

Agreement Between

BOARD OF EDUCATION
ALBANY UNIFIED SCHOOL DISTRICT

And the

ALBANY TEACHERS ASSOCIATION
CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

July 1, 2016-June 30, 2019

Updated 8.12.19

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ARTICLE 1 - AGREEMENT

1.1 THIS AGREEMENT, hereinafter referred to as the Agreement, is entered into this July 1, 2016 by and between the Governing Board of ALBANY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", and the ALBANY TEACHER'S ASSOCIATION/CALIFORNIA UNIT MEMBERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as "Association."

The term "Agreement" as used herein means the written agreement provided under Sections 3540-3549 of the Government Code.

1.2 1.2.1 The term of this Agreement shall be through June 30, 2019.

1.2.2 All terms and articles contained in this Agreement shall remain in full force and effect unless otherwise provided herein until such time as a successor agreement is reached.

1.2.3 The parties have concluded negotiations for the 2016-2017 and the 2017-2018 school years.

1.3 For 2018-19, each party may reopen on wages and salary (Article 11) and two other articles. Each party may reopen on other articles necessary to reopen because of new legislation with bargainable impacts, and mutually agreed upon articles.

ARTICLE 2 - RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for employees in the Certificated Unit.

2.2 The Certificated Unit consists of employees as stated in the listing of positions set forth in Exhibit "A" of this Agreement.

ARTICLE 3 - DEFINITIONS

3.1 "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.

3.2 "Day" is that period of time in which the Central Administration Office of the District is normally open for business and in which unit members are required to be in attendance or as otherwise specified in this Agreement.

3.3 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement on negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Public Employment Relations Act.

3.4 "Daily rate of pay" means the unit member's annual salary divided by the number of student and non-student days he/she is required by the Board to be present at school.

ARTICLE 4 - NEGOTIATIONS PROCEDURES

4.1 After the Governor's January Budget proposal, upon request of the Association, negotiations shall begin for the following school year with the goal of completing negotiations prior to the adoption of the District's Final Budget. Both parties shall meet in good faith. Negotiations shall take place at mutually agreeable times and places, and meetings shall be held within ten (10) days from receipt of written request.

4.2 Either party may utilize the services of outside consultants to assist with negotiations. The parties may mutually agree to include other resource persons to provide specific information and to clarify issues.

4.3 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.\

4.4 The District shall furnish the Association with the placement of personnel on their respective salary schedules as of November 1. This data shall be given to the Association no later than November 30.

ARTICLE 5 - NON-DISCRIMINATION

5.1 The District shall not discriminate against any unit member on the basis of the person's actual or perceived race, religious creed, political affiliations, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, membership in an employee organization or participation the legal activities of an employee organization.

5.2 Application forms and oral interview procedures used to select new unit members shall not refer to membership in or preferences for employee organizations.

ARTICLE 6 - SAVINGS

6.1 If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue.

ARTICLE 7 - STATUTORY CHANGES

7.1 In the event any portion of this Agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect. The parties shall, within ten (10) days, commence negotiations to insure that the superseded portion(s) shall be rewritten to conform as nearly as possible to the original intent.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

The following concepts should be incorporated:

8.1 Individual contracts between the Board and a unit member shall be subject to, and consistent with the terms of the Agreement.

8.2 The District shall provide one (1) copy of the Agreement for each member, and an additional ten (10) copies for Association use within forty-five (45) days of its ratification by both parties. The Association shall distribute the Agreement to all unit members.

8.3 The provisions of this Agreement shall not be interpreted or applied in an arbitrary, capricious or unreasonable manner.

8.4 A unit member may withdraw any letter of resignation prior to its being accepted by official action of the Board.

8.5 The District shall provide unit members with lunchroom/faculty lounge facilities, a refrigerator for unit members' usage, telephone facilities for unit members, and first aid supplies.

ARTICLE 9 - ASSOCIATION RIGHTS

9.1 The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours, as determined by the District, when such facilities are not otherwise in use. The District shall be reimbursed for the cost of all supplies.

9.2 The Association shall have the right to post notices of activities and matters of Association concern. The Association may use the District's mail service and unit members' mailboxes for communications to unit members.

9.3 The Board shall place on the agenda of any regular meeting policy matters brought to its consideration by the Association in accord with Board policy regarding agenda formation.

