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MEMORANDUM OF UNDERSTANDING

between

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #1717

and

TWIN RIVERS UNIFIED SCHOOL DISTRICT

2010-2011 LAYOFF ISSUE

The Twin Rivers Unified School District ("District") has notified California School Employees Association Chapter #1717 ("CSEA") that they intend to layoff classified bargaining unit members for 2010-2011 year. Since the District and CSEA (hereinafter collectively "the Parties") have not completed negotiations over a collective bargaining agreement, it is the intent of the parties to establish a process for the layoffs currently proposed to take effect on July 1, 2010 only. Therefore,

The Parties agree to the following:

1. Title changes for all classified bargaining unit members are attached in Appendix A and B. The establishment of this list of job titles does not constitute final agreement by the parties on the outstanding job titles and job descriptions for Twin Rivers USD classified bargaining unit members. This will result in a reduction in layoffs of at least 50 FTE.
2. The process for the July 1, 2010 layoffs will be:
 - a. The District will identify the actual positions to be eliminated
 - b. If more than one position in a classification is to be eliminated, the least senior bargaining unit members in the classification shall be laid off.
 - c. Seniority will be based on earliest date of hire in the current classification, any equal classifications, and/or higher classifications within Twin Rivers Unified School District, Grant Joint Union High School District, Rio Linda Union School District, North Sacramento School District, or Del Paso Heights Elementary School District. Such seniority will be utilized in ranking bargaining unit members in the Job Titles (See appendix A) which will be affected by July 1, 2010 layoffs to determine which bargaining unit members are the least senior in that job title.
 - d. If a bargaining unit member subject to layoff in one classification has seniority in an equal or lower classification, he/she may bump into the equal, then lower classification provided there are less senior bargaining unit members in the equal or lower classification. The bargaining unit member will bump into the Job Title (see Appendix A) that corresponds to the equal or lower classification he/she holds seniority within. A bargaining unit member may also be placed into a

vacant position in the equal or lower classification in accordance with Section 3 (e) below. Such bargaining unit member shall not be required to interview.

- e. Where bumping occurs in a classification, the senior bargaining unit member will bump into the position of the least senior bargaining unit member whose hours are equal to or higher than the hours he/she is currently assigned. If no such position exists, the bargaining unit member will bump into the position of the least senior bargaining unit member that most closely approximates his/her current assigned hours.
 - f. If two or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall first be based on total seniority including seniority in classification, equal classifications, higher classifications, and lower classification. If a tie still exists the determination shall be made by lot. CSEA will be notified of the results of the first tie-breaker and may be present if lots are drawn.
 - g. Bargaining unit members laid off shall be placed on the thirty-nine (39) month reemployment list. Bargaining unit members who bump into a lower classification shall remain on the reemployment list for sixty-three (63) months. Bargaining unit members who voluntarily consent to a reduction in hours in order to avoid separation from active service to the District shall also be placed on the reemployment list for sixty-three (63) months.
 - h. A bargaining unit member affected by layoffs may request a meeting with Classified Personnel to discuss their bumping rights and options. CSEA retains the right to be present at all such meetings.
3. The Parties agree to hold all vacancies as determined by the District to retain (as listed in Appendix C) in abeyance until effects of layoff negotiations have been completed. Any vacant positions which the District determines not to fill under this provision, will be considered to be cost savings to the District and shall be credited toward any future cost savings the District may claim to need from the classified bargaining unit for the 2010-11 fiscal year.
4. After all laid off bargaining unit members serving in the same classification have filled vacant positions as noted in paragraph 3 and provided there are other vacant positions available, any classified bargaining unit member receiving a layoff notice shall be eligible to fill vacant positions as listed in Appendix C. Bargaining unit members must submit a resume, on-line or in writing, that meets the minimum qualifications for the vacant position and will be screened by the District to ensure that the minimum qualifications have been met. Qualified bargaining unit members will be interviewed for the vacant positions and the person will be selected from this group of laid off bargaining unit members. The District will provide CSEA the opportunity to have a unit member present as a "monitor" for the interviews regarding vacant positions. The monitor for each interview will be selected by the CSEA Chapter President. The monitor will observe the interview process but will not participate in scoring or discussion of the interview or the interview process, including but not limited to making any oral comments. The District and CSEA agree that this monitoring is being done for the limited purposes of this Memorandum of Understanding, and only with regard to the

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vacant positions noted above, and does not provide any precedential value with regard to how interviews are to be conducted in the District in the future. The District will provide bargaining unit members release time from their regular duties, if necessary, to allow for testing for minimum qualifications.

