



**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville  
925-552-2933 \* www.srvusd.net



**BOARD OF EDUCATION MEETING AGENDA**  
**March 3, 2020**

**5:00PM Closed Session**

Mark Jewett, Vice-President  
Susanna Ordway, Clerk

Greg Marvel, President

**7:00PM Open Session**

Ken Mintz, Member  
Rachel Hurd, Member

Welcome to the San Ramon Valley Unified School District Board of Education meeting. Your interest in our schools is greatly appreciated.

**Closed Session:** Closed session meetings are not open to the public. By law, matters dealing with students and district employees are reserved for closed session to provide confidentiality. Other closed session topics can include litigation, property negotiations, and collective bargaining issues with employee associations. Members of the public are given the opportunity to speak regarding closed session items prior to the closed session.

**Open Session:** Meetings of the Board of Education are held for board members to conduct the district's business in public. During board meetings, board members have opportunities to recognize individuals for exemplary accomplishments, to review reports from staff, employee groups, and partnership organizations, to discuss district policies and goals, and to act on items that need formal approval. Open session is audio and video recorded.

Individuals who wish to speak before the Board of Education are asked to submit a speaker card to the Board Secretary indicating the item that you wish to address. The Board President will call you forward when the item is introduced. If you are not speaking on a particular agenda item, the Board President will recognize you under non-agenda Public Comment. All comments must be limited to three minutes. By law, board members can only discuss items that are actually on the agenda. For this reason, board members do not engage in dialogue with individuals speaking during the non-agenda public comment section of the meeting. For individuals who wish to speak with board members in depth about an issue, contacting board members on an individual basis is recommended, although individual board members have no legal authority to make decisions without consideration by the whole board.

**Action items** are considered and voted on individually by the board. **Consent items** are considered routine in nature and are approved by combining them into a single vote. A member of the Board of Education or a member of the public may request that a consent item be removed from the consent agenda and voted on separately.

Copies of board agenda backup and other informational materials provided to members of the Board of Education are available for review in the Office of the Superintendent beginning at 4:00 PM on the last working day of the week preceding each meeting of the Board of Education. For disability related modification or accommodation, please contact the Office of the Superintendent at 552-2933 during business hours.

*In compliance with Brown Act regulations, this agenda was posted 72 hours before the noted meeting.  
Cindy Fischer, Executive Assistant*



**CLOSED SESSION**  
**Superintendent's Conference Room**  
**March 3, 2020**  
**5:00PM**

- 1.0 Call to Order**
- 2.0 Attendance**
- 3.0 Acceptance of Closed Session Agenda and Public Comment**

**Adjournment to Closed Session**

- 4.0 Closed Session Agenda**
  - 4.1 Student Expulsion**
    - a) Case No. 06-19/20
  - 4.2 Public Employment**  
(Government Code Section 54957)
    - a) Certificated Administrator
    - b) Classified Administrator
  - 4.2 Conference with Legal Counsel – Existing Litigation**  
(Subdivision a) Section 54956.9 California Government Code)
    - a) 554734
    - b) 537603
    - c) SRVUSD vs CAL STRS – 34-2019-8000317
  - 4.4 Conference with Labor Negotiator – Agency Keith Rogenski  
Assistant Superintendent Human Resources**
    - a) SRVEA, CSEA, SEIU

**Adjournment**



**OPEN SESSION  
Board Rooms  
March 3, 2020  
7:00 PM**

Please Note: All Public Comment is Limited to Three (3) Minutes

- 5.0 Pledge of Allegiance/Attendance**
- 6.0 Report of Actions Taken in Closed Session**
- 7.0 Acceptance of Minutes**
  - 7.1 Minutes of February 11, 2020 **Action**
- 8.0 Agenda Approval and Consent Action**
  - 8.1 Acceptance of Open Session Agenda **Action**
  - 8.2 Approval of Consent Agenda **Action**
- 9.0 Reports to the Board**
  - 9.1 Student Board Report – Dougherty Valley High School **Oral**
  - 9.2 Presentation – Teacher of the Year **Oral**
  - 9.3 Contra Costa County Office of Education (“CCCOE”) AB1200 Conditional Approval – Bill Clark, Deputy Superintendent CCCOE **Oral**
  - 9.4 Public Comment for Non-Agenda Items (Comments Limited to Three Minutes) **Oral**
  - 9.5 Association Presidents’ Comments **Oral**
- 10.0 Action Items/Public Hearings**
  - 10.1 Consideration of Adoption of Resolution No. 64/19-20, Approval of Emergency Resolution in the Event of Concerted Refusal to Work by Employees **Enclosure Action** (Rogenski)
  - 10.2 Consideration of Acceptance of the 2019-20 Second Interim Financial Report **Enclosure Action** (Medici)
  - 10.3 Public Disclosure of the Major Provisions of the 2019-20 California School Employees Association, (CSEA) Chapter 65, Unit II and Unit III Agreements in Accordance with the Requirements for AB1200, AB2756 & Govt. Code 3547 **Enclosure** (Medici)
  - 10.4 Consideration of Approval of a Tentative Agreement between the San Ramon Valley Unified School District and the California School Employees Association (CSEA), Chapter #65, Unit II, for a Successor Agreement for the Period of July 1, 2019 through June 30, 2022 **Enclosure Action** (Rogenski)

- |             |   |  |
|-------------|---|--|
| 10.5        | Consideration of Approval of a Tentative Agreement between the San Ramon Valley Unified School District and the California School Employees Association (CSEA), Chapter #65, Unit III, for a Successor Agreement for the Period of July 1, 2019 through June 30, 2022 | Enclosure<br><b>Action</b><br>(Rogenski) |
| 10.6        | Consideration of Board Vote for the 2020 California School Boards Association Delegate Assembly Election  | Enclosure<br><b>Action</b><br>(Schmitt)  |
| 10.7        | Consideration of Adoption of Resolution No. 60/19-20 Approval of Provisional Internship Permit (PIP) Request(s)   | Enclosure<br><b>Action</b><br>(Rogenski) |
| <b>11.0</b> | <b>Consent Items</b>  |  |
| 11.1        | Consideration of Approval of Certificated Personnel Changes   | Enclosure<br><b>Consent</b>              |
| 11.2        | Consideration of Approval of Classified Personnel Changes   | Enclosure<br><b>Consent</b>              |
| 11.3        | Ratification of Warrants  | Enclosure<br><b>Consent</b>              |
| 11.4        | Consideration of Approval of Contracts/Purchases Over \$50,000  | Enclosure<br><b>Consent</b>              |
| 11.5        | Consideration of Adoption of Resolution No. 62/19-20, Approving Routine Budget Revisions  | Enclosure<br><b>Consent</b>              |
| 11.6        | Consideration of Approval of Revised Miscellaneous Salary Schedule  | Enclosure<br><b>Consent</b>              |
| 11.7        | Consideration of Adoption of Resolution No. 63/19-20 for Golden View Elementary School Modernization Project – W.A. Thomas Co., Inc.  | Enclosure<br><b>Consent</b>              |
| 11.8        | Consideration of Approval of WASC (Western Association of Schools & Colleges) Mid-Term Progress Report for Dougherty Valley High School   | Enclosure<br><b>Consent</b>              |
| 11.9        | Consideration of Approval of Out-of-State School Trip for San Ramon Valley High School Theater Arts Students to the Oregon Shakespeare Festival in Ashland, Oregon – October 8-11, 2020   | Enclosure<br><b>Consent</b>              |
| <b>12.0</b> | <b>Administrative Matters</b>   |  |
| 12.1        | Board Members' Reports  |  |
| 12.2        | Superintendent's Report   |  |

**Adjournment**





On a motion by Ken Mintz seconded by Mark Jewett, the February 5, 2020 minutes were approved. (5/0)

- 8.0 **Agenda Approval and Consent Action**
- 8.1 **Acceptance of Open Session Agenda** On a motion by Susanna Ordway seconded by Ken Mintz, the open session agenda was approved. (5/0)
- 8.2 **Approval of Consent Agenda** On a motion by Mark Jewett seconded by Susanna Ordway, the consent agenda was approved as amended. Item 11.1 was revised (5/0). Board Member Mintz recused himself of any items under 11.3 regarding ongoing business with AT&T or other telecommunication providers.
- 9.0 **Reports to Board**
- 9.1 **Student Board Report – San Ramon Valley High School** Jack Estes student at San Ramon Valley High School gave the report.
- 9.2 **Presentation – Montair Elementary School** Principal Ondi Tricaso gave an overview of Montair School including their ELA and math CAASPP scores, actions to boost underserved, social emotional strengths and areas for growth and focus on the whole child.
- 9.3 **Women’s History Month - March** Assistant Superintendent Christine Huajardo shared the theme “Valiant Women of the Vote”.  
Honoring the brave women who fought to win suffrage rights for women.
- 9.4 **Arts Education Month - March** Ms. Huajardo shared that this nationally recognized month recognizes the transformative power of art in education.
- 9.5 **Prescription Drug Abuse Awareness Month - March** Ms. Huajardo noted that this resolution provides an opportunity to raise awareness about prescription drug abuse.
- 9.6 **Public Comment for Non-Agenda Items** Tracy Davis  
Jamilah Lucas
- 9.7 **Association Presidents’ Comments** CSEA President Tami Castelluccio  
SRVEA President Ann Katzburg
- 10.0 **Action Items/Public Hearings**
- 10.1 **Consideration of Adoption of Resolution No. 61/19-20, California Schools and Local Communities Funding Act of 2020** Superintendent Schmitt recommended that the Trustees table the discussion regarding the ballot initiative until it qualifies for the ballot.  
On a motion by Rachel Hurd seconded by Mark Jewett the Board voted to accept Superintendent Schmitt’s recommendation. (5/0)  
Public Comment: Tami Castelluccio
- 10.2 **Permission to Pursue Savings through General Obligation Restructuring and Refinancing Options** On a motion by Ken Mintz seconded by Mark Jewett the Board gave permission to pursue savings through general obligation restructuring and refinancing options. (5/0)
- 11.0 **Consent Items**
  - 11.1 Consideration of Approval of Certificated Personnel Changes
  - 11.2 Consideration of Approval of Classified Personnel Changes
  - 11.3 Ratification of Warrants
  - 11.4 Consideration of Approval of Contracts/Purchases Over \$50,000

- 11.5 Consideration of Rejection of Claim #580702 Against the District
- 11.6 Adoption of Textbook
- 11.7 Consideration of Approval of New Course Proposals – Artificial Intelligence Explorations; English 9: Justice and Community; English 11: Justice and Community; Media Leadership and Publication Management; Principles of Leadership and Community Organization, Spanish \*\*\*: Food and Travel; Sports Broadcasting; Sports Management; The Psychology and Philosophy of Happiness
- 11.8 Consideration of Approval of Out-of-State School Trip for Monte Vista High School Speech and Debate Students to the National Speech and Debate Tournament in Lexington, Kentucky – April 17-20, 2020
- 11.9 Consideration of Approval of Out-of-State School Trip for Dougherty Valley High School Robotics Students to the VEX World’s Competition in Louisville, Kentucky – April 21-26, 2020
- 11.10 Consideration of Approval of Out-of-State School Trip for Monte Vista High School Speech and Debate Students to the National Speech and Debate Tournament in Albuquerque, New Mexico – June 13-20, 2020
- 11.11 Consideration of Approval of the 2020-2021 and 221-2022 S.I.T.E.S.: SR Infant/Toddler Instructional Calendars
- 11.12 Ratification of Facilities and Operations Contracts
- 11.13 Consideration of Approval of Revisions to the Measurer D Master Program Budget
- 11.14 Consideration of Approval of Bid Award for Charlotte Wood Middle School Modernization – Increment 1
- 11.15 Consideration of Adoption of Resolution #59/19-20, Approving the Support of Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents

**12.0 Administrative Matters**

**12.1 Board Member’s Reports**

Board members shared their reports and comments, noting attendance at the following:

Board Member Hurd along with Superintendent Schmitt attended meetings at Monte Vista and California High with the Black Student Unions.  
Board Member Mintz along with Susanna Ordway attended the San Ramon Diversity meeting and plans to attend the GSA Forum on Thursday, February 13, 2020.  
Board Secretary Ordway along with Greg Marvel participated in the Superintendent’s Student Advisory Committee.  
Board Vice President Jewett along with Greg Marvel attended the first Budget Education Committee.  
Board President Marvel attended the Department of Education workshop from the CSBA on the Governor’s proposed budget.

**12.2 Superintendent’s Report**

Superintendent Schmitt thanked the board members for their support of students, staff and parents every day.

**Adjourned**

Open session adjourned at 8:16PM.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** March 3, 2020

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION NO. 64/19-20,  
APPROVAL OF EMERGENCY RESOLUTION IN THE EVENT OF  
CONCERTED REFUSAL TO WORK BY EMPLOYEES

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**DISCUSSION:** In the event of an employee work stoppage, it is the intent of the Board of Education to keep schools open and operating. Resolution No. 64/19-20 outlines emergency procedures and responsibilities to be put into effect by the Superintendent or Superintendent's designee when it is determined that such conditions exist. The resolution specifies actions that will be taken and provides specific authority to the Superintendent and specified administrative staff until such time that the disruption is ended.

**RECOMMENDATION:** Staff recommends the Board adopt Resolution No. 64/19-20, Emergency Resolution in the Event of Concerted Refusal to Work by Employees, as presented.

**BUDGET IMPLICATIONS:** None



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Rick Schmitt  
Superintendent

10.1  
Item Number

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
**RESOLUTION NO. 64-19/20**  
**Emergency Resolution In The Event of Concerted Refusal To Work By Employees**

Strikes and Other Concerted Refusals to Work by District Employees

WHEREAS, it is the responsibility of the Board of Education of the San Ramon Valley Unified School District (hereinafter referred to as Board) to provide for the operation of the schools of the San Ramon Valley Unified School District (hereinafter referred to as District); and

WHEREAS, any strike, walk-out, slowdown, sick out or interruption of work planned by the employees of the District would materially and substantially disrupt the operations of the District; and

WHEREAS, the intent of this Resolution is to protect the education and welfare of the students and not to change working conditions of employees or the status quo between the District and any exclusive representative.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that it is the position of the District that any actual or serious threat of a concerted refusal to work by employees will impede or interfere with the normal operation of the District, resulting in great or irreparable damage to students and the District. For the purpose of this or other emergency resolution, the term "concerted refusal to work" shall mean any strike, walk-out, slow-down, sick out, or interruption of work planned or accomplished by employees together that is in violation of present Board policies, any applicable collective bargaining agreements, or state law.

BE IT FURTHER RESOLVED AND ORDERED that it is also the position of the District that any actual or serious threat of a concerted refusal to work by employees will constitute a legitimate emergency. In the event of any actual or serious threat of a concerted refusal to work by employees, the Superintendent is empowered to take appropriate action including, but not limited to, any action:

- To insure and protect the welfare, safety and educational well-being of all students;
- To insure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- To protect District property;
- To insure and protect the personal property of persons working for the District when such property is on District grounds;
- To provide necessary staffing.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent shall report all such actions taken in accordance with this resolution to the Board.

Maintenance of the Instructional Program

BE IT FURTHER RESOLVED AND ORDERED that it is the position of the District that in the event of any actual or serious threat of a concerted refusal to work by employees, all schools should remain open to provide an educational program for students. In view of the emergency situation, however, the Superintendent has the authority to close a school or schools, cancel or modify specific educational programs or courses, and cancel or postpone any extracurricular activities.

BE IT FURTHER RESOLVED AND ORDERED that once any school is open and students are present, every reasonable effort shall be made to provide a quality educational program. If a site administrator concludes at any time that a school should be closed, this report should be communicated to the Superintendent for action. The Superintendent shall close when it is evident that sufficient staff is unavailable to maintain adequate supervision of students or the safety and welfare of persons or property are in serious jeopardy.

BE IT FURTHER RESOLVED AND ORDERED that when a school is closed before the end of the instructional day, every effort shall be made to provide transportation to those normally assigned busing. If transportation cannot be provided immediately, those pupils shall be held at school until buses arrive or other transportation can be provided. All staff members shall remain in the school for the completion of the work day.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is directed to take and have other administrators take action against individuals who are involved in acts of malicious mischief, vandalism, disturbing the peace, assault, harassment, unlawfully disrupting the educational program, trespass, and other violations of the law.

Employee Participation in a Concerted Activity or Strike

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent shall implement appropriate administrative procedures so that employee participation in any concerted refusal to work shall be documented. In no case shall an employee be allowed to use sick leave, personal necessity leave, discretionary leave, or other authorized leaves when it is established that the employee is participating or participated in any concerted refusal to work for that period. If the Superintendent determines concerted effort is suspected, he shall require verification for use of sick leave and/or personnel necessity leave.



Emergency Substitute Employees and Independent Contractors

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to employ, subject only to subsequent ratification of the Board and according to law, emergency substitute employees and independent contractors:

- To insure and protect the welfare, safety and educational well-being of all students.
- To insure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- To protect District property;
- To insure and protect the personal property of persons working for the District when such property is on District grounds;
- To provide necessary staffing.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to employ emergency substitute teachers, part-time personnel, special lecturers, classified employees and/or security personnel during any actual concerted refusal to work at the most appropriate rate per day. All emergency substitute teachers shall hold a credential or other certificate authorizing them to perform substitute services.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to enter into contracts for performance of supplemental assignments or extracurricular activities, affected by those employees or units of employees participating in or supporting the concerted refusal to work, for the duration of the emergency at the rate now in effect for regular employees.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to retain whatever additional police, security, transportation, food, telephone, or other services which are necessary for the duration of the emergency. Such additional services may include the employment of individuals and the contracting with independent contractors which provide such services.

Employment and Authorization of Legal Counsel

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to retain legal services relating to an actual or serious threat of a concerted refusal to work by employees. The attorney shall be authorized to represent the District at the direction of the Superintendent in any legal action relating to the emergency. The Superintendent shall have the authority to direct the attorney to pursue any available legal remedies deemed appropriate by the Superintendent.

Reorganization of District Administration

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to transfer or assign additional duties to management, supervisory and confidential employees on a temporary basis so that the District can manage more effectively during an actual

or serious threat of a concerted refusal to work by employees. No such transfer or assignment of additional duties shall be with loss of compensation or in violation of any law.

#### Use of Volunteers

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent is hereby authorized to allow at his/her discretion the use of volunteers at any school facility during an emergency; these volunteers will be under the supervision of a credentialed employee including the Superintendent. All volunteers shall receive clear instructions regarding their responsibilities.

#### Spokesperson for the Board of Education

BE IT FURTHER RESOLVED AND ORDERED that there shall be only one spokesperson for the Board of Education. The Board President or his designee is hereby designated as the official spokesperson for the Board.

#### Spokesperson for the District

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent, the Director of Instructional Services and District Communications or the Superintendent's designee is hereby authorized to make public statements regarding the operations of the schools during an emergency.

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent shall provide relevant information about the District during an emergency. The Superintendent is hereby authorized to release any relevant information to representatives of the news media, parents, students, and members of the general public.

BE IT FURTHER RESOLVED AND ORDERED that the Chief Negotiator, as a designee of the Superintendent for the District, is hereby authorized to make public statements regarding the negotiations process.

#### The Negotiations Process

BE IT FURTHER RESOLVED AND ORDERED that the Board of Education hereby supports the efforts of the negotiating team of the District in any attempt to reach a mutually acceptable conclusion to the negotiations process through good faith bargaining.

#### No Discussion of Negotiation in the Classroom

BE IT FURTHER RESOLVED AND ORDERED that it is the position of the District that students shall not be directly involved in the negotiations process during instructional time in the classroom. No employee or visitor at any school site shall discuss the progress of negotiations, the merits or lack thereof of any issue in negotiations with students during their instructional day.

BE IT FURTHER RESOLVED AND ORDERED that the District may take disciplinary action against any employee who violates a directive in this resolution.

Responsibilities of Site Administrators

BE IT FURTHER RESOLVED AND ORDERED that, in addition to regularly assigned duties and any extra duties assigned by the Superintendent, each site administrator shall take the following actions upon notification of pending concerted refusal to work until further notified:

- On a daily basis, require all employees who may participate in a concerted refusal to work or who may not return to work for any other reason to leave at the site all school keys, grade books, lesson plans, roll books, student records, attendance cards, report cards, textbooks, and other necessary materials which are not the personal property of the employee.
- On a daily basis, require all certificated employees to leave their teacher's editions or teacher's manuals in their classroom.
- Accurately document all necessary information.
- Require that homework be given to students wherever that is the normal practice.
- Protect the students, staff and property.
- Site administrators shall carefully adhere to the Superintendent's directives in this area.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that this resolution shall be effective immediately.

IN WITNESS WHEREOF, we the members of the Board of Education of the San Ramon Valley Unified School District of Contra Costa County, California, have hereunto set our hands this 3<sup>rd</sup> day of March 2020, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Rick Schmitt  
Secretary to the Board of Education of the  
San Ramon Valley Unified School District  
of Contra Costa County, State of California

**DATE:** March 3, 2020

**TOPIC:** CONSIDERATION OF ACCEPTANCE OF THE 2019-20 SECOND  
INTERIM FINANCIAL REPORT

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**DISCUSSION:**

Twice a year, the District must prepare an interim report, which indicates whether the District will be able to meet its financial obligations for the current and two subsequent years. This report, prepared with information through January 31, 2020, includes the following components discussed below; ADA, financial statements for all funds, cash flow, multi-year projection and District Certification.

Average Daily Attendance

Estimated P-2 ADA of 30,902.

As a reminder, due to declining enrollment in 2019-20 compared to 2018-19, the District does not anticipate we will exceed the 2018-19 P-2 ADA level at the 2019-20 P-2 ADA reporting period. Education Code allows for 2019-20 ADA for LCFF and other ADA-based funding purposes to be the higher-of 2018-19 P-2 ADA or 2019-20 P-2 ADA. Our demographers have advised (as presented on the January 21, 2020 Board Agenda) declining enrollment will continue through 2020-21 and beyond, so we are anticipating that final/certified 2019-20 P-2 ADA will likely be the District's funded ADA level for 2020-21.

General Fund

The General Fund budget presented under Board Approved Operating Budget (column B) reflects the recent board approved budget revisions and revisions made for the Second Interim Report through January 31, 2020. The Projected Year Totals (column D) reflects the same revisions and subsequent budget adjustments and projections. Major adjustments since budget adoption include recognition of changes in state and local revenues. Salaries and benefits have been adjusted to reflect a 2.56% total compensation increase (salary schedule increases + employee-funded retiree benefit trust contributions) for all bargaining units. Updated projections for all expenditure categories have been adjusted in anticipation of projected expenditures through year end. The combined beginning balance of \$40,052,227 reflects the closing balances from the 2018-19 Unaudited Actuals Report. An Ending Balance of \$26,641,048 is currently projected for June 30, 2020.

Other Funds

The beginning balances in all funds have been adjusted to equal the 2018-19 Unaudited Actuals ending fund balances. The Special Reserve, Fund 17 reflects a Declining Enrollment reserve of \$4,782,360 and also reflects the District's Reserve for Economic Uncertainty of \$11,303,442. Projected ending balance is \$16,085,802. The Reserve for Capital Outlay, Fund 40 reflects where the District will account for all Capital Improvement Project revenues and expenditures independent of (1) Measure D and (2) the General Fund. Projected Ending balance is \$14,328,387.

Cash Flow

The District will maintain a positive cash balance through the end of the 2019-20 fiscal year.

Multi Year Projection

The projection assumes an enrollment decline of 275 students (“-275”) in 2020-21 and a further decline of -275 students in 2021-22. Local Control Funding Formula (LCFF), Costs of Living Adjustment (COLA), and Consumer Price Index (CPI) factors are aligned to the current School Service of California Financial Projection Dartboard. Medical costs are projected to increase 8.00% annually with no increase for Dental or Vision. Benefit costs reflect STRS and PERS required pension contribution rate increases. Under this set of assumptions, the District has a unrestricted General Fund ending balance of \$1,694,106 in 2021-22, which will be insufficient to cover the projected unrestricted General Fund deficits going forward in 2022-23 and beyond. As recommended in the County’s AB 1200 approval letter, the District will be required to provide a detailed plan to resolve the unsustainable unrestricted deficit issue.


District Certification

Based on this information, we recommend filing a positive certification for the 2019-20 Second Interim Report.

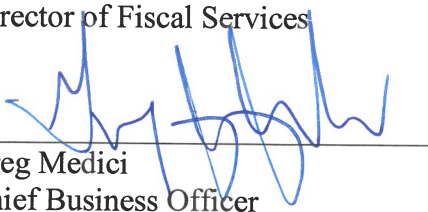
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RECOMMENDATION: The Administration recommends acceptance of the 2019-20 Second Interim Report.

**BUDGET IMPLICATIONS: None**

Gael Trieble by 

Gael Trieble  
Director of Fiscal Services

  
Greg Medici  
Chief Business Officer

  
Rick Schmitt  
Superintendent



NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
President of the Governing Board

**CERTIFICATION OF FINANCIAL CONDITION**

**POSITIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

**QUALIFIED CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

**NEGATIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Gael Treible Telephone: 925-552-2909

Title: Interim Director, Fiscal Services E-mail: gtreible@srvusd.net

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

<b>CRITERIA AND STANDARDS (continued)</b>			<b>Met</b>	<b>Not Met</b>
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?		X
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2018-19) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since first interim in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	n/a	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	275,817,790.00	276,017,165.00	154,851,652.72	275,780,609.00	(236,556.00)	-0.1%
2) Federal Revenue		8100-8299	6,358,456.00	6,716,825.00	607,511.20	6,752,559.00	35,734.00	0.5%
3) Other State Revenue		8300-8599	40,611,208.00	46,115,319.00	15,599,468.01	46,115,319.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30,011,049.00	32,786,837.00	16,068,746.17	33,027,708.00	240,871.00	0.7%
5) TOTAL, REVENUES			352,798,503.00	361,636,146.00	187,127,378.10	361,676,195.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	156,695,847.00	153,974,283.00	83,676,095.80	158,038,186.00	(4,063,903.00)	-2.6%
2) Classified Salaries		2000-2999	54,721,136.00	54,776,599.00	30,482,132.81	55,883,695.00	(1,107,096.00)	-2.0%
3) Employee Benefits		3000-3999	98,241,277.00	100,916,543.00	45,952,140.84	101,743,426.00	(826,883.00)	-0.8%
4) Books and Supplies		4000-4999	12,911,842.00	18,220,027.00	5,597,723.67	18,193,163.00	26,864.00	0.1%
5) Services and Other Operating Expenditures		5000-5999	32,396,134.00	35,995,064.00	18,350,374.31	37,959,049.00	(1,963,985.00)	-5.5%
6) Capital Outlay		6000-6999	183,500.00	670,499.00	36,359.14	670,499.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,412,463.00	1,485,326.00	256,883.41	1,533,186.00	(47,860.00)	-3.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			356,562,199.00	366,038,341.00	184,351,709.98	374,021,204.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			(3,763,696.00)	(4,402,195.00)	2,775,668.12	(12,345,009.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	1,694,001.00	1,694,001.00	1,694,001.00	0.00	0.0%
b) Transfers Out		7600-7629	2,778,951.00	2,836,902.00	148,508.71	2,760,171.00	76,731.00	2.7%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,778,951.00)	(1,142,901.00)	1,545,492.29	(1,066,170.00)		

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(6,542,647.00)	(5,545,096.00)	4,321,160.41	(13,411,179.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	40,052,227.48	40,052,227.48		40,052,227.48	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,052,227.48	40,052,227.48		40,052,227.48		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,052,227.48	40,052,227.48		40,052,227.48		
2) Ending Balance, June 30 (E + F1e)			33,509,580.48	34,507,131.48		26,641,048.48		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	114,900.00	114,900.00		114,900.00		
		9712	79,253.76	79,253.76		79,253.76		
		9713	769,615.28	769,615.28		769,615.28		
		9719	0.00	0.00		0.00		
b) Restricted			11,539,174.74	6,204,291.74		5,822,291.74		
c) Committed								
Stabilization Arrangements			0.00	0.00		0.00		
		9750	0.00	0.00		0.00		
Other Commitments			0.00	0.00		0.00		
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments			21,006,636.70	27,339,070.70		19,854,987.70		
		9780	21,006,636.70	27,339,070.70		19,854,987.70		
	0000	9780	5,814,030.00					
	0000	9780	2,428,748.00					
	0000	9780	1,084,452.00					
	0000	9780	68,217.00					
	0000	9780	6,400,000.00					
	0000	9780	1,500,000.00					
	0000	9780	1,996,000.00					
	0000	9780	1,915,243.74					
	0000	9780	(2,047,665.00)					
	1100	9780	1,847,610.97					
	1400	9780	(0.01)					
	0000	9780		6,250,000.00				
	0000	9780		2,485,883.00				
	0000	9780		667,681.00				
	0000	9780		1,430,116.00				
	0000	9780		2,480,066.74				
	0000	9780		1,775,884.00				
	0000	9780		1,806,669.00				
	0000	9780		8,224,754.00				
	1100	9780		2,218,016.97				
	1400	9780		(0.01)				
	0000	9780				6,250,000.00		
	0000	9780				2,485,883.00		
	0000	9780				229,221.00		
	0000	9780				1,430,116.00		
	0000	9780				(4,563,369.26)		
	0000	9780				1,775,884.00		
	0000	9780				1,806,669.00		
	0000	9780				8,224,754.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Lottery	1100	9780				2,215,829.97		
EPA	1400	9780				(0.01)		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		



2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	91,358,190.00	83,449,054.00	51,508,784.25	83,213,654.00	(235,400.00)	-0.3%
Education Protection Account State Aid - Current Year		8012	6,223,730.00	6,228,086.00	3,147,023.00	6,226,930.00	(1,156.00)	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	1,014,020.00	1,001,974.00	501,136.02	1,001,974.00	0.00	0.0%
Timber Yield Tax		8022	46.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,418.00	0.00	6,571.79	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	155,095,718.00	163,436,489.00	87,528,456.42	163,436,489.00	0.00	0.0%
Unsecured Roll Taxes		8042	4,497,566.00	4,548,322.00	4,316,617.96	4,548,322.00	0.00	0.0%
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8044	3,716,232.00	3,840,813.00	16,988.68	3,840,813.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	13,255,527.00	12,862,084.00	6,431,042.00	12,862,084.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	650,343.00	650,343.00	1,395,032.60	650,343.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>275,817,790.00</b>	<b>276,017,165.00</b>	<b>154,851,652.72</b>	<b>275,780,609.00</b>	<b>(236,556.00)</b>	<b>-0.1%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>275,817,790.00</b>	<b>276,017,165.00</b>	<b>154,851,652.72</b>	<b>275,780,609.00</b>	<b>(236,556.00)</b>	<b>-0.1%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	4,658,306.00	4,658,306.00	0.00	4,658,306.00	0.00	0.0%
Special Education Discretionary Grants		8182	651,006.00	651,006.00	0.00	651,006.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	465,962.00	553,090.00	190,161.83	553,090.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	268,227.00	463,514.00	257,185.44	463,514.00	0.00	0.0%

San Ramon Valley Unified  
Contra Costa County

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	146,980.00	222,934.00	128,447.08	258,668.00	35,734.00	16.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	0.00	0.00	8,958.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	96,086.00	96,086.00	9,611.27	96,086.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	71,889.00	71,889.00	13,147.58	71,889.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>6,358,456.00</b>	<b>6,716,825.00</b>	<b>607,511.20</b>	<b>6,752,559.00</b>	<b>35,734.00</b>	<b>0.5%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	18,336,443.00	18,714,536.00	10,297,266.65	18,714,536.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	501,131.00	501,131.00	284,607.40	501,131.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,314,921.00	1,314,921.00	1,313,493.00	1,314,921.00	0.00	0.0%
Lottery - Unrestricted and Instructional Mater		8560	6,628,008.00	6,983,606.00	1,907,316.96	6,983,606.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	308,489.00	308,490.00	0.00	308,490.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	13,522,216.00	18,292,635.00	1,796,784.00	18,292,635.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>40,611,208.00</b>	<b>46,115,319.00</b>	<b>15,599,468.01</b>	<b>46,115,319.00</b>	<b>0.00</b>	<b>0.0%</b>

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

San Ramon Valley Unified  
Contra Costa County

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	6,750,000.00	6,835,104.00	3,720,738.81	6,835,104.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	6,620.00	6,620.00	6,620.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,000,000.00	1,000,000.00	378,246.40	1,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,731,827.00	1,731,827.00	60,566.37	1,731,827.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	837,082.00	750,005.00	57,607.36	750,005.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	19,692,140.00	22,463,281.00	11,844,967.23	22,704,152.00	240,871.00	1.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>30,011,049.00</b>	<b>32,786,837.00</b>	<b>16,068,746.17</b>	<b>33,027,708.00</b>	<b>240,871.00</b>	<b>0.7%</b>
<b>TOTAL, REVENUES</b>			<b>352,798,503.00</b>	<b>361,636,146.00</b>	<b>187,127,378.10</b>	<b>361,676,195.00</b>	<b>40,049.00</b>	<b>0.0%</b>

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	128,440,694.00	127,197,145.00	68,762,955.73	131,026,230.00	(3,829,085.00)	-3.0%
Certificated Pupil Support Salaries		1200	13,452,668.00	11,724,265.00	6,308,503.20	11,724,265.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	12,524,149.00	<b>12,469,455.00</b>	7,201,936.83	12,705,773.00	(236,318.00)	-1.9%
Other Certificated Salaries		1900	2,278,336.00	2,583,418.00	1,402,700.04	2,581,918.00	1,500.00	0.1%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>156,695,847.00</b>	<b>153,974,283.00</b>	<b>83,676,095.80</b>	<b>158,038,186.00</b>	<b>(4,063,903.00)</b>	<b>-2.6%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	13,624,672.00	13,629,361.00	7,228,764.32	13,933,330.00	(303,969.00)	-2.2%
Classified Support Salaries		2200	22,810,748.00	<b>22,759,809.00</b>	12,370,043.31	23,033,954.00	(274,145.00)	-1.2%
Classified Supervisors' and Administrators' Salaries		2300	2,986,479.00	3,158,666.00	1,867,668.85	3,260,979.00	(102,313.00)	-3.2%
Clerical, Technical and Office Salaries		2400	13,630,929.00	13,654,695.00	7,972,149.11	14,081,889.00	(427,194.00)	-3.1%
Other Classified Salaries		2900	1,668,308.00	1,574,068.00	1,043,507.22	1,573,543.00	525.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>54,721,136.00</b>	<b>54,776,599.00</b>	<b>30,482,132.81</b>	<b>55,883,695.00</b>	<b>(1,107,096.00)</b>	<b>-2.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	37,239,703.00	40,887,500.00	14,002,864.13	41,630,952.00	(743,452.00)	-1.8%
PERS		3201-3202	9,822,218.00	9,849,118.00	5,267,330.08	10,008,589.00	(159,471.00)	-1.6%
OASDI/Medicare/Alternative		3301-3302	6,410,550.00	6,441,450.00	3,557,878.20	6,565,979.00	(124,529.00)	-1.9%
Health and Welfare Benefits		3401-3402	33,935,681.00	33,263,518.00	<b>18,835,132.91</b>	32,967,981.00	295,537.00	0.9%
Unemployment Insurance		3501-3502	107,375.00	107,941.00	58,094.02	110,487.00	(2,546.00)	-2.4%
Workers' Compensation		3601-3602	3,998,882.00	3,691,274.00	2,143,753.14	3,777,989.00	(86,715.00)	-2.3%
OPEB, Allocated		3701-3702	1,796,357.00	1,796,357.00	738.66	1,796,357.00	0.00	0.0%
OPEB, Active Employees		3751-3752	1,154,759.00	1,154,759.00	0.00	1,154,759.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,775,752.00	3,724,626.00	2,086,349.70	3,730,333.00	(5,707.00)	-0.2%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>98,241,277.00</b>	<b>100,916,543.00</b>	<b>45,952,140.84</b>	<b>101,743,426.00</b>	<b>(826,883.00)</b>	<b>-0.8%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	2,472,418.00	2,525,664.00	973,644.05	2,448,564.00	77,100.00	3.1%
Books and Other Reference Materials		4200	749,634.00	1,103,549.00	335,405.17	1,117,092.00	(13,543.00)	-1.2%
Materials and Supplies		4300	8,497,598.00	12,817,642.00	3,652,129.25	12,585,089.00	232,553.00	1.8%
Noncapitalized Equipment		4400	1,192,192.00	1,773,172.00	636,545.20	2,042,418.00	(269,246.00)	-15.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>12,911,842.00</b>	<b>18,220,027.00</b>	<b>5,597,723.67</b>	<b>18,193,163.00</b>	<b>26,864.00</b>	<b>0.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	6,438,950.00	5,753,503.00	2,499,862.48	6,088,503.00	(335,000.00)	-5.8%
Travel and Conferences		5200	788,701.00	850,890.00	260,378.06	842,840.00	8,050.00	0.9%
Dues and Memberships		5300	159,306.00	124,879.00	83,866.90	124,879.00	0.00	0.0%
Insurance		5400-5450	2,424,000.00	2,450,880.00	2,166,514.00	2,480,880.00	(30,000.00)	-1.2%
Operations and Housekeeping Services		5500	5,046,792.00	5,050,792.00	2,829,329.90	5,550,792.00	(500,000.00)	-9.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,625,621.00	3,920,018.00	1,733,031.39	4,092,698.00	(172,680.00)	-4.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(154,507.00)	(154,707.00)	(5,058.44)	(154,943.00)	236.00	-0.2%
Professional/Consulting Services and Operating Expenditures		5800	13,364,395.00	17,238,850.00	8,449,366.37	18,173,421.00	(934,571.00)	-5.4%
Communications		5900	702,876.00	759,959.00	333,083.65	759,979.00	(20.00)	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>32,396,134.00</b>	<b>35,995,064.00</b>	<b>18,350,374.31</b>	<b>37,959,049.00</b>	<b>(1,963,985.00)</b>	<b>-5.5%</b>

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	478.00	0.00	478.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	29,521.00	0.00	29,521.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	183,500.00	640,500.00	36,359.14	640,500.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>183,500.00</b>	<b>670,499.00</b>	<b>36,359.14</b>	<b>670,499.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	12,600.00	12,600.00	1,313.26	1,453.00	11,147.00	88.5%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,399,863.00	1,399,863.00	182,707.06	1,458,870.00	(59,007.00)	-4.2%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	2,656.00	2,656.31	2,656.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	70,207.00	70,206.78	70,207.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,412,463.00</b>	<b>1,485,326.00</b>	<b>256,883.41</b>	<b>1,533,186.00</b>	<b>(47,860.00)</b>	<b>-3.2%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>356,562,199.00</b>	<b>366,038,341.00</b>	<b>184,351,709.98</b>	<b>374,021,204.00</b>	<b>(7,982,863.00)</b>	<b>-2.2%</b>

2019-20 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	1,694,001.00	1,694,001.00	1,694,001.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	1,694,001.00	1,694,001.00	1,694,001.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	2,214,822.00	2,214,822.00	90,558.00	2,138,091.00	76,731.00	3.5%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	564,129.00	622,080.00	57,950.71	622,080.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,778,951.00	2,836,902.00	148,508.71	2,760,171.00	76,731.00	2.7%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(2,778,951.00)	(1,142,901.00)	1,545,492.29	(1,066,170.00)	(76,731.00)	-6.7%



**San Ramon Valley Unified School District**  
699 Old Orchard Drive, Danville, California, 94526

3/3/20  
Page 29 of 206  
Item 10.3

**DATE:** March 3, 2020

**TOPIC:** PUBLIC DISCLOSURE OF THE MAJOR PROVISIONS OF THE 2019-20 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, (CSEA) CHAPTER 65, UNIT II AND UNIT III AGREEMENTS IN ACCORDANCE WITH THE REQUIREMENTS FOR AB1200, AB2756 & GOVT. CODE 3547

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**DISCUSSION:** Assembly Bill (AB) 1200 and AB 2756 require local educational agencies to publically disclose the major provisions of all collective bargaining agreements before entering into a written agreement. Government Code, section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.”

