers ("APT") (referred to collectively as "the Parties"), this Memorandum of Understanding ("MOU") confirms the understanding of the Parties regarding payment for declaration of retirement provided under Article 9.5 of the collective bargaining agreement ("CBA") between the Parties.

The Parties agree as follows:

1. Article 9.5 provides in relevant part:

"Members will be eligible for a five percent (5%) off-schedule payment during the last year of service with the District, provided the member has completed twenty-five (25) years of credited service ***and has tendered an irrevocable letter of resignation at least ten (10) months in advance of the June 30th in which the member plans to retire.***" (Emphasis added.)

2. To facilitate the payment for declaration of retirement under Article 9.5, the Parties agree that:

- a. In the event that school consolidation occurs, from June 15 through June 30, 2023 (referred to herein as the "extended eligibility window"), the contractual requirement under Article 9.5 that members provide an irrevocable letter of resignation at least (10) months in advance shall be temporarily suspended for those members directly impacted by school consolidation.
- b. During the extended eligibility window, members with the requisite work experience under Article 9.5, and who otherwise meet all eligibility requirements and Paragraph 2(a), may submit irrevocable letters of resignation to be eligible for a five percent (5%) off-schedule payment.
- c. Members who qualify for the off-schedule payment provided under Article 9.5 shall receive the five percent (5%) off-schedule payment following Board ratification of their retirement. The five percent (5%) off-schedule payment provided under Article 9.5 shall be in the form of a separate pay warrant.
- d. This MOU shall sunset upon the closing of the extended eligibility window.

MOUs, side letters and Agreement language between the Parties, not identified herein, are unaffected by the terms of this MOU. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, or administrative or legal proceeding, as evidence of past practice or intent of the Parties or meaning or application of the Agreement.

The following signatures represent a MOU between the Pomona Unified School District and the Associated Pomona Teachers.



Silvia San Martin
Interim Assistant Superintendent
Pomona Unified School District

6-1-23

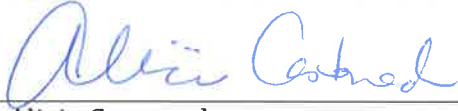
Date



Wei-Tsu Loh
APT Chapter President

6-1-23

Date



Alicia Castaneda
Principal on Assignment- HR
Pomona Unified School District

6-1-23

Date



Timi King
APT Negotiations Chairperson

6-1-23

Date



Yolanda Horn
APT Negotiations Team Member

6/1/23

Date



Jeanette Goss
APT Negotiations Team Member

6/1/23

Date



Rosalinda Keeler
APT Negotiations Team Member

6/1/23

Date



Donovan Macleod
APT Negotiations Team Member

6/1/23

Date



Rita Torres
APT Negotiations Team Member

6-1-23

Date

ORIGINAL