

MEMORANDUM OF UNDERSTANDING BETWEEN SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE DESERT AREA TEACHERS ASSOCIATION

Effective January 1, 2020 through June 30, 2020

The Sierra Sands Unified School District (“District”) and the Desert Area Teacher’s Association (“DATA”) (hereafter collectively referred to as “the Parties”), hereby enter into this Memorandum of Understanding (“MOU”) related to unit member salaries during the 2019-20 school year in accordance with the terms of this MOU.

RECITALS

WHEREAS, on September 10, 2019, the District and DATA reached a negotiated Tentative Agreement to conclude contract negotiations for the 2019-20 school year concerning, among other things, a two percent (2%) salary increase to unit member salaries for the 2019-20 school year;

WHEREAS, on November 27, 2019, the District implemented the two percent (2%) increase to all unit member salaries thereby increasing their monthly salary by two percent with the issuance of November pay warrants;

WHEREAS, on December 13, 2019, the District issued a retroactive payment to unit members intending to compensate them for the two percent (2%) salary increase for the months of August, September, and October, but inadvertently included the full salary increase for the entire 2019-20 school year within that retroactive payment;

WHEREAS, on December 30, 2019, the District issued December pay warrants to all unit members, which included the two percent (2%) salary increase described above;

WHEREAS, a dispute has arisen between the District and DATA regarding the District’s implementation of the two percent (2%) salary increase, the implications of that implementation, and the District’s recovery of the portion of the retroactive payment in the months of November and December, 2019;

WHEREAS, the Parties seek to avoid the time and expense of prolonged litigation and resolve all known or unknown claims or disputes between them for valuable consideration, the sufficiency of which is hereby acknowledged, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS

1. The Recitals above are true and incorporated by reference as though set forth in full herein.
2. Through the District's December 13, 2019 retroactive payment, unit members have received the entire two percent (2%) salary increase provided through the September 10, 2019 Tentative Agreement for the 2019-20 school year. As a result of the overpayment, unit member's regular monthly pay warrants beginning January 31, 2020 and ending on June 30, 2020 will be issued based on the applicable 2018-19 salary schedule for the unit member's classification within the District. Unit member's 2019-20 Column and Step placement will be not be impacted by the use of the 2018-19 salary schedule. For example, if a unit member is at Column 2, Step 3 for the 2019-20 school year, the individual's pay warrants during the time period specified in this MOU will reflect Column 2, Step 3 of the applicable 2018-19 salary schedule. Additionally, the 2019-20 Differentiated Pay salary schedule and any other negotiated salary changes reached in the September 10, 2019 Tentative Agreement will remain in effect at the 2019-20 collectively bargained rate.
3. The District will withdraw any pending efforts, and avoid future efforts, to recover the above-described salary overpayments issued in November and December, 2019, in exchange for the terms described herein, unless compelled to do so. DATA waives any and all known and unknown claims and causes of action related to the implementation of, and compliance with, the September 10, 2019 Tentative Agreement so long as the District complies with the terms of this MOU. DATA's waiver is made notwithstanding section 1542 of the California Civil Code which provides in part:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
4. The District makes no representations regarding the federal or state tax consequences of this MOU and the payments described herein. In addition to, and not in place of, the waivers described in this MOU, DATA specifically waives any and all claims related to the tax consequences of this MOU and the payments described herein.
5. The District makes no representations or assurances as to any unit member's eligibility with respect to STRS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service with the District. Further, the District makes no representations or assurances as to effect of this MOU and/or the payments described herein on any unit member's entitlement to STRS benefits, the amount of those benefits, and/or receipt of STRS credits and/or benefits. In addition to, and not in place of, the waivers described in this MOU, DATA specifically waives any and all claims related to the consequences of this MOU and the payments described herein on any unit member's STRS eligibility and/or STRS credits and/or benefits.
6. This MOU is entered into by the Parties for the purpose of compromising and settling any and all existing and potential disputes related to the District's compliance with the September 10, 2019 Tentative Agreement, the payments described herein, and any and all

implications of those payments. This MOU does not constitute, nor shall it be construed as, an admission of liability by any party for any purpose.

7. This MOU is not precedent setting and establishes no past practice. With the exception of the terms contained herein, all other terms of the Collective Bargaining Agreement and any currently effective MOUs, if any, remain unchanged.
8. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.
9. This MOU constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this MOU.

Agreed:

FOR THE DISTRICT



Dave Ostash, Ed.D
Superintendent
Sierra Sands Unified School District

Date: Jan. 14, 2020

**FOR THE DESERT AREA
TEACHERS ASSOCIATION**



Eileen Poole
President, Desert Area Teachers
Association (DATA)

Date: 1-15-2020