5. A classified bargaining unit member may appeal his/her designated classification title by completing the Classification Appeals Process Form (Appendix D). Additionally, appeals of laid off bargaining unit members under this memorandum of understanding must be submitted no later than June 1, 2010 by 4:30 p.m.
6. Bargaining unit members are encouraged to contact their Human Resources Technician if they have questions or dispute their seniority placement. If they still question or dispute their seniority placement, bargaining unit members may appeal their placement on the seniority list in writing on Seniority Appeals Form (see Appendix E). Such challenge must be submitted no later than June 1, 2010 by 4:30 p.m. The Director of Classified Personnel and the Chief Job Steward will review all the appeals and the personnel files of all bargaining unit members who submit appeals and render a final decision on seniority placement for the July 1, 2010 layoff.
7. The Seniority list for all classifications affected by the July 1, 2010 layoff will be provided to CSEA by March 29, 2010. This list will show seniority in the bargaining unit member's current classification only. The final seniority list showing seniority in all classifications the bargaining unit member holds seniority within will be provided to CSEA by April 2, 2010. Both lists will be attached to the final ratified agreement as Appendices F & G respectively.
8. All seniority placement appeals and classification appeals that do not result in a majority decision may be submitted to a single expedited arbitration hearing as provided in Appendices D and E.
9. The Parties recognize that until a uniform salary schedule is completed, classified bargaining unit members will continue to be on separate salaries while performing work under the same job title.
10. The Parties shall meet and negotiate the effects of such layoffs no later than sixty (60) calendar days prior to the effective date of the layoffs.
11. The District shall notify the least senior bargaining unit member in each classification in writing a minimum of forty-five (45) calendar days prior to the effective date of the layoff. The notice shall contain:
 - a. The reason for the layoff and its effective date,
 - b. The bargaining unit member's bumping rights as defined in Section 2 above, if any,
 - c. The bargaining unit member's re-employment rights as defined in Section 2 above.

12. Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon discovery of the error and given all rights and privileges including retroactive pay, health and welfare benefits, vacation and sick leave accrual as if the bargaining unit member had not been laid off at all.

13. Any bargaining unit member who elects service retirements from the Public Employees Retirement System (PERS) shall be placed on a reemployment list for thirty-nine (39) months. The District shall notify PERS of the fact that the retirement was due to layoff. If the bargaining unit member is offered and accepts in writing, an appropriate offer of reemployment, the District shall maintain the vacancy until PERS has properly processed the bargaining unit member's request for reinstatement from retirement.

14. In the event that this Memorandum of Understanding is violated, CSEA shall be entitled to file a claim under the grievance procedure as outlined in the former Grant collective bargaining agreement, which ends in binding arbitration.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #1717

BY: Velma Strong
(Print)

BY: *Velma Strong*
(Signature)

DATE: March 22, 2010

TWIN RIVERS UNIFIED SCHOOL DISTRICT

BY: Patty L. Smart
(Print)

BY: *Patty L. Smart*
(Signature)

DATE: 3.22.10

**Addendum #3
To the Memorandum of Understanding
2010-2011 Layoff Process**

The Twin Rivers Unified School District and the California School Employees Association Chapter #1717 hereby agree to the following addendum to the 2010-2011 Layoff Process Memorandum of Understanding:

1. Appendix A and B of the "Layoff Process Memorandum of Understanding" details how classifications from the four (4) former districts that unified to form TRUSD (hereinafter "former Districts") "flow" into TRUSD job titles. Custodians working under the Del Paso and Rio Linda contracts prior to the TRUSD unification who work day shifts will now be flowed into the title of Head Custodian I.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #1717

