



San Ramon Valley Unified School District
699 Old Orchard Drive, Danville
925.552.2933 * www.srvusd.net



SPECIAL BOARD OF EDUCATION MEETING
May 11, 2020

3:00 PM Open Session

3:30 PM Closed Session

Greg Marvel, President

Mark Jewett, Vice-President
Susanna Ordway, Clerk

Ken Mintz, Member
Rachel Hurd, Member

1.0 Call to Order/Pledge of Allegiance

2.0 Attendance

3.0 Acceptance of Open Session Agenda and Public Comment

4.0 Action Items

4.1 Public Disclosure of the Major Provisions of the 2019-20 Service Employees International Union Local 1021, (SEIU) Agreement in Accordance with the Requirements for AB1200, AB2756 & Govt. Code 3547 Enclosure
(Medici)

4.2 Consideration of Approval of a Tentative Agreement between the San Ramon Valley Unified School District and the Service Employees International Union (SEIU), Local 1021, for 2019-20 Negotiations Enclosure
Action
(Rogenski)

4.3 Consideration of Adoption of Resolution No. 78/19-20, Elimination and/or Reduction of Classified Positions Enclosure
Action
(Rogenski)

5.0 Acceptance of Closed Session Agenda and Public Comment

Adjournment to Closed Session

6.0 Closed Session Agenda

6.1 Public Employee Appointment/Discussion
Position: Superintendent (Government Code Section 54957)

Adjournment

*In compliance with Brown Act regulations, this agenda was posted more than 24 hours before the noted meeting.
Cindy Fischer. Executive Assistant*

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

DATE: May 11, 2020

TOPIC: PUBLIC DISCLOSURE OF THE MAJOR PROVISIONS OF THE 2019-20 SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021, (SEIU) AGREEMENT IN ACCORDANCE WITH THE REQUIREMENTS FOR AB1200, AB2756 & GOVT. CODE 3547

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.”

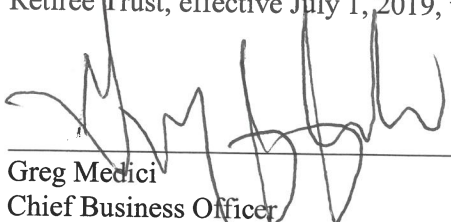
This provision is intended to ensure that the public is aware of the known costs associated with a proposed collective bargaining agreement before it becomes binding upon the district.

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 SEIU 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 2.31% to the salary schedule and 0.25% to the Retiree Trust, effective July 1, 2019, with for a total 2019-20 budget impact of \$417,641.



Greg Medici
Chief Business Officer



Rick Schmitt
Superintendent

4.1

Item Number

SUMMARY OF TENTATIVE AGREEMENT

WITH SEIU **BARGAINING UNIT**
OF THE San Ramon Valley USd **SCHOOL DISTRICT**

To be acted upon by the Governing Board at its meeting on 5/05/2020.

GENERAL:

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

Certificated SRVEA, 3/24/2020 **Classified** CSEA, 3/02/2020

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:** \$303,982

Statutory Benefits: \$101,495

Health & Welfare: 0

OTHER PROVISIONS:

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

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

TOTAL COST OF COMPENSATION INCREASE \$ 405,477

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 the 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 SEIU agreement along with 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.



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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

District Superintendent 5/01/2020

Date

Chief Business Official 5/01/2020

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on May 5, 2020, took action to approve the proposed agreement.

President, Governing Board _____
Date



FISCAL IMPACT IN CURRENT YEAR

	Board Approved Budget as of 1/31/2020	Adjustments Due To Agreement	Other Adjustments CSEA, Mgmt, and SRVEA	Other 2nd Interim February Adjustments	Revised Budget After Agreement
BEGINNING BALANCE	40,052,227	SEIU			40,052,227
REVENUES					
RL Sources (8010 - 8099)	276,017,165			-236556	275,780,609
All Other Sources (8100-8799)	85,618,981			276605	85,895,586
TOTAL REVENUES	361,636,146	-	-	40,049	361,676,195
EXPENDITURES					
1000 - Certificated Salaries	153,974,283		3,682,512	381,391	158,038,186
2000 - Classified Salaries	54,776,599	303,982	915,607	(112,493)	55,883,695
3000 - Benefits	100,916,543	101,495	1,065,247	(339,859)	101,743,426
4000 - Materials/Supplies	18,220,027			(26,864)	18,193,163
5000 - Other Services	35,995,064			1963985	37,959,049
6000 - Capital Outlay	670,499				670,499
7000 - Other Outgo	1,485,326			47860	1,533,186
TOTAL EXPENDITURES	366,038,341	405,477	5,663,366	1,914,020	374,021,204
Other Sources/Transfers In	1,694,001				1,694,001
Other Uses/ Transfers Out	2,836,902			-76731	2,760,171
ENDING FUND BALANCE	34,507,131	(405,477)	(5,663,366)	(1,797,240)	26,641,048
COMPONENTS OF ENDING FUND BALANCE					
Economic Uncertainties (Fund 17)	11,085,802	12,164	169,901	35,575	11,303,442
Revolving Cash/prepaid/stores	963,769				963,769
Board Designated/restricted	33,543,361	(405,477)	(5,663,365)	(1,797,238)	25,677,281
Unappropriated	-				-

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



Contra Costa County Office of Education

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

April 28, 2020

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

Dear Mr. Schmitt:

The County Office has reviewed the district's tentative "me too" salary settlement disclosures with San Ramon's SEIU and Management/Confidential bargaining units for the fiscal year ended 2019-20.