9.4 The Board shall provide a total of fifteen (15) days per year of release time for Association representatives to participate in meetings on behalf of the Association. Prior approval shall be obtained from the Superintendent, and the only costs to be incurred by the District are the costs of substitutes.

9.5 The Association shall receive complete Board packets, excluding confidential material. These packets shall be sent to the Association president(s), the bargaining chairperson, the Association Representative (CTA) and one packet to each school site.

9.6 The Association shall be allocated the last ten minutes of a regular faculty meeting if requested.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 It is understood and agreed that the District retains all its powers and authority to direct, manage, and control to the full extent of the law, and shall be limited only by the expressed terms of this Agreement.

ARTICLE 11 - WAGES AND SALARY SCHEDULE PROVISIONS

11.1 Salary Schedule

11.1.1 A one and twenty-five hundredths percent (1.25%) salary increase shall be applied to all steps and columns of the 2017-2018 salary schedule (Exhibit B) for 2018-19 year effective July 1, 2018. The retro payment will be paid by August 30 2019 or within 45 days of member ratification, whichever is later.

11.1.2 Children's Center: a one and twenty-five hundredths percent (1.25%) salary increase shall be applied to all steps and columns of the 2017-2018 salary schedule (Exhibit C & D) for 2018-19 effective July 1, 2018. The retro payment will be paid by August 30, 2019 or within 45 days of member ratification, whichever is later.

11.1.3 Psychologist: A one and twenty-five hundredths percent (1.25%) salary increase shall be applied to all steps and columns of the 2017-2018 salary schedule (Exhibit E) for 2018-19 effective July 1, 2018. The retro payment will be paid by August 30, 2019 or within 45 days of member ratification, whichever is later.

- a. The Educational Related Mental Health Services (ERMHS) psychologist making required trips for student evaluations shall receive a stipend for overnight trips, or any trip that exceeds twelve consecutive hours away from the worksite to residential facilities. The stipend will be given on a per night basis at a rate of .6% of the Step 1 of the salary schedule outlined above. (This includes a workday in excess of twelve hours.) Accrued expenses will be reimbursed at the rates corresponding to the District form "Reimbursable Expenses During Travel/Conferences."
- b. The six days in excess of the teacher work year shall be scheduled as follows: three days immediately preceding and three days immediately following the teacher work year unless otherwise mutually agreed upon between the unit member and the Director of Special Education.
- c. Any voluntary work day outside of the school psychologist work year shall be scheduled with mutual agreement between the member and the Director of Special Education. The hourly rate of pay shall be .07% of Step 1 of Exhibit E. The 190 day work year does not include any days during the Extended School Year.

11.2 Professional Growth

11.2.1 Professional growth units will be granted for those academic and professional growth activities directly relevant to school site programs, the District's goals, and to the employee's career development.

11.2.2 Professional growth requirements for unit members shall be in accordance with Education Code Section 44277. Any employee that has not completed the four-year requirement (previously frozen on step and column) shall advance only one step per year until they reach the top of the column consistent with professional growth units attained by the unit member. This section shall be effective 2008-09 school year.

11.2.3 A description of the courses/activities contemplated shall be submitted on the Proposed Plan for Professional Growth for approval by the site principal and Superintendent or his/her designee. Upon completion of the course or activity, acceptable documentation must be submitted by the employee in order to receive professional growth units. To be reclassified to the next column of the salary schedule for the following year, the employee must (1) submit this form with the projected professional growth units to the District Office by May 15, and (2) verify completion of the plan by transcripts or acceptable documentation by September 15.

11.2.4 To resolve any dispute over professional growth requests which occur due to denial by the site principal or Superintendent or his/her designee, a written request by the employee to settle the issue will be placed before a committee composed of two employees appointed by the Superintendent and two employees appointed by the Albany Teacher's Association for each case. If the dispute remains unsettled by the Professional Growth Committee, the Board of Education will appoint one of its members to resolve the dispute after meeting to hear the arguments. The decision of the five-member committee shall be final.

11.2.5 For all professional growth activities other than courses verified by transcript, District professional growth units will be computed on the basis of 15 clock hours of attendance/participation/work being equal to one semester unit. The means of verification of activities undertaken in hour equivalence must be specified in advance on the standard form for professional growth.

