

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



**BOARD OF EDUCATION MEETING AGENDA**  
**March 24, 2020**

**5:30PM 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.

**NOTICE is hereby given that the Meeting of the Board of Trustees of the San Ramon Valley Unified School District will be held on March 24, 2020, at 5:30PM closed session and 7:00PM open session. Pursuant to Executive Order of the Governor, and in order to adhere as closely as possible to the Order of the Health Officer of Contra Costa County, the Board meeting will not be open to personal attendance to the public. The meeting will be live-streamed at the following link:**

[https://www.srvusd.net/district/board\\_meetings](https://www.srvusd.net/district/board_meetings)

**Public comment on non-agenda items can be made electronically by email to [cfischer@srvusd](mailto:cfischer@srvusd.net) or by fax (925-838-3147) before 4:30PM on March 24, 2020. Please note in the title of the e-mail "public comment". Public comment on action items, during the meeting, can be emailed to [cgeorge@srvusd.net](mailto:cgeorge@srvusd.net). All such comments that are within the District's jurisdiction will be read aloud at the meeting up to a three minute limit per speaker. Any individuals with disabilities requesting reasonable accommodation or modification of the meeting procedure so as to be able to watch the live feed of the Board meeting may contact Cindy Fischer at [cfischer@srvusd.net](mailto:cfischer@srvusd.net).**

**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.

**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 24, 2020**  
**5:30PM**

- 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 Conference with Legal Counsel – Anticipated Litigation**  
(Initiation of litigation pursuant to Gove. Code, section 54956.9, subd. (d) (4):
    - a) Case #2019121025
    - b) Case #2020010380
  - 4.2 Public Employment**  
(Government Code Section 54957)
    - a) Certificated Administrator
    - b) Classified Administrator
  - 4.3 Conference with Legal Counsel – Existing Litigation**  
(Subdivision a) Section 54956.9 California Government Code)
    - a) 537603
    - b) 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 24, 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 March 3, 2020 **Action**

7.2 Minutes of March 13, 2020 **Action**

7.3 Minutes of March 19, 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 Day of Silence – April 17, 2020 **Oral**

9.2 Public Comment for Non-Agenda Items (Comments Limited to Three Minutes) **Oral**

9.3 Association Presidents' Comments **Oral**

**10.0 Action Items/Public Hearings**

10.1 Consideration of Adoption of Resolution No. 72/19-20, In the Matter of Intent to Declare Emergency Resolution Delegating Authority to take Necessary Acton to Protect Students and Staff from the Spread of Coronavirus (COVID-19) **Enclosure Action** (Schmitt)

10.2 Consideration of Acceptance of the Independent Financial Audit for the Building Fund for the General Obligation Bond Measure D Election of 2012 for the 2018-19 Fiscal Year Ending June 30, 2019 **Enclosure Action** (Medici)

10.3 Consideration of Acceptance of the 2019 Parcel Tax Oversight Committee Report **Enclosure Action** (Medici)

10.4 Public Disclosure of the Major Provisions of the 2019-2022 San Ramon Valley Education Association (SRVEA) Agreement in Accordance with the Requirements for the AB1200, AB2756 and govt. code 3547 **Enclosure** (Medici)

- |             |  |  |
|-------------|--|--|
| 10.5        | Consideration of Approval of a Tentative Agreement Between the San Ramon Valley Unified School District and the San Ramon Valley Education Association (SRVEA) for a 2019-2022 Successor Contract                                | Enclosure<br><b>Action</b><br>(Rogenski) |
| 10.6        | Consideration of Adoption of Resolution No. 70/19-20 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        | Consideration of Approval of Contracts/Purchases Over \$50,000   | Enclosure<br><b>Consent</b>              |
| 11.4        | Declaration of Surplus Property  | Enclosure<br><b>Consent</b>              |
| 11.5        | Consideration of Adoption of Resolution No. 68/19-20, Approving Routine Budget Revisions   | Enclosure<br><b>Consent</b>              |
| 11.6        | Consideration of Adoption of Resolution No. 66/19-20 for Twin Creeks Elementary School Growth Relocatable Classrooms – Guerra Construction Group   | Enclosure<br><b>Consent</b>              |
| 11.7        | Consideration of Adoption of Resolution No. 67/19-20 for Stone Valley Middle School Classroom and Multipurpose Buildings – Various Contracts   | Enclosure<br><b>Consent</b>              |
| 11.8        | Ratification of Facilities and Operations Contracts  | Enclosure<br><b>Consent</b>              |
| 11.9        | Consideration of Approval of Bid Award for Green Valley Elementary School Courtyard and K-Y Improvements   | Enclosure<br><b>Consent</b>              |
| 11.10       | Consideration of Adoption of Resolution No. 65/19-20, Approving the Twin Creeks Elementary School Site Improvement and Classroom Modernization Projects and Authorizing a California Environment Quality Act Notice of Exemption | Enclosure<br><b>Consent</b>              |
| <b>12.0</b> | <b>Recess Meeting of the Board of Education / Convene Meeting of the San Ramon Valley Unified School District Joint Powers Financing Authority</b>   |  |
| <b>13.0</b> | <b>Agenda Approve</b>  |  |
| 13.1        | Approval of Consent Agenda   |  |
| <b>14.0</b> | <b>Consent Items</b>   |  |
| 14.1        | Confirmation of Officers of the San Ramon Valley Unified School District Joint Powers Financing Authority  |  |



14.2 Consideration of Acceptance of the Annual Financial Report of the San Ramon Valley Unified School District Joint Powers Financing Authority, for the period Ending June 30, 2019

**16.0 Public Comment**

**17.0 Adjourn Meeting of the San Ramon Valley Unified School District Joint Powers Financing Authority / Reconvene to the San Ramon Valley Unified School District Board of Education**

**18.0 Administrative Matters**

18.1 Board Members' Reports

18.2 Superintendent's Report

**Adjournment**

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

BOARD OF EDUCATION MEETING  
March 3, 2020  
MINUTES

The audio and video from this meeting can be found on the District website at [www.srvusd.net](http://www.srvusd.net).  
The audio timestamp associated with the agenda item is noted under the title

- 1.0 Call to Order** The Board of Education held its regular meeting at the Education Center. The meeting was called to order at 5:00PM in the Board Rooms.
- 2.0 Attendance** Board Members Present: Board President Greg Marvel, Board Vice President Mark Jewett, Board Clerk Susanna Ordway, Board Members Ken Mintz and Rachel Hurd.
- Administrators Present: Superintendent Rick Schmitt, Chief Business Officer Greg Medici, Assistant Superintendents Keith Rogenski and Christine Huajardo, Executive Directors Melanie Jones and Danny Hillman, Director Ken Nelson and Recording Secretary Cindy Fischer. Legal Representation via telephone from Steve Ngo from Lozano Smith
- 3.0 Acceptance of Closed Session Agenda and Public Comment** The closed session agenda was accepted and opened for public comment.  
See Item 6.0 for action taken.
- 4.0 Closed Session** The closed session was adjourned at 7:05PM.
- Open Session** Board President Greg Marvel reconvened the meeting in open session at 7:07PM.
- 5.0 Pledge of Allegiance/Attendance** Board Members Present: Board President Greg Marvel, Board Vice President Mark Jewett, Board Clerk Susanna Ordway, Board Members Ken Mintz and Rachel Hurd.
- Administrators Present: Superintendent Rick Schmitt, Chief Business Officer Greg Medici and Assistant Superintendents Keith Rogenski and Christine Huajardo
- Others Present: Executive Directors Danny Hillman, Nadine Rosensweig and Jon Campopiano, Director Chris George, Recording Secretary Cindy Fischer and 100 visitors attended.
- 6.0 Report of Action Taken in Closed Session (.45)** The Board upheld staff recommendation regarding student expulsion 06/19-20 (5/0)
- 7.0 Acceptance of Minutes (1.00)** On a motion by Rachel Hurd seconded by Susanna Ordway, the February 11, 2020 minutes were approved. (5/0)
- 8.0 Agenda Approval and Consent Action**
- 8.1 Acceptance of Open Session Agenda (1.15)** On a motion by Ken Mintz seconded by Rachel Hurd, the open session agenda was approved as amended. Mr. Mintz recommended agenda items 10.2 – 10.5 follow agenda item 9.3. (5/0)
- 8.2 Approval of Consent Agenda (2.20)** On a motion by Susanna Ordway seconded by Mark Jewett, 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 - Dougherty Valley High School (3.28)** Manaal Shareh student at Dougherty Valley High School gave the report.

**9.2 Presentation – Teacher of the Year (6.12)** Assistant Superintendent Christine Huajardo introduced the elementary and secondary teacher of the year.  
Sarah Clancy – Elementary Education  
Courtney Konopacky – Secondary Education  
Public comment: Ann Katzburg

**9.3 Contra Costa County Office of Education (“CCCOE”) AB1200 Conditional Approval – Bill Clark, Deputy Superintendent CCCOE (16.13)** Contra Costa County Office of Education Deputy Superintendent Bill Clark  
Public comment:  
Ann Katzburg  
Helen of Dougherty Valley

Items 10.2 – 10.5 were moved to follow Item 9.3

**9.4 Public Comment for Non-Agenda Items (2.44.23)** Public Comment:  
Logan Harder – spoke prior to other public comment due to the late hour (1.33.37)  
Karen Clark  
Amy Aberle  
Jennifer Jones  
Susan Dennis  
Kacey Wright  
Tracey Fernandez  
Anju Lashkari  
Michelle Hitomi  
Jennie Drummond  
Dana Jarrett  
Jen Hamilton  
Allison Sass  
Julie Ouye  
Morna Gersho  
AnneMarie McHugh  
Amelyn Ho  
Lynn Kaashoek  
Helen of Dougherty Valley  
Anthony Pena

**9.5 Association Presidents’ Comments (2.44.23)** SRVEA President Ann Katzburg  
Public comment: Helen of Dougherty Valley

On a motion by Rachel Hurd seconded by Ken Mintz the Board voted to extend the meeting to 10:30PM.

**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 (2.55.00)** On a motion by Ken Mintz seconded by Mark Jewett the Board voted to approve Resolution No. 64/19-20 as amended. Page 4 of the resolution, paragraph 5, No Discussion of Negotiation in the Classroom. Last sentence: change during their instructional day to that thwarts or interrupts their instructional time.(5/0)  
Public comment:  
Ann Katzburg  
Danielle Alm  
Lynn Kaashoek

Allison Sass  
Anthony Pena

- 10.2 Consideration of Acceptance of the 2019-20 Second Interim Financial Report (1.05.12)** On a motion by Rachel Hurd seconded by Mark Jewett the Board voted to extend the meeting to 10:45PM.  
Chief Business Officer Greg Medici shared a summary of the 2019/20 second interim financial report.  
On a motion by Ken Mintz seconded by Mark Susanna Ordway the Board accepted the 2019-20 Second Interim Financial Report. (5/0)
- 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 (1.27.20)** Board President Marvel opened the public hearing  
There were no comments  
Board President Marvel closed the public hearing
- 10.4 Consideration of Approval of 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 (1.29.03)** Assistant Superintendent Keith Rogenski stated that staff recommends the board take action to approved both agreements, item 10.4 and 10.5  
On a motion by Ken Mintz seconded by Susanna Ordway the Board approved the tentative agreement between SRVUSD and CSEA, Chapter #65, Unit II for a successor agreement for the period of July 1, 2019 – June 30, 2022  
Public comment: Tami Castelluccio
- 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** On a motion by Ken Mintz seconded by Susanna Ordway the Board approved the tentative agreement between SRVUSD and CSEA, Chapter #65, Unit III for a successor agreement for the period of July 1, 2019 – June 30, 2022.
- 10.6 Consideration of Board Vote for the 2020 California School Boards Association Delegate Assembly Election (3.26.47)** On a motion by Rachel Hurd seconded by Ken Mintz the Board voted to elect Marina Ramos, Pauline Allred and Mary Rocha to the 2020 CSBA Delegate Assembly Election.
- 10.7 Consideration of Adoption of Resolution No. 60/19-20 Approval of Provisional Internship Permit (PIP) Request(s) (3.27.33)** On a motion by Rachel Hurd seconded by Mark Jewett the Board voted to approve Resolution No. 60/19-20. (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 Adoption of Resolution No. 62/19-20, Approving Routine Budget Revisions
- 11.6 Consideration of Approval of Revised Miscellaneous Salary Schedule
- 11.7 Consideration of Approval of Resolution No. 63/19-20, for Golden View Elementary School Modernization Project – W.A. Thomas Co., Inc.
- 11.8 Consideration of Approval of WASC (Western Association of Schools & Colleges) Mid-Term Progress Report for Dougherty Valley High School
- 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

**12.0 Administrative Matters**

**12.1 Board Member’s Reports  
(3.27.50)**

Board members shared their reports and comments, noting attendance at the following:  
Board Member Mintz attended the Sycamore Elementary Black History Museum event. Board Secretary Ordway also attended Sycamore’s Black History Museum event and participated in Read Across America.  
Board Vice President Jewett attended the GSA Forum and Board Summit. He also attended the Mental Health Task Force Meeting.  
Board President Marvel also attended the GSA Forum and Board Summit.

**12.2 Superintendent’s Report  
(3.38.04)**

Superintendent Schmitt stated he is looking forward to a good day tomorrow when the District and SRVEA will return to the table to negotiate.

**Adjourned**

The meeting adjourned at 10:45pm.

**BOARD OF EDUCATION MEETING - SPECIAL**  
March 13, 2020  
MINUTES

- 1.0 Call to Order** The Board of Education held a special closed session meeting at the Education Center. The meeting was called to order at 3:03PM in the Board Rooms.
- 2.0 Attendance** Board Members Present: Board President Greg Marvel, Board Vice President Mark Jewett, Board Clerk Susanna Ordway, Board Members Ken Mintz and Rachel Hurd.
- Administrators Present: Superintendent Rick Schmitt, Chief Business Officer Greg Medici, Assistant Superintendents Keith Rogenski and Christine Huajardo, and Executive Directors Danny Hillman and MaryAnn Frates. Director Chris George and Recording Secretary Cindy Fischer.
- 3.0 Acceptance of Closed Session Agenda and Public Comment** The closed session agenda was accepted and opened for public comment. There was no public comment.
- 4.0 Closed Session**
- 5.0 Pledge of Allegiance/Attendance** Board Members Present: Board President Greg Marvel, Board Vice President Mark Jewett, Board Clerk Susanna Ordway, Board Members Ken Mintz and Rachel Hurd.
- Administrators Present: Superintendent Rick Schmitt, Chief Business Officer Greg Medici, Assistant Superintendents Keith Rogenski and Christine Huajardo, and Executive Directors Danny Hillman, Melanie Jones and MaryAnn Frates. Directors Chris George, Gregory Duran, Greg Pitzer and Debbie Petish and Recording Secretary Cindy Fischer.
- 6.0 Acceptance of Open Session Agenda and Public Comment** On a motion by Ken Mintz seconded by Rachel Hurd, the open session agenda was approved. (5/0)
- There was no action taken in closed session
- 7.0 Action Items/Public Hearings**
- 7.1 Consultation, Review, and Recommendations for District's Coronavirus Response** On a motion by Susanna Ordway seconded by Mark Jewett the Board voted to postpone classes and student activities between Monday, March 16, 2020 and Sunday, April 5, 2020. Spring Break; April 6 through April 12, 2020 will continue as planned. Classes will resume on Monday, April 13, 2020 if the Board takes no further action. And, the Board voted to approve Resolution #71/19-20 (5/0)
- Adjourned** 4:27PM



**BOARD OF EDUCATION MEETING - SPECIAL**  
March 19, 2020  
MINUTES

- 1.0 Call to Order** The Board of Education held a special closed session meeting at the Education Center. The meeting was called to order at 8:00AM in the Board Rooms. Due to the Coronavirus restrictions, board members participated via teleconference from their homes.
- 2.0 Attendance** Board Members Present: Board President Greg Marvel, Board Vice President Mark Jewett, Board Clerk Susanna Ordway, Board Members Ken Mintz and Rachel Hurd.
- Administrators Present: Superintendent Rick Schmitt, Chief Business Officer Greg Medici, Assistant Superintendents Keith Rogenski and Christine Huajardo, and Executive Directors Danny Hillman and MaryAnn Frates. Directors Chris George, Greg Pitzer and Debbie Petish and Recording Secretary Cindy Fischer.
- 3.0 Acceptance of Closed Session Agenda and Public Comment** The closed session agenda was accepted and opened for public comment. Public comment speaker cards were emailed to the recording secretary and shared with the Trustees prior to the meeting. The comments from the public were recorded and posted on the District's website.
- 4.0 Closed Session** Mark Jewett left the conference call at 9:00AM
- Adjourned** 9:28AM

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

**DATE:**       **March 24, 2020**

**TOPIC:**       **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 72/19-20,  
IN THE MATTER OF INTENT TO DECLARE EMERGENCY  
RESOLUTION DELEGATING AUTHORITY TO TAKE NECESSARY  
ACTION TO PROTECT STUDENTS AND STAFF FROM THE SPREAD  
OF CORONAVIRUS (COVID-19)**

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**DISCUSSION:** After working with the District's legal counsel, Harold Freiman of Lozano Smith, District staff has provided the following resolution which provides the Board and Superintendent with continuing and necessary authorities to act in the best interests of students, staff and the community during the COVID-19 emergency.

**RECOMMENDATION:** Staff recommends the Board adopt Resolution No. 72/19-20, In the matter of intent to declare emergency resolution delegating authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19)

**BUDGET IMPLICATIONS:** None



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Rick Schmitt  
Superintendent

**10.1**  
Item Number

**RESOLUTION NO. 72/19-20  
San Ramon Valley Unified School District**

**IN THE MATTER OF INTENT TO DECLARE EMERGENCY RESOLUTION  
DELEGATING AUTHORITY TO TAKE NECESSARY ACTION TO PROTECT  
STUDENTS AND STAFF FROM THE SPREAD OF CORONAVIRUS (COVID-19)**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the Coronavirus (COVID-19);

**WHEREAS**, on March 12, 2020, Governor Newsom issued an executive order directing Californians to cancel large public gatherings (over 250 people) and to enforce social distancing;

**WHEREAS**, on March 13, 2020, President Donald Trump declared a national emergency arising from the Coronavirus (COVID-19);

**WHEREAS**, on March 13, 2020 the Governor of California issued Executive Order N-26-20 providing that, if schools close to address COVID-19, the District will continue to receive state funding to support the District's programs and services specified in the Executive Order, including, but not limited to, providing distance learning or independent study to impacted students and to pay District employees;

**WHEREAS**, school districts have been advised to prepare for school closures resulting from the Coronavirus (COVID-19) outbreak and health officials expect the number of cases to increase;

**WHEREAS**, Article I, section 28, of the California Constitution declares that "[a]ll students and staff of public, primary, elementary, junior high, and senior high school . . . have the inalienable right to attend campuses which are safe, secure and peaceful";

**WHEREAS**, on March 13, 2020, the Board of Education adopted Resolution 71/19-20, "Consideration for Adoption of Resolution 71/19-20 Authorizing Closure and Postponement of School Due to Worldwide Pandemic," postponing classes and student activities between March 16 and April 5, 2020, with classes to resume on April 13, 2020, following Spring Break, absent further Board action;

**WHEREAS**, Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board's powers and duties, and the Board desires to delegate to the District Superintendent/Designee certain powers and duties to address the Coronavirus (COVID-19) pandemic;

**WHEREAS**, Education Code section 17604 authorizes the Board, by a majority vote, to delegate to the District's Superintendent, or to such persons as the Superintendent may designate, the authority to enter into contracts subject to the provision that "no contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until the same shall have been approved or ratified by the Governing Board, the approval or ratification to be evidenced by a motion of the Board duly passed and adopted."

