

APPENDIX “F”

**HISTORICAL
MEMORANDUM OF UNDERSTANDING**

MOU’S



Silver Valley Unified School District

35320 Daggett-Yermo Road, P.O. Box 847, Yermo CA 92398

PHONE: (760)254-2916

FAX: (760)254-2091

MEMORANDUM OF UNDERSTANDING BETWEEN THE SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD) AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) and its CHAPTER #374

The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, the matter of reclassifying Cafeteria Cook Managers from range 22 to range 25 on the classified salary ranges Appendix A, the parties hereby agree to the following:

1. It is agreed that the classified salary ranges shall be changed to reflect that the entire classification of Cafeteria Cook Manager shall be increased from a range 22 to range 25 and that the appropriate payroll adjustments shall be made effective February 15, 2012.
2. It is further agreed that implementation of this MOU will immediately take effect on February 15, 2012.

Tentatively agreed to pending ratification by CSEA and the District.

It is also understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.

Jesse M Najera
Executive Director, Human Resources
Silver Valley Unified School District

Lorenzo Herrera, President
CSEA Chapter #374

2/23/12

Date

2/23/12

Date

Lewis Elementary School
(760) 386-1900

Tiefert View Intermediate School
(760) 386-3123

Newberry Springs Elementary School
(760) 257-3211

Yermo School
(760) 254-2931

Fort Irwin Middle School
(760) 386-1133

Silver Valley High School
(760) 254-2963

Alternative Education Center
(760) 254-2715

POWERFUL LEARNING FOR OUR MOST PRECIOUS RESOURCE



Silver Valley Unified School District

35320 Daggett-Yermo Road, P.O. Box 847, Yermo CA 92398

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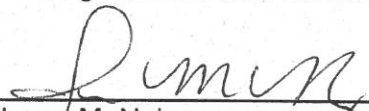
FAX: (760)254-2091

MEMORANDUM OF UNDERSTANDING BETWEEN THE SILVER VALLEY UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND IT'S CHAPTER #374

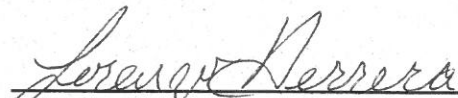
It is agreed and understood between Silver Valley Unified School District and California School Employees Association, Chapter #374, having negotiated in good faith, and in the best interest of students, the parties hereby agree to the following:

1. Effective September 6, 2011, Kari Packer will be covering the additional 3.5 hour position of Cafeteria Worker at Newberry Elementary School upon the return of the employee who currently holds this position.
2. The above change will not cause any adjustments in salary or benefits.
3. This MOU shall remain in effect until November 15, 2011

This Agreement does not set any precedence for further actions of the district or the association.



 Jesse M. Najera
 Executive Director Human Resources
 Silver Valley Unified School District



 Lorenzo Herrera
 CSEA President
 California School Employees Association

10/19/11

 Date Signed

10/19/11

 Date Signed

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POWERFUL LEARNING FOR OUR MOST PRECIOUS RESOURCE

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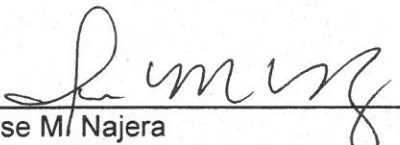
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #374**

On June 2, 2011 the Silver Valley Unified School District and California School Employees Association met to discuss the position of Accounts Payable Technician.

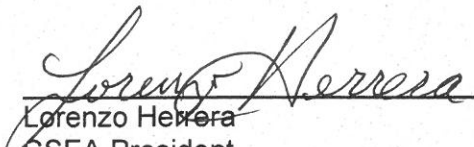
The following was mutually agreed to:

1. Abolish the vacant position of Account Clerk effective June 30, 2011.
2. Create new position, Accounts Payable Technician, which will be placed on the Classified Salary Schedule at Range 30.

This MOU will be effective July 1, 2011 pending approval by the District Board of Trustees.



Jesse M. Najera
Executive Director, Human Resources
Silver Valley Unified School District



Lorenzo Herrera
CSEA President
California School Employees Association

6/8/11

Date Signed

11/8/11

Date Signed

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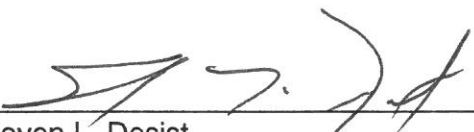
Silver Valley High School
(760) 254-2963

Alternative Education Center
(760) 254-2715


POWERFUL LEARNING FOR OUR MOST PRECIOUS RESOURCE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

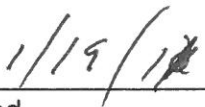
Silver Valley Unified School District and California School Employees Association, Chapter 374 agrees to withdrawal "Article 17 - Transfers, Promotions, Demotions" and "Article 23 - Disciplinary Action" for the 2010 - 2011 Bargaining session. Both articles will remain unchanged.



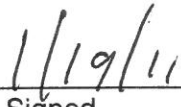
Steven L. Desist
Executive Director, Human Resources
Silver Valley Unified School District



Mike Garcia
CSEA President
Classified School Employees Association



Date Signed



Date Signed

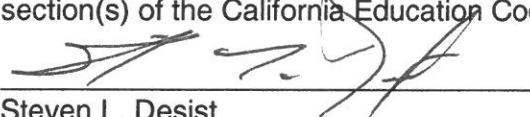
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #374

Silver Valley Unified School District and California School Employees Association agree to the following:

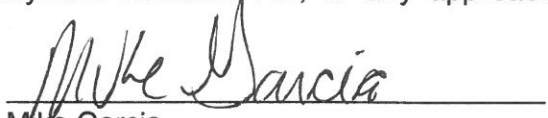
A one percent (1%) increase will be applied to the 2008-2011 Classified Salary Schedule retroactive to July 1, 2010. It is also understood that this increase is applied only to the Classified Salary Schedule. This action is pending Association ratification and Governing Board approval.

An additional, one time, three percent (3%) will be added to the Classified Salary Schedule for the 2010 – 2011 school year only. The 2011-2012 Classified Salary Schedule will reflect only the agreed upon one percent (1%) increase.

It is also understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.



Steven L. Desist
Executive Director, Human Resources
Silver Valley Unified School District



Mike Garcia
CSEA President
Classified School Employees Association



Date Signed



Date Signed

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

It is agreed and understood between the Silver Valley Unified School District and the California School Employees Association that the District will offer an early retirement incentive from January 10, 2011 through March 4, 2011. This offer is provided to any bargaining unit member who has attained the age of 55 years and has 15 or more years of service to Silver Valley Unified School District and works more than four (4) hours per day in their current classification. It is also understood that the offered incentive will not exceed fifteen thousand dollars (\$15,000) and will be prorated using the following formula for employees working less than twelve months per year and/or less than 8 hours per work day:

\$15,000 divided by 12 months = **SUM 1**

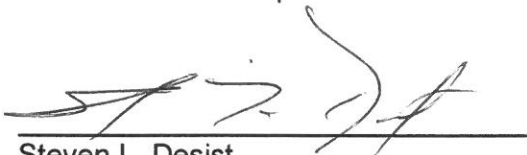
SUM 1 times number of calendar months worked (e.g. 10 mo or 11 mo employee) = **SUM 2**

SUM 2 divided by an 8 hour work day = **SUM 3**

SUM 3 times number of hours worked by employee, per regular scheduled day = Total Incentive

To be eligible, the bargaining unit member must submit their irrevocable letter of resignation with the intent to retire not later than 3:30 p.m. on March 4, 2011.

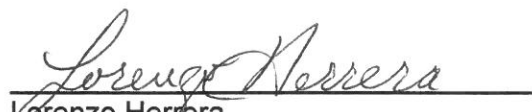
This MOU will be effective for the time period as stated, January 10, 2011 through March 4, 2011 pending approval from the Silver Valley Unified Board of Trustees. This agreement does not set or establish precedent for future years.



Steven L. Desist
Executive Director of Human Resources
Silver Valley Unified School District

1/5/11

Date Signed



Lorenzo Herrera
CSEA Vice President
California School Employees Association

1-5-11

Date Signed

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #374**

Silver Valley Unified School district and California School Employees Association agree to the following:

The job description and classification for each position as of the date of this Memorandum of Understanding shall continue in full effect unless:

1. The District changes the job content (requirements of the job as to knowledge, skills, mental effort, responsibility and working conditions); or
2. The description and classification are changed by mutual agreement of the Joint Association and Management Reclassification Committee.
3. All job descriptions are subject to Governing Board approval.

