2025 - 2028

AGREEMENT

between the

BOARD OF EDUCATION

of the

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CSEA
Chapter 65
Unit II, Clerical, Technical & Child Nutrition

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AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the San Ramon Valley Unified School District, hereinafter referred to as "District," and the California School Employees Association and its San Ramon Chapter 65, hereinafter referred to as "Association." The term "Agreement" as used herein means the written agreement provided for under Section 3540.a (h) of the Government Code.

ARTICLE I

RECOGNITION

The District recognizes the Association as the exclusive representative for classified employees in classifications assigned to the following: Clerical, Technical and Child Nutrition.

SPECIFICALLY EXCLUDED:

All Management Employees as designated by the District
All Confidential Employees
All Supervisory Employees
All Restricted Employees
All Short-Term Employees
All Substitute Employees
All Non-Unit Noon Duty Supervisors
All Employees included in SEIU Local 1021
All Employees included in CSEA Chapter 65, Unit III – Paraeducator

ARTICLE II

DISTRICT RIGHTS

A. The District retains all of its powers and authority to manage, direct and control the operation of the District to the full extent of the law. Included in those duties and powers, but not limited thereto, is the right to: direct the work of its employees; determine the kinds and levels of services to be provided and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the times and hours of operations; build, move, or modify facilities; contract out work in accordance with applicable law; develop a budget; and determine budgetary allocations.

B. In addition, the Board retains such rights which are not included in this Agreement. In the event of an emergency, the District and the Association will meet as soon as possible to determine the effects of the emergency declared by the Board of Education.

C. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, will be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with laws of California.

ARTICLE III

NON-DISCRIMINATION

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 to not participate in such organizational activities.

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 law on the basis of actual or perceived race, color, religious creed, age, sex, national origin, ancestry, political affiliation, marital status, pregnancy, physical and mental disability, gender, gender identity, gender expression, sexual orientation, or membership or participation in the legitimate activities of a recognized employee organization.

ARTICLE IV

ORGANIZATIONAL SECURITY

A. General Provisions

1. The Association has the sole and exclusive right to receive the payroll deductions for regular and chapter dues.

2. The Association certifies that it has and will maintain individual employee authorizations for the payroll deduction of Association dues.

3. The District shall provide an application and organizational materials for the Association membership to all new employees upon their hire in the District.

4. The Classified Personnel Office will provide the name, position, work site and personal contact information of all newly hired bargaining unit members to the CSEA President at least once each month.

5. The Association shall indemnify and hold harmless the District and its Board members, officers, agents, and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorney's fees, causes of action, liability and proceedings, of any nature, arising out of or related in any way to the provisions of this article.

B. Dues and Other Association-Sponsored Payroll Deductions

1. The District shall not interfere with the terms of any agreement between the Association and its employees with regard to an employee's membership in the Association, including but not limited to automatic renewal of annual membership, except as provided by law.

2. All current employees who are members of the Association shall continue to have dues and other Association-sponsored payroll deductions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.

3. The Association shall provide the District with written notification of all new employees for whom Association dues and other Association-sponsored payroll deductions are to be withheld.

4. Upon written notification by the Association to the District, the District shall initiate or discontinue the payroll deduction of Association dues and other Association-sponsored payroll deductions for an employee effective with the first pay period after the District receives notification of the authorization. The District shall not be obligated to put into effect any new or changed deductions until the first pay period after the change has been submitted.

5. The District shall transmit dues and other Association-sponsored payroll deductions to the Association no later than thirty (30) days after deduction from the employee's earnings occurs. The District shall provide the Association with a report which includes the names of all members and the amount deducted from the payroll warrant of each member when such deductions are transmitted to the Association. The District shall not charge

the Association for the withholding of membership dues as provided for in this Article.

6. The District shall remain neutral regarding an employee's decision to join the Association or participate in its activities. As such, employee requests to authorize dues/other deduction(s) or requests to change status regarding such deductions shall be directed by the District to the Association.

7. The Association will not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

C. New Employee Orientations (AB 119)

1. District Notice to Association of Bargaining Unit Members

a. The District shall provide the Association with the name and contact information for any newly hired unit member within thirty (30) days of their date of hire or by the first pay period of the month following their hire.

b. The District shall provide the Association a list of all unit members' names and contact information on or about the last working day of August, December and April.

c. For the purposes of implementing this section, the contact information will be provided to the Association electronically to a mutually agreeable, File Transfer Protocol site and shall include:

- First Name
- Middle Initial
- Last Name
- Suffix (e.g., Jr., III, etc.)
- Job Title
- Department/Primary Work Location
- Work telephone number
- Home street address, including city, state and zip code
- Home telephone number on file with the District with area code
- Personal email address on file with the District
- Last four digits of the social security number
- CalPERS status

- Hire date

2. Employee Orientation

   a. All new unit members shall be scheduled and required to attend a new employee group orientation as soon as practicable upon/following hire.

   b. The District shall provide the Association access to its new employee group orientations. The Association shall be notified of the date, time, and location of all such orientations. The Association shall receive not less than ten (10) days' notice in advance of such orientations, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

   c. Orientations shall be held on District property and be scheduled, insofar as practicable, to occur during employees' regular work hours. Employees who attend orientation outside their regular work hours shall be paid for their attendance.

   d. The association shall have up to one (1) hour of paid release time for up to two (2) chapter representatives, including the chapter president, to attend and conduct their orientation. The CSEA Labor Relations Representative may also attend the orientation. During the Association's portion of the orientation session, no District management staff member or non-unit member shall be present.

D. Protection from Interruption and Contact by Third Parties

1. The District and Association mutually agree that members have a reasonable expectation to work in an environment that is free from unwanted harassment, solicitation, and contact from third parties. The District will undertake reasonable efforts to provide such working environment to bargaining unit members.

2. The District shall notify the Association of any third-party requests it receives for information about bargaining unit members prior to providing the information sought by the requesting party.

3. The District shall limit the disclosure of information about bargaining unit members to third parties to that which is required by law.

E. Grievance

1. Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the negotiated grievance procedure. Any grievance of this Article may be filed by the Association and its chapter only, not by an individual employee, and may be initiated at Level II.

ARTICLE V

HOURS

A. Definitions

1. Full-Time Employee: A full-time employee is defined as an employee who works eight (8) hours per day / forty (40) hours per week.

2. Part-Time employee: A part-time employee is defined as an employee who works less than a full-time employee as defined in 1. above.

3. Full-Time Equivalence (FTE): The percentage of time worked out of a 40-hour week. Example: 20 hours per week (20/40) = .500 FTE.

4. Duty Year Calendar: The negotiated calendar which establishes the number of months per year, the first and last workdays, the number of regular workdays, vacation days and paid holidays, and any non-workdays for each classification in the bargaining unit.

5. Standard Work Week: A standard work week shall consist of five (5) consecutive days of eight (8) hours work each day for a total of 40 hours per week. By mutual agreement of the employee and site supervisor flextime schedules shall be allowed. The change in the starting time of duties shall not exceed two (2) hours' variance from the initially assigned hours. Any employee performing duties on a flextime schedule shall be compensated at the overtime rate only for those ours in excess of forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when necessary to carry on the business of the District as provided for in Article VI, Overtime.

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

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

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

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

1. The Personnel Action Form

2. The job description

3. The current salary schedule and calendar

4. The District/CSEA negotiated agreement and modifications

5. CSEA shall provide the District Personnel Office with CSEA membership forms for distribution to new employees.

C. Assignment

1. The work schedule for an individual employee shall be defined according to the definitions in "A" above based on the specific position in their classification to which they are assigned.

2. The actual work year schedule for positions in the same classification may vary by location, dependent upon individual assignments.

3. A work schedule may be changed by mutual agreement of the supervisor and the employee except that the Association must concur with any change beyond thirty (30) days in duration and provided that such change does not result in a reduction of total annual hours.

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

1. Full-time employees shall receive a minimum of thirty (30) consecutive, unpaid, duty-free minutes for lunch to be scheduled by the District at or about midpoint of the employee's work shift. The lunch period may be interrupted for emergencies, such as student illness or injuries and must

be approved by the Supervisor. In no event shall such employee be deprived of his/her thirty (30) minutes for lunch.

2. Part-time unit members may arrange with the supervisor for an unpaid, duty-free lunch period if it is not already included in the scheduled work hours.

3. A scheduled lunch period may not be shortened or skipped in order to shorten the workday.

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

5. For purposes of illustrating Sections 1-4 above, employees' entitlements to rest periods are as follows:

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

E. Minimum Call-In or Call-Back Time

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

F. Increase in Basic Hours

1. When additional hours are authorized, the additional hours shall be first offered to the individuals in that classification at that site whose schedule will accommodate the designated new hours in descending order of

seniority. If no individual at that site elects to pick up the additional hours, the additional hours shall be posted pursuant to this agreement. The site manager has the right to determine the assignment of the additional hours to the most appropriate positions.

2. An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of (20) consecutive workdays or more shall have his/her basic hours changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis pursuant to Education Code.

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

ARTICLE VI

OVERTIME

A. All work performed in excess of eight (8) hours in a day or forty (40) hours in a workweek shall be deemed overtime and shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate of pay. Any employee performing duties on a flextime schedule shall be compensated at the overtime rate only for those hours in excess of forty (40) hours per week.

B. Any employee required to work four (4) hours or more per day for more than five (5) consecutive days within a workweek (Monday - Sunday) shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked on the sixth (6th) day and double the regular rate of pay for all hours worked on the seventh (7th) day of the workweek.

C. All hours worked on holidays designated by this Agreement in Article IX – Sections A and C shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay in addition to the regular pay received for the holiday.

D. Overtime is not authorized unless the overtime has the prior approval of the immediate supervisor.

E. The District shall determine whether overtime shall be compensated by overtime pay or compensatory time off. An employee shall work overtime at the direction of the immediate supervisor if such overtime is to be compensated by overtime pay. An employee may decline overtime which is to be compensated by compensatory time off. Prior to assigning the overtime the immediate supervisor shall specify which method of compensation will apply.

F. Compensatory time off shall be taken at a mutually agreeable time within the twelve (12) calendar months following the month in which the overtime was worked and without impairing the District's services. If compensatory time is not taken within twelve (12) months, it shall be paid in cash.

ARTICLE VII

LEAVES

A. Leaves of Absence for Illness or Injury

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

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

2. An employee, employed five (5) days a week, who is employed less than full time or for less than twelve (12) months per year is entitled to that proportion of 96 hours leave of absence for illness or injury as the number of hours per week and months per year he/she is employed is proportionate to forty (40) hours per week twelve (12) months per year.

3. An employee employed less than five (5) days per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week is proportionate to five (5) days. When such persons are employed for less than a full school year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.

4. Pay for any day of such illness or injury absence shall be the same as the pay which would have been received had the employee served during the day of illness so long as the employee has a positive accumulation of sick

leave hours on the District's records.

5. At the beginning of each employee's school year as defined by position assignment, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of probationary service with the District.

6. Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage, or childbirth, and recovery there from. The length of the absence shall commence and terminate on dates determined by the employee and the employee's physician.

7. If an employee does not take the full amount of sick leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.

8. Employees may convert unused sick leave to retirement credit subject to and in accordance with applicable Ed Code or Government Code, or other applicable law if the employee is filing a request for retirement.

9. An employee may elect to waive sick leave benefits temporarily in order to coordinate SDI with sick leave, to provide combined SDI and sick leave payment equal to full day's pay to the extent of available sick leave. (See Article XII, H.)

B. Entitlement to Other Illness or Injury Leave

1. After the exhaustion of sick leave and other paid leave, a unit member who is absent from duty due to long-term illness or accident for more than five (5) consecutive days and who has submitted medical verification satisfactory to the District of the cause of the absence, shall be entitled to receive the difference between the amount actually paid a substitute employee employed to fill his/her position during his/her absence and the salary which would have been paid to the employee.

2. Entitlement to such difference pay shall expire five (5) months after the first date of absence. Benefits under this section are for long-term illness or accident whether or not the absence arises out of or in the course of the employment of the employee.

3. If the employee does not exhaust the five (5) month period during a school year, the employee shall be entitled to differential pay for the remainder of the five (5) month period in the subsequent school year. An employee shall be entitled to one five (5) month period for any one illness or accident.

4. When an employee is absent from his/her duties on account of illness for a period of five (5) months or less according to the terms of this article, the District contributions toward health and welfare benefits shall continue for a period not to exceed five (5) months without regard to whether the employee is receiving differential salary.

C. Catastrophic Leave

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

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

1. The classified leave bank will include all permanent classified employees in all three classified bargaining units. The donation of one (1) day of sick leave shall be prorated by FTE when credited to the pool. For example, a .75 FTE employee donating one (1) day shall increase the pool by .75 FTE.

2. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and one (1) bargaining unit member from each of the three (3) classified units selected by the respective association/union. Approval of sick leave requests will require support of four (4) out of five (5) committee members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.

3. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have fifteen (15) equivalent days of accumulated sick leave as of the first duty day of the fiscal year to be eligible for membership in the bank. Eligible unit members must notify

the Human Resource Office in writing during the designated open enrollment period of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) FTE sick leave day.

a. The District shall notify all unit members annually of the designated open enrollment period for participation in the Catastrophic Leave Bank.

b. Upon closing of the annual open enrollment period for Catastrophic Leave, the District shall provide each classified unit president with the following:

   i. The number of hours contributed to the bank by classified employees for the current year.

   ii. The names of the classified employees participating in the bank.

   iii. The total number of accumulated hours in the bank.