**WHEREAS**, strict compliance with various statutes and regulations could prevent, hinder or delay appropriate actions on the part of the District to prevent and mitigate the effects of COVID-19;

**WHEREAS**, it is imperative for the District to prepare for and implement measures to respond to the potential spread of COVID-19;

**WHEREAS**, it is imperative that the Superintendent/Designee have the tools to ensure the health and safety of students, staff, and families on our campuses and to ensure that student learning continues if student education needs to be conducted from alternate locations or virtual learning environments;

**WHEREAS**, it is imperative that District employees be allowed to take a leave of absence due to being quarantined or staying home after recently returning from Level 3 countries or sick from Coronavirus or illnesses with similar symptoms (e.g., cough, fever, shortness of breath) without suffering pay loss;

**WHEREAS**, the protection of the health and safety and preservation of the lives and property of the people of the State from the effects of natural emergencies such as COVID-19 which may result in conditions of disaster or in extreme peril to life, property, and resources is of paramount State importance requiring the responsible efforts of public and private agencies and individual citizens, and all public employees required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law under Government Code section 3100;

**WHEREAS**, Board Policies 0450 and 3516 authorizes the Superintendent to take all reasonable steps to prevent and/or mitigate the impact of an emergency on District students, staff, and schools, consistent with the District's emergencies and disaster preparedness plan, and the District's comprehensive safety plan;

**WHEREAS**, Board Policy 2210 authorizes the Superintendent to take immediate action that is necessary to avoid any risk to the safety or security of students, staff, or District property and act on behalf of the District in a manner that is consistent with law and other relevant Board Policies;

**WHEREAS**, section 1102 of the Public Contract Code defines "emergency" to mean a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services," and section 21060.3 of the Public Resources Code and California Environmental Quality Act Guidelines, California Code of Regulation, title 14, section 15269(c), defines "emergency" to mean "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services";

**WHEREAS**, under California Public Contract Code section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote, with the approval of the County Superintendent of schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid, and, notwithstanding Public Contract Code section 20114, may authorize the use of day labor or force account;

**WHEREAS**, in October 2010, the California Department of Education issued Management Bulletin No. 2010-09 regarding Child Care and Development Programs such as Head Start and State Pre-School programs providing against loss of funds due to epidemics and other circumstances beyond the District's control if the District adopts a Resolution specifying the dates of the school closure, maintains a detailed list of expenses incurred during the closure, and tracks the loss of both certified and non-certified ADA during the week prior to the closure;

**WHEREAS**, on March 16, 2020, the Contra Costa Health Services issued an Order pursuant to its authority under the California Health and Safety Code Sections 101040 and 120175, directing all individuals currently living within Contra Costa County to shelter at their place of residence to slow the spread of COVID-19 to the maximum extent possible;

**WHEREAS**, Section 2 of the Contra Costa Health Services' Order, permits all individuals currently living within Contra Costa County to leave their residences only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses, as defined in Section 10 of the Contra Costa Health Services' Order;

**WHEREAS**, Section 10(a)(iv) of the Contra Costa Health Services' Order defines "Essential Activities" for which individuals may leave their residence to include, but not be limited to, performing work that provides essential products and services at an Essential Business or to otherwise carry our activities specifically permitted in this Order, including Minimum Basic Operations;

**WHEREAS**, Section 10(d) of the Contra Costa Health Services' Order directs that nothing in the Order prohibits any individual from performing or accessing "Essential Governmental Functions," as determined by the governmental entity performing those functions;

**WHEREAS**, Section 10(d) of the Contra Costa Health Services' Order directs each governmental entity to identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions, so long as it is performed in compliance with Social Distancing Requirements of six-foot distance from any other person to the extent possible;

**WHEREAS**, Section 10(e) of the Contra Costa Health Services' Order defines "Essential Businesses" to include, but not be limited to, educational entities;

**WHEREAS**, Section 10(f)(xi) of the Contra Costa Health Services' Order defines "Essential Businesses" to include, but not be limited to, educational institutions, including public and private K-12 schools for the purposes of facilitating distance learning or performing essential

functions, provided that social-distancing of six-feet per person is maintain to the greatest extent possible;

**WHEREAS**, Section 10(g)(i) of the Contra Costa Health Services' Order defines "Minimum Basic Operations" to include, but not be limited to, the necessary activities to maintain the value of inventory, ensure security, process payroll and employee benefits, or for related functions; and

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** that the Board hereby declares the existence of an ongoing public health emergency within the District arising from the Coronavirus (COVID-19) pandemic.

**BE IT FURTHER RESOLVED AND ORDERED** that the Superintendent/Designee is delegated authority to take all appropriate action to respond to the Coronavirus (COVID-19) pandemic, including, but not limited to, any action:

- A. To ensure and protect the welfare, safety and educational wellbeing of all students including the temporary closure of all District schools from March 16, 2020 through April 10, 2020. In addition, the Superintendent/Designee is authorized to extend the closure of District schools if the Superintendent determines that an extended closure is necessary to protect the health and safety of students, staff or others;
- B. To ensure 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;
- C. To explore and when possible provide necessary staffing, including staffing for "Minimum Basic Operations," and instruction, including but not limited to the relocation of students and staff, continued daily student transportation, continued food service programs, and provision of alternative educational program options, including distance learning;
- D. To modify school and work schedules, including granting leaves of absence with pay to employees due to quarantine or recently returning from level 3 countries or sick from COVID-19 or illnesses with similar symptoms (cough, fever, shortness of breath) or co-habitants of any individuals without any impact to their benefit time pursuant to Education Code sections 44964 and 45199;
- E. To declare an emergency pursuant to Government Code sections 3100, *et seq.*, and to assign District employees (in their capacity as disaster service workers) to perform such disaster service activities as may be assigned to them;
- F. To cancel or modify any activities, programs, or courses, up to and including the closure of the District and any or all of its schools;
- G. To protect District property;



- H. To file the required waivers, if any, needed to ensure ongoing state funding;
- I. To file the required documents, if any, needed to ensure ongoing funding of child care programs such as State Pre-School and Head Start Programs;
- J. To make further declarations of emergency and to take emergency action as required or permitted by law; and
- K. To address the Emergency Conditions described within this Resolution by:
  - a. Delegating the power to the Superintendent or designee(s) to lease or purchase personal property by contract, lease, requisition, or purchase order under an existing contract between a public agency to the extent it is determined to be in the best interest of the District, subject to Board review and ratification within sixty (60) days of entering into the contract. No contract made pursuant to this delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until the contract is approved or ratified by the Board, evidenced by a motion of the Board duly passed and adopted.
  - b. Executing contracts related, but not limited, to technology as may be necessary to address the emergency subject to Board review and ratification within sixty (60) days of entering into the contract. No contract made pursuant to this delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until the contract is approved or ratified by the Board, evidenced by a motion of the Board duly passed and adopted.
- L. To otherwise continue the performance of Essential Governmental Functions.

**BE IT FURTHER RESOLVED AND ORDERED** that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

**BE IT FURTHER RESOLVED AND ORDERED** that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and pupils thereof. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

**PASSED AND ADOPTED** by the Board of Trustees of the San Ramon Valley Unified School District, Danville, California at a public meeting thereof duly called and held on March 24, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

I, Greg Marvel, Board President of the Board of Trustees of the San Ramon Valley Unified School District, do hereby certify that the foregoing is a full and correct copy of a Resolution adopted by the Board at a duly called and conducted meeting held on March 24, 2020.

\_\_\_\_\_  
Greg Marvel  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Rick Schmitt  
Secretary of the Board of Education

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

3/24/20  
Page 19 of 137  
Item 10.2

**DATE:** March 24, 2020

**TOPIC:** CONSIDERATION OF ACCEPTANCE OF THE INDEPENDENT  
FINANCIAL AUDIT OF THE BUILDING FUND FOR THE GENERAL  
OBLIGATION BOND MEASURE D ELECTION OF 2012 FOR THE 2018-  
19 FISCAL YEAR ENDING JUNE 30, 2019

---

**DISCUSSION:**

In accordance with Education Code section 41020, the District has contracted with Eide Bailly, LLC, an accountancy corporation licensed by the State Board of Accountancy, for an audit of the Building Fund for the General Obligation Bonds Measure D Election of 2012.

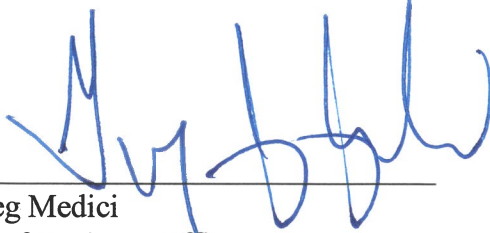
The Audit Report has been filed with the County Superintendent of Schools, the State Department of Education and the Office of the State Controller. Copies of the audit were distributed to Board members only. Interested parties may view the report at the front desk of the District Office, or may obtain copies of the audit from the Office of the Chief Business Officer, 699 Old Orchard Drive, Danville, CA 94526.


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**RECOMMENDATION:**

Due to the cancellation of the Facilities Oversight Advisory Committee meeting last week, FOAC will review at their next meeting. However, the District's Administration recommend acceptance of the 2018-19 Annual Audit Report of the Building Fund for the General Obligation Bond Measure D Election 2012.

**BUDGET IMPLICATIONS:** N/A

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

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

10.2

Item Number

**DATE:** March 24, 2020

**TOPIC:** CONSIDERATION OF ACCEPTANCE OF THE 2019 PARCEL TAX  
OVERSIGHT COMMITTEE REPORT

---

**DISCUSSION:** In May 2015, community voters within the San Ramon Valley Unified School District approved the Local Education Funding Renewal Measure thereby extending the annual parcel tax assessment of \$144 for additional nine years. This local funding generates approximately \$6,800,000 net revenue per fiscal year.

The Board of Education pursuant to the voter initiative, appointed an independent Community Oversight Committee known as the Parcel Tax Oversight Committee (PTOC). The purpose of the PTOC is to provide oversight to ensure the funds are used to support the programs and services identified in the ballot measure. The PTOC will monitor the expenditures of these funds by the District and will report on an annual basis to the Board and community.


The following are the current members of the PTOC: Aparna Madireddi, Sujata Millick, Scott Reider, Scott Roberts, Nancy Chen, Bryan Gesicki, Bridgit Pelley, Mark Rasiah and Valerie Williams. The members whose terms will expire at the conclusion of this annual report and are welcomed to submit an application for a second term are Aparna Madireddi, Sujata Millick, Scott Reider, and Scott Roberts. We very much appreciate the work of all the members of the committee.

---

**RECOMMENDATION:** The Parcel Tax Oversight Committee and staff recommend acceptance of the 2018-19 report.

**BUDGET IMPLICATIONS:** None

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

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

# SRVUSD PARCEL TAX 2018-2019 ANNUAL REPORT

Parcel Tax Oversight Committee

March 24, 2020

# Parcel Tax Oversight Committee Members

- ▶ Nancy Chen
- ▶ Bryan Gesicki
- ▶ Mark Rasiah
- ▶ Valerie Williams
- ▶ Aparna Madireddi
- ▶ Sujata Millick
- ▶ Scott Reider
- ▶ Scott Roberts
- ▶ Bridgit Pelley
- ▶ Greg Medici - SRVUSD Staff Assisting the PTOC
- ▶ Mark Jewett - SRVUSD Board Member Liaison



## Why Do We Need a Parcel Tax?

- ▶ State revenues for schools, although “guaranteed” by Proposition 98, are subject to significant fluctuations due to economic conditions.
- ▶ Parcel taxes have been approved across the state to help districts protect core programs and provide additional educational opportunities as approved by the local community.

# Background Information About the Parcel Tax

- ▶ From 2008-09 through 2012-13, school district revenues were subject to deficits that grew to over 20%, severely limiting districts' ability to continue a broad range of educational opportunities.
- ▶ SRVUSD voters approved Measure C in 2009 to offset some of that loss.
- ▶ Although the recovering economy has restored some of the school district's purchasing power, when the Local Control Funding Formula target is reached, purchasing power will approximately equal 2008-09 levels.
- ▶ At that time, the parcel tax will continue to be an important revenue source to protect core services.

## History of SRVUSD Parcel Tax

- ▶ Measure C approved in 2009 for seven years authorized \$144 tax per parcel.
- ▶ Measure C expired on June 30, 2016.
- ▶ Measure A was approved by the voters in 2015 to extend the \$144 tax per parcel for nine years.
- ▶ The parcel tax generated \$6,833,845 for the 2018-2019 fiscal year.

## Measure A Ballot language specifies:

SRVUSD has been fortunate to receive generous support from the community since 2004. This renewal measure will continue to protect academic excellence in our schools.

### ▶ Parcel Tax Funds Will Authorized to Fund:

- ▶ Core academic programs in reading, writing, math and science;
- ▶ Advanced Placement courses and other programs to prepare all students for success in college and careers;
- ▶ Ongoing teacher training and development to attract and retain teachers;
- ▶ Career and technical training programs.

### ▶ Parcel Tax Funds Will Not:

- ▶ Pay for Administrators' salaries

## Measure A Specifies a PTOC

### Parcel Tax Oversight Committee Responsibilities:

- ▶ Provide oversight for the SRVUSD School Board on the expenditures funded by the parcel tax in order to ensure that the funds are spent for the purpose approved by the voters.
- ▶ Monitor the expenditures of the parcel tax by the District and will report on an annual basis to the Board and community on how the parcel tax funds have been spent.

Source: SRVUSD Resolution 02/09-10

## PTOC Committee Review Process

- ▶ Committee members were presented with 2018-2019 financial records detailing all parcel taxes received and expenditures made in accordance with voter authorization.
- ▶ State accounting procedures provide resource accounting codes (required to be used by all school districts) to track both revenues received and expenditures associated with those revenues.
- ▶ The SRVUSD financial system provides referenced documentation for every deposit and expenditure made throughout the fiscal year.

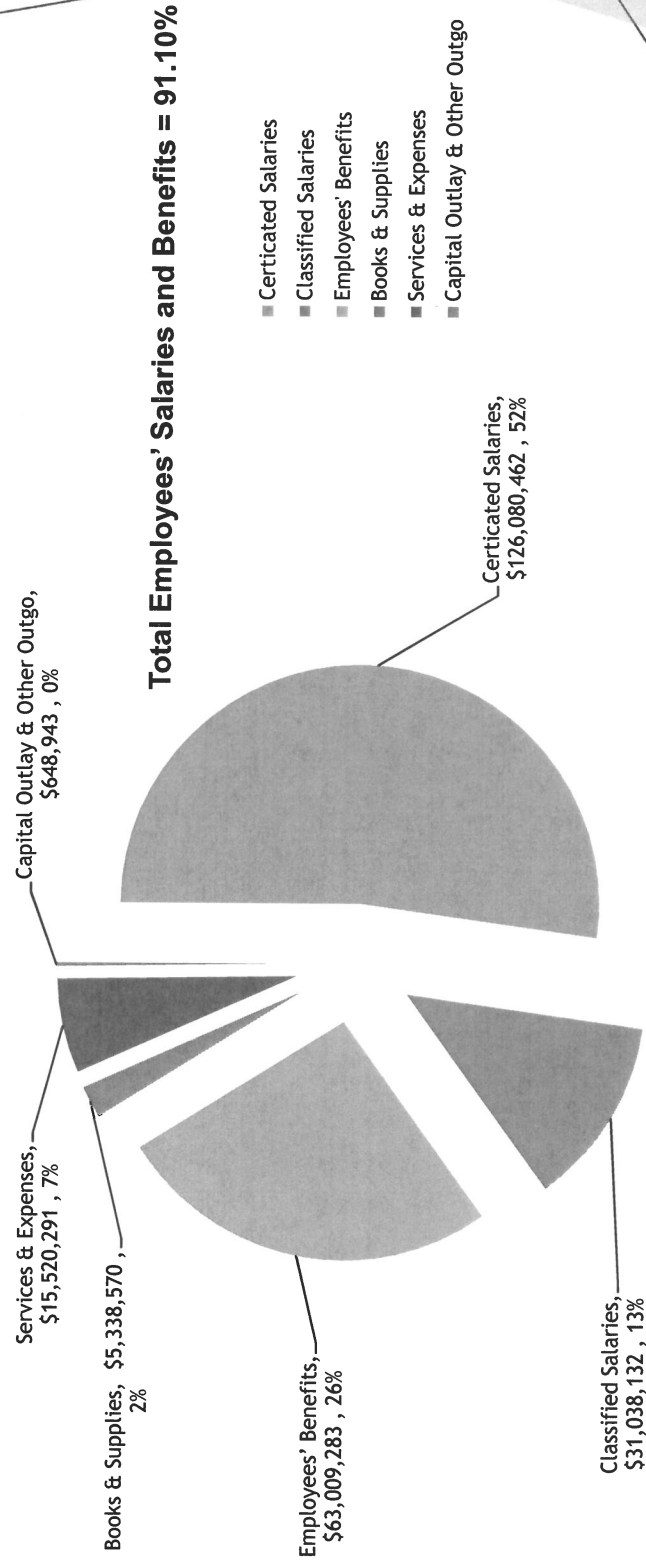


## PTOC Committee Review Process

- ▶ Committee members reviewed the financial reports in detail as well as associated analyses prepared by the business department.
- ▶ In addition, the committee was presented with information from the County Tax Collector/Treasurer on the status of the number of homeowners requesting exemptions, delinquencies, and adjustments, which provided additional assurance that the amount received by the District was in line with the amount budgeted and spent in 2018-2019.
- ▶ Further reconciliation as to the net received by the District was provided by the Office of the Auditor-Controller of Contra Costa. The gross amount received is reduced by the collections fees charged per parcel by the County and any refunds issued. Total deducted for 2018-2019 was \$40,859.

# Salaries and Benefits Represent 91.10% of Total Unrestricted Expenditures

**Total Unrestricted Expenditures = \$241,635,681**



## The Parcel Tax Funded 2.83% of Unrestricted Expenditures

# Use of Parcel Tax Funds

- ▶ In 2018-19 SRVUSD received \$6,833,845 in parcel tax revenue
- ▶ These revenues funded 68.31 FTE classroom teachers (salaries and benefits) using the following account codes:

Code (Resource 0701)	Description	Elementary School	Middle School	High School	Total
1111	Salary	\$ 2,404,857	\$ 1,109,436	\$ 1,456,776	\$ 4,971,070
3101	STRS	\$ 357,818	\$ 180,507	\$ 272,956	\$ 811,281
3201	PERS	\$ -	\$ 12,803	\$ -	\$ 12,803
3301	Social Security	\$ -	\$ 4,277	\$ -	\$ 4,277
3311	MediCare	\$ 32,412	\$ 17,521	\$ 24,865	\$ 74,798
3401/3901	Health/CIL	\$ 339,117	\$ 193,821	\$ 336,306	\$ 869,244
3501	SUI	\$ 1,127	\$ 605	\$ 860	\$ 2,593
3601	Workers' Comp	\$ 38,015	\$ 20,415	\$ 29,349	\$ 87,780
	<b>Total</b>	<b>\$ 3,173,347</b>	<b>\$ 1,539,385</b>	<b>\$ 2,121,113</b>	<b>\$ 6,833,845</b>
	Classroom FTEs	30.51	16.73	21.06	68.31
	Percent	46.44%	22.53%	31.04%	100.00%

## Conclusion

Based on the PTOC's analysis of the District's audited 2018-19 financials, the PTOC concludes that the parcel tax funds were spent within the purpose of the parcel tax measure for the 2018-19 fiscal year and that no administrative salaries were funded with these revenues.

# San Ramon Valley Unified School District

699 Old Orchard Drive, Danville, California, 94526

3/24/20

Page 33 of 137

Item 10.4

**DATE:** March 24, 2020

**TOPIC:** PUBLIC DISCLOSURE OF THE MAJOR PROVISIONS OF THE 2019-22 SAN RAMON VALLEY EDUCATION ASSOCIATION (SRVEA) AGREEMENT 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 SRVEA 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.

---

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

**BUDGET IMPLICATIONS:** Ongoing salary increase of 2.56% effective July 1, 2019, total 2019-20 budget impact of \$4,163,519. A 0.5% increase to the last cell of the teacher salary schedule, resulting in an additional annual budget impact of \$12,573 effective January 1, 2021. However this will be offset by cash-in-lieu of health premiums capped at \$464 per month.

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

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

10.4

Item Number

**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

3/20/2020  
Date

[Signature]  
Chief Business Official

MARCH 18, 2020  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 3/24/20, took action to approve the proposed agreement.

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

\_\_\_\_\_  
Date



**SUMMARY OF TENTATIVE AGREEMENT**

**WITH** SRVEA **BARGAINING UNIT**  
**OF THE** San Ramon Valley Unified **SCHOOL DISTRICT**

To be acted upon by the Governing Board at its meeting on 3/24/20.

**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** \_\_\_\_\_ **Classified** CSEA settled, SEIU not stld

**The proposed agreement covers the following period:** 2019/2020

**COMPENSATION:**

**Proposed percentage increase in proposed agreement:** 2.56%

**Current year total cost increase for:** **Salaries:** \$3,416,217

**Statutory Benefits:** \$747,302

**Health & Welfare:** 0

**OTHER PROVISIONS**

**Other Compensation: (off schedule stipends, bonuses, etc.)**

A .5% increase will be applied to the last cell of the teacher salary schedule as of 1/1/2021. This increase will result in additional cost of \$12,573 annually. Offsetting this increase, Cash-in-Lieu of health premiums will be capped at the current rate of \$464 per month, resulting in reduction on the latest MYP of \$96,009 for the FY20/21.

**Non-Compensation: (Class Size Reduction, Teacher Prep Time, etc.)**

**TOTAL COST OF COMPENSATION INCREASE** \$ 4,163,518

**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:**

One-time reserves in the current year. LCFF unrestricted general fund revenues in future years.

**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 SRVEA agreement along with all other budget obligations. 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, increased use of in-house buses, and specific budget reductions currently being developed.



