MEMORANDUM OF UNDERSTANDING

PALO VERDE COMMUNITY COLLEGE DISTRICT AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, PALO VERDE COLLEGE CHAPTER 180

This Memorandum of Understanding between the Palo Verde Community College District ("District") and the California School Employees Association and its Palo Verde College Chapter 180 ("Association") (collectively "Parties") is entered into with respect to the following:

Whereas, all classified employees are afforded the 4th of July holiday, which is on Thursday of the week of July 1; and

Whereas, there are currently three (3) working days for classified employees during this period: Monday, Tuesday, and Wednesday, July 1, July 2, and July 3; and

Whereas, most classified employees are requesting vacation time for July 1, July 2, and July 3 and to approve the requests results in offices being closed to serve students; and

Whereas, in these times of fiscal crisis, the closing of the entire campus from Friday, June 28 through Sunday, July 7 provides significant utility cost savings;

Therefore, the Parties have reached agreement on the following items:

1. Although summer school classes will continue to be held on July 1, 2, and 3, the Parties agree that college offices will be closed on Monday, Tuesday, and Wednesday, July 1, July 2, and July 3, 2013 whereby all classified employees shall take vacation, available PN, or accrued comp time in order to remain in paid status on these three days. Accrued vacation beyond the allowed amount for 2012-13 may be used towards the July dates (eliminating the need for employees to take 3 days prior to June 30, 2013).

2. Should "floating holidays" be re-negotiated as part of the 2013-14 CSEA contract, vacation days used for July 1, 2, and/or 3 may be later amended as floating holidays;

3. The Parties further agree that no classified employee shall be placed in unpaid status or otherwise "docked" pay for failure to have accrued vacation, PN, or comp time available on July 1, 2, and 3, 2013. Because vacation is advanced effective July 1 for the 2013-14 year, no classified employee should be in a situation where all of their accrued vacation has been used.

4. Should the employee receive "advanced" vacation and subsequently resigns, retires, or leaves the employment of the District, the time advanced will be deducted from the employee's final paycheck earnings to reconcile the time allowed.

5. Exceptions for certain classified employees may be needed to maintain basic staffing levels to support summer school with such exceptions justified and approved by the immediate supervisor and the Superintendent/President or designee, with notification to CSEA as to who is approved to work on July 1, 2, and/or 3.

6. This MOU shall not be considered precedential, nor shall it create any binding practice.

7. This MOU is subject to ratification by the CSEA Chapter 180 Membership.

Agreed to this _____, pending Board of Trustees approval, at Blythe, California.

FOR THE DISTRICT	**FOR THE ASSOCIATION**
_____	_____
Denise Whittaker	Rich Soto, President
Interim Superintendent/President	CSEA Chapter 180 at Palo Verde CC