We agree with the district's certification that it will be able to provide the funding necessary for an increase of 2.56% on the salary schedule (including statutory benefits) effective July 1, 2019. Based on our analysis of the disclosure documents, it appears this agreement will result in an increase in costs of \$867,153 to the District. To afford this ongoing agreement the District's calculations for revenues and proposed budget would need to come in as projected. If the District's projections do not come in as expected, it will be very difficult for the District to afford this tentative agreement on an ongoing basis. The District will either need to comprise a reduction plan or use their assigned amounts identified on the multi-year projection included with the AB1200 documents. It is strongly recommended that the District have a reduction plan in place to address out year estimates. We encourage the district to be very conservative in its spending and future salary negotiations.

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

Sincerely,

A handwritten signature in blue ink that reads "Bill Clark". The signature is written in a cursive, flowing style.

Bill Clark, Deputy Superintendent
Business and Administrative Services

BC:bf

cc: Greg Medici, Chief Business Official, SRVUSD
Michelle Olinick, District Advisor, District Business Services, CCCOE

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

DATE: May 11, 2020

TOPIC: CONSIDERATION OF APPROVAL OF A TENTATIVE AGREEMENT
BETWEEN THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),
LOCAL 1021, FOR 2019-20 NEGOTIATIONS

DISCUSSION:


The proposed tentative agreement presented is the result of collective bargaining between San Ramon Valley Unified School District and the Service Employees International Union (SEIU), Local 1021, for 2019-20 negotiations. Following the public hearing to disclose the tentative agreement between the San Ramon Valley Unified School District and SEIU 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 Service Employees International Union (SEIU), Local 1021, for 2019-20 negotiation as presented.

BUDGET IMPLICATIONS:

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



Keith Rogenski
Assistant Superintendent
Human Resources



Rick Schmitt
Superintendent

4.2

Item Number

Initial Proposal from District to SEIU
Article VI – Leaves
December 16, 2019

The District proposes that Article VI be revised and included in the CBA as follows:

- A. Prior Approval: All employees shall submit a Request for Leave of Absence form to their immediate supervisor at least 72 hours in advance, except in an emergency. Site supervisors will review and recommend/deny request and submit form to the Program Supervisor. Approval for leaves is at the Program Supervisor level.
- B. Leave Of Absence For Illness Or Injury
1. Full Time Employees: An employee employed forty (40) hours a week shall be granted ninety-six (96) hours leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.
 2. School Term Employees: An employee, employed forty (40) hours a week, who is employed for less than a full school year, is entitled to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
 3. Part Time Employees: An employee employed less than forty (40) hours per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week bear to five (5). When such persons are employed for less than a full school year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
 4. Fiscal Year Advance: At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
 5. New Employees: A new employee of the District shall not be eligible to take more than six (6) days of paid leave of absence for illness or injury until the first day of the calendar month after completion of six (6) months of active service with the District.
 6. Pregnancy: Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage or childbirth and recovery there from. The length of the leave shall commence and terminate on dates determined by the employee and the employee's physician.
 7. Sick Leave Accumulation: If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year-to-year.

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8. Employees Receiving SDI Benefits: Employees absent from work and collecting SDI benefits will accrue vacation and sick leave hours based on normal assigned hours less offsetting income received from SDI. The District shall continue to provide health and welfare benefits based on normal assigned hours until an SDI long-term absence exceeds the five (5) month period provided by the Agreement under the Article VI.F. – Entitlement to Other Sick Leave. Thereafter the District shall contribute only the proportionate share represented by income received from the District.
 9. Leave Of Absence For Illness Or Injury: An employee may, annually, use up to six (6) sick leave days for the illness of a child, parent or spouse.
- C. Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee’s immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel is required over three Hundred (300) miles. The immediate family is defined as mother, father, brother, sister, grandmother, grandfather, **aunt, uncle**, niece, nephew, grandchild; spouse, domestic partner, son, daughter, in-laws, the person who raised the employee in lieu of a parent, or any person living in the immediate household of the employee. “Step” relatives, adopted children, foster children and domestic partner relatives in the above categories are included for purposes of this section.
- D. Personal Necessity Leave: Up to seven (7) days of absence earned for sick leave may be used by the employee at his/her election in cases of personal necessity on the following basis:
1. The death of a member of the employee’s immediate family, or any relative living in the immediate household of the employee (in addition to bereavement leave).
 2. Accident or illness involving the employee’s person or property of the person or property of a member of his/her immediate family.
 3. Appearance to testify in any court or before any administrative tribunal as a party or witness under subpoena, except in a suit by, or on behalf of, the employee against the District.
 4. Participation in an established religious Holy Day Observance by a member, or as a resident in the household of a member, of that religion.
 5. The adoption of a child.
 6. Paternity leave which may be taken within a ten (10) workday period immediately following the birth.
 7. Leave to attend to responsibilities associated with the unit member’s legal guardianship of another individual.

