

CSEA
AGREEMENT BETWEEN
BOARD OF EDUCATION
ALBANY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
ALBANY CHAPTER 679
COVERING
OFFICE/PARAEDUCATORS
JULY 1, 2016-JUNE 30, 2019

Contents

1. RECOGNITION 3

2. ORGANIZATIONAL RIGHTS AND OBLIGATIONS 4

3. ORGANIZATIONAL SECURITY 6

4. DISTRICT RIGHTS 7

5. PERSONNEL FILES 8

6. WAGES AND SALARY SCHEDULE PROVISIONS 9

7. HEALTH AND WELFARE BENEFITS 13

8. RETIREE BENEFITS 16

9. HOLIDAYS 17

10. VACATIONS 18

11. LEAVES 20

12. WORKDAY AND LUNCH PERIODS..... 28

13. TRANSFERS, PROMOTIONS, SENIORITY..... 31

14. GRIEVANCE PROCEDURE (*Binding Arbitration*) 33

15. EVALUATIONS 35

16. DISCIPLINARY ACTION..... 36

17. SEVERABILITY 39

18. COMPLETION OF MEET AND NEGOTIATIONS..... 40

19. SPECIFIED REOPENERS/NEGOTIATION AND COMMITTEES 41

20. DURATION..... 42

 EXHIBIT A - LIST OF POSITIONS..... 43

 EXHIBIT B - SALARY SCHEDULE, 8 HOURS – 2.1.17 44

 EXHIBIT C - SALARY SCHEDULE 7.5 HOURS – 2.1.17 45

 EXHIBIT D - SALARY SCHEDULE, 8 HOURS – 2017-18..... 46

 EXHIBIT E - SALARY SCHEDULE 7.5 HOURS – 2017-18 47

 EXHIBIT F - PROPOSED PLAN FOR PROFESSIONAL GROWTH..... 48

 EXHIBIT G - HEALTH AND WELFARE BENEFITS – 7/1/2017 49

 EXHIBIT H - HEALTH AND WELFARE BENEFITS 10 Month Employees – 1/1/2018..... 50

 EXHIBIT I - HEALTH AND WELFARE BENEFITS 11 Month Employees – 1/1/2018 51

 EXHIBIT J - HEALTH AND WELFARE BENEFITS 12 Month Employees – 1/1/2018..... 52

 EXHIBIT K - DISTRICT-WIDE CALENDAR – 2017-2018..... 53

 EXHIBIT L - DISTRICT-WIDE CALENDAR – 2018-2019 54

 EXHIBIT M - ALBANY CHILDREN’S CENTER PRESCHOOL CALENDAR – 2017-18 55

EXHIBIT N - ALBANY CHILDREN’S CENTER SCHOOL AGE CALENDAR 2017-18 .. 56
EXHIBIT O - PERFORMANCE EVALUATION - CLASSIFIED EMPLOYEES..... 57
EXHIBIT P - PERFORMANCE EVALUATION - INSTRUCTIONAL PARA-EDUCATORS
..... 58
EXHIBIT Q - DOMESTIC PARTNER AFFIDAVIT 59
EXHIBIT R - CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP ... 60
EXHIBIT S - EDUCATION CODE SECTION 45102 61
EXHIBIT T - EDUCATION CODES - 45114, 45115, 45117, 45298, AND 45308..... 62
EXHIBIT U - SIDE LETTER OF AGREEMENT 65
EXHIBIT V - MEMORANDUM OF UNDERSTANDING 66

1. RECOGNITION

1. The District recognizes the Association as the exclusive representative for employees in the Office/Para-educator Unit.
2. The Office/Para-educator unit consists of employees as stated in the listing of positions set forth in Exhibit A of this Agreement.

2. ORGANIZATIONAL RIGHTS AND OBLIGATIONS

1. Association Rights. The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- a.** The right of access at reasonable times with the approval of the employee's immediate supervisor to areas in which employees work for the purpose of representing bargaining unit members on grievances and matters relating thereto.
- b.** The right to use, without charge, institutional bulletin boards, mailboxes and the use of the school mail system and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
- c.** The right to use District facilities and buildings at reasonable times when not needed for District use for the purpose of processing grievances and matters relating thereto.
- d.** The right to use District equipment for preparation of materials for use in grievances and negotiations. Association use of District equipment, facilities, and buildings must be consistent with District rules and policies. The Association may use District facilities and equipment without charge except that the Association must reimburse the District for the consumption of supplies.
- e.** The right to review, at reasonable times, employee's personnel file and any other records dealing with employee when accompanied by the employee or on presentation of a written authorization signed by the employee.
- f.** The District shall provide the Association with a unit seniority list by October 31 of each school year. In the case of a layoff, a seniority list will be furnished to the Association upon written request by the Association.
- g.** Upon request, the District shall furnish to the Association copies of all public documents relating to employer/employee relations, wages, hours and other provisions of the Agreement, District finance and budget, and other data appropriately of interest and concern to the Association.
- h.** Unpaid leave of absences may, upon approval of the Superintendent, be granted to employees who are State, Regional, or local officers of CSEA for purposes of attending statewide conferences.
- i.** Bargaining unit employees have the right to release time to attend a ratification session on this Agreement. The ratification session shall be held at a mutually agreeable time which produces minimal disruption of District operations.
- j.** Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide, without charge, a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of a bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit

shall be provided by the District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

k. CSEA shall have the right to conduct one (1) 30 minute annual union member orientation during the school year on a pupil free day, on a date and time mutually agreed upon between CSEA and District.

1. All new employees shall be provided a copy of the current collective bargaining agreement.

2. Association Obligations. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. If prior to completion of the Educational Employment Relations Act Impasse Procedures there is a strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take necessary steps to cause those employees to cease such action.

It is understood that in the event that this Article is violated, the District shall be entitled to withdraw any privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association.

3. ORGANIZATIONAL SECURITY

1. Any member of the unit who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by June 1, of any year. Pursuant to such authorization, the Board shall deduct such dues from the regular salary warrant of the member of the unit each month.

2. Any member of the unit who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount equal to the annual dues payable to the Association; provided, however, that the member of the unit may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this section. Any member of the unit who fails to authorize a payroll deduction, or who fails to pay the required fee to the Association, shall be terminated from employment upon written request by the Association.

3. Notwithstanding any provisions of this Article, any member of the unit whose personal, philosophical, or religious convictions forbid joining or supporting the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its Albany Chapter 679, shall as a condition of continued employment, pay the amount set forth above to any national or state-wide charitable organization as may be agreed upon by the member of the unit, the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and the ALBANY UNIFIED SCHOOL DISTRICT. A copy of the receipt for such donation shall be submitted to the Association and kept on file. This donation shall be made on a year to year basis, and shall be considered to be paid under the same terms and conditions as if the said member of the unit was a member of the Association.

In the event said member does not pay such sum to the charitable organization, the Board shall, at the request of the Association, terminate the employment of said member of the unit in accordance with law.

4. The Association shall indemnify, defend and hold the District, its officers and/or employees harmless from any claim made of any nature and against any lawsuit arising from the District's actions pursuant to its obligations contained in this section. In the event the District is called to terminate the employment of a unit member, indemnification shall include the fees paid to the attorney of the District's choice.

5. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this section.

4. DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. The exercise of powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall 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 law.

5. PERSONNEL FILES

The personnel file of each employee shall be maintained at the District's central administration office. Except as required by statute, no adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file. Employees shall be provided with copies of any derogatory written materials ten (10) working days before it is placed in the employee's personnel file. The employee shall be given the opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the written material. An employee shall have the right to release time when an appointment is made to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that contains ratings, reports, or records which were obtained prior to the employment of the employee involved.

All personnel files shall be kept in confidence and shall be available for inspection by District staff or agents when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The employee's personnel file shall be available for examination by the employee and/or his/her CSEA representative if authorized in writing by the employee.

Any person who prepared written material for placement in an employee's file shall sign and date the materials. All such written materials placed in a personnel file shall indicate the date of placement.

Anonymous material shall not be placed in personnel files. All material placed in an employee's personnel file shall be signed and dated. Information of a positive nature may be placed in an employee's file, such as indications of special competencies, achievements, performances, or contributions of an academic, professional, or civic nature.

6. WAGES AND SALARY SCHEDULE PROVISIONS

1. Salary Schedules.

- a. A one and twenty-five hundredths percent (1.25%) salary increase shall be applied to all steps and columns of the salary schedule for 2016-17, Exhibits W and X, effective February 1, 2017. The retro payment will be paid within 45 days of board approval. A five percent and twenty-five hundredths (5.25%) salary increase shall be applied to all steps and columns of the 2016-2017 salary schedule for 2017-18, Exhibits W and X, effective July 1, 2017.

- b. **Salary Schedule Movement:** Upon completion of the probationary period, an employee shall be moved one step on the salary schedule. This movement shall actually take place on the first day of the month following the end of the probationary period. Thereafter the employee shall move every (12) months of service (see paragraph 11 of this article).

2. Longevity Pay

Years of service shall be anniversary years based upon the date of employment.

The District shall additionally compensate long-service employees in accordance with the following:

- a. Employees who have completed eight (8) years of continuous service shall be granted a four percent (4%) longevity increment.
- b. Employees who have completed twelve (12) years of continuous service shall be granted an additional three percent (3%) longevity increment totaling seven percent (7%).
- c. Employees who have completed sixteen (16) years of continuous service shall be granted an additional three percent (3%) longevity increment totaling ten percent (10%).
- d. Employees who have completed twenty (20) years of continuous service shall be granted an additional three percent (3%) longevity increment totaling thirteen percent (13%).
- e. Employees who have completed twenty-four (24) years of continuous service shall be granted an additional three percent (3%) longevity increment totaling sixteen percent (16%).
- f. Employees who have completed twenty-eight (28) years of continuous service shall be granted an additional three percent (3%) longevity increment totaling nineteen percent (19%).

3. Disability Insurance.

The employees covered by this Agreement will pay their own American Fidelity Disability Insurance premiums. American Fidelity Disability Insurance benefits will be integrated with employee's accumulated sick leave.

4. Reserve Duty

When an employee has to go on military training duty, the employee will be paid by the District and will not lose any pay for up to a maximum of thirty (30) days in accordance with Education Code 45059.