This provision is intended to ensure that the public is aware of the known costs associated with a proposed collective bargaining agreement before it becomes binding upon the district.

In addition, the law requires that a district’s Superintendent and Chief Business Officer (CBO) certify in writing that the costs incurred under a collective bargaining agreement can be met by the district during the term of the agreement. The Public Disclosure Form, along with a copy of the proposed bargaining agreement, must be submitted to the County Office of Education for review at least (10) workdays prior to the date on which the Governing Board will take action on the proposed collective bargaining agreement.

The district has reached a tentative agreement with CSEA Unit II and CSEA Unit III and in accordance with requirements of the AB 1200, staff has prepared the AB 1200 Public Disclosure documents along with Certification that the district can meet the costs incurred under the agreement over its term.

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**RECOMMENDATION:** N/A – Public Disclosure only.

**BUDGET IMPLICATIONS:** Ongoing salary increase of 2.73% effective July 1, 2019, Unit II and an ongoing salary increase of 2.56% effective July 1, 2019 Unit III for a total 2019-20 budget impact of \$1,038,169.



Greg Medici  
Chief Business Officer



Rick Schmitt  
Superintendent

10.3

Item Number



## Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388  
Lynn Mackey, Superintendent of Schools

February 27, 2020

Rick Schmitt, Superintendent  
San Ramon Valley Unified School District  
699 Old Orchard Drive  
Danville, CA 94526

Dear Mr. Schmitt:

The County Office has reviewed the district's tentative salary settlement disclosures with San Ramon's bargaining units CSEA II (2.73%) and CSEA III (2.56%) for the 2019-20 fiscal year. Based on our analysis of the disclosure documents, it appears the agreements will result in an increase in costs of \$1,038,169 to support the salary increase effective July 1, 2019. These agreements will result in significant ongoing costs to the district.

The County Office has serious concerns about the fiscal condition of SRVUSD. As you may know, the county office is working with some larger districts who exhibit characteristics similar to SRVUSD. These districts suffer from ongoing deficit spending, declining enrollment and deteriorating ending fund balances. When these patterns persisted for a number of years, these districts suddenly found themselves in serious financial condition, requiring extraordinary budget reductions with the related elimination of services to support their instructional programs and hundreds of jobs being lost. Weak underlying financial conditions compounded, and a tipping point was reached after more moderate corrective action had been taken.

The proposed settlement adds significant additional ongoing costs to the district's current general fund deficit. Our settlement review was based on the AB 1200 disclosure documents which provides information about the district's ability to meet the costs to support the proposed settlement for the two CSEA units as well as all SRVUSD employee groups. The Multi-Year Projection included with the disclosure documents reports that the district **will not meet its unrestricted general fund minimum state** reserve requirement in the 2021-22 fiscal year without taking into account the reserve for economic uncertainty balance in special reserve fund 17. More troubling, the district projects a **\$4.5 million negative unrestricted general fund balance** in the 2022-23 fiscal year. These are the same conditions --- namely ongoing deficit spending, declining enrollment and deteriorating ending fund balances --- reported by other districts who found themselves in serious financial difficulty within a year or two.

For the above reasons, the County Office believes that SRVUSD has exceeded its capacity to support ongoing salary settlements without major reduction to

Rick Schmitt  
February 27, 2020  
Page 2 of 2

ongoing expenses. The district's administration does certify that the district will be able to meet the costs of the proposed agreement, but they also state that **"...current ongoing funds are not sufficient to provide for the agreement along with all other budget obligations."** Anticipating that the Board of Education intends to move forward with these settlements, along with similar settlements for all employee groups, the County Office requests that a detailed reduction plan be approved by resolution which addresses not only the cost of these settlements, but also eliminates the pattern of ongoing deficit spending protecting the district's unrestricted general fund reserve from further decline. The Board approved resolution and identified budget adjustments should be submitted to the County Office on or before the filing of SRVUSD's 2020-21 Adopted Budget.

With these requirements in place, the CCCOE agrees that the District will have sufficient financial resources to support the proposed settlement identified in this letter. It is the County Office's expectation that this, and any future salary settlements, will include expenditure reductions necessary to maintain a balanced budget without structural deficits for the current and two subsequent fiscal years.

We wish to thank your staff for the concise and complete disclosure packet that was submitted for our review. If you have any questions, please feel free to contact me at 925-942-3418.

Sincerely,



Bill Clark, Deputy Superintendent,  
Business and Administrative Services

BC:bf

cc: Greg Marvel, President, SRVUSD Board of Education  
Lynn Mackey, County Superintendent of Schools  
Greg Medici, Chief Business Official, SRVUSD  
Michelle Olinick, District Advisor, District Business Services, CCCOE

50 19/20

**CERTIFICATION**

To be signed by the District Superintendent and Chief Business Official of the district prior to submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

The certification is based on the most recent available information on state apportionments, property taxes and other sources of ongoing revenue as well as the most recent reasonable projections of ongoing expense.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB1200, AB2756 and Government Code 3547.5.

The Superintendent and Chief Business Official of the district certify that, based on the best of their knowledge as of the date of this certification, the district will be able to meet the costs incurred under the proposed agreement over the term of the agreement. Furthermore, all necessary adjustments to the current budget have been or will be made in order to provide the funding for the settlement that is outlined in this statement of disclosure.

**DISTRICT:** San Ramon Valley USD

W S O A  
\_\_\_\_\_  
**District Superintendent**

2/19/2020  
\_\_\_\_\_  
**Date**

[Signature]  
\_\_\_\_\_  
**Chief Business Official**

02/19/2020  
\_\_\_\_\_  
**Date**

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on March 3, 2020, took action to approve the proposed agreement.

\_\_\_\_\_  
**President, Governing Board**

March 3, 2020  
\_\_\_\_\_  
**Date**



**SUMMARY OF TENTATIVE AGREEMENT**

**WITH** CSEA II and III **BARGAINING UNIT**  
**OF THE** San Ramon Valley Unified **SCHOOL DISTRICT**

To be acted upon by the Governing Board at its meeting on March 3, 2019.

**GENERAL:**

If this Public Disclosure is not applicable to all of the district's bargaining units, indicate the current status of the other units.

**Certificated** SRVEA not settled **Classified** SEIU not settled

The proposed agreement covers the following period: FY 2019-2020

**COMPENSATION:**

Proposed percentage increase in proposed agreement: II = 2.73%, III = 2.56%

Current year total cost increase for: **Salaries:** \$469,308 + \$337,451

**Statutory Benefits:** \$139,095 + \$92,315

**Health & Welfare:** 0

**OTHER PROVISIONS**

**Other Compensation: (off schedule stipends, bonuses, etc.)**  
none

**Non-Compensation: (Class Size Reduction, Teacher Prep Time, etc.)**  
none

**TOTAL COST OF COMPENSATION INCREASE** \$ 1,038,169

**WAS THIS COST INCLUDED IN THE LATEST PROJECTIONS PROVIDED TO THE COUNTY OFFICE?** Yes  No



**Summary of Tentative Agreement  
Page 2**

**SOURCE FUNDING:**

**The following source(s) of funding have been identified to fund the proposed agreement:**

LCFF unrestricted general fund revenues

**FISCAL IMPACT IN CURRENT YEAR: Complete attached worksheet**

**FISCAL IMPACT IN FUTURE YEARS:**

**The following assumptions were used to determine that resources would be available to fund these obligations in future fiscal years:**

**Growing /Maintaining Enrollment Districts:**

**Declining Enrollment Districts:**

The district is using SSC projections for LCFF calculations. Enrollment is expected to decline 275 per year from 2019-20 to 2021-22. While sufficient reserves exist to provide for this increase, current on-going funds are not sufficient to provide for the CSEA agreement along with all other budget obligations. CSEA and other bargaining unit negotiations that may be subsequently settled will be funded in future years with ADA rate increases anticipated from the Saturday School and "One More Day" attendance initiatives currently being implemented, but not currently reflected in the LCFF calculation. Additionally, the Board, Administration, and staff are committed to continuing the process of staff reductions through attrition that has been implemented since 2015-16 and other budget efficiencies projected to be realized from programs such as water reduction, increased solar power generation, and increasing use of in-house buses.



PRINT

RESET



FISCAL IMPACT IN CURRENT YEAR

	Board Approved Budget as of 1/31/2020	Adjustments Due To Agreement	Other Adjustments SEIU, Mgmt, and SRVEA	Other 2nd Interim February Adjustments	Revised Budget After Agreement
<b>BEGINNING BALANCE</b>	40,052,227				40052227
<b>REVENUES</b>					
RL Sources (8010 - 8099)	276,017,165			-236556	275,780,609
All Other Sources (8100-8799)	85,618,981			276605	85,895,586
<b>TOTAL REVENUES</b>	<b>361,636,146</b>	<b>-</b>	<b>-</b>		<b>361,676,195</b>
<b>EXPENDITURES</b>					
1000 - Certificated Salaries	153,974,283		3,682,512	381,391	158,038,186
2000 - Classified Salaries	54,776,599	806,759	412,830	(112,493)	55,883,695
3000 - Benefits	100,916,543	231,410	935,332	(339,859)	101,743,426
4000 - Materials/Supplies	18,220,027			(26,864)	18,193,163
5000 - Other Services	35,995,064			1963985	37,959,049
6000 - Capital Outlay	670,499				670,499
7000 - Other Outgo	1,485,326			47860	1,533,186
<b>TOTAL EXPENDITURES</b>	<b>366,038,341</b>	<b>1,038,169</b>	<b>5,030,674</b>		<b>374,021,204</b>
Other Sources/Transfers In	1,694,001				1,694,001
Other Uses/ Transfers Out	2,836,902			-76731	2,760,171
<b>ENDING FUND BALANCE</b>	<b>34,507,131</b>	<b>(1,038,169)</b>	<b>(5,030,674)</b>	<b>76,731</b>	<b>26,641,048</b>
<b>COMPONENTS OF ENDING FUND BALANCE</b>					
Economic Uncertainties (Fund 17)	11,085,802	31,145	150,920	35,575	11,303,442
Revolving Cash/prepaid/stores	963,769				963,769
Board Designated/restricted	33,543,361	(1,038,169)	(5,030,674)	(1,797,238)	25,677,280
Unappropriated	-				-

**NOTE: A revised 3-year Multi-Year projection must also be submitted with the district's Summary and Certification pages.**

	2019-20 2nd Interim	% Chg	2020-21 Projection	% Chg	2021-22 Projection	% Chg	2022-23 Projection
<b>A. Revenues and Other Financing Sources</b>							
1. LCFF Sources [8010-8099]	275,780,609		280,274,050		285,697,664		291,592,624
a. LCFF Transfers [8091, 8097]	-		-		-		-
b. Total LCFF Sources (A1g thru A1j)	275,780,609		280,274,050		285,697,664		291,592,624
2. Federal Revenues [8100-8299]	-		-		-		-
3. Other State Revenues [8300-8599]	8,035,323		7,903,742		7,895,375		7,892,837
4. Other Local Revenues [8600-8799]	9,564,414		9,566,488		9,568,588		9,570,715
5. Other Financing Sources [8900-8999]							
a. Transfers In [8900-8929]	1,694,001.00		85,484.00		85,484.00		85,848.00
b. Other Sources [8930-8979]	-		-		-		-
c. Contributions [8980-8999]	(48,050,797)		(50,221,256)		(51,765,793)		(53,200,158)
6. Total (A1k thru A5)	247,023,550		247,608,508		251,481,318		255,941,866
<b>B. Expenditures and Other Financing Uses</b>							
<b>1. Certificated Salaries</b>							
a. Base Salaries			131,975,956		132,891,919		133,817,042
b. Step & Column Adjustment			1,279,443		1,288,603		1,297,854
c. Cost-of-Living Adjustment			-		-		-
d. Other Adjustments	- 5 FTE each year		(363,480)		(363,480)		(748,638)
Total Certificated Salaries (B1a thru B1d)	131,975,956		132,891,919		133,817,042		134,366,258
<b>2. Classified Salaries</b>							
a. Base Salaries			31,073,242		31,331,650		31,589,647
b. Step & Column Adjustment			297,900		300,878		303,887
c. Cost-of-Living Adjustment			-		-		-
d. Other Adjustments	Lottery		(39,492)		(42,881)		(42,885)
e. Total Classified Salaries (B2a thru B2d) [2]	31,073,242		31,331,650		31,589,647		31,850,649
3. Employee Benefits [3000-3999]	66,692,212		70,402,337		73,499,393		76,359,930
4. Books and Supplies [4000-4999]	6,348,453		4,924,061		4,932,535		3,858,814
5. Services and Other Operating Expenses [5000]	16,572,231		14,566,833		14,693,925		14,295,196
6. Capital Outlay [6000-6999]	29,521		29,521		29,521		29,521
7. Other Outgo [7100-7299, 7400-7499]	72,863		-		-		-
8. Direct Support/Indirect Costs [7300-7399]	(406,812)		(406,812)		(406,812)		(406,812)
<b>9. Other Financing Uses [7600-7699]</b>							
a. Transfers Out [7600-7629]	2,760,171		2,714,116		2,714,116		2,714,116
b. Other Uses [7630-7699]	-		-		-		-
10. Other Adjustments			-		-		-
11. Total (B1 thru B10)	255,117,837		256,453,625		260,869,367		263,067,672
<b>C. Net Increase (Decrease) in Fund Balance (A6 minus B11)</b>	<b>(8,094,287)</b>		<b>(8,845,117)</b>		<b>(9,388,049)</b>		<b>(7,125,806)</b>
<b>D. Fund Balance</b>							
1. Net Beginning Fund Balance	28,913,044		20,818,757		11,973,640		2,585,591
2. Ending Fund Balance	20,818,757		11,973,640		2,585,591		(4,540,215)
<b>3. Components of Ending Fund Balance</b>							
a. Nonspendable	963,769		963,769		963,769		963,769
b. Restricted							
c. Committed							
d. Assigned							
Instructional Materials	6,250,000		5,893,727		5,537,454		5,537,454
Professional Development	2,485,883		1,810,488		1,135,093		1,135,093
Site/Department Designated Amounts	229,221						
Technology End User Devices	1,430,116		985,227		540,338		540,338
Restoration	(4,563,369)		(9,870,128)		(15,949,040)		(23,074,846)
Safety and Mental Wellness	1,775,884		1,614,784		1,453,684		1,453,684
Efficiency Investments	1,806,669		1,698,095		1,589,521		1,589,521
Bridge Funding	8,224,754		6,849,508		5,474,262		5,474,262
Lottery	2,215,830		2,028,170		1,840,510		1,840,510
EPA	(0)						
e. Unassigned/Unappropriated	-		-		-		-
Reserved for Economic Uncertainties			-		-		-
Unassigned/Unappropriated	(0)		-		-		-
f. Total Components of Ending Fund Balance	20,818,757		11,973,640		2,585,591		(4,540,215)



	2019-20 2nd Interim	% Chg	2020-21 Projection	% Chg	2021-22 Projection	% Chg	2022-23 Projection
<b>A. Revenues and Other Financing Sources</b>							
1. LCFF Sources [8010-8099]	-		-		-		-
j. Revenue Limit Transfers [8091, 8097]	-		-		-		-
l. Total LCFF Sources (A1g thru A1j)	-		-		-		-
2. Federal Revenues [8100-8299]	6,752,559		6,752,559		6,752,559		6,752,559
3. Other State Revenues [8300-8599]	38,079,996		38,038,284		38,378,073		38,730,426
4. Other Local Revenues [8600-8799]	23,463,294		23,463,294		23,463,294		23,463,294
5. Other Financing Sources [8900-8999]							
a. Transfers In [8900-8929]	-		-		-		-
b. Other Sources [8930-8979]	-		-		-		-
c. Contributions [8980-8999]	48,050,797		50,135,722		51,680,309		53,114,310
6. Total (A1k thru A5)	116,346,646		118,389,859		120,274,235		122,060,589
<b>B. Expenditures and Other Financing Uses</b>							
1. Certificated Salaries							
a. Base Salaries			26,062,230		26,139,317		25,999,117
b. Step & Column Adjustment			207,709		210,513		213,345
c. Cost-of-Living Adjustment							
d. Other Adjustments							
e. Total Certificated Salaries (B1a thru B1d) [	26,062,230		26,139,317		25,999,117		26,285,158
2. Classified Salaries							
a. Base Salaries			24,810,453		25,039,256		25,270,173
b. Step & Column Adjustment			184,025		186,139		188,275
c. Cost-of-Living Adjustment			-		-		-
d. Other Adjustments							
e. Total Classified Salaries (B2a thru B2d) [20	24,810,453		25,039,256		25,270,173		25,503,226
3. Employee Benefits [3000-3999]	35,051,214		36,131,496		36,886,894		37,691,429
4. Books and Supplies [4000-4999]	11,844,710		9,065,488		8,890,163		8,875,027
5. Services and Other Operating Expenses [5000-	21,386,818		19,893,386		20,663,057		21,450,992
6. Capital Outlay [6000-6999]	640,978		640,978		640,978		640,978
7. Other Outgo [7100-7299, 7400-7499]	1,460,323		1,460,323		1,460,323		1,460,323
8. Direct Support/Indirect Costs [7300-7399]	406,812		406,812		406,812		406,812
9. Other Financing Uses [7600-7699]							
a. Transfers Out [7600-7629]							
b. Other Uses [7630-7699]							
10. Other Adjustments					-		-
11. Total (B1 thru B10)	121,663,538		118,777,056		120,217,517		122,313,945
C. Net Increase (Decrease) in Fund Balance (A6 minus	(5,316,892)		(387,197)		56,718		(253,356)
<b>D. Fund Balance</b>							
1. Net Beginning Fund Balance	11,139,184		5,822,292		5,435,095		5,491,813
2. Ending Fund Balance	5,822,292		5,435,095		5,491,813		5,238,457
3. Components of Ending Fund Balance							
a. Nonspendable	-						
b. Restricted	5,822,292		5,435,095		5,491,813		5,238,457
c. Committed							
d. Assigned							
e. Unassigned/Unappropriated							
Reserved for Economic Uncertainties							
Unassigned/Unappropriated							
f. Total Components of Ending Fund Balance	5,822,292		5,435,095		5,491,813		5,238,457

	2019-20 2nd Interim	% Chg	2020-21 Projection	% Chg	2021-22 Projection	% Chg	2022-23 Projection
<b>A. Revenues and Other Financing Sources</b>							
1. LCFF Sources [8010-8099]	275,780,609		280,274,050		285,697,664		291,592,624
a. LCFF Transfers [8091, 8097]	-		-		-		-
b. Total Revenue Limit Sources (A1g thru A1j)	275,780,609		280,274,050		285,697,664		291,592,624
2. Federal Revenues [8100-8299]	6,752,559		6,752,559		6,752,559		6,752,559
3. Other State Revenues [8300-8599]	46,115,319		45,942,026		46,273,448		46,623,263
4. Other Local Revenues [8600-8799]	33,027,708		33,029,782		33,031,882		33,034,009
5. Other Financing Sources [8900-8999]	-		-		-		-
a. Transfers In [8900-8929]	1,694,001		85,484		85,484		85,848
b. Other Sources [8930-8979]	-		-		-		-
c. Contributions [8980-8999]	-		(85,534)		(85,484)		(85,848)
6. Total (A1k thru A5)	363,370,196		365,998,367		371,755,553		378,002,455
<b>B. Expenditures and Other Financing Uses</b>							
1. Certificated Salaries							
a. Base Salaries			158,038,186		159,031,236		159,816,159
b. Step & Column Adjustment			1,487,152		1,499,116		1,511,199
c. Cost-of-Living Adjustment			-		-		-
d. Other Adjustments			(494,102)		(714,193)		(675,942)
e. Total Certificated Salaries (B1a thru B1d)	158,038,186		159,031,236		159,816,159		160,651,416
2. Classified Salaries							
a. Base Salaries			55,883,695		56,370,906		56,859,820
b. Step & Column Adjustment			481,925		487,017		492,162
c. Cost-of-Living Adjustment			-		-		-
d. Other Adjustments			5,286		1,897		1,893
e. Total Classified Salaries (B2a thru B2d) [2]	55,883,695		56,370,906		56,859,820		57,353,875
3. Employee Benefits [3000-3999]	101,743,426		106,533,833		110,386,287		114,051,359
4. Books and Supplies [4000-4999]	18,193,163		13,989,549		13,822,698		12,733,841
5. Services and Other Operating Expenses [5000]	37,959,049		34,460,219		35,356,982		35,746,188
6. Capital Outlay [6000-6999]	670,499		670,499		670,499		670,499
7. Other Outgo [7100-7299, 7400-7499]	1,533,186		1,460,323		1,460,323		1,460,323
8. Direct Support/Indirect Costs [7300-7399]	-		-		-		-
9. Other Financing Uses [7600-7699]							
a. Transfers Out [7600-7629]	2,760,171		2,714,116		2,714,116		2,714,116
b. Other Uses [7630-7699]	-		-		-		-
10. Other Adjustments			-		-		-
11. Total (B1 thru B10)	376,781,375		375,230,681		381,086,884		385,381,617
C. Net Increase (Decrease) in Fund Balance (A6 minus B11)	(13,411,179)		(9,232,314)		(9,331,331)		(7,379,162)
<b>D. Fund Balance</b>							
1. Net Beginning Fund Balance	40,052,227		26,641,048		17,408,734		8,077,403
2. Ending Fund Balance	26,641,048		17,408,734		8,077,403		698,241
3. Components of Ending Fund Balance							
a. Nonspendable	963,769		963,769		963,769		963,769
b. Restricted	5,822,292		5,435,095		5,491,813		5,238,457
c. Committed	-		-		-		-
d. Assigned	19,854,988		11,009,871		1,621,822		(5,503,984)
e. Unassigned/Unappropriated							
Reserved for Economic Uncertainties							
Unassigned/Unappropriated	(0)		(0)		(0)		(0)
f. Total Components of Ending Fund Balance	26,641,048		17,408,734		8,077,403		698,241

Estimated Settlement Totals by Bargaining Group		Estimated Cost of 1%			
1% ongoing salary increase					
	%	Salary	Benefits	Total	
<b>SRVEA</b>					
ongoing salary increase	1.00	1,334,460	291,915	1,626,375	
salary increased contribution to retiree trust	2.56	3,416,217	747,302	4,163,519	
one time payment	0.00	0	0	0	
Extra Services Salary Schedule					
<b>Sub-Totals</b>		<b>3,416,217</b>	<b>747,302</b>	<b>4,163,519</b>	
<b>CSEA UNIT II</b>					
ongoing salary increase	1.00	171,908	50,951	222,858	
salary increased contribution to retiree trust	2.73	469,308	139,095	608,403	
one time payment	0.00	0	0	0	
<b>Sub-Totals</b>		<b>469,308</b>	<b>139,095</b>	<b>608,403</b>	
<b>CSEA Unit III</b>					
ongoing salary increase	1.00	131,817	36,060	167,877	
N/A	2.56	337,451	82,315	429,766	
one time payment	0.00	0	0	0	
<b>Sub-Totals</b>		<b>337,451</b>	<b>92,315</b>	<b>429,766</b>	
<b>SEIU</b>					
ongoing salary increase	1.00	118,743	39,647	158,390	
salary increased contribution to retiree trust	2.56	303,982	101,495	405,477	
one time payment	0.00	0	0	0	
<b>Sub-Totals</b>		<b>303,982</b>	<b>101,495</b>	<b>405,477</b>	
<b>CERTIFICATED MANAGEMENT</b>					
ongoing salary increase	1.00	104,021	21,332	125,354	
N/A	2.56	266,295	54,611	320,905	
one time payment	0.00	0	0	0	
<b>Sub-Totals</b>		<b>266,295</b>	<b>54,611</b>	<b>320,905</b>	
<b>CLASSIFIED MANAGEMENT</b>					
ongoing salary increase	1.00	42,519	12,470	54,989	
N/A	2.56	108,848	31,924	140,771	
one time payment	0.00	0	0	0	
<b>Sub-Totals</b>		<b>108,848</b>	<b>31,924</b>	<b>140,771</b>	
<b>Grand Totals</b>		<b>4,902,100</b>	<b>1,166,741</b>	<b>6,068,841</b>	

Verification			
	Cert Sal	Class Sal	Benefits
Ongoing	3,682,512	1,219,589	1,166,741
1x	0	0	0
<b>Total</b>	<b>3,682,512</b>	<b>1,219,589</b>	<b>1,166,741</b>



Estimated Cost of 1%

2019-20 First Interim Cost of 1%  
revised 10/7/19

	FTE	2019-20 1% of Salary	Benefits	Total	2018-19 Salary Only	FTE
<b>SRVEA</b>						
Unrestricted (includes High School Stipends & teacher hourly)	1,357.41	\$ 1,146,352	\$ 250,742	\$ 1,397,094	1,073,876	1,326.30
Restricted	224.14	\$ 188,108	\$ 41,172	\$ 229,280	168,620	216.99
Total SRVEA	1,581.55	\$ 1,334,460	\$ 291,915	\$ 1,626,375	1,242,495	1,543.29
	\$ 844	\$	\$ 0.2188		\$ 805	4.80%
<b>CSEA Unit II</b>						
Unrestricted	234.55	\$ 142,739	\$ 42,845	\$ 185,584	135,220	232.88
Restricted (includes Fund 13)	77.28	\$ 29,169	\$ 8,105	\$ 37,274	27,372	75.68
Total CSEA II	311.83	\$ 171,908	\$ 50,951	\$ 222,858	162,593	308.55
	551	\$	\$ 0.2964		\$ 527	4.62%
<b>CSEA Unit III</b>						
Unrestricted	33.88	\$ 12,873	\$ 3,522	\$ 16,395	12,600	33.84
Restricted	267.00	\$ 118,944	\$ 32,539	\$ 151,483	114,959	270.80
Total CSEA III	300.88	\$ 131,817	\$ 36,060	\$ 167,877	127,559	304.64
	438	\$	\$		\$ 419	4.63%
<b>SEIU</b>						
Unrestricted	154.20	\$ 94,630	\$ 31,596	\$ 126,226	91,787	157.70
Restricted	50.77	\$ 24,113	\$ 8,051	\$ 32,163	21,347	48.86
Total SEIU	204.97	\$ 118,743	\$ 39,647	\$ 158,390	113,134	206.56
	579	\$	\$ 0.3339		\$ 548	5.77%
<b>Certificated Management</b>						
Management Tier IV Unrestricted	68.50	\$ 92,312	\$ 18,931	\$ 111,242	90,844	69.80
Management Tier IV Restricted	8.8	\$ 11,710	\$ 2,401	\$ 14,111	11,006	8.80
Total Certificated Management	77.3	\$ 104,021	\$ 21,332	\$ 125,354	101,850	78.60
	1345.68	\$	\$		\$ 1,296	3.85%
<b>Classified Management</b>						
Management Tier IV Unrestricted	22.75	\$ 37,346	\$ 10,953	\$ 48,299	31,854	20.80
Management Tier IV Restricted including Fund 13	4.85	\$ 5,173	\$ 1,517	\$ 6,690	6,052	5.85
Total Classified Management	27.60	\$ 42,519	\$ 12,470	\$ 54,989	37,907	26.65
	1541	\$	\$		\$ 1,422	8.31%
Total Management	104.90	\$ 146,540	\$ 33,802	\$ 180,342	139,757	105.25
	1397	\$	\$		\$ 1,328	5.20%
<b>Total All Bargaining Units</b>	2,504.13	\$ 1,903,467	\$ 452,375	\$ 2,355,842	1,765,538	2,468.30
	760	\$	\$		\$ 723	5.08%

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE: March 3, 2020**

**TOPIC: CONSIDERATION OF APPROVAL OF A TENTATIVE AGREEMENT BETWEEN THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #65, UNIT II, FOR A SUCCESSOR AGREEMENT FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022**

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**DISCUSSION:**

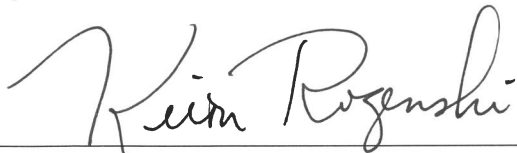
The proposed tentative agreement being presented tonight is a result of collective bargaining between San Ramon Valley Unified and the California School Employees Association (CSEA), Chapter #65, Unit II, for a successor agreement for the period of July 1, 2019 through June 30, 2022. Following the public hearing to disclose the tentative agreement between the San Ramon Valley Unified School District and CSEA and the AB 1200 document, the Board can now take action on the proposed agreement.

**RECOMMENDATION:**

Approve the Tentative Agreement between the San Ramon Valley Unified School District and California School Employees Association (CSEA), Chapter #65, Unit II, for a successor agreement for the period of July 1, 2019 through June 30, 2022.

**BUDGET IMPLICATIONS:**

Cost of the Agreement as required by AB 1200 and AB 2756 was presented earlier in this agenda.



Keith Rogenski  
Assistant Superintendent  
Human Resources



Rick Schmitt  
Superintendent

**TENTATIVE AGREEMENT REVISED ARTICLES/ MOU'S UNIT II**

**January 31, 2020**

1. Article 4 Organizational Security
2. Article V Hours
3. Article 7 Leaves
4. Article VIII Transfers, Promotions, Demotions, Reinstatements
5. Article X Vacations
6. Article XI Evaluations
7. Article XII Employee Benefits
8. Article XIII Safety
9. Article XIV Salaries/Working out Of Class/Reclass
10. Article XVIII Completion of Agreement
11. Article XIX Term
12. New Article Communication and Training
13. MOU Pilot on Covering Long Term Absences Without Substitutes and Unfilled Vacancies
14. MOU Additional Personal Necessity Leave Days

*Karin Rogenski*  
1-31-2020

*Jami Castelluccio*  
1-31-2020

**TENTATIVE AGREEMENT**

3/3/20  
Page 43 of 206  
Item 10.4

**BETWEEN**

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65, UNIT II**

**January 31, 2020**

The San Ramon Valley Unified School District and the California School Employees Association, Chapter #65, Unit II tentatively agree to the attached provisions which shall comprise a successor agreement for the period July 1, 2019 through June 30, 2022. All provisions of the existing collective bargaining agreement shall remain as current contract language unless otherwise specified herein.