PRINT

RESET



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

**DATE: March 24, 2020**

**TOPIC: CONSIDERATION OF APPROVAL OF A TENTATIVE AGREEMENT  
BETWEEN THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
AND THE SAN RAMON VALLEY EDUCATION ASSOCIATION  
(SRVEA) FOR A SUCCESSOR AGREEMENT FOR THE PERIOD JULY  
1, 2019 THROUGH JUNE 30, 2022**

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**DISCUSSION:**

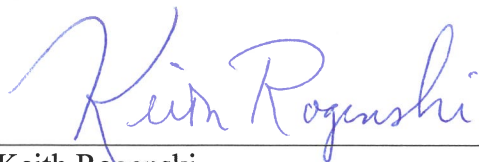
The proposed tentative agreement presented is a result of collective bargaining between the San Ramon Valley Unified School District and the San Ramon Valley Education Association (SRVEA) for a successor agreement for the period of July 1, 2019 through June 30, 2022. Following the public hearing to disclose the tentative agreement between the San Ramon Valley Unified School District and SRVEA and the AB 1200 document, the Board may take action on the proposed agreement.

**RECOMMENDATION:**

Approve the tentative agreement between the San Ramon Valley Unified School District and the San Ramon Valley Education Association (SRVEA) for a successor agreement for the period of July 1, 2019 through June 30, 2022.

**BUDGET IMPLICATIONS:**

The cost of the agreement as required by AB 1200 and AB 2756 was presented earlier in the agenda.



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Keith Rogenski  
Assistant Superintendent  
Human Resources



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Rick Schmitt  
Superintendent

Item Number

10.5

**COMPREHENSIVE TENTATIVE AGREEMENT**  
**between**  
**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
**AND SAN RAMON VALLEY EDUCATION ASSOCIATION**  
**March 9, 2020**

This agreement between the District and the Association reflects the agreed upon terms for a successor collective bargaining agreement, effective July 1, 2019, as set forth below.

The provisions of the 7/1/16 to 6/30/19 negotiated agreement shall remain in full force and effect except as follows:

Attached Tentative Agreements signed on March 9, 2020 as follows:

Article VII: Employee Rights  
Article XI: Hours of Employment  
Article XIII: Reassignment, Assignment and Transfer  
Article XX: Salaries  
Article XXI: Health & Welfare Benefits  
Article XXIX: Completion of Agreement  
Article XXXI: Duration

Attached MOUs signed on March 9, 2020 related to Schools and Communities First Initiative, and Final Expenditure of Bridge Funding (Article XIV Class Size).

Tentative agreement reached on the following:

- Article IV (Non Discrimination) As per tentative agreement reached on October 22, 2019.
- Article V (Association Rights) As per tentative agreement reached on October 11, 2019.
- Article VIII (Employee Resignation) As per tentative agreement on November 1, 2019.
- Article IX (Organizational Security) As per tentative agreement on October 11, 2019.
- Article XV (Leaves) As per tentative agreement on October 22, 2019.
- Article XXIV (Peer Assistance and Review (PAR)) As per tentative agreement on November 1, 2019.
- New Article- Personal and Academic Freedom As per tentative agreement on November 13, 2019.

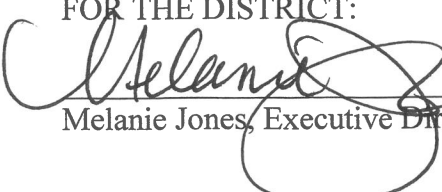
The parties agree to postpone negotiations related to SRVEA's proposal on MOU related to impacts and effects of restructuring of the Alternative Education program, Secondary Personal Learning Initiatives (PLIs), and Summer School. Article II Recognition will be status quo.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Laura Finco, Chief Negotiator

3/9/2020

FOR THE DISTRICT:

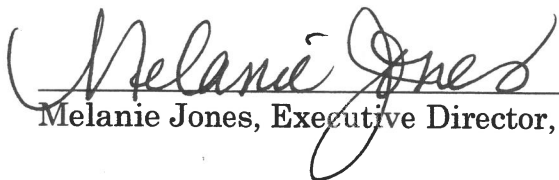
  
\_\_\_\_\_  
Melanie Jones, Executive Director HR

3/9/2020

**SRVEA Counter Proposal #1**  
**Article IV – Non-Discrimination**  
**October 22, 2019**

Article IV will be included in the successor CBA as follows:

- A. Regarding the administration of the provisions of this Agreement, neither the District nor the Association shall discriminate against any officer or employee of the District in violation of the law; on the basis of **actual or perceived** race, color, religious creed, age, sex, ancestry, national origin, **political affiliation**, marital status, **pregnancy**, physical **disability**, ~~or~~ ~~and~~ mental disability ~~handicap~~, medical condition, **gender, gender identity, gender expression**, veteran status, ~~actual or perceived~~ sexual orientation, or membership or participation in the legitimate activities of a recognized employee organization.
  
- B. A member of the bargaining unit may file a grievance under the agreement's grievance procedure alleging a violation of applicable federal and state statutes covering illegal discrimination in employment.

  
\_\_\_\_\_  
Melanie Jones, Executive Director, HR

  
\_\_\_\_\_  
Laura Finco, Lead Negotiator

10/22/19  
\_\_\_\_\_  
Date

10/22/19  
\_\_\_\_\_  
Date

San Ramon Valley Education Association

Proposal #1

October 11, 2019

ARTICLE V

ASSOCIATION RIGHTS

- A. The Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, mail service, and the right to use institutional facilities at reasonable times unless such access or use violates applicable federal law.
- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that the principal or site manager has been notified and that there is no interruption of the students' instructional program.
- ~~C. The District shall, upon request, provide the Association with a list by November 1st, of all unit member's names, addresses, phone numbers and work stations. An update upon written request, shall be provided by March 1. Use of the list shall be restricted to Association business.~~
- ~~D.~~C The first (1st) and second (2nd) Mondays of each month, following the student day, shall be set aside as Association days with no District activities on those days. Exceptions shall be for ***Conference Week and*** when vacation days fall on those Mondays and then for those times only, Association days shall be the third (3rd) or fourth (4th) Monday. By October 1st each year unless mutually agreed to otherwise, the Association shall submit to the District a calendar with all Association days marked. In no case shall there be more than two reserved Association days per month.
- ~~E.~~D Upon request, the District shall notify the Association of all current committees. The District shall also notify the Association of the development of any new District committees throughout the year. The Association ~~may~~ ***will appoint*** employee representatives for any district committees. ~~If the Association nominee is not appointed, a designated administration representative shall discuss with an Association representative the reasons, therefore.~~
- E. ***Pursuant to the requirements of AB 119, the following definitions and procedures will apply regarding the Associations' access to new employee orientations and unit employee personal contact information:***

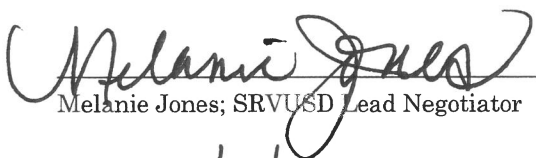
***Bold, italicized and underlined indicates proposed additions. Strikethrough indicates proposed deletions -- SRVEA Proposal #1***

1. Access to New Employee Orientations/Inservices

- a. For purposes of this article, a “New Employee Orientation” is a meeting during non-instructional time between a new employee(s) in a position represented by the Association and an Association representative(s) that is held before or after the start of each school year.
- b. Before the start of each school year, the District shall provide a New Employee Inservice for all newly hired certified employees represented by the Association. At the New Employee Inservice, the Association representatives shall have the right to meet with all new unit members. The District shall provide the president of the Association the date, time, and location of the New Employee Inservice, and electronically (in spreadsheet or database format), the full name and work location of the new hires. The Association is entitled to invite its endorsed vendors and CTA staff to its meeting with the new hires and shall have access to District audio visual equipment during this time. The District shall not have a management or supervisory employee in attendance during the Association’s meeting with the new employees unless their attendance is requested or permitted by the Association.
- c. When a new certificated employee represented by the Association is hired after the start of a school year, the District shall provide the president of the Association, electronically, the date, time, and location of the orientation with the new employee, his/her full name, position, FTE, and work location prior to the orientation. The electronic notification will be sent within 72 hours upon scheduling the orientation with the new employee. The Association shall have the right to meet with the new unit member at the orientation or may schedule an alternative time to meet. The District shall not have a management or supervisory employee in attendance during the Association’s meeting with the new employees unless their attendance is requested or permitted by the Association.

2. Unit Employee Personal Contact Information

- a. The District shall provide the president of the Association, electronically (in spreadsheet or database format), with the name, home address (if in the district's possession), work telephone, home and cellular telephone numbers (if in the district's possession), work site, date of hire, FTE, credential and employment status of any newly hired unit employee no later than thirty (30) calendar days after the first day of paid service.
- b. The District shall provide the president of the Association, electronically (in spreadsheet or database format), with the name, home address (if in the district's possession), work telephone, home and cellular telephone numbers (if in the district's possession), work site, date of hire, FTE, credential, employment status, indication of unit members who are on an unpaid leave of absence, and indication of whether the District deducts dues for Association membership for all unit personnel on or about the end of each August, December, and April.

  
\_\_\_\_\_  
Melanie Jones; SRVUSD Lead Negotiator

10/11/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Laura Finco; SRVEA Lead Negotiator

10/11/19  
\_\_\_\_\_  
Date

Counter Proposal #3 to SRVEA  
Article VII- Employee Rights  
March 9, 2020

Article VII shall be included in the CBA as follows:

- A. All employees shall have the right to become members and participate in legitimate activities of employee organizations. Conversely, all employees shall have the right not to become members or not to participate in such organizational activities.

**B. TEMPORARY UNIT MEMBERS**

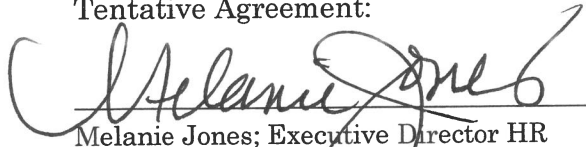
- a. Bargaining unit members classified as “temporary” employees and the District shall have all rights and benefits provided them under the California Education Code 44918 and 44954. Those rights shall hereby be incorporated into this Agreement.
- b. By November of each school year, the District shall balance and adjust the number of bargaining unit members classified as “temporary: to conform to the number of bargaining unit members who are on leave of absence and/or who are categorically-funded. The District will provide the Association President with a current list of temporary unit members, temporary unit members who are converted to probationary status, and probationary unit members who are converted to permanent status by the end of November.
- c. Reemployment of Temporary Unit Members
- i. Temporary unit members may be reemployed in a certificated position at their school site by the District for the subsequent year.
  - ii. To be eligible for reemployment, a temporary unit member must be recommended for reemployment by the appropriate school site principal or district administrator while classified as a “temporary” employee.
  - iii. The Human Resources Department will reemploy and assign the temporary unit member to his/her school site if a position at the site exists for which the unit member is appropriately credentialed. Such reemployment shall not conflict with other applicable provisions of the California Education Code.
  - iv. Temporary unit members interested in pursuing employment for the subsequent school year at a site(s) other than that to which he/she is assigned and classified as a “temporary” may apply for such position(s) using the contractually prescribed procedure.
  - v. Consistent with Education Code Section 44920, any unit member employed for at least 75% of the days of a school year while classified as a “temporary” employee, shall if reemployed for the following school year in a vacant position requiring certification,

Counter Proposal #3 to SRVEA  
Article VII- Employee Rights  
March 9, 2020

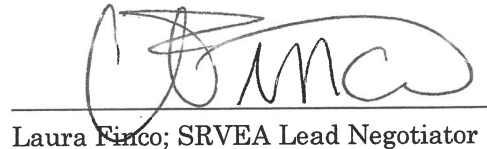
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be classified as a probationary employee and the previous year's employment as a temporary employee shall be deemed one (1) year's employment for the purpose of acquiring permanent status.

Tentative Agreement:

  
Melanie Jones; Executive Director HR

3/9/2020  
Date

  
Laura Finco; SRVEA Lead Negotiator

3/9/2020  
Date



Counter Proposal to SRVEA  
Article VIII- Employee Resignation  
October 22, 2019

10:48 am  
10/22/2019

3/24/20

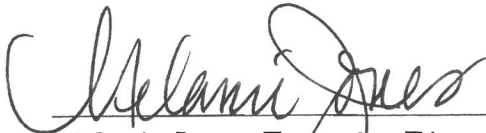
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Article VIII will be included in the successor CBA as follows:

- A. Employees shall notify the Superintendent/designee in writing of their intent to resign as soon as the employee makes such a decision. Upon employee notice of intent to resign, the District may provide the employee a mutually agreed upon resignation form.
- B. Such offer to resign during a contract year may be accepted by the Superintendent/designee. The employee's resignation and its effective date shall only become final when a letter is received by the employee from the Superintendent/designee stating that the resignation is accepted or until accepted by action of the Board, whichever occurs earlier.
- C. The Board shall ratify the effective date of the resignation in accordance with California law.
- ~~D. The board may decide not to rehire a probationary employee at the end of his/her first year and give written notice of its decision to the employee at any time during the year. If the Board does not give written notice, the employee shall be rehired for the following year. (Education Code 44929.21).~~
- D. The Board shall notify the employee, on or before March 15 of the employee's second complete consecutive school year of employment by the district in a position or positions requiring certification qualifications, of the decision to reelect or not reelect the employee for the next succeeding school year to the position. In the event that the governing board does not give notice pursuant to this section on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21)**
- ~~E. The Board may decide not to rehire a probationary employee at the end of his/her second consecutive year and give written notice to the employee on or before March 15. If the Board does not give written notice on or before March 15, the employee shall be rehired for the following year. (Education Code 44929.21) 15.1.3.3.~~
- ~~F. In the above provisions (Article XIII.D/E), a non reelected probationary educator may voluntarily resign. Employees who have reached designation as Probationary 2 educators, following voluntary resignation, may apply for and interview for positions at a different school site. If hired, the employee agrees to post date their resignation~~

**Counter Proposal to SRVEA**  
**Article VIII- Employee Resignation**  
**October 22, 2019**

~~letter which states that if they continue to receive "unsatisfactory" evaluations for a third year, they will waive their right to permanent status.~~

  
\_\_\_\_\_  
Melanie Jones; Executive Director, HR  
Negotiator

\_\_\_\_\_  
10/1/19  
Date

  
\_\_\_\_\_  
Laura Finco; SRVEA Lead

\_\_\_\_\_  
10/1/2019  
Date

**Initial Proposal to SRVEA  
Article IX – Organizational Security  
October 11, 2019**

3/24/20  
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Item 10.5

Article IX will be included in the successor CBA as follows:

**A. Association Membership**

- 1. The Association certifies that it has and will maintain individual employee authorizations for payroll deduction of Association dues. (*renumber from here*)**
- 2. ~~The District shall deduct from the pay of Association members and pay to the Association unified membership dues, initiation fees, and general assessments as voluntarily authorized in writing by the employee on the District form. All current employees who are members of the Association shall continue to have Association dues and fees deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.~~**

**The Association shall provide the District with written notification of all new employees for whom Association dues and fees are to be withheld via payroll deduction.**

- 2. The District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the Association member each month for eleven (11) months. Deductions for employees who join the Association after the commencement of the school year shall be prorated to complete payments by the end of the school year.**
- 3. ~~Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.~~**
- 4. ~~The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing no less than fifteen (15) calendar days after submission. Upon written notification by the Association, the District shall initiate or discontinue the deduction of Association dues and fees for an employee effective with the payroll cycle following the first payroll cutoff date after receipt of notification from the Association.~~**

**B. Service Fee**

~~1. Any member of the negotiating unit who is not a member of the Association shall authorize payroll deduction or make payment to the Association in the same manner as a member does, a service fee equivalent to unified membership dues, initiation fees and general assessments.~~

~~2. In the event a non-Association unit member does not authorize payroll deduction of the service fee or make payment directly to the Association, the District, upon written request from the Association, shall begin payroll deduction of the service fee in the manner set forth above in section A. of this Article. The written request from the Association must include verification from the Association that it has, in writing, informed the non-Association member of his/her options regarding the religious objection, as provided for in section C. of this Article, and the methods of payment of the service fee.~~

~~C. Religious Objection~~

~~1. If any employee who is a member of a religious body whose traditional tenets or teaching include objecting to joining or financially supporting employee organizations objects to payment of a service fee, s/he shall contribute an amount equal to the service fee to one of the following nonreligious, non-labor charitable organizations exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~a. American Cancer Society~~
- ~~b. Children's Hospital of Northern California — Oakland~~
- ~~c. American Heart Association — Contra Costa County Chapter~~
- ~~d. San Ramon Valley Education Foundation~~

~~2. Proof of payment and a written statement of objection along with verifiable evidence of their membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the District as a condition of continued exemption from joining or financially supporting the Association. The Association shall be provided a copy of the proof of payment.~~

~~3. Any employee who pays a charitable contribution as provided in section C.1. of this Article; and who requests arbitration shall pay the reasonable cost of arbitration.~~

*(reletter from here)*

D. The Association shall provide any information needed by the District to fulfill the provisions of this Article.

- E. ~~The Association shall have the exclusive right to legally compromise the payment of membership dues, fees, assessments or service fees provided for in this Article. The District shall not initiate or file an action in court to enforce agency shop without the expressed written agreement of the Association.~~
- F. The Association agrees to pay the reasonable costs, including attorneys' fees, of defending or initiating action to enforce this ~~provision~~ **Article** and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall not settle or compromise any claim without prior approval of the Association.

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones  
Executive Director, Human Resources

  
\_\_\_\_\_  
Laura Finco  
Lead Negotiator, SRVEA

10/11/19  
\_\_\_\_\_  
Date

10/11/19  
\_\_\_\_\_  
Date

Article XI shall be included in the CBA as follows:

A. Length of the Workday

1. The length of the workday for employees including lunch, brunch, preparation time, recess, passing time, travel time between assignments, and time required before and after school is seven (7) hours.
2. The length of the workday for employees teaching at a school with a block schedule including lunch, brunch, preparation time, recess, passing time, travel time between assignments, and time required before and after school is an average of seven (7) hours for ten days over a two week period.
3. There shall be no involuntary split assignment. A copy of the Teaching Split Assignment Memorandum of Understanding is included in Appendix D.
4. a) If a classroom teacher's assignment includes both high school and middle school, then a full-time contract will be given for five periods of instruction.  
  
b) If any classroom teacher works at two (2) or more sites on the same day, the teacher will be compensated at the negotiated hourly rate for additional time spent over and above his/her contracted FTE. This time will include: 15 minutes before and after their assignment at each site, instructional time, travel time between the sites, prep time, a 30 minute duty free lunch and passing time.

The affected site administrators and the employee will meet collaboratively to determine the employee's responsibilities at each site in regards to: back to school night, staff development days, open house, staff meetings and adjunct duties.

Mileage reimbursement between the employee's first site and subsequent assignments will be allowed according to Article XX, Section I.

Teachers who are working in the above assignments will meet with their site administrators or designee ~~Human Resources Department~~ or designee by September 15<sup>th</sup> ~~the tenth (10th) day of class.~~ of each year to review assignment and compensation.

Counter Proposal #3 to SRVEA  
Article XI- Hours of Employment  
March 9, 2020

5. For special program reasons, a bargaining unit member may be given an assignment in excess of 1.0 full time equivalent if it is mutually agreeable with the bargaining unit member, District, and Association. The bargaining unit member will be paid the assigned full time equivalent in excess of 1.0. It is understood that assignments in excess of 1.0 full time equivalent shall be temporary and will be avoided, if possible. The assignment in excess of 1.0 shall continue to be posted.
6. In addition to their regular assignment, transitional kindergarten and kindergarten bargaining unit members shall assist, other transitional kindergarten, kindergarten or primary bargaining unit members, as directed by the principal, for a maximum of sixty (60) minutes per day.
  - a. Due to varying TK and K schedules at each site the affected unit members and the principal will meet before the school year begins to determine the manner in which such assistance will be provided.
  - b. TK and K bargaining unit members shall receive comparable preparation time as other elementary bargaining unit members.
7. Elementary school, middle school and alternative education employees shall be present at the school site for at least fifteen (15) minutes prior to the beginning of the instructional day and remain for fifteen (15) minutes following the end of the instructional day. Comprehensive high school bargaining unit members may adjust the fifteen (15) minute before and after school requirement to fulfill the contracted seven hour work day and accommodate the "A" period and ~~mandatory~~ six (6) period day.
8. Employees shall be available on a reasonable basis to meet with parents or guardians to discuss their student's needs
9. Every employee shall have a duty-free lunchtime per day of at least thirty (30) consecutive minutes.