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8. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
- E. Additional Leave For Non-Industrial Accident Or Illness: A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, without pay, not to exceed six (6) months, in accordance with Education Code Section 45195.
- F. Entitlement To Other Sick Leave: When an employee is absent from his/her duties on account of long term illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
- G. Personal Business Leave: A permanent employee may take not more than one (1) day of leave per year with pay for personal business. Leave may be taken in minimum increments of one (1) hour.
- H. Leave Of Absence Without Pay: With prior approval of the immediate supervisor and the Superintendent, the District may grant leaves of absence without pay for a period of up to thirty (30) calendar days during any one (1) school year. Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Education.
- I. Jury Duty/Witness Duty:
1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
 2. Any full-time employee who serves not more than four (4) hours of jury duty in any day shall be entitled to one-half (½) the paid leave payable under Paragraph 1. (Above) and shall return to work for the balance of the workday unless a substitute has been employed. Reasonable time shall be provided for the employee on jury duty to change clothing and return to duty. Employees using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.
 3. A part-time employee who serves jury duty not more that one-half (½) of his/her normal shift shall be entitled to one-half (½) the paid leave and shall report to duty at the end of such service unless a substitute has been employed. A part-time employee serving one-half (½) or more of the normal shift on jury duty shall be excused from work that day without the loss of pay.

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4. Any employee who is subpoenaed as a witness in a court or administrative proceeding will have leave with pay to testify, unless the proceeding is being prosecuted by or on behalf of the Union or the employee, or the employee is an interested party.

J. Union Business Leave:

1. Grievance Time: Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances. Bus Driver Steward shall be paid for reasonable time to investigate and process grievances prior to or after working an assigned route.
2. Negotiations: Five (5) unit members shall be allowed a reasonable amount of time to conduct negotiations on behalf of the Union. Any Bus Driver and/or swing shift employee representative shall be paid for all time spent in negotiations that is otherwise paid time for other unit members.
3. Union Business Leave: The District shall provide for up to eighty (80) hours paid release time to be allocated at the discretion of the local union president for training, conferences or meetings. The Union shall reimburse the District for this release time at the daily substitute rate if a substitute is assigned. Requests for this release time shall be submitted in writing to the employee's immediate supervisor prior to the release.
4. District Committees: Representatives who attend specified District meetings such as District Safety Meetings and Benefits Study committee shall be paid for all time at the meeting plus transportation time to and from the meeting if they are not otherwise in paid status.

- K. Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

- L. Military Spouse Leave: The District will provide unpaid leave for the spouse of a qualifying military member who is on leave from deployment during a period of military conflict as defined by law.

- M. Notification of Absence: To ensure proper scheduling of work, employees must notify the immediate supervisor or other designated individual of an absence prior to the commencement of the employee's shift. Upon written notification, designated classifications are also required to make contact with the service center manager to arrange for substitute coverage.

N. Return From Leave:

1. The District may require a physician's verification of illness when it determines that the employee's sick leave indicates a pattern of potential abuse. Examples of potential abuse

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include absence for three (3) or more consecutive days contiguous with the weekend or vacations on a repeated basis, or the same days of the week on a repeated basis.

2. All absences that arise during a work stoppage shall be verified by a physician's statement or other proof of illness.

O. Industrial Accident Or Illness (Worker's Compensation) Leave:

1. Employees shall be entitled to sixty (60) days of fully paid leave under this provision for a work-incurred injury. Thereafter leave for industrial accident or illness shall be in accordance with the Education Code or the Board of Education policy.

2. Leave allowable under this provision shall not be accumulated from year to year.

3. Leave under this provision shall commence on the first day of absence.

4. Total District reimbursement under this provision shall not exceed the employee's full salary, including his/her temporary disability and the portion of monthly salary paid by the District.

5. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.

6. When an industrial accident or illness leave overlaps into the next school year, the permanent employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

7. An employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of any industrial accident or illness may be granted additional leave, without pay, for up to eighteen (18) months.

8. The District shall continue medical insurance premiums for the injured employee and his/her family at the regular rate for four (4) months after the employee has exhausted all paid leave.

P. Absence Without Leave: Three (3) days of absence without leave shall be deemed abandonment and shall result in a voluntary resignation.

Q. Family Care Leave: The District agrees to provide Family and Medical Leave pursuant to Board Policy, Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993.

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

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

S. Parental Leave with Pay (AB 2393)

1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Unit members who have been employed for at least 12 months are eligible to take this leave.
3. For mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
4. The leave must be completed within one calendar year of the birth, adoption or placement.
5. Pursuant to Education Code section 45196.1, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 45196.1 for the balance of the 12 week period.