4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than two hundred (200) days / sixteen hundred (1600) hours, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. A maximum of 200 sick leave days per year may be withdrawn annually from the bank. Sick leave from the bank may not be granted for any illnesses or injuries to be covered under Workers' Compensation.

5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.

6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.

7. Catastrophic Leave Bank Benefit: After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to thirty (30) days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.

8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.

D. Industrial Accident and Illness Leave

1. Employees shall be entitled to no more than sixty (60) days of fully paid leave under this provision in any one school year for the same accident, or as consistent with the Education Code. Thereafter leave for industrial accident or sickness shall be in accordance with the Education Code or the Board of Education policies and procedures.

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 indemnity 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 indemnity 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.

E. Additional Leave for Non-Industrial Accident or Illness

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

F. Bereavement Leave

1. An employee shall be granted a leave with full pay in the event of the death of any members of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if travel in excess of 300 miles one way is required. The immediate family is defined as spouse, domestic partner, son, daughter, mother, father, grandmother, grandfather, sister, brother, aunt, uncle, niece, nephew, grandchild or any person living in the immediate household of the bargaining unit member. Bereavement leave shall also be granted due to miscarriage or stillbirth.

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

G. Personal Necessity Leave

Employees may use up to seven (7) days of accumulated sick leave each school year for personal necessity. Leave may be taken in increments of at least one (1) hour and may be used under the following conditions:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).

2. Accident or illness involving the employee's person or property, or the person or property of a member of his/her immediate family (as defined in F. above).

3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

4. Paternity Leave at the time of birth or immediately thereafter.

5. The adoption of a child at or immediately after the time of placement.

6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.

7. Observance of religious holidays.

8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.

9. Compelling personal business.

   For reason (9) above, no reason must be given and no prior approval is required. Unit members are encouraged to provide advanced notice to their supervisors whenever possible. Unit members may not take more than three (3) compelling personal business days per school year.

   These days are not intended for personal convenience, vacation, extension of a holiday or recess period, or for matters that can be addressed outside the regular work hours.

Immediate family as used herein is defined under Bereavement Leave.

H. Military Leave

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

I. Other Leave

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

J. Judicial Leave

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount payable for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

2. Any full-time employee who serves no more than four (4) hours of jury duty in any day shall be entitled to one-half (1/2) the paid leave payable under paragraph 1. above and shall return to work for the balance of the workday. Employees using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.

3. A part time employee who serves jury duty no more than one-half (1/2) of his/her normal shift shall report to duty at the end of such service. A part-

time employee serving one-half (1/2) or more of the normal shift on jury duty shall be excused from work that day without loss of pay.

4. An employee who is subpoenaed as a witness in a court or administrative proceeding shall be provided leave with pay to testify, unless he/she is a voluntary witness.

K. Association Leave

1. Up to three (3) Association representatives, according to CSEA's formula, shall be granted a total of five (5) days each of paid release time per school year for annual CSEA conference attendance, subject to the following conditions:

   a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.

   b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.

2. In addition, Association officers may request a maximum of eight (8) hours of release time per month for Association business. Such release time shall be used in minimum increments of two (2) hours and shall be subject to the following conditions:

   a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.

   b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.

   c. This time is an addition to reasonable release time for processing grievances and is non-cumulative.

3. Job Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances.

4. Association President's release time:

   a. The District shall grant up to a full day per week release for the Association President upon request.

b. The Association President shall receive compensation and benefits as though s/he were a regular employee of the District.

c. The Association President shall be advanced on the salary schedule as though s/he had been a regular employee of the District.

d. The Association and District shall discuss the payment of all salary and benefit expenses equal to the cost of the replacement for the Association President as of the first day of school.

e. The Association President shall have the right to return to the exact position and department/school s/he was employed prior to receiving the Association Leave.

f. Other provisions of the Association leave included in this Contract are not affected by this leave.

L. Personal Business Leave

1. A permanent employee may take two (2) days of paid leave per school year in increments of not less than one (1) hour.

2. Employees taking personal business leave shall submit a request for leave of absence to their immediate supervisor prior to taking the leave except where circumstances dictate that the employee's absence is immediately necessary. The Classified Personnel Administrator shall require a written verified explanation of the basis for the leave from the employee when such absence occurs during a work stoppage.

M. Study or Retraining Leave

1. The Board may grant any unpaid leave of absence not to exceed six (6) months for study or retraining to meet changing conditions within the District.

2. Such leave may be taken in periods of less than six (6) months, provided that the separate periods of leave shall be commenced and completed within a three-year (3) period.

3. The employee must return as an employee of the District for at least a six (6) month period after such leave.

4. No leave shall be granted under this Article to any employee who has not been employed by the District for at least five (5) consecutive years, and no more than one (1) such leave shall be granted in each five-year period.

N. Leaves – General

1. The District will, within technological capabilities, attempt to provide notification of employee leave balance twice a year.

2. Leave benefits shall not be used for withholding of service or work-stoppage-related activities of any kind.

3. Non-illness absences require approval by the employee's immediate supervisor and the Classified Personnel Administrator. Failure to obtain such approval may result in loss of pay.

O. Return from Leave

1. The District may require a physician's verification of illness when it determines that the employee's sick leave usage indicates a pattern of potential abuse. An example of potential abuse may include absence for three (3) or more consecutive days contiguous with the weekend or vacations on a repeated basis.

2. It is the responsibility of the employee who has been absent for reasons other than regularly scheduled vacation to notify his/her supervisor as to the day he/she will return to work. Failure to do so, in instances where a substitute is being utilized, may result in the employee being sent home and the substitute retained. The additional day's absence may result in loss of pay or loss of such leave.

P. Family Care Leave

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

Q. Paid Family Leave

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

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

R. 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.

S. Absence Without Leave

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

T. Family School Partnership Leave

The District will provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities of the school where their children attend. Employees must provide their supervisor forty-eight (48) hours notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist. This leave will be charged to the employee's accrued vacation or personal business leave in increments of one-half (1/2) hour. If the employee does not have accrued vacation or personal business leave the leave will be charged as "no pay".

U. District Employment Leave

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

ARTICLE VIII

TRANSFERS, PROMOTIONS, DEMOTIONS AND REINSTATEMENTS

A. Definitions

1. Transfer: A transfer is a move from one position to another position or from one work site or department to another within the same classification.

2. Reassignment: A reassignment is an administrative move from one position to another within the same classification at the same work site.

3. Promotion: A promotion is a change from one classification to a different classification with a higher base salary range.

4. Demotion: A move from one classification to a different classification with a lower base salary range.

5. Reinstatement: Return to former classification without a break in service within the contractual time period.

6. Internal Candidate: An internal candidate is someone who is currently employed in a classified position in any of the classified bargaining units. This excludes persons who are not covered by classified bargaining unit agreements.

7. External Candidate: An external candidate is someone not currently employed by SRVUSD or who is employed by SRVUSD in a position not covered by classified bargaining unit agreements.

B. Posting of Vacancies

1. The posting period for vacant positions shall be five (5) working days. Posting notifications will be sent by email to all bargaining unit members and updated timely on the website. Each work site shall provide access to a computer to those employees who are not assigned a district computer.

2. The vacancy notice shall include: job title, assigned work site, number of paid hours per week and months per year assigned to the position, anticipated work hours (including unpaid lunch where applicable), salary range, unit to which the position is assigned, and the deadline for applying. A brief description of the position and minimum qualifications required for the position shall be included in the vacancy notice or be available at the work site. The notice may also include qualification criteria unique to the site or specific position. Any criteria unique to the site or specific position must be consistent with the job classification.

3. During the posting period, the vacancy shall not be permanently filled.

4. Between the last day of one school year and the first day of the succeeding school year, vacant positions must continue to be posted; however, the District may immediately fill any vacant position per Section C Order of Filling Vacancies.

C. Order of Filling Vacancies

Vacant positions shall be filled in the following order in accordance with Section D below:

1. Employees requesting transfer will first be considered to fill vacancies.

2. Vacancies not filled by employees requesting transfer will be filled by employees with job rights needing placement due to impact of layoffs. Laid off employees are offered positions in the reverse order of layoff, regardless of the hours per day of the former position, and in accordance with Education Code requirements and Association agreement.

3. Internal candidates will be considered for vacancies not filled by employees requesting transfer or employees in layoff status with job rights. Reason for non-selection of any such employees will be provided by the hiring administrator to the Classified Personnel Administrator.

4. External candidates will be considered for vacancies not filled by employees requesting transfer, employees in layoff status with job rights, or internal candidates. Administrators will not have access to outside candidate applications or interview external candidates until ~~all~~ internal candidates have been determined not qualified.

5. Internal candidates applying for vacant positions after the five (5) day posting period has closed will be considered along with the external candidates.

D. Internal Candidates

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

1. Qualifications

2. Evaluations (for existing employees)

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

3. Length of District service in similar positions based on hire date.

4. Other job-related factors as described in the job description.

5. If multiple internal candidates are determined to be equally qualified for a vacancy by the selecting administrator, the most senior candidate will be recommended for appointment.

E. Notification Process

Once the job posting has closed, applicants will receive an email from the Human Resources Department. Within two weeks of the posting closing, the applicants based on the Order of Filling Vacancies will be notified of the status of their application. Applicants who apply when the position is 'Open Until Filled' will be notified of their application status.

The District will notify the selected internal candidate(s) of the hiring committee's selection on the same day. Internal candidates that were not originally selected, but remain hirable for the role will be notified within three (3) business days of the position being offered. Internal candidates who were not selected may notify human resources in writing that they with to have a conference with the Human Resources Director. Such conference shall occur within three (3) business days of the notification, unless mutually agreed to postpone. An employee who is denied a vacant position can request a written statement of the reasons for their non-selection.

F. Employee Initiated Transfers

1. Any employee may request consideration for a posted vacancy by using the approved submission method mutually agreed upon by the District and the Association within the posting period.

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

G. District Initiated Transfer

1. The District may transfer an employee, within their classification, to balance workloads or to reduce excess staff. Transfers will be made based on site seniority by classification. An employee impacted by a proposed District-initiated transfer shall be provided written notice of the proposed action, including the basis for the transfer, prior to the required conference in Section G.3.

2. The District may initiate an employee transfer, within their classification, to mitigate irreconcilable work-related conflicts that are having an adverse impact on the department, site, and/or program. Prior to determining any transfer, the District shall meet with the CSEA Chapter President (or designee) to review all relevant facts, discuss potential alternatives, and engage in good-faith consultation. No decision shall be finalized until the meeting has occurred and the Union has been provided a meaningful opportunity to participate.

3. A conference will be held with the employee, and written notice provided no fewer than ten (10) working days prior to the effective date of transfer. The employee shall be entitled to Union representation at the conference. Such transfers may occur in less than ten (10) working days by agreement of the District, the employee, and the Association.

H. Promotion

1. Any employee may request consideration for a promotion using the approved submission method mutually agreed upon by the District and the Association within the posting period.

2. The probationary period for a permanent employee selected for promotion, beginning January 1, 2021 shall be six (6) months or 130 days in paid service, whichever is longer.

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

I. Alternative Assignments

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

ARTICLE IX

HOLIDAYS

A. Employees shall be entitled to the following fifteen (15) holidays provided such holidays fall within the normal work year and the employee is in ~~a~~ paid status during any portion of his/her assigned workday immediately preceding or succeeding the holiday:

Independence Day	Designated day during Winter
Labor Day	Recess (in lieu of Lincolns Day)
Veteran's Day	New Year's Day
Day before Thanksgiving	Martin Luther King Jr. Day
(in lieu of Admission Day)	Presidents' Day
Thanksgiving Day	Friday or Monday of Spring Recess
Day after Thanksgiving	Memorial Day
Christmas Eve	Juneteenth
Christmas Day	

Additional holidays established by the Education Code for classified employees shall be granted to members of the Unit within the limitations of this Article.

B. Except as otherwise in adopted calendars, when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

C. The Board may, in its discretion, declare additional holidays (Trustee holidays).

D. The classified personnel calendars shall include the above fifteen (15) holidays, but the District shall negotiate with the Association before adopting the dates for observance of these holidays. CSEA agrees to any waiver request which the District may make to the State Board of Education to change holidays as required by school instructional calendars during the term of this agreement.

E. When a classified employee is required to work on a holiday, he/she shall be compensated or given compensatory time off for such work at a rate of not less than his/her normal overtime rate of pay in additional to the regular pay received for the holiday.

F. An employee who is not scheduled to work during the December-January recess and the spring recess shall be paid for holidays which occur within such recesses, providing the employee is in paid status on his/her assigned workday immediately preceding or succeeding the recess.

G. All holiday pay shall be based on an equivalent day, which is defined as one-fifth (1/5) the average weekly hours to which the employee is normally assigned.

ARTICLE X

VACATIONS

A. Regular employees are entitled to vacation in accordance with this Article. Only regular permanent employees are entitled to take vacation.