BY: Jeff Askins (Print) BY:  (Signature)

DATE: July 20, 2010

TWIN RIVERS UNIFIED SCHOOL DISTRICT

BY: Patty L. Smart (Print) BY: PATTY L. Smart (Signature)

DATE: July 20, 2010

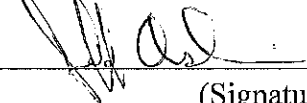
**Addendum #4
To the Memorandum of Understanding
2010-2011 Layoff Process**

The Twin Rivers Unified School District and the California School Employees Association Chapter #1717 hereby agree to the following addendum to the 2010-2011 Layoff Process Memorandum of Understanding dated March 22, 2010:

1. The Twin Rivers Unified School District and California School Employees Association Chapter #1717 agree that the title changes listed on Appendix B (Placement Chart) & Appendix G (Seniority List with Bumping) became permanent on March 22, 2010. The parties also agree that seniority appeals and classification appeals shall be extended until September 15, 2010 for all employees (except those that have already appealed either their seniority and/or classification or those bargaining unit members who have not had their job description Board approved). Further, as additional job descriptions become Board approved, CSEA and the District agree that bargaining unit members shall have 30 days from the date of Board approval to appeal their placement within that job classification and their seniority date within that job classification. The District and CSEA also agree to one additional representative per appeal process, for each party.
2. The 2010-2011 Layoff Process Memorandum of Understanding, including addendums, will be in effect until the parties agree on a permanent layoff process in the layoff article in a collective bargaining agreement between the parties.


CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #1717

BY: Jeff Askins BY: 
(Print) (Signature)

DATE: 6-24-10

TWIN RIVERS UNIFIED SCHOOL DISTRICT

BY: Rob Ball BY: 
(Print) (Signature)

DATE: June 24, 2010

**Addendum #5
To the Memorandum of Understanding
2010-2011 Layoff Process**

The Twin Rivers Unified School District and the California School Employees Association Chapter #1717 hereby agree to the following addendum to the 2010-2011 Layoff Process Memorandum of Understanding:

1. The Twin Rivers Unified School District (TRUSD) and California School Employees Association Chapter #1717 hereby acknowledge that, as expected, issues still remain regarding the flow of employees from classifications in the four former districts into TRUSD classifications and the seniority that such employees carry with them from their former District classifications into the Twin Rivers classification. Employees who flow into a Twin Rivers classification will have their seniority in the Twin Rivers classification established based on the following criteria:
 - A. If they have been performing a majority of the core requirements and duties of the Twin Rivers classification, their seniority date shall be their initial date of hire in the former District in that classification.
 - B. If they have performed some of the core requirements and duties of the TRUSD classification, but not a majority, and the Twin Rivers classification is simply the closest fit among Twin Rivers classifications, their seniority date shall be the date they flowed into the Twin Rivers classification.
 - C. Bargaining unit members may make claims to CSEA that their seniority relative to another employee in their classification is incorrect or inaccurate, and that either they should have more relative seniority or the other employee(s) should have less relative seniority based on the criteria in 1A and 1B above. CSEA will first review those claims and determine their validity. On claims CSEA determines to be valid, CSEA and the District Appeal committee will review seniority placement disputes made pursuant to 1A and 1B above. Such appeals must be submitted to the Appeals committee by no later than September 15, 2010. If the Appeal committee cannot resolve the dispute, either party may appeal the claim on the above basis to expedited arbitration.

2. As a completely separate and distinct issue, the District and CSEA also agree that the individual who is appealing his or her classification and/or seniority placement may

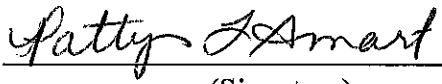
appear in front of the CSEA/TRUSD Appeal panel to explain their position on the issue but shall have no rights to vote on the panel.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #1717

BY: Jeff Askins BY: 
(Print) (Signature)

DATE: July 22, 2010

TWIN RIVERS UNIFIED SCHOOL DISTRICT

BY: PATTY L. SMART BY: 
(Print) (Signature)

DATE: July 21, 2010

Please contact your CSEA
representative for the
referenced Appendices A
thru G