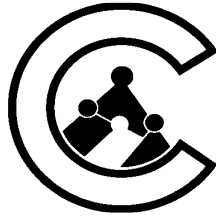


2005-2006 ADDENDUM BETWEEN



CUPERTINO UNION SCHOOL DISTRICT

AND



CUPERTINO EDUCATION ASSOCIATION

JULY 1, 2004 – JUNE 30, 2007

ARTICLE 3
PROFESSIONAL COMPENSATION

3.1 Salary Schedule

3.1.1 2005-2006 and 2006-2007

a. 2005-2006: The 2004-2005 salary schedule shall be increased by five percent (5.00%), retroactive to July 1, 2005. Pursuant to past practice, the following stipends and rates shall also be increased by the same percentage: adjunct duty, bonus for Master's degree, overnight stipends, and stipends that Master teachers receive for working with interns. (2005-2006)

b. 2006-2007: The 2005-2006 salary schedule shall be increased, retroactive to July 1, 2006, by a percentage equal to the District's COLA, as defined below, reduced by .68%. Pursuant to past practice, the following stipends and rates shall also be increased by the same percentage: adjunct duty, bonus for Masters degree, overnight stipends, and stipends that Master teachers receive for working with interns. (2005-2006)

i. Additional compensation per implementation of Article 4 (Health and Welfare). (2005-2006)

c. "COLA" as used in section 3.1.1(b) above, is defined to mean the same percentage as the effective Cost of Living Allowance (COLA) actually received by the District in the 2006-2007 school year as an unrestricted ongoing increase to the District's base revenue limit per ADA, and any additional increase to the District's base revenue limit per ADA actually received in the 2006-2007 school year, identical in effect to a COLA. Such additional increases include deficit reduction and/or equalization aid so long as they meet the definition set forth herein.

d. Total Package: Assuming for the sake of example only, a 7% COLA (as defined above) in 2006-2007 (as seems to be projected in the Governor's proposed budget), the two year salary increase would total 11.32%:

2005-2006:	5.00%
2006-2007:	<u>6.32%</u> (7% minus .68%)
	11.32%

ARTICLE 4
Health and Welfare Benefits

c. 2006-2007:

The District will determine the number of PFTEs as of April/May, 2006. The District's contribution to Fund 62 for 2006-2007 will be this number of PFTEs multiplied by the per PFTE dollar contribution that was established in 2005-2006 (e.g., the hypothetical \$8833).

Example 1 (Increased PFTEs): In April/May, 2006, there are 1100 PFTEs. Multiply the District's previously established dollar contribution of \$8833 per FTE by this number. The District's total contribution to Fund 62 for 2006-2007 is \$9,716,300.

Example 2 (Decreased PFTE's): In April/May, 2006, there are 1000 PFTEs. Multiply the District's previously established dollar contribution of \$8833 per PFTE by this number. The District's total contribution to Fund 62 for 2006-2007 is \$8,833,000.

One-Time Health Fund Augmentation: The District shall contribute an additional \$250,000 to Fund 62 above the amount that was funded in 2005-2006 based on 2005-2006 PFTEs. This augmentation is one-time only for the 2006-2007 school year. (2005-2006)

- d. The District will implement an IRC section 125 program as soon as possible following agreement between the District and the Association, to enable affected members to contribute the amounts required by this article through pretax dollars. (1998)

ARTICLE 23
DURATION

23.1 This agreement shall be in effect through 2004-2005, 2005-2006, and 2006-2007. (2004)

23.2 In 2005-2006 the parties agree to reopen Article 3 and one other article for each party, but not Article 4. (2004) The parties have agreed to forego all reopener negotiations for 2006-2007 based on the agreement set forth herein. (2005-2006)

23.2.1 In 2005-2006, CEA may also elect to reopen Section 7.2.8 (IEP meetings), in addition to the reopeners set forth in Section 23.2 above.

Cupertino Education Association

Cupertino Union School District

Cupertino Education Association

Cupertino Union School District

Date _____

Date _____