5. Professional Growth Award Program.

a. A professional growth award may be earned by:

i. Employees completing six (6) semester units or nine (9) quarter units of work in a junior college, college, university, university extension, or other accredited educational institution. Credit will not be granted for audited courses.

ii. Completing specific in-service courses which have received prior approval from the District and which are attended outside of working hours. (One semester unit will be granted for each twelve (12) hours of participation.)

iii. Attendance at workshops and conferences which have received prior approval from the District. The amount of credit earned will be determined by the District at the time the request for approval is considered.

b. Employees must obtain approval from the Superintendent or designee prior to enrolling in any Professional Growth program. Requests for approval shall be submitted on the standard District form (Exhibit F). If the immediate supervisor denies the request, the employee may appeal to the Superintendent whose decision shall be final.

c. Professional Growth units will be granted for those academic and Professional Growth activities that are beneficial to employee responsibilities, promotional achievement, and District goals.

d. No Professional Growth award credit shall be awarded for any courses, conferences, workshops, or activities which are funded in part or in whole with District funds for costs such as registration fees, transportation or mileage, reimbursement, or other expenses related to the activity or for activities which take place during assigned work time.

e. Any units earned in excess of the units required for an award may be applied toward subsequent awards, providing, however, that a maximum of one award in any one year be approved for salary increments.

f. All Professional Growth Award credit will be figured in semester units. Institutional credit in terms of quarter units will be converted into semester units on the basis that one quarter unit is equivalent to 2/3 of one semester unit.

i The District will accept the number of units of credit awarded by the educational institution where the course was completed.

ii When an educational institution indicates the number of hours of participation, rather than a specific number of units, one semester unit will be granted for each twelve (12) hours (minimum) of classroom participation and in multiples of six (6) hours thereafter for each additional one half semester unit. Twelve (12) hours equals 1 semester unit; 18 hours equals 1 1/2 semester units; 24 hours equals 2 semester units; 30 hours equals 2 1/2 semester units, etc.

g. It is the responsibility of the individual employee to apply for Professional Growth credit, to receive prior approval from the District, and to verify satisfactory completion of all course work.

Satisfactory completion can be verified by presentation of an official transcript, report card, or other official document from the institution where the course was taken.

h. Award Rate and Effective Date. An award of forty dollars (\$40.00) per month for each six (6) semester units of approved credit shall be granted to an employee participating in the Office/Para-educators unit's Professional Growth Award Program.

i A maximum of ten (10) awards may be granted to an employee during his or her tenure in the District (one award per year).

ii Upon verification, the effective date of each Professional Growth award for any Association employee shall be retroactive to the first of the month following the completion of the course. A period of six (6) months after the completion of the course or activity will be allowed for verification required to receive an award.

iii The effective date of each Professional Growth award for employees with less than full year assignments shall be on the date of return to regular assignment.

6. Training Program

The District shall provide for adequate in-service training programs and workshops for members of the bargaining unit. All unit members are encouraged to attend these training sessions. If such training and in-service is held outside the regular work day, the employee would be paid at the applicable rate.

7. Personal Property.

Provided that an employee has submitted an approved personal property form to the district office, the Board shall reimburse employees for any loss, damage or destruction of clothing or personal property used as part of an approved school program up to a maximum of two hundred (\$200) dollars, suffered while performing services for the District on campus, or as assigned, providing such employees had prior approval of the immediate supervisor for use of personal property or equipment and further, that the employee had taken measures to protect such property or equipment.

8. Mileage.

An employee required to use his/her vehicle on District business, or who normally works at two (2) separate sites as part of one job assignment on a daily basis, for travel between sites shall be reimbursed for mileage at the IRS rate, subject to approval of the department supervisor/designee. The employee shall submit the request for reimbursement of mileage on a District approved form and using the District's pre-determined calculation of distance between sites. Travel between sites will not be paid when an employee has two separate regular job assignments in the District.

9. Payroll Errors.

Any payroll error shall be corrected and a supplemental check issued, not later than five (5) working days after the employee provides notice to the Payroll Department.

10. Anniversary Increments become effective the first of the month following the anniversary date.

11. Promotion

In order to provide promotion opportunities to Association members, consideration may be given to those applicants who will, in the judgment of the District, require additional on the job and/or off the job training to meet minimum requirements. Initial step placement will be appropriate to training and experience for the promotional assignment without regard to the applicant's prior Range and Step; however, placement shall not result in a reduced hourly salary. When an employee is promoted to a higher classification, the employee will move to a step that results in at least five percent (5%) increase in salary effective upon the promotion. The employee shall move to the next higher step on one (1) year, except when initial placement is the highest step.

12. Out of Class Work

Employees may be required to perform out of-class duties. If an employee is required to do so for five (5) working days or more within the pay period that runs from the 11th of one month to the 10th of the following month, he/she shall be paid at the higher class level for the entire period he/she is required to work out of class. If the work is in the same unit, the pay shall be at the first step of the higher class which provides at least a 5% raise, but not at a level higher than the highest step in the class where the employee is temporarily working. If the work is outside of the unit, the employee shall be paid at his/her regular rate of pay if the out of class work is normally paid at a rate lower than the employee's regular rate, or 5% above the employee's regular rate if the out of class work is normally paid above the employee's regular rate.

13. Multiple Positions

Where an employee serves in more than one position whether in a single classification or different classifications, the employee's salary schedule placement, longevity increments, and vacation shall be based on the date of hire applying to the earliest employment.

7. HEALTH AND WELFARE BENEFITS

1. Benefits for each full-time employee shall be set forth in Exhibit H, I, J. All benefits for part-time employees shall be prorated based on 7.5 hour day (37.5 hours/week) on the same basis as his/her salary proration.

2. Continuing through Dec 31, 2017, the District will provide payment of medical premiums up to the Kaiser or Blue Shield Access + HMO family plans offered by CalPERS, whichever is higher. An employee may choose any available CalPERS plan. The employee shall pay for any cost of the plan that exceeds the higher of Kaiser or Blue Shield Access + HMO family plans.

Beginning January 1, 2018, the District will provide payment of medical premiums:

For an employee choosing employee only, the District will provide payment of medical premiums up to the Kaiser or Blue Shield Access + HMO employee only plans offered by CalPERS, whichever is higher. An employee may choose any available CalPERS plan. The employee shall pay for any cost of the plan that exceeds the higher of Kaiser or Blue Shield Access + HMO employee only plans.

For an employee choosing employee plus one (coverage for two), the District will provide payment of medical premiums up to the Kaiser plans for coverage for two offered by CalPERS. For an employee choosing employee plus two or more (coverage for 3+), the District will provide payment of medical premiums up to the Kaiser family plans offered by CalPERS. Should the employee want to enroll in a plan other than Kaiser, the District will pay the cost of the Kaiser monthly plans for the employee plus one; and employee plus two or more, as well as pay the employee an additional amount up to \$100.00 per month towards the plan of their choice to offset the difference between the corresponding Kaiser plan and plan of choice.

The Association recognizes and will communicate to its members that any increase to the General Fund will be used to pay for any increase cost the District may incur in meeting its obligation under paragraph 1 above before negotiations on salary or other cost items.

3. The employees will be offered an IRC 125 plan and the parties agree that American Fidelity administers the plan.

4. The CSEA chapter, the District, and other employee groups who wish to participate shall continue to review current employee health and welfare benefits in a committee convened by the District. The committee may make recommendations regarding health and welfare plans and cost containment.

5. Alternative Benefit Program

Any employee who can show proof of alternative medical coverage and does not choose to receive medical coverage from the district shall be eligible to receive \$125 per month under the

district's 125 plan. The employee may choose to take the \$125 in cash. The cash may be placed in a tax sheltered annuity if the employee so chooses, after appropriate payroll tax deductions.

6. Domestic Partner Coverage

Employees' domestic partners and their dependents shall be eligible for benefits on the same terms as employees' spouses and their dependents, subject to the following:

Definition

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign, and have notarized the Albany Unified School District Domestic Partner Affidavit (Exhibit Q).

Criteria

- a. A domestic partnership exists when all of the following occur:
 - i. Both persons have a common residence.
 - ii. 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.
 - iii. Neither person is married nor a member of another domestic partner
 - iv. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - v. Both persons are at least 18 years of age and are mentally competent to consent to contract.
 - vi. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Albany Unified School District.
 - vii. The two parties agree to notify the Albany Unified School District Personnel Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
- b. A domestic partnership shall terminate when any of the following occurs:
 - i. One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
 - ii. One of the domestic partners dies.
 - iii. One of the domestic partners marries.
 - iv. 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 a common residence.

Termination

Upon termination of the partnership, the employee shall notify the District by filing a certification of termination of eligibility (Exhibit R). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by section shall cease as of the last day of the month following the receipt of the certification of termination of eligibility.

The certification must be filed within thirty (30) days of the end of the domestic partnership. 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 engendered by the failure to receive notice that the domestic partnership has been terminated.

Application and Terms

In order to receive any benefit provided for by this section; an employee and his or her domestic partner shall complete, have notarized, and file with the District an Albany Unified School District Domestic Partner Affidavit (Exhibit Q).

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

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any state law. .

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

8. RETIREE BENEFITS

1. The District will contribute to eligible employees, on a monthly basis, an amount equal to the monthly individual premium cost for the health, dental, and/or vision plans selected. For the employee who was working less than full-time at his/her retirement from the District, the District will contribute a monthly amount that is prorated according to the amount of time that the employee was working at his/her retirement- The Eligibility for this benefit will cease on the employee's sixty-sixth (66th) birthday. Refer to Exhibit H, I, J.

b. Effective July 1, 2012, a retiring employee will be eligible to participate in the District's retiree benefits plan upon attaining the age of sixty (60), completing fifteen (15) years of service in the District, and upon actually retiring from a retirement system such as PERS or STRS. Retiring employees will not be eligible to receive District's retiree benefits if they fail to retire from a public retirement system.

2. The District shall provide the same coverage for spouse of the retiree until coverage for the retiree ceases, unless spousal coverage is not provided to regular employees.

9. HOLIDAYS

1. Full-time employees shall be provided the following paid holidays:

Independence Day

Labor Day

Admission Day (taken during Winter Break)

Veteran's Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Two Board Holidays

Furthermore, each employee shall have two (2) floating holidays at a time mutually agreeable to the employee and his/her supervisor.

2. A committee representing all classified employee units shall meet with the Assistant Superintendent of Business Services annually to develop a calendar for unit members except Children's Center employees. The actual dates of the holidays shall change to conform to the school year calendar.
3. For unit members working at the Children's Center, holidays shall be scheduled in concert with the Children's Center calendar in order to minimize the number of days when school is in session and unit members are not scheduled to work. Employee requests for vacation on holidays when K-12 is not in session shall be granted. Unit members shall be represented on the Children's Center Calendar Committee.
4. Employees in paid status during any portion of the working day immediately before or after the holiday shall be paid for the holiday.

10. VACATIONS

One through Three yearsten (10) days
Four through Seven yearsfifteen (15) days
Eight through Fifteen yearstwenty (20) days
Sixteenth yeartwenty-one (21) days
Seventeenth yeartwenty-two (22) days
Eighteenth yeartwenty-three (23) days
Nineteenth yeartwenty-four (24) days
Twentieth yeartwenty-five (25) days.

1. Anniversary Date.

Regardless of job assignment, the anniversary date of initial employment of a probationary employee in a regular position shall determine years of service with the District in computing vacation allowances.

2. Vacation and Sick Leave Reports.

The District shall provide each employee in the unit with a bi-annual report with the current status of their sick leave and/or vacation. Bi-annual reports will be executed on October 31st and March 31st and distributed by December 1st and May 1st as soon as possible thereafter. The District will look into implementing a system whereby vacation and sick leave reports can be generated on a more frequent basis and discuss the options available with the Association at contract management sessions.