B. Full-time employees (40 hours per week) employed for twelve (12) months per year shall receive one (1) day (8 hours) vacation for each month worked during the year. The term "months worked" shall include any time on paid leave of absence.

C. After completing five (5) years of service, full-time regular employees employed twelve (12) months per year shall be awarded a total of fifteen (15) days (120 hours) vacation annually.

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

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

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

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

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

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

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

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

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

E. Prior Approval – All Employees

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

F. Use of Accrued Vacation Leave Above Base

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

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

G. Regular employees may not use vacation before it accrues.

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

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

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

The procedure for doing this is as follows:

1. Submit a new leave request for vacation giving the new days to be charged as vacation and the dates to be charged to sick leave.

2. Provide supporting documentation to verify the illness. Appropriate documentation would be a signed and dated hospital release or a doctor's statement, verifying that the employee or a qualifying family member needing the employee's assistance and/or care was under a doctor's care.

3. The employee will submit the documentation required to the Classified Personnel Administrator who will review and approve or deny the exchange days. Copies will be returned to the employee within ten (10) working days of receipt by the Classified Personnel Administrator.

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

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

K. Vacation Payout for All Crossing Guards and Child Nutrition Employees Who Are Assigned Less than Four (4) Hours/Day

Regular employees in this category shall have their base accrual vacation pay included in their monthly pay warrants. However, employees in this category will not be permitted to use accrued vacation. Employees in this category will be paid in the July 10th payroll for vacation accruals over one (1.0) equivalent days earned during that academic year.

ARTICLE XI

EVALUATION PROCEDURES

A. Evaluation

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

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

B. Frequency of Formal Evaluation

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

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

2. Permanent employees shall be evaluated a minimum of once every other year on or before the tenth (10th) workday prior to the end of their duty year. Evaluations which are not completed by the supervisor as scheduled will be completed the following year.

3. The evaluator may evaluate a permanent employee more frequently, if necessary, in his/her discretion, except that not more than three (3) Employee Performance Reviews shall be prepared for a permanent employee within one work year. In the event an employee is on extended medical leave, the evaluation process shall be postponed until the employee has returned to work and has had sufficient time to reestablish themselves in their role. The timeline for resuming the evaluation will be determined by the length of the leave.

C. Presentation of Evaluation

Evaluations shall be made on Employee Performance Review Forms provided by the Personnel Department. At the time the evaluator receives the evaluation form from the District Office, the evaluator shall notify the

employee of the impending evaluation. Upon completion, the evaluator shall present the evaluation to the employee and discuss it with the employee. The evaluation shall be signed by the employee to indicate receipt, and the employee shall be given a signed copy. The employee's signature does not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be placed in the employee's personnel file.

D. Employee investigations that substantiate areas of concern can be used in an employee's evaluation. Unsubstantiated areas of concern cannot be used in an employee's evaluation.

E. Evaluators shall make every reasonable effort to communicate performance concerns with the employee in a timely manner, prior to the issuance of an unsatisfactory evaluation. Performance concerns that occur within 15 working days prior to a scheduled evaluation meeting may be addressed for the first time at the evaluation.

F. When a unit member is rated below satisfactory in any area, the evaluator shall provide the reasons for the rating(s) in writing. The evaluator shall provide specific recommendations for improvement and appropriate support to assist the unit member in implementing these recommendations.

G. Rebuttal to Evaluation

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

H. Employees seeking to file a complaint may utilize the district's procedures for filing a complaint against personnel, as outlined in Board Policy 1312.1.

I. Records

1. Material used as a basis for evaluation shall not be placed in the personnel file without first providing the employee with a copy of the material which is being placed in the file. The employee shall have an opportunity to respond in writing and such response shall be attached to the material.

2. Information of a derogatory nature shall not be entered in the employee's personnel file until the employee is given a copy and written notice that such material will be entered. Following such notice, the employee may within ten (10) business days thereafter review the material and submit his/her written comments, if any, to be attached to such material. Such review shall take place during normal business hours, and the employee

shall be released from duty for this purpose for a reasonable amount of time without loss of wages.

3. The employee shall be permitted to review his or her personnel file. Employees will make arrangements with the Human Resources Department to review their files in advance and at times which are least disruptive to their worksite.

J. General: The District and Association agree to use the new 'Classified Employee Performance and Review' and 'Employee Self Reflection Goal' forms effective July 1, 2025. New Appendix D (CSEA II)

K. Complaints Against Employees

1. A copy of any written complaint about an employee shall be provided to the employee by the supervisor within ten (10) workdays of receipt. This requirement shall not apply to a complaint which is the subject of a police investigation. Pursuant to the procedure in this Agreement and Board Policy, unfounded complaints shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

2. Upon being notified of such a complaint, within ten (10) work days the employee may request a meeting with the supervisor, and complainant, if appropriate, to be scheduled within thirty (30) work days. Any lack of a meeting, however, shall not preclude placement of the complaint in the employee's personnel file.

3. If the complaint remains unresolved then it shall be subject to the provisions of Board Policy and Procedure 1312 regarding Complaints Concerning School Personnel.

4. Complaints shall not be entered in the personnel file except in accordance with Section E.2.

5. Any information arising from a complaint against the employee shall not be placed in the employee's evaluation or personnel file unless the complaint has been founded and the employee is informed of the complaint and findings.

ARTICLE XII

EMPLOYEE BENEFITS

A. Health and Welfare Benefits

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

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

2. Eligible employees may select from District medical, dental, vision, and life insurance plans.

3. In the event that no medical carrier other than Kaiser is available for a pending plan year, such circumstance will be promptly communicated by the District to the Association, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation as soon as possible following notification.

B. Eligibility

1. Employees who are employed for twenty (20) hours or more per week (i.e., .500 FTE and higher) shall be eligible to participate in District health, dental, vision and life insurance plans.

2. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children.

3. Retirees' domestic partners and their children are not eligible to be added to retiree coverage unless the domestic partnership commenced prior to the retirement of the employee.

4. Employees who have ten (10) years of continuous benefits-eligible service immediately prior to retirement may continue the benefits in which they were enrolled as active employees. The cost to the retiree is the full cost of the retiree rate. A retiree is defined as a person who is an annuitant in PERS or STRS.

C. Full Time Employees

1. Full-time employees must exercise their option to participate within thirty (30) days of employment or eligibility. After thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in dental and/or vision plans may only occur with a qualifying life event.

2. Effective January 1, 2027, the cash-in-lieu option shall be closed to all new participants. Employees enrolled in the cash-in-lieu option prior to January 1, 2027, shall be grandfathered and permitted to continue participation under the terms of this provision. Any grandfathered employee who voluntarily discontinues participation in the cash-in-lieu option shall permanently forfeit eligibility and shall not be eligible to re-enroll at any future date.

Benefit-eligible employees grandfathered under this provision who have provided proof of alternative employer group medical coverage and who previously elected to receive cash in lieu of District-provided medical coverage shall continue to receive the cash-in-lieu payment of four hundred sixty-four dollars ($464) per month on a pro rata basis. Employees grandfathered under this provision may continue to purchase dental and/or vision benefits through the District at their full cost.

3. Eligible employees are enrolled in the District-paid standard term-life insurance plan ($50,000) upon benefits eligibility. Eligible employees may elect an additional fifty thousand dollars ($50,000) in life insurance coverage at no cost upon their initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.

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

1. Employees who work twenty (20) hours or more per week but are not full-time qualify for the above District contributions for medical, dental, vision, and life insurance on a prorated basis, provided the employee pays the difference in costs for the benefits selected. Such employees shall exercise their option to participate within thirty (30) days of employment or eligibility. After thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in dental and/or vision plans thereafter may only occur with a qualifying life event.

2. Effective January 1, 2027, the cash-in-lieu option shall be closed to all new participants. Employees enrolled in the cash-in-lieu option prior to January 1, 2027, shall be grandfathered and permitted to continue participation under the terms of this provision. Any grandfathered employee who voluntarily discontinues participation in the cash-in-lieu option shall permanently forfeit eligibility and shall not be eligible to re-enroll at any future date.

Benefit-eligible employees grandfathered under this provision who have provided proof of alternative employer group medical coverage and who previously elected to receive cash in lieu of District-provided medical coverage shall continue to receive the cash-in-lieu payment of four hundred sixty-four dollars ($464) per month on a pro rata basis. Employees grandfathered under this provision may continue to purchase dental and/or vision benefits through the District at their full cost.

3. Eligible employees are enrolled in the District-paid standard time-life insurance plan ($50,000) upon benefits eligibility. Eligible employees may elect an additional fifty thousand dollars ($50,000) in life insurance coverage at their prorated cost upon initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.

4. A part-time employee who receives a permanent appointment to a full-time position (8 hours/1.0 FTE) may elect to move from cash in-lieu to benefit coverage within 30 days of the full-time appointment.

E. 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 Affidavit of Domestic Partnership with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership ended due to the death of one of the partners.

g. The two parties agree to notify the San Ramon Valley Unified School District Human Resource Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.

3. Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, file with the District a San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.
The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

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

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

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

4. Termination

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

a. One partner sends by certified mail to the other partner, a notarized written notice that he or she is terminating the partnership.

b. One of the domestic partners dies.

c. One of the domestic partners marries.

d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.

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

G. Paid Leave Benefits

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

H. Unpaid Leave Benefits

Employees on approved unpaid leaves and not eligible for the district paid benefits continuing through other leave provisions, may elect to continue health, dental, vision and life insurance allowed by the provisions of the plans in force in the District, subject to payment by the employee to the District of the premiums for continued coverage on a month-to-month basis. Payments to the District for such premiums that are in excess of thirty (30) days late may result in cancellation of coverage.

I. California State Disability Insurance

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

J. Mileage

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

1. Travel between work sites to which the employee is assigned.

2. Travel assigned or approved by the District for other purposes.

K. Benefits Study Committee

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

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

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

L. Early Retirement Incentive

Either CSEA or the District may request to meet and confer regarding the potential development of an Early Retirement Incentive. Upon such a request, the parties agree to schedule and convene an initial meeting within six (6) weeks.

M. Post Retirement Benefits

1. Employees aged 55-65, with ten (10) years of combined continuous benefits-eligible service in Unit II immediately prior to retirement, may continue to enroll and pay the entire cost of a full benefits packaged available to active employees. The cost to the retiree is the full cost of the retiree rate. A full benefits package includes medical, dental, vision, and life insurance. A Retiree is defined as a person who is an annuitant in PERS or STRS. The District may unilaterally end this option if there is an adverse effect on the plan rates or experience factors.

N. Post Retirement Trust

1. For employees hired before October 1, 2002, and who retire on or after 7/1/07, are at least fifty-five (55) years of age, and who have ten (10) years of continuous Unit II, Clerical/Technical/Child Nutrition benefits-eligible service immediately prior to retirement, the District will contribute $290 per month (during the 2020 plan year) contribution which is increased annually by the Consumer Price Index for all Urban Consumers for San Francisco-Oakland). The District will contribute the pro-rata share for part-time benefits-eligible employees who meet the same eligibility requirements.

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

2. For employees who retire from the District after 7/1/86, and before 7/1/07, the District shall contribute an amount equal to active Kaiser single party medical coverage per month toward medical benefits, from age fifty-five (55)

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

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

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

3. To determine the pro-rated retiree benefits level for employees who have worked at more than one level of full-time equivalence, the employee may designate the ten (10) consecutive years, July 1 through June 30, to be used in retiree benefit level calculation. Time lost as a result of involuntary reduction in hours/layoff shall not be used in calculation of retiree benefit

level, provided that the employee has not turned down an offer of employment of the same or greater hours.

4. Employee Contribution Contingency – Retired Employees Benefits Plan and Trust

   a. In any fiscal year in which the negotiated salary schedule increase is zero (0) percent, there will be no contribution made to the Retiree Benefit Plan and Trust.

   b. Any required employee contribution that would otherwise have been made in a fiscal year with zero (0) percent ongoing salary schedule increase shall be deferred and trued up in the immediately succeeding fiscal year in which an ongoing salary increase greater than zero (0) percent is applied to the CSEA salary schedule.

   c. In any year which CSEA is required to make a contribution to the retiree benefit trust based on the most current actuarial valuation, and the District elects to absorb that required contribution on behalf of any other bargaining unit, the District shall similarly absorb the actuarially determined contribution for CSEA.

ARTICLE XIII

SAFETY

A. Alleged violations of safe working conditions shall be reported to the employee's immediate supervisor and may in addition be reported to the Safety Committee. If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL OSHA, and not process it as a grievance.

B. The District Safety Committee shall include one (1) bargaining unit representative each from Unit II and Unit III appointed by the Association. The chairperson of the committee shall be a District administrator, who shall schedule meetings of the committee. The committee shall meet at least once every three (3) months. Request for other meetings shall be submitted to the chairperson.

C. The committee member appointed by the Association shall be allowed release time for committee meetings.

D. No employee shall be discriminated against for reporting any condition which he/she believes to be in violation of health and safety codes.

ARTICLE XIV

SALARIES / WORKING OUT-OF-CLASS / RECLASSIFICATION

A. Salary Schedule

For 2025-26, there shall be no changes to the Unit II salary schedule.