When and if, from time to time, the District, at its discretion, establishes a new job or changes the job content (requirements of the job as the knowledge, skills, mental effort, responsibility and working conditions) if an existing job, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

1. The proposed description will be developed and submitted to the Joint Association and Management Reclassification Committee. The Joint Association and Management Reclassification Committee shall promptly review such new job description to determine if the job description and range accurately reflect the scope of the job as currently performed and/or as proposed. In order to expedite a new job position, a Joint Association and Management Reclassification Subcommittee may be established and utilized to finalize classification on each new job. The Joint Association and Management Subcommittee shall be composed of not less than one representative from each side, who shall be permanent members of the Joint Association and Management Reclassification Committee.
2. If the Joint Association and Management Reclassification Committee agree on the new or changed job description and the assigned salary range, the job description shall then be forwarded to the Board of Education for approval and implementation. If, however, a Classified Bargaining Unit member assigned to work in that job description does not agree with the Reclassification Committee decision, the Classified Bargaining Unit member's sole remedy shall be one (1) appeal to the full six (6) member committee, which shall meet, at its regularly scheduled meeting, no less than three (3) meetings per year to be scheduled at the first meeting, with the Classified Bargaining Unit employee to review the matter and to render a final decision. The decision of the committee in this situation shall be final and shall not be subject to the grievance process.

If the Joint Association and Management Reclassification Committee is unable to agree upon the proposed new or changed description, the District may install the new or changed job description and classification. The Classified Bargaining Unit employee or employees assigned to work under that job description may, at any time within ten (10) days from the date of installation, file a grievance with the District. Such grievance shall be limited in scope to address the propriety of the total compensation salary rate assigned to the revised job. The Association and District agree grievances under this section shall begin at step II and bypass Step I.

3. Any adjustment in the pay rate will be retroactive as of the date the new job was established or the change or changes installed pending Board approval. No change in job classification and/or description may be requested if Classified Bargaining Unit employees are assuming duties and/or responsibilities on their own. However, if the District, on a recurring basis, directs such new assignments or changes in the

job content, or if a Classified Bargaining Unit employee alleges that his or her current job description does not accurately reflect duties currently being performed by the Classified Bargaining Unit employee, or that he or she is performing duties outside of his or her current job description, a Classified Bargaining Unit employee assigned to work in that job classification may request a change in that job classification and/or job description and/or reclassification to the appropriate classification by submitting such a request to the Joint Association and Management Reclassification Committee on the appropriate District-approved "Request for Reclassification" form (See Appendix G).


4. All parts of the "Request for Reclassification" form shall be completed, including comments from the supervisor with his/her signature. Refusal of a supervisor to provide comments and/or signature within thirty (30) calendar days of submission by the unit member shall be deemed as a violation of the process and shall be subject to the grievance procedure. Any omission shall deem the request form incomplete and shall not be considered by the Joint Association and Management Reclassification Committee.
5. The Reclassification Committee shall then meet with the affected Classified Bargaining Unit employee, confer and render a final decision pursuant to the procedure outlined in sub-section #1 and #2 above.
6. Classified Bargaining Unit employees shall not be allowed to resubmit a request for reclassification of the same position for a period of eighteen (18) calendar months from the completion of the initial analysis and appeal process as provided.


The Joint Association and Management Reclassification Committee shall be composed of four (4) representatives from each side, three of whom shall be permanent members of the committee. The four members shall be appointed by each side at their discretion. Each member shall become fully trained and experienced in the use of the Modified Hays Evaluation Method, and the Reclassification Committee's procedures and process (See Appendix H). Each side must maintain at least 1 alternate. New members shall be trained by the other committee members before participating but must attend the next scheduled formal training session to become permanent committee members (absent urgent extenuating circumstances). No person shall be appointed to the Joint Committee without first having been appropriately trained in the use of the Modified Hays Evaluation Method.

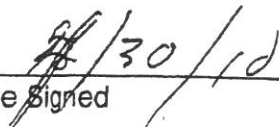
Submissions for reclassification under this Article shall be made to the Human Resources Office and a copy will be forwarded to the Association. It shall be the goal of the Association and the district to participate in yearly reclassification training sessions. Reclassification Committee shall meet no less than three (3) times each fiscal year. However, more meetings may be scheduled if it is agreed upon by the joint reclassification committee members.

This article shall be in effect for the period of July 1, 2010 through June 30, 2011 at which time this article will sunset and no further action will take place.

Agree to with the understanding that it does not set any precedence for further actions of the District or the Association. Tentatively agreed to pending ratification by the Classified School Employees Association and the District Board of Trustees.


Steven L. Desist
Director, Human Resources
Silver Valley Unified School District


Roberta McElfresh
CSEA Treasure
Classified School Employees Association


Date Signed

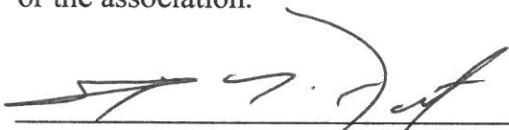

Date Signed

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374


Silver Valley Unified School District and California School Employees Association agree to the following:

1. It is agreed that Silver Valley High School has a group of interested and active parents that wish to volunteer to improve the school climate and environment.
2. It is understood that this group of parent volunteers wishes to assist Silver Valley High School with assistance in campus beautification.
3. It is agreed that CSEA has a vested interest to ensure for the safety and welfare of all volunteers and will provide one (1) grounds employee to assist and oversee parent volunteers on April 17, 2010.
4. It is agreed that the District will compensate the identified grounds worker at his/her overtime rate for hours in excess of their assigned 40 hour work week.

Agreed to with the understanding that it does not set any precedence for further actions of the district or the association.



Steven L. Desist, Director, Human Resources
Silver Valley Unified School District



Mike Garcia, President
California School Employees Association

4/13/10.

Date

4/13/10

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOLS EMPLOYESS ASSOCIATION

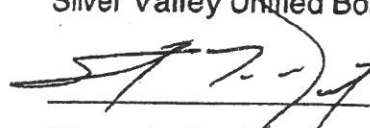
It is agreed and understood between the California Schools Employees Association and the Silver Valley Unified School District that the following retirement incentive will be offered from February 23, 2009 to March 20, 2009. Any bargaining unit member who has attained the age of 55 years and has 15 or more years of service to Silver Valley Unified School District and works more than four (4) hours per day in their current classification is eligible to receive a monetary retirement incentive. It is also understood that the offered incentive will not exceed fifteen thousand dollars (\$15,000.00) and will be prorated using the following formula for employees working less than twelve months per year and or less than 8 hours per work day:

- ° \$15,000 ÷ 12 = **Sum1**
- ° **Sum1** X number of calendar work months (e.g. 10 mo., 11 mo. Employee... etc)
- ° **Sum2** ÷ by an 8 hr work day = **Sum3**
- ° **Sum3** X number of hours worked by employee, per regular schedule day, = Total incentive

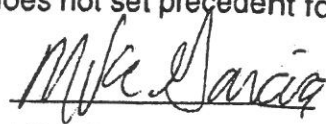
For those employees that are eligible to receive the incentive they must submit to the Human Resource office, not later than the close of business March 20, 2009, their irrevocable letter of resignation with intent to retire.

The District will attempt to set up CAL PERS counselors to meet with eligible bargaining unit members as soon as possible and eligible bargaining unit members will be released from their duties to meet with a CAL PERS counselor.

This MOU will be effective for the 2008-2009 school year, pending the approval from the Silver Valley Unified Board of Trustees. This does not set precedent for future years.

 2/23/09.

Steven L. Desist
Director of Human Resources
Silver Valley Unified School District

 2/23/09

Mike Garcia
CSEA Vice President
California Schools Employees Association

Lacy Gillespie
Labor Relation Representative
California Schools Employees Association

**MEMORANDUM OF UNDERSTANDING
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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

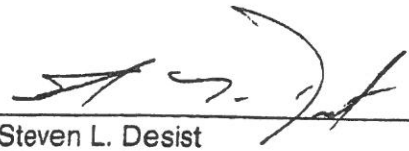
It is agreed and understood between the Silver Valley Unified School District and the California School Employees Association that the District will extend its offer of early retirement incentive from March 20, 2009 to July 15, 2009. This offer is provided to any bargaining unit member who has attained the age of 55 years and has 15 or more years of service to Silver Valley Unified School District and works more than four (4) hours per day in their current classification. It is also understood that the offered incentive will not exceed fifteen thousand dollars (\$15,000.00) and will be prorated using the following formula for employees working less than twelve months per year and or less than 8 hours per work day:

- $\$15,000 \div 12 = \text{Sum1}$
- Sum1 X number of calendar work months (e.g. 10 mo., 11 mo. Employee... etc)
- Sum2 \div by an 8 hr work day = Sum3
- Sum3 X number of hours worked by employee, per regular schedule day, = **Total incentive**

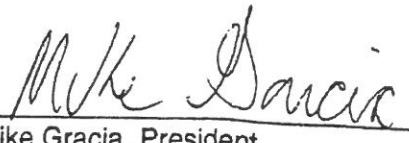
To be eligible the bargaining unit member must submit their irrevocable letter of resignation with the intent to retire, not later than 3:30 p.m. on July 15, 2009.

This MOU will be effective for the time period as stated, March 20, 2009 – July 15, 2009, pending approval from the Silver Valley Unified School District Board of Trustees.

This agreement does not set or establish precedent for future years.