**FOR THE DISTRICT:**

Keith Rogenski 1/31/2020

Keith Rogenski  
Assistant Superintendent, HR

Melanie Jones 1/31/2020

Melanie Jones

Nancy Gamache 1/31/2020

Nancy Gamache

Linda Rowley Thom 1/31/2020

Linda Rowley Thom

Miguel Villarreal 1/31/2020

Miguel Villarreal

**FOR THE ASSOCIATION:**

Tami Castelluccio 1/31/2020

Tami Castelluccio  
President, CSEA Chapter #65

Robyn Ambler 1-31-2020

Robyn Ambler

Joanna Canaparo 1/31/2020

Joanna Canaparo

Mona Manghirmalani 1/31/2020

Mona Manghirmalani

Cindy McCann 1/31/2020

Cindy McCann

Joe Pinon 1-31-2020

Joe Pinon

Gaylene Vecchio 1/31/2020

Gaylene Vecchio

Kathy Rollins 1/31/20

Kathy Rollins  
CSEA Labor Relations Representative

District Counterproposal #2 (REVISED) to CSEA  
Article IV – Organizational Security  
November 4, 2019

3/3/20  
Page 44 of 206  
Item 10.4

Article IV will be included in the Unit II and Unit III CBA as follows:

A. General Provisions

1. The Association has the sole and exclusive right to receive the payroll deductions for regular and chapter dues.
2. The Association certifies that it has and will maintain individual employee authorizations for the payroll deduction of Association dues.
3. The District shall provide an application and organizational materials for Association membership to all new employees upon their hire in the District.
4. The Classified Personnel Office will provide the name, position, work site and personal contact information of all newly-hired bargaining unit members to the CSEA President at least once each month.
5. The Association ~~shall be responsible for obtaining compliance with this article by unit members and~~ shall indemnify and hold harmless the District and its Board members, officers, agents, and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorney's fees, causes of action, liability and proceedings, of any nature, arising out of or related in any way to the provisions of this article.

B. Dues & Other Association-Sponsored Payroll Deductions

1. The District shall not interfere with the terms of any agreement between the Association and its employees with regard to an employee's membership in the Association, including but not limited to automatic renewal of annual membership, except as provided by law.
2. All current employees who are members of the Association shall continue to have dues and other Association-sponsored payroll deductions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.
3. The Association shall provide the District with written notification of all new employees for whom Association dues and other Association-sponsored payroll deductions are to be withheld.
4. Upon written notification by the Association to the District, the District shall initiate or discontinue the payroll deduction of Association dues and other Association-sponsored payroll deductions for an employee effective with the first pay period after the District receives notification of the authorization. The District

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shall not be obligated to put into effect any new or changed deductions until the first pay period after the change has been submitted.

5. The District shall transmit dues and other Association-sponsored payroll deductions to the Association no later than thirty (30) days after deduction from the employee's earnings occurs. The District shall provide the Association with a report which includes the names of all members and the amount deducted from the payroll warrant of each member when such deductions are transmitted to the Association. The District shall not charge the Association for the withholding of membership dues as provided for in this Article.
6. The District shall remain neutral regarding an employee's decision to join the Association or participate in its activities. As such, all employee requests to authorize dues/other deduction(s) or requests to change status regarding such deductions shall be directed by the District to the Association.
7. The Association will not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

C. New Employee Orientations (AB 119)

1. District Notice to Association of Bargaining Unit Members

- a. The District shall provide the Association with the name and contact information for any newly-hired unit member within thirty (30) days of their date of hire or by the first pay period of the month following their hire.
- b. The District shall provide the Association a list of all unit members' names and contact information on or about the last working day of August, December and April.
- c. For the purposes of implementing this section, the contact information will be provided to the Association electronically to a mutually agreeable, File Transfer Protocol site and shall include:
  - First Name
  - Middle Initial
  - Last Name
  - Suffix (e.g., Jr., III, etc.)
  - Job Title
  - Department/Primary Work location
  - Work telephone number
  - Home Street Address, including city, state and zip code
  - Home telephone number on file with the District with area code
  - Personal cellular telephone number on file with the District with area code
  - Personal email address on file with the District
  - Last four digits of the social security number
  - CalPERS status
  - Hire date

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2. Employee Orientation

- a) All new unit members shall be scheduled and required to attend a new employee group orientation as soon as practicable upon/following hire.
- b) The District shall provide the Association access to its new employee group orientations. The Association shall be notified of the date, time, and location of all ~~new-employee~~ such orientations. The Association shall receive not less than ten (10) days' notice in advance of such orientations, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c) Orientations shall be held on District property and be scheduled, insofar as practicable, to occur during employees' regular work hours. Employees who attend orientation outside their regular work hours shall be paid for their attendance.
- d) The Association shall have up to one (1) hour of paid release time for up to two (2) chapter representatives, including the chapter president, to attend and conduct their orientation. The CSEA Labor Relations Representative may also attend the orientation. During the Association's portion of the orientation session, no District management staff member or non-unit member shall be present.
- e) In the event a new employee does not attend a scheduled new employee group orientation, the Association may arrange an individual orientation with the employee at her/his work site. The Association shall coordinate the date and time of the orientation with the classified Human Resources director, the employee and the applicable site office in advance so as to minimize disruption to the site. The Association representative and the employee shall be provided up to one (1) hour of release time, including travel time, for the orientation, and the CSEA Labor Relations Representative may be permitted to attend. This release time shall not be counted against release time provided for elsewhere in this Agreement.

D. Protection from Interruption and Contact by Third Parties

- 1. The District and Association mutually agree that members have a reasonable expectation to work in an environment that is free from unwanted harassment, solicitation, and contact from third parties. The District will undertake reasonable efforts to provide such working environment to bargaining unit members.
- 2. The District shall notify the Association of any third party requests it receives for information about bargaining unit members prior to providing the information sought by the requesting party.
- 3. The District shall limit the disclosure of information about bargaining unit members to third parties to that which is required by law.

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**District Counterproposal to CSEA  
Article V - Hours (Unit II only)  
January 31, 2020**

The District proposes that Article V be included in the Unit II CBA as follows:

**A. Definitions**

1. **Full-Time Employee:** A full-time employee is defined as an employee who works ~~an~~ eight (8) hours per day / **forty (40) hours per week.** ~~on each instructional day of the calendar.~~
2. **Part-Time Employee:** A part-time employee is defined as an employee who works less than a full-time employee as defined in 1. above.
3. **Full Time Equivalence (FTE):** The percentage of time worked out of a 40-hour week. Example: 20 hours per week (20/40) =.500 FTE.
4. **Duty Year Calendar:** The negotiated calendar which establishes the number of months per year, the first and last workdays, the number of regular workdays, vacation days and paid holidays, and any non-workdays for each classification in the bargaining unit.
5. **Standard Work Week:** A standard workweek shall consist of five (5) consecutive days ~~for~~ of eight (8) hours work each day for a total of 40 hours work per week. By mutual agreement of the employee and site supervisor flextime schedules shall be allowed. The change in the starting time of duties shall not exceed two (2) hours' variance from the initially assigned hours. Any employee performing duties on a flextime schedule shall be compensated at the overtime rate only for those hours in excess of forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when necessary to carry on the business of the District as provided for in Article VI, Overtime.

**Positions which require employees to work less than five (5) days per week shall be designated by the days an employee is required to work each week and the total number of weekly hours worked.**

6. **Workday:** A day on which an employee is required to render service to the District as designated in his/her Duty Year Calendar. The length of the work day shall be designated by the District for each position in accordance with the provisions of this Agreement. Each employee shall be assigned a fixed, regular number of work hours per day/week.

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7. **Instructional Day:** Each day of instruction as designated on the Board adopted Instructional Calendar.

B. **New Employees:** Within fifteen (15) workdays after Board action approving the employment of a new employee, the employee shall be given a copy of each of the following:

1. The Personnel Action Form
2. The job description
3. The current salary schedule and calendar
4. The District/CSEA negotiated agreement and modifications
5. CSEA shall provide the District Personnel Office with CSEA membership forms for distribution to new employees.

C. **Assignment**

1. The work schedule for an individual employee shall be defined according to the definitions in "A" above **based on the specific position in their classification to which they are assigned.** ~~Work schedules shall be given to the employee as soon as possible at the start of each year.~~
2. The actual work year schedule for positions in the same classification may vary by location, dependent upon individual assignments.
3. A work schedule may be changed by mutual agreement of the supervisor and the employee except that the Association must concur with any change beyond thirty (30) days in duration and provided that such change does not result in a reduction of total annual hours.

D. **Rest Periods (Paid) and Lunch Periods (Unpaid)**

1. Full time employees shall receive a minimum thirty (30) consecutive, unpaid, duty-free minutes for lunch to be scheduled by the District at or about the midpoint of the employee's work shift. The lunch period may be interrupted for emergencies, such as student illness or injuries and must be approved by the Supervisor. In no event shall **such** employee be deprived of his/her thirty (30) minutes for lunch.
2. Part-time unit members may arrange with the supervisor for an unpaid, duty-free lunch period if it is **not already included in the scheduled work hours.**

3. A scheduled lunch period may not be shortened or skipped in order to shorten the workday.
4. Employees shall have one (1) rest period of fifteen (15) minutes for each four (4) hour work period scheduled at or about the mid-point of the work period. Full time employees shall take the first rest period during the first four hours. Timing of the rest period may be adjusted by mutual agreement between the employee and the employee's supervisor. Rest periods may be interrupted only for emergencies, such as student illness or injuries. These interruptions must be approved by the Supervisor. The rest period shall not be shortened or skipped in order to shorten the workday.
5. For purposes of illustrating Sections 1-4 above, employees' entitlements to rest and lunch periods are as follows:

<u>Hours/Day</u>	<u>Paid Rest Period(s)</u>	<u>Unpaid Lunch Period</u>
Up to 3.99	None	None
4.0 – 7.99	1	May be arranged if not already included in scheduled work hours
8.0	2	At least 30 minutes

E. Minimum Call-In or Call-Back Time

A regular employee called in to work on a day when he/she is not scheduled to work, or called back to work after completion of his/her regular assignment, shall be paid a minimum of two (2) hours' pay or given equivalent compensatory time off for such work.

F. Increase in Basic Hours

1. When additional hours are authorized, the additional hours shall be first offered to the individuals in that classification at that site whose schedule will accommodate the designated new hours in descending order of seniority. If no individual at that site elects to pick up the additional hours, the additional hours shall be posted pursuant to this agreement. The site manager has the right to determine the assignment of the additional hours to the most appropriate positions.
2. An employee who works a minimum of thirty (30) minutes per day in excess of his/her part time assignment for a period of (20) consecutive workdays or more shall have his/her basic hours changed to reflect the longer hours in

order to acquire fringe benefits on a properly prorated basis pursuant to Education Code.

3. This section shall not be construed to apply to time during which a part time employee **substitutes works additional hours to cover** for an absent employee, providing the absent employee actually returns to duty with the District at or before exhaustion of all approved leaves. When the employee who is absent fails to return to active status after exhaustion of all approved leaves, the employee temporarily assigned the increased hours shall be entitled to an adjustment of fringe benefits entitlement **for the period during which coverage was provided**. This includes all leave accruals available to the bargaining unit member and does not include health and welfare benefits.

**District Counterproposal #3 to CSEA  
Article VII – Leaves  
January 22, 2020**

The District proposes that Article VII be revised and included in both the Unit II and Unit III CBAs as follows:

A. Leaves of Absence for Illness or Injury

1. An employee employed full time, five (5) days a week, twelve (12) months a year, shall be granted 96 hours leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.

An employee may annually use six (6) sick leave days for the illness of a child, parent, spouse, domestic partner of the employee or child of a domestic partner.

2. An employee, employed five (5) days a week, who is employed less than full time or for less than twelve (12) months per year is entitled to that proportion of 96 hours leave of absence for illness or injury as the number of hours per week and months per year he/she is employed is proportionate to forty (40) hours per week twelve (12) months per year.
3. An employee employed less than five (5) days per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week is proportionate to five (5) days. When such persons are employed for less than a full school year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such illness or injury absence shall be the same as the pay which would have been received had the employee served during the day of illness so long as the employee has a positive accumulation of sick leave hours on the District's records.
5. At the beginning of each employee's school year as defined by position assignment, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of probationary service with the District.

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6. Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage, or childbirth, and recovery there from. The length of the absence shall commence and terminate on dates determined by the employee and the employee's physician.
7. If an employee does not take the full amount of sick leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.
8. Employees may convert unused sick leave to retirement credit subject to and in accordance with applicable Ed Code or Government Code, or other applicable law if the employee is filing a request for retirement.
9. An employee may elect to waive sick leave benefits temporarily in order to coordinate SDI with sick leave, to provide combined SDI and sick leave payment equal to full day's pay to the extent of available sick leave. (See Article XII, H.)

B. Entitlement to Other Illness or Injury Leave

1. After the exhaustion of sick leave and other paid leave, a unit member who is absent from duty due to long-term illness or accident for more than five (5) consecutive days and who has submitted medical verification satisfactory to the District of the cause of the absence, shall be entitled to receive the difference between the amount actually paid a substitute employee employed to fill his/her position during his/her absence and the salary which would have been paid to the employee.
2. Entitlement to such difference pay shall expire five (5) months after the first date of absence. Benefits under this section are for long-term illness or accident whether or not the absence arises out of or in the course of the employment of the employee.
3. If the employee does not exhaust the five (5) month period during a school year, the employee shall be entitled to differential pay for the remainder of the five (5) month period in the subsequent school year. An employee shall be entitled to one five (5) month period for any one illness or accident.
4. When an employee is absent from his/her duties on account of illness for a period of five (5) months or less according to the terms of this article, the District contributions toward health and welfare benefits shall continue for

a period not to exceed five (5) months without regard to whether the employee is receiving differential salary.

### C. Catastrophic Leave

The purpose of the catastrophic leave bank is to allow bargaining unit members to contribute one (1) equivalent sick leave day (based on FTE) for the establishment of a sick leave bank to assist permanent classified employees who have a long-term catastrophic illness or injury and who have exhausted all paid leaves.

Catastrophic illness or injury means a life-threatening or terminal illness or injury as verified by appropriate medical documentation and prevents the member from working.

1. The classified leave bank will include all permanent classified employees in all three classified bargaining units. The donation of one (1) day of sick leave shall be prorated by FTE when credited to the pool. For example, a .75 FTE employee donating one (1) day shall increase the pool by .75 FTE.
2. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and one (1) bargaining unit member from each of the three (3) **classified** units selected by the respective association/union. Approval of sick leave requests will require support of four (4) out of five (5) committee members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.
3. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have ~~twenty (20)~~ **fifteen (15)** equivalent days of accumulated sick leave as of the first duty day of the fiscal year to be eligible for **membership** in the bank. Eligible unit members must notify the Human Resource Office in writing during the designated open enrollment period of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) FTE sick leave day.

- a. **The District shall notify all unit members annually of the designated open enrollment period for participation in the Catastrophic Leave Bank.**
  - b. **Upon closing of the annual open enrollment period for Catastrophic leave, the District shall provide each classified unit president with the following:**
    - i. **The number of hours contributed to the bank by classified employees for the current year.**
    - ii. **The names of the classified employees participating in the bank.**
    - iii. **The total number of accumulated hours in the bank.**
4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than **two hundred (200) days / sixteen hundred (1600) hours** ~~one hundred (100) days/eight hundred (800) hours~~, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. **A maximum of 200 sick leave days per year may be withdrawn annually from the bank.** Sick leave from the bank may not be granted for any illnesses or injuries to be covered under Workers' Compensation.
  5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.
  6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
  7. **Catastrophic Leave Bank Benefit:** After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to ~~fifteen (15)~~ **thirty (30)** days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.
  8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.

D.A. Industrial Accident and Illness (<sup>19a</sup>~~Worker's Compensation~~) Leave

- ~~1. Probationary employees who do not have permanency in other classifications in the District, are not eligible for the provisions of Section B. (Renumber below.)~~
2. Permanent Employees shall be entitled to no more than sixty (60) days of fully paid leave under this provision in any one school year for the same accident, or as consistent with the Education Code. Thereafter leave for industrial accident or sickness shall be in accordance with the Education Code or the Board of Education policies and procedures.
3. Leave allowable under this provision shall not be accumulated from year to year.
4. Leave under this provision shall commence on the first day of absence.
5. Total District reimbursement under this provision shall not exceed the employee's full salary, including his/her temporary disability indemnity and the portion of monthly salary paid by the District.
6. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an Industrial Accident or Illness Leave overlaps into the next school year, the permanent employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

**E**  
B. Additional Leave for Non-Industrial Accident or Illness

A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed (6) months, in accordance with Education Code Section 45195. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month (6) periods or such lesser leave periods as it may deem appropriate, but not to exceed a total of eighteen (18) months.

**F**  
Ø. Bereavement Leave

1. An employee shall be granted a leave with full pay in the event of the death of any members of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if travel in excess of 300 miles one way is required. The immediate family is defined as spouse, domestic

partner, son, daughter, mother, father, grandmother, grandfather, sister, brother, **aunt, uncle**, niece, nephew, grandchild or any person living in the immediate household of the bargaining unit member.

2. "Step" relatives, in-laws, adopted children, foster children, and domestic partner relatives in the above categories are included for the purposes of this section.

**G**  
D. Personal Necessity Leave

Up to seven (7) days of absence chargeable to accumulated sick leave may be used by a probationary or permanent employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the employee's person or property, or the person or property of a member of his/her immediate family (as defined in F. above).
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Paternity Leave at the time of birth or immediately thereafter.
5. The adoption of a child at or immediately after the time of placement.
6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
7. Observance of certain religious holidays which require total abstinence from work.
8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.

Immediate family as used herein is defined under Bereavement Leave.

**H**  
E. Military Leave

An employee shall be entitled to any military leave conferred by statute as a matter of right and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**I**  
**F.** Other Leave

With the prior approval of the immediate supervisor and the Superintendent, the District at its discretion may grant additional unpaid leave, not otherwise provided for herein, for a period not to exceed thirty (30) calendar days during any one (1) school year.

**J**  
**G.** Judicial Leave

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount payable for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
2. Any full time employee who serves no more than four (4) hours of jury duty in any day shall be entitled to one-half (1/2) the paid leave payable under paragraph 1. above and shall return to work for the balance of the workday. Employees using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.
3. A part time employee who serves jury duty no more than one-half (1/2) of his/her normal shift shall report to duty at the end of such service. A part time employee serving one-half (1/2) or more of the normal shift on jury duty shall be excused from work that day without loss of pay.
4. An employee who is subpoenaed as a witness in a court or administrative proceeding shall be provided leave with pay to testify, unless he/she is a voluntary witness.

**K**  
**H.** Association Leave

1. Up to three (3) Association representatives, according to CSEA's formula, shall be granted a total of five (5) days each of paid release time per school year for annual CSEA conference attendance, subject to the following conditions:
  - a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.

- b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.
2. In addition, Association officers may request a maximum of eight (8) hours of release time per month for Association business. Such release time shall be used in minimum increments of two (2) hours and shall be subject to the following conditions:
  - a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.
  - b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.
  - c. This time is an addition to reasonable release time for processing grievances and is non-cumulative.
3. Job Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances.
4. Association President's release time:
  - a. The District shall grant up to a full-day per week release for the Association President upon request.
  - b. The Association President shall receive compensation and benefits as though s/he were a regular employee of the District.
  - c. The Association President shall be advanced on the salary schedule as though s/he had been a regular employee of the District.
  - d. The Association and District shall discuss the payment of all salary and benefit expenses equal to the cost of the replacement for the Association President as of the first day of school.
  - e. The Association President shall have the right to return to the exact position and department/school s/he was employed prior to receiving the Association Leave.
  - f. Other provisions of the Association leave included in this Contract are not affected by this leave.

L. Personal Business Leave

1. A permanent employee may take one (1) day of paid leave per school year in increments of not less than one (1) hour for any personal reason.
2. Employees taking personal business leave shall submit a request for leave of absence to their immediate supervisor prior to taking the leave except where circumstances dictate that the employee's absence is immediately necessary. The Classified Personnel Administrator shall require a written verified explanation of the basis for the leave from the employee when such absence occurs during a work stoppage.

M. Study or Retraining Leave

1. The Board may grant any unpaid leave of absence not to exceed six (6) months for study or retraining to meet changing conditions within the District.
2. Such leave may be taken in periods of less than six (6) months, provided that the separate periods of leave shall be commenced and completed within a three-year (3) period.
3. The employee must return as an employee of the District for at least a six (6) month period after such leave.
4. No leave shall be granted under this Article to any employee who has not been employed by the District for at least five (5) consecutive years, and no more than one (1) such leave shall be granted in each five-year period.

N. Leaves – General

1. The District will, within technological capabilities, attempt to provide notification of employee leave balance twice a year.
2. Leave benefits shall not be used for withholding of service or work-stoppage-related activities of any kind.
3. Non-illness absences require approval by the employee's immediate supervisor and the Classified Personnel Administrator. Failure to obtain such approval may result in loss of pay.

O. Return from Leave



1. The District may require a physician's verification of illness when it determines that the employee's sick leave usage indicates a pattern of potential abuse. An example of potential abuse may include absence for three (3) or more consecutive days contiguous with the weekend or vacations on a repeated basis.
2. It is the responsibility of the employee who has been absent for reasons other than regularly scheduled vacation to notify his/her supervisor as to the day he/she will return to work. Failure to do so, in instances where a substitute is being utilized, may result in the employee being sent home and the substitute retained. The additional day's absence may result in loss of pay or loss of such leave.

**P**  
**M.** Family Care Leave

The District will provide family and medical leave pursuant to Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993 as provided in Board Policy.

**Q**  
**N.** Paid Family Leave

Effective July 1, 2004, the District will provide Paid Family Leave (PFL), also known as Family Temporary Disability Insurance (FTDI), as required under State law. Informational guidelines are available in the Human Resources Office.

An Eligible employee who meets verification requirements may be entitled to a maximum of six (6) weeks of PFL benefits in a twelve (12) month period. There is a waiting period of seven (7) calendar days, beginning with the date of the claim, when no PFL benefits are paid. An employee must utilize up to two (2) weeks of accrued, but unused vacation concurrent with the seven (7) calendar day waiting period. The employee's initial receipt of PFL benefits will begin after the vacation and EDD waiting period requirements have been met.

**R**  
**O.** Parental Leave with Pay (AB 2393)

1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Unit members who have been employed for at least 12 months are

eligible to take this leave.

3. For mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
4. The leave must be completed within one calendar year of the birth, adoption or placement.
5. Pursuant to Education Code section ~~44977.5~~ **45196.1**, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section ~~44977.5~~ **45196.1** for the balance of the 12 week period.

**Effective January 1, 2019, unit members to whom this section applies shall be paid no less than 50% of their regular salary for the duration of their differential leave.**

6. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
7. A Unit Member on leave under this provision shall not result in the forfeiture of probationary or permanent status.
8. A Unit Member's health benefits will continue while on leave under this provision.

S. Absence Without Leave

Three (3) days of absence without notification by the employee to the District shall be deemed unauthorized absence from work. Such unauthorized absence may subject an employee to disciplinary action. Failure to respond to District written notification sent Certified mail to the employee's last known address within ten (10) calendar days of mailing shall constitute a voluntary resignation.

T. Family School Partnership Leave

The District will provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities of the school where their children attend. Employees must provide their supervisor forty-

eight (48) hour notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist. This leave will be charged to the employee's accrued vacation or personal business leave in increments of one-half (1/2) hour. If the employee does not have accrued vacation or personal business leave the leave will be charged as "no pay".

U. District Employment Leave

Pursuant to Education Code, permanent employees appointed to a position outside of this bargaining unit shall be allowed to return to the former position in the event of the employee's failure to successfully complete the probationary period in the new position. Reassignment to the former position may not necessarily be at the former work site.

**District Counterproposal #2 to CSEA  
Article VIII – Transfers, Promotions, Demotions, and Reinstatements  
January 31, 2020**

The District proposes that Article VIII be revised and included in the Unit II and Unit III CBAs as follows:

**A. Definitions**

1. **Transfer:** A transfer is a move from one position to another position or from one work site or department to another within the same classification.
2. **Reassignment:** A reassignment is an administrative move to a position with the same classification at the same site.
3. **Promotion:** A promotion is a change from one classification to a different classification with a higher base salary range.
4. **Demotion:** A move from one classification to a different classification with a lower base salary range.
5. **Reinstatement:** Return to a former class without a break in service within the contractual time period.
6. **Internal Candidate:** An internal candidate is someone who is currently employed in a classified position in any of the classified bargaining units. This excludes persons who are not covered by classified bargaining unit agreements.
7. **External Candidate:** An external candidate is someone not currently employed by SRVUSD or who is employed by SRVUSD in a position not covered by classified bargaining unit agreements.

**B. Posting of Vacancies**

1. Notice of vacancies within the unit shall be distributed to each District work site for posting at least five (5) working days before the vacancy is permanently filled.
2. The vacancy notice shall include: job title, assigned work site, number of paid hours per week and months per year assigned to the position, anticipated work hours (including unpaid lunch where applicable), salary

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range, unit to which the position is assigned, and the deadline for applying. A brief description of the position and minimum qualifications required for the position shall be included in the vacancy notice or be available at the work site. The notice may also include qualification criteria unique to the site or specific position. Any criteria unique to the site or specific position must be consistent with the job classification.

3. During the posting period, the vacancy shall not be permanently filled.
4. Between the last day of one school year and the first day of the succeeding school year, vacant positions must continue to be posted; however, the District may immediately fill any vacant position per Section C Order of Filling Vacancies.
5. Posting notifications will be sent by email to all bargaining unit members and updated timely on the website. Each work site shall provide access to a computer to those employees who are not assigned a district computer.

#### C. Order of Filling Vacancies

1. Employees requesting transfer will be considered first.
2. Employees with job rights needing placement due to impact of layoffs are considered next, and are offered positions in the reverse order of layoff, regardless of the hours per day of the former position, and in accordance with Education Code requirements and Association Agreement.
3. Employees requesting promotions, a different classification or voluntary demotion are considered next. Reasons for non-selection of any such employees will be provided by the hiring administrator to the Classified Personnel Administrator.
4. External candidates: If the vacancy has not been filled, those not currently employed with or in layoff status with the District are considered next. Site administrators will not have access to outside candidate applications or interview outside external candidates until district employees applying for transfer or promotion have been determined not qualified.

The District and the Association agree to convene a subcommittee in 2018-2019 of up to three (3) CSEA members and three (3) management team members to review this section and develop a joint proposal for considering both internal and external candidates in the hiring process that will more effectively address the mutual needs of the parties.

D. Selection Criteria for Transfer and Promotion

In filling a vacancy, the administrator making the selection decision will consider:

1. Qualifications
2. Evaluations (for existing employees)

In the event that an employee has not received any written evaluation, the lack of an evaluation will not limit the employee's opportunity for transfer or promotion.

3. Length of District service in similar positions based on hire date.
4. Other job-related factors as described in the job description.
5. If multiple internal candidates are determined to be equally qualified for a vacancy by the selecting administrator, the most senior candidate will be recommended for appointment.

E. Notification Process

After being provided written notice of non-selection, internal candidates (transfers, promotions) may notify Personnel in writing within one (1) working day of their request to appeal the decision. The District will not fill the position until the employee has had a conference with the Classified Personnel Administrator. Such conference shall occur within three (3) working days of the appeal notification, unless mutually agreed to postpone. After the one-day appeal period, an employee may still request and be entitled to a conference with the Personnel Administrator regarding the non-selection. An employee who is denied a vacant position following appeal shall receive, upon request, a written statement of the reasons for such denial.

F. Employee Initiated Transfers

1. Any employee may request consideration for a posted vacancy by submitting a request on a District-prescribed form within the application period.
  - a. Probationary employees may be considered for transfer and/or promotion during their initial probationary period which, effective for all new hires as of January 1, 2019, shall be ten (10) months from the

initial date of hire in a regular position, **and for all new hires beginning January 1, 2021, shall be six (6) months or 130 days in paid service in a regular position whichever is longer.** However, probationary employees may accept only one (1) voluntary transfer or promotion during that time. Probationary employees selected for transfer or promotion shall continue in the same initial probationary period. Probationary employees who are promoted from an initial probationary position do not have right of return to their previous classification.

2. Employees requesting promotions and employees requesting transfers will be screened by the Classified Personnel Administrator for minimum qualifications. Those meeting qualifications will be considered at the same time.

#### G. District Initiated Transfer

1. The District may transfer an employee to balance workloads or reduce excess staff. Transfers will be made based on site seniority by classification.
2. The District may initiate an employee transfer to mitigate irreconcilable work related conflicts that are having an adverse impact on the department, site, and/or program.
3. A conference will be held with the employee and written notice provided at least ten (10) days prior to the effective date of transfer. Such transfers may occur in less than ten (10) days by agreement of the District, the employee, and the Association.

#### H. Promotion

1. Any employee may request consideration for a promotion by submitting a request on the appropriate form within the application period.
2. The probationary period for a permanent employee selected for promotion, effective for all employees promoted as of January 1, 2019, shall be five (5) months from the date of hire in the position to which he/she is promoted. **The promotional probationary period for permanent employees promoted beginning January 1, 2021 shall be six (6) months or 130 days in paid service whichever is longer.** (Such employees may not apply for transfer or promotion during the promotional probationary period.)

3. A permanent employee who does not successfully complete a promotional probationary period has the right to return to a position in their former classification.

I. Training

~~On-the-job training may be provided for employees assigned to a new position (includes assignment resulting from Transfer and Promotion). Compensation during such training will be at the rate assigned for the position. Employees will be given the opportunity to receive up to five (5) days of training at the discretion of the Supervisor. (Note: This will be located to the new article on Employee Training and Communication.)~~

*(Reletter as Section I.)*

J. Alternative Assignments

The District may provide alternative work, if a position is available, to an employee who has a temporary health condition (not to exceed three months) that renders the employee incapable of satisfactorily performing his/her regular job duties. Consideration for assignment will not be granted if the requesting employee's health condition poses any risk to the health and safety of the employee or others that the employee may contact in the course of work. The employee must be able to perform the essential functions of the temporary position. An employee who is granted alternative work shall receive the greater compensation of either the regular assignment or the temporary assignment, after the first five (5) days.

The District and Association agree to convene a subcommittee in 2018-2019 of up to three (3) CSEA members and three (3) management team members to discuss and develop a pilot process whereby unit members with particular skills and professional interests may be selected on a short-term basis to serve in an alternative assignment in support of District needs for the purpose of professional development and/or promotion.



**District Counterproposal #2 to CSEA  
Article X – Vacations (Unit II only)  
January 15, 2020**

The District proposes that Article X be included in the Unit II CBA as follows:

- A. Regular employees are entitled to vacation in accordance with this Article. Only regular (non-probationary) permanent employees are entitled to take vacation.
- B. Full time employees (40 hours per week) employed for twelve (12) months per year shall receive one (1) day (8 hours) vacation for each month worked during the year. The term "months worked" shall include any time on paid leave of absence.
- C. After completing five (5) years of service, full time regular employees employed twelve (12) months per year shall be awarded a total of fifteen (15) days (120 hours) vacation annually.

After completing ten (10) years of service, full time regular employees employed twelve (12) months per year shall be awarded a total of twenty (20) days (160 hours) vacation annually.

A maximum of ~~160~~ 240 hours of accrued vacation may be carried past June 30 each year. The District may schedule vacation for employees who are out of compliance with this provision.

D. Less Than 40 Hour AND/OR Less Than 12-Month Employees

Base vacation pay for less than twelve-month employees is included in their monthly pay calculation. "Base" vacation is defined as one (1.0) equivalent day of vacation per month and is pre-calculated into the pay of employees included in this section as described in Article XIV – Salaries, Section H. – Pay Plan.

Additional vacation ("above base") for employees with more than five (5) years of service will be accrued in the employee's vacation leave records as noted in this section.

An "equivalent day" is defined as one-fifth (1/5) the total weekly hours to which the employee is normally assigned.

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Vacation accruals for employees employed less than forty (40) hours per week and/or less than twelve (12) months per year shall be prorated at the rate of one (1.0) equivalent day.

After completing five (5) years of service, vacation accruals for employees in this section will be calculated at the rate of 1.25 equivalent days per month. One (1.0) equivalent day will be calculated into the employees pay at the beginning of the academic year in accordance with Article XIV – Salaries, Section H. – Pay Plan, and .25 equivalent days will be accrued into the employees leave accruals for use by the employee as described in section F of this Article.

After completing ten (10) years of service, vacation accruals will be calculated at the rate of 1.667 equivalent days per month. One (1.0) equivalent day will be calculated into the employees pay at the beginning of the academic year in accordance with Article XIV – Salaries, Section H. – Pay Plan, and .667 equivalent days will be accrued into the employees leave accruals for use by the employee as described in section F of this Article.

**E. Prior Approval – All Employees**

All employees shall submit a Request for Leave of Absence through Employee Self-Service to their immediate supervisor at least ten (10) working days in advance, except in an emergency. Supervisors will review and recommend/deny requests based upon availability of coverage and notify the employee within five (5) business days from the date of receipt of the request by the supervisor.

**F. Use of Accrued Vacation Leave Above Base**

**Excepting those employees to whom Section K applies**, regular (non-probationary) employees assigned to school sites who are employed less than 40 hours and/or less than 12 months shall generally **be expected to use** accrued vacation during non-instructional days. **However, accrued vacation above the base accrual may be used ~~at other times~~ on instructional days** with the **advance** approval of the immediate supervisor upon verification of eligibility by Human Resources.

**In extraordinary circumstances, a unit member may request approval from his/her immediate supervisor and Human Resources to take up to five (5) continuous days of vacation during the instructional year. Such request must be made at least two (2) months in advance. The employee shall receive a final decision of the request within two (2) calendar weeks of its submission.**



~~Employees assigned to school sites may use accrued vacation when scheduling does not conflict with the district's ability to provide coverage for the absence.~~

- G. Regular employees may not use vacation before it accrues.
- H. Vacation pay shall be the same rate as that which the employee would have received had he/she been in working status.

**In cases of emergency, a unit member may request the district to pay out up to three (3) weeks of accrued vacation that is above the base accrual as provided for in this Article.**

- I. When an employee becomes ill while on vacation to the extent that all or part of his/her vacation was not used, s/he may petition to convert the days of illness to any accumulated sick leave, thus preserving vacation time.

The procedure for doing this is as follows:

1. Submit a new leave request for vacation giving the new days to be charged as vacation and the dates to be charged to sick leave.
2. Provide supporting documentation to verify the illness. Appropriate documentation would be a signed and dated hospital release or a doctor's statement, verifying that the employee or a qualifying family member needing the employee's assistance and/or care was under a doctor's care.
3. The employee will submit the documentation required to the Classified Personnel Administrator who will review and approve or deny the exchange days. Copies will be returned to the employee within ten (10) working days of receipt by the Classified Personnel Administrator.

The purpose of this is to accommodate serious illnesses (three or more days) that substantially disrupt or force the cancellation of vacation time. Situations that involve the abuse of this accommodation will be handled as a disciplinary matter.

- J. Upon separation from employment, a regular employee shall be paid for earned and unused vacation.
- K. Vacation Payout for All Crossing Guards and Child Nutrition Employees Who Are Assigned Less than Four (4) Hours/Day – Vacation Payout

*NCM*

Regular ~~permanent~~ employees in this category ~~shall refer to Section D in this Article regarding equivalent days of vacation and will be provided the same equivalent accruals after completing five (5) and ten (10) years of service as noted in Section D.~~ **shall have their base accrual vacation pay included in their monthly pay warrants.** However, employees in this category will not be permitted to use accrued vacation. Employees in this category will be paid in the July 10<sup>th</sup> payroll for vacation accruals over one (1.0) equivalent days earned during that academic year.

*MM*

**District Counterproposal #4 to CSEA  
Article XI – Evaluation Procedures  
January 31, 2020**

The District proposes that Article XI be included in the Unit II and Unit III CBAs as follows:

**A. Evaluation**

Classified employees shall be evaluated by their immediate supervisor (supervisory or management) as designated by the District.