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

6. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
 7. A Unit Member on leave under this provision shall not result in the forfeiture of probationary or permanent status.
 8. A Unit Member's health benefits will continue while on leave under this provision.
- T. Family School Partnership Leave: The District shall provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities

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of the school where their children attend. Employees must provide their supervisor forty-eight (48) hours notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist.

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

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

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

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4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than ~~one~~ two hundred (200) days/ ~~eight~~ sixteen hundred (1,600) hours, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. **A maximum of 200 sick leave days per year may be withdrawn annually from the bank.** Sick leave from the bank may not be granted for any illness or injuries to be covered under Workers' Compensation.
5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.
6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
7. Catastrophic Leave Bank Benefit: After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to ~~fifteen (15)~~ **thirty (30)** days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.
8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.

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District Proposal to SEIU
Article VII – Transfers, Promotions and Reclassifications
February 21, 2020

The District proposes that Article VII be revised and included in the CBA as follows:

Section G.

- 6 Promotional Probationary Period: The probationary period for a permanent employee selected for promotion, effective for all such employees promoted ~~as of March 1, 2019,~~ **before January 1, 2021**, shall be five (5) months from the date of hire in the position to which he/she is promoted. **The probationary period for permanent employees promoted beginning January 1, 2021 shall be six (6) months or 130 days in paid service whichever is longer.** Employees may not apply for transfer or promotion during a promotional probationary period.

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Revised Initial Proposal from District to SEIU
Article XI – Evaluation Procedures
February 21, 2020

The District proposes that Article XI be revised and included in the CBA as follows:

- A. **Evaluation Procedures:** Classified employees shall be evaluated by their immediate supervisors (supervisory or management) as designated by the District.
- B. **Frequency Of Formal Evaluation:**
1. Probationary employees new to the District **who are hired before January 1, 2021** shall be evaluated at least twice during their probation by no later than the end of their fourth (4th) and eighth (8th) month of service.

Probationary employees hired on January 1, 2021 and after shall be evaluated by no later than the end of their third (3rd) and fifth (5th) months of service.
 2. Permanent employees shall be evaluated annually.
 3. Employees are subject to supplemental evaluations at the discretion of the evaluator. The employee has a right to request a supplemental evaluation.
- C. **Probationary Period:** Effective ~~with~~ **for all new hires employees hired before January 1, 2021, as of March 1, 2019** the initial probationary period shall be ten (10) months from the initial date of hire in a regular position. **Probationary employees hired on January 1, 2021 and after shall have an initial probationary period of six (6) months or 130 days of paid service from the date of hire in a regular position whichever is longer.** A probationary employee may be released by the district without cause at any time.
- D. Scheduled evaluations and supplemental evaluations shall be made on forms provided by the Personnel Department. The evaluator shall present the evaluation to the employee and discuss it with him/her. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. A copy shall be filed in the employee's personnel file.
- E. An employee who is not satisfied with his/her evaluation may, ~~within thirty (30) days,~~ write a rebuttal which shall become a part of his/her personnel file.
- F. Within thirty (30) days of receiving an evaluation, a permanent employee may request, and shall be granted, a meeting with his/her second level supervisor about the evaluation. After such meeting, the second level supervisor may revise the evaluation as he/she may find to be proper and shall report the same to such employee, and to the Classified Personnel administrator.

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- G. The evaluation procedure itself, but not the substantive evaluation prepared by the supervisor, is subject to the grievance procedure.
- H. Materials of a derogatory nature that may have some effect on the employee's evaluation shall not be placed in the employee's personnel file without first notifying the employee, giving the employee a copy of the materials and an opportunity to respond in writing and have such written response attached to the material.
- I. A copy of any letter of commendation received by the District shall be provided to the employee and may be placed in the personnel file.

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Revised Initial Proposal from District to SEIU
Article XII – Health and Welfare Benefits
April 20, 2020

The District proposes that Article XII be revised and included in the CBA as follows:

A. Eligibility:

1. Eligibility: Regular employees scheduled to work twenty (20) hours or more per week shall be eligible to participate in District health, dental, vision and life insurance plans. Full time and part time employees shall exercise their option to participate in the benefits package within thirty (30) days of employment or ~~any change in~~ eligibility. **After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in the dental and/or vision plans may only occur with a qualifying life event.**
2. Part Time Employees: Part-time employees (twenty hours (20) or more, but less than full time) qualify for the benefits on a pro rata basis subject to exercising their option to participate within thirty (30) days of employment or change in eligibility. The employee shall pay the percentage of premium for each benefit plan that they choose to enroll in that is equal to the percent of time that they are not employed full time.
3. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children.
4. Retirees' domestic partners and their children are not eligible for **retiree** coverage unless the domestic partnership commenced prior to the retirement of the employee.

B. 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 of 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 (2) 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.

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- f. It has been at least six (6) months since either of the two (2) 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 is terminated by either person.
 - g. The two (2) parties agree to notify the San Ramon Valley Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.
3. Application and Terms: In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a San Ramon Valley Unified School District Domestic Partner Affidavit and provide the required documentation.

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

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

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.

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

4. Termination:
- a. A domestic partnership shall terminate when any of the following occurs:
 1. One partner sends by certified mail, to the other partner a notarized written notice that he or she is terminating the partnership.
 2. One of the domestic partners dies.
 3. One of the domestic partners marries.
 4. 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.

