

Memorandum of Understanding
between
Palisades Charter High School
and
Palisades Educational Support Personnel United

Early Retirement Incentive

August 18, 2020

Palisades Charter High School (PCHS) and Palisades Educational Support Personnel United (PESPU) hereby agree to the following Memorandum of Understanding (MOU), creating an early retirement incentive plan (“Plan”) for classified employees as set forth below. This Plan is designed to make a contribution to help eligible PESPU bargaining unit members retire early, and to reduce personnel costs to PCHS to offset the cost of the Plan.

This program is voluntary, and is open to all permanent classified employees who are at least 59 years of age on the effective date of their resignation from employment, who have served as a PCHS employee for fifteen (15) years or more, and who are in paid status on the date this MOU is signed.

Implementation of the Plan is contingent on a level of participation that is sufficient for both objectives of the Plan to be met, namely making a contribution to help eligible PESPU bargaining unit members retire early, and reducing personnel costs to PCHS to offset the cost of the Plan.

Plan Benefit

The Plan benefit to eligible employees, if it proceeds after the process described below, will be a one-time cash payment equal to 80% of his/her highest year’s salary as an employee at PCHS. Participants may have the incentive payment paid directly to the participant, or may have the incentive deposited directly into the participant’s 403(b) savings plan, IRA, etc. to the extent permitted by law.

Plan Process

The Plan will proceed as follow:

1. Eligible unit member electing the Plan must submit a form entitled Intent to Retire/Resign Pursuant to the Early Retirement MOU, attached to this MOU, no later than September 11, 2020, with an effective date of retirement/resignation no later than October 30, 2020.

2. In compliance with the Older Workers Benefit Protection Act, each unit member who elects to submit his/her retirement/resignation pursuant to this MOU has the opportunity to withdraw his/her intent to retire/resign on or before September 18, 2020. The revocation must be in writing and received no later than 5:00 p.m. on September 21, 2020. After that date, the agreement to retire/resign and receive the plan is final and irrevocable if the Plan proceeds.
3. After the dates specified in Section 2, above, PCHS and PESPU will meet and confer regarding the cost and savings that will be realized if the Plan proceeds. Specifically, the parties will determine whether the cost of the incentive payments to participating eligible employees, plus the estimated cost in the 2020-2021 school year of employees who replace participating eligible employees, is roughly equal to or less than the 2020-2021 school year cost of the salaries of the eligible participating employees (i.e. the cost if none of the participating employees retire or resign). If the result is roughly equal or a savings if the Plan proceeds, the Plan will proceed and the agreements to retire/resign and received by the eligible participants will be final and irrevocable.
4. If the process described in Section 3 above results in the Plan not proceeding:
 - a. The agreements to retire/resign submitted by the eligible participants will be considered revoked, and the eligible participants will remain PCHS employees unless they choose to submit a final and irrevocable resignation despite the Plan not moving forward.
 - b. PCHS and PESPU will meet and discuss whether a modification of the Plan is feasible that will likely result in sufficient participation to meet the goal of reducing personnel costs to PCHS to offset the cost of a revised Plan.

Miscellaneous Provisions

1. PCHS and PESPU specifically agree that PCHS has not made any representations or given any advice as to the tax or retirement consequences of the Plan to any individual employee, that PCHS is not responsible for or liable for any such tax or retirement consequences to employees, and that PCHS recommends that members consult their own tax preparation professional, retirement counselor, or other legal advisor with respect to the effect(s), if any, of the Plan on their individual tax responsibility or the retirement implications for long term income.
2. The parties to this MOU stipulate that this MOU is unique to the existing circumstances and neither the fact of this MOU nor its contents in whole or in part, or PCHS's actions in furtherance of its obligations under this MOU shall be construed to be or used by PESPU or its unit members as evidence of any precedent or past, present or future practice, procedure or offering on the part of PCHS. This MOU shall not be admitted in any tribunal as evidence of any of the above except if PESPU contends that PCHS violated this MOU.
3. An eligible employee who chooses to retire/resign pursuant to this Plan represents and agrees that he/she has carefully read and fully understands all of the provisions of this

Agreement, that he/she has been given the opportunity to fully discuss the contents of this Agreement with an independent representative or attorney of his/her choice, and that he/she is voluntarily entering into this MOU without coercion, duress, or undue influence.

4. PCHS and PESPU have cooperated in the drafting and preparation of this MOU. In any construction to be made of this Agreement, the same shall not be construed against PCHS or PESPU.
5. This MOU constitutes the entire understanding between the parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their MOU, and supersedes all prior agreements, written or oral, between the Parties. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral and written, express or implied, are hereby superseded.
6. This MOU is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Should any provision of this MOU be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be in any way affected thereby.
7. The parties acknowledge that this MOU requires the approval of the PESPU Executive Board and the PCHS Board of Trustees.

FOR PCHS

FOR PESPU

Pamela Magee

Date

Kevin Lorick

Date

Intent to Retire/Resign Pursuant to the Early Retirement MOU

I have read and understand the terms and conditions of the Early Retirement MOU and the early retirement incentive plan ("Plan") between PESPU and PCHS, which MOU is incorporated here as if fully set forth.

I am qualified to participate in the Plan according to that MOU, and I hereby submit my intent to retire/resign between September 12, 2020 and October 30, 2020.

Based upon my choice of date for the retirement/resignation, I will comply with the notice and revocation dates set forth in the Plan.

I acknowledge that I have been provided at least 21 days to consider this retirement/resignation under the MOU, and if I have signed it sooner I hereby voluntarily waive the 21-day period. I understand that I have been provided at least 7 days following the signing of this form to revoke it. I understand that revocation must be in writing and provided to the PCHS Director of Human Resources.

I agree to execute all related documents to effectuate this agreement.

Date MOU Terms Received _____ Initials _____

Date of Retirement/Resignation _____ Initials _____

Acknowledgement of right to revoke as set out in Agreement _____ Initials _____

Employee Signature

Date

Employee (print name here)

PCHS Signature/Acceptance

Date