B. Split-Shift Differential

Employees who work split shifts shall be paid a differential of $3.00 per day. A split shift is one including a break of a) at least one (1) hour and a change of work site or b) more than one (1) hour at the same work site.

C. Working Out of Classification

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

If an employee has not been directed in writing but believes he/she is being required to perform duties inconsistent with his/her job description, the employee will immediately notify his/her immediate supervisor and the Human Resource Department, in writing. The immediate supervisor will provide a written response to the employee. This response shall include a determination indicating whether the employee is expected to perform the duties as assigned pending further review or if the duties will be suspended until clarification is provided.

D. Longevity

1. An employee shall receive an increase of four percent (4%) of his/her base rate of pay upon completion of five (5) years of continuous service with the District; six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, ten percent (10%) after twenty (20) years of continuous service, and twelve percent (12%) after twenty-five (25) years of continuous service. Effective July1, 2022, employees who have completed twenty-five (25) years of continuous service with the District shall receive thirteen percent (13%) of his/her base rate of pay and employees who have completed thirty (30) years of_continuous service shall receive sixteen percent (16%) of his/her base rate of pay. Effective July 1, 2023, employees who have completed

thirty-five (35) years of continuous service with the District shall receive twenty percent (20%) of his/her base pay rate for their longevity with the District.

2. Persons laid off and reemployed within 39 months of separation shall not be deemed to have suffered a break in service for purposes of computing service years for longevity entitlement.

E. Professional Growth

1. Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries when they meet the specific conditions set forth in this section. Each employee may earn a maximum of four (4) awards for a cumulative total of twenty percent (20%) of their regular monthly salaries during their District employment.

   An employee must complete at least nine (9) semester units or equivalent to be eligible for each award. An employee will receive credit for a maximum of three (3) semester units or their equivalent per year toward the eligibility for an award. If an employee earns more than the maximum of three (3) semester units per year, the employee may apply the remaining uncredited units to other year(s).

   Once an employee has been credited with nine (9) semester units or their equivalent, the employee is eligible to receive the first professional growth award (5% of current base salary schedule placement).

   Once an employee has been credited with eighteen (18) semester units or their equivalent, the employee is eligible to receive the second professional growth award (10% of current base salary schedule placement).

   Once an employee has been credited with twenty-seven (27) semester units or their equivalent, the employee is eligible to receive the second professional growth award (15% of current base salary schedule placement).

   Once an employee has been credited with thirty-six (36) semester units or their equivalent, the employee is eligible to receive the second professional growth award (20% of current base salary schedule placement).

2. All course work shall be related either to the employee's current job or other potential employment within the District.

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.

F. Classification/Reclassification

1. Purpose of Reclassification Procedures

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

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

2. Reclassification Criteria

   a. Reasons for reclassification:

      1) Significantly new job duties and/or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor.

      2) The purpose(s) and/or function(s) of a position or classification have been permanently changed by the District beyond the job description.

   b. Reasons that are not a basis for reclassification:

      1) Workload increases will not be considered a basis for reclassification. (Workload means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification).

      2) Seniority, or length of service, in the position shall not be a basis for reclassification.

      3) Assuming duties on one's own behalf shall not be considered a basis for reclassification.

   c. Other considerations:

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

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

3. Request for Reclassification

   a. Bargaining unit members are entitled to request that a position be reclassified, a group of positions within a classification be reclassified, or the entire classification be reclassified. Bargaining unit members who believe they have been directed to perform duties out of their job classification shall inform the evaluating supervisor and CSEA in writing, with a copy to the Human Resources Department, by September 30 of the current school year. Prior to October 30, the bargaining unit members and his/her supervisor shall meet to discuss the employee's rationale for a potential reclassification, the assignment of job duties in relation to the actual job description, and the additional duties that bargaining unit members have been requested/required to do.

   b. If the bargaining unit members and/or supervisor wish to pursue the reclassification request, the bargaining unit members shall submit the reclassification packet to CSEA and a copy to the Human Resources Department no later than November 15.

   c. All reclassification packets submitted by the deadline date will be collaboratively reviewed by the District and local Association leadership representatives. Only reclassification packets that meet all contractual requirements and reclassification criteria will be forwarded to the panel for further consideration. The Association will notify unit members whose reclassification packets will not be considered by the reclassification panel.

   d. Nothing in this section shall preclude the employer's right to initiate reclassification. In such case, CSEA will be notified at the initiation of the District's intended reclassification.

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

5. Reclassification Process

   a. All requests which meet the criteria below shall be reviewed by a three-member panel which shall include one appointee from CSEA, one

appointee from the District, and a neutral appointee mutually selected by the District and CSEA.

1) The cost of the neutral appointee shall be shared equally by CSEA and the District.

2) The review panel shall meet in December, or as early thereafter as possible.

3) The recommendation of the panel shall exclusively pertain to either approval or denial and accompanied by an explanation of the basis for the recommendation.

   The recommendation of the panel shall be advisory and forwarded to the Superintendent who will make a recommendation to the Board of Education for final action.

4) A copy of the panel's recommendation will be submitted to the employee.

b. The employee requesting the reclassification shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel. The evaluating supervisor may be asked by the panel to comment in writing or verbally regarding his/her analysis of the assigned job duties and the employee's request.

6. Authority of the Review Panel

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

      1) Range placement

      2) Changes in the job description

      3) Changes in the job title

      4) Creation of a new classification or range

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

8. Final Decision and Implementation

    a. The Superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent shall review the panel's recommendation and determine whether it should be approved. The Superintendent's decision shall be final.

    b. Reclassifications approved by the Superintendent that result in changes in job descriptions and/or salary ranges shall be negotiated between the District and the Association before they are forwarded to the Board of Education for approval.

    c. Upon request, the District and the Association will meet to review the changes approved through the reclassification process to assess their impact on the integrity of the salary schedule and classification structure.

    d. Upon request, the Association President shall meet with unit members whose reclassification requests are denied for an explanation of reasons for the denial.

    e. All approved reclassifications shall take effect retroactive to September 30 of that school year.

9. General Provisions

    a. Placement in Class: Every position shall be placed in a class.

    b. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

    c. Reclassification Salary: Upon reclassification upward of a position class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s) and placed on the lowest step which will provide a two-and-one-half percent (2 ½%) salary increase, unless such a step does not exist. Reclassification shall not change an employee's anniversary date.

    d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out-of-class duties.

The employee will be paid appropriate out of class differential retroactively from September 30 of the current school year to the date of notification.

G. Payroll Period

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

H. Pay Plan

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

2. 12 month pay plan: The monthly rates for 12-month positions are calculated by multiplying the employee's hourly rate from the salary schedule by 173.333. The annual rate is determined by multiplying the employee's hourly rate by 2080 (173.333 x 12 months).

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

I. Initial Salary Placement

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

J. Step Advancement

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

advancement will continue until the maximum step within the range is reached.

K. Salary Placement Upon Promotion

An employee promoted to a higher classification shall be placed on the step of the new range which will give a minimum of a two and on-half percent (2 ½%) salary increase unless such a step does not exist. The employee shall thereafter advance on the salary schedule within the appropriate range as provided in Section J. The promotion of an employee does not change his/her anniversary date.

L. Lost Paychecks

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

M. Payroll Errors

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

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

N. Experience Credit

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

1. The employee has worked for the District for three (3) years or less.

2. Experience must be professional, paid experience of the type that the employee would have received salary schedule credit, if the employee had originally been hired into the District in the promotional position. Placement may not be above Step 3 on the new range.

3. Salary schedule placement for initial employment and promotional employment shall be determined by the Classified Personnel Administrator.

O. Reimbursement

The District shall pay the cost of state licensure/certificate (e.g., LVN/OT/PT) required by the District as a condition of continued employment.

P. Child Nutrition Payroll

Child Nutrition employees shall be paid on the less than 12-month employee equal pay plan. Such employees shall be paid for vacation leave in accordance with the provisions of Article X.

Q. Physical Examination

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

R. Trust Language

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

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.

2. The purposes of this procedure are:

   a. To equitably resolve grievances informally at the lowest possible level.

   b. To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions

1. Grievance: An alleged violation, misinterpretation, or misapplication of the express terms of this Agreement which directly and adversely affect the grievant. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.

2. Grievant: A member (or members) of the representation unit covered by this Agreement who files a grievance. An officer of the unit or a CSEA representative may file a grievance on behalf of a named unit member or members. The Association may also be the grievant.

3. Day: Any day in which the District office is open for business.

C. Time Limits

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written agreement of both parties. Upon written request, time limits herein shall be suspended during the summer recess for employees who are not scheduled to work during the summer recess. Such request shall be filed within fourteen (14) days after the beginning of the summer recess.

D. Informal Level

The grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

E. Level I

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be submitted in writing to the immediate supervisor no later than fourteen (14) days after the event or circumstances occasioning the grievance.

2. The formal grievance shall be a clear, concise statement of the grievance citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, the disposition at the informal level, and the specific remedy sought.

3. Within ten (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee. The grievant may file a copy with the Association.

2. The appeal shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reason for the appeal.

3. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant on appropriate form.

G. Level III

1. If the grievant is not satisfied with the decision rendered at Level II, the Association may appeal the decision within ten (10) days to advisory arbitration. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

2. The District and Association shall select a mutually acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the Association and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.

3. The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. The report shall be sent to the Board of Education, with copies to the grievant, the Association, and the Superintendent. The cost of the arbitrator shall be borne equally by the District and the Association.

4. If the District or the Association is not satisfied with the recommendation(s) of the arbitrator, the matter shall be referred to the Board of Education as follows:

   a. The dissatisfied party must notify the other party in writing within five (5) working days after receipt of the arbitrator's report.

b. Within ten (10) workdays of such notification, each party may develop a position paper, not to exceed ten (10) pages, to be presented to the Board of Education.

c. The parties will exchange position papers, and the District will forward the position papers, the arbitration transcript (if available) and the arbitrator's written decision to the Board.

d. The Board shall, within thirty (30) work days of receipt of written documents render its determination of the grievance. The Board may request both parties to be available to attend a meeting with the Board for the purpose of providing additional information as may be requested by the Board.

e. Within fifteen (15) workdays after its determination the Board will give its decision in writing to both parties. Decision of Board shall be final.

H. Miscellaneous

1. Response. If the District fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

2. Conference. Grievant shall have the right to a conference, upon request, at each level.

3. Records. All records of the proceeding shall be retained by the Personnel Department in a separate grievance file.

4. Reprisals. No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

5. Representation. Each party may be accompanied by a conferee at all levels of the grievance procedure.

6. Pay. A grievant required by the District to absent himself/herself by reason of these grievance procedures shall not suffer any loss of pay. The grievant's representative shall be entitled to reasonable release time to present the grievance to the immediate supervisor, Superintendent or his/her designee, and the Advisory Arbitrator pursuant to this procedure.

7. Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

8. Initiate Grievance - Level II. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent or his/her designee.

9. Forms. Forms for filing and processing grievances shall be prepared jointly by the District and the Association.

10. Grievance without Intervention. An employee may present a grievance and have the grievance adjusted without the intervention of the Association as long as the adjustment is consistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

11. Discharge of Duties. The grievant shall continue to discharge his/her duties and comply with the direction of the Administration until the grievance is resolved.

12. Release Time. A reasonable number of Association representatives shall have the right to receive reasonable release time without loss of compensation for the processing of grievances.

Association Representatives shall notify their supervisor of a scheduled meeting. Should operational needs of the District prevent the representative from attending, the supervisor and the Association Representative shall work collaboratively to reschedule the meeting at a mutually agreeable time when the representative is available to attend.

ARTICLE XVI

DISCIPLINARY ACTION

A. Disciplinary Action

No permanent employee shall be disciplined except for cause as prescribed herein or in the Education Code of the State of California. The Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive. Permanent employees who became probationary in a different classification may be removed from such classification, without cause, and returned to the former classification, during the probationary period.

B. Definitions

Definitions are used herein as follows:

1. Demotion: A move from one class to a class with a lower base salary range.

2. Disciplinary Action: Any action whereby an employee is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.

3. Cause: Grounds or offenses for disciplinary action against employees enumerated in the law or in this Article.

C. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

D. Probationary employees shall be subject to dismissal at any time without cause, upon recommendation of the immediate supervisor, providing that the employee shall be entitled, at the employee's request, to a conference with the Classified Personnel Administrator.

E. Causes

Permanent classified employees are subject to disciplinary action for any of the following causes:

1. Falsification of any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school District records.

2. Dishonesty.

3. Incompetency or inefficiency.

4. Violation of proper procedure, Board policy, administrative regulation, department rule, or law.

5. Theft of District property, equipment, supplies or funds.

6. Unsatisfactory performance.

7. Unexcused tardiness.

8. Neglect of duty or poor performance.

9. Inattention to or dereliction of duty.

10. Insubordination: knowingly refusing to perform lawful and reasonably assigned duties, tasks or directives.

11. Discourteous, abusive, or threatening treatment of the public, fellow employees, or students.

12. Possession of or drinking alcoholic beverages on the job, or reporting to work while under the influence of alcohol.

13. Illegally possessing or being under the influence of a controlled substance at work or away from work, or illegally furnishing a controlled substance to another person.

14. Positive drug test, if in safety sensitive position.

15. Conviction of a felony or of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

16. Abuse of leave privileges, including, but not limited to the habitual use of illness leave or by frequent absences that cannot be medically verified.

