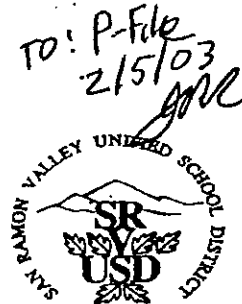


EXHIBIT 12

EXHIBIT #3



AGREEMENT BETWEEN SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) AND LAURA CARRASCO

This agreement is a good faith effort to address the disciplinary issues regarding Laura CARRASCO, Head Custodian-San Ramon High School (hereafter "CARRASCO"). All parties agree as follows:

1. This agreement is a full and complete settlement to the known disciplinary issues concerning CARRASCO, Custodian at San Ramon High School.
2. CARRASCO acknowledges the following facts:
 - 2.1 CARRASCO contacted her son to work as a substitute custodian on 1/5/03 after being specifically directed not to do so on 12/19/03 by Larry Shannon, Acting Director, Custodial Services.
 - 2.2 CARRASCO acknowledges carrying on an inappropriate conversation with a custodian after being directed in writing not to speak to him. CARRASCO said to the custodian, "You're not going to get me for harassment...you're not going to get something in my file."
 - 2.3 CARRASCO acknowledges spending time away from her duties without authorization to attend a meeting. The proper chain of command expected from the Head Custodian to address concerns was not followed and work time was wasted. CARRASCO has been counseled on previous occasions regarding the need to improve productivity.
3. The conduct cited in 2.1 - 2.3 above constitutes the following disciplinary action causes (page 34, SEIU/SRVUSD Contract):

"4. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public."

"8. Incompetence or inefficiency in the performance of duties."

"9. Insubordination (including, but not limited to, refusal to do assigned work)."

[**Bold/underlining** emphasis added to identify applicable violation]

4. As a result of the conduct described in 2 (two) above, CARRASCO accepts a 4 day unpaid disciplinary suspension from February 3, 2003 through February 6, 2003. The appropriate deductions will be made from the February payroll check issued to CARRASCO.
5. CARRASCO is required to meet in not less than two joint sessions with John Caldecott and the custodian that she has treated in a discourteous manner. CARRASCO will work cooperatively with all custodians and will demonstrate that she can meet the requirements/qualifications of a Head Custodian by developing and maintaining positive and effective work relationships.

The Assistant Principal will handle all work instructions/directions with the other custodian until the sessions above are completed successfully. The school administration will keep CARRASCO advised of directions given to the custodian for coordination purposes.

6. CARRASCO understands that failure to perform satisfactorily in any area, or conduct similar to that described in 2 (two) above will be likely to lead to dismissal from classified service. Furthermore, failure to comply with all of the conditions of this agreement will also be grounds for dismissal.

7. The District and SEIU have fully advised CARRASCO of the formal disciplinary procedures (i.e., written charges, Skelly, formal appeal with an opportunity to cross-examine witnesses, and Board action). CARRASCO voluntarily agrees to the provisions herein in lieu of formal discipline and acknowledges that this agreement complies with the Contract, District Policies and all applicable laws.
8. All parties shall keep the terms and conditions of this agreement confidential.
9. A COPY OF THIS DOCUMENT WILL BE PLACED IN CARRASCO'S PERSONNEL FILE 5 (FIVE) DAYS FROM THE DATE OF AGREEMENT. CARRASCO IS ENTITLED TO RESPOND. WRITTEN COMMENTS WILL BE ATTACHED TO THIS DOCUMENT AND MADE PART OF THE PERSONNEL FILE.

Roberta J. Silvetstein 1/29/03
 Roberta J. Silvetstein
 Assistant Superintendent, Human Resources

John R. Caldecott 1/29/03
 John R. Caldecott
 Director, Classified Personnel

David Lorden 1/29/03
 David Lorden
 Principal, SRHS

Laura Carrasco 1/29/03
 Laura CARRASCO
 Head Custodian, San Ramon High School

Seymour Kramer 1/29/03
 Seymour Kramer
 SEIU Labor Relations Representative