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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BARSTOW COMMUNITY COLLEGE DISTRICT AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 176**

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March 9, 2022

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The Memorandum of Understanding is hereby entered into between the Barstow Community College District and the California School Employees Association and its Chapter 176 pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties.

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RETIREMENT INCENTIVE 2021-2022


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Notwithstanding and in addition to the provisions of the Collective Bargaining Agreement, the parties agree that there shall be a one-time retirement incentive to be offered to full-time unit members in consideration for the District receiving a letter of resignation from a unit member ("Resignee") on or before March 31, 2022. The terms of the proposal are as follows:

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1. This offer is available only to active unit members who are at least 55 years of age and have provided a minimum of ten years continuous service with the District immediately preceding retirement. The District may, at its discretion, extend participation in this program to employees who otherwise qualify based on age factor, and would complete ten years of service within the subsequent fiscal year.
 2. The attached resignation letter (Attachment A) must be signed, dated and turned into the Superintendent/President by the Resignee on or before Thursday, March 31, 2022, by 4:00 p.m. The letter must indicate that the resignation is irrevocable and that the Resignee's last day of service for the District will be effective immediately upon the last day of the 2021-2022 fiscal year, June 30, 2022.
 3. In consideration of receiving said letter from Resignee the District agrees to pay the Resignee a lump sum payment based on years of service as stated below, less statutory withholdings. Part-time unit members electing to participate in the incentive shall receive a pro-rated payment equivalent to their assignment, e.g. a unit member assigned 50% a full-time assignment (0.50 FTE) shall receive a lump sum payment of one-half the incentive amount specified below:
 - Up to 14 years of service = \$10,000
 - 15-19 years of service = \$15,000
 - 20-24 years of service = \$20,000
 - 25-30 years of service = \$25,000
 - 30+ years of service = \$30,000
 4. As a condition to accepting this retirement incentive, a Resignee must agree to a mutual waiver of all known or unknown claims that he or she may have against the District arising prior to the effective date of retirement.
 5. The District offers this retirement incentive as a clearly defined method to create savings and reduce deficit spending in a fiscally responsible and transparent manner. The District has the unilateral right and discretion to retract the incentive offer, and to rescind this MOU, should the overall participation fail to substantially meet the District's financial and operational objectives as determined by the District on or before April 15, 2022.
 6. In the event the incentive is retracted, unit members shall be notified within fifteen (15) calendar days. In such an event, all resignation/retirement letters will be revoked, and all impacted unit members shall continue employment in their regular assignments.
 7. It is expressly understood that the District's obligations under this Agreement are strictly limited to those set forth above. Resignees are responsible for the payment of any and all federal, state and local taxes, if any, that may result from his or her participation in this retirement incentive.

57 8. It is expressly understood that this is a one-time, non-recurring retirement proposal. This memorandum
58 of understanding shall not be considered precedent setting, nor will it establish a status quo, but instead
59 shall sunset and have no force or effect after June 30, 2022.
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61
62 FOR THE DISTRICT

63 
64 [Jennifer Burchett \(Mar 9, 2022 11:17 PST\)](#)

65 Jennifer Burchett

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67
68 Joshua Taylor

69 
70 [Eva Bagg \(Mar 9, 2022 11:04 PST\)](#)

71 Dr. Eva Bagg
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FOR THE ASSOCIATION

Jessica Tainatongo

Jessica Tainatongo – Chapter #176 President

Adrienne Rodriguez
[Adrienne Rodriguez \(Mar 9, 2022 10:39 PST\)](#)

Adrienne Rodriguez

Michelle Berndt

Michelle Berndt

Stephanie Ingalls

Stephanie Ingalls

Danielle Jeffers

Danielle Jeffers

Shadee Johnson

Shadee Johnson

ATTACHMENT A

To: Board of Trustees, Barstow Community College District
Dr. Eva Bagg, Superintendent/President

FROM: _____

Date: _____
(No later than March 31, 2022)

RE: Resignation 2021-2022

I, _____, hereby irrevocably resign from all employment with the Barstow Community College District (District). It is my intent to resign from the District in accordance with the Memorandum of Understanding entered into between the District and the California School Employees Association and its Chapter 176 (CSEA) on March 9, 2022.

