

**SETTLEMENT AGREEMENT BETWEEN
MILPITAS UNIFIED SCHOOL DISTRICT AND
MILPITAS TEACHERS ASSOCIATION, CTA/NEA**

**COMPUTATION OF MASTER'S DEGREE STIPEND
AND LENGTH OF SERVICE CREDITS**

January 20, 2017

This Settlement Agreement between the Milpitas Unified School District (District) and the Milpitas Teachers Association, CTA/NEA (Association) sets forth the terms of settlement of a dispute between the parties regarding the correct computation of the Master's Degree Stipend and Length of Service Credits provided under the parties' Collective Bargaining Agreement (CBA).

The parties agree as follows:

1. Article 5 (Compensation), sections (D) and (E) of the CBA set forth, respectively, the computations for the Master's Degree Stipend and Length of Service Credits based on 5.4% of the first step, Range 1 on the Certificated Salary Schedule (Schedule). Length of Service Credits begin at Step 15 and increase by an additional 5.4% of step 1 Range 1 of the salary schedule at steps 19, 22, 25, 28 and 30.
2. The Schedule referenced in Article 5, as noted in paragraph 1 above, is attached and incorporated into the parties' CBA as Appendix A. The dollar amounts appearing on the Schedule for the Master's Degree Stipend and Length of Service Credits, however, do not reflect the 5.4% computation set forth in Article 5 as referenced in paragraph 1 above. Instead, the dollar amounts reflect an historical artifact of beginning teacher salary based on specialized state funding which no longer exists.
3. The District and Association acknowledge that each of them has and can put forth credible rationale for construing the CBA according to the express language of Article 5 on the one hand (the Association), and the precise dollar amounts that appear on the Schedule (the District) on the other hand.
4. Rather than asserting the primacy of these different constructions, however, and in order to avoid the time, expense and disruption that would ensue with the filing of grievances and/or litigation, the parties wish to resolve their differences amicably through this Settlement Agreement on the following terms:
 - a. 2016-2017: The dollar amounts currently appearing on the 2015-2016 Schedule for the Master's Degree Stipend and Length of Service Credits shall, according to past practice, be increased by the negotiated percentage increase to the Schedule for the 2016-2017 school year.
 - b. 2017-2018: Effective July 1, 2017, the dollar amount on the 2017-2018 Schedule for the Master's Degree Stipend shall be \$2700 and Length of Service Credits shall be \$2700 beginning at Step 15 and increase by an additional \$2700 at steps 19, 22, 25, 28 and 30.
 - c. 2017-2018: The dollar amounts set forth in paragraph 4 (b) above shall automatically be increased by the negotiated percentage increase to the Schedule commencing with the 2017-2018 school year unless negotiated otherwise by the parties.

5. Neither the Association nor the District admits any wrongdoing regarding the facts and circumstances leading to this disagreement and this Settlement Agreement.
6. This Settlement Agreement constitutes a clear and unambiguous waiver and a release of any and all claims or actions by the Milpitas Teachers Association, CTA and NEA as the exclusive representative and on behalf of all its unit members regarding calculations related to the subject matter of this Settlement Agreement.

[Dates and signatures] 11:45 am

TA'D

TA'd

1/20/17

Diana M. Delant


1/20/17

M^{rs} Adel Ruz
1/20/17