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

C. Benefits Study Committee:

1. The district and the Union agree to meet and investigate cost containment measures regarding health and welfare benefits for active and retired employees. District and Union representatives agree to actively participate in the District's Benefits Study Committee.
2. Participation on the study committee shall normally be during duty time; if not, comp time shall be provided to the representative.
3. All recommendations from the study committee will automatically be considered as immediate reopeners for negotiations between the Union and the District. In the event agreement is reached between the two (2) parties on any matter affecting benefits, immediate implementation is permissible.
4. **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 Union, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation as soon as possible following the notification.**

D. Payment Of Premiums:

1. 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.

2. Reopener: Medical benefits may be negotiated annually.
3. Paid Illness Leave: District shall continue the above contributions for employees on district paid illness leave.
4. Unpaid Leave: Employees on approved unpaid leaves may elect to continue health, dental, vision and life insurance 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.

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E. Cash-Back Option:

1. **Effective July 1, 2020**, benefits eligible employees who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of four hundred fifty ~~sixty-four~~ dollars (\$450464) per month (~~rate applies to 2018-2019~~) in-lieu of medical, dental, and vision coverage on a pro-rata basis. ~~This in-lieu amount shall be increase annually by the CPI starting in 03/04 for the term of this contract.~~ Employees who elect this option may purchase dental and/or vision benefits through the District at their cost.
2. Benefits eligible employees ~~may are~~ enrolled in the District-paid standard term life insurance plan (\$50,000) **upon benefits eligibility. Eligible employees may elect an additional fifty thousand (\$50,000) in life insurance coverage at no cost upon their initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.**

F. Life Insurance: ~~The life insurance coverage will be that amount as recommended by the Benefit Study Committee. The life insurance coverage increase from fifty thousand dollars (\$50,000) to one hundred thousand dollars (\$100,000) will be subject to immediate negotiations at the time that this generates a premium increase. Such increase shall only be available to employees upon initial benefits eligibility and at the employee's cost.~~

G. State Disability Insurance: The District shall deduct from the employee's pay and forward to the appropriate agency the premium for California State Disability Insurance for all employees in the Unit.

H. Post-Retirement Benefits:

1. Retirement 7/2/86 Through 6/30/88: For employees who retire after 7/1/86, the District shall contribute an amount equal to Kaiser single party medical coverage per month toward medical benefits, from age fifty-five (55) to sixty-five (65) after ten (10) years of continuous full-time service immediately prior to retirement. The District shall contribute a pro rata amount toward medical benefits from age fifty-five (55) to sixty-five (65) for part-time employees who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement.
2. Retirement After 3/30/88: For employees who retire from the District on or after 7/1/88, the District shall, in addition to H.1. above, provide an amount equal to the current cost of Kaiser Medicare eligible coverage (not Kaiser Senior Advantage rate) for employees after age sixty-five (65) who have been employed for ten (10) years of continuous service immediately prior to retirement. This coverage shall be provided by the District with the Agreement of the Union that any cost containment savings recommended by the Benefits Study Committee will be used to offset the additional cost and that the cost shall be prefunded by the District by setting aside current dollars for active employees on an actuarial basis. Employees have contributed to pre-funding of post-retirement benefits at an actuarially determined percentage of salary. In the event that future

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actuarial studies indicate a change in the prefunding percent of salary monies set aside by the District, the District and Union will meet to negotiate.

3. Retirement After 6/30/06: The District will contribute a flat rate of three hundred eighty-seven dollars (\$534) per month (rate applies to 2018-2019) (adjusted annually by the Consumer Price Index for all urban consumers for San Francisco-Oakland) for eligible employees who are at least age fifty-five (55) and have ten (10) years of continuous full time service immediately prior to retirement. The District shall contribute a pro-rata amount toward medical benefits for eligible part-time employees at least age fifty-five (55) who have been employed four (4) hours or more per day, after ten (10) years of continuous service immediately prior to retirement. Sections H.1 and H.2 benefits are not applicable to retirement after 06/30/06.
4. Retiree Life Insurance: Bargaining unit members may direct their benefit amount to pay for medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. Life insurance coverage must be continuous and may be purchased at either twenty-five thousand dollars (\$25,000) or fifty thousand dollars (\$50,000) term life coverage level.
 - I. Job-Related Medical Examinations: The District shall pay for any non-reimbursable expenses for the State required TB examination or chest x-ray required when necessitated by the results of the original TB exam.
 - J. Employee Assistance Program: The Employee Assistance Program (EAP) provides limited free professional counseling services for personal, family, and work concerns. The District shall pay for the inclusion in the EAP for all full and part time benefits eligible employees.
 - K. Licenses: The District shall pay for the State required medical exam for all employees required to obtain a Class A or B driver's license. The District shall reimburse employees for the cost of maintaining a Class A or B license if required by the employee's job description (the difference in cost between the A or B license fee and the Class C fee). The District shall maintain a training program to encourage District employees to obtain a Class A or B license.