3. Eligibility.

All employees in the bargaining unit shall earn paid vacation time under this article.

4. Paid Vacation.

a. Employees hired for the number of days students are in school shall be paid for accrued vacation as part of their annual salary and shall not take vacations.

b. Vacation leave for all employees may be taken if requested at least four (4) days in advance for a one or two-day vacation and at least ten (10) working days in advance for a three or more day vacation. The notice requirement may be waived upon approval by the immediate supervisor. To the fullest extent possible, all ten month employees' vacation leave shall be used during the school year when the students are on vacation. The employees shall be granted

vacation during the school year even though not earned at the time the vacation is taken (Education Code 45197).

5. Vacation Pay.

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

6. Vacation Time Carry-over.

If the employee is not permitted to take vacation time, such excess time shall be carried over into the subsequent year or paid in cash at the option of the Superintendent. No employee shall accumulate more than thirty (30) days without the approval of the Superintendent.

11. LEAVES

1. Bereavement Leave

- a. The District agrees to grant five (5) days of paid leave of absence to an employee for the following:
 - i. Death of employee's spouse, child, mother, or father;
 - ii. Death of an immediate family members if out-of-state travel or if travel is in excess of 350 miles one way.
- b. The District agrees to grant three (3) days of paid leave of absence to an employee in the event of the death of other immediate family members if travel is 350 miles or less one way.
- c. Members of the immediate family are defined as the grandmother, grandfather, grandchild, aunt, uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, and brother-in-law of the employee or spouse; the parents of the employee's spouse; and any other person living in the immediate household.
- d. One (1) day bereavement leave shall be granted in the event of the death of a close personal friend.

2. Jury Duty

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

At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the employee. This shall be attached to the leave of absence report.

3. Military Leave (as provided by statute)

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

4. Sick Leave (Education Code 45191)

- a. Employees are entitled to one day of sick leave for each full month worked. Full time ten-month employees are entitled to ten (10) days sick leave each school year and full time twelve month employees to twelve (12) days of sick leave each year commencing on the first day of employment.
- b. Employees who work less than full time shall receive sick leave in the proportion that their work week bears to a full time work week.

- c. An employee will receive full pay for those days of absence covered by sick leave provisions.
- d. Except in cases of emergency, or sickness, all employees shall give notice of their impending absence to their principal or supervisor during the working day preceding the absence.
- e. If the employee giving notice of an impending absence holds a position requiring a substitute, that employee must contact his/her immediate supervisor or his/her designee. After regular work -hours, all employees shall notify their immediate supervisor or his/her designee as soon as it is known that an absence from duty will be necessary. Only in extreme emergency cases should a notice of absence be made after starting time on the work day of the absence.
- f. A sick leave day once commenced may not be reinstated.
- g. No payment for sick leave shall be made until submission by the employee of the form specified by the District and signed by the employee and the principal or immediate supervisor.
- h. A physician's written verification of the reasons for absence due to illness or accident may be required by the District prior to payment.
- i. Satisfactory evidence that the employee is physically and mentally fit to return to work may be required of any employee who has been absent from duty for more than five (5) consecutive working days.
- j. 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 service in the District.
- k. Any person who uses no sick leave and no personal necessity leave during the school year will be credited with two {2} bonus sick leave days per year (cumulative).
- l. When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, the amount deducted from salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

5. Catastrophic Leave.

A catastrophic leave program shall be made available to employees on a case- by-case basis, subject to agreement of both parties.

- a. This procedure shall be administered by a Catastrophic Leave Committee consisting of the Superintendent and the Association President or their designees (the "Committee").

- b.** Catastrophic leave is a paid leave of absence due to verifiable, major long-term illness or injury which disables the employee. Therefore, catastrophic leave may only be used for illness which continues for ten (10) days or more, after exhaustion of accumulated regular sick leave. (This does not require exhaustion of differential pay.)
- c.** Catastrophic leave shall not exceed more than forty-five (45) days per illness or injury.
- d.** A permanent classified employee of the District, who has worked for at least two (2) years, and who has exhausted all accrued paid leave, is eligible for catastrophic leave upon the Committee's approval. Such an employee shall be referred to as the Donee Employee.
- e.** Any permanent classified employee of the District may donate a minimum of one (1) day to the Donee Employee for catastrophic illness or injury, provided that the donating employee must maintain at least the number of sick leave days earned in a two (2) year period of employment. Such an employee shall be referred to as the Donor Employee.
- f.** Both Donee and Donor Employees shall obtain application forms from the District. The Committee shall review the completed forms and determine the merit of the case. The Committee may request medical verification.
- g.** Catastrophic leave shall not be used in conjunction with any long or short term disability insurance or Social Security benefits.
- h.** While the Donee Employee is on catastrophic leave, he or she shall not accrue any paid leave.
- i.** Any unused sick leave remaining in the "Sick Leave Bank" will be returned to donor employees according to a lottery drawing by the Committee.

6. Maternity Leave

The District shall allow maternity leave with no loss of seniority. The employee may use accumulated sick leave for disability as a result of pregnancy as certified by the employee's physician. Furthermore, if all accumulated sick leave is exhausted, the employee shall be entitled to difference pay as provided by the Section 4.1.

7. Adoption Leave

An employee who is adopting a child may be granted up to five (5) days of unpaid leave for the purposes of processing the adoption.

8. Child Rearing Leave

Natural or adopting parents may request an unpaid leave of absence for the purpose of rearing his/her infant for a period not to exceed one year from birth or adoption.

9. Unpaid Leaves

Permanent employees who request an unpaid leave of absence for a period not to exceed one year may be granted said leave.

10. Industrial Accident or Illness Leave (E.C. 45192)

- a.** Employees will be entitled to industrial accident or illness leave according to the provisions of Education Code Section 45192 for personal injury or illness which has qualified for Workers' Compensation under the provisions of the Industrial Accident Commission.
- b.** Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same industrial accident or illness.
- c.** The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.
- d.** For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the insurance carrier which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness.
- e.** If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to, and retained by the employee.

11. Personal Necessity Leave (E.C. 45207)

a. An employee may use, at his/her election, during any school year, not more than seven (7) days of accumulated sick leave in the case of personal necessity for the reasons stated below.

i Death of a member of the immediate family when additional leave is required beyond that provided in Section 45192 of the Education Code.

ii Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

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

iv Serious or critical illness of a member of the immediate family or friend living in the household and the immediate presence is required of the employee during his/her work day. The six (6) days may be extended at the discretion of the Superintendent on an individual basis.

v An employee may use two (2) days of allowable personal necessity leave for compelling personal reasons providing: (1) The reason is discussed with the Superintendent or his/her designee in advance, except in emergency situations when prior approval is not possible. In such instances, approval must be gained on the first day following return from absence; {2) The Superintendent or his/her designee has sole authority to approve or disapprove the request.

b. The Superintendent his/her discretion, may require proof of all personal necessity.

12. Convention Leave

The District authorizes the Association to send one (1) member as a delegate to its Annual, five day convention. The District will grant the employee a five (5) day, paid leave of absence for such purpose.

13. General Provisions

Provisions of Bereavement Leave, Military Leave, Sick Leave, Industrial Accident, Jury Duty, Illness Leave, Personal Necessity Leave, and Maternity Leave, shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the District.

14. General Elections

On the date when a state-wide election is being held, employees are encouraged to vote other than during regular working hours. However, if that is not possible, employees shall be entitled to time off in accordance with Section 14350 of the Elections Code.

15. Family Medical Leave

An eligible employee shall be entitled to up to 12 work-weeks of unpaid leave within a 12 month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

a. An employee is eligible if he/she has been employed by the District for a full school year, i.e. 75% or more of the days school is in session. Family medical leave shall be available on a pro rata basis for part-time employees.

b. Family medical leave shall be available for the following purposes:

- i Birth of the employee's child;
- ii Placement of a child with the employee for adoption or foster care;
- iii Care for the employee's child, spouse or parent with a serious health condition;
- iv The employee's own serious health condition that keeps the employee from performing his/her job function.

c. The request for Pregnancy Disability leave will be considered an FMLA eligible event and the unit member's allocation of FMLA leave will run concurrently with the use of pregnancy disability leave and extended sick leave. All other eligible family medical leaves will commence after other available paid, including vacation, is exhausted.

d. An employee may be required to provide medical certification whenever a serious health condition of his/her family member is the reason for the leave. Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided. For the employee's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will apply.

e. When advance notice is possible, an employee must provide 30 days advance written notice of the need for the leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of the leave.

f. An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions which applied prior to the first day of the employee's leave. The health plan includes medical, dental, and vision coverage to the same extent provided to the employee prior to the leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. An employee may at his or her expense participate in all other employee benefits plans offered by the employer during the leave.

g. Should other bargaining units reach a different agreement on family leave, the District and CSEA will reopen to make the language uniform if appropriate.

16. School Activity Leave

Employee shall be entitled to School Activity Leave in accordance with Section 230.8 of the Labor Code. Employees who are parents, guardians or grandparents of children in grades kindergarten through grade 12 may take up to forty (40) hours per school year, not to exceed eight hours in any calendar month to participate in the school activities of any child.

Prior to taking off, employee shall provide reasonable notice, defined as not less than five work days.

Time taken under this article shall be without pay, except that accrued vacation time, personal necessity, or compensatory time may be used.

At the sole discretion of the District, an employee may be required to provide written documentation from the school that the parent participated in school activities on a specific date and at a particular time.

17. Parental Leave

A unit member may request a leave of absence for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave"), as follows:

To take paid parental leave, a member must exhaust his or her sick leave.

17.2.3.1 When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave in accordance with AB 375, the unit member shall then receive differential pay up to the 12 workweeks of parental leave. ***Parental leave may be taken intermittently consistent with the CFRA and its implementing regulations. The aggregate amount of parental leave must not exceed 12 workweeks in a 12 month period.***

17.2.3.2 A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave in accordance with AB 375 Parental Leave.

17.2.3.3 If a unit member seeks to take parental leave, under AB 375, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes without the need of a doctor's note.

If a member does not want to exhaust sick leave, the member may take unpaid leave under CFRA.

17.2.3.4 Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the Family Care Leave provisions of CFRA, so long as the unit member qualifies for such leave.

17.2.3.5 If a unit member has exhausted the 12-week period of parental leave paid at differential pay, as set forth above, and seeks to continue such parental leave, the unit member may request an additional unpaid leave of absence as provided in Section 8.

12. WORKDAY AND LUNCH PERIODS

1. Work Day

The length of the work day shall be designated by the District for each classified employee's assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed regular and ascertainable minimum number of hours per day.

- a. The arrival and departure time for each employee in the bargaining unit shall be at the sole and exclusive discretion of the employee's immediate supervisor.
- b. During the hours of employment, employees shall perform those duties assigned to them by the Superintendent through their immediate supervisor.
- c. the ten month plus one week employee is placed on a 221 day work calendar (which includes 14 holidays) to be paid on an eleven (11) month pay schedule (11 equal payments).