17. Absence without leave or failure to follow proper absence request or reporting procedure.

18. Immoral or unprofessional conduct which has a direct effect on the District.

19. Willful disobedience.

20. Misuse or unauthorized use of District property.

21. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.

22. Refusal to take and subscribe to any oath or affirmation, which is required

by law in connection with his/her employment.

23. Unlawful discrimination, including harassment, on the basis of actual or perceived race, religious creed, color, national origin, ancestry, political affiliation, pregnancy, physical or mental disability, marital status, gender, gender identity, gender expression, sex, sexual orientation, or age against students, the public or other employees while acting in the capacity of a District employee.

24. Unlawful retaliation against any student, other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

F. Procedure for Discipline

1. The charges shall be served upon the employee in writing by certified mail or by personal delivery, together with a statement of proposed discipline.

2. The charges shall contain a clear and concise statement of the acts and omissions upon which the proposed discipline is based, and a statement of the cause for the action. If it is claimed that the employee has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice.

3. A permanent employee who has been recommended for suspension, demotion, or dismissal shall be given written notice of the specific charges against him/her, a statement of the right to a hearing on such charges, and the time within which such hearing may be requested, which shall be not less than five (5) days after service of the notice to the employee, and a card or paper, the signing and filing of which shall constitute a request for a hearing and a denial of all charges. Failure to request a hearing within the time limit stated in the notices constitutes a waiver of the right to a hearing.

4. After service of the charges, the employee may, upon request, have an informal conference with the Classified Personnel Administrator to discuss the charges. If the employee requests a hearing, the conference shall be held prior to the hearing.

5. The hearing shall be conducted within thirty (30) days after receipt of the request for hearing, in closed session of the Board of Education, unless the employee requests an open hearing, or before a hearing officer. The Board may elect to delegate authority to a hearing officer to conduct the hearing

with or without the presence of the Board, and to prepare a recommended decision which shall be advisory to the Board.

6. Following the hearing, the decision to sustain or dismiss the recommended disciplinary action shall be made by the Board of Education, whose decision shall be final.

7. Notice of disciplinary action to be imposed after a hearing or after a waiver of the right to a hearing shall be given to the employee in writing by certified mail or by personal delivery.

G. Disciplinary actions shall be governed solely by the provisions of this Article and shall not be subject to the grievance procedure.

ARTICLE XVII

LAYOFF

A. When the District determines that layoffs shall occur, the procedure shall be in accordance with applicable Education Code and case law. Seniority shall be based upon date of hire within the classification.

B. Any alleged violation of matters relating to layoff shall not be processed as a grievance.

C. If the District takes action to lay off employees during the term of this Agreement, the Association may request negotiations on negotiable matters relating to such layoff.

D. Prior to implementing a layoff, the District shall prepare an order of employment list for affected and lower classifications. The order of employment shall be in reverse order of first day of paid service in each classification.

E. Effects of Layoff

1. Reemployment from Layoff

   a. Offers of reemployment shall be made in writing, by certified mail to the last known address of the employee. It shall be the responsibility of an employee who relocates to advise the district of his/her correct mailing address.

b. Upon notification of an offer of reemployment, the employee shall have ten (10) calendar days from the date of mailing to notify the District of acceptance. Failure to timely respond/accept shall be considered a waiver of the right to the vacancy offered.

c. When vacancies arise and employees in a layoff status have no reemployment rights to the position, they shall be given consideration for the vacancy upon request in accordance with the procedure established for posted vacancies in Article VIII, Transfers, Promotions, Demotions and Reinstatement Section C, Order of Filling Vacancies. For purposes of interpreting the Article, an employee on layoff shall be deemed to be a unit member with the same rights of promotion or transfer as other unit members.

d. The names of employees laid off shall be placed on a reemployment list in the reverse order of layoff. All employees laid off shall be placed on the reemployment list for not less than thirty-nine (39) months.

e. Employees accepting demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for an additional 24 months for a total of sixty-three (63) months. Employees who take a voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to positions with increased assigned time as vacancies become available within the sixty-three (63) months. All such employees shall be ranked on the reemployment list in accordance with their seniority.

f. Reemployment to an open position shall be offered in reverse order of layoff, regardless of the hours per day in the former position.

   An employee on the reemployment list may decline up to three (3) offers of reemployment in their former classification. After the third refusal, the District may ask whether the employee wishes to continue receiving reemployment offers. If the employee elects to discontinue receiving offers, the employee shall remain on the reemployment list and may request to resume receiving offers during the duration of their eligibility. Employees must respond to offers of employment within two (2) business days or the offer will be considered withdrawn.

2. Benefits

   a. Employees on a reemployment list shall be first offered substitute work in classification(s) they have formerly held, subject to their availability,

at the appropriate rate. Such efforts to offer substitute work on a priority basis will be made in good faith.

b. Persons on layoff who have been reemployed within 39 months (or 63 months, whichever is applicable) from the date of layoff shall retain their seniority, accumulated and unused sick leave and vacation accrual rate, accumulated credit toward retirement and applicable "grandfathered-in" eligibility for health and welfare benefits as of time of layoff. Declining an offer of reemployment shall not be considered a break in service.

c. Employees accepting voluntary demotions to a vacancy in a lower classification shall be placed on the salary schedule at the step which will result in not more than a five percent (5%) decrease in hourly rate, providing such placement shall not exceed the highest step of the range of the new classification.

   The anniversary date shall be unchanged whenever such placement is lower than the last step of the range on which the classification is placed at the time the employee is assigned.

d. Health and welfare benefit premiums for laid off employees shall be paid in the same proportionate amounts as if the employee had not suffered a layoff until the end of the month at least 30 days after the layoff. For purposes of this subsection, persons on layoff shall include persons accepting reductions in hours or demotions in classification in lieu of layoff.

3. Retirement in Lieu of Layoff

   a. Any employee may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such an employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

   b. The employee shall then be placed on a reemployment list. However, the employee shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code Sections related to retirement. No employee electing retirement in lieu of layoff will be eligible to hold a regular position in any classification and retain retiree status.

c. The District agrees that when an offer of reemployment is made to an eligible person retired under this article, and the District is notified of acceptance of the offer, the vacancy shall be maintained until the reinstatement from retirement has been processed.

d. An employee on the reemployment list who elected retirement under this section may decline up to three (3) offers of reemployment in their former classification. After the third refusal, the District may ask whether the employee wishes to continue receiving reemployment offers. If the employee elects to continue receiving offers, the employee shall be considered permanently retired.

Employees must respond to offers of employment within two (2) business days, or the offer will be considered withdrawn.

F. Tie-Breaking Criteria

These criteria apply to all layoffs involving bargaining-unit members. Layoffs shall be conducted in a fair, transparent, and equitable manner.

1. Order of Layoff

   a. Layoffs within a classification shall occur in revers order of seniority. The unit member with the lease seniority in the affected classification shall be laid off first.

2. Seniority Comparison

   a. If tow or more unit members in the affected classification have the same classification seniority, the tie shall be broken using each employee's original date of hire with the District. This includes all continuous service in any permanent classification from the initial hire date.

3. Remaining Ties

   a. If a tie still exist after applying items 1 and 2, the tie shall be resolved by a lottery.

4. Lottery Procedure

   a. The District shall conduct the lottery in the presence of the Chapter President and Vice President, or their designated representative(s).

b. Names shall be drawn and ranked in the order they are selected, with the first name drawn receiving the highest rank.

c. Layoffs shall proceed beginning with the lowest-ranked individual.

ARTICLE XVIII

COMMUNICATION AND TRAINING

A. The parties mutually acknowledge and understand the importance of effective communication between classified employees and the District and the critical role that it plays in keeping unit members aware of and informed about matters that are pertinent to their employment. Additionally, the parties acknowledge that the ongoing training of unit members is essential in promoting and improving their work-related knowledge, skills, and efficiency and ensuring that such is up-to-date and sufficient to address the needs of the District and the students it serves.

B. The District shall demonstrate good faith efforts to provide ongoing communication and training to all bargaining unit members represented by the Associations. The District shall, as necessary, offer to adjust the work hours of and/or offer additional compensation to unit members to participate in or attend training on mandated topics and topics of critical need to the District, its students, and its employees.

C. The District shall provide bargaining unit members with access to technology, including devices, email, and programs, to perform job duties and responsibilities.

D. The District shall allocate time for unit members to complete required online training during the course of their normal work hours whenever possible and practical to do so. Unit members who are required to complete online training outside their normal work hours shall be compensated for such time.

E. Training will be provided to unit members who are assigned to a new position. Compensation for such training will be at a regular positional rate. Employees shall be given the opportunity to receive up to five (5) days of training with approval of Human Resources.

F. A joint committee will be established to develop and plan professional development activities for unit members on staff development days with promote the development of employee knowledge, skills and expertise, expansion of their professional capacity, and exploration of professional topics of interest, in support of the District's goals, priorities, and strategic plan. The

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

ARTICLE XIX

TECHNOLOGY

A. Technology Resources

a. The District shall provide all technical services necessary to maintain the safe and effective functioning of District issued devices.

b. The District shall provide unit members with the resources necessary to fulfill professional duties and responsibilities that require the use of technology.

B. District Email and Communication Expectations

a. Unit members shall have the right to utilize District email for communication purposes within the scope of their professional responsibilities and the District's Acceptable Use Policy.

b. Bargaining unit members shall be responsive to email communication in a timely manner.

c. The Association shall have reasonable use of district email to communicate with its Unit Members.

C. Security and Other Technology Related Issues

a. The District will follow procedures to provide the safe and secure use of student and staff data privacy.

b. Unit members are responsible for following the guidelines for ensuring student data privacy prior to sharing student information online with outside vendor(s) or using instructional technology resources that require students to log in.

c. In accordance with California state mandates, the District commits to rigorous data security standards and will follow established legal frameworks for responding to and disclosing any cybersecurity incidents.

D. Joint Advisory Committee

a. In recognition of the fact that technological devices and software are changing rapidly, the District and the Association agree to form a joint advisory committee.

b. The District shall appoint site principals and District administrators from the Technology and Educational Services Departments. The advisory committee shall review Districtwide processes to ensure the safe and secure use of technology and provide input on the use and effects of instructional technology and technical resources.

c. The Association shall appoint two (2) unit members to participate on the committee.

d. CSEA Chapter leadership may request a meeting with District leadership to discuss adoption, implementation or effects of district technology.

ARTICLE XX

COMPLETION OF AGREEMENT - SAVINGS CLAUSE

A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. This Agreement is subject to reopening in accordance with paragraphs C. and D. below.

B. The provisions of this Agreement shall prevail over contradictory written policies and administrative regulations and state laws to the extent permitted by law.

C. Upon ratification, all articles in this Agreement shall be closed for the 2025-26 school year. For 2026-27 and 2027-28, each party may reopen on Salary, Benefits, and up to two (2) other articles of its choice.

D. If any provision of the Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final, unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

ARTICLE XXI

TERM

The term of this Agreement shall be from July 1, 2025 through June 30, 2028.

California School Employees Association, Unit II, Chapter 65

Tami Castelluccio
President

Mona Manghirmalani
Vice-President

Joanna Canaparo
Negotiations Representative

Elaine Esguerra
Negotiations Representative

Jose Pinon
Negotiations Representative

Grit Sugar
Negotiations Representative

James Ebben
Labor Relations Representative

San Ramon Valley Unified School District

Melanie Jones
Assistant Superintendent, Human Resources

Danny Hillman
Assistant Superintendent, Bus. Svs./CBO

Evan Powell
Director, Human Resources

APPENDIX A

SALARY SCHEDULES

CLASSIFIED SALARY RANGES
C.S.E.A. CLERICAL - BARGAINING UNIT II

RANGE	CLERICAL	SECRETARIAL	TECHNICAL	FOOD SERVICES
2			Crossing Guard	
3				Kitchen Assistant-Receiving Kitchen
4			Lead Crossing Guard	Kitchen Assistant-On-Site Kitchen
5				Kitchen Assistant-Production Kitchen
6	Wellness Intake Assistant			Cook Lead Kitchen Assistant Lead Kitchen Assistant-Production Kitchen
7			Campus Monitor	
8				
9				
10				
11				
12	Accounting Assistant	Office Assistant		
13				
14	District Office Assistant/Receptionist			Child Nutrition Manager Child Nutrition Training Technician
15				
16	Accounting Technician Bookkeeping Technician - High School Library Media Coordinator Textbook Coordinator		Campus Safety Supervisor	Child Nutrition Kitchen Manager - High School Child Nutrition Operations & Procurement Technician
17	Elementary Library Media Specialist Instructional Materials Technician			
18	Counselor Technician-High School Counselor Technician/Registrar-Middle School	Department Secretary - District School Secretary-Elementary School Secretary-Secondary		Child Nutrition Manager II - Production Kitchen
19		Registrar-High School		
20	Accounting Specialist College and Career Coordinator Purchasing Specialist	Senior Department Secretary-District Summer School Secretary	Human Resources Technician	
21				
22	Substitute Employment Technician		Benefits Specialist Computer Systems Technician Duplicating and Publications Technician	
23			Human Resources Specialist	
24	Buyer Financial Analyst-High School Payroll Specialist Position Control Analyst	School Office Manager-Alternative School School Office Manager-Elementary School School Office Manager-High School School Office Manager-Middle School	Attendance Technician Facilities Use Coordinator	
25		Administrative Secretary - District		
26	Accounting/Payroll Analyst		Benefits/WC Analyst Computer Systems Lead Technician Human Resources Analyst	
27				
28	Budget Analyst Senior Buyer		Audio Visual Technician Facilities Planning Analyst Personnel Analyst/Credentials Senior Human Resources Analyst	
29				
30		Administrative Assistant	Communications & Administrative Support Specialist Computer Systems Specialist Technician Information Systems Data Technician/Trainer	
31				
32				
33		Administrative Assistant-Educational Services		
34			Systems Analyst	
35				
36			Network Specialist	
37				
38				
39				
40				
41				
42			Educational Services Technical Analyst Systems Adminstrator	
43				
44			Systems Programmer Analyst	
45				