**In cases where the immediate supervisor works off site, the immediate supervisor shall solicit feedback from an on-site administrator regarding an employee's performance prior to completing an evaluation.**

**B. Frequency of Formal Evaluation**

1. **Probationary employees hired before January 1, 2021 shall be evaluated at by no later than the end of the ~~third (3rd)~~ fourth (4<sup>th</sup>) and ~~fifth (5th)~~ eighth (8<sup>th</sup>) months of service. The length of the initial probationary period is ~~one hundred thirty (130) days in fully paid status, not to exceed a period of twelve (12) months from the initial hire date.~~ is ten (10) months from the date of hire in a regular position.**

**Probationary employees hired on January 1, 2021 and after shall be evaluated by no later than their third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) months of service. The length of their initial probationary period is six (6) months or 130 days of paid service from the date of hire in a regular position whichever is longer.**

Probationary employees who utilize leave other than sick leave during their probationary period may have their probation extended by the number of day of leave taken.

2. **Permanent employees shall be evaluated a minimum of once every other year on or before ~~May 31.~~ the tenth (10<sup>th</sup>) workday prior to the end of their duty year.**

3. **The evaluator may evaluate a permanent employee more frequently if necessary at his/her discretion, except that not more than three (3) Employee Performance Reviews shall be prepared for a permanent employee within one work year.**

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C. Presentation of Evaluation

Evaluations shall be made on Employee Performance Review Forms provided by the Personnel Department. At the time the evaluator receives the evaluation form from the District Office, the evaluator shall notify the employee of the impending evaluation. Upon completion, the evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The employee's signature does not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be placed in the employee's personnel file.

D. Rebuttal to Evaluation

An employee who is not satisfied with his/her evaluation may write a rebuttal, which shall be attached to the evaluation and become a part of the personnel file. The evaluation form shall include a statement of this right.

E. Records

1. Material used as a basis for evaluation shall not be placed in the personnel file without first providing the employee with a copy of the material which is being placed in the file. The employee shall have an opportunity to respond in writing and such response shall be attached to the material.
2. Information of a derogatory nature shall not be entered in the employee's personnel file until the employee is given a copy and written notice that such material will be entered. Following such notice, the employee ~~shall~~ **may** within ~~seven (7) workdays~~ **ten (10) calendar days** thereafter review the material and submit his/her written comments, if any, to be attached to such material. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose for a reasonable amount of time without loss of wages.
3. The employee shall also be permitted to periodically review his or her personnel file. Employees will make arrangements with the Human Resources Department to review their files in advance and at times which are least disruptive to their worksite.

F. General

The terms "evaluation" and "evaluate", as used herein, mean the completion by the evaluator of a classified Employee Performance Review Form. Nothing in this Article shall preclude the evaluator from documenting at any time, in

writing, deficiencies in an employee's work-related performance. Such written documentation shall not be entered in the personnel file except in accordance with Section E.2.

G. Complaints Against Employees

1. A copy of any written complaint about an employee shall be provided to the employee by the supervisor within ten (10) workdays of receipt. This requirement shall not apply to a complaint which is the subject of a police investigation. Pursuant to the procedure in this Agreement and Board Policy, unfounded complaints shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
2. Upon being notified of such a complaint, within ten (10) work days the employee may request a meeting with the supervisor and complainant, if appropriate, to be scheduled within thirty (30) work days. Any lack of meeting, however, shall not preclude placement of the complaint in the employee's personnel file.
3. If the complaint remains unresolved then it shall be subject to the provisions of Board Policy and Procedure 1312.1 regarding Complaints Concerning School Personnel.
4. Complaints shall not be entered in the personnel file except in accordance with Section E.2.
5. Any information arising from a complaint against the employee shall not be placed in the employee's evaluation or personnel file unless the complaint has been founded and the employee is informed of the complaint and findings.

**District Counterproposal #4 to CSEA  
Article XII – Employee Benefits (Unit II only)  
January 31, 2020**

The District proposes that Article XII be included in the Unit II CBA as follows:

**A. Health and Welfare Benefits**

1. The District shall fully cover full-time employees who select the Kaiser benefit package.

For health plans other than Kaiser (~~Health Net HOM, Health Net PPO~~), employee contributions will be based on the difference between the Kaiser tiered rate and the tiered rate of the non-Kaiser plan.

2. **Eligible employees may select a benefit package, which includes from District medical, dental, vision, and life insurance plans.**
3. **In the event that no medical carrier other than Kaiser is available for a pending plan year, such circumstance will be promptly communicated by the District to the Association, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation as soon as possible following the notification.**

**B. Eligibility**

1. Employees who are employed for an average of twenty (20) hours or more per week (i.e., .500 FTE and higher) shall be eligible to participate in District health, dental, vision and life insurance plans.
2. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children.
3. Retirees' domestic partners and their children are not eligible to be added to ~~employee retiree~~ coverage unless the domestic partnership commenced prior to the retirement of the employee.
4. Employees ~~age 55 to 65, and~~ who have ten (10) years of continuous ~~Unit III, Paraeducator~~ benefits-eligible service immediately prior to retirement, may continue to enroll and pay the entire cost of the benefits in which they were enrolled as active employees. The cost to the retiree is the full cost of the retiree rate. A retiree is defined as a person who is an annuitant in PERS or STRS.

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C. Full-Time Employees

1. Full-time employees must exercise their option to participate within thirty (30) days of employment or eligibility. ~~Thereafter, an annual open enrollment is provided for medical coverage only.~~ After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in dental and/or vision plans may only occur with a qualifying life event.
2. **Effective July 1, 2020**, benefits eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of ~~\$407~~ **\$450** per month in-lieu of medical coverage on a pro-rata basis (~~rate applies to 2016-2017.~~). ~~This in-lieu amount shall be increased annually by the CPI for the term of this contract.~~ Employees who elect this option may purchase dental and/or vision benefits through the District at their full cost.
3. Eligible employees ~~may~~ **are** enrolled in the District-paid standard term-life insurance plan (**\$50,000**) upon ~~initial~~ benefits eligibility ~~only~~. **Eligible employees may elect an additional fifty thousand dollars (\$50,000) in life insurance coverage at no cost upon their initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.**

D. Employees Who Work Twenty Hours or More Per Week But Are Not Full Time

1. Employees who work twenty (20) hours or more per week but are not full time qualify for the ~~schedule of benefit allowances above~~ **District contributions** for medical, dental, vision, and life insurance on a prorated basis, provided the employee pays the difference in costs for the full benefits ~~package~~ selected. Such employees shall exercise their option to participate within thirty (30) days of employment or eligibility. **After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in dental and/or vision plans thereafter may only occur with a qualifying life event.**
2. **Effective July 1, 2020**, benefits eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of ~~\$407~~ **\$450** per month in lieu of medical coverage on a ~~pro-rata~~ **prorated** basis (~~rate applies to 2016-2017.~~). ~~This in-lieu amount shall be increased annually by the CPI for the term of this contract.~~ Employees who

elect this option may purchase dental and/or vision benefits through the District at their full cost.

3. Eligible employees ~~may~~ are enrolled in the District-paid standard term-life insurance plan (\$50,000) upon initial benefits eligibility ~~only. (From B above.)~~ Eligible employees may elect an additional fifty thousand dollars (\$50,000) in life insurance coverage at their prorated cost upon initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.
4. A part-time employee who receives a permanent appointment to a full-time position (8 hours/1.0 FTE) may elect to move from cash in lieu to benefit coverage within 30 days of the full-time appointment.

E. Part Time Employees (Less than Four Hours)

~~Employees who work less than four (4) hours per day may enroll in District medical benefit plans at their own expense, subject to carrier approval. Such employees must exercise their option to purchase coverage within thirty (30) days of employment or eligibility. Thereafter, an annual open enrollment is provided. Premium shall be paid by payroll deduction. (not permitted by carrier - - reletter provisions below)~~

F. Domestic Partnership Coverage

1. Definition

A domestic partnership shall exist between two persons regardless of gender and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

2. Criteria

A domestic partnership exists when all the following occur:

- a. Both persons have a common residence.
- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.

- c. Neither person is married, legally separated, nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least eighteen (18) years of age and are legally able to consent to contract.
- f. It has been at least six (6) months since either of the two parties has filed a statement of termination of a previous Affidavit of Domestic Partnership with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership ended due to the death of one of the partners.
- g. The two parties agree to notify the San Ramon Valley Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.

### 3. Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, file with the District a San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District, including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependent children of the domestic partner is considered taxable income to the employee unless the domestic partner/dependent child/children is a dependent as defined by Section 152 (a) of the Internal Revenue Code and implementing regulations. This benefit coverage is subject to Federal and State Income Tax and must be reported as imputed income on the employee's W-2 form. The District must pay all applicable employer taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal and state law.

The District shall be indemnified and held harmless by the employee against any legal action pursued by another party under applicable laws including, but not limited to community property, contract or family laws.

#### 4. Termination

A domestic partnership shall terminate when any of the following occurs:

- a. One partner sends by certified mail to the other partner, a notarized, written notice that he or she is terminating the partnership.
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health-related requirements shall not constitute the cessation of common residence.

The Statement of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XII of this contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

#### G. Paid Leave Benefits

District-paid contributions shall continue for employees on District-paid leave.

#### H. Unpaid Leave Benefits

Employees on approved unpaid leaves and not eligible for the district paid health benefits continuing through other leave provisions, may elect to continue health, dental, vision and life insurance allowed by the provisions of the plans in force in the District, subject to payment by the employee to the District of the premiums for continued coverage on a month-to-month basis.

Payments to the District for such premiums that are in excess of thirty (30) days late may result in cancellation of coverage.

I. California State Disability Insurance

~~Subject to timelines, procedures, and approval of the EDD, the parties agree to include the bargaining unit in the California State Disability Insurance program. Once implemented, the following conditions shall apply.~~

The District shall deduct from the employee's pay and forward to the appropriate agency the premium for California State Disability Insurance for all employees in the unit. (See Article VII, Leaves, A. Leave of Absence for Illness or Injury, Number 9.) Employees absent from work and collecting SDI benefits will accrue vacation and sick leave hours based on normal assigned hours less offsetting income received from SDI. The District will continue to provide health and welfare benefits based on normal assigned hours until an SDI long term absence exceeds the five-month period provided by the Agreement under Article VII, B. Thereafter the District will contribute only the proportionate share represented by income received from the District.

J. Mileage

Employees who are required to use their own automobile in the performance of their duties, and employees who are assigned to more than one worksite, shall be reimbursed for mileage at the current IRS rate. Reimbursement shall be approved for:

1. Travel between work sites to which the employee is assigned.
2. Travel assigned or approved by the District for other purposes.

K. Benefits Study Committee

The Association and the District agree to participate in good faith in an employee benefits study committee to propose cost reductions or benefits packaging provisions that might improve the employee benefits or improve the cost containment possibilities for the District.

**The committee members will also work proactively to develop prospective options for the District and its bargaining units to ensure, to the greatest extent possible, that the District can continue to offer multiple health plan options to employees and retirees.**

The Association shall designate one representative from the bargaining unit to serve on the committee. Participation on the study committee shall normally be during duty time; if not, the representative shall be paid for the time. All recommendations from the study committee may be considered as immediate re-openers for negotiations by mutual agreement between the Association and the District. In the event agreement is reached between the two parties on any matters affecting benefits, immediate implementation is permissible upon ratification.

L. Post Retirement Benefits

1. Employees hired on or after October 1, 2002, are not eligible for district paid post retirement benefits. However, those who retire on or after 5/1/05, are age 55 to 65, and who have ten (10) years of continuous Unit II, Clerical/Technical/Child Nutrition benefits-eligible service immediately prior to retirement, may continue to enroll and pay the entire cost of a full benefits package available to active employees. The cost to the retiree is the full cost of the retiree rate. A full benefits package includes medical, dental, vision, and life insurance. A Retiree is defined as a person who is an annuitant in PERS or STRS. The District may unilaterally end this option if there is an adverse effect on the plan rates or experience factors.
2. For employees hired before October 1, 2002, and who retire on or after 7/1/07, are at least fifty-five (55) years of age, and who have ten (10) years of continuous Unit II, Clerical/Technical/Child Nutrition benefits-eligible service immediately prior to retirement, the District will contribute ~~\$254~~ **\$290** per month ~~(2016-2017 during the 2020 plan year)~~ contribution which is increased annually by the Consumer Price Index for all Urban Consumers for San Francisco-Oakland). The District will contribute the pro-rata share for part-time benefits-eligible employees who meet the same eligibility requirements.

Provided they have had continuous coverage (i.e. are enrolled in the program prior to the effective date of retirement) employees may apply the District contribution plus any of their own contribution toward the cost of medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. The amount of life insurance coverage will be \$25,000 of non-contributory, District-paid coverage if this is the only coverage in force prior to retirement. A maximum additional amount of \$25,000 of contributory, employee-paid supplemental life insurance will be allowed if this additional insurance is in force prior to retirement.

3. For employees who retire from the District after 7/1/86, and before 7/1/07, the District shall contribute an amount equal to active Kaiser single party medical coverage per month toward medical benefits, from age fifty-five (55) to sixty-five (65), after ten (10) years of continuous Unit II Clerical benefits eligible service immediately prior to retirement. The District shall contribute a pro rata amount toward medical benefits from age fifty-five (55) to sixty-five (65) for part-time employees who retire from the District and have been employed four (4) hours or more per day, after ten (10) years of Unit II Clerical continuous benefits eligible service immediately prior to retirement; however such employees who were employed prior to 7/1/73, who were receiving fully-paid health and welfare benefits prior to July 1, 1973, shall be entitled to the same District contributions as full-time employees as long as they continue in assignments of four (4) hours or more. Employee must be enrolled with the same carrier as the District, subject to carrier approval.

Provided they have had continuous coverage (i.e. are enrolled in the program prior to the effective date of retirement) employees may apply the District contribution plus any of their own contribution toward the cost of medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. The amount of life insurance coverage will be \$25,000 of non-contributory, District-paid coverage if this is the only coverage in force prior to retirement. A maximum additional amount of \$25,000 of contributory, employee-paid supplemental life insurance will be allowed if this additional insurance is in force prior to retirement.

For employees who retire from the District, the District shall provide an amount equal to the current cost of Kaiser single party Medicare carve-out supplemental coverage for employees after age sixty-five (65) who have been employed for ten (10) years of continuous benefits eligible service immediately prior to retirement. The District shall contribute a pro-rata amount of this benefit for part-time employees who retire from the District and have been employed for four (4) hours or more per day after ten (10) years of continuous benefits eligible service immediately prior to retirement. This coverage shall be provided by the District with the Agreement of the Association that any cost containment savings recommended by the Benefits Study Committee will be used to offset the additional cost and that the cost shall be refunded by the District by setting aside current dollars for active employees on an actuarial basis (part-time prorated).

4. To determine the pro-rated retiree benefits level for employees who have worked at more than one level of full-time equivalence, the employee may

designate the ten (10) consecutive years, July 1 through June 30, to be used in retiree benefit level calculation. Time lost as a result of involuntary reduction in hours/layoff shall not be used in calculation of retiree benefit level, provided that the employee has not turned down an offer of employment of the same or greater hours.



**District/CSEA Tentative Agreement  
Article XIII - Safety  
January 31, 2020**

The District proposes that Article XIII in the Unit II and Unit III CBAs be revised and included as follows:

- A. Alleged violations of safe working conditions shall be reported to the employee's immediate supervisor and may in addition be reported to the Safety Committee. If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL OSHA, and not process it as a grievance.
- B. The District Safety Committee shall include **one (1) bargaining unit representative each from Unit II and Unit III member** appointed by the Association. The chairperson of the committee shall be a District administrator, who shall schedule meetings of the committee. The committee shall meet at least once every three (3) months. Request for other meetings shall be submitted to the chairperson.
- C. The committee member appointed by the Association shall be allowed release time for committee meetings.
- D. No employee shall be discriminated against for reporting any condition which he/she believes to be in violation of health and safety codes.

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**District Counterproposal to CSEA  
Article XIV – Salaries / Working Out-of-Class / Reclass (Unit II only)  
January 31, 2020**

The District proposes that Article XIV be revised and included in the Unit II CBA as follows:

A. Salary Schedule

The District and the Association shall negotiate salary schedule changes annually.

**For 2019-2020, the Unit II salary schedules shall be increased by 2.73% effective July 1, 2019. This increase shall comprise the sum of a 2.56% ongoing base salary increase and a 0.17% redirection of funds from the Retired Employee Benefits Trust to the salary schedule.**

**Should any bargaining unit negotiate either a higher base salary increase in 2019-2020, excepting any adjustment which may apply to the respective unit's Retired Employee Benefits Plan and Trust, or an increase in the District's contribution to health and welfare benefits for the 2020 plan year, the unit shall receive the same increase.**

B. Split-Shift Differential

Employees who work split shifts shall be paid a differential of \$2.00 per day. A split shift is one including a break of a) at least one (1) hour and a change of work site or b) more than one (1) hour at the same work site.

C. Working Out of Classification

An employee temporarily assigned in writing by his/her supervisor to a higher classification or directed in writing to perform duties that are inconsistent with those assigned to his/her position for a period of three (3) or more consecutive workdays, or at least five (5) non-consecutive working days within a period of fifteen calendar days, shall be paid for such period at the rate of pay applicable to the higher classification, at the lowest step which will give a 5% salary increase.

If an employee has not been directed in writing, but believes he/she is being required to perform duties inconsistent with his/her job description, the employee will immediately notify his/her immediate supervisor and the Human Resource Department.

TA 1/31/2020  
[Handwritten signatures and initials: KR, TC, CW, KR, KR, KR, KR, KR]

D. Longevity

1. An employee shall receive an increase of four percent (4%) of his/her base rate of pay upon completion of five (5) years of continuous service with the District; six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, and ten percent (10%) after twenty (20) years of continuous service, and twelve percent (12%) after twenty-five (25) years of continuous service.
2. Persons laid off and reemployed within 39 months of separation shall not be deemed to have suffered a break in service for purposes of computing service years for longevity entitlement.

E. Professional Growth

Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries. Each employee may earn a maximum of four (4) awards. The first award cannot be earned until an employee has been with the District for three (3) years. Employees may earn a second award anytime after their sixth year of service. The third after their ninth year of service. The fourth after their twelfth year of service. A fourth credit completed on or after July 1, 1997.

Each award shall require the completion of equivalent. All course work shall be related shall be clearly relevant to a declared professional growth plan the classified employee. This provision shall apply to any activity scheduled after February 1, 1997.

Such professional growth awards shall be granted if completed on or before September 1 and submitted on or before February 1 and submitted on or before April 1. **Entitlement to professional growth awards shall be determined pursuant to Board Policy Number 4231.**

*added to  
align with  
Unit 3 CBA  
(the Staff Dept  
BP.)*



F. Classification/Reclassification

1. Purpose of Reclassification Procedures

- a. Reclassification is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.

- b. The sole purpose of this section is to provide a uniform system for the individual unit member to be able to request reclassification.

## 2. Request for Reclassification

- a. Bargaining unit members are entitled to request that a position be reclassified, a group of positions within a classification be reclassified, or an entire classification be reclassified. Bargaining unit members who believe they have been directed to perform duties out of their job classification shall inform the evaluating supervisor and CSEA in writing, with a copy to the Human Resources Department, by September 30 of the current school year. Prior to October 30, the bargaining unit members and his/her supervisor shall meet to discuss the employee's rationale for a potential reclassification, the assignment of job duties in relation to the actual job description, and the additional duties that bargaining unit members have been requested/required to do.
  - b. If the bargaining unit members and/or supervisor wishes to pursue the reclassification request, the bargaining unit members shall submit the reclassification packet to CSEA and a copy to the Human Resources Department no later than November 15.
  - c. Nothing in this section shall preclude the employer's right to initiate reclassification. In such case, CSEA will be notified at the initiation of the District's intended reclassification.
3. The District and CSEA may mutually agree to proceed to the provisions of Article XIV, F.8. with a joint recommendation to the Superintendent on reclassification requests submitted.

## 4. Reclassification Process

- a. All requests which meet the criteria below shall be reviewed by a three-member panel which shall include one appointee from CSEA, one appointee from the District, and a neutral appointee mutually selected by the District and CSEA.
  - 1) The cost of the neutral appointee shall be shared equally by CSEA and the District.
  - 2) The review panel shall meet in December, or as early thereafter as possible.

- 3) The recommendation of the panel shall be advisory and forwarded the Superintendent who will make a recommendation to the Board of Education for final action.
  - 4) A copy of the panel's recommendation will be submitted to the employee.
- b. The employee requesting the reclassification shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel. The evaluating supervisor may be asked by the panel to comment in writing or verbally regarding his/her analysis of the assigned job duties and the employee's request.

## 5. Reclassification Criteria

### a. Reasons for reclassification:

- 1) Significantly new job duties are permanently added to the job or job description by the supervisor.
- 2) Significantly new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor.

### b. Reasons that are not a basis for reclassification:

- 1) Workload increases will not be considered a basis for reclassification. (Workload means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification).
- 2) Seniority, or length of service, in the position shall not be a basis for reclassification.
- 3) Assuming duties on one's own behalf shall not be considered a basis for reclassification.

### c. Other considerations:

- 1) The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.

- 2) The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge and/or approval. Duties must be known or assigned by the supervisor for reclassification to be warranted.

#### 6. Authority of the Review Panel

- a. The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed. The panel may determine time limits for any verbal presentations. The panel may recommend to the Superintendent the following when considering requests for reclassification:

- 1) Range placement
- 2) Changes in the job description
- 3) Changes in the job title
- 4) Creation of a new classification or range

7. Representatives appointed by the Association and the District shall meet to review the panel's recommendation.

#### 8. Final Decision and Implementation

- a. The Superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent shall **review the panel's recommendation and determine whether it should be approved. The Superintendent's decision shall be final. ~~make a recommendation to the Board of Education and notify the employee within five (5) days of the decision made by the Board. Reclassification decisions cannot be appealed.~~**
- b. **Reclassifications approved by the Superintendent that result in changes in job descriptions and/or salary ranges shall be negotiated between the District and the Association before they are forwarded to the Board of Education for approval.**
- c. All approved reclassifications shall take effect retroactive to September 30 of that school year.

#### 9. General Provisions

- a. **Placement in Class:** Every position shall be placed in a class.
- b. **New Classification:** New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.
- c. **Reclassification Salary:** Upon reclassification upward of a position class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s), and placed on **the lowest step which will provide result in at least a five percent (5%) salary increase, unless such a step does not exist.** Reclassification shall not change an employee's anniversary date.
- d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out-of-class duties. The employee will be paid appropriate out of class differential retroactively from September 30 of the current school year to the date of notification.

#### G. Payroll Period

Regular employees (monthly and hourly) shall be paid on the last working day of the month. Salary for hours in addition to the basic assignment shall normally be paid on the 10th of each month. If the normal payday falls on a holiday, the paychecks will be issued on the preceding workday.

#### H. Pay Plan

1. **Less than 12 month employee pay plan:** The monthly salary rate for less than 12 month employees will be based on the actual workdays, plus holidays, plus base vacation days times the number of hours worked per day; the total annual hours are then multiplied by the hourly rate on the salary schedule and then divided by the number of work months to determine the monthly rate. Excess vacation entitlement is accrued in the employee leave records.
2. **12 month pay plan:** The monthly rates for 12 month positions are calculated by multiplying the employee's hourly rate from the salary schedule by 173.333. The annual rate is determined by multiplying the employee's hourly rate by 2080 (173.333 x 12 months).

3. In the event an employee experiences a change in salary entitlement and has received compensation that exceeds entitlement, he/she will be required to reimburse the District for the overpayment.

I. Initial Salary Placement

New employees shall normally be placed on Step 1 of the salary schedule. A placement above Step 1 may be recommended by the Classified Personnel Administrator at his/her discretion on the basis of comparable experience with another school district or comparable professional experience on a year-for-year basis.

J. Step Advancement

Eligible employees shall advance one step on the salary schedule within the appropriate range upon the completion of each twelve (12) month period of employment with the District based upon their anniversary date. Such annual advancement will continue until the maximum step within the range is reached.

K. Salary Placement Upon Promotion

An employee promoted to a higher classification shall be placed on the step of the new range which will give a minimum of a five percent (5%) salary increase unless such a step does not exist. **The employee shall thereafter advance on the salary schedule within the appropriate range as provided in Section K. The promotion of an employee does not change his/her anniversary date.**

L. Lost Paychecks

An employee whose paycheck is lost after receipt or is not delivered within five (5) days after date of mailing shall make a written application to the Payroll Department for replacement of the check. Following such application, the District shall issue a new paycheck not later than twenty (20) working days after the date of application.

M. Payroll Errors

1. Whenever it is determined that an error has been made in the payment of an employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment.



2. Any salary overpayment(s) shall be corrected by Payroll deduction pursuant to a repayment schedule which shall not exceed six (6) months and shall, if possible, recover the overpayment(s) within the school year in which the overpayment(s) occurred.

N. Experience Credit

District employees may receive experience credit toward a promotional position under the following circumstances:

1. The employee has worked for the District for three (3) years or less.
2. Experience must be professional, paid experience of the type that the employee would have received salary schedule credit, if the employee had originally been hired into the District in the promotional position. Placement may not be above Step 3 on the new range.
3. Salary schedule placement for initial employment and promotional employment shall be determined by the **Classified Personnel Administrator**.

O. Reimbursement

The District shall pay the cost of any medical examination/certificate required by the District as a condition of continued employment.

P. Child Nutrition Payroll

Child Nutrition employees shall be paid on the less than 12-month employee equal pay plan. ~~Vacation entitlement in excess of school recess periods or non-instructional days shall be reimbursed on the July 10th warrant.~~ **Such employees shall be paid for vacation leave in accordance with the provisions of Article X.**

Q. Physical Examination

Passing a pre-employment physical (PEP) is required a condition of employment for all **non-clerical** Child Nutrition Department positions.

R. Trust Language

All funds pre-funded by employees for use of financing post retirement benefits will be deposited into a dedicated account for such purpose. The Association shall receive an annual accounting of the amount of deposit.

The District proposes that Articles XVIII and XIX be included in the Unit II and III CBAs as follows:

**ARTICLE XVIII**  
**COMPLETION OF AGREEMENT - SAVINGS CLAUSE**

- A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. This Agreement is subject to reopening in accordance with paragraphs C., D., and E. below.
- B. The provisions of this Agreement shall prevail over contradictory written policies and administrative regulations and state laws to the extent permitted by law.
- C. **Upon ratification, all articles in this Agreement shall be closed for the 2019-2020 school year. For 2020-2021 and 2021-2022, each party may reopen on Salary, Benefits, and up to two (2) other articles of its choice.**
- ~~D. If the Board of Education determines by formal action to establish year-round schools, either party may notify the other in writing of its intent to meet and negotiate on those provisions of this Agreement that shall be modified or amended as a result of implementing year-round schools.~~  
**The parties agree to re-open Article XIV, Section E (Professional Growth) as needed to address and resolve issues raised by CalPERS during the term of this Agreement.**
- E. If any provision of the Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final, unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

**ARTICLE XIX**  
**TERM**

The term of this Agreement shall be from July 1, 2013 2019, through June 30, 2016. 2022.

TA 1/31/2020  
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[Handwritten signatures and initials]

**District Counterproposal #2 to CSEA  
New Article - - Communication and Training  
January 31, 2020**

The District proposes the following new article be added into the Unit II and Unit III CBAs:

**COMMUNICATION AND TRAINING**

- A. The parties mutually acknowledge and understand the importance of effective communication between classified employees and the District and the critical role that it plays in keeping unit members aware of and informed about matters that are pertinent to their employment. Additionally, the parties acknowledge that the ongoing training of unit members is essential in promoting and improving their work-related knowledge, skills, and efficiency and ensuring that such is up-to-date and sufficient to address the needs of the District and the students it serves.
- B. The District shall demonstrate good faith efforts to provide ongoing communication and training to all bargaining unit members represented by the Association. The District shall, as necessary, offer to adjust the work hours of and/or offer additional compensation to unit members to participate in or attend trainings on mandated topics and topics of critical need to the District, its students, and its employees.
- C. The District shall provide bargaining unit members with access to technology, including devices, email, and programs, to perform job duties and responsibilities.
- D. The District shall allocate time for unit members to complete required online trainings during the course of their normal work hours whenever possible and practical to do so. Unit members who are required to complete online trainings outside their normal work hours shall be compensated for such time.
- E. Training will be provided to unit members who are assigned to a new position. Compensation for such training will be at a regular positional rate. Employees shall be given the opportunity to receive up to five (5) days of training with approval of Human Resources.
- F. A joint committee will be established to develop and plan professional development activities for unit members on staff development days which promote the development of employee knowledge, skills and expertise, expansion of their professional capacity, and exploration of professional topics of interest, in support of the District's goals, priorities, and strategic

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plan. The committee, which shall be comprised of up to three (3) members designated by the Association and up to three (3) members designated by the District, shall meet at least once each academic year in preparation for the year's professional development days. With approval of the Human Resources Department, the joint committee members shall determine the information it needs and the actions necessary to fulfill its purpose as identified in this section.

MEMORANDUM OF UNDERSTANDING  
Between  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65  
And  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

3/3/20  
Page 98 of 206  
Item 10.4

Pilot Process for Addressing  
Long Term Absences without Substitutes & Unfilled Vacancies

This Memorandum of Understanding (MOU) is between the California School Employees Association, Chapter #65 (Units II and III) ("Association") and the San Ramon Valley Unified School District ("District"), hereinafter referred to as "the parties".

The parties acknowledge that a lack of adequate substitute personnel and/or interest in assessing whether services can be provided more efficiently and/or with reduced personnel may occasionally cause school sites and/or District departments to operate with fewer staff than that to which they have been assigned and grown accustomed. If not appropriately addressed, such situations can cause essential work to not get completed, may overburden impacted employees, and compromise workplace morale. It is a mutual desire of the parties to mitigate and avoid such circumstances whenever it is possible to do so.

In consideration of the above, the parties agree to implement the following pilot procedure in circumstances when an employee is/is expected to be absent from work without a substitute OR a position that has become vacant is/is expected to remain unfilled and without a substitute for five (5) or more work weeks (i.e., 25 or more scheduled work days):

- 1) The assigned administrator will call a meeting of impacted employees to discuss the situation.
- 2) The administrator and impacted employees will discuss strategies and potential options for addressing how the duties and workload normally assigned to the position will be fulfilled during the absence/vacancy. Potential options may include, but are not necessarily limited to, identifying tasks that can be delayed, identifying low- and high priority tasks, temporarily reassigning/redistributing of work, and working additional hours or overtime beyond one's regular schedule.
- 3) Based upon the meeting above, the administrator will finalize a temporary work plan and communicate it to all impacted employees.

Should either party request a meeting to discuss concerns and/or progress in implementing the above procedures during the course of this pilot, the parties agree to convene a meeting as soon as possible.

This MOU will go into effect upon ratification by the parties and, unless modified and/or extended by mutual agreement beforehand, will sunset on June 30, 2022.

The signatures below acknowledge full understanding of and agreement with the provisions contained herein.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Tami Castelluccio

Tami Castelluccio  
CSEA Chapter #65 President

1/31/2020

Date

Robyn Ambler

Robyn Ambler

1.31.2020

Date

Joanna Canaparo

Joanna Canaparo

1/31/2020

Date

Mona Manghirmalani

Mona Manghirmalani

1/31/2020

Date

Cindy McCann

Cindy McCann

1/31/2020

Date

Jose Rinon

Jose Rinon

1-31-20

Date

Gaylene Vecchio

Gaylene Vecchio

1/31/2020

Date

Kathy Rollins

Kathy Rollins, CSEA LRR

1/31/20

Date

Keith Rogenski

Keith Rogenski  
Assistant Superintendent, HR

1-31-2020

Date

Nancy Gamache

Nancy Gamache

1/31/2020

Date

Linda Rowley Thom

Linda Rowley Thom

1/31/2020

Date

Miguel Villarreal

Miguel Villarreal

1-31-2020

Date

Melanie Jones 1/31/2020

MEMORANDUM OF UNDERSTANDING  
Between  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65,  
UNITS II AND III  
And  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

The California School Employees Association, Chapter #65, Units II and III ("CSEA") and the San Ramon Valley Unified School District ("District"), collectively referred to as "the parties", hereby agree to the temporary provisions **printed in bold italics below** for the use of Personnel Necessity Leave by unit members as included in Article VII.G of the Unit II and Unit III collective bargaining agreements.

G. Personal Necessity Leave

Up to seven (7) days of absence chargeable to accumulated sick leave may be used by a probationary or permanent employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the person's person or property, or person or property of a member of his/her immediate family (as defined in F. above).
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Paternity Leave at the time of birth or immediately thereafter.
5. The adoption of a child at or immediately after the time of placement.
6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
7. Observance of certain religious holidays which require total abstinence from work.
8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.
9. ***Other compelling personal necessity not identified above.***



***For reason 9., during the identified school years, unit members may use the following days for compelling personal necessity for which no reason must be given and no prior approval is required.***

***2019-20 Two (2) days  
2020-21 Three (3) days  
2021-22 Four (4) days***

***These days are not intended to be used for personal convenience, vacation, the extension of a holiday or recess period, or for matters that can be addressed outside regular work hours. Unit members may not take more than two (2) other compelling personal necessity days consecutively at any time, nor may such leave be used on a required staff development day.***

The above temporary provisions printed in bold italics are considered non-precedent-setting and will be subject to the grievance procedure in the collective bargaining agreement. Unless otherwise extended or modified beforehand, this Memorandum of Understanding shall sunset on June 30, 2022 and shall automatically revert to existing language in Article VII.G of the collective bargaining agreements between the parties.

The signatures below acknowledge full understanding of and agreement with the provisions included above.

FOR THE ASSOCIATION:

*Tami Castelluccio*  
Tami Castelluccio  
CSEA Chapter #65 President

1/22/2020  
Date

*Robyn Ambler*  
Robyn Ambler

1/22/2020  
Date

*Joanna Canaparo*  
Joanna Canaparo

1/31/2020  
Date

FOR THE DISTRICT:

*Keith Rogenski*  
Keith Rogenski  
Assistant Superintendent, HR

1/22/2020  
Date

*Nancy Gamache*  
Nancy Gamache

1/22/2020  
Date

*Linda Rowley Thom*  
Linda Rowley Thom

1/22/2020  
Date

Mona Manghirmalani  
Mona Manghirmalani

1-22-2020  
Date

Miguel Villarreal  
Miguel Villarreal

1-22-2020  
Date

Cindy McCann  
Cindy McCann

1/22/2020  
Date

Jose Pinon  
Jose Pinon

1/22/2020  
Date

Gaylene Vecchio  
Gaylene Vecchio

1/22/2020  
Date

Kathy Rollins  
Kathy Rollins  
CSEA Labor Relations Representative

1/22/2020  
Date

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE: March 3, 2020**

**TOPIC: CONSIDERATION OF APPROVAL OF A TENTATIVE AGREEMENT BETWEEN THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER #65, UNIT III, FOR A SUCCESSOR AGREEMENT FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022**

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**DISCUSSION:**

The proposed tentative agreement being presented tonight is a result of collective bargaining between San Ramon Valley Unified and the California School Employees Association (CSEA), Chapter #65, Unit III, for a successor agreement for the period of July 1, 2019 through June 30, 2022. Following the public hearing to disclose the tentative agreement between the San Ramon Valley Unified School District and CSEA and the AB 1200 document, the Board can now take action on the proposed agreement.