Steven L. Desist
Director of Human Resources



Mike Gracia, President
California School Employees Association

6/22/09

Date Signed

6/22/09

Date Signed

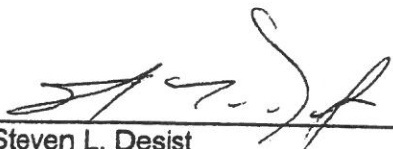
**MEMORANDUM OF UNDERSTANDING
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CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION**

It is agreed and understood between Silver Valley Unified School District and California School Employees Association, Chapter #374, regarding the layoff effects for the employees who as a result of the action taken by the Governing Board on March 31, 2009; to lay off 11 Tutors and implement a new Instructional Aide/Categorical position(s) to better meet the requirements of the children of Silver Valley Unified School District and to comply with both state and federal guidelines, the following shall be implemented:


1. Teresa Black, Andrea Moore, Birgit Mosely and Kim Wolman will maintain their assignment at Yermo Elementary School under the new job description as Instructional Aide/Categorical, effective August 3, 2009.
2. Theresa Lopez, Betty Malan, Tammy Mennecke, Marta Montalvo, Melissa Moore, Angela Skjerve and Norma Trujillo will maintain their assignment at Newberry Elementary School under the new job description as Instructional Aide/Categorical, effective August 3, 2009.
3. None of the effected Bargaining Unit members will be adversely affected in relation to benefits, salary, assigned number of work hours or seniority and this will not be considered a break in service.

It is further understood that this agreement is unique and shall not set precedence for future request or situations, and shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act.

This MOU is tentatively agreed upon pending ratification by CSEA and approval by the Governing Board of Silver Valley Unified School District.



Steven L. Desist
Director, Human Resources
Silver Valley Unified School District



Mike Garcia
CSEA Vice President
Classified School Employees Association

4/8/09

Date Signed

4/8/09

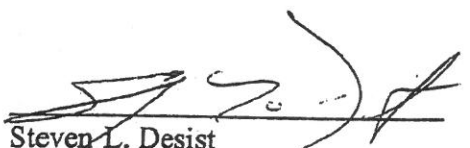
Date Signed

MEMORANDUM OF UNDERSTANDING
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CHAPTER #374

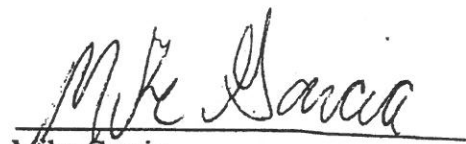
Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Licensed Vocational Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 38 at Step 1-6.
2. The Licensed Vocational Nurse (short-term employment) position, daily as needed, will not earn or accrue sick leave, vacation, or holiday compensation.
3. The Licensed Vocational Nurse (short-term employment) position, daily as needed, (for the 2009 Summer School Session) will not be eligible for Health and Welfare Benefits.

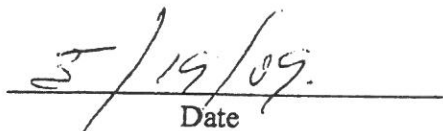
This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA



Steven L. Desist
Director of Human Resources
Silver Valley Unified School District



Mike Garcia
CSEA, President
Classified School Employees Association



Date



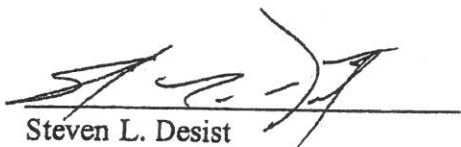
Date

MEMORANDUM OF UNDERSTANDING
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AND THE
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #374

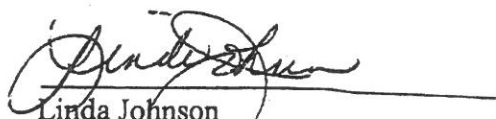
Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Licensed Vocational Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 38 at Step 1-3.
2. The Licensed Vocational Nurse (short-term employment) position, daily as needed, will not earn or accrue sick leave, vacation, or holiday compensation.
3. The Licensed Vocational Nurse (short-term employment) position, daily as needed, (not to exceed 85 days for the 2008/09 fiscal year) will not be eligible for Health and Welfare Benefits.

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA



Steven L. Desist
Director of Human Resources
Silver Valley Unified School District



Linda Johnson
CSEA, President
Classified School Employees Association

7/18/08

Date

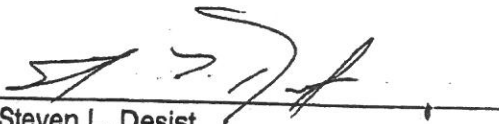
7/18/08

Date


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

The parties agree to the Association's withdrawal of Article 25 - Professional Growth and shall remain unchanged.

This agreement shall be effective from date of ratification by the Governing Board for the 2007-2008 negotiations.



Steven L. Desist
Director, Human Resources
Silver Valley Unified School District



Linda Johnson
CSEA President
Classified School Employees Association

10/18/07.

Date Signed

10/18/07

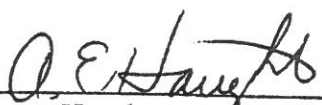
Date Signed

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #374


Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Registered Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 39 at Step 6-9.
2. The Registered Nurse (short-term employment) position, daily as needed, will not earn or accrue sick leave, vacation, or holiday compensation.
3. The Registered Nurse (short-term employment) position, daily as needed, (not to exceed 85 days for the 2007/08 fiscal year) will not be eligible for Health and Welfare Benefits

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA



Aaron Haughton
Assistant Superintendent Admin Services
Silver Valley Unified School District



Linda Johnson
CSEA, President
Classified School Employees Association

7/26/07

Date

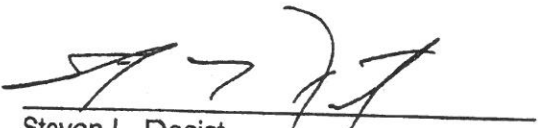
7/26/07

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #374


It is agreed and understood between Silver Valley Unified School District and California School Employees Association, Chapter #374, that effective with the ratification of all articles agreed upon by and between Silver Valley Unified School District Governing Board & California School Employees Association, Chapter #374, that two 6.5 hour employees will continue with the benefit rate of 81% employer paid. This understanding applies to Susan Johnson, 6.5 hour custodian, and Carla Baca, 6.5 hour instructional aide. It is also agreed and understood that should the status of either above named employee change in relation to hours of work, they will immediately fall into compliance with the provisions of Article 11 – Health and Welfare Benefits.

The Memorandum of Understanding is in effect for the term of the agreement.



Steven L. Desist
Director Human Resources
Silver Valley Unified School District

10/19/07
Date Signed



Linda Johnson
CSEA President
California School Employees Association

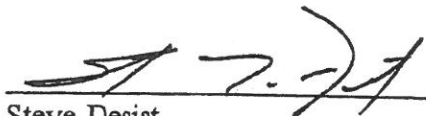
10/19/07
Date Signed

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374


The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, the effects of the displacement of Henry Hisquierdo. The parties hereby agree to the following:

1. Mr. Hisquierdo shall be placed in the MOT Lead position effective 8/7/06.
2. Mr. Hisquierdo shall be placed on Range 35, Step 22
3. Mr. Hisquierdo shall be entitled to the anniversary increment compensation pursuant to Article 9.8 of the collective bargaining agreement between SVUSD and CSEA.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's right to negotiate on any and all matters within the scope of representation pursuant to applicable sections of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.



Steve Desist
Director, Human Resources
Silver Valley Unified School District



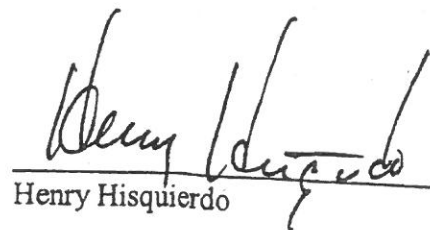
Mike Garcia
Vice-President, CSEA Chapter #374

8/7/06

Date

8/7/06

Date



Henry Hisquierdo

8/2/06

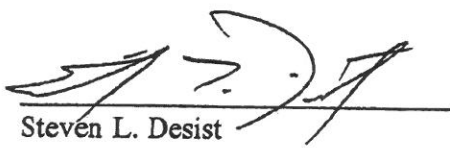
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #374

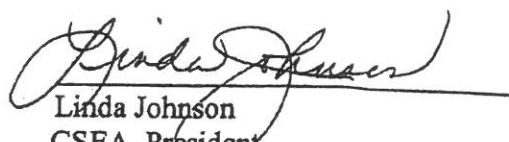
Having negotiated in good faith and in the best interest of students, the parties agree to the following:

1. The Registered Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 39 at Step 6-9.
2. The Registered Nurse (short-term employment) position, daily as needed, will not earn or accrue sick leave, vacation, or holiday compensation.
3. The Registered Nurse (short-term employment) position, daily as needed, (not to exceed 85 days for the 2006/07 fiscal year) will not be eligible for Health and Welfare Benefits.