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FOURTH (4TH) REVISED Initial Proposal from District to SEIU
Article XIII – Salary and Allowances
April 20, 2020

The District proposes that Article XIII shall be revised and included in the CBA as follows:

- ~~A. Effective July 1, 2018, SEIU bargaining unit members shall receive a 3.38% ongoing salary schedule increase. (It is understood that the 3.38% is comprised of a 3.0% base increase plus a 0.38% redirection of funds contributed on the unit's behalf from the Retired Employee Benefits Plan and Trust to the salary schedule.)~~

~~Should any bargaining unit negotiate a higher salary increase in 2018-2019, excepting any adjustment which may apply to the respective unit's Retired Employee Benefits Plan and Trust, SEIU shall receive the same increase.~~

For 2019-2020, the District shall provide an ongoing compensation increase of 2.56% effective July 1, 2019. Of that 2.56%, 2.31% will be applied to the SEIU salary schedule as a base salary increase and 0.25% will be contributed to the SEIU Retired Employees Benefits Trust.

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

- B. Split Shift Differential: Employees who work split shifts shall be paid a differential of two dollars (\$2) per day if the split between the shifts is less than two (2) hours and four dollars (\$4) per day if the split is two (2) hours or more. A split shift is one (1) including a break of more than one (1) hour.
- C. Working Out Of Classification: An employee temporarily assigned to a higher classification to perform duties inconsistent with those assigned to his/her position shall be paid for such period at the rate of pay applicable to the higher classification, at the lowest step which will give at least a five percent (5%) salary increase. The higher pay shall be paid for each full day worked in the higher classification after an initial four (4) full days of training time.
- D. Longevity:
1. Increments: Effective July 1, 2019, an employee shall receive an increase of one percent (1%) of his/her base rate of pay upon completion of eight (8) years of continuous service from the date of hire with the District, four percent (4%) after nine (9) years, six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, ten percent (10%) after twenty (20) years, and twelve percent (12%) after twenty-five (25) years. **Effective July 1, 2020, employees who have completed twenty-five (25) years of continuous service with the District shall receive thirteen percent (13%) of his/her base pay rate and employees who have completed thirty (30) years of continuous service shall receive sixteen percent (16%) of his/her base pay rate for their longevity with the District.**

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The District shall reduce by one the number of completed service years necessary to receive the first longevity increment (i.e., 4%) on each July 1 thereafter, beginning on July 1, 2020 and ending on July 1, 2023, so that as beginning in the 2023-2024 school year, employees shall receive an increase of four percent (4%) of his/her base rate of pay upon completion of five (5) years of service from their date of hire.

Any unit member who has received a longevity increment before July 1, 2019 shall not be entitled to any back payments of longevity under this provision. (Example: A member who is eligible to receive a 6% longevity increment beginning on July 1, 2019 shall not be entitled to payment of the 4% longevity increment for the previous work year.)

2. Pay Upon Promotion: Effective 7/1/02, when an employee changes jobs to a higher classification, the employee shall receive a five percent (5%) promotional increase above the employee's base salary plus shift differential. If placement on Step 6 in the new class does not provide a five percent (5%) increase, the employee will be granted a stated salary not reflected on the Unit salary schedule in order to provide the promotional increase. However, the employee will remain at the stated (Y-rated) salary until general increases in the Unit salary schedule provide the employee a monthly salary equal to or greater than the stated (Y-rated) amount.
3. Status Upon Rehire From A Reemployment List: An employee who has been laid off and who is reemployed in his/her former classification after June 30, 2004, shall not be considered to have a break in service.

E. Professional Growth:

1. Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries. Each employee may earn a maximum of four (4) awards. The first award cannot be earned until an employee has been with the District for three (3) years. Employees may earn a second award anytime after their sixth year of service. The third award shall be awarded anytime after their ninth year of service and the fourth award after their twelfth year of service.
2. Each award shall require the completion of nine (9) semester units or their equivalent. All course work shall be related either to the employee's current job or other potential employment within the district. This provision shall apply to any activity scheduled to begin after February 15, 1996.
3. Such professional growth awards shall be granted as of September 1 for credits completed on or before September 1 and submitted on or before November 1. Such awards shall be granted as of February 1 for credits completed on or before February 1 and submitted on or before April 1. A fourth award shall only be granted for credits completed on or after January 1, 1996. Entitlement to professional growth awards shall be determined on the basis of mutually determined guidelines.

This change will be retroactive to July 1, 2004 for any eligible employees who submitted units by November 1, 2004, and who were scheduled for the February 1, 2005 award window.