**RECOMMENDATION:**

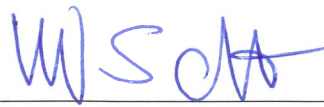
Approve the Tentative Agreement between the San Ramon Valley Unified School District and California School Employees Association (CSEA), Chapter #65, Unit III, for a successor agreement for the period of July 1, 2019 through June 30, 2022.

**BUDGET IMPLICATIONS:**

Cost of the Agreement as required by AB 1200 and AB 2756 was presented earlier in this agenda.



Keith Rogenski  
Assistant Superintendent  
Human Resources



Rick Schmitt  
Superintendent

**TENTATIVE AGREEMENT REVISED ARTICLES/ MOU'S UNIT III**

**January 31, 2020**

1. Article 4 Organizational Security
2. Article V Hours
3. Article 7 Leaves
4. Article VIII Transfers, Promotions, Demotions, Reinstatements
5. Article X Vacations
6. Article XI Evaluations
7. Article XII Employee Benefits
8. Article XIII Safety
9. Article XIV Salaries/Working out Of Class/Reclass
10. Article XVIII Unit Noon- Duty Supervisor Provisions
11. Article XIX Completion of Agreement-Savings Clause
12. Article XX Term
13. New Article Communication and Training
14. MOU Pilot on Covering Long Term Absences Without Substitutes and Unfilled Vacancies
15. MOU Additional Personal Necessity Leave Days

*Keith Roginski*  
1-31-2020

*Jami Castelluccio*  
1-31-2020

**TENTATIVE AGREEMENT**

3/3/20  
Page 105 of 206  
Item 10.5

**BETWEEN**

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65, UNIT III**

**January 31, 2020**

The San Ramon Valley Unified School District and the California School Employees Association, Chapter #65, Unit II tentatively agree to the attached provisions which shall comprise a successor agreement for the period July 1, 2019 through June 30, 2022. All provisions of the existing collective bargaining agreement shall remain as current contract language unless otherwise specified herein.

**FOR THE DISTRICT:**

*Keith Rogenski* 1/31/2020

Keith Rogenski  
Assistant Superintendent, HR

*Melanie Jones* 1/31/2020

Melanie Jones

*Nancy Gamache* 1/31/2020

Nancy Gamache

*Linda Rowley Thom* 1/31/2020

Linda Rowley Thom

*Miguel Villarreal* 1/3/2020

Miguel Villarreal

**FOR THE ASSOCIATION:**

*Jami Castelluccio* 1/31/2020

Tami Castelluccio  
President, CSEA Chapter #65

*Robyn Ambler* 1-31-2020

Robyn Ambler

*Joanna Canaparo* 1/31/2020

Joanna Canaparo

*Mona Manghirmalani*

Mona Manghirmalani

*Cindy McCann* 1/31/2020

Cindy McCann

*Joe Pinon* 1-31-2020

Joe Pinon

*Gaylene Vecchio*

Gaylene Vecchio

*Kathy Rollins* 1/31/2020

Kathy Rollins

CSEA Labor Relations Representative

District Counterproposal #2 (REVISED) to CSEA  
Article IV – Organizational Security  
November 4, 2019

3/3/20  
Page 106 of 206  
Item 10.5

Article IV will be included in the Unit II and Unit III CBA as follows:

A. General Provisions

1. The Association has the sole and exclusive right to receive the payroll deductions for regular and chapter dues.
2. The Association certifies that it has and will maintain individual employee authorizations for the payroll deduction of Association dues.
3. The District shall provide an application and organizational materials for Association membership to all new employees upon their hire in the District.
4. The Classified Personnel Office will provide the name, position, work site and personal contact information of all newly-hired bargaining unit members to the CSEA President at least once each month.
5. The Association ~~shall be responsible for obtaining compliance with this article by unit members and~~ shall indemnify and hold harmless the District and its Board members, officers, agents, and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorney's fees, causes of action, liability and proceedings, of any nature, arising out of or related in any way to the provisions of this article.

B. Dues & Other Association-Sponsored Payroll Deductions

1. The District shall not interfere with the terms of any agreement between the Association and its employees with regard to an employee's membership in the Association, including but not limited to automatic renewal of annual membership, except as provided by law.
2. All current employees who are members of the Association shall continue to have dues and other Association-sponsored payroll deductions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.
3. The Association shall provide the District with written notification of all new employees for whom Association dues and other Association-sponsored payroll deductions are to be withheld.
4. Upon written notification by the Association to the District, the District shall initiate or discontinue the payroll deduction of Association dues and other Association-sponsored payroll deductions for an employee effective with the first pay period after the District receives notification of the authorization. The District

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shall not be obligated to put into effect any new or changed deductions until the first pay period after the change has been submitted. Item 10.5

5. The District shall transmit dues and other Association-sponsored payroll deductions to the Association no later than thirty (30) days after deduction from the employee's earnings occurs. The District shall provide the Association with a report which includes the names of all members and the amount deducted from the payroll warrant of each member when such deductions are transmitted to the Association. The District shall not charge the Association for the withholding of membership dues as provided for in this Article.
6. The District shall remain neutral regarding an employee's decision to join the Association or participate in its activities. As such, all employee requests to authorize dues/other deduction(s) or requests to change status regarding such deductions shall be directed by the District to the Association.
7. The Association will not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

C. New Employee Orientations (AB 119)

1. District Notice to Association of Bargaining Unit Members

- a. The District shall provide the Association with the name and contact information for any newly-hired unit member within thirty (30) days of their date of hire or by the first pay period of the month following their hire.
- b. The District shall provide the Association a list of all unit members' names and contact information on or about the last working day of August, December and April.
- c. For the purposes of implementing this section, the contact information will be provided to the Association electronically to a mutually agreeable, File Transfer Protocol site and shall include:
  - First Name
  - Middle Initial
  - Last Name
  - Suffix (e.g., Jr., III, etc.)
  - Job Title
  - Department/Primary Work location
  - Work telephone number
  - Home Street Address, including city, state and zip code
  - Home telephone number on file with the District with area code
  - Personal cellular telephone number on file with the District with area code
  - Personal email address on file with the District
  - Last four digits of the social security number
  - CalPERS status
  - Hire date

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2. Employee Orientation

- a) All new unit members shall be scheduled ***and required*** to attend a new employee ***group*** orientation as soon as practicable upon/following hire.
- b) ***The District shall provide the Association access to its new employee group orientations.*** The Association shall be notified of the date, time, and location of all ~~new-employee~~ ***such*** orientations. The Association shall receive not less than ten (10) days' notice in advance of such orientations, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c) Orientations shall be held on District property and be scheduled, insofar as practicable, to occur during employees' regular work hours. Employees who attend orientation outside their regular work hours shall be paid for their attendance.
- d) The Association shall have up to one (1) hour of paid release time for up to two (2) chapter representatives, including the chapter president, to attend and conduct their orientation. The CSEA Labor Relations Representative may also attend the orientation. During the Association's portion of the orientation session, no District management staff member or non-unit member shall be present.
- e) ***In the event a new employee does not attend a scheduled new employee group orientation, the Association may arrange an individual orientation with the employee at her/his work site. The Association shall coordinate the date and time of the orientation with the classified Human Resources director, the employee and the applicable site office in advance so as to minimize disruption to the site. The Association representative and the employee shall be provided up to one (1) hour of release time, including travel time, for the orientation, and the CSEA Labor Relations Representative may be permitted to attend. This release time shall not be counted against release time provided for elsewhere in this Agreement.***

D. Protection from Interruption and Contact by Third Parties

- 1. The District and Association mutually agree that members have a reasonable expectation to work in an environment that is free from unwanted harassment, solicitation, and contact from third parties. The District will undertake reasonable efforts to provide such working environment to bargaining unit members.
- 2. The District shall notify the Association of any third party requests it receives for information about bargaining unit members prior to providing the information sought by the requesting party.
- 3. The District shall limit the disclosure of information about bargaining unit members to third parties to that which is required by law.

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The District proposes that Article V be included in the Unit III CBA as follows:

A. Definitions

1. **Full-Time Employee:** A full-time employee is defined as an employee who works ~~an~~ eight (8) hours per day / forty (40) hours per week. ~~on each instructional day of the calendar.~~
2. **Part-Time Employee:** A part-time employee is defined as an employee who works less than a full-time employee as defined in 1. above.
3. **Full Time Equivalence (FTE):** The percentage of time worked out of a 40-hour week. Example: 20 hours per week (20/40) =.500 FTE.
4. **Duty Year Calendar:** The negotiated calendar which establishes the number of months per year, the first and last workdays, the number of regular workdays, vacation days and paid holidays, and any non-workdays for each classification in the bargaining unit.
5. **Standard Work Week:** A standard workweek shall consist of five (5) consecutive days ~~for~~ of eight (8) hours work each day for a total of 40 hours work per week. By mutual agreement of the employee and site supervisor flextime schedules shall be allowed. The change in the starting time of duties shall not exceed two (2) hours' variance from the initially assigned hours. Any employee performing duties on a flextime schedule shall be compensated at the overtime rate only for those hours in excess of forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when necessary to carry on the business of the District as provided for in Article VI, Overtime.

Positions which require employees to work less than five (5) days per week shall be designated by the days an employee is required to work each week and the total number of weekly hours worked.

6. **Workday:** A day on which an employee is required to render service to the District as designated in his/her Duty Year Calendar. The length of the work day shall be designated by the District for each position in accordance with the provisions of this Agreement. Each employee shall be assigned a fixed, regular number of work hours per day/week.

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7. **Instructional Day:** Each day of instruction as designated on the Board adopted Instructional Calendar.

**B. New Employees:** Within fifteen (15) workdays after Board action approving the employment of a new employee, the employee shall be given a copy of each of the following:

1. The Personnel Action Form
2. The job description
3. The current salary schedule and calendar
4. The District/CSEA negotiated agreement and modifications
5. CSEA shall provide the District Personnel Office with CSEA membership forms for distribution to new employees.

**C. Assignment**

1. The work schedule for an individual employee shall be defined according to the definitions in "A" above **based on the specific position in their classification to which they are assigned.** ~~Work schedules shall be given to the employee as soon as possible at the start of each year.~~
2. The actual work year schedule for positions in the same classification may vary by location, dependent upon individual assignments.
3. A work schedule may be changed by mutual agreement of the supervisor and the employee except that the Association must concur with any change beyond thirty (30) days in duration and provided that such change does not result in a reduction of total annual hours.

**D. Rest Periods (Paid) and Lunch Periods (Unpaid)**

1. Full time employees shall receive a minimum thirty (30) consecutive, unpaid, duty-free minutes for lunch to be scheduled by the District at or about the midpoint of the employee's work shift. The lunch period may be interrupted for emergencies, such as student illness or injuries and must be approved by the Supervisor. In no event shall **such** employee be deprived of his/her thirty (30) minutes for lunch.
2. Part-time unit members may arrange with the supervisor for an unpaid, duty-free lunch period **if it is not already included in the scheduled work hours.**

3. A scheduled lunch period may not be shortened or skipped in order to shorten the workday.
4. Employees shall have one (1) rest period of fifteen (15) minutes for each four (4) hour work period scheduled at or about the mid-point of the work period. Full time employees shall take the first rest period during the first four hours. Timing of the rest period may be adjusted by mutual agreement between the employee and the employee's supervisor. Rest periods may be interrupted only for emergencies, such as student illness or injuries. These interruptions must be approved by the Supervisor. The rest period shall not be shortened or skipped in order to shorten the workday.
5. For purposes of illustrating Sections 1-4 above, employees' entitlements to rest and lunch periods are as follows:

<u>Hours/Day</u>	<u>Paid Rest Period(s)</u>	<u>Unpaid Lunch Period</u>
Up to 3.99	None	None
4.0 – 7.99	1	May be arranged if not already included in scheduled work hours
8.0	2	At least 30 minutes

E. Modified Work Week

1. When it is required by law or court decision that the district provides ~~Paraeducator~~ **instructional support** services at a time other than the traditional work week described in this ~~Article section~~, a modified schedule including days other than the regular calendar of instructional days may be developed.
2. An incumbent in the position may consent to the modified schedule or transfer to an appropriate vacant position in the same classification. If an appropriate vacant position is not available, and the incumbent does not consent to a modified schedule, then an alternative assignment within the same classification within regular calendar days will be provided until an appropriate vacancy occurs.
3. If the position is vacant, the modified schedule will be included in the posting.

F. Summer Work Schedule

If the requirements of an **instructional support** position assigned to an individual student extend into the summer past the regular instructional year, the incumbent shall have first right to the summer assignment.

G. Minimum Call-In or Call-Back Time

A regular employee called in to work on a day when he/she is not scheduled to work, or called back to work after completion of his/her regular assignment, shall be paid a minimum of two (2) hours' pay or given equivalent compensatory time off for such work.

H. Increase in Basic Hours

1. When additional hours are authorized, the additional hours shall be first offered to the individuals in that classification at that site whose schedule will accommodate the designated new hours in descending order of seniority. If no individual at that site elects to pick up the additional hours, the additional hours shall be posted pursuant to this agreement. The site manager has the right to determine the assignment of the additional hours to the most appropriate positions.
2. An employee who works a minimum of thirty (30) minutes per day in excess of his/her part time assignment for a period of (20) consecutive workdays or more shall have his/her basic hours changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis pursuant to Education Code.
3. This section shall not be construed to apply to time during which a part time employee **substitutes works additional hours to cover** for an absent employee, providing the absent employee actually returns to duty with the District at or before exhaustion of all approved leaves. When the employee who is absent fails to return to active status after exhaustion of all approved leaves, the employee temporarily assigned the increased hours shall be entitled to an adjustment of fringe benefits entitlement **for the period during which coverage was provided**. This includes all leave accruals available to the bargaining unit member and does not include health and welfare benefits.

**District Counterproposal #3 to CSEA  
Article VII – Leaves  
January 22, 2020**

The District proposes that Article VII be revised and included in both the Unit II and Unit III CBAs as follows:

A. Leaves of Absence for Illness or Injury

1. An employee employed full time, five (5) days a week, twelve (12) months a year, shall be granted 96 hours leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.

An employee may annually use six (6) sick leave days for the illness of a child, parent, spouse, domestic partner of the employee or child of a domestic partner.

2. An employee, employed five (5) days a week, who is employed less than full time or for less than twelve (12) months per year is entitled to that proportion of 96 hours leave of absence for illness or injury as the number of hours per week and months per year he/she is employed is proportionate to forty (40) hours per week twelve (12) months per year.
3. An employee employed less than five (5) days per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week is proportionate to five (5) days. When such persons are employed for less than a full school year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such illness or injury absence shall be the same as the pay which would have been received had the employee served during the day of illness so long as the employee has a positive accumulation of sick leave hours on the District's records.
5. At the beginning of each employee's school year as defined by position assignment, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of probationary service with the District.

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6. Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage, or childbirth, and recovery there from. The length of the absence shall commence and terminate on dates determined by the employee and the employee's physician.
7. If an employee does not take the full amount of sick leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.
8. Employees may convert unused sick leave to retirement credit subject to and in accordance with applicable Ed Code or Government Code, or other applicable law if the employee is filing a request for retirement.
9. An employee may elect to waive sick leave benefits temporarily in order to coordinate SDI with sick leave, to provide combined SDI and sick leave payment equal to full day's pay to the extent of available sick leave. (See Article XII, H.)

B. Entitlement to Other Illness or Injury Leave

1. After the exhaustion of sick leave and other paid leave, a unit member who is absent from duty due to long-term illness or accident for more than five (5) consecutive days and who has submitted medical verification satisfactory to the District of the cause of the absence, shall be entitled to receive the difference between the amount actually paid a substitute employee employed to fill his/her position during his/her absence and the salary which would have been paid to the employee.
2. Entitlement to such difference pay shall expire five (5) months after the first date of absence. Benefits under this section are for long-term illness or accident whether or not the absence arises out of or in the course of the employment of the employee.
3. If the employee does not exhaust the five (5) month period during a school year, the employee shall be entitled to differential pay for the remainder of the five (5) month period in the subsequent school year. An employee shall be entitled to one five (5) month period for any one illness or accident.
4. When an employee is absent from his/her duties on account of illness for a period of five (5) months or less according to the terms of this article, the District contributions toward health and welfare benefits shall continue for

a period not to exceed five (5) months without regard to whether the employee is receiving differential salary.

C. Catastrophic Leave

The purpose of the catastrophic leave bank is to allow bargaining unit members to contribute one (1) equivalent sick leave day (based on FTE) for the establishment of a sick leave bank to assist permanent classified employees who have a long-term catastrophic illness or injury and who have exhausted all paid leaves.

Catastrophic illness or injury means a life-threatening or terminal illness or injury as verified by appropriate medical documentation and prevents the member from working.

1. The classified leave bank will include all permanent classified employees in all three classified bargaining units. The donation of one (1) day of sick leave shall be prorated by FTE when credited to the pool. For example, a .75 FTE employee donating one (1) day shall increase the pool by .75 FTE.
2. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and one (1) bargaining unit member from each of the three (3) **classified** units selected by the respective association/union. Approval of sick leave requests will require support of four (4) out of five (5) committee members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.
3. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have ~~twenty (20)~~ **fifteen (15)** equivalent days of accumulated sick leave as of the first duty day of the fiscal year to be eligible for **membership** in the bank. Eligible unit members must notify the Human Resource Office in writing during the designated open enrollment period of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) FTE sick leave day.



- a. The District shall notify all unit members annually of the designated open enrollment period for participation in the Catastrophic Leave Bank.
  - b. Upon closing of the annual open enrollment period for Catastrophic leave, the District shall provide each classified unit president with the following:
    - i. The number of hours contributed to the bank by classified employees for the current year.
    - ii. The names of the classified employees participating in the bank.
    - iii. The total number of accumulated hours in the bank.
4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than **two hundred (200) days / sixteen hundred (1600) hours** ~~one hundred (100) days/eight hundred (800) hours~~, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. **A maximum of 200 sick leave days per year may be withdrawn annually from the bank.** Sick leave from the bank may not be granted for any illnesses or injuries to be covered under Workers' Compensation.
  5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.
  6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
  7. Catastrophic Leave Bank Benefit: After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to ~~fifteen (15)~~ **thirty (30)** days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.
  8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.

**D**  
**A. Industrial Accident and Illness (Worker's Compensation) Leave**

- ~~1. Probationary employees who do not have permanency in other classifications in the District, are not eligible for the provisions of Section B. (Renumber below.)~~
2. Permanent Employees shall be entitled to no more than sixty (60) days of fully paid leave under this provision in any one school year for the same accident, or as consistent with the Education Code. Thereafter leave for industrial accident or sickness shall be in accordance with the Education Code or the Board of Education policies and procedures.
3. Leave allowable under this provision shall not be accumulated from year to year.
4. Leave under this provision shall commence on the first day of absence.
5. Total District reimbursement under this provision shall not exceed the employee's full salary, including his/her temporary disability indemnity and the portion of monthly salary paid by the District.
6. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an Industrial Accident or Illness Leave overlaps into the next school year, the permanent employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

~~F~~  
B. Additional Leave for Non-Industrial Accident or Illness

A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed (6) months, in accordance with Education Code Section 45195. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month (6) periods or such lesser leave periods as it may deem appropriate, but not to exceed a total of eighteen (18) months.

~~F~~  
C. Bereavement Leave

1. An employee shall be granted a leave with full pay in the event of the death of any members of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if travel in excess of 300 miles one way is required. The immediate family is defined as spouse, domestic

partner, son, daughter, mother, father, grandmother, grandfather, sister, brother, **aunt, uncle**, niece, nephew, grandchild or any person living in the immediate household of the bargaining unit member.

2. "Step" relatives, in-laws, adopted children, foster children, and domestic partner relatives in the above categories are included for the purposes of this section.

**G**  
~~D.~~ Personal Necessity Leave

Up to seven (7) days of absence chargeable to accumulated sick leave may be used by a probationary or permanent employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the employee's person or property, or the person or property of a member of his/her immediate family (as defined in F. above).
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Paternity Leave at the time of birth or immediately thereafter.
5. The adoption of a child at or immediately after the time of placement.
6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
7. Observance of certain religious holidays which require total abstinence from work.
8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.

Immediate family as used herein is defined under Bereavement Leave.

**H**  
~~E.~~ Military Leave

An employee shall be entitled to any military leave conferred by statute as a matter of right and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

I  
F. Other Leave

With the prior approval of the immediate supervisor and the Superintendent, the District at its discretion may grant additional unpaid leave, not otherwise provided for herein, for a period not to exceed thirty (30) calendar days during any one (1) school year.

J  
G. Judicial Leave

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount payable for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
2. Any full time employee who serves no more than four (4) hours of jury duty in any day shall be entitled to one-half (1/2) the paid leave payable under paragraph 1. above and shall return to work for the balance of the workday. Employees using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.
3. A part time employee who serves jury duty no more than one-half (1/2) of his/her normal shift shall report to duty at the end of such service. A part time employee serving one-half (1/2) or more of the normal shift on jury duty shall be excused from work that day without loss of pay.
4. An employee who is subpoenaed as a witness in a court or administrative proceeding shall be provided leave with pay to testify, unless he/she is a voluntary witness.

K  
H. Association Leave

1. Up to three (3) Association representatives, according to CSEA's formula, shall be granted a total of five (5) days each of paid release time per school year for annual CSEA conference attendance, subject to the following conditions:
  - a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.

- b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.
2. In addition, Association officers may request a maximum of eight (8) hours of release time per month for Association business. Such release time shall be used in minimum increments of two (2) hours and shall be subject to the following conditions:
  - a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.
  - b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.
  - c. This time is an addition to reasonable release time for processing grievances and is non-cumulative.
3. Job Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances.
4. Association President's release time:
  - a. The District shall grant up to a full-day per week release for the Association President upon request.
  - b. The Association President shall receive compensation and benefits as though s/he were a regular employee of the District.
  - c. The Association President shall be advanced on the salary schedule as though s/he had been a regular employee of the District.
  - d. The Association and District shall discuss the payment of all salary and benefit expenses equal to the cost of the replacement for the Association President as of the first day of school.
  - e. The Association President shall have the right to return to the exact position and department/school s/he was employed prior to receiving the Association Leave.
  - f. Other provisions of the Association leave included in this Contract are not affected by this leave.

L  
X. Personal Business Leave

1. A permanent employee may take one (1) day of paid leave per school year in increments of not less than one (1) hour for any personal reason.
2. Employees taking personal business leave shall submit a request for leave of absence to their immediate supervisor prior to taking the leave except where circumstances dictate that the employee's absence is immediately necessary. The Classified Personnel Administrator shall require a written verified explanation of the basis for the leave from the employee when such absence occurs during a work stoppage.

M  
X. Study or Retraining Leave

1. The Board may grant any unpaid leave of absence not to exceed six (6) months for study or retraining to meet changing conditions within the District.
2. Such leave may be taken in periods of less than six (6) months, provided that the separate periods of leave shall be commenced and completed within a three-year (3) period.
3. The employee must return as an employee of the District for at least a six (6) month period after such leave.
4. No leave shall be granted under this Article to any employee who has not been employed by the District for at least five (5) consecutive years, and no more than one (1) such leave shall be granted in each five-year period.

N  
X. Leaves – General

1. The District will, within technological capabilities, attempt to provide notification of employee leave balance twice a year.
2. Leave benefits shall not be used for withholding of service or work-stoppage-related activities of any kind.
3. Non-illness absences require approval by the employee's immediate supervisor and the Classified Personnel Administrator. Failure to obtain such approval may result in loss of pay.

O  
X. Return from Leave

1. The District may require a physician's verification of illness when it determines that the employee's sick leave usage indicates a pattern of potential abuse. An example of potential abuse may include absence for three (3) or more consecutive days contiguous with the weekend or vacations on a repeated basis.
2. It is the responsibility of the employee who has been absent for reasons other than regularly scheduled vacation to notify his/her supervisor as to the day he/she will return to work. Failure to do so, in instances where a substitute is being utilized, may result in the employee being sent home and the substitute retained. The additional day's absence may result in loss of pay or loss of such leave.

P  
M. Family Care Leave

The District will provide family and medical leave pursuant to Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993 as provided in Board Policy.

Q  
N. Paid Family Leave

Effective July 1, 2004, the District will provide Paid Family Leave (PFL), also known as Family Temporary Disability Insurance (FTDI), as required under State law. Informational guidelines are available in the Human Resources Office.

An Eligible employee who meets verification requirements may be entitled to a maximum of six (6) weeks of PFL benefits in a twelve (12) month period. There is a waiting period of seven (7) calendar days, beginning with the date of the claim, when no PFL benefits are paid. An employee must utilize up to two (2) weeks of accrued, but unused vacation concurrent with the seven (7) calendar day waiting period. The employee's initial receipt of PFL benefits will begin after the vacation and EDD waiting period requirements have been met.

R  
O. Parental Leave with Pay (AB 2393)

1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Unit members who have been employed for at least 12 months are

eligible to take this leave.

3. For mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
4. The leave must be completed within one calendar year of the birth, adoption or placement.
5. Pursuant to Education Code section ~~44977.5~~**45196.1**, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section ~~44977.5~~ **45196.1** for the balance of the 12 week period.

**Effective January 1, 2019, unit members to whom this section applies shall be paid no less than 50% of their regular salary for the duration of their differential leave.**

6. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
7. A Unit Member on leave under this provision shall not result in the forfeiture of probationary or permanent status.
8. A Unit Member's health benefits will continue while on leave under this provision.

S. Absence Without Leave

Three (3) days of absence without notification by the employee to the District shall be deemed unauthorized absence from work. Such unauthorized absence may subject an employee to disciplinary action. Failure to respond to District written notification sent Certified mail to the employee's last known address within ten (10) calendar days of mailing shall constitute a voluntary resignation.

T. Family School Partnership Leave

The District will provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities of the school where their children attend. Employees must provide their supervisor forty-



eight (48) hour notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist. This leave will be charged to the employee's accrued vacation or personal business leave in increments of one-half (1/2) hour. If the employee does not have accrued vacation or personal business leave the leave will be charged as "no pay".

U. District Employment Leave

Pursuant to Education Code, permanent employees appointed to a position outside of this bargaining unit shall be allowed to return to the former position in the event of the employee's failure to successfully complete the probationary period in the new position. Reassignment to the former position may not necessarily be at the former work site.

**District Counterproposal #2 to CSEA  
Article VIII – Transfers, Promotions, Demotions, and Reinstatements  
January 31, 2020**

The District proposes that Article VIII be revised and included in the Unit II and Unit III CBAs as follows:

**A. Definitions**

1. **Transfer:** A transfer is a move from one position to another position or from one work site or department to another within the same classification.
2. **Reassignment:** A reassignment is an administrative move to a position with the same classification at the same site.
3. **Promotion:** A promotion is a change from one classification to a different classification with a higher base salary range.
4. **Demotion:** A move from one classification to a different classification with a lower base salary range.
5. **Reinstatement:** Return to a former class without a break in service within the contractual time period.
6. **Internal Candidate:** An internal candidate is someone who is currently employed in a classified position in any of the classified bargaining units. This excludes persons who are not covered by classified bargaining unit agreements.
7. **External Candidate:** An external candidate is someone not currently employed by SRVUSD or who is employed by SRVUSD in a position not covered by classified bargaining unit agreements.

**B. Posting of Vacancies**

1. Notice of vacancies within the unit shall be distributed to each District work site for posting at least five (5) working days before the vacancy is permanently filled.
2. The vacancy notice shall include: job title, assigned work site, number of paid hours per week and months per year assigned to the position, anticipated work hours (including unpaid lunch where applicable), salary

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range, unit to which the position is assigned, and the deadline for applying. A brief description of the position and minimum qualifications required for the position shall be included in the vacancy notice or be available at the work site. The notice may also include qualification criteria unique to the site or specific position. Any criteria unique to the site or specific position must be consistent with the job classification.

3. During the posting period, the vacancy shall not be permanently filled.
4. Between the last day of one school year and the first day of the succeeding school year, vacant positions must continue to be posted; however, the District may immediately fill any vacant position per Section C Order of Filling Vacancies.
5. Posting notifications will be sent by email to all bargaining unit members and updated timely on the website. Each work site shall provide access to a computer to those employees who are not assigned a district computer.

#### C. Order of Filling Vacancies

1. Employees requesting transfer will be considered first.
2. Employees with job rights needing placement due to impact of layoffs are considered next, and are offered positions in the reverse order of layoff, regardless of the hours per day of the former position, and in accordance with Education Code requirements and Association Agreement.
3. Employees requesting promotions, a different classification or voluntary demotion are considered next. Reasons for non-selection of any such employees will be provided by the hiring administrator to the Classified Personnel Administrator.
4. External candidates: If the vacancy has not been filled, those not currently employed with or in layoff status with the District are considered next. Site administrators will not have access to outside candidate applications or interview outside external candidates until district employees applying for transfer or promotion have been determined not qualified.

The District and the Association agree to convene a subcommittee in 2018-2019 of up to three (3) CSEA members and three (3) management team members to review this section and develop a joint proposal for considering both internal and external candidates in the hiring process that will more effectively address the mutual needs of the parties.

D. Selection Criteria for Transfer and Promotion

In filling a vacancy, the administrator making the selection decision will consider:

1. Qualifications
2. Evaluations (for existing employees)

In the event that an employee has not received any written evaluation, the lack of an evaluation will not limit the employee's opportunity for transfer or promotion.

3. Length of District service in similar positions based on hire date.
4. Other job-related factors as described in the job description.
5. If multiple internal candidates are determined to be equally qualified for a vacancy by the selecting administrator, the most senior candidate will be recommended for appointment.

E. Notification Process

After being provided written notice of non-selection, internal candidates (transfers, promotions) may notify Personnel in writing within one (1) working day of their request to appeal the decision. The District will not fill the position until the employee has had a conference with the Classified Personnel Administrator. Such conference shall occur within three (3) working days of the appeal notification, unless mutually agreed to postpone. After the one-day appeal period, an employee may still request and be entitled to a conference with the Personnel Administrator regarding the non-selection. An employee who is denied a vacant position following appeal shall receive, upon request, a written statement of the reasons for such denial.

F. Employee Initiated Transfers

1. Any employee may request consideration for a posted vacancy by submitting a request on a District-prescribed form within the application period.
  - a. Probationary employees may be considered for transfer and/or promotion during their initial probationary period which, effective for all new hires as of January 1, 2019, shall be ten (10) months from the

initial date of hire in a regular position, and for all new hires beginning January 1, 2021, shall be six (6) months or 130 days in paid service in a regular position whichever is longer. However, probationary employees may accept only one (1) voluntary transfer or promotion during that time. Probationary employees selected for transfer or promotion shall continue in the same initial probationary period. Probationary employees who are promoted from an initial probationary position do not have right of return to their previous classification.

2. Employees requesting promotions and employees requesting transfers will be screened by the Classified Personnel Administrator for minimum qualifications. Those meeting qualifications will be considered at the same time.

#### G. District Initiated Transfer

1. The District may transfer an employee to balance workloads or reduce excess staff. Transfers will be made based on site seniority by classification.
2. The District may initiate an employee transfer to mitigate irreconcilable work related conflicts that are having an adverse impact on the department, site, and/or program.
3. A conference will be held with the employee and written notice provided at least ten (10) days prior to the effective date of transfer. Such transfers may occur in less than ten (10) days by agreement of the District, the employee, and the Association.

#### H. Promotion

1. Any employee may request consideration for a promotion by submitting a request on the appropriate form within the application period.
2. The probationary period for a permanent employee selected for promotion, effective for all employees promoted as of January 1, 2019, shall be five (5) months from the date of hire in the position to which he/she is promoted. **The promotional probationary period for permanent employees promoted beginning January 1, 2021 shall be six (6) months or 130 days in paid service whichever is longer.** (Such employees may not apply for transfer or promotion during the promotional probationary period.)

3. A permanent employee who does not successfully complete a promotional probationary period has the right to return to a position in their former classification.

I. Training

~~On the job training may be provided for employees assigned to a new position (includes assignment resulting from Transfer and Promotion). Compensation during such training will be at the rate assigned for the position. Employees will be given the opportunity to receive up to five (5) days of training at the discretion of the Supervisor. (Note: This will be located to the new article on Employee Training and Communication.)~~

*(Reletter as Section I.)*

J. Alternative Assignments

The District may provide alternative work, if a position is available, to an employee who has a temporary health condition (not to exceed three months) that renders the employee incapable of satisfactorily performing his/her regular job duties. Consideration for assignment will not be granted if the requesting employee's health condition poses any risk to the health and safety of the employee or others that the employee may contact in the course of work. The employee must be able to perform the essential functions of the temporary position. An employee who is granted alternative work shall receive the greater compensation of either the regular assignment or the temporary assignment, after the first five (5) days.

The District and Association agree to convene a subcommittee in 2018-2019 of up to three (3) CSEA members and three (3) management team members to discuss and develop a pilot process whereby unit members with particular skills and professional interests may be selected on a short-term basis to serve in an alternative assignment in support of District needs for the purpose of professional development and/or promotion.

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Page 131 of 206

Item 10.5

**District Counterproposal #3 to CSEA  
Article X – Vacations (Unit III only)  
November 4, 2019**

The District proposes that Article X be included in the Unit III CBA as follows:

- A. Regular employees are entitled to be paid for vacation in accordance with this article. Only regular permanent employees are entitled to take vacation.
- B. ~~Paraeducators~~ **Bargaining unit members** accrue “base” vacation at the rate of one (1) equivalent day per month during the first five (5) years of regular employment.
- C. An equivalent day is defined as one-fifth (1/5) the total weekly hours to which the employee is normally assigned.
- D. In order to earn vacation for a month, the employee must be in paid status for at least fifty percent (50%) of his/her total assigned monthly hours during that month.

**E. Vacation Accruals Above Base**

After completing five (5) years of service, vacation accruals will be calculated at the rate of 1.25 equivalent days per month. One (1.0) equivalent day will be calculated into the employees pay at the beginning of the academic year in accordance with Article XIV – Salaries, Part L. – Pay Plan, and .25 equivalent days will be accrued into the employees leave accrual record for use by the employee as described in section F of this Article.

After completing ten (10) years of service vacation accruals will be calculated at the rate of 1.667 equivalent days per month. One (1.0) equivalent day will be calculated into the employees pay at the beginning of the academic year in accordance with Article XIV – Salaries, Part L. – Pay Plan, and .667 equivalent days will be accrued into the employees leave accrual record for use by the employee as described in section F of this Article.

- F. ~~Paraeducators~~ **Bargaining unit members** may use accrued vacation upon prior approval of the employee’s supervisor. Regular employees may not use accrued vacation before it accrues.
  - 1. Regular employees assigned to school sites who are employed less than 12 months ~~may~~ **shall generally be expected to** use their accrued vacation during non-instructional days ~~with prior approval of their supervisor.~~

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 [Handwritten initials and signatures: JGN, NGS, TC, KR, CM, AS, and others]

~~2. Employees assigned to school sites may take accrued vacation when scheduling of such leave does not conflict with the District's ability to provide coverage for the absence. (renumber as 2 and 3 below.)~~

~~3. 2. Accrued vacation above the base accrual may be used at other times with the prior advance approval of the immediate supervisor **and** upon verification of eligibility by Human Resources. and when scheduling does not interfere with program services conflict with the District's ability to provide coverage for the absence. Unit members are encouraged to make requests to take vacation under this provision as early as possible.~~

~~4. Employees must submit leave request forms in accordance to Part H and I of this agreement.~~

**3. In extraordinary circumstances, a unit member may request approval from his/her immediate supervisor and Human Resources to take up to five (5) continuous days of vacation during the instructional year. Such request shall be made at least two (2) months in advance. The employee shall receive a final decision on the request within two (2) calendar weeks of its submission.**

G. Vacation accruals accumulated during the school year will be paid in the July 10<sup>th</sup> payroll.

H. Prior Approval – All Employees

All employees in this bargaining unit shall submit a Request for Leave of Absence to their immediate supervisor at least ten (10) working days in advance, except in an emergency. Site supervisors will review and recommend/deny requests based upon availability of coverage and will notify the employee of the status of the request within five (5) business days from the supervisor's date of receipt.