The start date for each school year will be determined after the adoption of the school calendar by the Governing Board. If a site principal determines that the employee needs to start earlier or continue longer in their regular position, the employee shall put the extra time in the classified Substitute and Overtime Service Report (pink) and shall be paid at the regular rate of pay.

- d. Current Children's Center positions shall not be reduced below three (3) hours nor split unless the position is vacant. New or vacant positions of not less than two (2) hours may be established only when it can be demonstrated that a three (3) hour position is not warranted.

2. Work Week.

- a. Work weeks shall consist of five (5) consecutive days of seven and one half (7 1/2) hours per day and thirty-seven and one half (37 1/2) hours per week (except those positions designated as eight (8) hours per week), exclusive of lunch periods, unless the job description for a particular position provides otherwise and unless the employee and the District agree temporarily to non-consecutive days or hour shifts. See Exhibit A for 8 hour positions.

3. Adjustment of Assigned Time

Any employee in the bargaining unit who works an average of fifteen minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment lifted upward to reflect the longer hours effective with the next pay period, during the period of the increased assignment.

4. Rest Periods

All bargaining unit employees shall be granted rest periods which, in so far as practicable, shall be in the middle of each work period at the rate of fifteen minutes per three and three-quarters (3 3/4) hours worked or major fraction thereof. Rest time shall be mutually agreed upon between

the employees and their supervisors. Rest periods are part of the work day and shall be compensated at the regular rate of pay for the employee.

5. Overtime

Except as otherwise provided herein, all overtime hours as defined in this section shall be authorized by the Superintendent or designee and shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time employees who work in excess of seven and one-half (7 1/2) hours in any one day (except those positions designated as eight (8) hour per day), or on any one shift or in excess of thirty-seven and one-half (37 1/2) hours in any one calendar week (except those positions designated as forty (40) hours per week) whether such hours are worked prior to commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6. Compensatory Time Off

An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked at a time mutually agreed to between the employee and the immediate supervisor.

7. Lunch Period.

The immediate supervisor shall determine the length of the lunch period. Except when required by the needs of the school, employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for three and one half (3 1/2) hours. The length of time for such lunch period shall be a period of not less than one half (1/2) hour and shall be scheduled for full time employees at or as near as possible to the mid-point of each work shift.

8. Summer School Assignment

District practice regarding summer school assignment shall conform to Education Code Section 45102, attached hereto as Exhibit S.

9. Increase in the Assigned Hours of a Part-time Employee

When additional hours or days are assigned to a part-time position on a regular basis, the assignment of increased hours or days shall be offered first to the incumbent. If the incumbent declines the additional hours or days, they may be offered to the most senior qualified employee (District-wide) in the classification at the site.

10. Children's Center Walker Positions

It is understood and agreed that the Office/Para-educators unit shall not include those employees who are employed only as Walkers who walk with students to and from the Albany Children's Center and the Albany Unified School District schools. It is further agreed that when a vacancy exists for a Walker position, it will be first offered to Children's Center Instructional Para-educators, who, if employed as a Walker in addition to the position of Instructional Para-educator, will be paid at the rate for Instructional Para-educator for both assignments.

It is also further agreed that Walker position hours are for the regular school year as per the adopted school calendar. Fringe benefit calculations will be adjusted to reflect the Walker position of an Instructional Para-educator assignment.

11. Substitute List

Regular employees who wish to work as substitutes shall place their names on a substitute list. The District will compensate its employees substituting in positions as required by Education Code section 45102, attached as Exhibit S.

13. TRANSFERS, PROMOTIONS, SENIORITY

(Also see Article 6. Promotions)

1. Definition: Transfer/Promotion - Transfer is the movement of an employee from one position/site to another position/site that does not involve a change in classification and therefore retains the same salary placement. A lateral transfer is the movement of an employee from one classification to another classification at the same range that does not result in a change in salary placement

2. It shall be the policy of the District to hire and assign the best qualified employee to every classified position

3, Posting of Notice

Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards at prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) working days, during which time employees within the unit may file for the vacancy.

4. Notice Content

The job vacancy notice shall include:

- a. The job title;
- b. A brief description of the position and duties;
- c. The minimum qualifications required for the position;
- d. The assigned job site or job sites;
- e. The number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position;
- f. The salary range; and
- g. The deadline to file for filling the vacancy.

5. Filing

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the personnel department within the filing period. Any bargaining unit employee on leave or vacation may authorize his/her job representative to file on the employee's behalf. However, instructional Para-educators rehired from lay-off may not file for transfer until the school year following their initial rehire.

6. Interview and Selection

All qualified applicants will be interviewed by a panel which shall include two members of the Association, one (1) member of the classified staff appointed by the Association, and one (1) appointed by the District, and may include the Site Administrator, the Assistant Superintendent, and the Assistant Superintendent of Business Services. The panel shall make a recommendation to the Superintendent or his/her designee. In the event two or more applicants from within the District are equally qualified as determined by the District, the employee with the greater length of service will be given preference. At the initial time of employment, the employee shall receive a letter verifying the job title, date of employment, salary placement and fringe benefits, immediate supervisor hours of employment, and site location.

7. Job and Shift Assignments

When changes in the job or shift assignments are being considered, such changes will be discussed with the employee affected and their immediate supervisor prior to implementation. Everything else being equal, as determined by the District, the employee with the greater length of service shall be given preference.

8. Seniority

Seniority for purposes of promotion, transfers, longevity, and vacations only will be based on original date of hire for all employees in the bargaining unit. Any break in service for a period longer than thirty (30) days shall not be included in the computation of seniority. Break in service is defined as an unpaid leave of absence which exceeds thirty (30) days.

9. Layoffs

The District shall follow the layoff process as outlined in Education Code sections 45114, 45115, and 45117. (Copies of these relevant statutes are attached as Exhibit T.) Seniority (as adjusted for breaks in service as set forth above) for purpose of layoffs will be based on original date of hire in the affected classifications. Employees shall have layoff displacement rights consistent with the California Education Code.

14. GRIEVANCE PROCEDURE (*Binding Arbitration*)

1. Definition

- a. A grievance is an allegation that the grievant has been directly and adversely affected by an interpretation, application, or violation of this contract.
- b. A grievant may be an employee, or CSEA on behalf of an employee or employees
- c. A "day" shall indicate a regular work day for the District Office.

2. Informal Discussion

Before filing a formal grievance the grievant with or without the representative of his/her choice, shall present the grievance orally to the immediate supervisor within twenty (20) work days of such time as the grievant shall reasonably have been aware of the occurrence.

Step 1. Formal Submission: Should the grievance remain unresolved after the informal discussion, the grievant may submit the grievance in writing to the immediate supervisor within fifteen (15) work days from the informal conference. This statement shall be a clear, concise statement of the grievance, the specific section of the contract allegedly violated, the circumstances involved and the specific remedies sought. The supervisor shall render a decision in writing to the grievant and to the Association within fifteen (15) work days of the formal submission of the grievance.

Step 2. Appeal to the Assistant Superintendent of Business Services. Should the grievance remain unresolved, the grievant may within seven (7) work days of receipt of the supervisor's decision, appeal the grievance to the Assistant Superintendent of Business Services. This appeal must be in writing and include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Assistant Superintendent of Business Services or designee shall respond in writing to the grievant and to the Association within seven (7) work days after receipt of the grievance.

Step 3. Appeal to School District Superintendent. Should the grievance remain unresolved after the Assistant Superintendent of Business Services' decision, the grievant may, within seven (7) work days after the receipt of the Assistant Superintendent Business Services' response, appeal the grievance, in writing, to the Superintendent. This appeal shall include a copy of the original grievance and previous appeals, the decisions rendered and a clear, concise statement of the reasons for the appeal to the Superintendent and the specific remedy sought. The Superintendent or designee shall meet with the grievant and the Association within seven (7) work days of submission and attempt to resolve the grievance.

Step 4. Arbitration. If the grievant is not satisfied with the decision of the Superintendent, within fourteen (14) days after receipt of the Superintendent's decision, the grievant may submit a request to CSEA to present the grievance to arbitration. If CSEA determines that arbitration is advisable, it shall advise the District in writing within five (5) days and request a list of arbitrators from the State Mediation and Conciliation Service. The District and CSEA shall select an arbitrator, by alternately striking names from a list of 5 arbitrators, who shall hold a hearing. The arbitrator's decision will be in writing and will set forth the findings of fact, the reasoning and conclusion on the issue in dispute. The decision of the arbitrator shall be final and

binding on the parties. All costs of the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, and the cost of substitutes for Association members will be borne equally by both parties. All other costs will be borne by the party incurring them.

3. Miscellaneous

a. The District and the Organization agree that the jurisdiction and the authority of the arbitrator selected will be confined to the interpretation of the provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

b. Grievance procedures are not applicable to the contents of an employee evaluation. Binding Arbitration is not applicable to a grievance concerning discharge or disciplinary action against an employee.

c. The processing of a grievance shall constitute an express election on the part of the grievant that the grievance procedure is the chosen forum for resolving the issues contained in the grievance. The grievant will not resort to any other forum or procedure for resolution of the issues, except a State or Federal Administrative Agency, prior to the complete utilization of this procedure.

d. When a grievance is occasioned by the action (or lack of action) by an administrator other than first level manager, the grievance shall be filed at the level at which the grievance was caused. The grievance steps and timeline shall be adjusted accordingly.

e. The timeline set forth in this Agreement may be extended upon mutual agreement.

4. Release Time

In matters involving the grievance procedure, an employee may request another employee in the unit to assist in preparing responses or to appear during the hearing process, such employee is to be given reasonable time off for such assistance.

15. EVALUATIONS

1. Employees covered by this Agreement shall be evaluated by an administrator designated by the Superintendent
2. Probationary employees shall be formally evaluated at the completion of three (3) months and six (6) months after hire or one-hundred-thirty (130) days of paid service, whichever is longer. Probationary Period: All new employees shall have a one-year probationary period which shall expire at the calendar anniversary of their start date. For example, for an employee hired on September 1, 2006, their probationary period will end on August 31, 2007. Any employee who is hired after July 1, 2004 who passes their probationary period shall receive a step increment. An employee who is promoted shall serve a probationary period of six (6) work months (130 work days) in the higher classification and will retain the original anniversary date for purposes of step increase. Should a permanent employee who is serving a probationary period as a result of a promotion be found unsatisfactory in the higher position, or should the permanent employee find the higher position unsatisfactory, he/she shall be reinstated in permanent status of former classification unless there is cause for dismissal.
3. Permanent employees shall be formally evaluated at least annually by the end of the school year (Children's Center, June 30).
 - a. After 3 consecutive years of satisfactory evaluations, permanent employees shall be evaluated at least every 3rd year.
4. Both scheduled and unscheduled observations of the employee's work may be part of the evaluation process.
5. The evaluation shall be in two copies, Exhibits O and P, and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been presented with a copy, had adequate time to review the written evaluation, and that a conference was held. Distribution of the two signed copies is as follows:
 - a. One to be presented to the person evaluated.
 - b. One to be placed in the employee's file in the District Office.
6. The employee may make such written comments as appropriate to attach to the evaluation.
7. A copy of all evaluation statements, positive or negative, shall be given to and discussed with the employee at the time of the evaluation and before filing in his/her personnel file.