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
CLASSIFIED BARGAINING UNIT II - CSEA CLERICAL - 2026-27 SALARY SCHEDULE

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Range	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
2	3,240.80	38,890	3,402.83	40,834	3,572.97	42,876	3,751.63	45,020	3,939.21	47,271	4,136.16	49,634
3	3,321.81	39,862	3,487.90	41,855	3,662.30	43,948	3,845.42	46,145	4,037.69	48,452	4,239.58	50,875
4	3,402.83	40,834	3,572.97	42,876	3,751.63	45,020	3,939.21	47,271	4,136.16	49,634	4,342.97	52,116
5	3,487.90	41,855	3,662.30	43,948	3,845.42	46,145	4,037.69	48,452	4,239.58	50,875	4,451.54	53,418
6	3,572.97	42,876	3,751.63	45,020	3,939.21	47,271	4,136.16	49,634	4,342.97	52,116	4,560.12	54,721
7	3,662.30	43,948	3,845.42	46,145	4,037.69	48,452	4,239.58	50,875	4,451.54	53,418	4,674.12	56,089
8	3,751.63	45,020	3,939.21	47,271	4,136.16	49,634	4,342.97	52,116	4,560.12	54,721	4,788.13	57,458
9	3,845.42	46,145	4,037.69	48,452	4,239.58	50,875	4,451.54	53,418	4,674.12	56,089	4,907.83	58,894
10	3,939.21	47,271	4,136.16	49,634	4,342.97	52,116	4,560.12	54,721	4,788.13	57,458	5,027.54	60,330
11	4,037.69	48,452	4,239.58	50,875	4,451.54	53,418	4,674.12	56,089	4,907.83	58,894	5,153.23	61,839
12	4,136.16	49,634	4,342.97	52,116	4,560.12	54,721	4,788.13	57,458	5,027.54	60,330	5,278.91	63,347
13	4,239.58	50,875	4,451.54	53,418	4,674.12	56,089	4,907.83	58,894	5,153.23	61,839	5,410.89	64,931
14	4,342.97	52,116	4,560.12	54,721	4,788.13	57,458	5,027.54	60,330	5,278.91	63,347	5,542.86	66,514
15	4,451.54	53,418	4,674.12	56,089	4,907.83	58,894	5,153.23	61,839	5,410.89	64,931	5,681.42	68,177
16	4,560.12	54,721	4,788.13	57,458	5,027.54	60,330	5,278.91	63,347	5,542.86	66,514	5,820.01	69,840
17	4,674.12	56,089	4,907.83	58,894	5,153.23	61,839	5,410.89	64,931	5,681.42	68,177	5,965.51	71,586
18	4,788.13	57,458	5,027.54	60,330	5,278.91	63,347	5,542.86	66,514	5,820.01	69,840	6,111.01	73,332
19	4,907.83	58,894	5,153.23	61,839	5,410.89	64,931	5,681.42	68,177	5,965.51	71,586	6,263.78	75,165
20	5,027.54	60,330	5,278.91	63,347	5,542.86	66,514	5,820.01	69,840	6,111.01	73,332	6,416.56	76,999
21	5,153.23	61,839	5,410.89	64,931	5,681.42	68,177	5,965.51	71,586	6,263.78	75,165	6,576.98	78,924
22	5,278.91	63,347	5,542.86	66,514	5,820.01	69,840	6,111.01	73,332	6,416.56	76,999	6,737.38	80,849
23	5,410.89	64,931	5,681.42	68,177	5,965.51	71,586	6,263.78	75,165	6,576.98	78,924	6,905.82	82,870
24	5,542.86	66,514	5,820.01	69,840	6,111.01	73,332	6,416.56	76,999	6,737.38	80,849	7,074.25	84,891
25	5,681.42	68,177	5,965.51	71,586	6,263.78	75,165	6,576.98	78,924	6,905.82	82,870	7,251.10	87,013
26	5,820.01	69,840	6,111.01	73,332	6,416.56	76,999	6,737.38	80,849	7,074.25	84,891	7,427.96	89,136
27	5,965.51	71,586	6,263.78	75,165	6,576.98	78,924	6,905.82	82,870	7,251.10	87,013	7,613.66	91,364
28	6,111.01	73,332	6,416.56	76,999	6,737.38	80,849	7,074.25	84,891	7,427.96	89,136	7,799.36	93,592
29	6,263.78	75,165	6,576.98	78,924	6,905.82	82,870	7,251.10	87,013	7,613.66	91,364	7,994.34	95,932
30	6,416.56	76,999	6,737.38	80,849	7,074.25	84,891	7,427.96	89,136	7,799.36	93,592	8,189.34	98,272
31	6,576.98	78,924	6,905.82	82,870	7,251.10	87,013	7,613.66	91,364	7,994.34	95,932	8,394.06	100,729
32	6,737.38	80,849	7,074.25	84,891	7,427.96	89,136	7,799.36	93,592	8,189.34	98,272	8,598.80	103,186
33	6,905.82	82,870	7,251.10	87,013	7,613.66	91,364	7,994.34	95,932	8,394.06	100,729	8,813.78	105,765
34	7,074.25	84,891	7,427.96	89,136	7,799.36	93,592	8,189.34	98,272	8,598.80	103,186	9,028.73	108,345
35	7,251.10	87,013	7,613.66	91,364	7,994.34	95,932	8,394.06	100,729	8,813.78	105,765	9,254.46	111,054
36	7,427.96	89,136	7,799.36	93,592	8,189.34	98,272	8,598.80	103,186	9,028.73	108,345	9,480.17	113,762
37	7,613.66	91,364	7,994.34	95,932	8,394.06	100,729	8,813.78	105,765	9,254.46	111,054	9,717.18	116,606
38	7,799.36	93,592	8,189.34	98,272	8,598.80	103,186	9,028.73	108,345	9,480.17	113,762	9,954.18	119,450
39	7,994.34	95,932	8,394.06	100,729	8,813.78	105,765	9,254.46	111,054	9,717.18	116,606	10,203.04	122,436
40	8,189.34	98,272	8,598.80	103,186	9,028.73	108,345	9,480.17	113,762	9,954.18	119,450	10,451.89	125,423
41	8,394.06	100,729	8,813.78	105,765	9,254.46	111,054	9,717.18	116,606	10,203.04	122,436	10,713.19	128,558
42	8,598.80	103,186	9,028.73	108,345	9,480.17	113,762	9,954.18	119,450	10,451.89	125,423	10,974.48	131,694
43	8,813.78	105,765	9,254.46	111,054	9,717.18	116,606	10,203.04	122,436	10,713.19	128,558	11,248.86	134,986
44	9,028.73	108,345	9,480.17	113,762	9,954.18	119,450	10,451.89	125,423	10,974.48	131,694	11,523.20	138,278
45	9,254.46	111,054	9,717.18	116,606	10,203.04	122,436	10,713.19	128,558	11,248.86	134,986	11,811.30	141,736

LONGEVITY:

4% of base salary after 5 years of continuous service
6% of base salary after 10 years of continuous service
8% of base salary after 15 years of continuous service
10% of base salary after 20 years of continuous service
13% of base salary after 25 years of continuous service
16% of base salary after 30 years of continuous service
20% of base salary after 35 years of continuous service

PROFESSIONAL GROWTH:

Employees may earn up to four (4) professional growth awards, each of which is equal to five percent (5%) of their regular monthly salaries, when they meet the specific conditions set forth in Article XIV E. (Professional Growth) of the CSEA Unit II Collective Bargaining Agreement.

INCREASES:

95/6 = 4%,95/6 = additional1%, 96/7 = 5%; 97/98 =5.25%; 98-/9 = 4%; 99/0 = 2.96%; 00/1=10%; 01/02 = 2%; 02/03=.6%; 03/04 = 0%; 04/05 = 3.5%; 05/06 = 5%; 06/07 = 8.3%; 07/08= 2.0%; 08/09 = 0%; 09/10 = 0%; 10/11 =4 Budget-cut Days; Revised 10/11 = 2 Budget-cut Days; 11/12 = 0.78% (one-time percentage of furlough days from the previous year); 12/13 = 4% one time payment; 13/14 = 4%; 14/15 = 2% & 2.38% (one-time); 15/16 = 5.07% + 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4.18%; 19/20 = 2.56%; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time); 23/24 = 6.81% (0.81% redirected from Retired Employee Benefits Trust) + 1% (one-time); 25/26 = 0.53% (one-time)

Effective Date: 7/1/26

Board Approved: 8/18/26

Range Changes Effective Date: 7/1/22

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
2026-27 CLASSIFIED BARGAINING UNIT II - CSEA CLERICAL

	Hourly					
2025-26 Range	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly	Step 6 Hourly
2	18.70	19.64	20.63	21.66	22.74	23.87
3	19.17	20.13	21.15	22.21	23.31	24.48
4	19.64	20.63	21.66	22.74	23.87	25.07
5	20.13	21.15	22.21	23.31	24.48	25.69
6	20.63	21.66	22.74	23.87	25.07	26.32
7	21.15	22.21	23.31	24.48	25.69	26.98
8	21.66	22.74	23.87	25.07	26.32	27.64
9	22.21	23.31	24.48	25.69	26.98	28.34
10	22.74	23.87	25.07	26.32	27.64	29.02
11	23.31	24.48	25.69	26.98	28.34	29.75
12	23.87	25.07	26.32	27.64	29.02	30.46
13	24.48	25.69	26.98	28.34	29.75	31.23
14	25.07	26.32	27.64	29.02	30.46	31.99
15	25.69	26.98	28.34	29.75	31.23	32.78
16	26.32	27.64	29.02	30.46	31.99	33.58
17	26.98	28.34	29.75	31.23	32.78	34.41
18	27.64	29.02	30.46	31.99	33.58	35.27
19	28.34	29.75	31.23	32.78	34.41	36.14
20	29.02	30.46	31.99	33.58	35.27	37.03
21	29.75	31.23	32.78	34.41	36.14	37.95
22	30.46	31.99	33.58	35.27	37.03	38.88
23	31.23	32.78	34.41	36.14	37.95	39.85
24	31.99	33.58	35.27	37.03	38.88	40.82
25	32.78	34.41	36.14	37.95	39.85	41.85
26	33.58	35.27	37.03	38.88	40.82	42.86
27	34.41	36.14	37.95	39.85	41.85	43.93
28	35.27	37.03	38.88	40.82	42.86	45.01
29	36.14	37.95	39.85	41.85	43.93	46.13
30	37.03	38.88	40.82	42.86	45.01	47.26
31	37.95	39.85	41.85	43.93	46.13	48.44
32	38.88	40.82	42.86	45.01	47.26	49.62
33	39.85	41.85	43.93	46.13	48.44	50.86
34	40.82	42.86	45.01	47.26	49.62	52.10
35	41.85	43.93	46.13	48.44	50.86	53.41
36	42.86	45.01	47.26	49.62	52.10	54.71
37	43.93	46.13	48.44	50.86	53.41	56.06
38	45.01	47.26	49.62	52.10	54.71	57.44
39	46.13	48.44	50.86	53.41	56.06	58.87
40	47.26	49.62	52.10	54.71	57.44	60.32
41	48.44	50.86	53.41	56.06	58.87	61.81
42	49.62	52.10	54.71	57.44	60.32	63.34
43	50.86	53.41	56.06	58.87	61.81	64.91
44	52.10	54.71	57.44	60.32	63.34	66.50
45	53.41	56.06	58.87	61.81	64.91	68.16

LONGEVITY:

4% of base salary after 5 years of continuous service
6% of base salary after 10 years of continuous service
8% of base salary after 15 years of continuous service
10% of base salary after 20 years of continuous service
13% of base salary after 25 years of continuous service
16% of base salary after 30 years of continuous service
20% of base salary after 35 years of continuous service

PROFESSIONAL GROWTH:

Employees may earn up to four (4) professional growth awards, each of which is equal to five percent (5%) of their regular monthly salaries, when they meet the specific conditions set forth in Article XIV E. (Professional Growth) of the CSEA Unit II Collective Bargaining Agreement.