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA



Steven L. Desist
Director of Human Resources
Silver Valley Unified School District



Linda Johnson
CSEA, President
Classified School Employees Association

7/27/06

Date

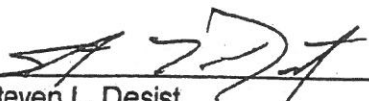
7/27/06

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVERVALLEY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOLS EMPLOYEE ASSOCIATION**

The California Schools Employee Association and the Silver Valley Unified School District, have mutually agreed to pay all classified employees who work 260 days per year an additional day for the 2005-2006 school year. It is understood that some employees may have already received this additional day in lieu of a payroll dock and will not be eligible for the additional one day pay.

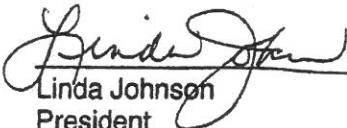
This MOU will be effective as of June 14, 2006. The ending date for this MOU will be June 30, 2006.



Steven L. Desist
Director, Human Resources
Silver Valley Unified School District

Date

6/14/06



Linda Johnson
President
California Schools Employee Association

Date

6/14/06

SILVER VALLEY UNIFIED SCHOOL DISTRICT
4/10 ALTERNATIVE WORK WEEK PROPOSAL
REVISED 3/11/05

Silver Valley Unified School District propose a four (4) day, ten (10) hour (4/10) alternative work week during the period of June 1, 2005 through August 5, 2005 for 12 month bargaining unit members for the purposes of:

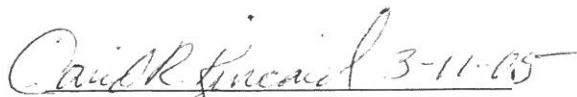
- Promote positive community image
- Employee morale

The proposal specifically is as follows:

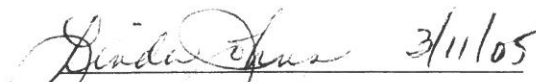
- The District Office will continue to be open Monday through Friday during normal business hours a meet the needs of the public and the instructional program.
- Warehouse will be open Tuesday through Friday. A note will be placed on the warehouse door to notify deliveries to contact the Business Office to accept deliveries on Mondays.
- Summer School office may contact the District Office in case of emergencies.
- SVUSD voicemail will indicate office hours, days, and emergency numbers.
- Any employee who needs to work outside proposed days and hours must clear with their supervisor.
- Leave days taken during 4/10 will be in 10 hour increments.
- During the week of the 4th of July, employees will revert to their normal work schedule for the remaining four days.
- **Leave hours (sick and vacation) accrued during this period will be at the normal hourly rate (8 hours for full time employees)**
- Proposed hours are 6:00 a.m. to 4:30 p.m.
- Overtime will be paid for hours in excess of a forty (40) hour week only.
- The 4/10 schedule shall be extended to any other bargaining unit member with mutual agreement between the employee and the supervisor with notice to the CSEA.
- The 4/10 schedule for any individual may be terminated at any time at the discretion of the District or the employee with notice to the CSEA.
- All Fort Irwin custodians who are on the Alternative 4/10 Schedule will be responsible for their own transportation and be entitled to the provisions of Article 9.10 of the collective bargaining agreement during the term of this MOU.

Silver Valley Unified School District

CSEA



Superintendent Date

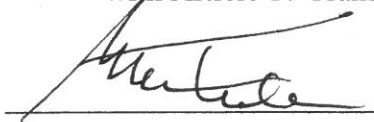


President Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association in negotiations agree to the following due to the change in of the Success for All program (SFA) becoming a Success for All Program affiliate for the 2005/2006 school year.

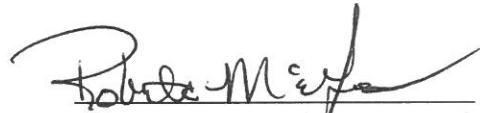
1. The job description for the tutor is modified as attached.
2. The SFA Tutors will involuntarily be transferred to the position of Tutor in accordance with Article 17 Transfers, Promotions, and Demotions.



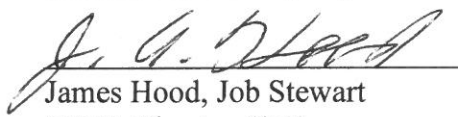
Stephen C. Teele, Ph. D.
Assistant Superintendent, Administrative
Services

4-28-05

DATE



Roberta McElfresh, Representative



James Hood, Job Stewart
CSEA Chapter #374

4-28-05

DATE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

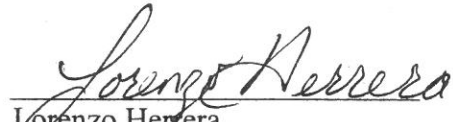
The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, and in the best interest of students, the parties hereby agree to the following:

1. The job title of Dale Sorenson will be changed from Instructional-Aid-RSP to Instructional-Aid-Special Needs.
2. Mr. Sorenson shall have ½ hour (6 hours per day to 6 ½ hours per day) added to his regular assigned work schedule in order to accompany the special needs child from the bus in the mornings and to the bus in the afternoons.
3. Mr. Sorenson's health and welfare benefits entitlement shall be prorated at 81.5% pursuant to article(s) 11.1 of the current CBA.
4. This MOU shall remain in effect until May 27, 2005, or until a new job description is developed for Instructional Aids working in special education, and its placement on the salary schedule is negotiated by the parties.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Lorenzo Herrera
Chapter President, CSEA Chapter
#374

11-18-04
Date

11/18/04
Date

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Silver Valley Unified School District, hereinafter [District], and the California School Employees Association and its Local Chapter 374, hereinafter [CSEA].

WHEREAS, A dispute has arisen between the parties regarding the reinstatement of a laid off grounds-worker position and the District's intent to make changes to that position in relation to location, transportation being provided to the employee, and productivity, and

WHEREAS, The practice prior to September 1, 2004 has been that Grounds-workers report to the maintenance shop located in the district office complex at their start time for the purposes of drawing a district vehicle, equipment, and other supplies, and then proceed to their assigned site for that day regardless of the location, and then report back to the maintenance shop at their end time to turn in the district vehicle and other equipment, and

WHEREAS, It is the Districts intent to change that practice for the Grounds-worker assigned to the Fort Irwin sites to reporting to the Fort Irwin sites (35 miles from district office complex) at his/her start time with equipment and supplies being stored at the one of the 3 Fort Irwin sites, and to have the option of using his/her personal vehicle and receiving a travel stipend provided for other district employees assigned to Fort Irwin, or traveling with other district employees assigned to other departments, and

WHEREAS, It is the intent of CSEA that all bargaining unit members receive fair an equitable treatment, and

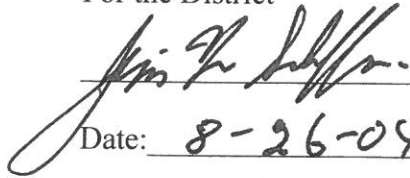
WHEREAS, The District and CSEA agree that it is in the best interest of both parties to resolve the above referenced dispute without the expense or inconvenience of any further proceedings,

NOW THEREFORE, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter:

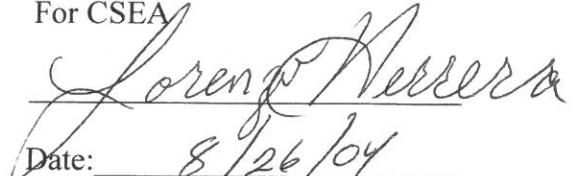
1. Effective ⁹⁻²¹ ~~October~~ ^{sept. 9-11} 1, 2004, the Grounds-worker that is assigned to work at the Fort Irwin sites will report to the maintenance shop located at the district office complex at his/her start time for the purposes of drawing a district vehicle, equipment and supplies, and proceed to the Fort Irwin sites. All Grounds-workers will remain at their assigned sites until his/her end time.
2. CSEA and the District further agree that all Grounds-workers will drop off his/her district vehicle at the maintenance shop located at the district office complex leaving his/her district vehicle keys in the key drop.

3. CSEA agrees not to file an unfair practice charge with PERB for the above-mentioned dispute.

For the District


Date: 8-26-04

For CSEA


Date: 8/26/04

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Silver Valley Unified School District, hereinafter [District], and the California School Employees Association and its Local Chapter 374, hereinafter [CSEA].