16. DISCIPLINARY ACTION

1. Disciplinary Procedure.

Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. An employee may be released during the twelve (12) month probation period without cause.

- a.** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action.
- b.** The penalty proposed shall not be implemented until the employee has exhausted his/her rights under this Article.
- c.** An employee may be relieved of duties without loss of pay at the option of the District.
- d.** An employee may be suspended immediately if charged with the commission of a sex or narcotic offense as defined in the Education Code. An employee so suspended shall be paid his/her salary during the suspension only if a suitable bond is provided.

2. Progressive Discipline

- a.** In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.
- b.** Progressive steps may be as follows, except that (1) and (2) are mandatory in dealing with causes of a cumulative nature:
 - i.** Verbal warning.
 - ii.** Written warning, with a copy to the employee's personnel file. Such statement shall include the reasons for the warning, any intention the supervisor may have to recommend disciplinary action, and a date to review this warning. The supervisor shall give a reasonable period of advanced warning to permit the employee time to correct the deficiency without incurring disciplinary action.
 - iii.** Suspension
 - iv.** Dismissal.

3. Procedures of the District.

- a.** The Superintendent or his/her designee shall meet with an employee against whom disciplinary action is to be taken, prior to written notification of official charges. The employee shall be informed orally of the reasons for the proposed action and be given an opportunity to respond. The employee may be accompanied by a representative at such a meeting.

b. In any action to dismiss, suspend, or demote a permanent classified employee, the Superintendent or his/her designee shall prepare a Notice of Proposed Disciplinary Action which shall include the following:

i. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based.

ii. The disciplinary action proposed.

iii. The statement of the cause(s) or reasons(s) for the proposed disciplinary action.

iv. If it is claimed that an employee has violated a regulation of the Governing Board, a copy of such regulation.

v. A statement of the employee's right to a hearing on the charges.

vi. A form which constitutes a denial of all charges and a demand for a hearing.

vii. Notification of the employee's right to request that the Association is sent a notice indicating the name of the employee and the nature of the disciplinary action.

c. The Notice of Proposed Disciplinary Action shall be served upon the person to be dismissed, suspended, or demoted either personally or by certified mail to the employee's last known address. The Notice shall be effective either upon personal service or deposit in the U.S. Postal Service.

d. The employee may request a hearing on the charges contained in the Notice of Proposed Disciplinary Action by mailing or delivering the form supplied for that purpose. The form must be received by the District on or before the tenth (10) day after service of the Notice.

e. In the absence of a request for a hearing, the Governing Board shall act upon the Notice of Proposed Disciplinary Action after the time for the request for a hearing has expired.

4. Classified Employee Disciplinary Hearing Procedure.

The procedure set forth below will govern the conduct of the hearing which will be granted at the request of a permanent classified employee who has received a Notice of Proposed Disciplinary Action. Where this procedure is silent, or good cause is shown, the person(s) conducting the hearing may apply other rules of adjudication. The hearing shall be before the Governing Board or, at the Board's discretion, before a Hearing Officer.

a. Upon receipt of request for hearing, the District shall hold a hearing within thirty (30) days, which time may be extended by mutual agreement.

b. The hearing shall be a closed hearing unless the employee makes a written request for a public hearing at least three (3) days prior to the hearing date.

c. The employee and the District may require the presence of such persons and the production of such documents not otherwise privileged, at the hearing, as are subject to the District's control, subject to the Superintendent's orders in case of dispute.

Employees called as witnesses during their regular work period will be provided release time without loss of pay.

d. The employee and the District may be represented, may call witnesses, may introduce evidence, may testify, and may question adverse witnesses.

e. Technical rules of evidence shall not apply. Relevant non-cumulative evidence may be admitted if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

f. The burden of proof will be on the charging party.

g. The hearing will be recorded by the District.

h. The District shall bear the costs of the Hearing Officer and/or the Reporter.

i. If the Matter is heard by a Hearing Officer, the Hearing Officer shall issue a written decision with copies to the employee, the Association, and the District. The Governing Board shall consider the recommendation at a meeting held within thirty (30) days of the receipt of the decision, and shall issue the decision within ten (10) days thereafter.

j. For purposes of this article, "day" shall mean calendar day.

5. Restoration of CalPERS Service Credits For Involuntary and Wrongful Terminations

Effective January 1, 2017, any bargaining unit member who is a CalPERS member that has been involuntarily terminated will have CalPERS retirement benefits restored when the employee is subsequently reinstated to employment within the District after a hearing on the termination.

- a. A CalPERS member who has been involuntarily terminated and who is subsequently reinstated to employment, pursuant to an administrative, arbitral, or juridical proceeding, shall be reinstated with all retirement benefits the member would have otherwise have accrued.
- b. Reinstatement of benefits is effective as of the date from which the salary is awarded in the proceedings.
- c. Contributions must be made for any period for which salary is awarded in the proceeding in the amount that the member would have contributed had his or her employment not been terminated, and the member shall receive credit as state service for the period for which salary is awarded and contributions received.
- d. The district must notify CalPERS of the final decision ordering the member's reinstatement within five days of the decision becomes final. This notification must include the date of the involuntary termination and the date on which the member is reinstated to employment after the decision.

17. SEVERABILITY

Savings Clause

If during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

18. COMPLETION OF MEET AND NEGOTIATIONS

During the term of this Agreement (except as agreed upon in Article 19), the District and the Association expressly waive and relinquish the right to meet and negotiate and neither the District nor the Association shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn provided, however, that during the term of this Agreement the parties shall have the right to negotiate on any matter of mutual agreement.

19. SPECIFIED REOPENERS/NEGOTIATION AND COMMITTEES

1. The Association and the District agree to negotiate a successor agreement.
2. An issue found by mutual agreement to be complex or difficult may be referred to a jointly-appointed ad hoc committee to develop options for solutions within a specified timeline. The composition of the committee will be determined by mutual agreement of both parties. Information from the committee will be presented at the negotiations table.
3. IF SEIU, Local 1021 receives a total compensation package from the District that exceeds the total compensation package paid CSEA, Chapter 679, then the" District and CSEA shall negotiate regarding a comparable total compensation package.

2013-2014 Negotiation Agreements

1. The parties agree to reopen on salary and benefits for 2014-2015 and 2015-2016 along with any mutually agreed to article in the contract.
2. The District and CSEA will form a joint subcommittee to develop new evaluation forms and update old job descriptions. Any new contract language that would need to be drafted to support the work of the joint committee will be negotiated after review of the committee's work.
3. The District and CSEA agree to create a new job description titled "Para-educator-Children's Center" for prospective placement of new employees hired to work at the Albany Children Center.

20. DURATION

This agreement shall become effective July 1, 2016 and shall continue in effect to and including June 30, 2019.

For 2018-19 the parties shall open Wages and Salary Schedule Provisions only and any other articles necessary to reopen because of new legislation, and any articles mutually agreeable.

Health and Welfare Benefits will be closed for the duration of the Contract.

Albany Unified School District

California School Employees Association, Albany Chapter 679

Board Approved:

EXHIBIT A - LIST OF POSITIONS

Family	Classification	Range	Typical Calendar
Clerical	Account Clerk I*	25	CL11
Clerical	Account Clerk II*	32	12CL
Clerical	Benefits Technician*	32	12CL
Clerical	Clerk I	18	10IA
Clerical	Clerk II*	24	10CL
Clerical	School Secretary I*	28	10+C
Clerical	School Secretary II*	29	10+C
Clerical	School Secretary III*	31	11CL OR 10+C
Clerical	Special Education Secretary*	39	11CL
Clerical	Student Data Technician*	24	10IA
Clerical	Transportation Coordinator	25	CL11
Clerical	Athletic Clerk**	24	10CL
Clerical	Counseling Secretary**	30	CL11
Computer Technical Support	Computer Support Specialist*	39	12CL
Computer Technical Support	Network Technician I*	42	12CL
Computer Technical Support	Network Technician II*	50	12CL
Computer Technical Support	Technology Help Desk Specialist*	39	12CL
Instructional Support	Assistive Technology Specialist	42	12CL
Instructional Support	Campus Supervisor	27	10IA
Instructional Support	Career Coordinator	26	10IA
Instructional Support	Lead Para-educator: After School World Languages Program	24	ACC182CL
Instructional Support	Lead Para-educator: Albany Children's Center	23	ACC220CL OR ACC182CL
Instructional Support	Library Technician	22	10IA
Instructional Support	Para-educator: After School World Languages Program	20	ACC182CL
Instructional Support	Para-educator: Albany Children's Center	19	ACC220CL OR ACC182CL
Instructional Support	Para-educator: English Language Learner	21	10IA
Instructional Support	Para-educator: Language Arts	30	10IA
Instructional Support	Para-educator: Math, Elementary	30	10IA
Instructional Support	Para-educator: Math, Secondary	30	10IA
Instructional Support	Para-educator: Special Education	21	10IA
Instructional Support	Para-educator: Special Education II	30	10IA
Instructional Support	Para-educator: Special Education-Behavioral	39	10IA
Instructional Support	Para-educator: TK-12	19	10IA
Instructional Support	Workability Coordinator*	28	10IA

* 8 hour/day positions

** Classification/position to be reclassified at a date to be set (see Tentative Agreement dated 4/21/15)

EXHIBIT B - SALARY SCHEDULE, 8 HOURS – 2.1.17

Albany Unified School District Classified Salary Schedule
 CSEA, Based on 8 hours/day Positions, Hourly Rate 2/1/2017-6/30/2017
 Number of work days dependent on position and assignment

Range	Position Title	A	B	C	D	E
24	Student Data Clerk, Attendance Clerk	\$ 15.53	\$ 16.31	\$ 17.13	\$ 17.99	\$ 18.89
25	Student Bookroom, Benefits/Purchase Clerk	\$ 15.92	\$ 16.72	\$ 17.56	\$ 18.44	\$ 19.36
26	Not assigned	\$ 16.32	\$ 17.13	\$ 18.01	\$ 18.90	\$ 19.85
27	DO Secretary	\$ 16.73	\$ 17.56	\$ 18.45	\$ 19.37	\$ 20.34
28	School Secretary I, Workability Coordinator	\$ 17.15	\$ 18.01	\$ 18.91	\$ 19.86	\$ 20.86
29	School Secretary II	\$ 17.58	\$ 18.45	\$ 19.38	\$ 20.37	\$ 21.38
30	Computer System Coordinator, Adult Ed Secretary	\$ 18.02	\$ 18.91	\$ 19.87	\$ 20.87	\$ 21.91
31	School Secretary III	\$ 18.46	\$ 19.38	\$ 20.37	\$ 21.39	\$ 22.47
32	Account Clerk, Benefits Specialist, Secretary IV	\$ 18.93	\$ 19.87	\$ 20.88	\$ 21.94	\$ 23.03
35	SELPA Secretary	\$ 20.37	\$ 21.39	\$ 22.46	\$ 23.58	\$ 24.76
39	Computer Specialist, Help Desk Technician, Campus Supervisor	\$ 22.49	\$ 23.63	\$ 24.81	\$ 26.05	\$ 27.35
42	Network Technician	\$ 24.82	\$ 26.07	\$ 27.37	\$ 28.74	\$ 30.17
50	Network Technician II	\$ 30.25	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.76

Longevity Employees who have completed 8 years of continuous service shall be granted a 4% longevity increment
 Employees who have completed 12 years of continuous service shall be granted a 3% longevity increment totaling 7%
 Employees who have completed 16 years of continuous service shall be granted a 3% longevity increment totaling 10%
 Employees who have completed 20 years of continuous service shall be granted a 3% longevity increment totaling 13%
 Employees who have completed 24 years of continuous service shall be granted a 3% longevity increment totaling 16%
 Employees who have completed 28 years of continuous service shall be granted a 3% longevity increment totaling 19%

Board approved 06/13/17, effective 02/01/17.

