Amendment No. 28

EXHIBIT A: Scope of Services

RGS shall assign staff and other appropriate resources to provide the services identified in Exhibit A. Those services shall be provided by meeting the functional requirements set forth in Exhibit B. In addition to the functional requirements specified in Exhibit B, the services RGS is required to provide as identified in Exhibit A shall also include the following human resource services: recruitment/selection/onboarding services and request for proposal (RFP) services (billed hourly as needed); benefit administration and payroll management, monitoring and complying with changes in employment laws, payroll taxes, workers’ compensation, online timekeeping, project costing, project billing services, and other ongoing administrative services for assigned RGS staff (included in a monthly per employee administrative fee). Services may be performed at the CalSAWS offices available in Rancho Cordova or at other locations.

**COMPENSATION**

Note: This section applies to all RGS employees with CalSAWS assignments.

**Salary and Step Increases (See Exhibit A: Table 1 and Table 2).**

1. Except as otherwise provided in this Agreement, a new employee shall be appointed at the first step of the salary grade.
2. Step Levels and Reviews for New Employees: RGS in consultation with the CalSAWS Executive Director and/or CalSAWS Chairperson may appoint a new employee in a specified assignment to any step within the range shown. Employees who start employment prior to August 1st (for example, in 2016) will have annual reviews beginning in January (for example, in 2017) of the following year. Employees who start employment on or after August 1st (for example, in 2016) will have annual reviews beginning in January of the subsequent year (for example, in 2018).
3. Applicability of Step Increases: Each employee whose pay is below the highest step shall be considered for increase as part of a yearly review by RGS in January, as provided in paragraph B above, except as otherwise provided. Employees promoted from one position to another at a higher salary level shall have their hourly compensation adjusted to no less than the next higher point on the new salary range.
4. Increases by Salary Steps: Effective March 1, 2016, and each year thereafter as part of the yearly review in January, as provided in paragraph B above, a salary increase shall be to the step rate of the second (2nd) next higher step, except when there are less than two (2) steps remaining, it shall be to the last step. Such salary increases shall be given unless there is an affirmative agreement with the CalSAWS Executive Director to deny the increase.

**Vacation Accruals.**

Every full-time employee shall be entitled annually to the following number of working hours of vacation with pay in accordance with the record of completion of continuous years of assignment to the C-IV Project previously and continuing on with CalSAWS.

1. In accordance with the current RGS policy, vacation accruals begin with the first pay period.
2. The vacation accrual rate is:

* 0 to <60 months = 96 hours per year
* >61 to 120 months = 148 hours per year
* 120+ months = 160 hours per year

1. Each employee’s accrual balance is reviewed in December of each year. If an employee has exceeded the maximum accrual within the tenure range applicable to them, then vacation accrued in excess of the maximum allowed will be paid off with the December 15th pay period. Employees who advance to a higher tenure range during the year (ie, tenure that receives a greater number of vacation hours) will be evaluated for excess leave cashout based on the cap applicable to their accrual rate in effect in December.

**Holidays.**

Paid Holidays are provided as follows:

* January 1, New Year’s Day
* Third Monday in January, Martin Luther King, Jr.
* Third Monday in February, Washington’s Birthday
* Last Monday in May, Memorial Day
* July 4, Independence Day
* First Monday in September, Labor Day
* Second Monday in October, Columbus Day
* November 11, Veterans’ Day
* Fourth Thursday in November, Thanksgiving Day
* Friday following Thanksgiving
* December 24, Christmas Eve
* December 25, Christmas Day
* December 31, New Year’s Eve

**Fees**. CalSAWS agrees to pay to RGS the monthly or other rate within the range shown in this Exhibit A, for the assigned RGS employees. RGS agrees to provide actual rates for personnel based on staff-selected benefits on or before the 5th of January each year and notify CalSAWS of any changes to these rates throughout the year as soon as staff requests the change. In the event that staff is provided for a portion of a month, the rate shall be pro-rated.

The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities, including post-employment expenditures, for which RGS may be obligated to its employees or may otherwise be contractually obligated. The parties agree that contract costs directly related to RGS services provided for CalSAWS exclusive benefit continue beyond the term of services. Contract costs, such as accrued but unused vacation and medical premiums, which are required by law or by contractual agreement with the benefit providers, will be reimbursed to RGS by CalSAWS. RGS agrees to provide an itemized invoice of such contract costs within 90 days of incurrence, contract ending or separation of employment.

**Reimbursement of RGS’s Administrative Cost**. Support overhead costs are those expenses necessary to administering this Agreement and are included in the monthly rate.

**Terms of Payment**. RGS will send CalSAWS a projection of expenditures by the 4th day of the month prior to the month payment is due. Invoices shall be sent by the 5th day of the month following the month of service. If, due to change in positions or hours, per Section 1.2, “Assignment of Personnel,” the actual invoice is higher or lower than the projection, CalSAWS may opt to defer the balance or leave a credit balance to the following month. This balance would be reflected in subsequent advances and/or invoices. RGS may also assess the carrying charge as described in the following paragraphs.

Any year that the State Budget is not approved by July 1, CalSAWS will be unable to process payments until the budget is passed and signed by the Governor. In that event, RGS will add a carrying fee of up to 1% of the unpaid balance monthly.  This is specifically for deferred payments that cause delays beyond the normal CalSAWS payment cycle.

External costs for such items as advertisements, panel expenses, etc., shall be billed to CalSAWS at RGS’s costs. Overtime for eligible employees will be billed to CalSAWS at the cost incurred.

Additionally, in the event that CalSAWS fails to pay any undisputed amounts due to RGS within 150 days after payment due date, then CalSAWS agrees that RGS shall have the right to consider said default a material breach of this Agreement and the duties of RGS under this Agreement may, at RGS’s sole option, be terminated by RGS upon 10 working days advance written notice to CalSAWS.

Payment Address

All payments due RGS shall be paid to:

Regional Government Services

PO Box 1350

Carmel Valley, CA 93924

EXHIBIT A: Table 1

**Range of Bill Rates for Personnel and Travel Reimbursement Policies**

The following table provides the range of bill rates by position and current step. Bill rates include salary, benefits and fees and may vary depending on the benefits selected by the staff.

