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MEMORANDUM OF UNDERSTANDING BETWEEN FRESNO UNIFIED SCHOOL DISTRICT AND FRESNO TEACHERS ASSOCIATION-SOCIAL WORKERS (FTA-SW)

EARLY NOTICE OF RETIREMENT FOR THE 2024-2025 SCHOOL YEAR

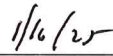
The Fresno Unified School District (“District”) and Fresno Teachers Association-Social Workers (“FTA-SW”) hereby agree to implement an Early Notice of Retirement Allowance for the 2024 – 2025 school year under the terms and conditions set forth below in this Memorandum of Understanding (“MOU”).

1. The parties agree that it is in the interest of the District and the students it serves to encourage early notice of employee retirement: thereby facilitating the District’s staffing efforts for the following school year.
2. The purpose of this MOU is to establish an Allowance as an incentive to encourage employees to **timely notify** the District as soon as possible of their retirement as of the end of the 2024 – 2025 school year as defined in paragraph 5 below.
3. The Allowance provided for early notice of retirement shall be as follows:
 - a. Submission by February 1, 2025= \$1,000
 - b. Submission by March 1, 2025 = \$700
 - c. The Allowance amounts set forth in paragraphs 3(a) and (b) above apply to full-time employees: part-time employees shall receive the appropriate prorated Allowance based on their FTE (full time equivalency).
4. As used in this MOU, “submission” of early notice of retirement means that:
 - a. The FUSD “Notice of Resignation Form” is completed in compliance with this MOU. The form can be accessed at the following web link:
FUSD Retirements / Resignation Form
 - b. The completed document is **received by** the Fresno Unified School District, Human Resources Office by close of business on one of the deadline dates specified in paragraph 3 above; and
 - c. Such delivery may be by email, U.S. Mail, certified mail, personal delivery or other means; however, it is the sole responsibility of the employee to attain proof of receipt by the District by the deadline date.
5. In order to qualify for an allowance under this MOU, any early notice of retirement submitted must specify an effective retirement date as of the end of the 2024 2025 school year, which, for the sole purpose of this MOU, is defined to mean:
 - a. At the earliest, the end of the last student attendance day for the 2024 – 2025 school year; or
 - b. At the latest, at the end of the day on July 31, 2025.
6. Notwithstanding any provisions that may be construed to the contrary which may be contained in collective bargaining agreements, Board Policy, rule, regulation or any similar document, submissions of retirement for purposes of qualifying for an allowance under this MOU shall be **irrevocable** by employee once they have been received by the District as set forth in paragraph 4 above and approved by the Board of Education.

7. In order to qualify for an Allowance under this MOU, an employee must resign from the District **and retire** from active employment by entering into retirement status in the STRS or CalPERS retirement program.
8. Employees who qualify for an Allowance under this MOU will receive their allowance check along with the last regular pay warrant for the month of June 2025.
9. The Allowance amounts shall be adjusted by all legally required withholdings and tax deductions; however, since the allowance does not qualify as “creditable compensation” under relevant statutes, there shall be no withholding for STRS or CalPERS contributions.
10. The MOU is effective only for the 2024 – 2025 school year unless the parties agree in writing to continue these provisions in future years.



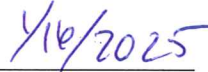
Manuel Bonilla, President
Fresno Teachers Association



Date



David Chavez
Chief of Human Resources/Labor Relations
Fresno Unified School District



Date