B. Meetings

1. The administrator/designee may call mandatory staff, collaboration, department, and student team meetings (SST, 504, IEP) as needed.
2. Staff meetings shall not exceed one (1) hour per week unless reasonable notice is given to the employees that the meeting will last longer. Attendance beyond one (1) hour will be on a voluntary basis. Bargaining

**Counter Proposal #3 to SRVEA**  
**Article XI- Hours of Employment**  
**March 9, 2020**

- unit members who want to leave after one (1) hour shall give the principal prior notice of that intent.
3. The total of all mandatory meetings outside the bargaining unit member's 7-hour workday shall not exceed six (6) hours per month.
  4. Any time spent in meetings as described in B.1 that are mandatory and extend beyond the 7-hour workday will be credited toward the maximum 6 hours of mandatory meetings per month.
  5. If the total of all mandatory meetings outside the seven (7) hour workday, as described in B.1 and B.2 exceeds six (6) hours per month, the bargaining unit member may be compensated at the established  
  
hourly service rate for the time beyond the six (6) hours of mandatory meetings.
  6. On days when class schedules exceed the 7-hour workday, bargaining unit members who are required to attend a mandatory meeting as defined in B.1 will receive credit toward the 6 hours of mandatory meetings for the amount of time beyond the 7-hour workday and the start/end of the meeting.
  7. Bargaining unit members will have input into meeting agendas and the adjusted school schedules for collaboration time.
  8. Part-time employees, other than job share employees, who are not able to attend a meeting set forth in B.1 due to personal hardship may be excused from attendance if prior approval is granted by the principal. The principal's approval shall not be withheld unreasonably. Any part-time employee who is excused from a meeting set forth in B.1. is responsible for the content of and any directives issued at that meeting.
  9. If two employees job share, at least one of the two must attend the meetings set forth in B.1. Both are responsible for the content of and any directives issued at those meetings.
  10. Bargaining unit members working less than 1.0 FTE are required to attend staff development days at the same percent of their contracted hours; i.e., if the bargaining unit member is .50 FTE, the bargaining unit member is to attend .50 of staff development days. The bargaining unit member and the site administrator must mutually



agree on the staff development plan that meets the attendance requirement of the bargaining unit member's contracted FTE.

If agreed to by both parties, the bargaining unit member who works less than 1.0 FTE may attend staff development days beyond the required hours of their full time equivalent. Attendance at staff development days beyond the bargaining unit member's FTE will be mutually agreed upon between the bargaining unit member and their site administrator prior to the first staff development day. If mutually agreed to, the additional time over the bargaining unit member's contracted FTE will be paid at the negotiated hourly rate of pay.

11. Curriculum work shall be on a voluntary basis unless scheduled during the normal workday or as part of scheduled staff or department meetings in B.1.

#### C. Adjunct Duties and Supervision

1. In addition to the length of the workday as described in A. above, the principal may assign employees to student supervision on an equitable and reasonable basis. The principal shall solicit input from and work jointly with SRVEA site leadership employees to determine which student activities require supervision and how those supervisions will be assigned. Every attempt will be made to finalize the list of student activities that require supervision in a school year by the end of the prior school year. The assignment to student supervision shall be written and posted at the school site and a copy of the posting shall be given to each bargaining unit member.
2. Employees shall participate in "Back to School Night" and "Open House." No staff meetings shall be held on these days. Bargaining unit members shall be able to leave the school site at the end of the instructional day.

**Adjunct Duties are identified as activities that occur outside the established work day, vary by site and may include the following:**

- a. Sporting events
- b. Leadership or committee work (District or Site)
- c. Co-curricular activities (i.e. math night)
- d. Extra-curricular activities (i.e. dances and fairs.)

**Service as a representative to SRVEA Rep Council will constitute an adjunct duty for one(1) unit member per site except at the comprehensive high schools which shall have two (2) per site.**

3. At the high school level, second semester activities may be developed when dates are determined. These second semester adjunct duties may be selected by teachers at the beginning of the year with specific dates to be determined at a later date.
4. The process of establishing adjunct duty assignments will be completed within the first month of the school year.
5. The principal shall solicit input from and work jointly with SRVEA site leadership to determine additional duties to be considered adjunct duties.
6. Activities for which a unit member receives compensation, either through pay or release time, shall not be considered adjunct duties.
7. Supervision duties are defined as duties that occur within the workday for the purpose of student safety (i.e. yard duty). Such duties will be assigned on a reasonable and equitable basis.

D. Preparation Time

1. Bargaining unit members shall be provided with preparation time. Preparation time shall be used for planning, preparation, and conferences with pupils, parents, other teachers or administrators and activities that do not require teacher student supervision. An employee may also be used as a substitute for another employee in cases of emergency. The assignment to substitute for another employee shall be on a reasonable and equitable basis. Payment for such substituting shall be made at the negotiated hourly rate.
2. Preparation time shall be provided as follows:
  - a. Elementary classroom bargaining unit members in self-contained regular and special education classrooms and prep teachers shall be provided the equivalent of three (3) 50 minute preparation periods per five-day week for a total equivalent of 150 minutes per a five-day week. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

The principal shall solicit input and work jointly with elementary bargaining unit members prior to determining the program to be taught during bargaining unit members' preparation time. The determination shall remain in effect for three school years unless staffing needs require a change for the school year subject to the availability of qualified staff. In the event that qualified staff is not available, the above consultation process shall be initiated.

In addition to the above, elementary unit members shall be provided one additional 50 minute preparation period per week within the assigned workday and outside the instructional day. This additional preparation period shall be used for individual and grade level planning at the discretion of unit members and shall not be used for staff meetings.

In order to accomplish the above and to comply with state mandated instructional minutes, 900 annual instructional minutes shall be permanently added to 4<sup>th</sup> and 5<sup>th</sup> grade instructional day at all elementary schools. Site administration and at least one representative from both fourth and fifth grades will work together to determine how the 900 annual instructional minutes will be added to the instructional day.

- b. Middle school and high school classroom bargaining unit members shall have one instructional period per day, or the equivalent thereof, scheduled as preparation time.
- c. Non-classroom bargaining unit members' preparation time does not need to be taken in the same increments as a classroom teacher.
- d. There are some circumstances where the scheduled preparation time may of necessity be eliminated or modified. This shall be limited to: 1) emergencies such a fire or similar crisis necessitating evacuation of the building, the closing of school, or modification of the schedule; 2) a daily schedule adjustment that provides a partial schedule on one day and the remaining schedule on another day such as has been the practice at middle and high schools on final schedules, conference days, and minimum days.
- e. In order to economically provide for large group instruction as a form of elementary preparation relief, one certificated bargaining unit member and one or more paraprofessionals may be assigned responsibility for the instruction of a group of students. In any case,

**Counter Proposal #3 to SRVEA  
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March 9, 2020**

the adult-to-student ratio shall not exceed 1:34 and the elementary certificated bargaining unit member in large group situations shall have no more than 102 students to be responsible for during any one period of time. This practice shall not be expanded for any other purpose and constitutes the only exception to the bar against diversion of bargaining unit work.

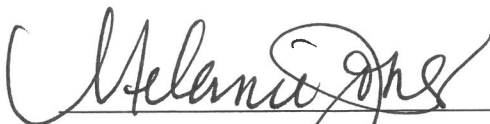
3. In the event that an attempt has been made to get a substitute teacher through the automated substitute calling system, and no substitute is available, teachers may substitute on their preparation period for an absent teacher. Principals will first ask volunteers to serve as the substitute.

The principal or designee will identify volunteers who wish to substitute during their preparation period. A list of these volunteers will be kept by the principal or designee. When an emergency arises requiring a teacher to substitute during his/her preparation period, the principal/designee will ask for volunteers from the list on an equitable rotational basis.

Names, dates and hours of substitute time will be maintained in the school office by the principal/designee and submitted to Human Resources by the 15<sup>th</sup> of each month on a form provided by Human Resources. Payment will be made on the 10<sup>th</sup> of the month following the receipt of the list of teachers in Human Resources. Compensatory time off may not be substituted for pay.

Teachers substituting on their preparation period will be paid the negotiated hourly rate. A double-period block will be considered as two hours.

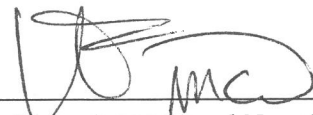
**Tentative Agreement:**



Melanie Jones; Executive Director, HR

3/9/2020

Date



Laura Finco; SRVEA Lead Negotiator

3/9/2020

Date

Article XIII shall be included in the CBA as follows:

A. Assignment

1. All bargaining unit members will be notified, in writing, of their tentative teaching assignment (grade, level, course titles) no later than ten (10) working days prior to the end of the school year.
2. Employees will be notified of any subsequent changes in their tentative assignments as soon as possible.

B. Reassignment

1. Reassignment is a movement of personnel to a different position within the same school or facility, i.e., different grade, level or course title from the previous term or tentative assignment, within the same school or facility. Reassignment also includes movement of personnel to different schools within the same multi-school program.
2. A principal may reassign an employee to a different position within the same school or facility. Special Programs administrators responsible for multi-school programs may reassign employees depending on program needs. These employees should be notified of reassignment as early as possible.
3. If a vacancy occurs in any of the following positions - psychologist, counselor, teacher librarians, school nurse, or teacher on special assignment - it must be posted as a vacancy and not filled by reassigning another employee from a different position at the same site. This does not prevent the reassignment of employees within multi-school programs.
4. An employee may request a reassignment to a different position within the same school. It is the principal's discretion to grant or deny this request.

5. Involuntary Reassignment:

- a) An involuntary reassignment may be implemented if necessary, to meet the educationally related needs of the site or based on personnel issues.
  - b) The following provisions shall apply to involuntary reassignments due to changes in staffing needs:
    - i. All qualified bargaining unit members at the site will be notified in writing of the opportunity to voluntarily apply for a position/opening prior to the implementation of an involuntary reassignment.
    - ii. Involuntary reassignment will be made only after a meeting occurs between the bargaining unit member and the site or program administrator and a representative of the Association is present at the meeting.
    - iii. A bargaining unit member shall not be involuntarily reassigned with less than two (2) days notice.
5. 6. If the employee does not agree with a reassignment and requests a conference, a conference will be held with the site/program administrator and employee to discuss reasons for and alternatives to the reassignment.
6. 7. If, following the conference, the employee still does not agree with the reassignment, the employee shall notify the site/program administrator in writing within five (5) working days after the conference.
7. 8. If, following this notification, the employee is still to be considered for reassignment, the administrator shall so notify the affected employee and the Association in writing of the specific reasons s/he is being reassigned.
8. 9. Following such notification and upon written request by the employee, the Assistant Superintendent, Human Resources (or designee) shall confer with both parties, and a conferee if either desires, concerning the proposed reassignment. The Assistant Superintendent Human Resources (or designee) shall render a decision within twenty (20) working days after the conference. This decision shall be in writing and shall include the specific reasons for the reassignment.
9. 10. Within seven (7) working days of receipt of the decision by the Assistant Superintendent (or designee), the employee may appeal the administrative decision to the Superintendent. The appeal shall be in writing and shall set forth the reasons for appeal.

~~10.11.~~ Within ten (10) working days of receipt of the appeal, the Superintendent shall review the summaries and the decision of the Assistant Superintendent and shall notify the employee, in writing, of the final decision.

~~11.12.~~ This procedure shall apply to all substantive decisions relating to reassignments. An employee who is the subject of a reassignment may use the grievance procedure to challenge only alleged procedural violations of this Article.

13. If an involuntary reassignment requires moving classroom possessions or custodial services, the District shall provide packing materials and custodial services to assist in relocation necessitated by the reassignment.

14. Unit members subject to involuntary reassignment which necessitates a classroom location change, will be provided one (1) release day or compensated with a one-time \$150 stipend for packing and moving.

C. Transfer

1. Transfer is a movement of personnel from one school or site to another school or site except in multi-school programs as described in Reassignment (B.2.).

2. District-Initiated Transfer: A District-initiated transfer is any transfer which is not voluntary. No District-initiated transfer shall be made unless the employee's qualifications and experience are appropriate to the position.

a. District-Initiated Transfer Due To Enrollment/Program Changes

1) If the District determines that a transfer(s) is necessary because of enrollment/program changes at a school, the employee(s) at that school and the association shall be notified of the number of employees to be transferred.

2) After such notices are given, the site administrator shall request volunteer(s) for the transfer(s). The volunteer must be appropriately credentialed to relieve the overstaffing in the affected program. Such volunteers shall

be considered District-initiated transfers for purposes of placement.

- 3) If, after requesting a volunteer, the District determines that it is necessary to transfer an employee involuntarily, the employee at the affected site with the least seniority (years of certificated service in the District as determined by service that meets the requirement for salary schedule advancement as defined in Article XX, Salaries) shall be transferred unless there is a compelling educational reason for bypassing the least senior employee. Seniority order between employees with equivalent seniority shall be determined by lottery.

- 4) If, prior to the start of the school year, a position opens at the school from which the involuntary transfer took place, the involuntarily transferred employee must be given the option to return prior to posting the position provided that the involuntarily transferred employee is properly credentialed. This opening must be in the curricular area/department of prior assignment.

b. District-Initiated Transfer For Reasons Other Than Enrollment/Program Changes

- 1) A District-initiated transfer for reasons other than enrollment/program changes may be made for compelling educational reasons. The determination of the placement of the employee who is the subject of a District-initiated transfer for reasons other than over-staffing shall be made by the Assistant Superintendent of Human Resources (or designee) after consultation with the appropriate site administrator, the employee, and the employee's representative if requested by the employee.
- 2) Notification of a District-initiated transfer for reasons other than program/enrollment changes to be effective for the beginning of the school year must be received by the affected employee on or before the last day of school unless the affected employee and the District agree to a later notification date.



c. The Procedure For Implementing a District-Initiated Transfer Shall Be As Follows:

- 1) The employee and the Association shall be notified in writing of the intent to transfer.
- 2) The administrator initiating the transfer shall arrange a conference with the employee and discuss the reasons for transfer.
- 3) If the employee is still to be considered for transfer after this conference, the administrator shall notify the affected employee in writing of the specific reasons s/he is being transferred.
- 4) If, following the notification, the employee is still to be considered for transfer, the administrator shall so notify the affected employee and the Association in writing of the specific reasons s/he is being transferred.
- 5) Upon written request by the employee, the Assistant Superintendent, Human Resources (or designee), shall confer with both parties, and a conferee if either desires, concerning the proposed District-initiated transfer. The Assistant Superintendent Human Resources (or designee), shall render a decision within twenty (20) working days after the conference. This decision shall be in writing and shall include the specific reasons for the transfer.
- 6) Within seven (7) working days of receipt of the decision by the Assistant Superintendent, Human Resources (or designee), the employee may appeal the administrative decision to the Superintendent. The appeal shall be in writing and shall set forth the reasons for appeal.
- 7) Within ten (10) working days of receipt of the appeal, the Superintendent shall review the summaries and the decision of the Assistant Superintendent (or designee) and shall notify the employee, in writing, of the decision, which shall be final.
- 8) This procedure shall apply to all substantive decisions relating to District-initiated transfer. An employee who

who is the subject of a District-initiated transfer may use the grievance procedure to challenge only alleged procedural violations of this Article.

**9). If the District-initiated transfer requires moving classroom possessions or custodial services, the District shall provide packing materials and custodial services to assist in relocation necessitated by the transfer.**

**10). Unit members subject to District initiated transfer which necessitates a classroom location change, will be provided two (2) release days or compensated a one-time \$300 stipend for packing and relocating.**

d. Permanent employees who are the subject of a District-initiated transfer shall not be evaluated during the first year of their new assignment unless their most recent summary evaluation was designated unsatisfactory.

3. **Employee-Initiated Transfer**

a. An employee-initiated transfer is any transfer initiated at the request of the employee to be placed on the transfer list; employees teaching in positions requiring CLAD authorization must possess or be in the process of possessing CLAD authorization.

b. Transfer lists will be developed to identify employees who wish to be contacted by Human Resources or site/program administrators in the event of a posted vacancy. Bargaining unit members on the transfer list are encouraged to provide supplemental information for the specific vacancies for which they are applying.

1) Transfer List: A permanent or probationary employee, or a temporary employee who has completed a minimum of one full year of service, may apply to be placed on the Transfer List by submitting a Transfer List Request Form and a Transfer Application Form to the Certificated Human Resources Office between March 1 and March 31. Employees will thus be placed on the Transfer List, and will be notified by the Human Resources Department or

site/program administrators regarding vacancies appropriate to their stated preference.

- 2) After submitting the forms to be on a Transfer List, the employee may arrange for a meeting with the Assistant Superintendent, Human Resources (or designee), for the purpose of discussing the type of position desired and the possibilities for transfer.
  - 3) After the school year begins, between the first day of school and September 30, employees on the Transfer List will be sent written notice giving them the opportunity to remain on the Transfer List through December 31 of that school year, or to be removed from the list. Employees will be given a deadline date to respond, approximately two weeks after the date of the notice. After the designated deadline, only those employees designating that they wish to remain on the list will be automatically contacted for appropriate vacancies through December 31 of that school year.
- c. An employee not on a Transfer List may apply for any posted vacancy and will be considered if the request is received during the posting period, or prior to the start of the interview process if between July 1 and the first day of the following school year.
  - d. If, after the school year has started, the District determines that a transfer will have an adverse effect on the program, the effective date of the transfer may be delayed, but in no event will it be later than the beginning of the following school year. A temporary employee must be assigned to the open position in the interim. If the employee does not agree with the delay of the effective date, s/he shall be entitled to the appeal provisions of the District-initiated transfer provision in this Article.
  - e. If an arbitrator rules that an employee other than the employee who was selected by the District should have been selected for a particular vacancy, then that employee shall not be placed in the vacancy at issue any sooner than the beginning of the school year which follows the date of the arbitrator's decision. However, the parties may mutually agree to an earlier date for placing that employee.

D. Posting Vacancies

1. For purposes of this Article, a vacancy is defined as a position that is one of the following:
  - a. An opening created by an addition to the number of current positions in the District.
  - b. An opening created by the resignation or retirement of an employee, unless the District determines not to fill the position.
  - c. An opening created by an employee going on leave of absence for a minimum of one semester.
  - d. Positions filled by temporary employees shall be considered vacancies for the sole purpose of placing District-initiated transfers. However, as of the last bargaining unit member work day of the school year, any position for which a temporary employee has received a contract shall not be considered a vacancy for the following school year.
2. If a vacancy occurs in any of the following positions - psychologist, counselor, teacher librarian, school nurse, or teacher on special assignment - it must be posted as a vacancy and not filled by reassigning another employee from a different position at the same site. This does not prevent the reassignment of employees within multi-school programs.
3. The completed posting for each vacant position shall include a detailed description of the job duties and qualifications which the District determines are essential for the vacant position and for which the applicant must have the proper credentials and appropriate experience. The posting may also include a list of program/site specific expectations.
4. The posting form for each vacant position shall be posted at the Education Center, on the District website and at each school site where school is in session for at least five (5) days following the date of announcement. The position shall be filled only after the fifth (5th) day. Electronic copies of vacancy lists shall be sent to the President of the Association.

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**March 9, 2020**

5. After July 1 and continuing until the first work day of the school year, vacant positions for the current school year shall be posted for two (2) days following the date of announcement. The position shall be filled only after the second (2<sup>nd</sup>) day.

**E. Application for Posted Vacancies**

1. Applications for posted vacancies shall be made by completing the Transfer Request Form and returning it to the Human Resources Office within the posted time.
2. Bargaining unit members on the transfer list are encouraged to provide supplemental information for the specific vacancies for which they are applying. Examples may include: a cover letter, resume and letters of recommendation.

**F. Filling Vacancies**

1. Before filling vacancies, the following shall occur:
  - a. District-initiated transfers shall be placed first in filling vacancies. Vacancies will not be posted until known District-initiated transfers have been placed.
  - b. Permanent/Probationary bargaining unit members returning from leave of absence.
    - 1) If the bargaining unit member notifies the District in writing of his/her return for the pending school year by February 15, s/he shall be reinstated to a position which is comparable to his/her previous position.
    - 2) If the bargaining unit member notifies the District in writing of his/her return for the pending school year after February 15, s/he may not necessarily be reinstated to a position which is comparable to his/her previous position.
  - c. Temporary bargaining unit members who have served 75% or more of the days school was in session, E.C. 44918), and who are not subject to release, may fill vacant positions at their current site.