1. My last day of service to the District will be June 30, 2022.
2. I understand that in consideration of tendering the District my letter of resignation, I will receive a lump sum payment based on years of service, as indicated in the MOU between CSEA and the District (or prorated amount), less statutory withholdings.
3. I understand the obligations of the District under this agreement shall not survive my death.
4. I understand that the District's obligations under this proposal are strictly limited to those set forth above.
5. I understand that by accepting this proposal, I am, on behalf of myself, my successors, heirs, assigns, executors, administrators and/or estate, hereby irrevocably and unconditionally releasing, acquitting and forever discharging the Governing Board, the District, and each administrator, agent, Board member, employee, representative, attorney, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), known or unknown, that directly or indirectly arise out of, relate to or concern my employment or termination of employment with the District, which I have, own or hold, or at any time heretofore had, owned or held against the Releasees up to the date on which I execute this resignation, including without limitation, express or implied:
 - a. All claims for: breach of express or implied contract; promissory estoppel; fraud, deceit or misrepresentation; intentional, reckless or negligent infliction of emotional distress; breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; interference with contractual or advantageous relations; discrimination on any basis or retaliation under federal, state or local law, including without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, as amended, and the California Fair Employment and Housing Act, Cal. Gov't. Code Sections 12940, et seq., as amended; and all claims for defamation or damaged reputation.
 - b. Any claims under the Age Discrimination Employment Act (ADEA). In accordance with the Older Worker's Benefit Protection Act of 1990, I am aware of the following with respect to my release of any claims under the ADEA: (1) I have the right to consult with an attorney before signing this resignation and agreeing to the terms of the incentive, and that to the extent I do sign this resignation and agree to the terms of the incentive, I have either done so or expressly declined to do so; (2) I have 21 days to review and consider this resignation and my release of any ADEA

137 claim, and that I may use as much of this 21-day period as I wishes prior to signing, (3) for a
138 period of 7 days following execution of this resignation, I may revoke the resignation, and the
139 resignation shall not become effective or enforceable with respect to the claims under the ADEA
140 until the revocation period has expired; (4) this resignation will become effective as to any ADEA
141 claim 8 days after it is signed by both parties, and in the event the parties do not sign on the same
142 date, then this resignation shall become effective as to any ADEA claim 8 days after the date it is
143 signed by me. Thereafter, I understand that I do not have any right to revoke my waiver of any
144 claim under the ADEA and that it will be binding upon me and the District. In addition, it is agreed
145 and understood between the parties that in the event I revoke this resignation or my
146 release/waiver of any age discrimination claims, this resignation shall have no force or effect.

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148 (c) I further hereby acknowledge that I are familiar with Section 1542 of the California Civil Code,
149 which reads as follows:

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151 **A general release does not extend to claims which the creditor does not know or**
152 **suspect to exist in his favor at the time of executing the release, which if known by**
153 **him must have materially affected his settlement with the debtor.**
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155 I further acknowledge and agree that the effect of this provision is that I am hereby implementing a full and
156 complete release and discharge of the Releasees, and expressly acknowledging that this resignation is intended
157 to include in its effect, without limitation, all claims which that I do not know or suspect to exist in my favor arising
158 out of my employment with the District, and that this resignation contemplates the extinguishment of any such
159 claim or claims. Nothing in this paragraph shall act as a bar to an action for breach of this resignation or the
160 MOU, nor act as a release of liability for denial of any rights or obligations afforded the parties under this
161 resignation.

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163 Finally, I understand that I am accepting this incentive containing this general release voluntarily, with full
164 knowledge of its significance, and with the express intention of effecting the extinguishment of any and all claims.

165
166 _____
167 (Signature)

166 _____
167 (Date)

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170 _____
171 (Print name)

172
173 cc: Personnel File












BCC/CSEA Retirement Incentive 2021-2022


Final Audit Report

2022-03-09

Created:	2022-03-09
By:	Joshua Taylor (jtaylor@ericksonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvPhvg496aPBh8WoeLMc11n6v2uyYhBUT

"BCC/CSEA Retirement Incentive 2021-2022" History


-  Document created by Joshua Taylor (jtaylor@ericksonlaw.com)
2022-03-09 - 6:31:12 PM GMT- IP address: 98.186.149.84
-  Document emailed to Joshua Taylor (jtaylor@ericksonlaw.com) for signature
2022-03-09 - 6:34:14 PM GMT
-  Document emailed to Jennifer Burchett (jburchett@barstow.edu) for signature
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-  Document emailed to Eva Bagg (ebagg@barstow.edu) for signature
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-  Document emailed to Jessica Tainatongo (jtainatongo@barstow.edu) for signature
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-  Document emailed to Adrienne Rodriguez (arodriguez2@barstow.edu) for signature
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-  Document emailed to Michelle Berndt (mberndt@barstow.edu) for signature
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-  Document emailed to Stephanie Ingalls (singalls@barstow.edu) for signature
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-  Document emailed to Danielle Jeffers (djeffers@barstow.edu) for signature
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-  Document emailed to Shadee Johnson (sjohnson@csea.com) for signature
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Signature Date: 2022-03-09 - 6:39:35 PM GMT - Time Source: server- IP address: 66.75.17.58

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Signature Date: 2022-03-09 - 7:04:28 PM GMT - Time Source: server- IP address: 207.233.50.3

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2022-03-09 - 7:16:48 PM GMT- IP address: 207.233.50.3

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Signature Date: 2022-03-09 - 7:17:04 PM GMT - Time Source: server- IP address: 207.233.50.3

 Document e-signed by Michelle Berndt (mberndt@barstow.edu)

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✔ Agreement completed.

2022-03-09 - 7:18:01 PM GMT