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- F. Mileage Allowance: An employee who is required to use his or her automobile on district business shall be reimbursed for actual and necessary business mileage at the current IRS allowable per mile rate.
- G. Uniforms: Should they be required by the District, appropriate uniform shirts or work smocks shall be provided to unit members. For maintenance and grounds employees only, uniform pants shall be provided on an optional basis. Raincoats shall be provided at each school site for employee usage. **For CalPERS reporting purposes, the value of this benefit shall not exceed \$125 per month per unit member.** Replacements shall occur annually if necessary because of normal use. The employee shall be charged for replacements if the uniform is damaged or lost because of employee negligence or intentional actions. Disputes over damaged uniforms shall be resolved between the District and the union.
- H. Shift Differential:
1. This provision shall not apply to employees receiving split shift differential.
 2. Swing Shift: When the majority of an employee's assignment occurs after 1:00 p.m. but before 11:00 p.m. the regular salary shall be increased three percent (3%) for all hours worked during that shift.
 3. Night-Shift: When the majority of an employee's assignment occurs after 11:00 p.m. but before 5:00 a.m. the regular salary shall be increased five percent (5%) for all hours worked during that shift.
 4. Employees who are regularly assigned to a shift shall retain shift differential pay while on paid leave during the school year or when reassigned to day shift during school breaks other than summer.
- I. Anniversary Date:
1. The anniversary date for unit employees who have a first date of paid service after 7/1/86, shall be established as follows:
 - a. Employees whose first day of paid service falls prior to or on the fifteenth (15th) of any month shall have an anniversary date on the first (1st) of that month.
 - b. Employees whose first day of paid service falls on or after the sixteenth (16th) of any month shall have an anniversary date on the first (1st) of the following month.
 2. Anniversary date impacts only the accrual of sick leave and vacation days and the anniversary increments on the salary schedule (including longevity).
 3. Effective 7/1/02, the longevity anniversary date remains the same upon a change in classification if Step 6 has been reached once in any class.

W. J. [Signature]
[Signature]

Tentative Agreement Between SRVUSD and SEIU
February 28, 2020
Article XVI – Bus Drivers

The District proposes that Article XVI be revised and included in the CBA as follows:

- C. Bus Driver Work Shift Bidding: There shall be one (1) general bidding per year for bus driver routes. Bidding shall occur no later than five (5) days before the first day of school. Workdays are defined as the one hundred eighty (180) days that school is in session for this bidding procedure only. The routes to be bid shall be made available for inspection by the bus drivers at least five (5) days before the bidding is scheduled. Bus Driver bidding seniority (for purposes of route bidding only) shall be determined as follows:

The District will package mid-day routes in the start of the year bidding process for bus and van drivers. Management retains the right to design the routes, including the mid-day routes, with considerations provided to ridership, ride times, safety and comfort of students.

Drivers shall not make a bid on a route with less than their current FTE when a route equal to their FTE is available.

1. Seniority: Bus Driver bidding seniority (for purposes of route bidding only) shall be determined by date of the first paid regular classified service within the Bus Driver series.
2. Bidding Seniority: This method of calculating seniority applies to the bidding of regular bus routes only and excludes mid-day route assignments. Seniority for vacation and sick leave accrual, carry-over of sick leave balances, salary step placement and layoff shall remain as provided in applicable Memorandum of Understanding, other contract articles and applicable law and District policy.
3. New and Vacant Routes: Drivers may bid on all new routes and all vacant routes created by resignation, termination, retirement, if the route hours are equal to or greater than current route. Such employees shall have preferred rights to selection for the vacancy in order of bidding seniority. Employees offered short term additional hours under this section to replace a continuing employee on paid leave of absence shall not be eligible for additional sick leave, vacation or health and welfare benefits.
4. Upon the completion of the bidding process, if new mid-day routes become available, the District will assign the additional time, based upon **departmental seniority in the classification** whenever possible and appropriate, with considerations specific to ridership, ride times, safety and comfort for students. Student needs will prevail in the assignment of additional mid-day routes.

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Tentative Agreement Between SRVUSD and SEIU
February 28, 2020
Article XVII – Transportation Vehicle Drivers

The District proposes that Article XVII be revised and included in the CBA as follows:

- C. Transportation Vehicle Driver Work Shift Bidding: There shall be one (1) general bidding per year for Transportation Vehicle driver routes. Bidding shall occur no later than the morning of the second day before the first day of school. Workdays are defined as the one hundred eighty (180) days that school is in session for this bidding procedure only. The routes to be bid shall be made available for inspection by the Transportation Vehicle drivers at least five (5) days before the bidding is scheduled. Transportation Vehicle Driver bidding seniority (for purposes of route bidding only) shall be determined as follows:

Upon completion of the bidding process, if new mid-day routes become available, the District will assign the additional time, based upon departmental seniority in the classification whenever possible and appropriate, with considerations provided to ridership, ride times, safety and comfort of students. Student needs will prevail in the assignment of additional mid-day routes.

Tentative Agreement Reached

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CH *AT*

[Signature]

MEMORANDUM OF UNDERSTANDING
Between
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
And
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

The Service Employees International Union Local 1021 ("SEIU") and the San Ramon Valley Unified School District ("District"), collectively referred to as "the parties", hereby agree to the temporary provisions **printed in bold italics below** for the use of Personnel Necessity Leave by unit members as included in Article VI.D of the collective bargaining agreement.