- d. Categorically and externally funded bargaining unit members who have served 75% or more of the days school was in session have rights to a district-funded open position at their current site in the specific courses the unit members are currently teaching, if properly credentialed.
2. Subject to the requirement in 3. Below, the filling of vacancies shall occur in the following sequence:
  - a. Probationary or permanent applicants from either the Transfer List or bargaining unit members' transfer requests. Requests for specific openings must be submitted prior to the start of the interview process for that position.
  - b. Temporary bargaining unit members who have served 75% or more of the days school was in session (E.C. 44918), and who are not subject to release, from other sites.
  - c. Categorically and externally funded bargaining unit members from other sites who have served 75% or more of the days school is in session.
3. After April 15 before the school year in which a transfer is to become effective, unit members requesting transfers to another position shall receive the same consideration for a vacancy as other qualified applicants for the position (Education Code 35036).
4. Subject to the requirement in 3. above, if only one qualified probationary/permanent employee, or temporary employee who has reemployment rights has completed a minimum of one (1) full year of service, applies for transfer to a vacant position, and the position offers the FTE to which the employee is entitled as set forth in the completed posting form, then that employee shall be transferred to the vacant position.
5. Subject to the requirement in 3. Above, if more than one (1) qualified employee applies for transfer to a vacant position, the principal or program supervisor shall interview all such employees. The Assistant Superintendent, Human Resources (or designee) shall fill vacant positions based on the following criteria:
  - a. Grade level, subject, field and position for which the employee is best suited by qualifications and experience, and

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- b. Seniority (years of certificated service in the District as determined by service that meets the requirements for salary schedule advancement as defined in Article XX, Salaries) when the above factors are equal.
6. Categorically or externally funded bargaining unit members will be moved to district funded positions that open during the school year at their site provided the openings are in the same specific courses that categorically or externally funded unit members are currently teaching. This change in funding will be for the same FTE as the unit member is currently working. (For example, a .600 FTE categorically or externally funded position will be changed to a .600 FTE district funded position).
7. Subject to the requirement in 3. Above outside candidates will not be interviewed for a specific vacancy unless no internal candidate who has the necessary qualifications and experience as set forth in the completed position form, applies.
8. The Assistant Superintendent, Human Resources (or designee) shall notify each applicant in writing when a decision regarding his/her application has been made. Upon request of the employee, s/he shall be given specific reasons in writing for being denied the position.
9. If, after the school year has started, the District determines that a transfer will have an adverse effect on the program, the effective date of the transfer may be delayed, but in no event will it be delayed later than the beginning of the following school year. A temporary employee must be assigned to the open position in the interim. If the employee does not agree with the delay of the effective date, s/he shall be entitled to the appeal provisions of the District-initiated transfer provision in this Article.
10. If an arbitrator rules that an employee other than the employee who was selected by the District should have been selected for a particular vacancy, then that employee shall not be placed in the vacancy at issue any sooner than the beginning of the school year which follows the date of the arbitrator's decision. However, the parties may mutually agree to an earlier date for placing that employee.

**G. Bargaining Unit Members on Special Assignment (TSA)**

1. SRVEA and District representatives will meet annually to discuss anticipated TSA positions for the following year. When TSA positions become available, they will be posted and open to all bargaining unit

members. The selection panel for these positions will include SRVEA and District members.

When a bargaining unit member accepts a position as a TSA, his/her former position will be posted. For up to two years the TSA will have the right to return to his/her home school. After two years the TSA will be guaranteed a position for which he/she is qualified in the District.

New TSAs will be evaluated during the first year of their assignment.

2. A bargaining unit member released for a period or more at the site with site controlled funds will not be considered a bargaining unit member on Special Assignment. These positions do not require district posting; however, all certificated bargaining unit members at the site must have the opportunity to apply according to a site-developed application process.

#### H. Independent Studies Program

Any full-time independent studies program shall have preliminary staff assigned prior to the end of the school year for the following year ~~at the beginning of the year~~ based on projected end of first month enrollment. Vacancies among staff shall be posted as required by this Article. After 25% of the school year has elapsed, new staff (not presently contracted) may be assigned to full-time independent study programs without posting the position if the total number of students in the District has not increased. Such new staff do not have the right to any permanent positions because they will not have served 75% of the year.

#### I. Opening of a New School or Reconfiguring an Existing School

Prior to posting or filling a vacancy created by the opening of a new school or reconfiguring a school (e.g., moving Sixth Grade to Middle School), the District and the Association agree to negotiate the process by which the vacancies shall be filled. If the parties are unable to agree in a timely manner on the process for filling of the vacancies, then the filling of the vacancies shall be governed by the preceding sections of this Article.

#### J. Committee on Assignments

A Committee on Assignments shall be established to evaluate and approve applications from bargaining unit members to teach outside of the bargaining unit member's credential authorizations as authorized by law. This committee



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shall be comprised of an equal number of bargaining unit members and administrators. The bargaining unit members and their terms shall be selected in a manner determined by SRVEA.

Every effort shall be made to schedule Committee on Assignments meetings during the regular work hours of the bargaining unit members. In the event that committee meetings are scheduled outside of such regular work hours, bargaining unit members shall be paid at the extra duty pay rate for bargaining unit members, or, if they should so elect, they shall be granted compensatory time off to be taken in half day increments at the bargaining unit member's discretion.

SRVEA does not waive its right to pursue remedies in any appropriate arena in the event that the District miss-assigns members of the bargaining unit.

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones, Executive Director, HR

3/9/2020  
Date

  
\_\_\_\_\_  
Laura Finco, SRVEA Lead Negotiator

3/9/2020  
Date

Article XV shall be included in the CBA as follows:

F. Bereavement Leave

- ~~1. In the event of death in the immediate family of an employee, three (3) days of bereavement leave with pay shall be granted. Two (2) additional days with pay shall be granted if travel in excess of 300 miles one way is required.~~
- ~~2.~~ **1.** Members of the immediate family for purposes of this Section shall be the spouse, domestic partner, son, daughter, **foster son/daughter, adopted son/daughter**, mother, father, grandmother, grandfather, sister, brother, niece, **uncle, aunt**, nephew, grandchild or any person living in the immediate household of the employee. "Step" relatives, in-laws and domestic partner relatives in the above categories are included for purposes of this Section. (Renumbered current #2)
2. In the event of death in the immediate family of an employee, three (3) days of bereavement leave with pay shall be granted. Two (2) additional days with pay shall be granted if travel in excess of 300 miles one way is required. (Renumbered current #1)
- ~~1. A unit member shall be granted bereavement leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this article. Five (5) days bereavement leave shall be granted to any unit member for the death of a current spouse, registered domestic partner, mother, father or child.~~
- ~~2. Death of other immediate family members shall be for three (3) days, unless travel of more than two hundred (200) miles is required, in such case, the length of the leave shall be five (5) days.~~
3. **In Under special extenuating circumstances, up to (7) seven ten (10) days additional bereavement leave for individuals covered under F.2 may be granted by the Assistant Superintendent, Human Resources or designee.**
4. **Personal Necessity leave to attend the funeral of individuals not covered in F.1, may be granted by the Assistant Superintendent, Human Resources or designee.**

- ~~5. If additional time is needed, personal necessity leave may be used.~~
- ~~6. Immediate family shall be defined as follows: mother, mother in law, stepmother, father, father in law, stepfather, spouse, registered domestic partner, son, son inlaw, stepson, godson daughter, daughter in law, stepdaughter, goddaughter, brother, brother in law, stepbrother, sister, sister in law, stepsister, foster child, grandparent, grandchild, legal guardian or ward, niece, nephew, aunt or uncle, or first cousin of the unit member or spouse, or any person living in the immediate household of the unit member.~~
- ~~7. Leave may be granted to the unit member by the Assistant Superintendent/Human Resources for any individual not listed herein.~~

  
Melanie Jones, Executive Director, HR

10/22/19  
Date

  
Laura Finco, Lead Negotiator

10/22/19  
Date

**Article XX shall be included in the CBA as follows:**

A. The District and SRVEA agree to total compensation modifications as follows:

**Effective July 1, 2019, the District will provide an ongoing increase of two and fifty-six hundredths percent (2.56%), of which two and one half percent (2.5%) shall be applied as a base increase to all SRVEA salary schedules and six hundredths percent (.06%) shall be contributed to the SRVEA Retiree Benefits Plan and Trust.**

1. School Nurses/Health Educators shall have their annual work year increased from 186 days to 191 days, and their salary schedule shall be proportionately adjusted, effective July 1, 2018. Nurses will receive an annual 5% stipend of their annual base salary, distributed in equal installments throughout the fiscal year, effective July 1, 2018.
2. Speech and Language Pathologists (SLPs) shall have their annual work year increased from 186 days to 191 days, and they will be compensated on a Speech Language Pathologist salary schedule which is derived from the School Psychologist salary schedule, prorated down to 191 annual work days, effective July 1, 2018.
3. SRVTIP stipends shall be increased to \$1,500 for support providers working with one (1) inductee and \$3,300 for support providers working with two (2) inductees, effective July 1, 2018.
4. Effective July 1, 2008: Pay the cost of required licenses for Speech Therapists and Nurses.
5. All bargaining unit members will have a \$100,000 term insurance policy as opposed to a decreasing term policy. Due to IRS regulations, this new insurance policy will have minimum tax implications. Insurance over \$50,000 must be reported as income. Bargaining unit members may decline this increase in policy.

**6. Effective January 1, 2021, the highest cell on each SRVEA salary schedule will be increased by one-half percent (0.5%).**

B. For the duration of this Agreement, employees shall be placed on the salary schedule according to their academic qualifications as follows:

- Column A Employees with a BA degree
- Column B Employees with a BA degree plus 15 semester units
- Column C Employees with a BA degree plus 30 semester units
- Column D Employees with a BA degree plus 45 semester units
- Column E Employees with a BA degree plus 60 semester units
- Column F Employees with a BA degree plus 75 semester units

C. 1. For initial placement on the schedule, the units required shall be earned after the date of the bachelor's degree regardless of whether or not the units were necessary for the degree. Only upper division or graduate units from accredited colleges and universities in the United States or from foreign colleges and universities accepted as transfer credit in one of the accredited United States colleges or universities shall be allowable for initial salary placement. Lower division courses if required for a credential or meets the following criteria may be allowed.

a) Effective July 1, 2020, lower division classes from an accredited college (including community colleges) may be taken for credit toward the advancement on the salary schedule for three (3) reasons: provided they meet the following criteria:

- (1) to they strengthen an immediate teaching skill or technique;
- (2) to the member gains new knowledge in an instructional area in which the teacher will she/he may be required to teach at a future time; and
- (3) to take the classes which are is not offered in upper division;
- (4) the course is relevant to the member's current or future teaching assignment.

b) A unit member is limited to three (3) lower division units for every 15 units toward a column change.

c) Newly completed course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resources Department.

- d) **Application for course approval may be submitted to the Human Resources Department by a unit member on an individual basis or by a district manager on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.**

2. Initial salary schedule placement shall be based upon units verified by official transcripts submitted to the Human Resources Office no later than October 30 for employees hired as of the first day of school. Employees hired after the first day of school must submit official transcripts within forty-five (45) calendar days of their start date. Exceptions to transcript submission deadlines may be granted by the Human Resources Administrator when special circumstances exist.

D. After initial placement on the salary schedule, the requirements of the Professional Growth Article shall be met for all course work or other professional activities intended to advance an employee on the salary schedule.

E. Employees shall be placed on the proper step in each column according to their teaching experience. Years of experience for placement on the proper step shall be computed as follows:

1. All experience within the District shall be credited on a 1:1 basis.
2. Employees shall only be given salary credit for a year of experience if both of the following conditions are met:
  - a. The employee's contract(s) from the first work day through last work day included seventy-five percent (75%) of the days in the employee work year as defined in Article XII, Calendar, and;
  - b. The employee actually worked on seventy-five percent (75%) of the work days for which he/she was contracted.
  - c. **Employees on an approved medical, parental or Family Medical Leave Act (FMLA) leave of absence may advance a step on the salary schedule the year following the leave, provided they work at least sixty (60%) of their regular contracted work days during the year of the leave. This provision shall be available one time only during a unit member's employment with the District.**

F. **Effective July 1, 2020, for initial placement of employees hired for the 2020-2021 school year, a maximum of seven (7) eight (8) years out-of-District teaching experience may be granted; effective July 1, 2021, for the**

2021-22 school year, a maximum of nine (9) years out of District experience may be granted; and, effective July 1, 2022, for the 2022-23 school year, a maximum of ten (10) years out of District experience may be granted, if the individual possessed a valid teaching credential while rendering such service. The type of previous experience allowable shall be full-time in a public, private, or military school. "On-call" substitute experience is not allowable. Credit shall be allowed only when the individual has worked under contract for seventy-five percent (75%) or more of the school year. Vocational Education Instructors shall be placed on the schedule according to previous related experience.

a. Effective July 1, 2020, relevant private sector experience shall be considered for initial placement on the salary schedule for Speech/Language Pathologists, School Psychologists, Social Workers, and School Nurses as follows:

Effective July 1, 2020, for initial placement of employees hired for the 2020-21 school year, a maximum of one (1) year private sector experience credit may be granted; effective July 1, 2021 for the 2021-22 school year a maximum of two (2) years private sector experience credit may be granted; effective July 1, 2022, for the 2022-23 school year, a maximum of three (3) years private sector experience credit may be granted. Thereafter, one (1) additional year of private sector experience may be granted each year for the following school years; 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29 and 2029-30 for a maximum of ten (10) years private sector experience may be granted.

G. Column placement of employees shall be made at the beginning of the fiscal year based on all professional growth units approved at that time. Reclassification on a current contract on the basis of professional growth units which have been completed by the start of school that same year shall be made if the provisions of Salary Credit for Professional Growth have been met.

H. Payroll Warrants

I. Distribution of Salary Warrants:

a. Bank Deposit: Employees may elect to have warrants deposited directly to any bank of their choice. The Payroll Department shall be notified of the choice of this option by the 10th of the month prior to its commencement.

- b. Mail: Employees may have warrants mailed to their home or to the bank. To exercise this option, addressed, stamped envelopes shall be provided by the employee to the District Payroll Department.
  - c. Work Location: All employees not electing bank or mail deposit shall receive their warrants at the location where the employee works. Employees with more than one (1) work location should identify one (1) of their work locations as the place to receive their warrants.
  - d. For employees whose school is closed on a payday during the year due to summer, winter, or spring recess, warrants may be picked up at the Education Center or an addressed, stamped envelope may be left with the Payroll Department. June and July warrants may be deposited to a bank if notice is received by June 10. Cancellation (of automatic deposits) must be made prior to August 10 to prevent continued deposit.
2. Warrants shall be released on the last working day of each month for all regular employees, except for the December warrant, which shall be released on the first work day of January. Extra pay assignment warrants are released on the 10th of the month or the last working day prior to the 10th if the 10th falls on a weekend or holiday. Warrants are not available until after 1:00 p.m. on the day they are released.

#### I. Mileage

Employees assigned by the District to more than one (1) job location may be required to use their own automobiles in the performance of their duties. They shall be reimbursed at the current IRS allowable per mile amount for non-fully depreciated vehicles. Such reimbursement shall only be for distances covered between the employee's first assignment and subsequent assignments. Employees who cannot travel on a school bus for medical reasons shall be reimbursed at the above rate when they accompany students on field trips or outdoor education trips in their own automobile.

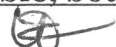
#### J. Stipends

##### 1. National Board Certification/Master's/Doctoral Stipends

- a. ~~Bargaining unit members who earn National Board Certification in their specific fields will be eligible to receive an amount equal to the Master's stipend. Bargaining unit members will be paid~~



~~such stipend(s) each year (if applicable, both Masters and National Board Certification).~~

- a. Effective July 1, 2019 the stipend for Master's degree, Doctoral degree and National Board Certification shall be 5.13% of C1 on the Credentialed Teacher's Salary Schedule.
- b. Bargaining unit members will be paid such stipend(s) each year (if applicable, both Masters and National Board Certification). 

c. All Master Teacher stipends received from the university/college will be paid by the District to the Master Teacher.

## 2. Outdoor Education

- a. Bargaining unit members who volunteer for an Outdoor Educational program which includes overnight supervision of students shall be paid a stipend equal to the day-to-day substitute rate.
- b. Actual and necessary expenses shall be paid in accordance with District policy.
- c. Normally, District transportation shall be provided by school buses. In the event a bargaining unit member presents a statement from his/her physician that travel in a school bus is medically not recommended, the District shall pay mileage at the rate approved by District policy.

## 3. Fourth and Fifth Grade Stipends

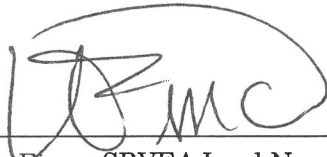
- a. ~~The district agrees to provide each site \$300 per 4<sup>th</sup> and 5<sup>th</sup> grade bargaining unit member FTE per year for additional support for these bargaining unit members for group and/or individual activities related to curriculum development, assessment, and student/parent/bargaining unit member communications. This allocation may be used for substitute release time or extra hourly bargaining unit member stipend. It is expected that bargaining unit members will remain on site for these activities unless pre-approved by the principal.~~

Counter Proposal #4 to SRVEA  
Article XX- Salaries  
March 9, 2020

- b. ~~The 4<sup>th</sup> and 5<sup>th</sup> grade bargaining unit members and the principal will develop a plan by September 30<sup>th</sup> for the use of these funds. Plans for the use of this allocation should be communicated to the entire school site staff, and a written copy forwarded to the Assistant Superintendent, Human Resources and President of SRVEA.~~
  
- e. ~~If the District reduces or eliminates the K-3 Class Size Reduction Program, then the level of support for 4<sup>th</sup> and 5<sup>th</sup> grade bargaining unit members will be renegotiated.~~

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones; Executive Director, HR

  
\_\_\_\_\_  
Laura Finco; SRVEA Lead Negotiator

3/9/2020  
\_\_\_\_\_  
Date

3/9/2020  
\_\_\_\_\_  
Date

Article XXI will be included in the successor CBA as follows:

A. Eligibility

1. Full time employees shall be eligible for health and welfare benefits.
2. Employees who are employed for .500 FTE shall be eligible to participate on a pro-rata basis in District-offered health, dental, vision, and life insurance plans.
3. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children. Domestic partners and their dependent children may participate on a pro-rata basis in District offered health, dental, and vision insurance plans.
4. Retirees' domestic partners and their children are not eligible for coverage unless the domestic partnership commenced prior to the retirement of the employee.

B. Plans negotiated for employees shall not contain requirements of membership in the Association.

C. The District shall pay for current benefits in the same proportion as each employee is to full-time equivalent status. The benefit package shall include Kaiser and at least one non-Kaiser option, as well as dental coverage, vision care, mental health coverage, and term life insurance. The specific plans shall be those agreed to between the Association and the District. Each employee shall be notified annually of the plans which are available.

**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 within fifteen (15) calendar days of the notification.**

D. Benefit Cap

Health and Welfare Benefits: The District shall fully cover **full-time** employees who select the Kaiser benefit package.

For health plans other than Kaiser, employee contributions will be based on **the difference between the Kaiser tiered rate and the tiered rate of**

the non-Kaiser plan, or if available, a cost sharing model reflecting tiered rates, ~~Beginning October 1, 2002, tiered rates will be based on the difference between the \$9,000 benefit cap and the Kaiser composite rate.~~

E. Cash In-Lieu of Medical, Dental and Vision Coverage

1. Beginning January 1, 2021, benefits-eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in-lieu of medical, dental, and vision coverage in the amount of four hundred sixty-four dollars (\$464) per month on a pro-rated basis. ~~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.
  2. Benefits-eligible employees may enroll in the District-paid standard term-life insurance plan.
- F. After enrollment, contributions for the employee shall make the employee eligible for coverage commencing the month following initial employment date.
- G. Employees on District-paid leave shall continue to receive benefits from District contributions as specified in C. above.
- H. Employees on sabbatical leave shall continue to receive benefits from District contributions in the same ratio as they receive salary during the term of the sabbatical leave.
- I. Employees on approved unpaid leaves or Professional Development Leave may elect to continue health and welfare benefits as allowed by the provisions of the plans in force in the District. Such employees shall pay the premium for continued coverage on a month-to-month basis. Failure to pay the premium within thirty (30) days of the due date may result in loss of benefit coverage.

J. Duration of Benefits

Employees completing a full-year contract shall receive health and welfare benefits for twelve (12) months. Employees completing less than a full year will receive benefits for a pro-rated period based upon the number of days in paid status for that year.

K. 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 months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit 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.

L. Application and Terms

1. 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 Domestic Partner Affidavit and provide the required documentation.
2. 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

Counter Proposal #3 to SRVEA  
Article XXI- Health & Welfare Benefits  
March 9, 2020

- and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.
3. 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 Form W-2. The District must pay all applicable employer taxes on these amounts and ensure adequate withholding.
  4. The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal or state law.
  5. 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.