I. Upon separation from employment, a regular employee shall be paid for earned and unused vacation.

J. Vacation pay shall be at the same rate as that which the employee would have received had he/she been in working status.

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**District Counterproposal #4 to CSEA  
Article XI – Evaluation Procedures  
January 31, 2020**

The District proposes that Article XI be included in the Unit II and Unit III CBAs as follows:

**A. Evaluation**

Classified employees shall be evaluated by their immediate supervisor (supervisory or management) as designated by the District.

**In cases where the immediate supervisor works off site, the immediate supervisor shall solicit feedback from an on-site administrator regarding an employee's performance prior to completing an evaluation.**

**B. Frequency of Formal Evaluation**

1. **Probationary employees hired before January 1, 2021 shall be evaluated at by no later than the end of the ~~third (3rd)~~ fourth (4<sup>th</sup>) and ~~fifth (5<sup>th</sup>)~~ eighth (8<sup>th</sup>) months of service. The length of the initial probationary period is ~~one hundred thirty (130) days in fully paid status, not to exceed a period of twelve (12) months from the initial hire date.~~ is ten (10) months from the date of hire in a regular position.**

**Probationary employees hired on January 1, 2021 and after shall be evaluated by no later than their third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) months of service. The length of their initial probationary period is six (6) months or 130 days of paid service from the date of hire in a regular position whichever is longer.**

Probationary employees who utilize leave other than sick leave during their probationary period may have their probation extended by the number of day of leave taken.

2. **Permanent employees shall be evaluated a minimum of once every other year on or before ~~May 31,~~ the tenth (10<sup>th</sup>) workday prior to the end of their duty year.**
3. **The evaluator may evaluate a permanent employee more frequently if necessary at his/her discretion, except that not more than three (3) Employee Performance Reviews shall be prepared for a permanent employee within one work year.**

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C. Presentation of Evaluation

Evaluations shall be made on Employee Performance Review Forms provided by the Personnel Department. At the time the evaluator receives the evaluation form from the District Office, the evaluator shall notify the employee of the impending evaluation. Upon completion, the evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The employee's signature does not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be placed in the employee's personnel file.

D. Rebuttal to Evaluation

An employee who is not satisfied with his/her evaluation may write a rebuttal, which shall be attached to the evaluation and become a part of the personnel file. The evaluation form shall include a statement of this right.

E. Records

1. Material used as a basis for evaluation shall not be placed in the personnel file without first providing the employee with a copy of the material which is being placed in the file. The employee shall have an opportunity to respond in writing and such response shall be attached to the material.
2. Information of a derogatory nature shall not be entered in the employee's personnel file until the employee is given a copy and written notice that such material will be entered. Following such notice, the employee shall **may within seven (7) workdays ten (10) calendar days** thereafter review the material and submit his/her written comments, if any, to be attached to such material. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose for a reasonable amount of time without loss of wages.
3. The employee shall also be permitted to periodically review his or her personnel file. Employees will make arrangements with the Human Resources Department to review their files in advance and at times which are least disruptive to their worksite.

F. General

The terms "evaluation" and "evaluate", as used herein, mean the completion by the evaluator of a classified Employee Performance Review Form. Nothing in this Article shall preclude the evaluator from documenting at any time, in

writing, deficiencies in an employee's work-related performance. Such written documentation shall not be entered in the personnel file except in accordance with Section E.2.

G. Complaints Against Employees

1. A copy of any written complaint about an employee shall be provided to the employee by the supervisor within ten (10) workdays of receipt. This requirement shall not apply to a complaint which is the subject of a police investigation. Pursuant to the procedure in this Agreement and Board Policy, unfounded complaints shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
2. Upon being notified of such a complaint, within ten (10) work days the employee may request a meeting with the supervisor and complainant, if appropriate, to be scheduled within thirty (30) work days. Any lack of meeting, however, shall not preclude placement of the complaint in the employee's personnel file.
3. If the complaint remains unresolved then it shall be subject to the provisions of Board Policy and Procedure 1312.1 regarding Complaints Concerning School Personnel.
4. Complaints shall not be entered in the personnel file except in accordance with Section E.2.
5. Any information arising from a complaint against the employee shall not be placed in the employee's evaluation or personnel file unless the complaint has been founded and the employee is informed of the complaint and findings.

**District Counterproposal #4 to CSEA  
Article XII – Employee Benefits (Unit III only)  
January 31, 2020**

The District proposes that Article XII be included in the Unit III CBA as follows:

**A. Health and Welfare Benefits**

1. The District shall fully cover full-time employees who select the Kaiser benefit package.

For health plans other than Kaiser (~~Health Net HOM, Health Net PPO~~), employee contributions will be based on the difference between the Kaiser tiered rate and the tiered rate of the non-Kaiser plan.

2. **Eligible employees may select a benefit package, which includes from District medical, dental, vision, and life insurance plans.**
3. **In the event that no medical carrier other than Kaiser is available for a pending plan year, such circumstance will be promptly communicated by the District to the Association, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation as soon as possible following the notification.**

**B. Eligibility**

1. Employees who are employed for an average of twenty (20) hours or more per week (i.e., .500 FTE and higher) shall be eligible to participate in District health, dental, vision and life insurance plans.
2. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children.
3. Retirees' domestic partners and their children are not eligible to be added to employee retiree coverage unless the domestic partnership commenced prior to the retirement of the employee.
4. ~~Employees age 55 to 65, and~~ who have ten (10) years of continuous ~~Unit III, Paraeducator~~ benefits-eligible service immediately prior to retirement, may continue to enroll and pay the entire cost of the benefits in which they were enrolled as active employees. The cost to the retiree is the full cost of the retiree rate. A retiree is defined as a person who is an annuitant in PERS or STRS.

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C. Full-Time Employees

1. Full-time employees must exercise their option to participate within thirty (30) days of employment **or eligibility**. ~~Thereafter, an annual open enrollment is provided for medical coverage only.~~ After the thirty (30) days, enrollment in a **medical plan may occur during annual open enrollment or with a qualifying life event**. Enrollment in dental and/or vision plans may **only** occur with a qualifying life event.
2. **Effective July 1, 2020**, benefits eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of ~~\$407~~ **\$450** per month in-lieu of medical coverage on a pro-rata basis (~~rate applies to 2016-2017~~). ~~This in-lieu amount shall be increased annually by the CPI for the term of this contract.~~ Employees who elect this option may purchase dental and/or vision benefits through the District at their full cost.
3. Eligible employees ~~may~~ **are** enrolled in the District-paid standard term-life insurance plan (**\$50,000**) upon ~~initial~~ benefits eligibility ~~only~~. **Eligible employees may elect an additional fifty thousand dollars (\$50,000) in life insurance coverage at no cost upon their initial benefits eligibility only.** Any tax consequences associated with this additional election shall be borne by the employee.

D. Employees Who Work Twenty Hours or More Per Week But Are Not Full Time

1. Employees who work twenty (20) hours or more per week but are not full time qualify for the ~~schedule of benefit allowances above~~ **District contributions** for medical, dental, vision, and life insurance on a prorated basis, provided the employee pays the difference in costs for the ~~full~~ benefits package selected. Such employees shall exercise their option to participate within thirty (30) days of employment **or eligibility**. **After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event**. Enrollment in dental and/or vision plans thereafter may only occur with a qualifying life event.
2. **Effective July 1, 2020**, benefits eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of ~~\$407~~ **\$450** per month in lieu of medical coverage on a ~~pro-rata~~ **prorated** basis (~~rate applies to 2016-2017~~). ~~This in-lieu amount shall be increased annually by the CPI for the term of this contract.~~ Employees who

elect this option may purchase dental and/or vision benefits through the District at their full cost.

3. Eligible employees ~~may~~ **are enrolled** in the District-paid standard term-life insurance plan **(\$50,000)** upon ~~initial~~ **benefits eligibility only. (From B above.)** Eligible employees may elect an **additional fifty thousand dollars (\$50,000) in life insurance coverage at their prorated cost upon initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.**
4. A part-time employee who receives a permanent appointment to a full-time position (8 hours/1.0 FTE) may elect to move from cash in lieu to benefit coverage within 30 days of the full-time appointment.

E. ~~Part-Time Employees (Less than Four Hours)~~

~~Employees who work less than four (4) hours per day may enroll in District medical benefit plans at their own expense, subject to carrier approval. Such employees must exercise their option to purchase coverage within thirty (30) days of employment or eligibility. Thereafter, an annual open enrollment is provided. Premium shall be paid by payroll deduction. (not permitted by carrier - - reletter provisions below)~~

F. Domestic Partnership Coverage

1. Definition

A domestic partnership shall exist between two persons regardless of gender and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

2. Criteria

A domestic partnership exists when all the following occur:

- a. Both persons have a common residence.
- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.

- c. Neither person is married, legally separated, nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least eighteen (18) years of age and are legally able to consent to contract.
- f. It has been at least six (6) months since either of the two parties has filed a statement of termination of a previous Affidavit of Domestic Partnership with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership ended due to the death of one of the partners.
- g. The two parties agree to notify the San Ramon Valley Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.

### 3. Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, file with the District a San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District, including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependent children of the domestic partner is considered taxable income to the employee unless the domestic partner/dependent child/children is a dependent as defined by Section 152 (a) of the Internal Revenue Code and implementing regulations. This benefit coverage is subject to Federal and State Income Tax and must be reported as inputted income on the employee's W-2 form. The District must pay all applicable employer taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal and state law.

The District shall be indemnified and held harmless by the employee against any legal action pursued by another party under applicable laws including, but not limited to community property, contract or family laws.

#### 4. Termination

A domestic partnership shall terminate when any of the following occurs:

- a. One partner sends by certified mail to the other partner, a notarized, written notice that he or she is terminating the partnership.
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health-related requirements shall not constitute the cessation of common residence.

The Statement of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XII of this contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

#### G. Paid Leave Benefits

District-paid contributions shall continue for employees on District-paid leave.

#### H. Unpaid Leave Benefits

Employees on approved unpaid leaves and not eligible for the district paid health benefits continuing through other leave provisions, may elect to continue health, dental, vision and life insurance allowed by the provisions of the plans in force in the District, subject to payment by the employee to the District of the premiums for continued coverage on a month-to-month basis.



Payments to the District for such premiums that are in excess of thirty (30) days late may result in cancellation of coverage.

I. California State Disability Insurance

~~Subject to timelines, procedures, and approval of the EDD, the parties agree to include the bargaining unit in the California State Disability Insurance program. Once implemented, the following conditions shall apply.~~

The District shall deduct from the employee's pay and forward to the appropriate agency the premium for California State Disability Insurance for all employees in the unit. (See Article VII, Leaves, A. Leave of Absence for Illness or Injury, Number 9.) Employees absent from work and collecting SDI benefits will accrue vacation and sick leave hours based on normal assigned hours less offsetting income received from SDI. The District will continue to provide health and welfare benefits based on normal assigned hours until an SDI long term absence exceeds the five-month period provided by the Agreement under Article VII, B. Thereafter the District will contribute only the proportionate share represented by income received from the District.

J. Mileage

Employees who are required to use their own automobile in the performance of their duties, and employees who are assigned to more than one worksite, shall be reimbursed for mileage at the current IRS rate. Reimbursement shall be approved for:

1. Travel between work sites to which the employee is assigned.
2. Travel assigned or approved by the District for other purposes.

K. Noon Duty Supervision Hours

For bargaining unit members, as referenced in Article XVIII, who also work hours as a noon duty supervisor, the hours worked as a noon duty supervisor will not apply toward health and welfare benefits eligibility. **Beginning July 1, 2021, hours worked as a Unit Noon Duty Supervisor shall apply toward health and welfare benefits eligibility.** ~~For these members, the hours worked as a noon duty supervisor will apply toward vacation and sick leave accrual.~~

L. Benefits Study Committee

The Association and the District agree to participate in good faith in an employee benefits study committee to propose cost reductions or benefits packaging provisions that might improve the employee benefits or improve the cost containment possibilities for the District.

**The committee members will also work proactively to develop prospective options for the District and its bargaining units to ensure, to the greatest extent possible, that the District can continue to offer multiple health plan options to employees and retirees.**

The Association shall designate one representative from the bargaining unit to serve on the committee. Participation on the study committee shall normally be during duty time; if not, the representative shall be paid for the time. All recommendations from the study committee may be considered as immediate re-openers for negotiations by mutual agreement between the Association and the District. In the event agreement is reached between the two parties on any matters affecting benefits, immediate implementation is permissible upon ratification.

**District/CSEA Tentative Agreement**  
**Article XIII - Safety**  
**January 31, 2020**

The District proposes that Article XIII in the Unit II and Unit III CBAs be revised and included as follows:

- A. Alleged violations of safe working conditions shall be reported to the employee's immediate supervisor and may in addition be reported to the Safety Committee. If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL OSHA, and not process it as a grievance.
- B. The District Safety Committee shall include **one (1) bargaining unit representative each from Unit II and Unit III member** appointed by the Association. The chairperson of the committee shall be a District administrator, who shall schedule meetings of the committee. The committee shall meet at least once every three (3) months. Request for other meetings shall be submitted to the chairperson.
- C. The committee member appointed by the Association shall be allowed release time for committee meetings.
- D. No employee shall be discriminated against for reporting any condition which he/she believes to be in violation of health and safety codes.

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**District Counterproposal to CSEA  
Article XIV – Salaries / Working Out-of-Class / Reclass (Unit III only)  
January 31, 2020**

The District proposes that Article XIV be revised and included in the Unit III CBA as follows:

**A. Salary Schedule**

The District and the Association shall negotiate salary schedule changes annually.

**For 2019-2020, the Unit III salary schedules shall be increased by 2.56% effective July 1, 2019.**

**Should any bargaining unit negotiate either a higher base salary increase in 2019-2020, excepting any adjustment which may apply to the respective unit's Retired Employee Benefits Plan and Trust, or an increase in the District's contribution to health and welfare benefits for the 2020 plan year, the unit shall receive the same increase.**

**B. Split-Shift Differential**

Employees who work split shifts shall be paid a differential of \$2.00 per day. A split shift is one including a break of a) at least one (1) hour and a change of work site or b) more than one (1) hour at the same work site.

**C. Working Out of Classification**

An employee temporarily assigned in writing by his/her supervisor to a higher classification or directed in writing to perform duties that are inconsistent with those assigned to his/her position for a period of three (3) or more consecutive workdays, or at least five (5) non-consecutive working days within a period of fifteen calendar days, shall be paid for such period at the rate of pay applicable to the higher classification, at the lowest step which will give a 5% salary increase.

If an employee has not been directed in writing, but believes he/she is being required to perform duties inconsistent with his/her job description, the employee will immediately notify his/her immediate supervisor and the Human Resource Department.

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D. Longevity

1. An employee shall receive an increase of four percent (4%) of his/her base rate of pay upon completion of five (5) years of continuous service with the District; six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, and ten percent (10%) after twenty (20) years of continuous service, and twelve percent (12%) after twenty-five (25) years of continuous service.
2. Persons laid off and reemployed within 39 months of separation shall not be deemed to have suffered a break in service for purposes of computing service years for longevity entitlement.

E. Professional Growth

Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries. Each employee may earn a maximum of four (4) awards. The first award cannot be earned until an employee has been with the District for three (3) years. Employees may earn a second award anytime after their sixth year of service. The third award shall be awarded anytime after their ninth year of service. The fourth award shall be awarded anytime after their twelfth year of service. A fourth award shall only be granted for credits completed on or after July 1, 1997.

Each award shall require the completion of nine (9) semester units or their equivalent. All course work shall be related to the employees' current job or shall be clearly relevant to a declared promotional goal and District-approved professional growth plan the classified employee has on file with the District. This provision shall apply to any activity scheduled to begin on or after July 1, 1997.

**Such professional growth awards shall be granted as of July 1 for credits completed on or before July 1 and submitted on or before October 1. Such awards shall be granted as of February 1 for credits completed on or before February 1 and submitted on or before April 1. Entitlement to professional growth awards shall be determined pursuant to Board Policy Number 4231.**

F. Classification/Reclassification

1. Purpose of Reclassification Procedures

- a. Reclassification is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.
- b. The sole purpose of this section is to provide a uniform system for the individual unit member to be able to request reclassification.

## 2. Request for Reclassification

- a. Bargaining unit members are entitled to request that a position be reclassified, a group of positions within a classification be reclassified, or an entire classification be reclassified. Bargaining unit members who believe they have been directed to perform duties out of their job classification shall inform the evaluating supervisor and CSEA in writing, with a copy to the Human Resources Department, by September 30 of the current school year. Prior to October 30, the bargaining unit members and his/her supervisor shall meet to discuss the employee's rationale for a potential reclassification, the assignment of job duties in relation to the actual job description, and the additional duties that bargaining unit members have been requested/required to do.
- b. If the bargaining unit members and/or supervisor wishes to pursue the reclassification request, the bargaining unit members shall submit the reclassification packet to CSEA and a copy to the Human Resources Department no later than November 15.
- c. Nothing in this section shall preclude the employer's right to initiate reclassification. In such case, CSEA will be notified at the initiation of the District's intended reclassification.

## 3. The District and CSEA may mutually agree to proceed to the provisions of Article XIV, F.8. with a joint recommendation to the Superintendent on reclassification requests submitted.

## 4. Reclassification Process

- a. All requests which meet the criteria below shall be reviewed by a three-member panel which shall include one appointee from CSEA, one appointee from the District, and a neutral appointee mutually selected by the District and CSEA.
  - 1) The cost of the neutral appointee shall be shared equally by CSEA and the District.

- 2) The review panel shall meet in December, or as early thereafter as possible.
  - 3) The recommendation of the panel shall be advisory and forwarded the Superintendent who will make a recommendation to the Board of Education for final action.
  - 4) A copy of the panel's recommendation will be submitted to the employee.
- b. The employee requesting the reclassification shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel. The evaluating supervisor may be asked by the panel to comment in writing or verbally regarding his/her analysis of the assigned job duties and the employee's request.

#### 5. Reclassification Criteria

a. Reasons for reclassification:

- 1) Significantly new job duties are permanently added to the job or job description by the supervisor.
- 2) Significantly new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor.

b. Reasons that are not a basis for reclassification:

- 1) Workload increases will not be considered a basis for reclassification. (Workload means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification).
- 2) Seniority, or length of service, in the position shall not be a basis for reclassification.
- 3) Assuming duties on one's own behalf shall not be considered a basis for reclassification.

c. Other considerations:

- 1) The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.
- 2) The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge and/or approval. Duties must be known or assigned by the supervisor for reclassification to be warranted.

6. Authority of the Review Panel

- a. The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed. The panel may determine time limits for any verbal presentations. The panel may recommend to the Superintendent the following when considering requests for reclassification:

- 1) Range placement
- 2) Changes in the job description
- 3) Changes in the job title
- 4) Creation of a new classification or range

7. Representatives appointed by the Association and the District shall meet to review the panel's recommendation.

8. Final Decision and Implementation

- a. The Superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent shall review the panel's recommendation and determine whether it should be approved. **The Superintendent's decision shall be final. ~~make a recommendation to the Board of Education and notify the employee within five (5) days of the decision made by the Board. Reclassification decisions cannot be appealed.~~**
- b. **Reclassifications approved by the Superintendent that result in changes in job descriptions and/or salary ranges shall be negotiated between the District and the Association before they are forwarded to the Board of Education for approval.**
- c. All approved reclassifications shall take effect retroactive to September 30 of that school year.



## 9. General Provisions

- a. Placement in Class: Every position shall be placed in a class.
- b. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.
- c. Reclassification Salary: Upon reclassification upward of a position class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s), and placed on the lowest step which will provide ~~result in at least~~ a five percent (5%) salary increase, **unless such a step does not exist**. Reclassification shall not change an employee's anniversary date.
- d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out-of-class duties. The employee will be paid appropriate out of class differential retroactively from September 30 of the current school year to the date of notification.

### G. Payroll Period

Regular employees (monthly and hourly) shall be paid on the last working day of the month. Salary for hours in addition to the basic assignment shall normally be paid on the 10th of each month. If the normal payday falls on a holiday, the paychecks will be issued on the preceding workday.

### H. Pay Plan

1. Less than 12 month employee pay plan: The monthly salary rate for less than 12 month employees will be based on the actual workdays, plus holidays, plus base vacation days times the number of hours worked per day; the total annual hours are then multiplied by the hourly rate on the salary schedule and then divided by the number of work months to determine the monthly rate. Excess vacation entitlement is accrued in the employee leave records.

2. 12 month pay plan: The monthly rates for 12 month positions are calculated by multiplying the employee's hourly rate from the salary schedule by 173.333. The annual rate is determined by multiplying the employee's hourly rate by 2080 (173.333 x 12 months).
3. In the event an employee experiences a change in salary entitlement and has received compensation that exceeds entitlement, he/she will be required to reimburse the District for the overpayment.

I. Initial Salary Placement

New employees shall normally be placed on Step 1 of the salary schedule. A placement above Step 1 may be recommended by the Classified Personnel Administrator at his/her discretion on the basis of comparable experience with another school district or comparable professional experience on a year-for-year basis.

J. Step Advancement

**Eligible employees shall advance one step on the salary schedule within the appropriate range upon the completion of each twelve (12) month period of employment with the District based upon their anniversary date. Such annual advancement will continue until the maximum step within the range is reached.**

K. Salary Placement Upon Promotion

An employee promoted to a higher classification shall be placed on the step of the new range which will give a minimum of a five percent (5%) salary increase unless such a step does not exist. **The employee shall thereafter advance on the salary schedule within the appropriate range as provided in Section K. The promotion of an employee does not change his/her anniversary date.**

L. Lost Paychecks

An employee whose paycheck is lost after receipt or is not delivered within five (5) days after date of mailing shall make a written application to the Payroll Department for replacement of the check. Following such application, the District shall issue a new paycheck not later than twenty (20) working days after the date of application.

M. Payroll Errors

1. Whenever it is determined that an error has been made in the payment of an employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment.
2. Any salary overpayment(s) shall be corrected by Payroll deduction pursuant to a repayment schedule which shall not exceed six (6) months and shall, if possible, recover the overpayment(s) within the school year in which the overpayment(s) occurred.

N. Experience Credit

District employees may receive experience credit toward a promotional position under the following circumstances:

1. The employee has worked for the District for three (3) years or less.
2. Experience must be professional, paid experience of the type that the employee would have received salary schedule credit, if the employee had originally been hired into the District in the promotional position. Placement may not be above Step 3 on the new range.
3. Salary schedule placement for initial employment and promotional employment shall be determined by the **Classified Personnel Administrator**.

O. Reimbursement

The District shall pay the cost of any medical examination/certificate required by the District as a condition of continued employment.

District Proposal to CSEA  
Articles XVIII (Completion/Savings) and XIX (Term)  
January 31, 2020

*Jami Castelluccio 7/31/20*  
*Kevin Rzesutski 1/31/2020*  
*K. Rollins 2/16/2020*

3/3/20  
Page 152 of 206  
Item 10.5

The District proposes that Articles ~~XVIII~~ <sup>XIX</sup> and ~~XIX~~ <sup>XX</sup> be included in the Unit III CBAs as follows:

ARTICLE XVIII ~~XVIII~~ <sup>XIX</sup>  
COMPLETION OF AGREEMENT - SAVINGS CLAUSE

- A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. This Agreement is subject to reopening in accordance with paragraphs C., D., and E. below.
- B. The provisions of this Agreement shall prevail over contradictory written policies and administrative regulations and state laws to the extent permitted by law.
- C. Upon ratification, all articles in this Agreement shall be closed for the 2019-2020 school year. For 2020-2021 and 2021-2022, each party may reopen on Salary, Benefits, and up to two (2) other articles of its choice.
- ~~D. If the Board of Education determines by formal action to establish year-round schools, either party may notify the other in writing of its intent to meet and negotiate on these provisions of this Agreement that shall be modified or amended as a result of implementing year-round schools.~~  
The parties agree to re-open Article XIV, Section E (Professional Growth) as needed to address and resolve issues raised by CalPERS during the term of this Agreement.
- E. If any provision of the Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final, unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

ARTICLE XIX ~~XIX~~ <sup>XX</sup>  
TERM

The term of this Agreement shall be from July 1, ~~2013~~ 2019, through June 30, 2016. 2022.

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**District Counterproposal #2 to CSEA  
Article XVIII – Unit Noon-Duty Supervisor Provisions  
January 31, 2020**

The District proposes that Article XVIII will be included in the Unit III CBA as follows:

The California Legislature enacted a new law which took effect on January 1, 2003, modifying Section 45103 of the Education Code such that Noon Duty Supervisors who also work in regular classified positions in the District shall be considered a part of the classified service (hereafter referred to as “Unit Noon Duty Supervisors”). **State law was further amended under AB 670 on January 1, 2018 which entitled all noon duty supervisors to all of the benefits and protections afforded to classified employees under the Education Code.** These employees are entitled to statutory benefits such as **a probationary period, the attainment of permanency, the right to accrue sick leave, vacation, and holidays, and other leaves guaranteed by the Education Code, the right to due process if disciplined for cause in permanent status, and the right to notice and reemployment when subject to lay off or reduction.** The intent of this Article is to implement the statutory obligations under the law.

All other Articles of this Agreement which indicate applicability to bargaining unit members will apply to Unit Noon Duty Supervisors only as specified in this Article.

The following Articles apply to Unit Noon Duty Supervisors as written:

Article I	Recognition
Article II	District Rights
Article III	<b>Non-Discrimination</b>
Article IV	Organizational Security
Article V	Hours
Article VI	Overtime
<del>Article X</del>	<del>Vacations</del>
<b>Article XI</b>	<b>Evaluation Procedures</b>
Article XIII	Safety
Article XV	Grievance Procedure
Article XVI	Disciplinary Action
<b>Article XVII</b>	<b>Communication and Training</b>
Article XIX	Completion of Agreement - Savings Clause
Article XX	Term

All other Articles below apply only as specified:

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## **Article VII, Leaves**

For the purpose of all sections of this Article, a Unit Noon Duty Supervisor equivalent day is defined as the average daily hours as calculated retroactively twice per year using the payroll attendance sheets for the preceding July 1 through December 31, and January 1 through June 30. Accruals shall be calculated and granted on this schedule. Pay for leaves to which the employee is entitled and has taken shall be paid twice per year on the regular payroll in January and July.

**The following sections of this article apply as written:**

- A. Leaves of Absence for Illness or Injury
- B. Entitlement to Other Illness or Injury Leave
- D. Industrial Accident and Illness Leave
- E. Additional Leave for Non-Industrial Accident or Illness
- F. Bereavement Leave
- G. Personal Necessity Leave
- H. Military Leave
- I. Other Leave
- J. Judicial Leave
- K. Association Leave
- M. Study or Retraining Leave
- N. Family Care Leave
- O. **Parental Leave with Pay (AB 2393)**
- P. Family School Partnership Leave
- Q. District Employment Leave
- R. Leaves – General
- S. Return from Leave
- T. Absence Without Leave

Section C., Catastrophic Leave and L., Personal Business Leave, shall not apply to Unit Noon Duty Supervisors.

## **Article VIII, Transfers, Promotions, Demotions and Reinstatements**

Transfer and promotion procedures are limited to:

Positions shall be posted specifically for each school location. The selection process shall be limited to the posting and an informal interview by the Principal. With the approval of both the sending and receiving principal, and if such vacancy exists, the employee may transfer to another Unit Noon Duty Supervisor position within the District, and retain all seniority rights.

The District retains the right to set the hours available for noon duty supervision. The Principal will inform the Unit Noon Duty Supervisor of the hours available. The employee may accept or reject the assignment. As a condition of employment, the scheduled hours of work are assigned by the Principal, subject to the availability of the employee. The employee is not obligated to work a specific, designated FTE, nor is the District obligated to offer a specific number of hours.

### **Article IX, Holidays**

Sections A. through F. apply as written.

Replace Section G. as follows:

Only when considering Unit Noon Duty Supervisors, all holiday pay shall be based on an equivalent day, which is defined as the average daily hours as calculated and paid retroactively twice per year using the payroll attendance sheets for the preceding July through December 31, and January 1 through June 30.

### **Article X, Vacations**

Sections A., C. through F., and H. **through J.** apply as written.

Replace Section B. as follows:

Unit Noon Duty Supervisors accrue vacation at the rate of one (1) equivalent day per month during the first five (5) years of regular employment. An equivalent day is defined as the average daily hours as calculated retroactively twice per year using the payroll attendance sheets for the preceding July 1 through December 31, and January 1 through June 30.

Replace Section G. as follows:

Vacation accrual will be paid twice per year on a regular payroll in January and July.

### **Article XII, Employee Benefits**

Employee Benefits eligibility is limited to:

**Beginning July 1, 2021, any hours worked as a Unit Noon Duty Supervisor will not shall apply towards health and welfare benefits eligibility, ~~or any other rights or benefits of regular employees in the classified service unless mandated by law or statute.~~**

## Article XIV, Salaries / Working Out-of-Class / Reclassification

Replace Section A., Salary Schedule as follows:

The salary for Unit Noon Duty Supervisors shall be limited to hourly pay based on the Miscellaneous Salary Schedule for Unit Noon Duty Supervisors.

Sections B. through F., pertaining to Split-Shift Differential, Working Out of Classification, Longevity, Professional Growth, and Classification/Reclassification shall not apply to Unit Noon Duty Supervisors.

Replace Section G., Payroll Period, as follows:

Regular employees (monthly and hourly) shall be paid on the last working day of the month. For the purposes of leave accrual, holiday and vacation pay, a Unit Noon Duty equivalent day is defined as the average daily hours as calculated retroactively twice per year using the payroll attendance sheets for the preceding July 1 through December 31, and January 1 through June 30. Accruals shall be calculated and granted on this schedule. Pay for holidays, vacation accrual, and leaves to which the employee is entitled and has taken shall be paid twice per year on the regular payroll in January and July.

Section K., Promotion, shall not apply to Unit Noon Duty Supervisors.

## Article XVII, Layoff

- A. ~~These layoff provisions are applicable only if the District determines that there is a District-wide lack of funds for Noon Duty Supervisor positions.~~ When the District determines that layoffs of Unit Noon Duty Supervisors shall occur **due to lack of work or lack of funds**, the procedure shall be in accordance with Education Code requirements. Seniority shall be based upon date of hire within the Unit Noon Duty Supervisor classification, in no instance earlier than January 1, 2003.

Sections B. through D. apply as written.

Section E., Effects of Layoff, is limited to:

The Unit Noon Duty Supervisor positions are hourly positions without standard designated FTE entitlements. Offers of reemployment shall be in inverse order of layoff. This right extends only to the opportunity for reemployment, not to any guarantee of a specific FTE.



**District Counterproposal #2 to CSEA  
New Article -- Communication and Training  
January 31, 2020**

The District proposes the following new article be added into the Unit II and Unit III CBAs:

**COMMUNICATION AND TRAINING**

- A. The parties mutually acknowledge and understand the importance of effective communication between classified employees and the District and the critical role that it plays in keeping unit members aware of and informed about matters that are pertinent to their employment. Additionally, the parties acknowledge that the ongoing training of unit members is essential in promoting and improving their work-related knowledge, skills, and efficiency and ensuring that such is up-to-date and sufficient to address the needs of the District and the students it serves.
- B. The District shall demonstrate good faith efforts to provide ongoing communication and training to all bargaining unit members represented by the Association. The District shall, as necessary, offer to adjust the work hours of and/or offer additional compensation to unit members to participate in or attend trainings on mandated topics and topics of critical need to the District, its students, and its employees.
- C. The District shall provide bargaining unit members with access to technology, including devices, email, and programs, to perform job duties and responsibilities.
- D. The District shall allocate time for unit members to complete required online trainings during the course of their normal work hours whenever possible and practical to do so. Unit members who are required to complete online trainings outside their normal work hours shall be compensated for such time.
- E. Training will be provided to unit members who are assigned to a new position. Compensation for such training will be at a regular positional rate. Employees shall be given the opportunity to receive up to five (5) days of training with approval of Human Resources.
- F. A joint committee will be established to develop and plan professional development activities for unit members on staff development days which promote the development of employee knowledge, skills and expertise, expansion of their professional capacity, and exploration of professional topics of interest, in support of the District's goals, priorities, and strategic

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plan. The committee, which shall be comprised of up to three (3) members designated by the Association and up to three (3) members designated by the District, shall meet at least once each academic year in preparation for the year's professional development days. With approval of the Human Resources Department, the joint committee members shall determine the information it needs and the actions necessary to fulfill its purpose as identified in this section.

MEMORANDUM OF UNDERSTANDING  
Between  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65  
And  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

3/3/20  
Page 159 of 206  
Item 10.5

Pilot Process for Addressing  
Long Term Absences without Substitutes & Unfilled Vacancies

This Memorandum of Understanding (MOU) is between the California School Employees Association, Chapter #65 (Units II and III) ("Association") and the San Ramon Valley Unified School District ("District"), hereinafter referred to as "the parties".

The parties acknowledge that a lack of adequate substitute personnel and/or interest in assessing whether services can be provided more efficiently and/or with reduced personnel may occasionally cause school sites and/or District departments to operate with fewer staff than that to which they have been assigned and grown accustomed. If not appropriately addressed, such situations can cause essential work to not get completed, may overburden impacted employees, and compromise workplace morale. It is a mutual desire of the parties to mitigate and avoid such circumstances whenever it is possible to do so.

In consideration of the above, the parties agree to implement the following pilot procedure in circumstances when an employee is/is expected to be absent from work without a substitute OR a position that has become vacant is/is expected to remain unfilled and without a substitute for five (5) or more work weeks (i.e., 25 or more scheduled work days):

- 1) The assigned administrator will call a meeting of impacted employees to discuss the situation.
- 2) The administrator and impacted employees will discuss strategies and potential options for addressing how the duties and workload normally assigned to the position will be fulfilled during the absence/vacancy. Potential options may include, but are not necessarily limited to, identifying tasks that can be delayed, identifying low- and high priority tasks, temporarily reassigning/redistributing of work, and working additional hours or overtime beyond one's regular schedule.
- 3) Based upon the meeting above, the administrator will finalize a temporary work plan and communicate it to all impacted employees.

Should either party request a meeting to discuss concerns and/or progress in implementing the above procedures during the course of this pilot, the parties agree to convene a meeting as soon as possible.

This MOU will go into effect upon ratification by the parties and, unless modified and/or extended by mutual agreement beforehand, will sunset on June 30, 2022.