WHEREAS, A dispute has arisen between the parties regarding the reinstatement of a laid off grounds-worker position and the District's intent to make changes to that position without first, negotiating the decision and the effects of those changes with the exclusive representative (CSEA), and

WHEREAS, The practice prior to September 1, 2004 has been that Grounds-workers report to the maintenance shop located in the district office complex at their start time for the purposes of drawing a district vehicle, equipment, and other supplies, and then proceed to their assigned site for that day regardless of the location, and then report back to the maintenance shop at their end time to turn in the district vehicle and other equipment, and

WHEREAS, It had been the District's intent to change that practice by assigning a Grounds-worker to the Fort Irwin sites, and having him/her report to the Fort Irwin sites (35 miles from district office complex) at his/her start time with equipment and supplies being stored at one of the 3 Fort Irwin sites, and to have the option of using his/her personal vehicle and receiving a travel stipend provided for other district employees assigned to Fort Irwin, or traveling with other district employees assigned to other departments, and

WHEREAS, It is now the District's intent to change that practice by creating a new position, and negotiating the impact of that position in relation to wages, hours, and terms and conditions of employment, with CSEA, and

WHEREAS, It is the intent of CSEA that all bargaining unit members receive fair and equitable treatment, and

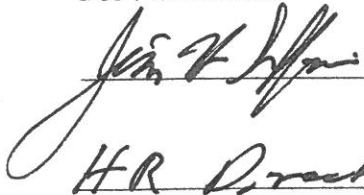
WHEREAS, It is understood by CSEA and the District that this agreement shall not be construed, either expressed or implied, as an admission of wrong doing or intent to repudiate the previous settlement agreement reached on this issue, by either party, and

WHEREAS, The District and CSEA agree that it is in the best interest of both parties to resolve the above referenced dispute without the expense or inconvenience of any further proceedings,

NOW THEREFORE, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter:

1. As laid off Grounds-worker positions are re-established, the assignments shall remain status quo prior to the Board of Trustee's 7/1/03 action to lay-off two (2) Grounds-worker positions.
2. The District agrees to pay the affected bargaining unit members for overtime related to drive time between the school site and the M&O transportation yard that was reported through October 1, 2004. The individual bargaining unit member shall have the option of being compensated by overtime pay or compensatory time.
3. The District acknowledges its duty to bargain with the exclusive representative (CSEA), any changes to bargaining unit positions that effect wages, hours, and terms and conditions of employment.
4. Any alleged violation, misapplication, or misinterpretation of this agreement shall be subject to the grievance procedure pursuant to article 15 of the CBA between the parties, and shall culminate in binding arbitration.
5. CSEA agrees not to file an unfair practice charge with PERB for the above-mentioned dispute.

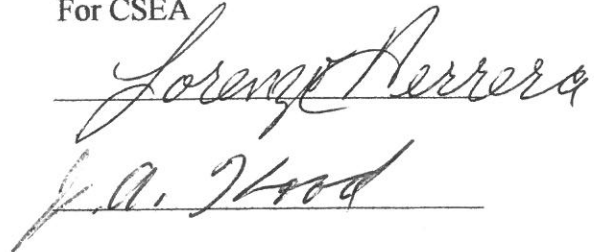
For the District



HR Director

Date: 10-8-04

For CSEA



J.A. Hood

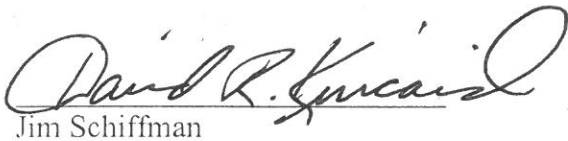
Date: 10-8-04

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association agree to the following:

1. Due to a shortage of RSP students at Lewis Elementary School, an RSP class was dissolved, causing the involuntary transfer of Elisabeth Henson, Instructional Aid-RSP pursuant to article 17.4 of the collective bargaining agreement.
2. Effective immediately, Ms. Henson will be transferred from Instructional Aid-RSP, 6 hours per day at range 21 to Instructional Aid-Speech, 6 hours per day, at range 21.
3. The above change will not cause any adjustments in salary or benefits.

It is further understood that this agreement is unique and shall not set precedence for future request or situations, and shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Sandy Jenkins
VPresident, CSEA Chapter
#374

11-18-04
Date


September 10, 2004
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, and in the best interest of students, the parties hereby agree to the following:

1. The job title of Dale Sorenson will be changed from Instructional-Aide-RSP to Instructional-Aide-Special Needs.
2. This MOU shall remain in effect until May 27, 2005, or until a new job description is developed for Instructional Aides working in special education, and its placement on the salary schedule is negotiated by the parties.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Lorenzo Herrera
President, CSEA
Chapter #374

9-28-04

Date

9/24/04

Date

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Silver Valley Unified School District, hereinafter [District], and the California School Employees Association and its Local Chapter 374, hereinafter [CSEA].

WHEREAS, CSEA has alleged that the District has violated article(s) 16, and 16.2.4, titled "Bumping Rights", of the current collective bargaining agreement between the parties, and

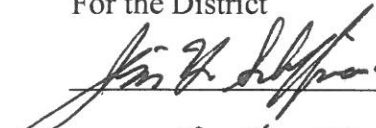
WHEREAS, CSEA has filed a grievance against the District for the above-mentioned violation(s) under the provisions of article 15, titled "Grievance Procedures," of the collective bargaining agreement between the parties, and

WHEREAS, The District and CSEA agree that it is in the best interest of both parties to resolve the above referenced dispute without the expense or inconvenience of any further proceedings,

NOW THEREFORE, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter:

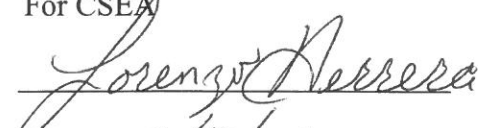
1. Susan Cowan will be placed in the RSP Instructional Aid position at Silver Valley High School at seven (7) hours per day, and shall be eligible for the appropriate prorated health and welfare benefits, effective August 16, 2004.
2. CSEA and the District further agree that Ms. Cowan shall remain on a 63 month reemployment list pursuant to Ed Code section 45298 due to the previous layoff/reduction, and the governing board's 7/1/03 action to abolish the Instructional Aid-ESL position, 8 hours per day.
3. CSEA agrees to withdraw the grievance filed on February 9, 2004 for the above-referenced matter.

For the District



Date: 8-16-04

For CSEA



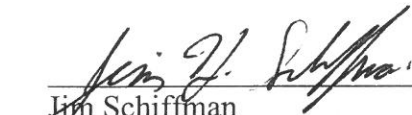
Date: 8/16/04

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

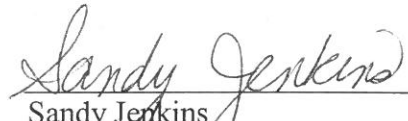
The Silver Valley Unified School District and California School Employees Association, having negotiated in good faith, the effects of the layoff/reduction of Carol Throenle, Cafeteria Cook Manager at Fort Irwin Middle School, the parties hereby agree to the following:

1. Carol Throenle, having successfully completed the custodial test, will be placed into the vacant custodial position, Range 20, step 9 at Lewis Elementary School effective 7/23/04.

It is further understood that this agreement shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act, or any applicable section(s) of the California Education Code.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Sandy Jenkins
Vice-President, CSEA Chapter
#374

8-5-04
Date

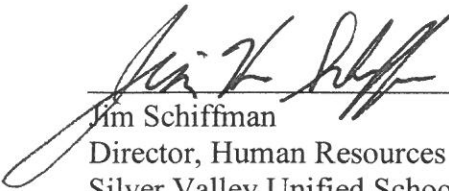
August 5, 2004
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

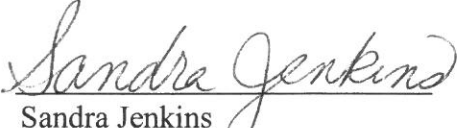
The Silver Valley Unified School District and California School Employees Association in negotiations agree to the following regarding the layoff effects for the employees who as result of the action taken by the Governing Board on June 14, 2004 to lay off six SFA tutors and implement a new tutor program at Newberry Springs:

1. Kim Woltman, Roberta McElfresh, and Melissa Moore will be assigned to Yermo Elementary School as SFA Tutors. Effective August 11, 2004
2. Synthia Castro, Tammy Mennecke, Carla Baca, Claudia Lynch and Nora Naron will be placed in the remaining new tutor positions at Newberry Elementary School. Effective August 11, 2004
3. Synthia Castro, Tammy Mennecke and Carla Baca will be required to take the test appropriate to the tutor position unless the unit members can show proof that they have met the requirements specified.
4. None of the effected Bargaining unit members will be adversely affected in relation to Benefits and Salary and there will not be considered a break in service.

This agreement does not set precedence in this district.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Sandra Jenkins
Vice-President, CSEA Chapter #374

7-30-04
Date

July 30, 2004
Date

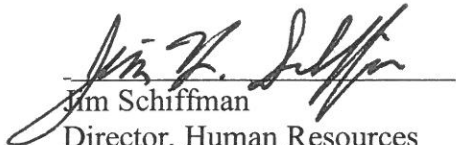
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),
CHAPTER #374**

Having negotiated in good faith and in the best interest of students, the parties agree to the following:

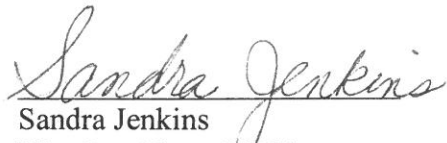
1. The Registered Nurse position will be posted for 5 working days in-house pursuant to Article 17.5 at Range 39 at Step 6.

This agreement shall not be construed as setting a past practice or a waiver of the parties right to negotiate on any and all matters within the scope of representation pursuant to 3543.2 of EERA.

This MOU is tentatively agreed to pending approval by the District Board of Trustees.




Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Sandra Jenkins
Vice President, CSEA
California School Employees Association



Date

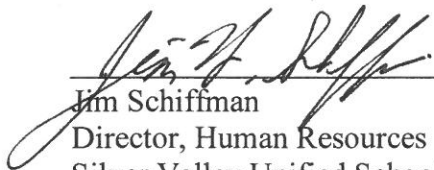


Date


**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association agree to the following regarding the grievance filed 6/18/04 concerning evaluations and union representation:

1. Place the grievance in abeyance until the parties through the normal negotiation process reach an agreement on new contract language and revised evaluation form.
2. The District and CSEA further agree that the affected bargaining unit members' evaluations shall not be placed in the employees official personnel file until either a settlement is reached or an arbitrator's decision is rendered.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Lorenzo Herrera
President, CSEA Chapter #374

7-21-04

Date

7/20/04

Date

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 SILVER VALLY UNIFIED SCHOOL DISTRICT (SVUSD)
 AND THE
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),
 CHAPTER #374**

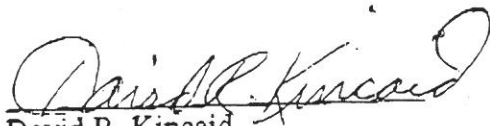
As a part of the normal negotiations process, the Silver Valley Unified School District and the Classified School Employee Association have mutually agreed to restore the following positions that were previously cut during the 2003-2004 school year at the range indicated:

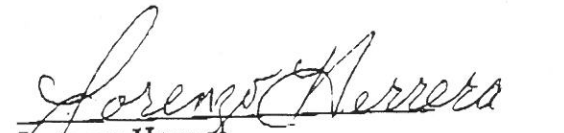
Position	Salary Range
1 Custodian	Range 20
1 Grounds Worker	Range 23
½ Health Clerk	Range 21
1 Maintenance/Mechanic Worker	Range 31

The following two positions will be created at the salary range indicated:

1 Media/Assessment Clerk	Range 25
1 Human Resources Specialist	To be determined

This MOU is tentatively agreed to pending approval by the District Board of Trustees.


 David R. Kincaid
 Superintendent
 Silver Valley Unified School District


 Lorenzo Herrera
 CSEA President
 California School Employees Association

7-9-04
 Date

7/9/04
 Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

As part of the normal negotiations process, the Silver Valley Unified School District and the Classified School Employee Association have mutually agreed to restore the following positions that were previously cut during the 2003-2004 school year:

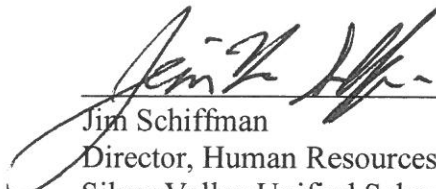
- 1 Custodian
- 1 Grounds Worker
- ½ Health Clerk

There will be a new position created at range 31

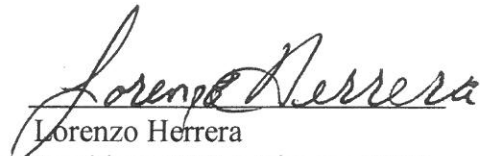
- 1 Maintenance/Mechanic Worker

The following two positions will be created with the job descriptions and salary range to be determined:

- 1 Assessment Media Clerk
- 1 Human Resources Specialist



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Lorenzo Herrera
President, CSEA Chapter #374

6-24-04

Date

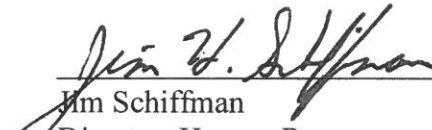
6/24/04

Date

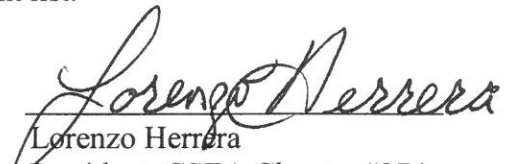
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374**

The Silver Valley Unified School District and California School Employees Association agree to the following regarding layoff effect for Matthew Matteson.

1. Placed the employee in the Cafeteria Cook Manager position at Fort Irwin Middle School.
2. Place the employee on range 22, step 18.
3. Place the employee on 63-month re-instatement list.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District



Lorenzo Herrera
President, CSEA Chapter #374

6-24-04
Date

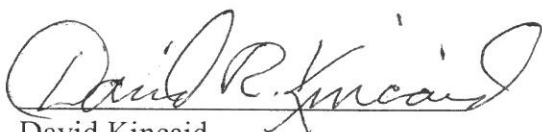
6/24/04
Date

MEMORANDON OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CLASSIFIED SCHOOLS EMPLOYEE ASSOCIATION

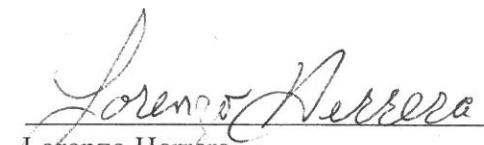
As part of our normal negotiations process, we the Classified Schools Employee Association and the Silver Valley Unified School District have mutually agreed to extend the previous Memorandum of Understand in regards to the reorganization efforts on the part of the Human Resources Office. Due to a classified management position being cut, Deborah Ehresman has been transferred management duties and has agreed to a 4%. Stella Surprenant has received additional duties and has also agreed to a 4% increase. This is to be in effect until August 31, 2004, during which the District will have made a decision regarding restructuring duties in the Human Resources Office.

This MOU will be effective as of June 30, 2004.

Tentatively agreed to pending approval by the District Board of Trustees.



David Kincaid
Superintendent
Silver Valley Unified School District

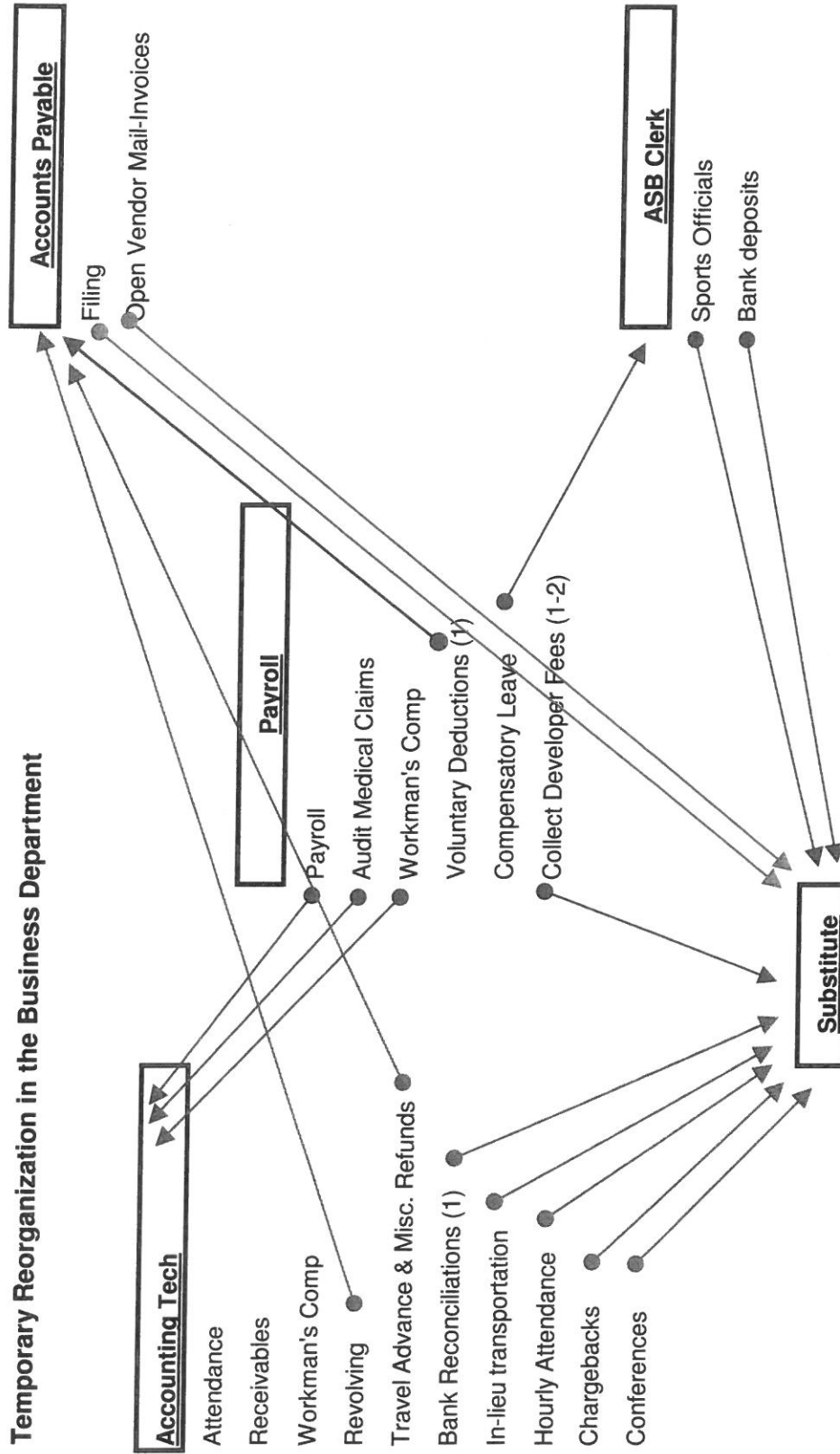


Lorenzo Herrera
CSEA, President
California Schools Employees Association

6-17-04
Date

6/17/04
Date

**Memorandum of Understanding between CSEA & SVUSD
Temporary Reorganization in the Business Department**



- Reorganization effective from February 23, 2004 - August 31, 2004.
- The additional responsibilities addressed in this MOU are in addition to the responsibilities already prescribed in the MOU - Transition for the Administration of Workers' Compensation. This MOU is temporary while the first MOU would allow for a permanent arrangement in the Business Department.
- All efforts will be made so that all positions are filled as soon as possible.
- 4% increase in compensation for permanent employees who are working out of classification for the time period.
- Substitute placed on Accounting Clerk salary range/step.