M. Termination

1. 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 domestic partner dies.
  - c. One domestic partner marries.
  - d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education or health shall not constitute the cessation of common residence.
2. 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 XXI 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

Counter Proposal #3 to SRVEA  
Article XXI- Health & Welfare Benefits  
March 9, 2020

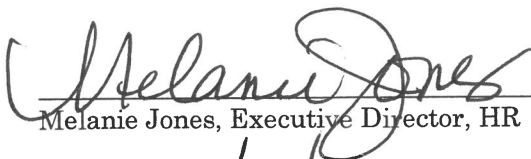
the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

N. Retiree Benefits

1. Retiree is defined as an individual who retires from the San Ramon Valley Unified School District under the provisions required by STRS/PERS and is receiving retirement benefits from STRS or PERS.
  2. Eligibility: The following unit members are eligible for retirement benefits if they fall under the definition of retiree as described above. This retirement benefit shall continue only for the lifetime of the retired bargaining unit member.
    - a. Employees hired prior to July 1, 1993, shall be eligible for post-retirement benefits regardless of the duration of their employment in the San Ramon Valley Unified School District.
    - b. Employees hired July 1, 1993, or later will be eligible for retirement benefits after at least ten years of paid service in a bargaining unit position with the District immediately preceding STRS retirement or Pre-retirement Leave as provided in the SRVEA Agreement.
  3. In ~~2005-06~~ the 2019 2020 plan year, the retiree health and welfare benefits for all unit members shall be ~~\$194.00~~ ~~\$281.00~~ \$290.00 per month. This amount shall be increased annually on July 1 by an amount equal to the percentage increase to the consumer price index for all urban consumers for San Francisco-Oakland.
  4. The District contribution may be applied toward medical, dental, vision or life insurance coverage as permitted by each carrier. The Retiree must make adequate arrangements for reimbursement to the District for monthly premium amounts exceeding the district contribution.
- O. The Association and District shall annually participate in a District-wide Employer/Employee Cost Containment and Benefits Study Committee. The Committee shall be comprised of representatives from each bargaining unit, as designated by each unit, one management/confidential representative, and the District's insurance consultant. The recommendations of the Committee will automatically be considered as reopeners for negotiations between the Association and the District.

- P. The District shall provide the opportunity for members of the bargaining unit to participate in a Flexible Spending Account Program agreeable to both the District and the Association, provided there is no cost to the General Fund.

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones, Executive Director, HR

3/9/2020  
Date

  
\_\_\_\_\_  
Laura Finco, SRVEA Lead Negotiator

3/9/2020  
Date



Article XXIV shall be included in the CBA as follows:

A. Joint Committee

1. Members: PAR will be administered by a Joint Committee consisting of credentialed classroom teachers and District administrators. The Joint Committee shall consist of one more classroom teachers than District administrator(s).

Administrators will be selected by the District, and classroom teachers will be selected by SRVEA. The Joint Committee will be chaired by a mutually agreed upon member of the committee.

2. Meetings: The Joint Committee shall establish its own meeting schedule. To meet and take action, a meeting must consist of classroom teachers and administrators with at least one more than one-half of the members present. Actions of the Committee requiring a vote shall be determined by a majority vote of those present. The committee shall meet at times and places as they shall determine.
3. Release Time: Joint Committee members will be compensated at the negotiated hourly rate for activities that occur outside of the contracted workday.
4. Responsibilities: The Joint Committee shall be responsible for the following:
  - a. Coordinating training and support for Coaches participating in the program. Topics may include, but are not limited to, California Standards for the Teaching Profession, District curriculum standards, coaching strategies, adult learning strategies, conflict resolution, peer coaching, student achievement, effective instructional strategies, consensus building, and classroom management.
  - b. Establishing its own rules of procedure, including the method for the selection of a chairperson and a person to take and maintain meeting minutes, when needed.
  - c. Developing and implementing a process for the selection of Coaches, including observation of Coach applicants as required by law.
  - d. Coaches shall be selected by a majority vote of the Joint Committee.
  - e. Determining the number of Coaches in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
  - f. Preparing written guidelines for Coaches and their activities.
  - g. Receiving from the Assistant Superintendent of Human Resources (or designee) names of any employees requiring participation in the PAR Program and sending written

- h. notification of participation to the Referred Teacher(s), the Coach(es) and the site administrator(s).
  - i. The Joint Committee will make the final appointments of all Coaches.
  - j. Reviewing the final report prepared by the Coach regarding each Referred Teacher. The Committee will make recommendations to the Governing Board regarding the Referred Teachers in the program, including the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
  - k. Evaluating annually the effectiveness of the PAR Program, including recommendations for improvement. This evaluation may include, but is not limited to, surveys or interviews with program participants.
  - l. Performing other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.
  - m. Adopting rules and procedures to effect the provisions of this MOU. Said rules and procedures will be consistent with the provisions of this MOU, and to the extent there is an inconsistency, the MOU will prevail.
5. Confidentiality of Materials: All proceedings and materials related to evaluations, reports and other personnel matters shall be confidential, except in response to a subpoena or order of the court. The final report shall be made available for placement in the Referred Teacher's personnel file.
6. Conflict of Interest:
- a. In a case where there may be a perceived conflict of interest, a member of the Joint Committee may recuse him or herself from participation.

**B. Participating Bargaining Unit Members**

**1. Referred Teachers**

- a. A Referred Teacher is an employee with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of the subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation is one in which the employee is rated as "unsatisfactory" on the summary evaluation.
- b. A qualified coach will be assigned to every Referred Teacher (as funding allows).

- c. The Referred Teacher has the right to be represented throughout these procedures by a SRVEA representative of his/her choice.


### C. Coaches


1. Definition: A Coach is selected by the Joint Committee to provide assistance to a Referred Teacher in the PAR Program.
2. Qualifications: Coaches must meet the following minimum qualifications:
  - a. A credentialed permanent employee of the District with substantial recent classroom experience, a contracted employee, former, and/or retiree may also serve as a coach if a qualified current employee is unavailable.
  - b. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
3. Compensation: Coaching compensation will be two times the SRVTIP mentoring stipend.
4. Responsibilities of Coaches:
  - a. Coaches shall coordinate assistance and support improvement through strategies such as demonstrating, observing, coaching, working with other professionals, conferencing, providing written feedback, and facilitating any activities which, in their professional judgment, will assist the Referred Teacher.
  - b. Referred Teachers: There shall be a cooperative relationship between the Coach and the principal with respect to the PAR process. The Coach will meet and work with the Referred Teacher to establish goals, objectives, outcomes and a timeline for improvement. The Coach and the Joint Committee will meet at least three times per year to explore ways in which the Joint Committee can be of support to the Coach. Assistance will be provided to the Referred Teacher until the Joint Committee determines that performance is satisfactory or that further assistance will not be productive. The Coach will submit the Final Intervention Report to the Joint Committee by April 15. The report will include a summary of the initial needs assessment, a summary of the actions taken, and a statement of the success/failure of the interventions. Prior to submitting the report to the Joint Committee, the report shall be submitted to and discussed with the Referred Teacher with opportunity for input. The report must be signed and dated by the Referred Teacher. The signature does not mean agreement, but that a copy has been received. The Referred Teacher has ten (10) days from receipt of the report to attach a written response. The Final Report will be made available for placement in the Referred Teacher's personnel file.

D. Miscellaneous Provisions

1. Indemnification: The District shall defend and indemnify Coaches and Joint Committee members against claims arising out of their good faith and professional performance of duties under this MOU. Coaches and Joint Committee members who act pursuant to this program shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.
2. Any claims that this MOU has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the District and the Association. The Joint Committee will resolve any issue or claim.
3. Nothing in this article precludes the principal or District from conducting informal or formal observations or carrying out the certificated employee evaluation process consistent with the collective bargaining agreement.

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones  
Executive Director, Human Resources

  
\_\_\_\_\_  
Laura Finco  
Lead Negotiator, SRVEA

\_\_\_\_\_  
Date 11/1/19

\_\_\_\_\_  
Date 11/1/2019

Article XXIX will be included in the successor CBA as follows:

- A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. The District shall have no further obligation to meet and negotiate, during the term of this Contract, except as provided in D., E. and F. below or as otherwise provided in this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject is not known or considered at the time of the negotiations leading to the execution of this Contract. In addition, any subject presented by either party, but not included in this Agreement shall not be the subject of negotiations during the period of this Agreement.
- B. The provisions of this Agreement shall prevail over contradictory written policies and Administration regulations and state laws to the extent permitted by law.
- C. If legislation enacted during the term of this Contract is mandatory, it shall supersede the provision or provisions of the Contract that are in conflict with the new legislation.
- D. If the Board of Education determines by formal action to establish year-round schools or double sessions, 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 or double sessions.
- E. If the Board takes action to lay off employees during any year of this Agreement, the District agrees, upon Association request, to negotiate the impact of such a layoff on matters within this agreement.
- F. During the term of this contract, annual reopeners shall be as follows:

**2019-20**

**No reopeners. All articles are closed.**

**2020-21**

**Salary and Benefits shall be reopeners.**

**In addition, each party may open up to two (2) articles (new or existing, except for Article XIV) of their choice.**

**2021-22**

**Salary, Benefits and Calendar shall be reopeners.**

**In addition, each party may open two (2) articles (new or existing, except Article XIV) of their choice.**

**The parties will collaboratively develop the process and timeline to sunshine, commence and conduct negotiations for each of the two (2) out years during the term of this contract.**

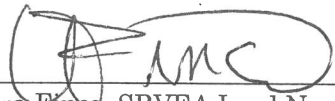
- ~~2016-2017: No reopeners. All articles are closed.~~
- ~~2017-2018: Each party may open on up to two (2) articles (existing or new) of their choice, except that Salaries (Article XX) and Health and Welfare Benefits (Article XXI) shall be closed for 2017-2018. The parties agree to sunshine and commence negotiations by no later than January 2018.~~
- ~~2018-2019: In addition to Salaries (Article XX) and Health and Welfare Benefits (Article XXI), each party may open on up to two (2) articles (existing or new) of their choice. The parties agree to sunshine and commence negotiations by no later than January 2019.~~

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones, Executive Director, HR

Date

3/9/2020

  
\_\_\_\_\_  
Laura Pisco, SRVEA Lead Negotiator

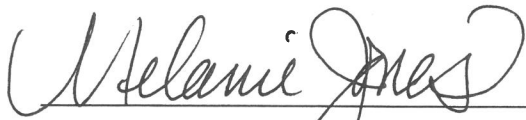
Date

3/9/2020

## PERSONAL AND ACADEMIC FREEDOM

- A. It is the policy of the District that all instruction shall be fair, accurate, objective, ~~and~~ appropriate to the age and maturity of the pupil(s), and sensitive to the community's needs and the needs and values of our diverse cultures and heritages.
- B. Academic freedom of unit members is essential to the fulfillment of this policy. **It is mutually recognized that such academic freedom carries with it professional responsibility.** ~~and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with a unit member's obligation to pursue truth in the performance of his/her teaching duties.~~
- C. Unit members shall have reasonable freedom in classroom presentations and discussions, and may, consistent with existing Board Policy **and administrative regulations, District-adopted curriculum, and curriculum prescribed by the State of California**, introduce political, religious, social or otherwise controversial material, provided that said material is appropriate and relevant to adopted course content and is within the scope of the law.
- a. In performing **their** teaching functions, unit members shall have reasonable freedom to express their opinions on all matters appropriate and relevant to the course content, in an objective **and judicious** manner.
  - b. Unit members shall present all known sides of controversial issues and shall not utilize their positions to ~~indoctrinate~~ **influence** students with their own personal, political, social, and/or religious views.
- D. ~~When grades are given for any course of instruction taught, the grade given to each pupil shall be the grade determined by the teacher.~~ **Unit members shall be responsible for determining and assigning student grades in accordance with standards for grading as established by the District.**
- E. The personal life of a unit member, **including his/her religious and political views, ~~nor~~ and personal activities**, is not an appropriate concern of the District for purposes of evaluation **and disciplinary action** unless it ~~prevents adversely affects~~ the unit member's ~~from performing~~ **performance of his/her duties.** ~~No religious, political, nor personal~~

~~activities, nor lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate Board Policies, or local, state, or federal laws.~~

  
\_\_\_\_\_  
Melanie Jones; Executive Director, HR

11/14/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Laura Finco; SRVEA Lead Negotiator

11/14/19  
\_\_\_\_\_  
Date

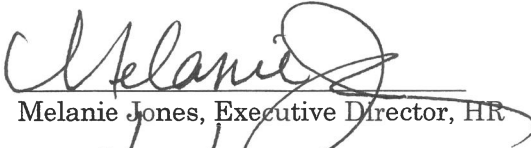


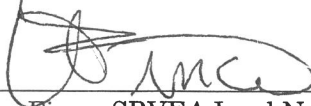
**Initial Proposal to SRVEA**  
**Article XXXI – Duration**  
**March 10, 2020**

Article XXXI will be included in the successor CBA as follows:

The term of this Contract shall be from July 1, ~~2016~~ **2019** through June 30, ~~2019~~ **2022**. Unless the District or Association notifies the other party in writing no later than ~~April 16, 2019~~ **April 30, 2022**, of its desire to terminate or amend this Contract, it shall continue in effect for additional one-year (1) periods.

Tentative Agreement:

  
Melanie Jones, Executive Director, HR  
3/9/2020  
Date

  
Laura Finco, SRVEA Lead Negotiator  
3/9/2020  
Date

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**SRVUSD & SRVEA**

3/24/20  
Page 94 of 137  
Item 10.5

**FINAL EXPENDITURE OF BRIDGE FUNDING**  
**March 9, 2020**

This Memorandum of Understanding (MOU) is to establish the expenditure of the entire \$9.6 million "Bridge" funds described in the parties' March 8, 2019 "Bridge Funding MOU." In that MOU, the District agreed to provide \$3.2 million per year for three years (2019-20, 2020-21 & 2021-22) for "learning enhancements." Of the \$3.2 million total, the parties agreed to the expenditure of \$1.4 million in the attached agreement signed on March 8, 2019. The remaining \$1.8 million from 2019-2020 will be reallocated as an additional \$900,000 per year in the 2020-2021 and 2021-2022 school years for class size and caseload enhancements, as outlined below to the extent that these expenditures do not exceed \$4.1 million in each of those years.

The following italicized section shall be added to the agreement.

- *TK-3 classrooms shall be staffed at a site average enrollment of 24:1 with a maximum of twenty-five (25) students enrolled per class. This class maximum may be exceeded by one (1) student per class, for a total of twenty-six (26) students. After the tenth (10<sup>th</sup>) consecutive day of such class size overage, the affected TK-3 classroom teacher will be compensated at the rate of 37.5% of the negotiated certificated hourly rate per school day, retroactive to the first day of the overage.*
- *Grades 4 and 5 shall be staffed at a site average enrollment, of one (1) classroom bargaining unit member for every twenty-nine (29) students with a maximum of thirty-one (31) students enrolled per class. This class maximum may be exceeded by one (1) student per class, for a total of thirty-two (32) students. After the tenth (10<sup>th</sup>) consecutive day of such class size overage, the affected 4-5 classroom teacher will be compensated at the rate of 37.5% of the negotiated certificated hourly rate per school day, retroactive to the first day of the overage.*
- *Class size provisions for Grades 1-5 apply to Elementary preparation teachers except that overage compensation shall be prorated per preparation period at 7.5% of the certificated hourly rate.*
- *At each elementary site with at least one (1) SDC class, one (1) space shall be reserved for every three (3) special day class students who are included in a general education class.*
- *Pre-school SDC class size and caseload shall be 12:1*
- *Grades TK-5 moderate SDC class size shall be 12:1*
- *Grades 6-12 mild SDC class size shall be 16:1*
- *Grades 6-12 moderate and intensive class size shall be 15:1*
- *Grades 6-12 Counseling Enriched Class size shall be 12:1*
- *School Psychologists ratios as follows (through 6/30/22-see below \*):*
  - *Counseling Enriched classes will be assigned 0.5 FTE psychologist per class*
  - *Each comprehensive high school shall be staffed and assigned School Psychologists based on total student enrollment as follows:*

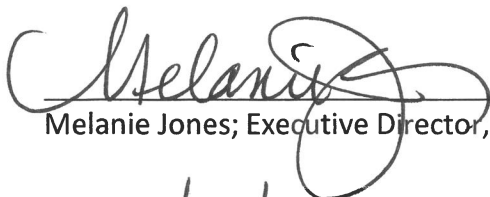
- Up to 2,699 2.0 FTE
- 2,700-2,999 2.5 FTE
- 3,000+ 3.0 FTE
- The Alternative Education and Adult Transitions programs will be provided with direct School Psychologist support. The total FTE of this support shall be reviewed and determined on an annual basis by the Special Education management team.
- Each middle school shall be staffed and assigned School Psychologists based on total student enrollment as follows:
  - Up to 749 .8 FTE
  - 750+ 1.0 FTE
- Each elementary school shall be staffed and assigned School Psychologists based on total student enrollment as follows:
  - Up to 499 .4 FTE
  - 500-599 .5 FTE
  - 600-699 .6 FTE
  - 700-799 .7 FTE
  - 800-899 .8 FTE
  - 900-999 .9 FTE
  - 1,000+ 1.0 FTE
- Each Elementary School will be staffed and assigned an additional .1 FTE for each Special Day Class, including pre-school.
  
- Middle School Counselor caseload shall be 600:1 (through 6/30/22 see below\*)

*\*The following positions from the above list shall be designated as "Categorical Temporary" and shall be funded by the additional \$900,000 in 2020-2021 and 2021-2022 school years only. These positions shall be terminated at the end of the 2021-2022 school year and the unit members employed as categorical temporary shall be released from employment, subject to all applicable statutory reemployment rights.*

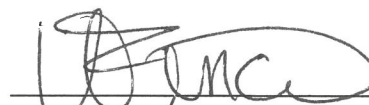
- 1 FTE middle school counselors
- 5.5 psychologists

The District and SRVEA agree that this MOU fully exhausts the \$9.6 million funds provided for in the March 8, 2019 Bridge Funding MOU and resolves all class size negotiations for the remainder of the current contract, through June 30, 2022, unless the parties agree otherwise.

Tentative Agreement:

  
\_\_\_\_\_  
Melanie Jones; Executive Director, HR

3/9/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Laura Finco; SRVEA Lead Negotiator

3/9/2020  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**SAN RAMON VALLEY EDUCATION ASSOCIATION**  
**and**  
**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**USE OF INCREASED REVENUE RECEIVED FROM PASSAGE OF SCHOOLS AND  
COMMUNITIES FIRST INITIATIVE**

**March 9, 2020**

This MOU is contingent on the Schools and Communities First Initiative (SCF) qualifying for the November 2020 ballot, its passage, the State's determination of the amount of SCF revenue to be received by the District, and the following:

- Annual proceeds must supplement, not supplant, Federal, State and Local funding that would otherwise be received in the absence of the annual proceeds
- Annual proceeds must not be used to backfill, or offset, funding components in the Local Control Funding Formula including:
  - State Aid
  - Education Protection Account
  - Property Taxes

SRVEA shall be allocated 38% of the annual proceeds received by the District generated through the SCF. The SRVEA portion shall be spent on the following priorities, to the extent that the total annual expenditures on these priorities shall not exceed 38% of the annual proceeds received by the District that are generated by the Schools and Communities First initiative. Any dispute over the annual costs of these priorities shall be resolved by a two person panel comprised of independent external financial experts, one appointed by each party.

The list of priorities are as follows:

- Priority #1: Article XIV: Class Size, Staffing Guidelines for Elementary TK-3 and 4-5;
- Priority #2: Article XIV: Class Size, Staffing Guidelines for Special Education, Staffing Guidelines for SDC, Preschool through Transition;
- Priority #3: Article XIV: Class Size, Staffing Guidelines for ratios related to school psychologists;
- Priority #4: Article XI, hours of employment, preparation time for TK-5;
- Priority #5: Article XIV, Class Size, Staffing Guidelines related to ratios for counselors;

- Priority #6: Article XIV, Class Size, Staffing Guidelines related to nurses, daily student contacts middle and high school; and
- Priority #7: Article XX, Salary/Stipends.