The signatures below acknowledge full understanding of and agreement with the provisions contained herein.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Jami Castelluccio

Tami Castelluccio  
CSEA Chapter #65 President

1/31/2020

Date

Robyn Ambler

Robyn Ambler

1.31.2020

Date

Joanna Canaparo

Joanna Canaparo

1/31/2020

Date

Mona Manghirmalani

Mona Manghirmalani

1/31/2020

Date

Cindy McCann

Cindy McCann

1/31/2020

Date

Jose Pinon

Jose Pinon

1-31-20

Date

Gaylene Vecchio

Gaylene Vecchio

1/31/2020

Date

Kathy Rollins

Kathy Rollins, CSEA LRR

1/31/20

Date

Keith Roginski

Keith Roginski  
Assistant Superintendent, HR

1-31-2020

Date

Nancy Gamache

Nancy Gamache

1/31/2020

Date

Linda Rowley Thom

Linda Rowley Thom

1/31/2020

Date

Miguel Villarreal

Miguel Villarreal

1-31-2020

Date

Melanie Jones 1/31/2020

MEMORANDUM OF UNDERSTANDING  
Between  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65,  
UNITS II AND III  
And  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

The California School Employees Association, Chapter #65, Units II and III ("CSEA") and the San Ramon Valley Unified School District ("District"), collectively referred to as "the parties", hereby agree to the temporary provisions **printed in bold italics below** for the use of Personnel Necessity Leave by unit members as included in Article VII.G of the Unit II and Unit III collective bargaining agreements.

G. Personal Necessity Leave

Up to seven (7) days of absence chargeable to accumulated sick leave may be used by a probationary or permanent employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the person's person or property, or person or property of a member of his/her immediate family (as defined in F. above).
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Paternity Leave at the time of birth or immediately thereafter.
5. The adoption of a child at or immediately after the time of placement.
6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
7. Observance of certain religious holidays which require total abstinence from work.
8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.
9. ***Other compelling personal necessity not identified above.***

***For reason 9., during the identified school years, unit members may use the following days for compelling personal necessity for which no reason must be given and no prior approval is required.***

***2019-20 Two (2) days  
2020-21 Three (3) days  
2021-22 Four (4) days***

***These days are not intended to be used for personal convenience, vacation, the extension of a holiday or recess period, or for matters that can be addressed outside regular work hours. Unit members may not take more than two (2) other compelling personal necessity days consecutively at any time, nor may such leave be used on a required staff development day.***

The above temporary provisions printed in bold italics are considered non-precedent-setting and will be subject to the grievance procedure in the collective bargaining agreement. Unless otherwise extended or modified beforehand, this Memorandum of Understanding shall sunset on June 30, 2022 and shall automatically revert to existing language in Article VII.G of the collective bargaining agreements between the parties.

The signatures below acknowledge full understanding of and agreement with the provisions included above.

FOR THE ASSOCIATION:



Tami Castelluccio  
CSEA Chapter #65 President

1/22/2020

Date



Robyn Ambler

2.22.2020

Date

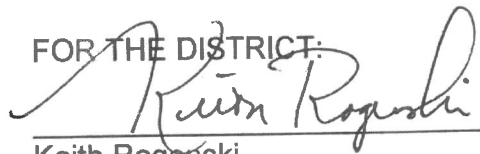


Joanna Canaparo

1/31/2020

Date

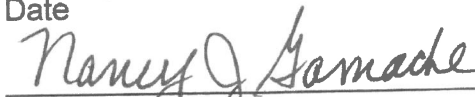
FOR THE DISTRICT:



Keith Rogenski  
Assistant Superintendent, HR

1/22/2020

Date



Nancy Garnache

1/22/2020

Date



Linda Rowley Thom

1/22/2020

Date

Mona Manghirmalani  
Mona Manghirmalani

1/22/2020  
Date

Miguel Villarreal  
Miguel Villarreal

1-22-2020  
Date

Cindy McCann  
Cindy McCann

1/22/2020  
Date

Jose Pinon  
Jose Pinon

1/22/2020  
Date

Gaylene Vecchio  
Gaylene Vecchio

1/22/2020  
Date

Kathy Rollins  
Kathy Rollins  
CSEA Labor Relations Representative

1/22/2020  
Date

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** March 3, 2020

**TOPIC: CONSIDERATION OF BOARD VOTE FOR THE 2020 CALIFORNIA  
SCHOOL BOARDS ASSOCIATION DELEGATE ASSEMBLY  
ELECTION**

---

**DISCUSSION:** Each year delegates are elected to serve as representatives to the CSBA Delegate Assembly from our region. Our Board of Education, as a whole, may vote for up to the number of vacancies indicated on the ballot. This year our region has three vacancies. Ballots must be postmarked by Monday, March 16, 2020 and election results will be available no later than Wednesday, April 1, 2020.

**RECOMMENDATION:** The Board shall decide on their recommendation as our regional delegate(s).

**BUDGET IMPLICATIONS:** None



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Rick Schmitt  
Superintendent

10.6  
Item Number



**REQUIRES BOARD ACTION**

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only **ONE** Ballot per Board. Be sure to mark your vote “**X**” in the box.

*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT  
SUBREGION 7-A  
(Contra Costa County)

3/3/20  
Page 165 of 206  
Item 10.6

(Vote for no more than 3 candidates)

---

*Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022*

*\*denotes incumbent*

Marina Ramos (John Swett USD)\*

Shane Reinhart (John Swett USD)

Pauline Rivera Allred (Liberty Union HSD)

Mary Rocha (Antioch USD)

---

*Provision for Write-in Candidate Name*

---

*School District*

---

*Signature of Superintendent or Board Clerk*

---

*Title*

---

*School District*

---

*Date of Board Action*

*See reverse side for a current list of all Delegates in your Region.*

---

**REGION 7 – 20 Delegates (15 elected/5 appointed)◆**

**Director: Yolanda Peña Mendrek (Liberty Union HSD)**

**Below is a list of all the current Delegates.**

---

**Subregion 7-A (Contra Costa)**

Elizabeth (Liz) Bettis (Walnut Creek ESD), term expires 2021  
Laura Canciamilla (Pittsburg USD), term expires 2020  
Valerie Cuevas (West Contra Costa USD)◆, appointed term expires 2020  
Linda K. Mayo (Mt. Diablo USD)◆, appointed term expires 2021  
Meredith Meade (Lafayette SD), term expires 2021  
Marina Ramos (John Swett USD), term expires 2021  
Richard Severy (Moraga ESD), term expires 2021  
Raymond Valverde (Liberty Union HSD), term expires 2020

**Subregion 7-B (Alameda)**

Valerie Arkin (Pleasanton USD), term expires 2020  
Ann Crosbie (Fremont USD)◆, appointed term expires 2021  
Jody London (Oakland USD)◆, appointed term expires 2021  
Amy Miller (Dublin USD), term expires 2020  
Diana J. Prola (San Leandro USD), term expires 2021  
Annette Walker (Hayward USD), term expires 2020  
Jeff Wang (New Haven USD), term expires 2021  
Anne White (Livermore Valley Joint USD), term expires 2020  
Gary Yee (Oakland USD)◆, appointed term expires 2020  
Jamie Yee (Pleasanton USD), term expires 2021  
Vacant, term expires 2021

**County Delegate:**

Amber Childress (Alameda COE), term expires 2021

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**Counties**

Contra Costa (Subregion A)  
Alameda (Subregion B)

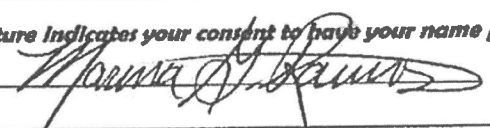


## Delegate Assembly Biographical Sketch Form for 2020 election

**DUE: Tuesday, January 7, 2020 – no late submissions accepted**

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature:  Date: 11/13/2019

Name: MARINA RAMOS CSBA Region & subregion #: 7 A  
District or COE: CHARLES MILLER Years on board: 3  
Profession: PROFESSIONAL SPANISH Contact Number (please check  Cell  Home  Bus.): (510)672-9462  
\*Primary E-mail: mramos@jsusd.org  
(\*Communications from CSBA will be sent to primary email)  
Are you an incumbent Delegate?  Yes  No | If yes, year you became Delegate: 2017

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I am region ~~7~~ 7 A delegate and a CSBA-MIG graduate. I have acquired the experience and knowledge for this position. Primarily supporting the CSBA mission and vision, taking an active role at the Legislative Day of Action. Furthermore, making calls to our governor's office when requested. I have called assembly and congress representatives as well. Present board member at large of California Latino School Board Association and President of the Contra Costa County School Board Association.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I am currently the CSBA Delegate for Region 7A, a member of JSUSD DELAC, JSUSD Parent Advisory Panel, President of the Contra Costa County School Board Association. Founder and consultant for the Rodeo Youth Mentoring Program. Member at large for the California Latino School Board Association.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

Funding,  
Advocate and policy making to pressure government to deliver better financial resources for Education.



## Delegate Assembly Biographical Sketch Form for 2020 election

**DUE: Tuesday, January 7, 2020 – no late submissions accepted**

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: Shane Reinhart Date: 11/06/19

Name: <u>Shane Reinhart</u>	CSBA Region & subregion #: <u>7A</u>
District or COE: <u>John Swett Unified School District</u>	Years on board: <u>3</u>
Profession: <u>Retired, Education</u>	Contact Number (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>510-329-7896</u>
*Primary E-mail: <u>sreinhart@jsusd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   If yes, year you became Delegate: _____	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I am interested in becoming a delegate to further my work in governance. As a person with a career in California public education as a teacher, administrator, and consultant, I have come to appreciate the concerns of schools and districts. It was a privilege to have experience with ELL and newcomers beginning in 1979 with Vietnamese, Cambodian, and Hmong families. It was an especially powerful experience to serve as a supervisor of 13 interns in 6 Bay Area districts who were working toward their Mild/Moderate Education Specialist credentials through Project Pipeline (now Fortune School of Education). I believe that beyond my experience and understanding of education, I am a strong advocate for children and public education. I also have a strong desire to advocate for the interests of our district, and to be involved with collaborative work with other delegates in providing policy direction for CSBA.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I completed the MIG courses with the Santa Clara cohort in Spring, 2019, and as a result, I was able to successfully encourage our district to bring CSBA Consultant Luan Rivera to our district to lead the board in team-building and completion of our Board Handbook. I also was able to share what I learned in these sessions with our superintendent, resulting in an improved Superintendent evaluation document. I currently serve on our district's Career Academy, which includes Career Technology Education, involving a county collaboration with the Earn and Learn Program, and a strong business partnership with Phillips 66. I also currently serve on our District English Learner Advisory Committee, which recently revised the reclassification documents, made suggestions for improved communication, and most importantly, is building a strong partnership between families and our district. I also serve on our district's Labor Management Initiative team, working toward a culture of collaboration between our unions and administration. In our community, I worked for one year as a support counselor to mothers and children in a Safe House.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

Most governing boards in California work without full funding for their needs. CSBA has made this a priority and worked hard to encourage, support, and introduce legislation to address this. Also, most districts, including ours, struggles to find and hire teachers of color to better represent the ethnic populations of our students. And, many districts are working toward being trauma informed so that we can better serve our more vulnerable families. I think CSBA has taken a strong stand in both of those issues, and I feel confident that those are areas that CSBA will continue to provide leadership with for our school boards.

Submit biographical sketch form only once, do not send multiple times. E-mail: [nominations@csba.org](mailto:nominations@csba.org), or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.



## Delegate Assembly Biographical Sketch Form for 2020 election

***DUE: Tuesday, January 7, 2020 – no late submissions accepted***

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

Signature: \_\_\_\_\_

Date: November 21, 2019

Name: Pauline Rivera Allred CSBA Region & subregion #: 7A  
District or COE: Liberty Union High School District Years on board: 5  
Profession: Paraprofessional Contact Number (please v  Cell  Home  Bus.): 925-516-9440  
\*Primary E-mail: paweer2000@yahoo.com  
(\*Communications from CSBA will be sent to primary email)  
Are you an incumbent Delegate?  Yes  No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I was an active parent in the elementary schools, serving on the school site council and in 2011 hired as a special needs paraprofessional. My interest was sparked to become more involved and run for a school board member seat. Since my election in 2014 to the Board, two of my fellow board members have shared experiences as CSBA delegates and again I am interested in becoming more involved. I look forward to being considered for a delegate assembly candidate seat.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I have served as both President (2017) and Clerk (2016). I worked along with my Board to pass a school bond measure in 2016. I am visible and regularly attend district events. I serve on the Educational Foundation and Graduates of Distinction committees. I service my community as a Merit Badge Counselor for the Boys Scouts (BSA), a member of the County Blue Star Moms Asso. and Downs Syndrome Connection Asso. I attend CSBA Conference annually as well as local CSBA offerings i.e. Full and Fair Funding and attended the Board President and Brown Act Workshops.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

The biggest challenge I see facing governing boards is the lack of team collaboration. Our purpose should be to work together to ensure student success by increased school funding. CSBA can support this effort by taking this challenge to Sacramento.



## Delegate Assembly Biographical Sketch Form for 2020 election

**DUE: Tuesday, January 7, 2020 – no late submissions accepted**

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: Mary Helen Rocha Date: 12/30/2019

Name: <u>Mary Helen Rocha</u>	CSBA Region & subregion #: <u>7</u>
District or COE: <u>Antioch Unified School District</u>	Years on board: <u>17</u> (including 4 previous terms)
Profession: <u>Retired</u>	Contact Number (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>925) 207-7220</u>
*Primary E-mail: <u>maryrocha4antioch@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   If yes, year you became Delegate: _____	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I believe collectively we can do more than as an individual.

My skills are the 30 years of service through elective offices School Board Member, City Council Member and Mayor. My added knowledge and skills was the employment with non-profits working in the community helping families in need. In my past work with CSBA I was a delegate for region 7 and Director at Large for the Mexican American position now renamed Hispanic Director.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I was recently elected in 2018 and attended the CSBA New Members workshop in Sacramento. I attended CSBA conference in San Diego in December, am now registered to attend the Masters in Governance Course I & II in February in Oakland. At the Board level I was recently elected Vice Chair and represent the Board to the LCAP Master Plan revision to be adopted in June. In my community I am a member or Antioch Woman's Club, Vice President of GFWC Mt Diablo District Woman's Club, Head Start Board Member and Brighter Beginnings Community Clinic Board Member

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

Finance is one of our biggest challenge that we can work together to help support the elector process for funding. The second most challenging is Special Education funding which cuts into our regular budgets. Federal government has not seen the need to increase funding to help support the increase of special education students  
Continuing Learning about Local Control Accountability Plan (LCAP) and how to review its affects on programs to find the best for students

**Submit biographical sketch form only once, do not send multiple times. E-mail: [nominations@csba.org](mailto:nominations@csba.org), or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.**

Mary Rocha has been a force for good in the Antioch community for more than 40 years. She started her work with the PTA and quickly moved her way to the Antioch Unified School District, where she made strides for many during her time as a trustee. Later, Mary took her can-do attitude to the Antioch City Council and eventually became the first Latina to be elected Mayor. Additionally, a child center was named for her, she was AUSD Personnel Commissioner, an admired child advocate and named Contra Costa County Commission Woman of the Year. Today, Mary has come full circle and is back on the AUSD school board helping students and their families reach their potential.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526

**DATE: March 3, 2020**

**TOPIC: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 60/19-20  
APPROVAL OF PROVISIONAL INTERNSHIP PERMIT (PIP)  
REQUEST(S)**

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**DISCUSSION:**

The California Commission on Teacher Credentialing is no longer issuing Emergency Permits. However, the Commission replaced the Emergency Permit with the Provisional Internship Permit (PIP) which provides applicants additional time to meet the subject matter competence requirement(s) needed to enter an internship program. A District may request a PIP only after a diligent search has been conducted and a fully credentialed teacher could not be found.

All requests for a PIP must be presented to the Governing Board of a public school district for approval as an action item on the agenda. Every PIP request that is submitted to the Commission on Teacher Credentialing must also include verification that a notice of intent to employ the named applicant in the identified position has been made public.

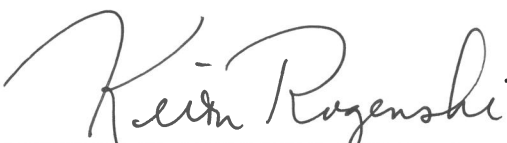
**RECOMMENDATION:**


Approve Provisional Internship Permit request(s) as presented

**BUDGET IMPLICATIONS:**

None

  
\_\_\_\_\_  
Aileen Parsons  
Director, Certificated Personnel

  
\_\_\_\_\_  
Keith Rogenski  
Asst. Superintendent, Human Resources

  
\_\_\_\_\_  
Rick Schmitt  
Superintendent

10.7



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION OF THE BOARD OF TRUSTEES  
APPROVAL OF PROVISIONAL INTERNSHIP PERMIT (PIP) REQUEST (S)  
RESOLUTION NO. 60/19-20

WHEREAS, the California Commission on Teacher Credentialing authorizes the issuance of a Provisional Internship Permit (PIP) to an employee who meets the minimum requirements and who requires additional time to meet the subject matter competence needed to enter an internship program.

THEREFORE BE IT RESOLVED that the following teacher has met the above criteria and is authorized to apply for a PIP to complete his assignment for the 2019-20 school year in the San Ramon Valley Unified School District:

<u>Name</u>	<u>Site</u>	<u>Subject</u>
Sarah Kendroud	Gale Ranch Middle School	Science
Luke Martin	California High School	Mathematics
Alaina Labagnara-Schmizzi	Country Club Elementary	SDC Mild

AYES:

NOES:

ABSENT:

ABSTAINED:

---

Rick Schmitt  
Secretary to the Board of Education  
San Ramon Valley Unified School District

Board Meeting Date: March 3, 2020

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526

**DATE:** March 3, 2020

**TOPIC:** CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL  
CHANGES

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**DISCUSSION:**

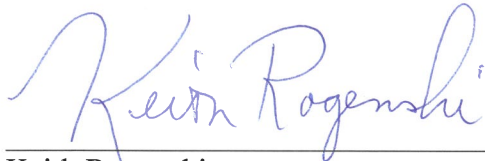
The attached personnel changes require Board approval.

**RECOMMENDATION:**

The Administration recommends approval of the Certificated Personnel Changes.

**BUDGET IMPLICATIONS:**

All recommendations for changes are presently within approved budget categories or have received specific Board approval.



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Keith Rogenski  
Assistant Superintendent  
Human Resources



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Aileen Parsons  
Director  
Human Resources



---

Rick Schmitt  
Superintendent

Item Number

11.1

CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL CHANGES - March 3, 2020

**Resignations/Retirements/Deceased**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>	<u>Reason</u>
Jessica	Amon	Teacher, Elementary	1.000	TH	06/01/20	Resignation
Lyndsay	Ballowe	Teacher, Special Ed	1.000	GL	06/01/20	Resignation
Stephen	Blatteis	Teacher, Elementary	0.400	MT	02/28/20	Resignation
Timothy	Conrad	Teacher, High	1.000	DH	06/01/20	Resignation
Jerre	Delaney	Teacher, Resource	1.000	CH	06/01/20	Resignation
Kathleen	Derenzi	Teacher, Elementary	1.000	JB	06/01/20	Resignation
Alyce	Englehardt	Teacher, Special Ed	1.000	HH	06/30/20	Retirement
Donald	Fraser	Teacher, Resource	1.000	LO/BC	06/01/20	Resignation
Joan	Norris	Teacher, Special Ed	1.000	LO	07/06/20	Retirement
Brittany	Powles	Teacher, Special Ed	1.000	GL	06/01/20	Resignation
Sarah	Murphy	Teacher, Elementary	1.000	SY	06/01/20	Resignation
Molly	West	Teacher, Elementary	1.000	TC	06/01/20	Resignation

**Temporary Release**

<u>EID #</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>
16625	1.000	CH	02/11/20

**2019-20 Leaves of Absence-Partial Year**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>
Paige	Crawford	Teacher, High	0.800	MV	02/03/20-05/29/20
Siena	Ellis*	Teacher, Middle	1.000	GR	11/18/19-01/20/20
Melinda	Gallegos	Teacher, Elementary	1.000	HH	01/29/20-06/01/20
Colleen	McQuay	Teacher, High	1.000	CH	02/03/20-05/29/20
Evan	Powell	Principal, High	1.000	DH	01/06/20-02/07/20
Catherine	Rhoton	Teacher, Elementary	1.000	CR	02/19/20-05/10/20
Jessica	Rishwain-Sawyer	Teacher, Special Ed	1.000	PV	02/03/20-05/29/20
Liana	Wong	Counselor, High	1.000	DH	01/07/20-05/27/20

**2019-20 Request for Certification Waiver**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>
Travis	Raciti	Long Term Sub, Social Science	1.000	CH	02/10/20

**2019-20 Temporary Employment - Partial Year**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Dates</u>
Sarah	Campbell	Counselor, High	0.040	DH	01/07/20-05/27/20
Jessica	Coulson	Counselor, High	0.150	DH	01/07/20-05/27/20
Carrie	Fox	Counselor, High	0.040	DH	01/07/20-05/27/20
Haley	Hertz	Counselor, High	0.200	DH	01/07/20-05/27/20
Joseph	Livoti	Teacher, Elementary	0.200	MO	02/10/20-05/27/20
Joseph	Livoti	Teacher, Elementary	0.200	SY	02/10/20-05/27/20
Joseph	Livoti	Teacher, Elementary	0.178	WD	02/10/20-05/27/20
Rajni	Nijjer	Counselor, High	0.040	DH	01/07/20-05/27/20
Mia	Schmitt	School Psychologist	0.100	CK	01/20/20-06/30/20
Meagan	Sellers	Counselor, High	0.040	DH	01/07/20-05/27/20
Kathleen	Toohey	Teacher, Elementary	1.000	CC	09/11/19-02/18/20
Kathleen	Toohey	Teacher, Elementary	0.400	CC	02/19/20-03/15/20

**2019-20 Categorical/Externally Funded Employment**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>
Joseph	Livoti	Teacher, Elementary	0.100	MO	02/10/20-05/27/20
Joseph	Livoti	Teacher, Elementary	0.022	SY	02/10/20-05/27/20
Lisa	Sawires	Teacher, Elementary	0.037	WD	01/17/20-05/29/20

**CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL CHANGES - March 3, 2020**

**Substitute Employment**

<u>First</u>	<u>Last</u>	<u>Effective Date</u>
Evan	Andriella	01/31/20
Lee	Blankenburg	01/31/20
Kevin	Dragomir	02/18/20
Richard	Heyer	02/03/20
Lisa	Keremian	02/04/20
Tarri	King	02/24/20
Kelly	Lee	02/26/20
Rashmi	Luthra	02/07/20
Jennifer	McCay	02/26/20
John	Morgan	02/03/20
Nona	Nikkelsen	01/30/20
Travis	Raciti	02/10/20
Adam	Ricks	02/04/20
Collette	Ricks	02/05/20
Rebecca	Rodriguez	02/25/20
Kourtney	Rogers	02/20/20
Tamara	Sanderson Low	02/04/20
Kurtis	Smith	02/19/20

**Coach Employment**

<u>First</u>	<u>Last</u>	<u>Sport</u>	<u>Location</u>
Michael	Barry	Assistant JV Baseball	DH
Evan	Birdsall	Assistant Men's Lacrosse	CH
Dale	Brewer	Assistant Track & Field	DH
Heather	Cotton	Assistant JV Softball	DH
Joseph	Fogelman	Assistant Men's Lacrosse	CH
Riad	Hossain	Assistant Badminton	DH
Genevieve	Giansante	Head Women's Lacrosse	DH
Catherine	Hatala	Assistant Women's JV Lacrosse	SR
Michael	King	Assistant Swim	DH
Jonathan	Jaffe	Assistant Men's JV Tennis	SR
Danielle	Land	Women's Freshman Basketball	SR
George	Lillig	Assistant Track & Field	CH
Dayin	Lin	Assistant Badminton	DH
Michael	Lopus	Head Men's JV Golf	MV
Jessica	Mucci	Head Women's Varsity Lacrosse	MV
Michael	O'Brien	Assistant Varsity Softball	SR
Devin	Pontious	Head Women's JV Lacrosse	SR
Ariana	Saghafi	Assistant Swim	MV
Haley	Segelke	Assistant Women's Lacrosse	CH
Thomas	Seibel	Assistant Swim	CH
Peter	Shin	Assistant Tennis	DH
Philip	Tsang	Assistant Track & Field	DH
Curtis	Williams	Assistant JV Softball	SR

**Non Reelects**

<u>Employee</u>	<u>Effective Date</u>
9992	06/01/20
16551	06/01/20
15182	06/01/20
15998	06/01/20
16571	06/01/20
16584	06/01/20
16586	06/01/20

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526

**DATE:** March 3, 2020

**TOPIC:** CONSIDERATION OF APPROVAL OF CLASSIFIED PERSONNEL  
CHANGES

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**DISCUSSION:**

The attached personnel changes require Board approval.

**RECOMMENDATION:**

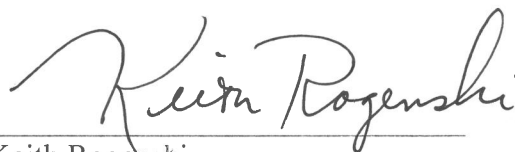
The Administration recommends approval of the Classified Personnel Changes.

**BUDGET IMPLICATIONS:**

All recommendations for changes are presently within approved budget categories or have received specific Board approval.



Nancy J. Gamache  
Director, Human Resources



Keith Rogenski  
Assistant Superintendent, Human Resources



Rick Schmitt  
Superintendent

**11.2**

Item Number

CONSIDERATION OF APPROVAL OF CLASSIFIED PERSONNEL CHANGES - March 3, 2020

**Separation**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Action</u>	<u>Eff Date</u>
Uriel	Herrera	Autism Specialist Para	IH	Resign	02/29/20
Kamal	Kapoor	Bus Driver	TRAN	Resign	02/22/20
Richonda	Redd	Bus Driver	TRAN	Resign	02/21/20
Maria	Esteban	Child Nutrition Assistant	HH	Resign	03/07/20
Ann	Marks	Classroom Para	GL	Resign	04/04/20
Angela	Knight	Lead Behavior Specialist	LO	Retire	02/21/20
Shayne	Bretin	Noon Duty Unit	GB	Resign	02/15/20
Eugenia	Range	School Office Manager, Elementary	TH	Retire	06/05/20
Lee Shin	Looa	School Technology Instr. Asst.	BC	Resign	02/26/20

**Employment**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Sangeeta	Krishnamachari	Autism Specialist Para	TC	29.50	Cat.	02/06/20
Marian	Tripp	Autism Specialist Para	GL	29.50	Cat.	02/03/20
Wesley	Ma	Bus Driver	TRAN	25.00	Cat.	02/04/20
Janice	Hildreth	Health Clerk Para	AL	7.00	Dist.	02/07/20
Lan	Yu	High School Bookkeeping Technician	MV	30.00	Dist. & Ext.	02/18/20
Pamela	Wong	Instructional Assistant	HH	14.00	Ext.	01/21/20
Sergio	De Gregorio	Noon Duty Supervisor	GR	11.00	Ext.	01/30/20
Kevin	O'Brien	Noon Duty Supervisor	CH	5.00	Dist.	02/06/20
Amrita	Randhawa	Special Physical Health Care Asst	ES	21.50	Dist.	02/13/20

**Voluntary Transfer**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Santok	Johnson	Child Nutrition Assistant	LO	18.75	Dist.	
		to Child Nutrition Assistant	IH	22.50	Dist.	02/10/20
Ami	Parikh	Child Nutrition Assistant	IH	22.50	Dist.	
		to Health Clerk Para	HH	10.00	Hist.	02/10/20

**Voluntary Change in Classification**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Salome	Leung	Account Clerk II	BU	40.00	Dist.	
		to Account Clerk III	SE	40.00	Cat.	03/02/20
Therese	Woodruff	Bus Driver	TRAN	25.00	Cat.	
		to Department Secretary	SE	40.00	Cat.	02/24/20
		to Department Secretary	SE	40.00	Cat.	02/18/20
Huong	Reimer	Child Nutrition Assistant	CH-CP	35.00	Dist.	
		to Department Secretary I	FA	40.00	Dist.	02/24/20

**Voluntary Change in Classification (continued)**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Lulu	Surja	Child Nutrition Assistant	PV	18.75	Dist.	
		to Lead Child Nutrition Assistant	NA	18.75	Dist.	02/19/20
Karolina	Szadkowska	Lead Child Nutrition Assistant	LO	18.75	Dist.	
		to Child Nutrition Assistant	MV	27.50	Dist.	02/19/20
Kim	Cummings	Secretary I, Secondary	WR	40.00	Dist.	
		to School Office Manager, Elementary	GL	40.00	Dist.	02/27/20

**Increase in FTE**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Jennifer	Lopez	Autism Specialist Para	BC	15.00	Cat.	
		to Autism Specialist Para	BC	25.50	Cat.	02/03/20

**Decrease in FTE**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Kevin	O'Brien	Noon Duty Supervisor	CW	12.50	Dist.	
		to Noon Duty Supervisor	CW	7.50	Dist.	02/06/20

**District Initiated Transfer**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Adolf Uyen U	Ho-Sy	Custodian	SC	20.00	Dist.	
		and Custodian	EC	20.00	Dist.	
		to Custodian	WR	40.00	Dist.	02/10/20
Jane	Rad	Custodian	WR	40.00	Dist.	
		to Custodian	SC	20.00	Dist.	
		and Custodian	EC	20.00	Dist.	02/10/20

**Voluntary Unpaid Leave of Absence**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Eff Date</u>	<u>End Date</u>
Edwin	Marcano	Custodian	DH	02/01/20	03/01/20

**39 Month Re-Employment**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Fund</u>	<u>Eff Date</u>
Jennifer	White	Child Nutrition Assistant	CN	Dist.	02/17/20
Leonard	Ryans Jr.	Custodian	QR	Dist.	02/29/20

**Short Term Employment**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Katheryn	Readler	Instructional Assistant	SY	3.50	Dist.	01/13/20 - 05/29/20

**Classified Employment - Other**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Action</u>	<u>Eff Date</u>
Dane	Haket	Lifeguard	Hire	02/11/20
Kyle	Haydon	Lifeguard	Hire	02/04/20
Mitchell	Kral	Lifeguard	Hire	02/14/20
Chen Kai	Zhang	Lifeguard	Hire	02/04/20
Nikolas	Gabel	Student Worker	Hire	02/07/20
Virginia	Holmes	Substitute Child Nutrition Assistant	Resign	02/07/20
Cynthia	Franco	Substitute Class Para	Add	02/12/20
Richonda	Redd	Substitute Custodian	End	02/20/20



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

3/3/20  
Page 181 of 206  
Item 11.3

**DATE: March 3, 2020**

**TOPIC: RATIFICATION OF WARRANTS**

**DISCUSSION:** In accordance with Policy 3300, listed below is a summary of warrants issued for the following dates: February 1, 2020 through February 19, 2020. Detailed warrant registers are available in the District's Business Office for public inspection.

<b>Fund Number</b>	<b>Fund Name</b>	<b>Vendor Warrants</b>	<b>Salary Warrants</b>	<b>Total</b>
1	General Fund	3,014,208.28	196,658.51	<b>13,125,822.64</b>
5	Warrant Pass Through Fund	46.50		<b>46.50</b>
13	Child Nutrition Fund	235,597.49	2,523.16	<b>238,120.65</b>
21	Building Fund	799,392.21		<b>799,392.21</b>
25	Capital Facilities Fund	102,919.21		<b>102,919.21</b>
30	State School Building Fund			-
35	County School Facilities Fund			-
40	Special Reserve Capital Outlay	11,891.61	34,573.88	<b>46,465.49</b>
51	Bond Interest & Redemption			-
53	Tax Override Fund			-
67	Self-Insurance Fund	384,015.65		<b>384,015.65</b>
71	Retiree Benefit Fund			-
76	Warrant Pass Through Fund			-
77	Payroll A/P Clearing			-
<b>Total All Funds</b>		<b>4,548,070.95</b>	<b>\$233,755.55</b>	<b>\$4,781,826.50</b>

**RECOMMENDATION:** The Administration recommends ratification of the warrants issued on the above dates.

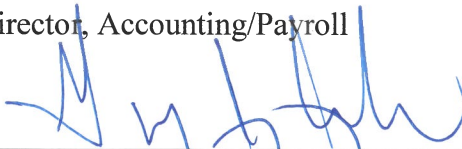
**BUDGET IMPLICATIONS:** As noted above.



Lori Benetti  
Director, Accounting/Payroll



Rick Schmitt  
Superintendent



Greg Medici  
Chief Business Office

<p><b>11.3</b> Item Number</p>
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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** March 3, 2020

**TOPIC:** CONSIDERATION OF APPROVAL OF CONTRACTS/PURCHASES  
OVER \$50,000

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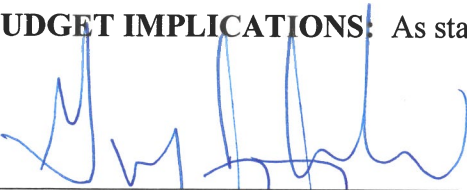
**DISCUSSION:** Contracts and purchases over \$50,000 are routinely brought to the Board for approval. Copies of the contracts are available to the Board and public upon request.


Vendor	Item	Amount	Funding
Tech to School	MacBook Air 13" w/ AppleCare	\$205,071	Technology
Benchmark Inspections	Inspector of Record Services – CWMS modernization project	\$68,640	Measure D
Frank Grossman Landscape	Landscaping update/base level at various schools	\$65,000	Grounds
Behavior Management Solutions	Behavior management services, various.	\$67,000	Sp. Ed.
CDW	Lenovo ThinkPad laptops	\$320,000	Technology

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**RECOMMENDATION:** Authorize the District to execute the above agreements and purchases.

**BUDGET IMPLICATIONS:** As stated above.

  
\_\_\_\_\_  
Greg Medici  
Chief Business Officer

  
\_\_\_\_\_  
Rick Schmitt  
Superintendent

**DATE:**       **March 3, 2020**

**TOPIC:**       **CONSIDERATION OF ADOPTION OF RESOLUTION No. 62/19-20,  
APPROVING ROUTINE BUDGET REVISIONS**

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**DISCUSSION:**

**Revenues**

Other Local Revenues –

Other Local Revenues are increased \$333,817 due to school local donations.

**Expenditures**

Salaries and Benefits –

Salaries and benefits are decreased \$300,624 overall, primarily due to intra-program transfers.

Supplies/Services –

Supplies and services are increased \$1,564,450 primarily because of Local Donations, intra-program transfers, LCAP Supplemental Services, Routine Restricted Maintenance, and Instructional Materials.

Capital Outlay –

Capital Outlay is increased \$460,000 because of the purchase of new busses.

Transfers In –

Transfers In are increased \$460,000 from Fund 40 Capital Investment Reserves for the purchase of new busses.

**11.5**

Item Number

**Other Funds**

**Building Fund 21 –**

Intra-program transfers decrease capital outlay and increase supplies and services. The projected ending fund balance remains unchanged at \$15,958,996.

**Special Reserve for Capital Outlay Fund 40 –**

Expenses are increased \$1,645,017. The projected ending fund balance is \$14,557,835.

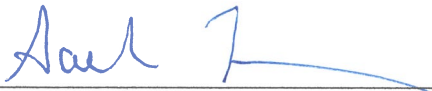
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**RECOMMENDATION:**

The Administration recommends adoption of Resolution No. 62/19-20, approving the budget adjustments as presented.