[Signature]
 Jim Schiffman
 Dir., Human Resources

 Lorenzo Herrera
 CSEA, President

 Sandy Jenkins

 Marilyn O'Byrnes

 Liz Schmitt

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT AND THE
CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION

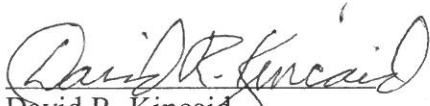
As part of the normal negotiations process, the Silver Valley Unified School District and the Classified School Employee Association have mutually agreed to restore the following positions that were previously cut during the 2003-2004 school year:

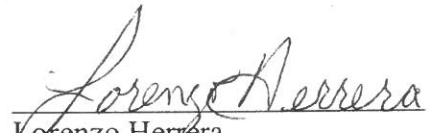
- 1 custodian
- 1 ground
- ½ Health Clerk position
- ½ Mechanic Position
- ½ Maintenance position

The following two positions will be created with the job descriptions and salary range to be determined:

- 1 Assessment Media Clerk
- 1 Human Resources Specialist

This MOU is tentatively agreed to pending approval by the District Board of Trustees.


David R. Kincaid
Superintendent
Silver Valley Unified School District


Lorenzo Herrera
CSEA President
California School Employees Association

6-17-04
Date

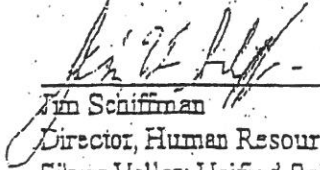
6/17/04
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374

The Silver Valley Unified School District and California School Employees Association agree to the following:

1. Due to the 7/1/03 abolishment of the School Secretary position at Silver Valley High School, it is necessary that some of the duties of that position be transferred to Virginia Andrews, Records and Attendance Clerk, for the remainder of the 2003-2004 school year.
2. Therefore, it is agreed by the parties that Ms. Andrews will receive a 4% salary increase effective 5/12/04 up to and including 6/30/04, during such time the District will have made a decision regarding the duties of the abolished School Secretary duties.

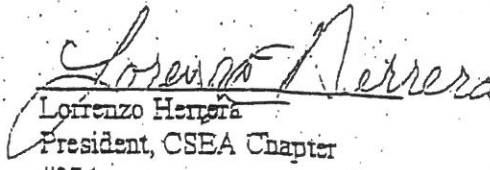
It is further understood that this agreement is unique and shall not set precedence for future request or situations, and shall in no way be construed as a waiver, expressed or implied, of CSEA's rights to negotiate on any and all matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act.



Jim Schiffman
Director, Human Resources
Silver Valley Unified School District

6-9-04

Date



Lorenzo Herrera
President, CSEA Chapter
#374

6/9/04

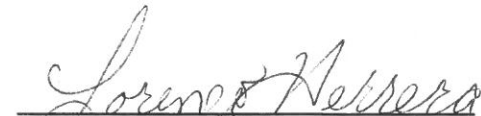
Date

MEMORANDUM OF UNDERSTANDING

Transition of the Administration of Workers' Compensation

To improve and streamline the administration of the Workers' Compensation Program, it is agreed upon that the administrative responsibility for the program be ultimately transferred to the Business Department. A transition period is necessary in order to determine work impact to affected employees in the business department. This "interim" agreement specifically requires the following:

- Transition period: January 5, 2004 – August 31, 2004
- This agreement becomes null and void on September 1, 2004
- CSEA and the District will formulate an agreement regarding impact to affected employees before June 30, 2004.
- Administration of Workers' Compensation will be performed by the Payroll Technician and the Accounting Technician
- Other work within the department may need to be transferred to the ASB Clerk to accomplish a smooth transition
- Up to four hours per day may need to be added to the ASB Clerk to accomplish this transition
- The ASB Clerk will be paid for the additional hours at a Range 24 Account Clerk position with a 4% increase.
- During this transition period, the District will determine (with approval from PERB) whether or not Workers' Compensation is classified or confidential work
- A temporary reclassification with a 4% increase will be given to the Payroll Technician and the Accounting Technician for the additional responsibilities created by Workers' Compensation
- The Payroll Technician, Accounting Technician, and ASB Clerk positions will be reviewed NLT August 31, 2004 for permanent reclassifications due to the additional responsibilities created by Workers' Compensation
- Responsibilities added to the Payroll Technician and Accounting Technician positions during this transition period include:
 1. Comprehensive training through SCRMA and other agencies
 2. Understanding current minimum standards and practices, minimum SCRMA requirements, and understanding OSHA compliance issues
 3. Know the status of current employees on Workers' Compensation and any further requirements to bring these cases and files up-to-date
 4. Create a database for tracking Workers' Compensation information
 5. Track Workers' Compensation leave (separate from normal leave)
 6. Develop SOP's for Workers' Compensation duties
- Since the Payroll Technician is on leave, the 4% will be applied to the Accounting Technician and the ASB Clerk only.


Lorenzo Herrera
CSEA President


Jim Schiffman
Human Resources Director

Date: 12-16-03
Amended: 4-26-04

6-17-04

**Extension of MOU-Transition of Workers' Compensation
May 1, 2004 through June 30, 2004**

Substitute

ASB

Credit card payments

Assist with conference tracking

ASB

Payroll processing

Leave Accounting (inc payroll docks/includes w/c

Assist with Voluntary Deductions

Medical Enrollment Audits

Assist with ASB

Accounting Technician

Assist with Payroll Processing

Workers' Compensation

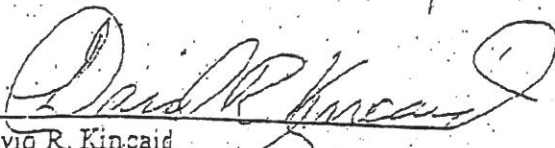
Assist with Medical Audit

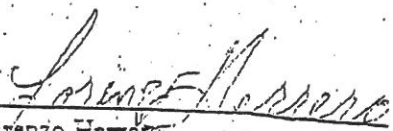
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(CSEA), CHAPTER #374

The Silver Valley Unified School District and California School Employees Association agree to the following:

- I. For the period January 5, 2004 until April 5, 2004 Virginia Andrews, Records and Attendance Clerk at Silver Valley High School will substitute for Linda Johnson, Senior Secretary, and will receive a 4% increase for a like period.
- II. This MOU will be in effect from Monday January 5, 2004 until Monday April 5, 2004.

It is understood that this arrangement is unique and does not set a precedent for future requests or situations.


David R. Kincaid
Interim Director Human Resources
Silver Valley Unified School District


Lorenzo Herrera
CSEA, President
California School Employees Association

12-16-03

Date

12-16-03

Date

MEMORANDUM OF UNDERSTANDING
REGARDING GRIEVANCE PROCESSING

Whereas the Silver Valley Unified School District and the California School Employees Association, Local Chapter 374 are parties to a collective bargaining agreement; and

Whereas Article XV of the current agreement contains the parties' agreement related to grievance processing; and

Whereas Article XV, section 15.4.3.2, sends unresolved grievances to binding arbitration through the American Arbitration Association; and

Whereas the American Arbitration Association charges a substantial fee to open an arbitration file; and

Whereas the parties desire to avoid the application of such fees;

Now therefore the parties agree to amend Article XV, section 15.4.3.2, to read:

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, the District shall request a list of seven (7) arbitrators from the State Conciliation and Mediation Service. The parties shall alternately strike names from the list provided until only one name remains.

Amended section 15.4.3.2 shall become effective upon signature by the representatives of each party.

Dated: 12-16-03

By: [Signature]

Dated: 12/16/03

By: [Signature]

Tentatively agreed to pending ratification of CSEA and SVUSD Board of Trustees.

