

**Impact of Implementation of Salary Payments in Twelve Equal Monthly Payments
(Reference: Contract, Appendix A Salary Rules, sections 6.01, 7.034(A).)**

1. The purpose of this MOU is to provide a method for the District to collect salary overpayments made to unit members hired on or after July 1, 2003 who choose to be paid in 12 monthly installments and who do not render the service necessary to be compensated for 12 months.
2. This MOU is necessary since "12-pay" unit members begin receiving compensation before they begin providing service. This can occur as follows: In their first year of employment the unit member is on 10-pay. In the second year and thereafter, if the unit member chooses 12-pay, he/she will begin receiving pay in July, even though service will not begin, and the compensation will not be earned until August/September. However, if such unit members do not return to service in August/September, they will have been overpaid.
3. The parties agree that "12 pay" unit members will be required to receive compensation through direct deposit and shall be required to sign any required authorization. The unit member will also be required to sign an affidavit granting the District the ability to withdraw funds from the member's bank account (a direct debit authorization) to recapture the overpayments described herein.
4. The affidavit shall include provisions that notify the unit member of the District's ability to pursue any and all legal remedies against a unit member who violates the terms of the affidavit and/or his/her employment contract with the District. Such remedies include but are not limited to pursuing recovery of overpayment and reporting the unit member to the Commission on Teaching Credentials.
5. The parties agree that either party is free to open negotiations over Appendix A, including the subject of the manner in which "12-pay" unit members are paid.

Robert A. ...
6/24/04

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