EXHIBIT C - SALARY SCHEDULE 7.5 HOURS - 2.1.17

Albany Unified School District Classified Salary Schedule 2/1/2017-6/30/2017
 CSEA, Based on 7.5 hours/day Positions, Hourly Rate
 Number of work days dependent on position and assignment

Range	Position Title	A	B	C	D	E
18	Clerical Aide	\$ 13.39	\$ 14.06	\$ 14.77	\$ 15.51	\$ 16.29
19	Para-educator	\$ 13.74	\$ 14.41	\$ 15.14	\$ 15.90	\$ 16.69
20	Not assigned	\$ 14.07	\$ 14.77	\$ 15.52	\$ 16.30	\$ 17.11
21	Para-educator: Spec Ed, ESL	\$ 14.42	\$ 15.14	\$ 15.91	\$ 16.72	\$ 17.54
22	Campus Aide, Library Technician	\$ 14.79	\$ 15.52	\$ 16.31	\$ 17.12	\$ 17.98
23	Para-educator Lead, Transportation Clerk	\$ 15.15	\$ 15.91	\$ 16.72	\$ 17.55	\$ 18.44
24	Not assigned	\$ 15.53	\$ 16.31	\$ 17.13	\$ 17.99	\$ 18.89
25	Not assigned	\$ 15.92	\$ 16.72	\$ 17.56	\$ 18.44	\$ 19.36
26	Career Coordinator	\$ 16.32	\$ 17.13	\$ 18.01	\$ 18.91	\$ 19.85
27	Not assigned	\$ 16.73	\$ 17.56	\$ 18.45	\$ 19.38	\$ 20.35
28	Not assigned	\$ 17.15	\$ 18.01	\$ 18.91	\$ 19.86	\$ 20.86
29	Not assigned	\$ 17.58	\$ 18.45	\$ 19.38	\$ 20.36	\$ 21.37
30	Para-educator: Spec Ed II, Math	\$ 18.01	\$ 18.91	\$ 19.87	\$ 20.86	\$ 21.92
31	Not assigned	\$ 18.46	\$ 19.38	\$ 20.37	\$ 21.39	\$ 22.47
32	Not assigned	\$ 18.92	\$ 19.87	\$ 20.88	\$ 21.92	\$ 23.02
39		\$ 22.49	\$ 23.62	\$ 24.80	\$ 26.04	\$ 27.35
42		\$ 24.83	\$ 26.07	\$ 27.37	\$ 28.74	\$ 30.18

Longevity Employees who have completed 8 years of continuous service shall be granted a 4% longevity increment
 Employees who have completed 12 years of continuous service shall be granted a 3% longevity increment totaling 7%
 Employees who have completed 16 years of continuous service shall be granted a 3% longevity increment totaling 10%
 Employees who have completed 20 years of continuous service shall be granted a 3% longevity increment totaling 13%
 Employees who have completed 24 years of continuous service shall be granted a 3% longevity increment totaling 16%
 Employees who have completed 28 years of continuous service shall be granted a 3% longevity increment totaling 19%

Board approved 06/13/17, effective 02/01/17.

EXHIBIT D - SALARY SCHEDULE, 8 HOURS - 2017-18

Albany Unified School District Classified Salary Schedule 2017 - 2018
 CSEA, Based on 8 hours/day Positions, Hourly Rate
 Number of work days dependent on position and assignment

Range	Position Title	A	B	C	D	E
24	Clerk II, Student Data Technician, Athletic Clerk	\$ 16.34	\$ 17.17	\$ 18.03	\$ 18.94	\$ 19.88
25	Account Clerk I	\$ 16.75	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.38
26	Unassigned	\$ 17.18	\$ 18.03	\$ 18.95	\$ 19.90	\$ 20.89
27	Unassigned	\$ 17.61	\$ 18.48	\$ 19.42	\$ 20.39	\$ 21.41
28	School Secretary I, Workability Coordinator	\$ 18.05	\$ 18.95	\$ 19.90	\$ 20.90	\$ 21.96
29	School Secretary II	\$ 18.51	\$ 19.42	\$ 20.40	\$ 21.44	\$ 22.51
30	Counseling Secretary	\$ 18.96	\$ 19.90	\$ 20.91	\$ 21.96	\$ 23.06
31	School Secretary III	\$ 19.43	\$ 20.40	\$ 21.44	\$ 22.51	\$ 23.64
32	Account Clerk II, Benefits Technician	\$ 19.93	\$ 20.92	\$ 21.98	\$ 23.10	\$ 24.24
35	Unassigned	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06
39	Special Education Secretary, Computer Support Specialist, Technology Help Desk Specialist	\$ 23.68	\$ 24.88	\$ 26.12	\$ 27.42	\$ 28.79
42	Network Technician I	\$ 26.13	\$ 27.43	\$ 28.81	\$ 30.25	\$ 31.76
50	Network Technician II	\$ 31.83	\$ 33.43	\$ 35.10	\$ 36.85	\$ 38.69

Longevity Employees who have completed 8 years of continuous service shall be granted a 4% longevity increment
 Employees who have completed 12 years of continuous service shall be granted a 3% longevity increment totaling 7%
 Employees who have completed 16 years of continuous service shall be granted a 3% longevity increment totaling 10%
 Employees who have completed 20 years of continuous service shall be granted a 3% longevity increment totaling 13%
 Employees who have completed 24 years of continuous service shall be granted a 3% longevity increment totaling 16%
 Employees who have completed 28 years of continuous service shall be granted a 3% longevity increment totaling 19%

Board approved 06/13/17, effective 07/01/17.

EXHIBIT E - SALARY SCHEDULE 7.5 HOURS - 2017-18

Albany Unified School District Classified Salary Schedule 2017 - 2018
CSEA, Based on 7.5 hours/day Positions, Hourly Rate
Number of work days dependent on position and assignment

Range	Position Title	A	B	C	D	E
18	Clerk I	\$ 14.10	\$ 14.80	\$ 15.55	\$ 16.33	\$ 17.15
19	Para-educator: Albany Children's Center, Para-educator: TK-12	\$ 14.46	\$ 15.17	\$ 15.93	\$ 16.74	\$ 17.57
20	Para-educator: After School World Languages Program	\$ 14.81	\$ 15.55	\$ 16.34	\$ 17.16	\$ 18.01
21	Para-educator: English Language Learner, Para-educator: Special Education	\$ 15.18	\$ 15.93	\$ 16.75	\$ 17.59	\$ 18.47
22	Library Technician	\$ 15.57	\$ 16.34	\$ 17.17	\$ 18.02	\$ 18.93
23	Lead Para-educator: Albany Children's Center	\$ 15.94	\$ 16.75	\$ 17.60	\$ 18.47	\$ 19.40
24	Lead Para-educator: After School World Languages Program	\$ 16.34	\$ 17.17	\$ 18.03	\$ 18.93	\$ 19.88
25	Transportation Coordinator	\$ 16.76	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.38
26	Career Coordinator	\$ 17.17	\$ 18.03	\$ 18.95	\$ 19.90	\$ 20.90
27	Campus Supervisor	\$ 17.61	\$ 18.48	\$ 19.42	\$ 20.39	\$ 21.42
28	Not assigned	\$ 18.05	\$ 18.95	\$ 19.91	\$ 20.90	\$ 21.95
29	Not assigned	\$ 18.50	\$ 19.42	\$ 20.40	\$ 21.43	\$ 22.50
30	Para-educator: Language Arts, Para-educator: Spec Ed II, Para-educator: Math Elementary, Para-educator: Math Secondary	\$ 18.96	\$ 19.91	\$ 20.91	\$ 21.96	\$ 23.07
31	Not assigned	\$ 19.43	\$ 20.40	\$ 21.44	\$ 22.51	\$ 23.65
32	Not assigned	\$ 19.92	\$ 20.91	\$ 21.98	\$ 23.08	\$ 24.23
39	Para-educator: Special Education-Behavioral	\$ 23.67	\$ 24.86	\$ 26.10	\$ 27.41	\$ 28.78
42	Assistive Technology Specialist	\$ 26.13	\$ 27.44	\$ 28.80	\$ 30.25	\$ 31.76

Longevity Employees who have completed 8 years of continuous service shall be granted a 4% longevity increment
 Employees who have completed 12 years of continuous service shall be granted a 3% longevity increment totaling 7%
 Employees who have completed 16 years of continuous service shall be granted a 3% longevity increment totaling 10%
 Employees who have completed 20 years of continuous service shall be granted a 3% longevity increment totaling 13%
 Employees who have completed 24 years of continuous service shall be granted a 3% longevity increment totaling 16%
 Employees who have completed 28 years of continuous service shall be granted a 3% longevity increment totaling 19%

Board approved 06/13/17, effective 07/01/17.

EXHIBIT F - PROPOSED PLAN FOR PROFESSIONAL GROWTH

PROPOSED PLAN FOR PROFESSIONAL GROWTH
California School Employees Association
Albany Chapter 679

Name _____ Site _____ Date _____

Course _____

School Attending _____

Instructor _____ Date of Attendance _____

Number of units (Specify if semester or quarter units) _____

Clock hours of attendance (if unit credit not given) _____

Employees must obtain approval for course prior to enrolling in any course, inservice training, conference, which will result in Professional Growth Credits.

Brief course Description:

Brief description of how this course will be of value to you in your job performance with the school district:

Will units acquired from the above plan result in a salary award (increase)?

Approved _____

Site Administrator

Assistant Superintendent
Business Services

Date of Approval

EXHIBIT G - HEALTH AND WELFARE BENEFITS - 7/1/2017
2017 HEALTH AND WELFARE BENEFITS RATE COMPARISON INFORMATION
 RATE COMPARISON INFORMATION Effective 1/1/2017

Based on 100% employment. Employees working less than 100% are responsible for their prorated portion of health welfare benefits if they elect coverage.