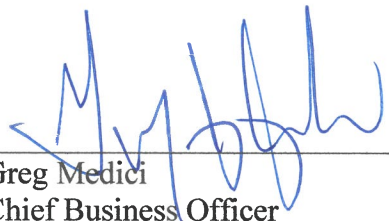
**BUDGET IMPLICATIONS:**

Various, as noted above.



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Gael Treible  
Interim Director, Fiscal Services



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Greg Medici  
Chief Business Officer



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Rick Schmitt  
Superintendent

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 62/19-20  
APPROVING ROUTINE BUDGET REVISIONS**

3/3/20  
Page 185 of 206  
Item 11.5

**WHEREAS**, Education Code Sections 42600 – 42603 permit the County Superintendent of Schools with the consent of the Governing Board of the San Ramon Valley Unified School District to make such transfers to revise the adopted budget at any time during a fiscal year; and

**WHEREAS**, the Governing Board believes it to be in the best interest of the District to regularly revise the 2019-20 budget in order to more accurately portray the financial condition of the District;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the San Ramon Valley Unified School District does hereby authorize the Contra Costa County Superintendent of Schools to revise its 2019-20 budget as hereafter detailed.

**BE IT FURTHER RESOLVED** that the Secretary of the Governing Board is hereby directed to deliver a copy of this Resolution to the County Superintendent of Schools.

**APPROVED, PASSED and ADOPTED** by the Governing Board of the San Ramon Valley Unified School District this 3<sup>rd</sup> day of March, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

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Rick Schmitt  
Secretary of the Board of Education of the  
San Ramon Valley Unified School District of  
Contra Costa County, State of California

**1 GENERAL FUND**

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
LCHF/Other State	\$ 322,132,484	\$ 0	\$ 322,132,484
Federal Revenues	6,716,825	0	6,716,825
Other Local Revenues	32,453,020	333,817	32,786,837
<b>Total Revenues</b>	<b>\$ 361,302,329</b>	<b>\$ 333,817</b>	<b>\$ 361,636,146</b>
<b>EXPENDITURES</b>			
Certificated Salaries	\$ 154,011,291	\$ -37,008	\$ 153,974,283
Classified Salaries	54,945,485	-168,886	54,776,599
Employee Benefits	101,011,273	-94,730	100,916,543
Books and Supplies	17,820,033	399,994	18,220,027
Services, Other Operating Expenses	34,830,608	1,164,456	35,995,064
Capital Outlay	210,499	460,000	670,499
Other Outgo	1,485,326	0	1,485,326
Direct Support/Indirect Costs	0	0	0
<b>Total Expenditures</b>	<b>\$ 364,314,515</b>	<b>\$ 1,723,826</b>	<b>\$ 366,038,341</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ -3,012,186</b>	<b>\$ -1,390,009</b>	<b>\$ -4,402,195</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In	\$ 1,234,001	\$ 460,000	\$ 1,694,001
Transfers Out	2,836,902	0	2,836,902
Sources	0	0	0
Uses	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ -1,602,901</b>	<b>\$ 460,000</b>	<b>\$ -1,142,901</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ -4,615,087</b>	<b>\$ -930,009</b>	<b>\$ -5,545,096</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 40,052,227	\$ 0	\$ 40,052,227
Audit Adjustments	0	0	
As of July 1 - Audited	40,052,227	0	40,052,227
Adjustments for Restatements	0	0	
Net Beginning Balance	40,052,227	0	40,052,227
<b>Ending Balance</b>	<b>\$ 35,437,140</b>	<b>\$ -930,009</b>	<b>\$ 34,507,131</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Unappropriated Amount	\$ 0	\$ 0	\$ 0
Restricted Ending Balances	6,477,291	-273,000	6,204,291
Instructional Materials	6,500,000	-250,000	6,250,000
Professional Development	2,485,883	0	2,485,883
Revolving Cash	114,900	0	114,900
Stores Inventory	79,254	0	79,254
Reserve for Economic Uncertainty	0	0	0
Site Designated Amounts	964,916	-297,235	667,681
Lottery	2,218,017	0	2,218,017
Prepaid Expenses	769,616	0	769,616
Technology Infrastructure Replacement	0	0	0
Technology End User Devices	1,430,116	0	1,430,116
Restoration	2,589,840	-109,774	2,480,066
Safety and Mental Wellness	1,775,884	0	1,775,884
Efficiency Investments	1,806,669	0	1,806,669
Bridge	8,224,754	0	8,224,754
	<b>35,437,140</b>	<b>-930,009</b>	<b>34,507,131</b>

## 13 Child Nutrition Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 840,594	\$ 0	\$ 840,594
<i>Other State Revenues</i>	39,797	0	39,797
<i>Other Local Revenues</i>	5,473,337	0	5,473,337
<b>Total Revenues</b>	<b>\$ 6,353,728</b>	<b>\$ 0</b>	<b>\$ 6,353,728</b>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 2,802,258	\$ 0	\$ 2,802,258
<i>Employee Benefits</i>	1,301,031	0	1,301,031
<i>Books and Supplies</i>	2,561,514	0	2,561,514
<i>Services, Other Operating Expenses</i>	264,950	0	264,950
<i>Capital Outlay</i>	0	0	0
<i>Other Outgo</i>	46,055	0	46,055
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 6,975,808</b>	<b>\$ 0</b>	<b>\$ 6,975,808</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ -622,080</b>	<b>\$ 0</b>	<b>\$ -622,080</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 622,080	\$ 0	\$ 622,080
<i>Transfers Out</i>	0	0	0
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ 622,080</b>	<b>\$ 0</b>	<b>\$ 622,080</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 375,768	\$ 0	\$ 375,768
Audit Adjustments	0	0	0
As of July 1 - Audited	375,768	0	375,768
Adjustments for Restatements	0	0	0
Net Beginning Balance	375,768	0	375,768
<b>Ending Balance</b>	<b>\$ 375,768</b>	<b>\$ 0</b>	<b>\$ 375,768</b>
<b>Components of Ending Fund Balance</b>			
Stores	\$ 194,648	\$ 0	\$ 194,648
Restricted Ending Balance	181,120	0	181,120
	375,768		375,768

17 Special Reserve Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	0	0	0
<i>Other Local Revenues</i>	135,000	0	135,000
<b>Total Revenues</b>	<b>\$ 135,000</b>	<b>\$ 0</b>	<b>\$ 135,000</b>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 0	\$ 0	\$ 0
<i>Employee Benefits</i>	0	0	0
<i>Books and Supplies</i>	0	0	0
<i>Services, Other Operating Expenses</i>	0	0	0
<i>Capital Outlay</i>	0	0	0
<i>Other Outgo</i>	0	0	0
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ 135,000</b>	<b>\$ 0</b>	<b>\$ 135,000</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 0	\$ 0	\$ 0
<i>Transfers Out</i>	988,517	0	988,517
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ -988,517</b>	<b>\$ 0</b>	<b>\$ -988,517</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ -853,517</b>	<b>\$ 0</b>	<b>\$ -853,517</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 16,939,319	\$ 0	\$ 16,939,319
Audit Adjustments	0	0	0
As of July 1 - Audited	16,939,319	0	16,939,319
Adjustments for Restatements	0	0	0
Net Beginning Balance	16,939,319	0	16,939,319
<b>Ending Balance</b>	<b>\$ 16,085,802</b>	<b>\$ 0</b>	<b>\$ 16,085,802</b>
<b>Components of Ending Fund Balance</b>			
Declining Enrollment/Restoration	\$ 5,000,000	0	5,000,000
REU	11,085,802	0	11,085,802
	0	0	0
	0	0	0
	<b>\$ 16,085,802</b>	<b>0</b>	<b>\$ 16,085,802</b>



21 Building Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	0	0	0
<i>Other Local Revenues</i>	1,934,100	0	1,934,100
<b>Total Revenues</b>	<u>\$ 1,934,100</u>	<u>\$ 0</u>	<u>\$ 1,934,100</u>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 1,515,973	\$ 0	\$ 1,515,973
<i>Employee Benefits</i>	687,673	0	687,673
<i>Books and Supplies</i>	3,883,393	225,730	4,109,123
<i>Services, Other Operating Expenses</i>	2,260,371	335,110	2,595,481
<i>Capital Outlay</i>	77,356,235	-560,840	76,795,395
<i>Other Outgo</i>	0	0	0
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<u>\$ 85,703,645</u>	<u>\$ 0</u>	<u>\$ 85,703,645</u>
<b>Excess or Deficiency before other Sources and Uses</b>	\$ -83,769,545	\$ 0	\$ -83,769,545
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 1,926,125	\$ 0	\$ 1,926,125
<i>Transfers Out</i>	0	0	0
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<u>\$ 1,926,125</u>	<u>\$ 0</u>	<u>\$ 1,926,125</u>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -81,843,420	\$ 0	\$ -81,843,420
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 97,802,416	\$ 0	\$ 97,802,416
Audit Adjustments	0	0	0
As of July 1 - Audited	97,802,416	0	97,802,416
Adjustments for Restatements	0	0	0
Net Beginning Balance	97,802,416	0	97,802,416
<b>Ending Balance</b>	<u>\$ 15,958,996</u>	<u>\$ 0</u>	<u>\$ 15,958,996</u>
<b>Components of Ending Fund Balance</b>			
Reserved for Capital Outlay	\$ 15,958,996	\$ 0	\$ 15,958,996

25 Capital Facilities - Developer Impact Program

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	0	0	0
<i>Other Local Revenues</i>	3,115,000	0	3,115,000
<b>Total Revenues</b>	<b>\$ 3,115,000</b>	<b>\$ 0</b>	<b>\$ 3,115,000</b>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 0	\$ 0	\$ 0
<i>Employee Benefits</i>	0	0	0
<i>Books and Supplies</i>	473,467	0	473,467
<i>Services, Other Operating Expenses</i>	996,557	0	996,557
<i>Capital Outlay</i>	2,732,126	0	2,732,126
<i>Other Outgo</i>	0	0	0
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 4,202,150</b>	<b>\$ 0</b>	<b>\$ 4,202,150</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ -1,087,150</b>	<b>\$ 0</b>	<b>\$ -1,087,150</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 0	\$ 0	\$ 0
<i>Transfers Out</i>	0	0	0
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ -1,087,150</b>	<b>\$ 0</b>	<b>\$ -1,087,150</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 8,279,481	\$ 0	\$ 8,279,481
Audit Adjustments	0	0	0
As of July 1 - Audited	8,279,481	0	8,279,481
Adjustments for Restatements	0	0	0
Net Beginning Balance	8,279,481	0	8,279,481
<b>Ending Balance</b>	<b>\$ 7,192,331</b>	<b>\$ 0</b>	<b>\$ 7,192,331</b>
<b>Components of Ending Fund Balance</b>			
Assigned for Capital Outlay	\$ 7,192,331	\$ 0	\$ 7,192,331

35 Capital School Facilities Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	1,926,125	0	1,926,125
<i>Other Local Revenues</i>	0	0	0
<b>Total Revenues</b>	<b>\$ 1,926,125</b>	<b>\$ 0</b>	<b>\$ 1,926,125</b>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 0	\$ 0	\$ 0
<i>Employee Benefits</i>	0	0	0
<i>Books and Supplies</i>	0	0	0
<i>Services, Other Operating Expenses</i>	0	0	0
<i>Capital Outlay</i>	0	0	0
<i>Other Outgo</i>	0	0	0
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ 1,926,125</b>	<b>\$ 0</b>	<b>\$ 1,926,125</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 0	\$ 0	\$ 0
<i>Transfers Out</i>	1,926,125	0	1,926,125
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ -1,926,125</b>	<b>\$ 0</b>	<b>\$ -1,926,125</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 0	\$ 0	\$ 0
Audit Adjustments	0	0	0
As of July 1 - Audited	0	0	0
Adjustments for Restatements	0	0	0
Net Beginning Balance	0	0	0
<b>Ending Balance</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Components of Ending Fund Balance</b>			
Restricted Ending Balance	\$ 0	\$ 0	\$ 0

## 40 Special Reserve Capital Outlay

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
Federal Revenues	\$ 0	\$ 0	\$ 0
Other State Revenues	0	0	0
Other Local Revenues	3,578,119	0	3,578,119
<b>Total Revenues</b>	<b>\$ 3,578,119</b>	<b>\$ 0</b>	<b>\$ 3,578,119</b>
<b>EXPENDITURES</b>			
Classified Salaries	\$ 810,724	\$ 0	\$ 810,724
Employee Benefits	178,543	0	178,543
Books and Supplies	280,000	844,460	1,124,460
Services, Other Operating Expenses	90,572	221,168	311,740
Capital Outlay	1,780,962	119,389	1,900,351
Other Outgo	3,605,491	0	3,605,491
Direct Support/Indirect Costs	0	0	0
<b>Total Expenditures</b>	<b>\$ 6,746,292</b>	<b>\$ 1,185,017</b>	<b>\$ 7,931,309</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ -3,168,173</b>	<b>\$ -1,185,017</b>	<b>\$ -4,353,190</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In	\$ 2,214,822	\$ 0	\$ 2,214,822
Transfers Out	245,484	460,000	705,484
Sources	0	0	0
Uses	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ 1,969,338</b>	<b>\$ -460,000</b>	<b>\$ 1,509,338</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ -1,198,835</b>	<b>\$ -1,645,017</b>	<b>\$ -2,843,852</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 17,401,687	\$ 0	\$ 17,401,687
Audit Adjustments	0	0	
As of July 1 - Audited	17,401,687	0	17,401,687
Adjustments for Restatements	0	0	
Net Beginning Balance	17,401,687	0	17,401,687
<b>Ending Balance</b>	<b>\$ 16,202,852</b>	<b>\$ -1,645,017</b>	<b>\$ 14,557,835</b>
<b>Components of Ending Fund Balance</b>			
Child Care Building	1,429,579	0	1,429,579
Solar	4,182,731	0	4,182,731
DVMS Fields	177,764	0	177,764
DVHS CSA	-2,950	0	-2,950
Solar Reserve	2,176,021	0	2,176,021
Facility Community Use	1,608,686	0	1,608,686
Capital Investments	3,119,743	-460,000	2,659,743
Technology Infrastructure Replacement	1,682,409	-908,319	774,090
Safety Committee	1,828,869	-276,698	1,552,171
<b>Ending Balance</b>	<b>\$ 12,691,574</b>	<b>\$ -1,645,017</b>	<b>\$ 14,557,835</b>

51 Bond Interest and Redemption Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	100,000	0	100,000
<i>Other Local Revenues</i>	37,384,350	0	37,384,350
<b>Total Revenues</b>	<b>\$ 37,484,350</b>	<b>\$ 0</b>	<b>\$ 37,484,350</b>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 0	\$ 0	\$ 0
<i>Employee Benefits</i>	0	0	0
<i>Books and Supplies</i>	0	0	0
<i>Services, Other Operating Expenses</i>	0	0	0
<i>Capital Outlay</i>	0	0	0
<i>Other Outgo</i>	38,484,350	0	38,484,350
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 38,484,350</b>	<b>\$ 0</b>	<b>\$ 38,484,350</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ -1,000,000</b>	<b>\$ 0</b>	<b>\$ -1,000,000</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 0	\$ 0	\$ 0
<i>Transfers Out</i>	0	0	0
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ -1,000,000</b>	<b>\$ 0</b>	<b>\$ -1,000,000</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 33,680,806	\$ 0	\$ 33,680,806
Audit Adjustments	0	0	
As of July 1 - Audited	33,680,806	0	33,680,806
Adjustments for Restatements	0	0	
Net Beginning Balance	33,680,806	0	33,680,806
<b>Ending Balance</b>	<b>\$ 32,680,806</b>	<b>\$ 0</b>	<b>\$ 32,680,806</b>
<b>Components of Ending Fund Balance</b>			
Restricted Ending Balance	\$ 32,680,806	\$ 0	\$ 32,680,806

67 Self Insurance Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	0	0	0
<i>Other Local Revenues</i>	4,025,000	0	4,025,000
<b>Total Revenues</b>	<b>\$ 4,025,000</b>	<b>\$ 0</b>	<b>\$ 4,025,000</b>
<b>EXPENDITURES</b>			
<i>Certificated Salaries</i>	\$ 0	\$ 0	\$ 0
<i>Classified Salaries</i>	0	0	0
<i>Employee Benefits</i>	3,713,175	0	3,713,175
<i>Books and Supplies</i>	5,000	0	5,000
<i>Services, Other Operating Expenses</i>	306,825	0	306,825
<i>Capital Outlay</i>	0	0	0
<i>Other Outgo</i>	0	0	0
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 4,025,000</b>	<b>\$ 0</b>	<b>\$ 4,025,000</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 0	\$ 0	\$ 0
<i>Transfers Out</i>	0	0	0
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 3,104,232	\$ 0	\$ 3,104,232
Audit Adjustments	0	0	0
As of July 1 - Audited	3,104,232	0	3,104,232
Adjustments for Restatements	0	0	0
Net Beginning Balance	3,104,232	0	3,104,232
<b>Ending Balance</b>	<b>\$ 3,104,232</b>	<b>\$ 0</b>	<b>\$ 3,104,232</b>
<b>Components of Ending Fund Balance</b>			
Restricted Net Position	\$ 3,104,232	\$ 0	\$ 3,104,232

71 Retiree Health Benefit Fund

	Revised Budget 12/31/2019	Adjustments this Period	Revised Budget 1/31/2020
<b>REVENUES</b>			
<i>Federal Revenues</i>	\$ 0	\$ 0	\$ 0
<i>Other State Revenues</i>	0	0	0
<i>Other Local Revenues</i>	3,031,145	0	3,031,145
<b>Total Revenues</b>	<b>\$ 3,031,145</b>	<b>\$ 0</b>	<b>\$ 3,031,145</b>
<b>EXPENDITURES</b>			
<i>Classified Salaries</i>	\$ 0	\$ 0	\$ 0
<i>Employee Benefits</i>	0	0	0
<i>Books and Supplies</i>	0	0	0
<i>Services, Other Operating Expenses</i>	3,031,145	0	3,031,145
<i>Capital Outlay</i>	0	0	0
<i>Other Outgo</i>	0	0	0
<i>Direct Support/Indirect Costs</i>	0	0	0
<b>Total Expenditures</b>	<b>\$ 3,031,145</b>	<b>\$ 0</b>	<b>\$ 3,031,145</b>
<b>Excess or Deficiency before other Sources and Uses</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>OTHER FINANCING SOURCES/USES</b>			
<i>Transfers In</i>	\$ 0	\$ 0	\$ 0
<i>Transfers Out</i>	0	0	0
<i>Sources</i>	0	0	0
<i>Uses</i>	0	0	0
<b>Total, Other Financing Sources/Uses</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>FUND BALANCE, RESERVES</b>			
<b>Beginning Balance</b>			
Beginning Balance as of July 1 - Unaudited	\$ 25,819,848	\$ 0	\$ 25,819,848
Audit Adjustments	0	0	
As of July 1 - Audited	25,819,848	0	25,819,848
Adjustments for Restatements	0	0	
Net Beginning Balance	25,819,848	0	25,819,848
<b>Ending Balance</b>	<b>\$ 25,819,848</b>	<b>\$ 0</b>	<b>\$ 25,819,848</b>
<b>Components of Ending Fund Balance</b>			
Reserved for Post Retirement Benefit Payments	\$ 25,819,848	\$ 0	\$ 25,819,848

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, CA 94526

**DATE:** March 3, 2020

**TOPIC:** CONSIDERATION OF APPROVAL OF REVISED MISCELLANEOUS  
SALARY SCHEDULE

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**DISCUSSION:**

The attached proposed revision to the current Miscellaneous Salary Schedule requires Board approval. The revision reflects the addition of the Bus Driver Trainee, an unrepresented position, which was never appropriately reflected on any of the classified salary schedules.

**RECOMMENDATION:**

The Administration recommends approval of the Miscellaneous Salary Schedule.

**BUDGET IMPLICATIONS:**

There are no budget implications for the approval of this revision.



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Keith Rogenski  
Assistant Superintendent  
Human Resources



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Rick Schmitt  
Superintendent

**11.6**

Item Number



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**MISCELLANEOUS SALARY SCHEDULE**

2019-20

**BUD DRIVER TRAINEE:**

Pay Rate  
Step, 1, Range 2 of SEIU Salary Ranges

<b>STUDENTS:</b>	<b>HOURLY</b>
<u>Position</u>	<u>Pay Rate</u>
Work Study	\$13.00

<b>LIFEGUARDS:</b>	<b>HOURLY</b>
<u>Position</u>	<u>Pay Rate</u>
Lifeguard I	\$13.00
Lifeguard II	\$13.50

<b>ENRICHMENT:</b>	<b>HOURLY</b>
<u>Position</u>	<u>Pay Rate</u>
Enrichment Para	\$13.00

<b>NOON DUTY:</b>	<b>HOURLY</b>
<u>Position</u>	<u>Pay Rate</u>
Supervisor	\$13.00

<b>CERTIFICATED:</b>	<b>HOURLY</b>
<u>Position</u>	<u>Pay Rate</u>
Non-Unit Hourly	\$20.66

**CERTIFICATED SUBSTITUTES:**

Daily Rate	\$130.00 (1-20 Consecutive Days)
Long Term Daily Rate	\$150.00 (21-60 Consecutive Days/Retroactive to Day 1)
Long Term Daily Rate	\$170.00 (61+ Consecutive Days/Retroactive to Day 1)

**RETIRED WORKING CERTIFICATED SUBSTITUTES:**

Retired Teacher Daily Rate	\$160.00 (1-20 Consecutive Days)
Retired Teacher Long Term Daily Rate	\$180.00 (21-60 Consecutive Days/Retroactive to Day 1)
Retired Teacher Long Term Daily Rate	\$200.00 (61+ Consecutive Days/Retroactive to Day 1)

Certificated Substitute Increase Approved: 11/17/15 Effective: 12/14/15  
Minimum Wage Increase: 1/1/20

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
699 Old Orchard Drive, Danville, California 94526

**DATE: MARCH 3, 2020**

**TOPIC: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 63/19-20 FOR  
GOLDEN VIEW ELEMENTARY SCHOOL MODERNIZATION PROJECT  
- W.A. THOMAS CO., INC.**

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**DISCUSSION:** Upon full completion of a construction contract, the Board of Education adopts a Resolution of Acceptance which accepts the work of the contract as complete and authorizes District staff to record a Notice of Completion. The W.A. Thomas Co., Inc. contract for Golden View Elementary School Modernization project was fully complete as of January 31, 2020.

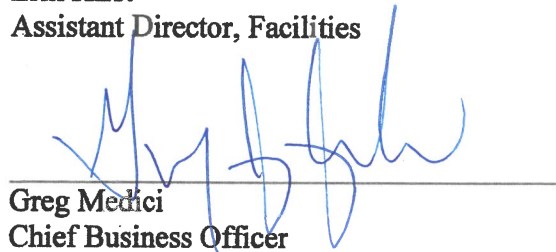
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**RECOMMENDATION:** Staff recommends the Board adopt Resolution No. 63/19-20 for Golden View Elementary School Modernization – W.A. Thomas Co., Inc.

**BUDGET IMPLICATIONS:** None



Erin Hirst  
Assistant Director, Facilities



Greg Medici  
Chief Business Officer



Rick Schmitt  
Superintendent

**San Ramon Valley Unified School District  
Contra Costa County, California  
Resolution No. 63/19-20**

In the matter of Accepting the  
W.A. Thomas Co., Inc. Contract for  
Golden View Elementary Modernization  
Project (“Contract”)

**RESOLUTION OF ACCEPTANCE**

**WHEREAS**, the above entitled School District on April 17, 2018, contracted with W.A. Thomas Co., Inc., 2356 Pacheco Blvd., Martinez, CA 94553 for said Contract; and

**WHEREAS**, the nature of the District’s interest in the modernization project at Golden View Elementary School, 5025 Canyon Crest Drive, San Ramon, CA 94583 “real property” is Fee Interest; and

**WHEREAS**, it has been certified to this Board of Education that said Contractor has fully completed the work, including all Contract obligations, and same has been inspected and complies with the approved plans and specifications, as of January 31, 2020.

**NOW THEREFORE BE IT RESOLVED** that said Contract work is accepted as complete by this Board, and the Board authorizes District staff to record the Notice of Completion attached to this resolution as an exhibit.

**PASSED AND ADOPTED** at the regular meeting of the Board held on March 3, 2020 by the following called vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**CERTIFICATION AND VERIFICATION**

I hereby certify that the forgoing is a true and correct copy of a resolution and acceptance entered on the minutes of a meeting of said Board of Education held March 3, 2020 and I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 3, 2020, Danville, California.

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**Rick Schmitt**  
Secretary of the Board of Education of the  
San Ramon Valley Unified School District of  
Contra Costa County, State of California

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Erin Hirst, Assistant Director of Facilities  
SRVUSD  
3280 Crow Canyon Road,  
San Ramon, CA 94583

WHEN RECORDED MAIL TO:

Renee Kanalakis  
SRVUSD, Facilities  
3280 Crow Canyon Rd.  
San Ramon, CA 94583

3/3/20  
Page 200 of 206  
Item 11.7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 63/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on January 31, 2020, the modernization work for Bid Package #779, of the Golden View Elementary School Modernization project ("the Contract") performed at 5025 Canyon Crest Drive, San Ramon, CA 94583 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Golden View Elementary School, 5025 Canyon Crest Drive, San Ramon, CA 94583.

The above Contract was performed by W.A. Thomas Co., Inc. ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Golden View Elementary School, 5025 Canyon Crest Drive, San Ramon, CA 94583, owner in fee simple of the Property.

The work of improvement generally consisted of the project as generally described as a Modernization project including but not limited to roof replacement, concrete flatwork, installation of new systems such as fire alarm, clock/PA and data, replacement of doors and hardware, replacement of windows, classroom sink upgrades, replacement of flooring in classrooms and other miscellaneous work.

**VERIFICATION**

I, the undersigned, declare that I am the Superintendent of the San Ramon Valley Unified School District, and that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at 699 Old Orchard Drive, Danville, California, this 3rd day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
699 Old Orchard Drive, Danville, California 94526**

3/3/20  
Page 201 of 206  
Item 11.8

**DATE: MARCH 3, 2020**

**TOPIC: CONSIDERATION OF APPROVAL OF WASC (WESTERN ASSOCIATION OF SCHOOLS & COLLEGES) MID-TERM PROGRESS REPORT FOR DOUGHERTY VALLEY HIGH SCHOOL**

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**DISCUSSION:** Dougherty Valley High School held their full-term WASC visit in March, 2017. That report was validated by the WASC Committee and subsequently the WASC Commission for full accreditation. The terms of the accreditation included a six-year accreditation with a one-day mid-term visit and Progress Report. The Dougherty Valley High School community worked to prepare the three year Progress Report/WASC self-review. The one-day visit is scheduled for March 25, 2020. WASC procedures now require Board approval. A copy of the [report](#) is available for viewing on the Dougherty Valley High School Website: [www.dvhigh.net](http://www.dvhigh.net)


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**RECOMMENDATION:** The administration recommends approval of the Dougherty Valley High School mid-term progress report.

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**BUDGET IMPLICATIONS:** None

  
Christine Huajardo  
Assistant Superintendent  
Educational Services

  
Rick Schmitt  
Superintendent

**11.8**  
Item Number

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
**699 Old Orchard Drive, Danville, CA 94526**

3/3/20  
Page 202 of 206  
Item 11.9

**DATE: MARCH 3, 2020**

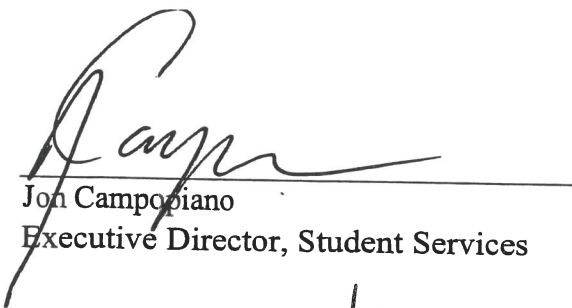
**TOPIC: CONSIDERATION OF APPROVAL OF OUT-OF-STATE SCHOOL TRIP FOR SAN RAMON VALLEY HIGH SCHOOL THEATRE ARTS STUDENTS TO OREGON SHAKESPEARE FESTIVAL ASHLAND, OREGON OCTOBER 8-11, 2020**

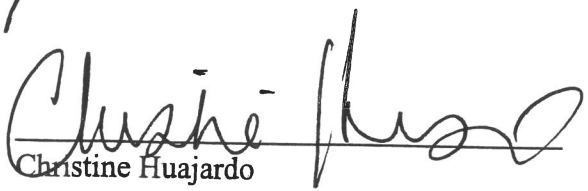
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**DISCUSSION:** San Ramon Valley High is requesting an out-of-state school trip for the Theatre Arts student to see four plays of the highest caliber at the longest running theatre festival in the country. In addition, students learn new strategies for Acting and Theatrical design while also having discussions with professional actors about the plays they will or have seen. One instructional day will be missed. Details of the trip, including tentative itinerary and transportation, are attached.

**RECOMMENDATION:** Administration recommends approval of this out-of-state school trip. Approval of this trip will allow school personnel to move forward in their planning.

**BUDGET IMPLICATIONS:** The estimated donation per participant is \$450. All trip cost will be covered by fundraising. No student will be denied participation in this trip due to the lack of funds.

  
\_\_\_\_\_  
Jon Campopiano  
Executive Director, Student Services

  
\_\_\_\_\_  
Christine Huajardo  
Deputy Superintendent

  
\_\_\_\_\_  
Rick Schmitt  
Superintendent

11.9

Item Number



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
**PRELIMINARY SCHOOL TRIP APPROVAL FOR CATEGORY 3 TRIPS** Page 203 of 206  
Item 11.9

This preliminary approval form must be completed for trips that are out of state or for travel to a foreign country. The completed form must be submitted to the site Principal and Education Services for approval prior to any promotion of the trip or reservations being made, and before any other documentation is distributed, in accordance with AR6153 and AR3541.1. All trips must be arranged through the Transportation Department.

School: San Ramon Valley Club/Organization/Class SRV Theatre  
Destination: Oregon Shakespeare Festival Responsible Person(s): Kyle Nash  
Date(s) of trip: 10/08/2020 10/11/2020 # of Instructional Days Missed: 1

- 1. **Rationale:** Complete a description of proposed trip and its relationship to instruction in the area provided below. This should include a tentative itinerary of the trip activities.

This trip exposes students to four plays of the highest caliber at the longest running theatre festival in the country. In addition, students learn new strategies for Acting and Theatrical design while also having discussions with professional actors about the plays they will or have seen.  
This trip exposes students to the variety of careers in theatre and production.

- 2. **Transportation:** Must begin and end at school. Exceptions due to unique circumstances must be approved by Educational Services. Select two if more than one mode of transportation used. (Including to airport or BART if applicable)

To and From Destination Charter Bus Charter Bus Specify if Other:  
At Destination Charter Bus Charter Bus Specify if Other:

- 3. **Lodging:** Type of Housing Hotel Specify if Other: # of nights: 3

- 4. **Estimated number of student participants:** 40

- 5. **Funding:**

Estimated total donation for the trip per person (students and chaperones) \$ 450 Total of Trip \$ 19,800  
All trip cost will be covered by fundraising. No student will be denied participation in this trip due to the lack funds.

- 6. **Supervision:** Volunteers/Drivers/Chaperons must be cleared through the Volunteer Management System.

Number of certificated staff 2 Number of Volunteers 2  
Ratio of chaperons to students 1 to 10 (Mixed gender overnight trips require mixed gender chaperons at a ratio of 10:1).

Principal's Approval Jason Krolikowski Date 02/07/2020  
Director's Approval Jon Campopiano Date 02/11/2020

After Board approval, I will submit the Final Documents to Ed Services:

- Roster  Itinerary  Volunteer/Driver/Chaperone List
- I have verified that all Volunteers, Drivers and/or Chaperons have been cleared.
- I have verified the trip meets the Chaperon supervision requirements for Certificated staff, ratio and gender.

Submitted by: Kyle Nash Date: 02/25/2020  
(Name of person submitting documents)

Itinerary (tentative) 2020 Ashland Theatre Trip

3/3/20

Page 204 of 206

Item 11.9

**Date:** Thursday, October 8th- Sunday, October 11th

**Hotel:** Best Western Windsor Inn  
Ashland, OR 97520  
(541) 488-2330

\*\*Breakfast provided each morning

**Transportation:** Sierra Pacific Tours

**Departure:** Thursday, October 3 3:00 (loading will begin at 2:30) behind PAC in Senior Lot. We will stop for food in Redding CA.

**Return:** Sunday, October 6 approx. 3pm. (We will try to call one hour before arrival) We will stop for food in Redding CA.

**Itinerary:**

Thursday, October 8<sup>th</sup>

3:00 PM	Depart Danville
6:30 PM	Quick stop in Redding for Food
9:30 PM	Approximate arrival to Ashland Bard's Inn Ashland
10:00 PM	Lights out!

Friday, October 9<sup>th</sup>

7:30 - 8:30am	Breakfast
8:30	Board Bus to OSF
9:00 – 11:00 am	Team Scavenger Hunt
11:00-1:00 pm	Lunch
1:00-4:00 pm	Performance – “PLAY 1”
4:00-5:00	Theatre Games in Park
5:00-6:30	Dinner at “Black Sheep”
7:00-7:30	Prologue- “PLAY 2!”



8pm -11:00 pm	Performance – PLAY 2!”
11:00	Board Bus to Hotel
11:30 PM	Lights out

3/3/20  
Page 205 of 206  
Item 11.9

Saturday, October 10<sup>th</sup>

7:30 - 8:30am	Breakfast
8:30 – 10:00	Previous Day Play discussion
10:00	Board Bus to OSF
10:30-11:30	Exploring Design Workshop
11:30-12:30	Lunch
12:30-1:00	Prologue- “PLay 3”
1:30-4:00	Performance- “PLay 3”
4:00-5:00	Souvenir Shopping
5:00-6:30	Dinner @ Standing Stone
7:00-7:30	Prologue- “PLay 4”
8:00-11:00	Performance – “PLay 4”
11:00	Board Bus to Hotel
11:30-12:30	Discussion and Ice cream
1:00 am	Lights Out

Sunday, October 11<sup>th</sup>

6:30 - 8:45am	Breakfast
9:00 am	Depart Ashland
12:00 Noon	Lunch stop in Redding
3:00(ish)	Arrive in Danville

**What to pack:**

Comfortable clothes for travel time

3 days of clothes including nicer outfits for 3 performances i.e.: khakis/button down shirts for males, skirts/dresses/pants for girls. No yoga pants for performances. Tennis shoes ok.

**WARM Cloths. Like winter coat, hats gloves etc. Some of the performances are in the outdoor theatre at night!**

Toiletries

Medication – please note: you must inform the chaperone if you bring medication

Minimum electronics – don't want to worry about losing them

Optional: Pillow, sleeping bag (there will be 3-4 per room sharing 2 beds)

Plan for rain: raincoat or umbrella, rain boots

Spending money

Homework! (to do on bus or during down time)

**LUGGAGE TAGS on suitcases**

3/3/20

Page 206 of 206

Item 11.9

## Roommate

**assignments:** Each student will request **one** person to room with and we will do our best to make that happen.

**Day of Trip:** Bring Luggage and Bus snacks and Lunch to Drama room. Do NOT plan to go home to get luggage or have parents bringing luggage.

**Reminder** All school rules apply regarding appropriate conduct and if students are found not following the rules they will be sent home immediately at his/her expense.

Chaperone: Kyle Nash

510-207-1463