INCREASES:

95/6 = 4%,95/6 = additional1%, 96/7 = 5%; 97/98 =5.25%; 98-/9 = 4%; 99/0 = 2.96%; 00/1=10%; 01/02 = 2%; 02/03=.6%; 03/04 = 0%; 04/05 = 3.5%; 05/06 = 5%; 06/07 = 8.3%; 07/08= 2.0%; 08/09 = 0%; 09/10 = 0%; 10/11 =4 Budget-cut Days; Revised 10/11 = 2 Budget-cut Days; 11/12 = 0.78% (one-time percentage of furlough days from the previous year); 12/13 = 4% one time payment; 13/14 = 4%; 14/15 = 2% & 2.38% (one-time); 15/16 = 5.07% + 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4.18%; 19/20 = 2.56%; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time); 23/24 = 6.81% (0.81% redirected from Retired Employee Benefits Trust) + 1% (one-time); 25/26 = 0.53% (one-time)

Effective Date: 7/1/26
Board Approved: 8/18/26
Range Changes Effective Date: 7/1/22

APPENDIX B

MOU's

Side Letter of Agreement
Between
San Ramon Valley Unified School District (SRVUSD)
And
California School Employees Association
And Its
San Ramon Valley Unified Chapter 65, Unit II, Clerical, Technical & Child Nutrition

Twelve-Month Employees' New 260-Work Days Salary Schedule

The San Ramon Valley Unified School District ("District") and the California School Employees Association and its San Ramon Valley Unified Chapter 65, Unit II, Clerical, Technical & Child Nutrition ("CSEA"), collectively referred to as "Parties," agree to the following Side Letter of Agreement ("Agreement") to convert twelve-month CSEA Unit Members' 261-work days work year to a 260-work day work year, beginning effective July 1, 2026 and each fiscal year thereafter.

RECITALS

A. WHEREAS, the CSEA, Unit II salary schedule for twelve-month classified employees (July 1-June 30) during the 2025-2026 fiscal year and prior fiscal years, was based on a 261-work day work year, with and 8-hour day, which equates to 2088 hours or 174 hours per month.

B. WHEREAS, CalPERS requires all school districts to comply with a 260-work day work year salary schedule for twelve-month employees (July 1-July 30). Specifically, CalPERS applies the following formulas for calculating twelve-month work year salary schedules (CalPERS Circular 200-014-24):

- 40 hours per week × 52 weeks per year = 2,080 hours per year.
- 40 hours per week × 52 weeks per year ÷ 12 months per year = 173.3333 hours per month.
- 2080 hours ÷ 8 hours = 260 work days per year.

C. WHEREAS, consistent with CalPERS requirements, the Parties desire to change the twelve-month 261-workdays work year salary schedule to a twelve-month 260-work days work year salary schedule without a change in compensation by providing employees with an additional non-work day.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Recitals: The recitals set forth above are true and correct.

2. 260 Work Days: Effective beginning July 1, 2026, the Parties agree that CSEA Unit Members assigned to work a twelve-month work year (July 1-June 30) shall be assigned to a 260-work day work year salary schedule instead of a 261-work day work year salary schedule.

3. No Change to Annual Compensation: Effective beginning July 1, 2026, there shall be no change to annual compensation for twelve-month work year CSEA Unit Members when the District decreases the twelve-month work year calendar from the 261-work day work year salary schedule to the twelve-month 260-work day work year salary schedule.

4. Non-Duty Day: Effective beginning July 1, 2026, the Parties agree that the one unpaid non-work day that results from reducing the twelve-month work year salary schedule down by one day to 260-work days shall be added to the twelve-month work year calendar. The non-work day will be December 31.

    a. When December 31 falls on a Saturday the non-duty day will be observed on Friday. When December 31 falls on a Sunday the non-duty day will be observed on Monday.

5. Subsequent Tentative Agreement: The Parties agree to incorporate the twelve-month 260-work day work year salary schedule into the next negotiated Tentative Agreement reached between the Parties.

6. Non-Precedential: The Parties agree that this Agreement is a one-time agreement and shall not create any past practice or be deemed precedential for any purposes.

7. Complete Agreement: The Parties agree that this Agreement constitutes the entire agreement between the Parties regarding the twelve-month 260-work days work year salary schedule (July 1-June 30) and that there are no other verbal or written agreements that predate this Agreement.

8. Except as otherwise provided in this Agreement, all other terms and conditions of the Parties' collective bargaining agreement shall remain in full force and effect.

9. This Agreement shall expire when it is incorporated into the next Tentative Agreement between the Parties and ratified by both Parties, unless another Agreement is reached.

For CSEA

Tami Castelluccio
Tami Castelluccio
CSEA President

9/3/2026
Date

Mona Manghirmalani
Mona Manghirmalani
CSEA Vice President

09/03/2026
Date

Amy Buscaglia
Amy Buscaglia (Sep 3, 2026 19:00:06 PDT)
Amy Buscaglia
CSEA Labor Representative

09/03/2026
Date

For the District:

Melanie Jones
Melanie Jones
Assistant Superintendent, HR

9/1/2026
Date

Vince Morales
Vince Morales
Assistant Superintendent, Bus. Svs./CBO

9/1/2026
Date

Cynthia Goin
Cynthia Goin
Director, Classified Human Resources

9/1/2026
Date

APPENDIX C

San Ramon Valley Unified School District

Retired Employee Benefit Trust

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

RETIRED EMPLOYEES

BENEFIT PLAN AND TRUST

FOR

MEMBERS OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, UNIT II, CLERICAL EMPLOYEES

SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST FOR CSEA, UNIT II EMPLOYEES

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SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

RETIRED EMPLOYEES

BENEFIT PLAN AND TRUST

FOR MEMBERS OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, UNIT II,

CLERICAL EMPLOYEES

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2004)

The California School Employees Association, Unit II, Clerical ("CSEA") and the San Ramon Valley Unified School District adopted and established the San Ramon Valley Retired Employee Health and Welfare Benefit Fund ("Fund") in the 1991-1992 school year to provide health benefits to certain retired employees of the District who were members of the CSEA bargaining unit. The parties hereby adopt this plan to administer the Fund effective July 1, 2004, except as otherwise indicated, and establish the "San Ramon Valley Retired Employees Health Benefit Plan and Trust for CSEA Employees" (the "Plan").

The Plan is intended to be a governmental plan that is exempt from the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

ARTICLE I – DEFINITIONS

1.1 "Agreements" means the agreements between CSEA and the District, and any extensions, amendments, modifications, or renewals of the agreements, or any successor agreements that provide for participation in this Plan.

1.2 "Benefits" means the post-retirement health benefits paid to or on behalf of a Participant described in Article IV of this agreement.

1.3 "Board" means the Board of Directors of the Plan, appointed under Article V of this agreement.

1.4 "District" means the San Ramon Valley Unified School District.

1.5 "Director" means a member of the Board appointed pursuant to Section 5.1 of this agreement.

1.6 "Employee" means each individual included in the employee unit at the time of his or her Retirement, as described in the Agreement.

1.7 "CSEA" means California School Employees Association, Unit II, Clerical.

1.8 "Participant" means an Employee who has satisfied the requirements in Section 4.1 to receive Benefits from the Plan.

1.9 "Plan" means the San Ramon Valley Retired Employees Health Benefit Plan and Trust for CSEA Employees, as amended from time to time.

1.10 "Plan Year" means the period from January 1 to December 31.

1.11 "Retiree" is defined as an individual who retires from the District under the provisions required by STRS/PERS and is receiving retirement benefits from the California State Teachers Retirement System (STRS) or the California Public Employees Retirement System (PERS).

1.12 "Trust" means the trust fund created and established to hold the assets of the Plan.

ARTICLE II - PURPOSE OF THE PLAN AND TRUST

2.1 The Plan has been established for the sole purpose of providing Benefits to Participants and paying Plan expenses. Neither the District, CSEA, nor any Employee, nor any other person shall have any right, title, or interest in the Plan or Trust other than as specifically provided in the Plan, and no part of the Trust shall revert to the District or CSEA. The Plan shall not be liable for or subject to the debts, contracts, or liabilities of the District, CSEA, or any Employee. No part of the Trust, nor any Benefits payable under the Plan, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person.

2.2 Neither the District, CSEA nor any officer, agent, or employee of the District or CSEA shall be under any liability to the Plan, except to the extent that contributions are required to be made to the Plan, or to the extent an individual may incur liability as a Director as a result of their own negligence. The liability of the District to the Plan shall be limited to the contributions required by the Agreement.

2.3 Neither the District, CSEA, nor any Employee shall be liable or responsible for any debts, liabilities, or obligations of any kind or nature of the Plan, the Board or the Directors.

ARTICLE III - EMPLOYEE CONTRIBUTIONS TO THE PLAN

3.1 All Post-retirement Benefits shall be financed entirely by employee contributions to the trust.

3.2 The pre-funding rate is determined by an actuarial study, completed periodically in accordance with generally accepted accounting principles for state and local governments related to retiree benefits. The actuarial study defines the percentage of employee payroll necessary to fund the benefit promise. The salary schedule shall be adjusted each year by any changes in the pre-funding rate.

3.3 Contributions to the Plan shall be calculated mid May for the current fiscal year. This amount shall be based on the annualized salaries for CSEA bargaining unit members as of the calculation date. See Appendix B for calculation. That amount shall be then transferred from the General Fund into the "Retiree Employee Benefit Plan and Trust" for each individual employee group no later than June 30th of the current fiscal year.

ARTICLE IV - BENEFITS

4.1 The following unit members are eligible for retirement benefits if they fall under the definition of retiree as described above and under the applicable agreement between the District and CSEA that applies to the unit members eligibility for retirement benefits. This retirement benefit shall continue only for the lifetime of the retired bargaining unit members and shall not inure to their heirs, successors or assigns. The following conditions shall occur as a condition precedent for participation:

4.1.a. Employees hired on or after October 1, 2002, are not eligible for early retirement or retirement benefits.

4.1.b. Early retirement: For employees who were hired prior to October 1, 2002 and who retire from the District after July 1, 1986, the District shall contribute an amount equal to active Kaiser single party medical coverage per month toward medical benefits, from age 55 to 65, after ten (10) years of continuous Unit II Clerical benefits eligible service immediately prior to retirement. The District shall contribute a pro rata amount toward medical benefits from age 55 to 65 for part time employees who retire from the

District and have been employed four (4) hours or more per day, after ten (10) years of continuous benefits eligible service immediately prior to retirement; however such employees who were employed prior to 7/1/73, who were receiving fully-paid health and welfare benefits prior to July 1, 1973, shall be entitled to the same District contributions as full time employees as long as they continue in assignments of four (4) hours or more. Employee must be enrolled with the same carrier as the District, subject to carrier approval. Provided they have had continuous coverage (i.e. are enrolled in the program prior to the effective date of retirement) employees may apply the District contribution plus any of their own contribution toward the cost of medical, dental, vision, or life insurance coverage upon retirement. These employees may continue life insurance into retirement. The amount of life insurance coverage will be $25,000 of non-contributory, District-paid coverage if this is the only coverage in force prior to retirement. A maximum additional amount of $25,000 of contributory, employee-paid supplemental life insurance will be allowed if this additional insurance is in force prior to retirement.

4.1.c. Retirement Benefits: For employees who were hired prior to October 1, 2002, and who retire from the District and have been employed for ten (10) years of continuous benefits eligible service immediately prior to retirement, the District shall provide an amount equal to the current cost of Kaiser single party Medicare carve-out supplemental coverage after age 65. The District shall contribute a pro-rata amount of this benefit for part time employees who retire from the District and have been employed for four (4) hours or more per day after ten (10) years of continuous benefits eligible service in Unit II Clerical immediately prior to retirement. This coverage shall be provided by the District with the agreement of the Association that any cost containment savings recommended by the Benefits Study Committee will be used to offset the additional cost and that the cost shall be refunded by the District by setting aside current dollars for active employees on an actuarial basis (part time prorated).

4.1.d. To determine the pro-rated retiree benefit level for employees who were hired prior to October 1, 2002, and who have worked at more than one level of full time equivalence, the employee may designate the ten (10) consecutive years, July 1 through June 30, to be used in retiree benefit level calculation. Time lost as a result of involuntary reduction in hours/layoff shall not be used in calculation of retiree benefit level, provided that the employee has not turned down an offer of employment of the same or greater hours.

4.1.e. Employees termination or cease employment with the District irrespective of reason without satisfying all of the requirements for Retirement shall not be entitled to Benefits.

4.2 The actual Benefit amount shall be set forth in Appendix A to the Plan each year.

4.3 The Trust 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 Trust for monthly premium amounts exceeding the district contribution.

ARTICLE V - BOARD OF DIRECTORS

5.1 The Plan shall be administered by a Board of Directors which shall consist of five Directors. Two Directors shall be appointed by written designation by the District and shall represent Human Resources and Business Services. Two Directors shall be appointed by written designation by CSEA and one Director shall e jointly appointed by CSEA and the District.

5.2 The Directors shall select two Co-Chairs of the Board to serve for a term of two years or any other period the Directors shall determine.

5.3 Each Director shall serve a term limit of five (5) years and may be reappointed by the District or CSEA.

5.4 A Director may resign at any time by serving a 30-day written notice of such resignation, upon the Co-Chairs of the Board.

5.5 Any Director may be removed from the office at any time for any reason by an instrument in writing signed by the Director's appointing organization and served on the Director concerned and the Co-Chairs of the Board. If one Co-Chair is removed, the notice will be served on the other Co-Chair of the Board.