	10 Month Monthly Premium	11 Month Monthly Premium	12 Month Monthly Premium	Annual Cost
KAISER PERMANENTE				
Employee Only	\$ 880.07	\$ 800.06	\$ 733.39	\$ 8,800.68
Employee Plus One (coverage for two)	\$ 1,760.14	\$ 1,600.12	\$ 1,466.78	\$ 17,801.36
Employee Plus Two or More (coverage for 3+)	\$ 2,288.17	\$ 2,080.16	\$ 1,906.81	\$ 22,881.72
BLUE SHIELD ACCESS+ HMO				
Employee Only	\$ 1,229.82	\$ 1,118.02	\$ 1,024.85	\$ 12,298.20
Employee Plus One (coverage for two)	\$ 2,459.64	\$ 2,236.04	\$ 2,049.70	\$ 24,596.40
Employee Plus Two or More (coverage for 3+)	\$ 3,197.53	\$ 2,906.85	\$ 2,664.61	\$ 31,975.32
Anthem Select HMO				
Employee Only	\$ 940.15	\$ 854.68	\$ 783.46	\$ 9,401.52
Employee Plus One (coverage for two)	\$ 1,880.30	\$ 1,709.37	\$ 1,566.92	\$ 18,803.04
Employee Plus Two or More (coverage for 3+)	\$ 2,444.40	\$ 2,222.18	\$ 2,037.00	\$ 24,444.00
Anthem Traditional HMO				
Employee Only	\$ 1,188.06	\$ 1,080.05	\$ 990.05	\$ 11,880.60
Employee Plus One (coverage for two)	\$ 2,376.12	\$ 2,160.11	\$ 1,980.10	\$ 23,761.20
Employee Plus Two or More (coverage for 3+)	\$ 3,088.96	\$ 2,808.14	\$ 2,574.13	\$ 30,889.56
HealthNet Smart Care				
Employee Only	\$ 879.95	\$ 799.95	\$ 733.29	\$ 8,799.48
Employee Plus One (coverage for two)	\$ 1,759.90	\$ 1,599.91	\$ 1,466.58	\$ 17,598.96
Employee Plus Two or More (coverage for 3+)	\$ 2,287.86	\$ 2,079.87	\$ 1,906.55	\$ 22,878.60
United Health Care				
Employee Only	\$ 1,274.71	\$ 1,158.83	\$ 1,062.26	\$ 12,747.12
Employee Plus One (coverage for two)	\$ 2,549.42	\$ 2,317.66	\$ 2,124.52	\$ 25,494.24
Employee Plus Two or More (coverage for 3+)	\$ 3,314.26	\$ 3,012.96	\$ 2,761.88	\$ 33,142.56
PERS SELECT				
Employee Only	\$ 883.52	\$ 803.20	\$ 736.27	\$ 8,835.24
Employee Plus One (coverage for two)	\$ 1,767.05	\$ 1,606.41	\$ 1,472.54	\$ 17,670.48
Employee Plus Two or More (coverage for 3+)	\$ 2,297.16	\$ 2,088.33	\$ 1,914.30	\$ 22,971.60
PERS CHOICE				
Employee Only	\$ 996.36	\$ 905.78	\$ 830.30	\$ 9,963.60
Employee Plus One (coverage for two)	\$ 1,992.72	\$ 1,811.56	\$ 1,660.60	\$ 19,927.20
Employee Plus Two or More (coverage for 3+)	\$ 2,590.54	\$ 2,355.03	\$ 2,158.78	\$ 25,905.36
PERS CARE				
Employee Only	\$ 1,118.87	\$ 1,017.15	\$ 932.39	\$ 11,188.68
Employee Plus One (coverage for two)	\$ 2,237.74	\$ 2,034.31	\$ 1,864.78	\$ 22,377.36
Employee Plus Two or More (coverage for 3+)	\$ 2,909.05	\$ 2,644.59	\$ 2,424.21	\$ 29,090.52

**EXHIBIT H - HEALTH AND WELFARE BENEFITS 10 Month Employees -
1/1/2018**

Rates are for full time employees – 1.0 FTE

Kaiser Permanente	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$935.83	\$1,871.66	\$2,433.16
Employee Pays	\$0.00	\$0.00	\$0.00
Blue Shield Access + HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,066.82	\$1,991.66	\$2,553.17
Employee Pays	\$0.00	\$141.98	\$220.57
Anthem Select HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,027.69	\$1,991.66	\$2,553.17
Employee Pays	\$0.00	\$83.72	\$118.83
Anthem Traditional HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,066.82	\$1,991.66	\$2,553.17
Employee Pays	\$43.74	\$229.47	\$334.29
HealthNet Smart Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,036.18	\$1,991.66	\$2,553.17
Employee Pays	\$0.00	\$80.69	\$140.89
United Health Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,066.82	\$1,991.66	\$2,553.17
Employee Pays	\$579.39	\$1,300.76	\$1,726.97
PERS Select	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$861.00	\$1,722.00	\$2,238.60
Employee Pays	\$0.00	\$0.00	\$0.00
PERS Choice	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$960.32	\$1,920.65	\$2,496.84
Employee Pays	\$0.00	\$0.00	\$0.00
PERS Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,058.94	\$1,991.66	\$2,553.17
Employee Pays	\$0.00	\$126.22	\$200.07
Delta Dental	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$64.08	\$114.84	\$162.72
Employee Pays	\$0.00	\$0.00	\$0.00
Vision Service Plan	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$30.66	\$30.66	\$30.66
Employee Pays	\$0.00	\$0.00	\$0.00

EXHIBIT I - HEALTH AND WELFARE BENEFITS 11 Month Employees - 1/1/2018

Rates are for full time employees – 1.0 FTE

Kaiser Permanente	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$850.78	\$1,701.51	\$2,211.97
Employee Pays	\$0.00	\$0.00	\$0.00
Blue Shield Access + HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$969.84	\$1,810.60	\$2,321.06
Employee Pays	\$0.00	\$129.08	\$200.52
Anthem Select HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$934.27	\$1,810.60	\$2,321.06
Employee Pays	\$0.00	\$57.93	\$108.03
Anthem Traditional HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$969.84	\$1,810.60	\$2,321.06
Employee Pays	\$39.76	\$208.61	\$303.91
HealthNet Smart Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$941.98	\$1,810.60	\$2,321.06
Employee Pays	\$0.00	\$73.36	\$128.09
United Health Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$969.84	\$1,810.60	\$2,321.06
Employee Pays	\$526.71	\$1,182.51	\$1,569.97
PERS Select	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$782.73	\$1,565.45	\$2,035.09
Employee Pays	\$0.00	\$0.00	\$0.00
PERS Choice	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$873.02	\$1,746.04	\$2,269.84
Employee Pays	\$0.00	\$0.00	\$0.00
PERS Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$962.67	\$1,810.60	\$2,321.06
Employee Pays	\$0.00	\$114.75	\$181.89
Delta Dental	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$64.08	\$114.84	\$162.72
Employee Pays	\$0.00	\$0.00	\$0.00
Vision Service Plan	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$30.66	\$30.66	\$30.66
Employee Pays	\$0.00	\$0.00	\$0.00

**EXHIBIT J - HEALTH AND WELFARE BENEFITS 12 Month Employees -
1/1/2018**

Rates are for full time employees – 1.0 FTE

Kaiser Permanente	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$779.86	\$1,559.72	\$2,027.64
Employee Pays	\$0.00	\$0.00	\$0.00
Blue Shield Access + HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$889.02	\$1,659.72	\$2,127.64
Employee Pays	\$0.00	\$118.32	\$183.81
Anthem Select HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$856.41	\$1,659.72	\$2,127.64
Employee Pays	\$0.00	\$53.10	\$99.03
Anthem Traditional HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$889.02	\$1,659.72	\$2,127.64
Employee Pays	\$36.45	\$191.22	\$278.58
HealthNet Smart Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$863.48	\$1,659.72	\$2,127.64
Employee Pays	\$0.00	\$67.24	\$117.41
United Health Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$889.02	\$1,659.72	\$2,127.64
Employee Pays	\$482.82	\$1,083.96	\$1,439.14
PERS Select	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$717.50	\$1,435.00	\$1,865.50
Employee Pays	\$0.00	\$0.00	\$0.00
PERS Choice	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$800.27	\$1,600.54	\$2,080.70
Employee Pays	\$0.00	\$0.00	\$0.00
PERS Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$882.45	\$1,659.72	\$2,127.64
Employee Pays	\$0.00	\$105.18	\$166.73
Delta Dental	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$64.08	\$114.84	\$162.72
Employee Pays	\$0.00	\$0.00	\$0.00
Vision Service Plan	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$30.66	\$30.66	\$30.66
Employee Pays	\$0.00	\$0.00	\$0.00

EXHIBIT K - DISTRICT-WIDE CALENDAR - 2017-2018

Albany Unified School District Calendar 2017-2018						
MONTH	M	T	W	TH	F	DESCRIPTION
AUG	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		4
						Staff Development
						First Day of School
SEPT					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	20
						Labor Day
OCT	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				21
						Staff Development
NOV			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		18
						Veterans Day Holiday
						Thanksgiving Break
DEC					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	11
						Winter Break
						Winter Break
JAN	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			21
						New Year's Day
						Martin Luther King Jr. Day
FEB				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28			15
						Mid-Winter Break
MAR				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	21
						Staff Development
APR	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					18
						Spring Break
MAY		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		22
						Memorial Day Holiday
JUN					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	
						11
						Last Day of School
						11
						Extended School Year and Summer School - 6/25/18-7/20/18
Instructional Days						180
Staff Development Days						4
Board Approved 9.13.16						Bolted dates represent first/last day of school.

EXHIBIT L - DISTRICT-WIDE CALENDAR - 2018-2019

Albany Unified School District Calendar							
2018-2019							
MONTH	M	T	W	TH	F	DESCRIPTION	
AUG			1	2	3		
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	4	
						Staff Development First Day of School	
SEPT							
	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28	19	
						Labor Day	
OCT							
	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31			22	
						Staff Development	
NOV							
			1	2			
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30	18	
						Veterans Day Holiday Thanksgiving Break	
DEC							
	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31					15	
						Winter Break Winter Break	
JAN							
		1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31		18	
						New Year's Day/Winter Break Martin Luther King Jr. Day	
FEB							
					1		
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28		15	
						Mid-Winter Break	
MAR							
					1		
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	20	
						Staff Development	
APR							
	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30				17	
						Spring Break	
MAY							
			1	2	3		
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	22	
						Memorial Day Holiday	
JUN							
	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28	10	
						Last Day of School	
Instructional Days						180	
Staff Development Days						4	Extended School Year and Summer School - 6/24/18-7/19/18
Board Approved						4	Bolded dates represent first/last day of school.

