

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this \_\_\_\_\_ day of June, 2022 by and between the Upper Arlington Education Association (“Association”) and the Upper Arlington City School District Board of Education (“Board”).

**WHEREAS**, the Association and the Board are parties to a collective bargaining agreement (“Agreement”)

**WHEREAS**, the Agreement contains a provision in Article XI, Section 11.16 for a Retirement or Separation Incentive; and

**WHEREAS**, the Agreement contains a provision in Article XI, Section 11.10 for Severance Pay; and

**WHEREAS**, it has come to the Parties’ attention that certain bargaining unit members may have to delay the collection of their first retirement check from an Ohio retirement system due to not having met the age requirement for being able to collect an unreduced retirement benefit; and

**WHEREAS**, the Parties wish to honor the intent of the Agreement and ensure that staff members receive their retirement payout as negotiated; and

**WHEREAS**, the Parties wish to memorialize their agreement.

**IT IS NOW THEREFORE AGREED** as follows:

1. A bargaining unit member who meets the following qualifications shall be subject to the terms and conditions as outlined in this MOA:
  - a. Any bargaining unit member who is utilizing the Retirement or Separation Incentive contained in Article XI, Section 11.16 (a) and Article XI, Section 11.16 (b), for the purpose of retirement, and
  - b. That same bargaining unit member is not eligible to collect their first unreduced retirement benefit check from the Ohio retirement system until September 1 or later during the same calendar year, but not later than January 5 of the following calendar year, shall have the following provisions apply:
    - i. After receiving the first unreduced retirement check from the Ohio retirement system, the individual bargaining unit member will submit a letter or other evidence from STRS that is satisfactory to the Treasurer that indicates the bargaining unit member has not worked for any employer who contributes to the same retirement system (STRS) during the period of the bargaining unit member’s last contract day with the Board until the date of the first retirement benefit check.
    - ii. Should the first retirement check be issued September 1 – January 5 of the months immediately following the bargaining unit member’s last contract day, the Board shall not be required to make payment as required in Article XI, Section 11.16 (c). Rather, payment shall be made no later than sixty (60) days from the submission of the letter or other evidence to the Board.

- iii. Payment of the Retirement or Separation Incentive shall be made according to the terms of the Accumulated Leave Plan provisions contained as an MOA in the Agreement between the parties.
  - c. For any bargaining unit member meeting the criteria in Sections 1 (a) and (b) of this MOA, and who also qualifies for the Severance payment provision contained in Article XI, Section 11.10 of the Agreement, the following additional language shall apply.
    - i. Any bargaining unit member who submits the required confirmation of their retirement status as required in Article XI, Section 11.10 (d) and as additionally required via Section 1 (b)(i) of this MOA between January 1 and January 5 of the calendar year immediately following the school year during which the employee provided notice of intent to retire may receive their severance payment as outlined in Article XI, Section 11.10 (a) 1 no later than the last regularly scheduled pay day in March following the calendar year in which eligibility for severance pay is established.
    - ii. Payment of Severance shall be made according to the terms of the Accumulated Leave Plan provisions contained as an MOA in the Agreement between the parties.
- 2. Notwithstanding anything to the contrary in this MOA, any bargaining unit member subject to this MOA is still required to meet the qualifications and requirements of Sections 11.16 and 11.10 of the Collective Bargaining Agreement to be eligible to receive the Retirement or Separation Incentive under Article XI, Section 11.16 and Severance Pay under Article XI, Section 11.10.
- 3. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. This MOA shall not affect the interpretation of the Collective Bargaining Agreement, is based on the particular circumstances of this case and will not be used against the Association or Board as past practice or precedent.
- 4. This MOA shall be in full force and effect for the term of the current Agreement.
- 5. The provisions of the Collective Bargaining Agreement not altered by this MOA shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

**For the Board:**

\_\_\_\_\_  
 Superintendent                      Date

**For the Association:**

\_\_\_\_\_  
 Co-President                      Date

\_\_\_\_\_  
 Co-President                      Date