5.6 If any Director dies, resigns, or is removed from office, a successor Director shall be promptly designated in writing by the organization appointing the Director.

5.7 No vacancy or vacancies in the offices of the directors shall impair the power of the remaining Directors to administer the Plan.

5.8 The Directors shall not be compensated for their services by the Plan. Actual expenses incurred in connection with the performance of their official duties as Directors, as authorized by the Board will be reimbursed by the appointing organization.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 The Board shall have the power and duty to administer the Plan and Trust.

6.2 The Board shall enter into an agreement with a custodian or custodians for the purpose of receiving, holding, and disbursing the assets of the Plan.

6.3 The Board shall have power to demand and enforce the prompt payment of contributions to the Plan and delinquent payments and interest as provided in Section 3.3. If the Board files any suit or claim with respect to delinquent contributions, the Board and/or Plan shall be entitled to recover reasonable attorneys' fees, court costs, and all other reasonable expenses for the collection action if it is adjudged to be the prevailing party. This attorney fee provision shall not apply to any suit or claim as against the District.

6.4 The Board shall have the power and authority:

6.4.a. To pay or provide for the payment of all reasonable and necessary expenses of the Plan.

6.4.b. To pay Benefits in accordance with the terms of the Plan.

6.4.c. To establish and accumulate such reserve funds as the Board, in its sole discretion, deems necessary and desirable for the proper operation of the Plan.

6.4.d. To pay or provide for the payment of premiums on the contracts of policies of insurance or fees on service provider agreements entered into by the Board on behalf of the Plan.

6.4.e. To compromise, settle, or release claims or demands in favor of or against the fund on such terms and conditions as the Board may deem desirable subject to the requirements of the Plan.

6.4.f. To adopt rules and regulations for the administration of the Plan which are not inconsistent with the terms of the Plan.

6.4.g. The power and authority, in its sole discretion, to invest and reinvest funds that are not necessary for current expenditures or liquid reserves, as it may from time to time determine, in legal investments per Government Code Section 53601. The Board may sell, exchange, or otherwise dispose of such investments at any time and from time to time.

6.4.h. The authority, in its discretion, to allocate to a committee any duties and responsibilities to invest and reinvest such Plan assets as it shall specify in such allocation.

6.4.i. The power and authority to appoint one or more investment managers who shall be responsible for the management, acquisition, disposition, investing, and reinvesting of such of the assets of the Plan as the Board shall specify. Any such appointment may be terminated for any reason, at any time by the Board, upon written notice. The fees of such investment manager, to the extent permitted by law, shall be paid out of the Trust.

6.4.j. The authority to adopt appropriate investment policies or guidelines.

6.4.k. The authority and discretion to construe and interpret the terms of the Plan.

6.5 The Board may allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board, and it may delegate such responsibilities and duties to other individuals as it may deem appropriate or necessary in its sole discretion.

6.6 The Board may employ or contract for the services of an individual, firm, or corporation, to

be known as the "Plan Manager," who shall, under the direction of the Board or under the direction of any appropriate committee of the Board, administer the Plan, coordinate and administer the accounting, bookkeeping, and clerical services, prepare all necessary reports and other documents and perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Board. The Plan Manager shall be the custodian of all documents and other records of the Board.

6.7 The Directors and employees of the District and/or the Trust who handle the assets of the Plan shall be bonded in such amounts as the Board deems reasonable, in compliance with any applicable state law. The cost of such bonds shall be paid for by the Plan.

6.8 The Directors shall obtain insurance, to the extent permitted by law, in amounts so determined by the Directors, to insure themselves, the Plan, the District or agents of the Directors and of the Plan, (1) with respect to liability as a result of acts, errors, or omissions of such Director or Directors, employees or agents, (2) with respect to injuries received or property damage suffered by them; and, (3) dishonest acts, including theft and embezzlement. The cost of the premiums for such policies of insurance shall be paid for by the Plan. The minimum amount of insurance coverage, however, shall not be less than_$_____per occurrence. Said insurance shall remain in place during the entirety of the Plan.

6.9 The Board shall be entitled, at any time, to have judicial settlement of its accounts and to seek judicial protection by any action or proceeding it determines necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction the Plan or for instructions as to any action thereunder and as to any question relating to the discharge of its duties and obligations under the Plan. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Plan.

6.10 The Board shall maintain or have maintained suitable and adequate records of and for the administration of the Plan. The Board may require the District, any Employee, or any other beneficiary under the Plan to submit any information reasonably relevant to the Plan's administration. Upon request in writing from the Board, the District will permit a certified public accountant selected by the Board to enter upon the premises of the District during business hours, at reasonable time or times, and to examine any copy such public books, records, papers, or reports of such District as may be necessary to determine whether the District is making full and prompt payment of all sums required to be paid by it to the Plan. The Board shall maintain or have maintained suitable and adequate records of and for the administration of the Plan. The Board may require the District, any Employee, or any other beneficiary under the Plan to submit any information reasonably relevant to the Plan's administration. Upon request in writing from the Board, the District will permit a certified public accountant selected by the Board to enter upon the premises of the District during business hours, at reasonable time or times, and to examine any copy such public books, records, papers, or reports of such District as may be necessary to determine whether the District is making full and prompt payment of all sums required to be paid by it to the Plan. Furthermore, the Board shall subject the Plan to the regular annual audit of the District consistent with generally accepted auditing principles for governmental agencies. Any District expense or cost so to assist or participate in the audit shall be paid for, if so requested by the District, by the Plan.

ARTICLE VII - PROCEDURE OF BOARD OF DIRECTORS

7.1 The Board shall hold at least one meeting each Plan Year and may hold other meetings at its discretion. Either Co-Chair, or any two members of the Board, may call a special meeting of the Board by giving written notice to all Directors of the time and place of such meeting at least 7 days before the date set for the meeting.

7.2 The Board shall appoint a secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings, and acts of the Board.

7.3 A quorum shall consist of three Directors, including at least one appointed by CSEA and one appointed by the District.

7.4 The Board shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Plan except upon the vote of the Directors at a meeting of the Board duly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 7.6.

7.5 All fiscal decisions require an affirmative vote from four Directors to pass. All other decisions may be passed by a simple majority vote.

7.6 Upon any matter that may properly come before the Board, the Board may act without a meeting provided such action has the written concurrence of all the Directors.

ARTICLE VIII - GENERAL PROVISIONS APPLICABLE TO DIRECTORS

8.1 The duties, responsibilities and liabilities of any Director under the Plan shall be determined solely by the express provisions of the Plan, and no further duties, responsibilities or liabilities shall be implied or imposed.

8.2 The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any paper or document believed by them to be genuine and to contain a true statement of facts and to be signed by the proper person. Any Director, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Directors as conclusive evidence of the fact that a majority of the Directors have taken the action stated to have been taken in such instrument.

8.3 Neither the District nor CSEA shall be liable in any way for any of the obligations, acts, or omissions of a Director merely because the Director is in any way associated with the District or CSEA.

8.4 The name of the Plan may be used to designate the Directors collectively, and all instruments may be executed by the Board in the name of the Plan, by signature of the one Director appointed by CSEA and one Director appointed by the District who are authorized to sign various documents and instruments under Article VI.

8.5 In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under the Plan, the Board may withhold payment pending an adjudication of the question or dispute, satisfactory to the Board, or until the Board has been fully protected against loss by means of such indemnification agreement or bond as the Board, in its sole judgment, determines to be adequate.

ARTICLE IX - ARBITRATION

9.1 In the event that the directors deadlock or fail to take action on any matter arising in connection with the administration of the Plan, the Directors shall, within ten days after a written request is served upon the Co-Chair by any Director, agree upon a neutral person to serve as an arbitrator to decide the dispute. An arbitrator shall be chosen from a list of five arbitrators from the American Arbitration Association or comparable group. The District and the CSEA Directors shall each alternatively strike one name until four names have been eliminated, and the person whose name remains shall be the arbitrator.

9.2 The decision of the arbitrator shall be final and binding upon the Directors, the parties, the Employees and beneficiaries of the Plan. In making his or her decision, the arbitrator shall be bound by the provisions of the Plan and shall have no authority to alter or amend the terms of any thereof.

9.3 In the event the Directors are unable to agree on an arbitrator within 30 days, either the District or CSEA Directors may petition the Superior Court for the State of California, County of Contra Costa, for appointment of an arbitrator, as provided in California Code of Civil Procedure, Section 128.1 *et seq.*

9.4 The reasonable expenses of any such arbitration, including any necessary court proceedings to secure the appointment of an arbitrator or the enforcement of the arbitration award (excluding the fees and expenses of witnesses who are not employees of the District, called by the parties and the cost of any attorneys other than the attorneys for the Plan), shall be a proper charge against the Trust. No expenses shall be deemed reasonable under this section unless approved by the Board.

ARTICLE X - GENERAL PROVISIONS

10.1 The rights and duties of all parties, including the District and CSEA Employees and Directors, shall be governed by the provisions of the Plan.

10.2 No employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified herein. The Directors shall establish and maintain a reasonable claims procedure concerning claims for Benefits. To the extent that health benefits are provided or administered by an insurance company, or other similar organization, which is subject to regulation under the insurance laws of one or more states, any dispute as to eligibility, type,

amount, or duration of benefit shall be resolved by the appropriate insurance carrier or other organization under and pursuant to the policy or contract, and the employee or other beneficiary shall have no right or claim with respect thereto against the Plan or any of the Directors. Neither the District, CSEA nor any of the Directors shall be liable for the failure or omission for any reason to pay Benefits under the Plan.

10.3 If any provision of the Plan, the rules and regulations made pursuant thereto, or any step in the administration of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Plan unless such illegality or invalidity prevents, or in substantial degree unfavorably affects, accomplishment of the objectives and purposes of the Plan.

10.4 Except to the extent necessary for the proper administration of the Plan or as required under one or both Agreements, all books, records, papers, reports, documents, or other information obtained with respect to the fund or the Plan shall be confidential and shall not be made public or used for any other purpose than the information of an action by the Board. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Plan.

ARTICLE XI - DUAL ENTITLEMENTS

11.1 Notwithstanding any other provision of the Plan, the following provisions shall apply in the case of a couple in which one Spouse or Domestic Partner is an eligible Employee under the Plan, and the other Spouse or Domestic Partner is either an eligible Employee under this Plan or an employee of the District who is entitled to retiree health benefits under another Plan to which the District contributes, or pursuant to a contract with the District.

11.2 If each Spouse or Domestic Partner is an eligible Employee each Employee is eligible for participation in the Plan as defined by Article IV.

11.3 If one Spouse or Domestic Partner is an eligible Employee and one Spouse or Domestic Partner is entitled to retiree health coverage under another Plan to which the District contributes, each Employee is eligible for participation under the their Plan as defined by the Trust Agreement under which that employee is covered.

11.4 If one Spouse or Domestic Partner is an eligible employee and one Spouse or Domestic Partner is currently under contract with the District:

11.4.a. The eligible Employee is entitled to participate in their Plan as defined by the Trust Agreement under which that employee is covered.

11.4.b. If, upon STRS/PERS retirement from the District, the Spouse or Domestic Partner is eligible, he/she shall be entitled to participate in their Plan as defined by the Trust Agreement under which that employee is covered.

ARTICLE XII - AMENDMENT, MERGER AND TERMINATION

12.1 The provisions of the Plan may be amended or modified from time to time by the by resolution of the Board.

12.2 If the Plan is terminated, all assets of the Plan remaining after all administrative expenses have been paid will be used for the benefit of CSEA Employees, regular and retired, in a manner determined by the Board.

ARTICLE XIII - SEVERALABILITY AND WAIVIER

13.1 Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

13.2 None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

ARTICLE XIV - INDEPENDENT ADVICE OF COUNSEL AND INTEGRATION

14.1 Each and every party to this Agreement has secured their own independent review of this Agreement, its terms and conditions, by their own counsel and tax consultants. The execution of this Agreement does NOT create any reliance or duty by any attorney or consultant except as to their retained client. Each party to this Agreement has used its own independent judgment as to its validity, meaning and legality.

14.2 This document sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. There are no covenants, promises or obligations between the parties either in oral or in writing outside this fully integrated Agreement. This Agreement may be modified only as provided in this Agreement.

EXECUTED on _____

SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR CSEA,
UNIT II EMPLOYEES

(Signed)

_____

CSEA Director

NAME

(Signed)

_____

CSEA Director

NAME

(Signed)

_____

CSEA Director

NAME

(Signed)

_____

DISTRICT Director

NAME

(Signed)

_____

DISTRICT Director

NAME

DATE

P:benefits/benefitstrust.csea

SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST FOR CSEA, UNIT II EMPLOYEES

APPENDIX A

During the 2004-2005 school year, full time eligible CSEA, Unit II employees ages 55 to 65 shall receive $289.41, ages 65+ $387.19. Part time eligible employees shall receive a pro rata amount.

Effective July 1, 2007, full time eligible CSEA, Unit II employees ages 55 to 65 shall receive $200 per month, increased annually by the Consumer Price Index for All Urban Consumers for San Francisco-Oakland.

SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR CSEA,
UNIT II EMPLOYEES

APPENDIX B