EXHIBIT M - ALBANY CHILDREN'S CENTER PRESCHOOL CALENDAR - 2017-18

Albany Children's Center - Preschool Calendar - July 2017 to June 2018

July- 2017							August- 2017							September- 2017						
20 days							23 days							20 days						
SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA
	3	X	5	6	7				1	2	3	4							1	
	10	11	12	13	14			7	8	9	10	11			X	5	6	7	8	
	17	18	19	20	21			14	15	16	17	18			11	12	13	14	15	
	24	25	26	27	28			21	22	23	24	25			18	19	20	21	22	
	31							28	29	30	31				25	26	27	28	29	

October- 2017							November- 2017							December- 2017						
22 days							19 days							15 days						
SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA
	2	3	4	5	6					1	2	3							1	
	9	10	11	12	13			6	7	8	9	10			4	5	6	7	8	
	16	17	18	19	20			13	14	15	16	17			11	12	13	14	15	
	23	24	25	26	27			20	21	X	X	X			18	19	20	21	X	
	30	31						27	28	29	30				X	X	X	X	X	

January-2018							February-2018							March-2018						
21 days							19 days							22 days						
SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA
	X	2	3	4	5						1	2						1	2	
	8	9	10	11	12			5	6	7	8	9			5	6	7	8	9	
	X	16	17	18	19			12	13	14	15	16			12	13	14	15	16	
	22	23	24	25	26			X	20	21	22	23			19	20	21	22	23	
	29	30	31					26	27	28					26	27	28	29	30	

April- 2018							2018 -May							June-2018						
21 days							22 days							21 days						
SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA
	2	3	4	5	6				1	2	3	4							1	
	9	10	11	12	13			7	8	9	10	11			4	5	6	7	8	
	16	17	18	19	20			14	15	16	17	18			11	12	13	14	15	
	23	24	25	26	27			21	22	23	24	25			18	19	20	21	22	
	30							X	29	30	31				25	26	27	28	29	

X= Children's Center Closed for Holidays & Winter Break
 Oct-31 (Closed at 4:00 pm for Halloween Holiday)

EXHIBIT O - PERFORMANCE EVALUATION - CLASSIFIED EMPLOYEES

Albany Unified School District PERFORMANCE EVALUATION – CLASSIFIED EMPLOYEES

Name: _____ Position: _____ Site: _____

- Probationary Employee Continued Employment: Recommended
 3 mos. 6 mos. (Probationary only) Not Recommended
 Permanent Employee

CHECK ONLY THOSE AREAS THAT APPLY TO THE EMPLOYEE'S DUTIES

BELOW STANDARDS
NEEDS IMPROVEMENT
MEETS OR EXCEEDS STANDARDS

If "BELOW STANDARDS" or "NEEDS IMPROVEMENT" is checked, please give your reasons for the rating and indicate suggestions made to the employee on how to improve. Completion of this section is optional if you checked "MEETS OR EXCEEDS STANDARDS."

QUALITY OF WORK

- | | | | | |
|-----------------------------------|----|--------------------------|--------------------------|--------------------------|
| a. Job knowledge | a. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Accuracy/Efficiency | b. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Neatness (i.e. work "product") | c. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Thoroughness | d. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Meets work schedule | e. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Productivity | f. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Suggestions or comments made by Supervisor

WORK HABITS AND ATTITUDES

- | | | | | |
|--|----|--------------------------|--------------------------|--------------------------|
| a. Dependability | a. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Punctuality/Attendance | b. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Orderliness (i.e. work methodology) | c. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Observation of rules | d. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Works without supervision | e. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Willingness to learn | f. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Confidentiality | g. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PERSONAL QUALITIES

- | | | | | |
|-----------------------------|----|--------------------------|--------------------------|--------------------------|
| a. Judgment | a. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Initiative | b. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Adaptability/Flexibility | c. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Appearance | d. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Conduct | e. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

RELATIONSHIPS WITH OTHERS

- | | | | | |
|---------------|----|--------------------------|--------------------------|--------------------------|
| a. Co-workers | a. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Students | b. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Public | c. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SUPERVISORY ABILITY (Supervisors Only)

- | | | | | |
|---|----|--------------------------|--------------------------|--------------------------|
| a. Leadership | a. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Planning/Coordinating | b. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Delegating assignments | c. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Decision making | d. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Training/Instructing | e. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Evaluating others | f. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Fairness | g. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Operational economy
(i.e. "conservation" of supplies, time) | h. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OVERALL WORK PERFORMANCE

- OUTSTANDING
 SATISFACTORY
 UNSATISFACTORY

Signature of Supervisor _____

Title _____ Date _____

It is understood that, in signing the Performance Evaluation Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If desired, the employee may attach a written statement.

YES NO

Signature of Employee _____ Date _____

White — Personnel Department
Yellow — Employee

EXHIBIT Q - DOMESTIC PARTNER AFFIDAVIT

DOMESTIC PARTNER AFFIDAVIT

Effective August 12, 2003

Instructions: in order for a domestic partner to receive any benefit provided for in the contract between the Albany Teachers Association and the Albany Unified School district, the employee and his or her domestic partner shall complete this form and submit proof that the partnership has met the California requirements for domestic partnerships by registration with the Secretary of State.

Part I. (To be completed by the employee and domestic partner):

This is to certify that I, _____ and my domestic partner _____

Print Name of Employee

are registered with the Secretary of State of _____

Print Name of Partner

California as domestic partners. Furthermore, we have read the requirements of

the California Service Employees Association and the Albany Unified School District and we agree to abide by those requirements.

Signature of Employee /Date

Signature of Partner / Date

Part II. (To be completed by the Employee)

This is to certify that I agree that I am required to reimburse the District for any expenditure made by the District, for any administrative charges, and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate or fraudulent.

Signature of Employee/Date

For District Use Only:

Proof of Secretary of State obtained _____ copy made for file _____.

EXHIBIT R - CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ affirm under penalty of
(Print Employee Name/Social Security Number)

perjury that my Domestic Partnership with _____ has been terminated and a statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Albany Unified Personnel Office for six (6) months.

(Date) (Signature)

NOTE: If your domestic partner (or dependents of the domestic partner) were enrolled for health and/or dental coverage, you must complete health/dental change of status forms to delete the ineligible dependent. Contact the Personnel for the necessary forms.

FOR DISTRICT USE ONLY

Date Received: _____

Personnel Administrator Signature

EXHIBIT S - EDUCATION CODE SECTION 45102

45102

- (a) For the purposes of this section every classified employee shall be deemed to be employed for 12 months during each school year regardless of the number of months in which he or she is normally in paid status.
- (b) If, during a school year, it is necessary to assign a regular classified employee to perform an assignment or service in addition to his or her regular assignment, a school district shall pay the classified employee on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the school year, unless the school district has negotiated a contract that allows for a lesser pay scale. A school district shall inform a classified employee of the compensation and benefits of the additional assignment or service before the employee commences the additional assignment or service.
- (c) A school district that, in any school year, maintains school sessions at times other than during the regular September–June academic year shall assign for service during those times regular classified employees of the district.
- (d) If it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, that assignment shall be made on the basis of qualifications for employment in each classification of service that is required.
- (1) A school district may not require a classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September to perform services during that period.
- (2) A classified employee shall, for services performed as provided in this subdivision, receive, on a pro rata basis, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular academic year.
- (e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

EXHIBIT T - EDUCATION CODES - 45114, 45115, 45117, 45298, AND 45308

45114

Notwithstanding the provisions of Section 45113, the governing board may lay off and reemploy classified employees only in accordance with procedures provided by Sections 45298 and 45308, except the term “personnel commission” therein shall be construed to mean the governing board. “Governing board” as used in this section shall include districts governed by a common board or by different boards but with a common administration. Employees in common board or common administration districts shall, for the purpose of layoff for lack of work or funds, be considered as having been employed in a single district.

45115

Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees’ Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees’ Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees’ Retirement System has properly processed his request for reinstatement from retirement.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

45117

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 60-

day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 60 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 60 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

(Amended by Stats. 2012, Ch. 860, Sec. 1. Effective January 1, 2013.)

45298

(a) A person laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months as follows:

(1) The person's reemployment shall take preference over new applicants.

(2) The person shall have the right to participate in promotional examinations within the district during the period of 39 months.

(3) If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

(b) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

(c) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his or her former

class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the employee shall be ranked on that list in accordance with his or her proper seniority.

(Amended by Stats. 2012, Ch. 586, Sec. 1. Effective January 1, 2013.)

45308

(a) Classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority.

(b) For purposes of this section, in school districts with an average daily attendance below 400,000, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128. Nothing in this section shall preclude the governing board of a school district from entering into an agreement with the exclusive representative of the classified employees that defines "length of service" to mean the hire date. For purposes of this section, in school districts with an average daily attendance of 400,000 or more, for service commencing or continuing after January 1, 1986, "length of service" shall be determined by the date of hire.

If a governing board enters into an agreement with the exclusive representative of classified employees that defines "length of service" to mean the hire date, the governing board may define "length of service" to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

(c) Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, "length of service" credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

(d) "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.

(Amended by Stats. 2011, Ch. 116, Sec. 1. Effective January 1, 2012.)

EXHIBIT U - SIDE LETTER OF AGREEMENT

Side Letter of Agreement
Between
California School Employee Association, Chapter 679 and
The Albany Unified School District

The CSEA, Chapter 679 ("CSEA") and the Albany Unified School District ("District") recognize a growing need to provide general medical related services to students. These services include but not limited to: conducting diabetes testing, administering insulin shots, inserting or removing medical devices or medication into rectums and other body parts, cleaning medical devices.

CSEA and the District agree that CSEA members will be paid the ATA extra duty hourly rate (currently \$23 per hour - prorated at \$5.75 for a 15-minute increment) to provide the general medical related services to students. The rate will be paid for increments of 15-minutes or any portion thereof (i.e. for services of 20 minutes, the pay shall be two 15-minute increments) over and above their current rate of pay.

The CSEA members shall have prior approval by the Assistant Superintendent of Educational Services or designee to perform these duties and the employee will submit a signed pink timesheet that has been approved by the immediate supervisor or principal at the end of each pay period. The timesheet for providing this service shall include a notation of "medical-related services" and the name of the student.

The CSEA member providing the service shall also be paid at the same rate as provided in this agreement for any necessary training.

It is the intent of this agreement to ensure the necessary general medical related services are provided to the student(s). As such, two or more CSEA members may be trained and the services rotated among the CSEA members on a regular basis. This ensures that the services will be provided even if one CSEA member is absent.

For CSEA



Jackie Rydman
President

For AUSD


William L. Wong, Ed.D.
Superintendent

Date: 12-18-06

Date: 12/18/06


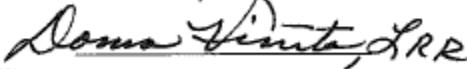

EXHIBIT V - MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

The following constitutes as the Memorandum of Understanding between the Albany Unified School District ("District") and the California School Employees Association ("CSEA") regarding the Albany Children Center ("ACC") positions.

1. Effective July 1, 2011, all CSEA positions in School Age Program will be assigned a 180 day work year. This work will reflect the K-12 instructional calendar. The school age positions will also get two staff development days beyond the 180 days work year, so long as the staff development days fall between the first and last day of the K-12 instructional calendar.
2. Effective July 1, 2011, all CSEA positions in the Preschool Program will be assigned a 220 day work year.

Date: 5/24/11
For CSEA

00257.00022/273857.1

Date: 5/24/11
For Albany Unified School District