Tentative Agreement:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Laura Finco, Chief Negotiator

3/9/2020  
\_\_\_\_\_  
Date

FOR THE DISTRICT:

  
\_\_\_\_\_  
Melanie Jones, Executive Director HR

3/9/2020  
\_\_\_\_\_  
Date

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

**DATE:** March 24, 2020

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION NO. 70/19-20  
APPROVAL OF PROVISIONAL INTERNSHIP PERMIT (PIP)  
REQUEST(S)

---

**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:**

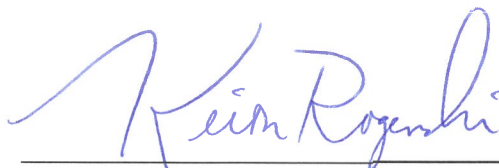
Approve Provisional Internship Permit request(s) as presented

**BUDGET IMPLICATIONS:**

None



Aileen Parsons  
Director, Certificated Personnel



Keith Rogenski  
Asst. Superintendent, Human Resources



Rick Schmitt  
Superintendent

Item #  
10.6

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION OF THE BOARD OF TRUSTEES  
APPROVAL OF PROVISIONAL INTERNSHIP PERMIT (PIP) REQUEST (S)  
RESOLUTION NO. 70/19-20

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>
Paul Rhodes	Dougherty Valley High School	Music

AYES:

NOES:

ABSENT:

ABSTAINED:

---

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

Board Meeting Date: March 24, 2020

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

**DATE:** March 24, 2020

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

---

**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.



Keith Rogenski  
Assistant Superintendent  
Human Resources



Aileen Parsons  
Director  
Human Resources



Rick Schmitt  
Superintendent

Item Number

11.1



CONSIDERATION OF APPROVAL OF CERTIFICATED PERSONNEL CHANGES - March 24, 2020

**Resignations/Retirements**

<u>First</u>	<u>Last</u>	<u>Assignment</u>	<u>FTE</u>	<u>Loc</u>	<u>Effective Date</u>	<u>Reason</u>
Christine	Calderazzo	Teacher, Elementary	0.851	SY	06/01/20	Retirement
Hanien	Eliyan	Teacher, Special Ed	0.600	LO	03/11/20	Resignation
Susan	Goldman	Principal, Middle	1.000	GR	06/30/20	Retirement
Stanley	Hitomi	Principal, Elementary	1.000	AL	06/10/20	Retirement
Laura	Mieras	Teacher, High	0.200	MV	06/01/20	Resignation
Jordan	Milat-Stankowski	Teacher, Middle	0.500	CW	06/01/20	Resignation
Anthony	Pena	Teacher, High	1.000	MV	06/01/20	Resignation
Jennifer	Sivers-Suh	Teacher, Elementary	0.370	WD	06/01/20	Resignation
Linda	Stalter	Teacher, SDC-Preschool	1.000	GB	06/01/20	Retirement

**Temporary Release**

<u>EID #</u>	<u>Effective Date</u>
16763	03/06/20
16877	03/24/20

**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>
Christine	Calderazzo	Teacher, Elementary	0.851	SY	02/24/20-06/01/20
Amanda	Eggiman*	Teacher, Elementary	0.500	MT	12/09/19-04/26/20
Celeste	Granger	Teacher, Middle	1.000	IH	02/10/20-05/20/20
Alyssa	Luu	School Psychologist	0.600	LC	02/24/20-05/13/20
Alyssa	Luu	School Psychologist	0.400	TC	02/24/20-05/13/20
Shannon	Mullally*	Speech Therapist	6.000	MT	12/17/19-03/31/20
Jenna	Tooliatos*	Teacher, Resource	1.000	CC	12/09/19-06/01/20

**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>
Gail	Reilly	Teacher, Elementary	1.000	MT	03/28/20-06/01/20

**Substitute Employment**

<u>First</u>	<u>Last</u>	<u>Effective Date</u>
Chloe	Barfod	03/05/20
Marilyn	Dubach	02/27/20
Naomi	Garrett	03/02/20
Jenna	Kilarr-Smyth	03/09/20
Kathleen	Marks	02/12/20
Lori	Scallan	03/03/20
Mariya	Snazina	02/27/20

\*Revision

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

3/24/20  
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Item 11.2

**DATE:** March 24, 2020

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

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DISCUSSION:

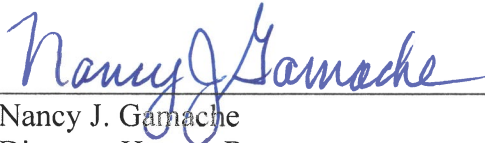
The attached personnel changes require Board approval.

RECOMMENDATION:

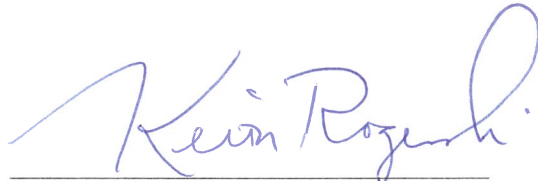
The Administration recommends approval of the Classified Personnel Changes.

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 24, 2020

**Separation**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Action</u>	<u>Eff Date</u>
Gary	Black	Assistant Superintendent	FA	Retire	07/01/20
Michele	Jajeh	Autism Specialist Para - Transition	DA	Resign	02/27/20
Imelda	Carlos	Child Nutrition Assistant	DH	Resign	03/14/20
Migi	Guo	Child Nutrition Assistant	GV	Resign	03/05/20
Eshal	Taimoor	Child Nutrition Assistant	CK	Resign	03/11/20
John	Lussing	Crossing Guard	MO		
		and Crossing Guard	VG	Retire	06/02/20
Timothy	Bonds	Energy Management Systems Manager	FA	Retire	04/30/20
Paula	Garnsey	Instructional Assistant	GV	Resign	03/07/20
Sergio	De Gregorio	Noon Duty Supervisor	GR	Resign	03/11/20
Tammi	Tuyor	Noon Duty Supervisor	PV	Resign	03/05/20
Jennifer	Giaramita	Sr. Primary Intervention Para	TH	Resign	03/14/20
		and Noon Duty Unit	TH	Resign	03/14/20
Paula	Garnsey	Substitute Para		Resign	03/07/20

**Separation (Effective Date Revision)**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Action</u>	<u>Eff Date</u>
Jane	Rad	Custodian	CUST	Retire	03/07/20

**Employment**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>Wkly Hrs</u>	<u>Fund</u>	<u>Eff Date</u>
Gabriela	Alejo	Autism Specialist Para	SP	29.50	Cat.	02/24/20
Kelly	Greninger	Autism Specialist Para	WD	17.50	Cat.	03/04/20
Lakshmi	Madhurao	Autism Specialist Para	CR	29.50	Cat.	02/10/20
Smitha	Oruganti	Autism Specialist Para	LO	17.50	Cat.	03/05/20
Meghan	Wallace	Autism Specialist Para	WD	17.50	Cat.	02/26/20
Janet	McLinden	Bus Driver	TRAN	25.00	Cat.	03/11/20
Meghan	Ricketts-Mann	Child Nutrition Assistant	MV	17.50	Dist.	
		and Crossing Guard	VG	15.00	Dist.	03/09/20
Kimberly	McKnight	Classroom Para	TH	19.90	Dist. & Ext.	02/19/20
Luisa	Yuzon	Crossing Guard	TC	15.00	Dist.	03/09/20
Piyali	Banerjee	Noon Duty Supervisor	BV	10.00	Dist.	03/10/20
Deepa	Muthusamy	Noon Duty Supervisor	QR	10.00	Dist.	03/04/20
Ushasri	Kona	Special Education Para	QR	29.00	Cat.	02/26/20
Jennifer	Nisbet	Special Education Para	DH	29.50	Cat.	02/13/20
Brooklynn	King	Special Phy Health Care Assistant	BC	29.50	Cat.	02/27/20

**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>
Cynthia	Lodge	Account Clerk I	BU	40.00	Dist.	
		to Account Clerk II	BU	40.00	Dist.	03/02/20

**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>
Juli	Goldstein	Classroom Para to Instructional Assistant	WD WD	19.95 19.90	Ext. Ext.	02/24/20
Traci	Varanini	Classroom Para to Counselor Tech/Registrar - Middle	LC LC	19.96 40.00	Ext. Dist.	03/09/20
Kimber	Monticelli	School Tech Instructional Assistant to Secretary I, Secondary School	RR WR	15.00 40.00	Ext. Dist.	03/20/20

**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>
Rosa	Lange	Autism Specialist Para to Autism Specialist Para	SR SR	29.50 34.50	Cat. Cat.	01/13/20
Caroline	Morales	Autism Specialist Para to Autism Specialist Para	WD WD	17.50 35.00	Cat. Cat.	03/09/20

**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>
Nichole	Johnson	Autism Specialist Para to Autism Specialist Para	CK LC	29.50 29.50	Cat. Cat.	03/18/20
Meghan	Ricketts-Mann	Crossing Guard to Crossing Guard	VG RR	15.00 15.00	Dist. Dist.	03/18/20
Heather	Horowitz	Special Education Para to Special Education Para	MT JB	15.00 25.00	Cat. Cat.	02/26/20

**Return from Leave of Absence**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Loc</u>	<u>FTE</u>	<u>Fund</u>	<u>Eff Date</u>
Edwin	Marcano	Custodian	DH	1.00	Dist.	02/24/20

**Classified Employment - Other**

<u>First</u>	<u>Last</u>	<u>Classification</u>	<u>Action</u>	<u>Eff Date</u>
Isabella	Herbek	Student Worker	Hire	02/19/20
Janet	McLinden	Substitute Bus Driver	Hire	03/06/20
Rolando	Fernandez	Substitute Child Nutrition Assistant	Hire	02/20/20
Lastacysha	Peterson	Substitute Child Nutrition Assistant	Hire	02/24/20
Laura	Toro	Substitute Clerical	Hire	03/02/20
Sarmad	Kiriakose	Substitute Crossing Guard	Hire	03/09/20
Mahesh	Balley	Substitute Custodian	Hire	03/04/20

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

**DATE:** March 24, 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	Devices for staff	\$200,000	Technology
NetXperts	Increase to VGES tech modernization	\$10,000	Measure D
Harris School Systems (QSS)	HR/Financial Software System	\$140,000	Technology
CDW	Network infrastructure (eRate)	\$740,000	Technology
Field Turf	Replacement of turf field at SRVHS	\$968,158	Measure D

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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

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

**DATE:** March 24, 2020


**TOPIC:** DECLARATION OF SURPLUS PROPERTY

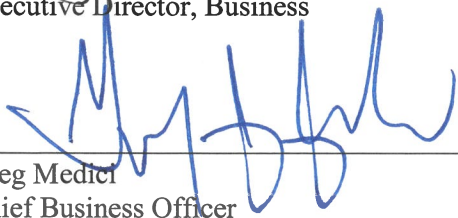
**DISCUSSION:** As per Education Code section 17545-17555, the governing board may sell or dispose of personal property which is unusable, obsolete, or no longer needed by the district. Staff has determined that the item(s) listed below are surplus property and they have been verified as obsolete, unusable and/or cost prohibitive to repair or maintain. If the items do not exceed in value the sum of \$2,500, they may be sold at a private sale without advertising. If the property is of insufficient value to defray the costs of arranging a sale, the items may be donated to a charitable organization or may be disposed of in the local public dump. The items will be removed from the District's fixed asset inventory upon sale or disposal.


Quantity	Item	Quantity	Item
1	Metro warmer Model # C 199-HM 20000		
1	GA Systems Hot Unit SERIAL # 387		
1	GA Systems Hot Unit SERIAL # 515		

**RECOMMENDATION:** Staff recommends approval of the items as surplus property.

**BUDGET IMPLICATIONS:** Any proceeds from the sale of items shall be placed to the credit of the fund from which the original expenditure for the purchase was made or in the general or reserve fund of the district.

  
\_\_\_\_\_  
Daniel Hillman  
Executive Director, Business

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

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

**DATE:** March 24, 2020

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION No. 68/19-20,  
APPROVING ROUTINE BUDGET REVISIONS

---

**DISCUSSION:**

**Revenues**

LCFF/Other State Revenues –

LCFF revenues are decreased \$236,556 based on the Second Interim review.

Federal Revenues –

Federal revenues are increased \$75,461 in Title I, II, III, and IV.

Other Local Revenues –

Other Local Revenues are increased \$289,188 due to school local donations.

**Expenditures**

Salaries and Benefits –

Salaries and benefits are increased \$6,030,734 overall, primarily due to negotiated salary increases.

Supplies/Services –

Supplies and services are increased \$2,077,532 primarily because of Local Donations, Routine Restricted Maintenance, Utilities, Personalized Learning Initiative and Special Education Transportation.

Other Outgo –

Other Outgo is increased \$47,860 because of Special Education tuition.

Transfers Out –

Transfers Out are decreased \$76,731 because of a review of solar debt service.

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 –**

Revenues are decreased \$229,448. The projected ending fund balance is \$14,328,387.

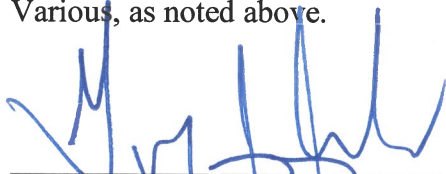
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**RECOMMENDATION:**

The Administration recommends adoption of Resolution No. 68/19-20, approving the budget adjustments as presented.

**BUDGET IMPLICATIONS:**


Various, as noted above.



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Gael Treible  
Interim Director, Fiscal Services

FOR  
GAEL TREIBLE



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Greg Medici  
Chief Business Officer



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Rick Schmitt  
Superintendent



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 68/19-20  
APPROVING ROUTINE BUDGET REVISIONS**

3/24/20  
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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 24<sup>th</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

<b>1 GENERAL FUND</b>		<b>Revised Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
		<b>1/31/2020</b>	<b>this Period</b>	<b>2/28/2020</b>
<b>REVENUES</b>				
	LCFF/Other State	\$ 322,132,484	\$ -236,556	\$ 321,895,928
	Federal Revenues	6,716,825	75,461	6,792,286
	Other Local Revenues	32,786,837	289,188	33,076,025
	<b>Total Revenues</b>	\$ 361,636,146	\$ 128,093	\$ 361,764,239
<b>EXPENDITURES</b>				
	Certificated Salaries	\$ 153,974,283	\$ 4,096,336	\$ 158,070,619
	Classified Salaries	54,776,599	1,105,118	55,881,717
	Employee Benefits	100,916,543	829,280	101,745,823
	Books and Supplies	18,220,027	41,982	18,262,009
	Services, Other Operating Expenses	35,995,064	2,035,550	38,030,614
	Capital Outlay	670,499	0	670,499
	Other Outgo	1,485,326	47,860	1,533,186
	Direct Support/Indirect Costs	0	0	0
	<b>Total Expenditures</b>	\$ 366,038,341	\$ 8,156,126	\$ 374,194,467
	<b>Excess or Deficiency before other Sources and Uses</b>	\$ -4,402,195	\$ -8,028,033	\$ -12,430,228
<b>OTHER FINANCING SOURCES/USES</b>				
	Transfers In	\$ 1,694,001	\$ 0	\$ 1,694,001
	Transfers Out	2,836,902	-76,731	2,760,171
	Sources	0	0	0
	Uses	0	0	0
	<b>Total, Other Financing Sources/Uses</b>	\$ -1,142,901	\$ 76,731	\$ -1,066,170
	<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -5,545,096	\$ -7,951,302	\$ -13,496,398
<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	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>	\$ 34,507,131	\$ -7,951,302	\$ 26,555,829
<b>COMPONENTS OF ENDING BALANCE</b>				
	Unappropriated Amount	\$ 0	\$ 0	\$ 0
	Restricted Ending Balances	6,204,291	-382,000	5,822,291
	Instructional Materials	6,250,000	0	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	667,681	-438,460	229,221
	Lottery	2,218,017	-2,187	2,215,830
	Prepaid Expenses	769,616	0	769,616
	Technology Infrastructure Replacement	0	0	0



21 Building Fund		Revised Budget	Adjustments	Revised Budget
		1/31/2020	this Period	2/28/2020
<b>REVENUES</b>				
	Federal Revenues	\$ 0	\$ 0	\$ 0
	Other State Revenues	0	0	0
	Other Local Revenues	1,934,100	0	1,934,100
	<b>Total Revenues</b>	\$ 1,934,100	\$ 0	\$ 1,934,100
<b>EXPENDITURES</b>				
	Classified Salaries	\$ 1,515,973	\$ 0	\$ 1,515,973
	Employee Benefits	687,673	0	687,673
	Books and Supplies	4,109,123	0	4,109,123
	Services, Other Operating Expenses	2,595,481	10,438	2,605,919
	Capital Outlay	76,795,395	-10,438	76,784,957
	Other Outgo	0	0	
	Direct Support/Indirect Costs	0	0	
	<b>Total Expenditures</b>	\$ 85,703,645	\$ 0	\$ 85,703,645
	<b>Excess or Deficiency before other Sources and Uses</b>	\$ -83,769,545	\$ 0	\$ -83,769,545
<b>OTHER FINANCING SOURCES/USES</b>				
	Transfers In	\$ 1,926,125	\$ 0	\$ 1,926,125
	Transfers Out	0	0	
	Sources	0	0	
	Uses	0	0	
	<b>Total, Other Financing Sources/Uses</b>	\$ 1,926,125	\$ 0	\$ 1,926,125
	<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	
	As of July 1 - Audited	97,802,416	0	97,802,416
	Adjustments for Restatements	0	0	
	Net Beginning Balance	97,802,416	0	97,802,416
	<b>Ending Balance</b>	\$ 15,958,996	\$ 0	\$ 15,958,996
	<b>Components of Ending Fund Balance</b>			
	Restricted for Capital Outlay	\$ 15,958,996	\$ 0	\$ 15,958,996
<b>40 Special Reserve Capital Outlay</b>		<b>Revised Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
		<b>1/31/2020</b>	<b>this Period</b>	<b>2/28/2020</b>
<b>REVENUES</b>				
	Federal Revenues	\$ 0	\$ 0	\$ 0
	Other State Revenues	0	0	0
	Other Local Revenues	3,578,119	-152,717	3,425,402
	<b>Total Revenues</b>	\$ 3,578,119	\$ -152,717	\$ 3,425,402
<b>EXPENDITURES</b>				

	<b>Classified Salaries</b>	\$	810,724	\$	-236	\$	810,488
	<b>Employee Benefits</b>		178,543		0		178,543
	<b>Books and Supplies</b>		1,124,460		0		1,124,460
	<b>Services, Other Operating Expenses</b>		311,740		236		311,976
	<b>Capital Outlay</b>		1,900,351		0		1,900,351
	<b>Other Outgo</b>		3,605,491		0		3,605,491
	<b>Direct Support/Indirect Costs</b>		0		0		0
	<b>Total Expenditures</b>	\$	7,931,309	\$	0	\$	7,931,309
	<b>Excess or Deficiency before other Sources and Uses</b>	\$	-4,353,190	\$	-152,717	\$	-4,505,907
	<b>OTHER FINANCING SOURCES/USES</b>						
	<b>Transfers In</b>	\$	2,214,822	\$	-76,731	\$	2,138,091
	<b>Transfers Out</b>		705,484		0		705,484
	<b>Sources</b>		0		0		0
	<b>Uses</b>		0		0		0
	<b>Total, Other Financing Sources/Uses</b>	\$	1,509,338	\$	-76,731	\$	1,432,607
	<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	\$	-2,843,852	\$	-229,448	\$	-3,073,300
	<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		0
	As of July 1 - Audited		17,401,687		0		17,401,687
	Adjustments for Restatements		0		0		0
	Net Beginning Balance		17,401,687		0		17,401,687
	<b>Ending Balance</b>	\$	14,557,835	\$	-229,448	\$	14,328,387
	<b>Components of Ending Fund Balance</b>						
	Child Care Building		1,429,579		0		1,429,579
	Solar		4,182,731		-313,174		3,869,557
	DVMS Fields		177,764		0		177,764
	DVHS CSA		-2,950		0		-2,950
	Solar Reserve		2,176,021		83,726		2,259,747
	Facility Community Use		1,608,686		0		1,608,686
	Capital Investments		2,659,743		0		2,659,743
	Technology Infrastructure Replacement		774,090		0		774,090
	Safety Committee		1,552,171		0		1,552,171
	<b>Ending Balance</b>	\$	12,691,574	\$	1,636,813	\$	14,328,387



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

**DATE: MARCH 24, 2020**

**TOPIC: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 66/19-20 FOR TWIN CREEKS ELEMENTARY SCHOOL GROWTH RELOCATABLE CLASSROOMS – GUERRA CONSTRUCTION GROUP**

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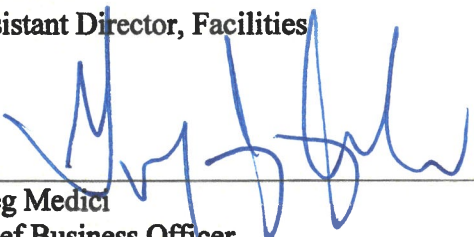
**DISCUSSION:** Upon full completion of a construction contract, the Board of Education adopts a Resolution of Acceptance which accepts the work of the contract as complete and authorizes District staff to record a Notice of Completion. The Guerra Construction Group’s contract for Twin Creeks Elementary School growth relocatable classroom project was fully complete as of December 31, 2019.


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**RECOMMENDATION:** Staff recommends the Board adopt Resolution No. 66/19-20 for Twin Creeks Elementary School growth relocatable classrooms – Guerra Construction Group

**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. 66/19-20**

In the matter of Accepting the  
Guerra Construction Group Contract for  
Twin Creeks Elementary School  
Growth Relocatable Classrooms  
Project ("Contract")

**RESOLUTION OF ACCEPTANCE**

**WHEREAS**, the above entitled School District on April 16, 2019, contracted with Guerra Construction Group 984 Memorex Drive, Santa Clara, CA 95050, for said Contract; and

**WHEREAS**, the nature of the District's interest in the additional relocatables for student growth at Twin Creeks Elementary School, 2785 Marsh Drive, San Ramon, 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 December 31, 2019.

**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 24, 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 24, 2020 and I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 24, 2020, Danville, California.

---

**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

3/24/20

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Item 11.6

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 66/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on February 29, 2020, the additional relocatables for student growth for Bid Package #801, of the Twin Creeks Elementary School growth relocatable classrooms project ("the Contract") performed at 2785 Marsh 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: Twin Creeks Elementary School, 2785 Marsh Drive, San Ramon, CA 94583.

The above Contract was performed by Guerra Construction Group, 984 Memorex Drive, Santa Clara, CA 95050, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Twin Creeks Elementary School, 2785 Marsh Drive, San Ramon, CA 94583, owner in fee simple of the Property.