G. Personal Necessity Leave

Up to seven (7) days of absence earned for sick leave may be used by the employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family, or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the employee's person or property of the person or property of a member of his/her immediate family.
3. Appearance to testify in any court or before any administrative tribunal as a party or witness under subpoena, except in a suit by, or on behalf of, the employee against the District.
4. Participation in an established religious Holy Day Observance by a member, or as a resident in the household of a member, of that religion.
5. The adoption of a child.
6. Paternity leave which may be taken within a ten (10) workday period immediately following the birth.
7. Leave to attend to responsibilities associated with the unit member's legal guardianship of another individual.
8. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
9. ***Other compelling personal necessity not identified above.***

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

~~2020-21~~ - ~~2019-20~~ Two (2) days
~~2021-22~~ - ~~2020-21~~ Three (3) days
~~2022-23~~ - ~~2021-22~~ Four (4) days

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

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

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

FOR THE UNION:

Cari Luchini
Cari Luchini
SEIU Chapter President

2/28/2020
Date

Rahman Opeyany
Rahman Opeyany
SEIU Chapter Vice President

Date

Ron Saxer
Ron Saxer
SEIU Chapter Secretary

2/28/2020
Date

Angela Romeo

FOR THE DISTRICT:

Keith Rogenski
Keith Rogenski
Assistant Superintendent, HR

2/28/2020
Date

Nancy J. Gamache
Nancy Gamache
Director, HR

2/28/2020
Date

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

DATE: May 11, 2020

TOPIC: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 78/19-20,
ELIMINATION AND/OR REDUCTION OF CLASSIFIED POSITIONS

DISCUSSION:

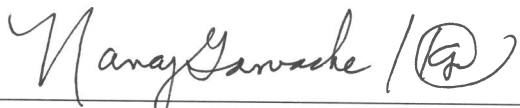
Under Education Code, the District may provide Notice of Layoff to a classified employee due to lack of work or lack of funds. This action is a result of a bona fide need to reduce or eliminate services necessary to meet specific program needs and/or to address reduced funding. Certain classified employees who are currently employed will be impacted by layoff in implementing this Resolution. By statute, affected employees must be given Notice of Layoff not less than 60 calendar days before their effective date of layoff and be informed of their employment rights associated with this action. Resolution No. 78/19-20 identifies the specific impact to implement the needed staffing reduction in classified services.

RECOMMENDATION:

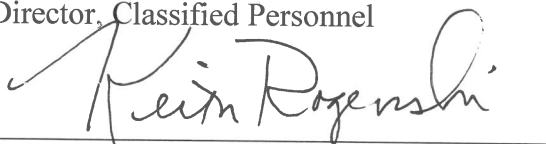
Adopt Resolution No. 78/19-20 in the matter of the Elimination and/or Reduction of Classified Positions for the 2020-21 School Year.

BUDGET IMPLICATIONS:

Upon full implementation, this action will reduce the combined expenditure of general funds and categorical funds by approximately \$307,000 per year.



Nancy Gamache
Director, Classified Personnel



Keith Rogenski
Assistant Superintendent
Human Resources



Rick Schmitt
Superintendent

4.3
Item Number

**RESOLUTION NO. 78/19-20
ELIMINATION AND/OR REDUCTION OF CLASSIFIED POSITIONS**

WHEREAS, the projected revenues from external or categorical sources or general funds of this District for certain classified positions will be eliminated and/or reduced for the 2020-2021 school year, and

WHEREAS, the projected number of available positions for certain classified classifications will be eliminated and/or reduced to meet specific program needs, and

WHEREAS, such reduced revenues and program changes do not provide sufficient funds to retain all current employees in affected classifications, and

WHEREAS, such reduced, limited or discontinued income from external or categorical sources or general funds require that certain classified positions be eliminated and/or reduced;

NOW, THEREFORE, BE IT RESOLVED that the following classified services are hereby eliminated and/or reduced.

**LAYOFF-ELIMINATION AND/OR REDUCTION OF
CLASSIFIED POSITIONS**

<u>CLASSIFICATION</u>	<u>FTE – REDUCE/ELIMINATE</u>
Campus Monitor	0.4063
Classroom Paraeducator	1.0675
General Office Clerk	0.5725
Instructional Assistant	2.2591
Library Media Coordinator	1.2375
School Technology Instructional Assistant	1.3225
Senior Primary Intervention Para	0.1188
TOTAL FTE	6.9842

ADDITIONAL REDUCTION OF WORKDAYS

<u>CLASSIFICATION</u>	<u>DY CALENDAR/REDUCTION</u>
SPHCA/LVN	#1953 (203.5 DAYS) to #1850 (197.5 DAYS)

BE IT FURTHER RESOLVED that the District Administration be directed to notify the employees affected by this action in accordance with District procedure.

PASSED AND ADOPTED by the Governing Board of the San Ramon Valley Unified School District in Contra Costa County this 11th day of May, 2020 by the following vote,

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

5/11/20
Page 34 of 34
Item 4.3

TO-WIT: AYES:
 NOES:
 ABSENT:
 ABSTAINED:

I hereby certify THAT THE FOREGOING Resolution was duly and regularly introduced, passed and adopted by the Governing Board of the San Ramon Valley Unified School District of Contra Costa County at the regular meeting of said Board held on the 11th day of May, 2020.

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