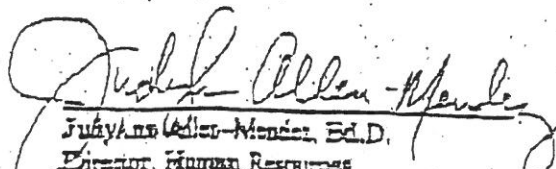
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #574


The Silver Valley Unified School District and the California School Employees Association, at their regularly scheduled CAC meeting, have tentatively agreed to the following employee reclassification:

1. The present title of Accounting Clerk-Food Services will be changed to read ~~Food Services~~-Accounting Secretary.
2. The job description has been changed to reflect any added or deleted duties and to give a more accurate account of what is presently required in this position (see attached).
3. This reclassification will be taken for board approval to the first meeting held after written notification of CSEA ratification has been sent to the Director of Human Resources.
4. The present Range 24 for this position will be changed to Range 25 to reflect the revised job responsibilities.

It is understood that this arrangement is unique and does not set a precedent for future requests or situations.

Tentatively agreed to pending ratification by the California School Employees Association and the District Board of Trustees.


 Judy Ann Keller-Mendez, Ed.D.
 Director, Human Resources
 Silver Valley Unified School District


 Linda Johnson
 CSEA, President
 California School Employees Association

5/15/03
 Date

5/16/03
 Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD) AND THE

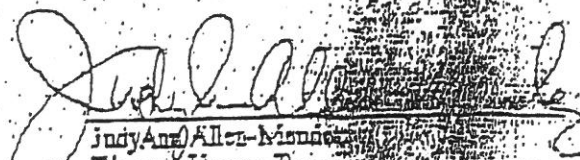
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374

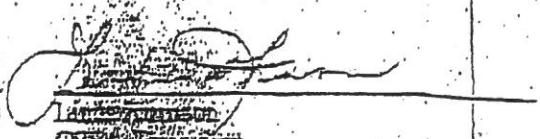
The Silver Valley Unified School District and California School Employees Association agree to the following of clarification regarding the present Health Clerk position at Newberry Elementary:

- I. The Health Clerk at Newberry is presently working a six hour day. In order to maintain the current staffing level and to meet current staffing needs, this position will now be reclassified as a six hour day for the balance of the 2002-2003 school year.
- II. The employee in this position will report to Newberry Elementary at 8am and remain at that site until 12pm. Lunch will be taken from 11:30-12pm at Newberry. Services at the second site will begin upon arrival at that site (12:30pm - 2:30pm). The employee will be paid mileage for the second site assigned for service. Alternative arrangements for the employee will be responsible for completing the appropriate paperwork and obtaining required signatures for mileage reimbursement on a monthly basis.

This MOU will take effect on March 24, 2003 and will last until June 30, 2003 when we will reevaluate the staffing needs.

It is also understood that this agreement is unique and does not set a precedent for future requests or situations.


 Judy Ann Allen-Minnick
 Director, Human Resources
 Silver Valley Unified School District


 Linda Peterson
 CSEA Representative
 California School Employees Association

3/26/03
 Date

3/26/03
 Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374

As part of our normal negotiations process we, the California School Employees Association and the Silver Valley Unified School District, have mutually agreed to Amendments to contract language in Article 17 as listed below. It will now read:

17.2 Voluntary Transfer Paragraph # 3 *old language:*

If only one qualified applicant applies, that unit member will be placed into the vacant position on a conditional basis, consistent with the guidelines of Article 17.6.

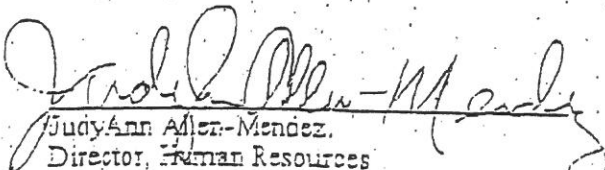
17.2 Voluntary Transfer Paragraph # 3 NEW LANGUAGE:

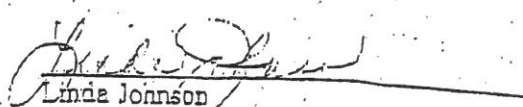
If only one qualified applicant applies and the previous evaluation (if only one exists) or evaluations (2 out of the last 3) are satisfactory, the unit member will be placed in the vacant position. If no evaluation is present then it will be considered satisfactory. Missing, scheduled evaluations as described in Article 6 will also be considered satisfactory.

17.6 Will Be Deleted Entirely.

This MOU will be effective for employees transferring as of January 1, 2003.

Tentatively agreed to pending ratification by the California School Employees Association and the District Board of Trustees.


JudyAnn Allen-Mendez
Director, Human Resources
Silver Valley Unified School District


Linda Johnson
CSEA, President
California School Employees Association

11/18/02
Date

11/18/02
Date

SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between the Silver Valley Unified School District, herein after "District" and the California School Employees Association and its local Chapter #374, hereinafter "Association" as a settlement to an Unfair Labor Practice Charge No. LA-CD-21159.

WHEREAS, the Association filed an Unfair Labor Practice Charge against the District for denying a bargaining unit member the right to Association representation at a disciplinary meeting; and

WHEREAS, the District and the Association recognize that bargaining unit members are entitled to Association representation at all meetings with bargaining unit members which are disciplinary, or which could lead to discipline, as provided in Section 2543 of the Educational Employment Relations Act; and

WHEREAS, The District and the Association recognize that the Association has the right to represent its members at meetings which are disciplinary or could lead to discipline as provided for in Section 2542.1 of the Educational Employment Relations Act; and

WHEREAS, the District and the Association are in agreement that it is in the best interest of all parties to settle the above referenced Unfair Labor Practice Charge;

NOW THEREFORE, the District and the Association enter into the following agreement as a full and complete settlement of Unfair Labor Practice Charge No. LA-CD-21159.

1. The District will allow all bargaining unit member the right to representation by representatives authorized by the Association, at any meeting which involves discipline, or at any meeting which the unit member feels might lead to discipline;
2. The district will advise bargaining unit members that they have the right to be represented by an Association representative of their choosing; prior to any meeting which involves discipline; could lead to discipline; or before questioning on matter which might lead to discipline;

3. The District will allow bargaining unit members reasonable time to contact their Association representative, before meeting with the unit member on any matter which involves discipline or could lead to discipline;
4. The district will advise the unit membership of the nature of the meeting before meeting with the unit member for purposes of issuing discipline, or questioning the unit member on matters which might lead to discipline; and
5. The Association will withdraw its Unfair Labor Practice Charge No. LA-CR-3159 against the District.

This settlement agreement is entered into this 20 day of April, 1992.

FOR THE DISTRICT

FOR THE ASSOCIATION

[Signature]
April 20, 1992
 DATE

[Signature]
4-20-92
 DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT (SVUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #374

As part of our normal negotiations process we, the California School Employees Association and the Silver Valley Unified School District, have mutually agreed to Amendments to contract language in Article 17 as listed below. It will now read:

17.2 Voluntary Transfer Paragraph # 3 *old language:*

If only one qualified applicant applies, that unit member will be placed into the vacant position on a conditional basis, consistent with the guidelines of Article 17.6.

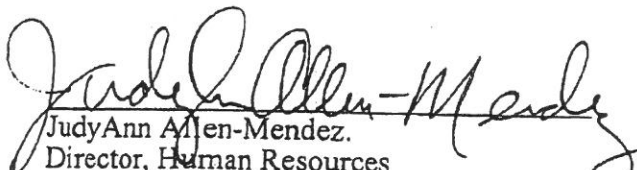
17.2 Voluntary Transfer Paragraph # 3 **NEW LANGUAGE:**

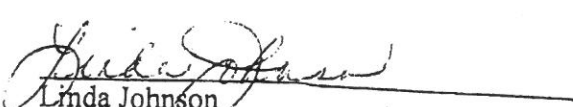
If only one qualified applicant applies and the previous evaluation (if only one exists) or evaluations (2 out of the last 3) are satisfactory, the unit member will be placed in the vacant position. If no evaluation is present then it will be considered satisfactory. Missing, scheduled evaluations as described in Article 6 will also be considered satisfactory.

17.6 **Will Be Deleted Entirely.**

This MOU will be effective for employees transferring as of January 1, 2003.

Tentatively agreed to pending ratification by the California School Employees Association and the District Board of Trustees.


JudyAnn Allen-Mendez
Director, Human Resources
Silver Valley Unified School District


Linda Johnson
CSEA, President
California School Employees Association

11/18/02
Date

11/18/02
Date

PUBLIC EMPLOYMENT RELATIONS BOARD
OF THE STATE OF CALIFORNIA

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION,

Charging Party,

v

SILVER VALLEY UNIFIED SCHOOL
DISTRICT,

Respondent.

Case No. LA-CR-3159

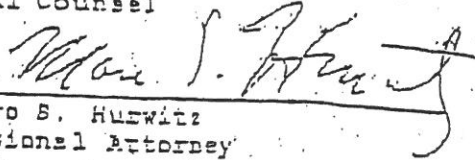
NOTICE OF WITHDRAWAL
AND CLOSURE OF CASE

NOTICE IS HEREBY GIVEN that the above-captioned unfair
practice charge has been withdrawn by the Charging Party without
prejudice. Accordingly, the case is closed.

DATED: May 29, 1952

JOHN W. SPITTLER
General Counsel

By


Mark S. Hurwitz
Regional Attorney

Attachment: Letter of withdrawal