The work of improvement generally consisted of installation of connection of utilities to six (6) relocatable classrooms and related site improvements.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent



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

**DATE:** MARCH 24, 2020

**TOPIC:** CONSIDERATION OF ADOPTION OF RESOLUTION NO. 67/19-20,  
CONTRACTS FOR STONE VALLEY MIDDLE SCHOOL CLASSROOM  
AND MULTIPURPOSE BUILDINGS PROJECT

---

**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.

Contracts for Stone Valley Middle School classroom and multipurpose buildings project were fully completed and may be accepted by the Board, as follows:

- M J Gilbert Construction Co., Inc., complete on February 28, 2020;
- Guerra Construction Group, complete on January 17, 2017;
- MK Pipeline, Inc., complete on October 4, 2016;
- ARAM Electric, Inc. (Interim Housing), complete on March 4, 2016;
- CVE Contracting Group, complete on December 12, 2019;
- Bockmon and Woody Electric Co., Inc., complete on September 1, 2016;
- Salisbury Backhoe Service, complete on November 21, 2016
- ARAM Electric, Inc. (Increment 1), complete on April 26, 2016;
- Evans Brothers, Inc., complete on June 10, 2016; and
- R & M Paving, complete on October 8, 2015.

---

**RECOMMENDATION:** Staff recommends the Board adopt Resolution No. 67/19-20, Stone Valley Middle School Classroom and Multipurpose Buildings project.

**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 #67/19-20**

In the Matter of Accepting Contracts  
For Stone Valley Middle School Classroom  
and Multipurpose Buildings Project (“Project”)

**RESOLUTION OF ACCEPTANCE**

**WHEREAS**, the above entitled School District contracted with contractors for said Project:

- M J Gilbert Construction Co., Inc., located at 16911 Grantline Rd., Tracy, CA 95391, for the grading & utilities contract, awarded on April 18, 2016;
- Guerra Construction Group, located at 984 Memorex Drive, Santa Clara, CA 95050, for the asphalt landing contract, awarded on November 10, 2015;
- MK Pipeline, Inc., located at 3708 Bayshore Blvd., Brisbane, CA 94005, for the interim housing utility contract, awarded on November 10, 2015;
- ARAM Electric, Inc., located at 3055 Alvarado St., #110, San Leandro, CA 94577, for the interim housing electrical contract, awarded on December 8, 2015;
- CVE Contracting Group, Inc., (dba Central Valley Environmental), located at 4263 N. Selland Ave., Fresno, CA 93722, for the 600 wing demolition contract, awarded on June 25, 2019;
- Bockman & Woody Electric Co., Inc., located at 1528 El Pinal Drive, Stockton, CA 95205, for the parking lot underground electrical infrastructure contract, awarded on July 8, 2016;
- Salisbury Backhoe Service, located at P.O. Box 263, Victor, CA 95253, for the joint trenching contract, awarded on July 8, 2016;
- ARAM Electric, Inc., located at 3055 Alvarado St., Suite 110, San Leandro, CA 94577, for the Increment 1 electrical contract, awarded on January 27, 2016;
- Evans Brothers, Inc., located at 7589 National Drive, Livermore, CA 94550, for the abatement and demolition contract, awarded on March 4, 2016; and
- R&M Paving Contractors, Inc., located at 980 Ames Ave., Milpitas, CA 95035, for the interim housing site winterization contract, awarded on September 22, 2015.

**WHEREAS**, the nature of the District’s interest in the modernization project at Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507 (“real property”) is Fee Interest; and

**WHEREAS**, it has been certified to this Board of Education that said contractors have fully completed their work, including all obligations under their contracts, and same has been inspected and it complied with the approved plans and specifications, as of the following dates:

- M J Gilbert Construction Co., Inc., complete on February 28, 2020;
- Guerra Construction Group, complete on January 17, 2017;
- MK Pipeline, Inc., complete on October 4, 2016;
- ARAM Electric, Inc. (Interim Housing), complete on March 4, 2016;
- CVE Contracting Group, complete on December 12, 2019;

- Bockmon and Woody Electric Co., Inc., complete on September 1, 2016;
- Salisbury Backhoe Service, complete on November 21, 2016
- ARAM Electric, Inc. (Increment 1), complete on April 26, 2016;
- Evans Brothers, Inc., complete on June 10, 2016; and
- R & M Paving, complete on October 8, 2015;

**NOW THEREFORE BE IT RESOLVED**, that the work of said contracts is accepted as complete by this Board, and the Board authorizes District staff to record the Notices of Completion attached to this resolution as an exhibit.

**PASSED AND ADOPTED** at the regular meeting of the Board held on March 24, 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 24, 2020 and I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 24, 2020, Danville, California.

---

**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

3/24/20  
Page 120 of 137  
Item 11.7

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on April 28, 2020, the Bid Package #671 – Increment 1 Grading & Utilities - of the Stone Valley Middle School Increment One Modernization project (“the Contract”) performed at 3001 Miranda Ave., Alamo, CA 94507 (“the Property”). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by M J Gilbert Construction Co., Inc., 16911 Grantline Rd., Tracy, CA 95391 (“Contractor”) pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of site grading, lime treatment for building pads and underground storm drain and sewer piping for new buildings.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

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

3/24/20  
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Item 11.7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on March 18, 2017, the Contract #2075/15 - Asphalt Landings - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by Guerra Construction Group, 984 Memorex Drive, Santa Clara, CA 95050 ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of asphaltic landing and curbs for access to interim housing portables.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

PLEASE COMPLETE THIS INFORMATION

3/24/20  
Page 122 of 137  
Item 11.7

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on December 3, 2016, the Bid Package #674 - Interim Housing Utilities - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by MK Pipelines, Inc., 3708 Bayshore Blvd., Brisbane, CA 94005, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of provide all domestic water, fire water, and sewer work for interim housing.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Erin Hirst, Assistant Director of Facilities  
SRVUSD  
3280 Crow Canyon Road,  
San Ramon, CA 94583

3/24/20  
Page 123 of 137  
Item 11.7

WHEN RECORDED MAIL TO:

Renee Kanalakis  
SRVUSD, Facilities  
3280 Crow Canyon Rd.  
San Ramon, CA 94583

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on May 3, 2016, the Bid Package #679 - Interim Housing Electrical - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by ARAM Electric, Inc., 3055 Alvarado St., #110, San Leandro, CA 94577, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of providing all electrical, low voltage and fire alarm for interim housing.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

PLEASE COMPLETE THIS INFORMATION

3/24/20  
Page 124 of 137  
Item 11.7

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on February 10, 2020, the Bid Package #816 - Increment -1: Phase 2: 600 Wing Demolition - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by CVE Contracting Group, Inc., dba Central Valley Environmental, 4263 N. Selland Ave., Fresno, CA 93722("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of demolition of all 600 wing portables including removal of footings and underground utilities. Install asphaltic patch back paving where demolition occurred.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent



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 Kanalakakis  
SRVUSD, Facilities  
3280 Crow Canyon Rd.  
San Ramon, CA 94583

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on October 31, 2016, the Bid Package #690 - Interim Housing Utilities - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by Bockman & Woody Electric Co., Inc., 1528 El Pinal Drive, Stockton, CA 95205, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of installation of parking lot underground utilities in preparation of interim housing.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

PLEASE COMPLETE THIS INFORMATION

3/24/20  
Page 126 of 137  
Item 11.7

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on January 20, 2017, the Contract #2167/16 - Utilities Joint Trench - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by Salisbury Backhoe Service, P.O. Box 263, Victor, CA 95253, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of excavating and back filled joint utility trench.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

PLEASE COMPLETE THIS INFORMATION

3/24/20  
Page 127 of 137  
Item 11.7

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on June 25, 2016, the Contract #2093/16 - Increment 1 Electrical - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by ARAM Electric, Inc. 3055 Alvarado St., Suite 110, San Leandro, CA 94577, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of removing of existing power feeders and installation of new power feeders and breakers at multiple locations. Provided multiple temporary power connection points.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on August 9, 2016, the Bid Package #680 - Demolition and Abatement - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by Evans Brothers, Inc., 7589 National Drive, Livermore, CA 94550, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of demolition and abatement of 6 existing classrooms including footings and underground utilities.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

PLEASE COMPLETE THIS INFORMATION

3/24/20  
Page 129 of 137  
Item 11.7

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION  
RESOLUTION NO. 67/19-20**

NOTICE IS HEREBY GIVEN of completion (per Civil Code §9200) on December 7, 2015, the Bid Package #673 - Interim Housing Site Winterization - of the Stone Valley Middle School Modernization project ("the Contract") performed at 3001 Miranda Ave., Alamo, CA 94507 ("the Property"). That date was the 60th continuous day without labor on the contract.

The Property is more particularly described as follows: Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507.

The above Contract was performed by R&M Paving Contractors, Inc., 980 Ames Ave., Milpitas, CA 95035, ("Contractor") pursuant to its agreement with the San Ramon Valley Unified School District, Stone Valley Middle School, 3001 Miranda Ave., Alamo, CA 94507, owner in fee simple of the Property.

The work of improvement generally consisted of providing site winterization with the installation of asphaltic paving under interim housing portables. This paving to serve as building pad for interim housing portables.

**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 24th day of March, 2020.

By: \_\_\_\_\_  
Rick Schmitt  
Superintendent

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

**DATE:** MARCH 24, 2020

**TOPIC:** RATIFICATION OF FACILITIES AND OPERATIONS CONTRACTS

**DISCUSSION:** This item covers previously board approved contracts that have gone over the initial approval amount. Increases to these type of contracts can be the result of various revisions including but not limited to unforeseen conditions, additional requested work, etc. A copy of the contracts are available to the Board and public upon request.

Vendor	Project	Original Amount	Revised Amount	Funding
Stumbaugh & Associates, Inc.	Additional finishes to be installed in some restrooms at San Ramon Valley High School classroom building project	\$245,108	\$247,732	Measure D
Jerry Thompson & Sons Painting	Additional painting at San Ramon Valley High School classroom building project	\$346,078	\$353,768.50	Measure D

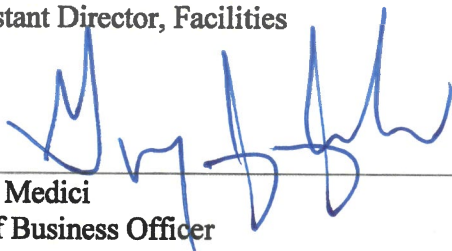
**RECOMMENDATION:** Authorize the District to execute the increase to the above contracts.

**BUDGET IMPLICATIONS:**

- \$2,624 – Stumbaugh & Associates, Inc. - Fund 21 Measure D
- \$7,690.50 – Jerry Thompson & Sons Painting – Fund 21 Measure D



Erin Hirst  
Assistant Director, Facilities



Greg Medici  
Chief Business Officer



Rick Schmitt  
Superintendent

11.8

Item Number

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

**DATE: MARCH 24, 2020**

**TOPIC: CONSIDERATION OF APPROVAL OF BID AWARD FOR GREEN VALLEY ELEMENTARY SCHOOL COURTYARD & K-YARD IMPROVEMENTS**

**DISCUSSION:** On March 5, 2020 the District received and publicly opened bids for the Green Valley Elementary School Courtyard & K-Yard Improvements. The bid results are listed below.

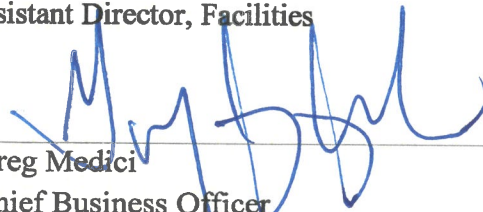
<b>Bid #822</b>			
<b>Contractor</b>	<b>Base Bid</b>	<b>10% Contingency</b>	<b>Total Not to Exceed</b>
ELLA	\$787,000	\$78,700	\$865,700
Grade Tech, Inc.	\$929,000		


**RECOMMENDATION:** Staff recommends the Board approve the following bid award:

- ELLA. for a total not-to-exceed amount of \$865,700.

**BUDGET IMPLICATIONS:** As shown above – Fund 21 (Measure D)

  
Erin Hirst  
Assistant Director, Facilities

  
Greg Medici  
Chief Business Officer

  
Rick Schmitt  
Superintendent

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

**DATE:** March 24, 2020

**TOPIC:** **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 65/19-20, APPROVING THE TWIN CREEKS ELEMENTARY SCHOOL SITE IMPROVEMENT AND CLASSROOM MODERNIZATION PROJECTS AND AUTHORIZING A CALIFORNIA ENVIRONMENTAL QUALITY ACT NOTICE OF EXEMPTION**

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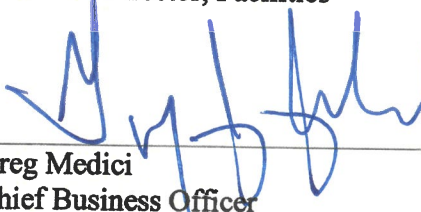
**DISCUSSION:** Consistent with the California Environmental Quality Act (CEQA), staff has reviewed plans for the modernization of the Twin Creeks Elementary School project and has determined that the project is categorically exempt. The site improvements and classroom modernizations are routine and minor in nature.

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**RECOMMENDATION:** Staff recommends Board adoption of Resolution No. 65/19-20, approving the Twin Creeks Elementary School site improvement and classroom modernization projects authorizing CEQA Notice of Exemption.

**BUDGET IMPLICATIONS:** \$50.00 filing fee

  
\_\_\_\_\_  
Erin Hirst  
Assistant Director, Facilities

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

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

11.10

Item Number



**RESOLUTION NO. 65/19-20**

**CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING THE  
TWIN CREEKS ELEMENTARY SCHOOL SITE IMPROVEMENT AND CLASSROOM  
MODERNIZATION PROJECTS AND AUTHORIZING A CALIFORNIA ENVIRONMENTAL  
QUALITY ACT**

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**WHEREAS**, with the passage of Measure D in November of 2012, the San Ramon Valley School District included the modernization of classroom buildings at Twin Creeks Elementary School as part of the bond projects; and

**WHEREAS**, in working with the district architect, Quattrocchi Kwok Architects (QKA), and a school advisory committee preliminary designs have been established for the project includes but are not limited to, access compliance, fire, life and safety infrastructure, building systems, classroom envelopes and interiors, new classroom HVAC units, technology equipment and infrastructure upgrades; and

**WHEREAS**, it was determined that the above mentioned plan would make the most efficient use of the existing facilities; and

**WHEREAS**, California Code of Regulations, Title 14, section 15301, specifically exempts from the provisions of the California Environmental Quality Act (Pub. Resources Code, §§ 21000, *et seq.*, "CEQA") consistent with CEQA (Section 15301) guidelines for existing facilities the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and

**WHEREAS**, California Code of Regulations, Title 14, section 15302, specifically exempts from the provisions of the California Environmental Quality Act (Pub. Resources Code, §§ 21000, *et seq.*, "CEQA") consistent with CEQA (Section 15302) guidelines for the replacement or reconstruction of existing structures and facilities, including schools, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and

**WHEREAS**, the Project does not involve any of the following and so is eligible for the categorical exemptions as described above under California Code of Regulations, Title 14, and section 15300.2:

- (a) The cumulative impact of successive projects of the same type in the same place, which over time is significant;
- (b) An activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) A project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;

- (d) A project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; or
- (e) A project which may cause a substantial adverse change in the significance of a historical resource.

**WHEREAS**, upon a determination that the Project is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, Title 14, section 15062.

**NOW, THEREFORE, BE IT RESOLVED** that the Board adopt the foregoing recitals as true and correct.

**BE IT FURTHER RESOLVED** that the Board finds that the Project is in the best interests of the District, and will increase safety and benefit students, staff, parents, visitors, and the community at large, and on that basis, the Board approves the Project.

**BE IT FURTHER RESOLVED** that the Board hereby finds that the Project is categorically exempt from the requirements of CEQA pursuant to Sections 15301 and 15302 of Title 14 of the California Code of Regulations, that none of the exceptions set forth in California Code of Regulations, Title 14, section 15300.2 apply to the Project, and that the Project will not have a significant effect on the environment; and

**BE IT FURTHER RESOLVED** that the Board hereby directs District staff to file a Notice of Exemption together with a certified copy of this Resolution with the County Clerk of Contra Costa County in accordance with the terms of CEQA and its implementing regulations.

**PASSED AND ADOPTED** at the regular meeting of this Board held on March 24, 2020 by the following called vote:

AYES:

NOES:

ABSTAIN:

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

# Notice of Exemption

To: Office of Planning and Research  
P.O. Box 3044, Room 212  
Sacramento, CA 95812-3044

From: (Public Agency) San Ramon Valley USD  
3280 Crow Canyon Road  
San Ramon, CA 94583

(Address)

County Clerk  
County of Contra Costa  
555 Escobar Street  
Martinez, CA 94553

Project Title: Twin Creeks Elementary School Site Improvement and Classroom Modernization Projects

Project Location - Specific:

2785 Marsh Creek Drive, San Ramon, CA

Project Location – City: San Ramon Project Location – County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project:

The project includes, but are not limited to, access compliance, fire, life and safety infrastructure, building systems, classroom envelopes and interiors, new classroom HVAC units, technology equipment and infrastructure upgrades

Name of Public Agency Approving Project: San Ramon Valley Unified School District

Name of Person or Agency Carrying Out Project: San Ramon Valley Unified School District

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Sections 15301 and 15302
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

Section 15301 Existing Facilities consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public facilities involving negligible or no expansion of use. Section 15302 Replacement or Reconstruction of existing structures where the new structure will be located on the same site and have the same purpose.

Lead Agency  
Contact Person: Greg Medici Area Code/Telephone/Extension: 925-552-2905

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Chief Business Officer

- Signed by Lead Agency
  - Signed by Applicant
- Date received for filing at OPR: \_\_\_\_\_

Revised 2005

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

3/24/20  
Page 136 of 137  
Item 14.1

**DATE:** March 24, 2020

**TOPIC:** CONFIRMATION OF OFFICERS OF THE SAN RAMON VALLEY  
UNIFIED SCHOOL DISTRICT JOINT POWERS FINANCING  
AUTHORITY

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**DISCUSSION:** In accordance with the by-laws of the San Ramon Valley Unified School District Joint Powers Financing Authority, article II, section 13, "confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year."

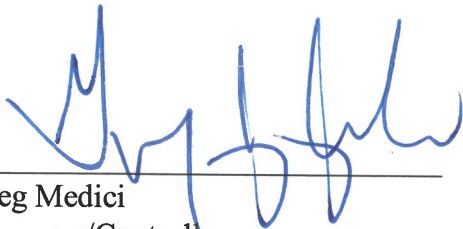
The officers shall be as follows:

Chair shall be the President of the Board of Education, Greg Marvel.  
Vice Chair shall be the Vice President of the Board of Education, Mark Jewett.  
Executive Director shall be the Superintendent of the Board of Education, Rick Schmitt.  
Secretary shall be the Secretary of the Board of Education, Rick Schmitt.  
Treasurer shall be the Chief Business Officer of the district, Greg Medici.  
Controller shall be the Chief Business Officer of the district, Greg Medici.

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**RECOMMENDATION:** N/A

**BUDGET IMPLICATIONS:** N/A



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Greg Medici  
Treasurer/Controller



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Rick Schmitt  
Executive Director/Secretary

14.1

Item Number

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

**DATE:** March 24, 2020

**TOPIC: CONSIDERATION FOR ACCEPTANCE OF THE ANNUAL FINANCIAL REPORT OF THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT JOINT POWERS FINANCING AUTHORITY, FOR THE PERIOD ENDING JUNE 30, 2019**

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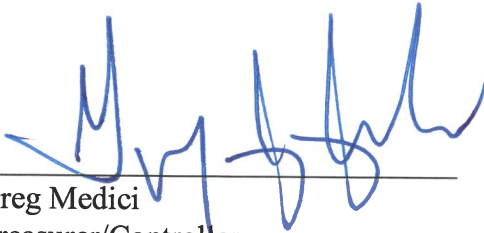
**DISCUSSION:** In accordance with California Government Code Section 6505 and Section 6505.5 of the Joint Exercise of Powers Act, the San Ramon Valley Unified School District Joint Powers Financing Authority has contracted with Eide Bailly, LLC, an accountancy corporation licensed by the State Board of Accountancy, for a special audit of all funds of the Joint Powers Financing Authority and a report of all receipts and disbursements.


The Audit Report will be filed with the Contra Costa County Auditor-Controller's Office, the San Ramon Valley Unified School District and the California Municipal Finance Authority.

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**RECOMMENDATION:** The administration recommends acceptance of the 2018-19 Annual Financial Report of the San Ramon Valley Unified School District Joint Powers Financing Authority prepared by Eide Bailly LLC.

**BUDGET IMPLICATIONS:** N/A

  
\_\_\_\_\_  
Greg Medici  
Treasurer/Controller

  
\_\_\_\_\_  
Rick Schmitt  
Executive Director/Secretary

14.2

Item Number