11.2.6 An employee may only advance one column on the salary schedule per year. To qualify for advancement to the next salary schedule step, an employee shall work at least seventy-five percent (75%) of a school year. Employees working less than one-half FTE (.5 FTE) shall advance to the next salary step after two years.

11.2.7 Professional growth units shall not be granted to any employee for duties/activities, reimbursed by the District, which take place outside of the normal workweek of the employee.

11.3 Extra Pay Assignments

11.3.1 Extra pay assignments and rate of pay for such assignments are set forth in Exhibit F of this Agreement.

July 1, 2016-June 30, 2019

11.3.2 Extra pay assignment vacancies shall be advertised within the District and qualified employees may apply.

11.3.3 Stipends will be prorated accordingly if the individuals filling such assignments are unable to complete the assignments.

11.3.4 Nothing herein shall be construed to provide extra pay for assignments other than those specified in Exhibit F.

11.4 Travel Compensation

11.4.1 The District shall pay employees the IRS tax exempt rate per mile for driving their own vehicles on approved District business.

11.4.2 Unit members who are required by job description to travel between school sites on a regular basis shall automatically be compensated for this mileage according to the rate set forth by Section 11.4 of the Agreement. Any compensation for additional required mileage shall be made after the filing of a travel reimbursement form.

11.5 Substitute Coverage

11.5.1 Unit members may, on a voluntary basis, place their names on a "class coverage" list to provide substitution in other unit members' classrooms at the hourly rate in Schedule E.

11.5.2 Nothing in this section (11.5) abrogates the District's right to assign employees to class coverage when needed and when no employee on the class coverage list is available.

11.6 Initial Salary Placement Schedule for TK-12, Children's Center and Psychologist

11.6.1 Column placement is determined by the number of semester units taken after the degree (BA or MA), is obtained and not prior to the degree being awarded.

11.6.2 For unit members hired on or after July 1, 2004, the maximum initial step placement on the TK-12 salary schedule shall be Step 6 for work experience.

11.6.3 Column placement for Children's Center is determined by less than BA (as per Exhibits C and D) or the number of semester units taken after the degree (BA or MA), is obtained and not prior to the degree being awarded.

11.6.4 For new unit members, the maximum initial step placement on the school psychologist schedule shall be Step 6 for work experience.

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

12.1 Benefits for each full-time employee shall be set forth in Exhibit G. A part-time employee's benefit shall be prorated on the same basis as his/her salary proration.

12.2 All employees who have worked under contract for seventy-five percent (75%) or more of a school year shall be eligible for twelve (12) months of benefits, provided benefits were continuous for the 75% period.

12.3 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.

12.3.1 The Association recognizes and will communicate to its members that any increase to the General Fund will first be used to pay for any increased cost the District may incur in meeting it's obligation under 12.3 before negotiations on salary or other cost items.

12.4 The ATA, 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.

12.5 A Section 125 plan shall be available to employees at no cost to the District. The plan shall allow employees to pay for eligible benefits with pre-tax dollars.

12.6 Any employee who does not chose to receive medical coverage from the District and provides proof of coverage elsewhere, shall be eligible to receive \$150.00 per month for ten (10) months annually. The amount shall be placed in a District approved Tax Sheltered Annuity plan. Part time employees shall be eligible to elect this Alternative Benefit prorated on the same basis as his/her salary pro-ration.

12.7 Employees may elect to purchase Salary Protection Insurance (SPI) coverage and pay for SPI coverage through a salary reduction agreement with the District. The District shall no longer pay for SPI coverage.

12.8 Domestic Partnership 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:

12.8.1 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 O). Effective August 12, 2004 to be eligible for domestic partners medical benefits, unit members who declare shall register with the California Secretary of State and show proof that the partnership has met the State requirements for domestic partnerships. See Side Letter Agreement of August 5, 2003. The law requires the following actions for a domestic partner to be enrolled:

The Secretary of State must register the domestic partnership and provide a Declaration of Domestic Partnership. Same sex domestic partnerships between persons who are both at least 18 years of age and certain opposite sex domestic partnerships (one partner must be 62 years of age or older and the other partner at least 18 years of age) are eligible to register with the Secretary of State. Visit the Secretary of State's Web site at www.ss.ca.gov for additional information on Domestic Partner registration.

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

- 1) One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
- 2) One of the domestic partners dies.
- 3) One of the domestic partners marries.

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

12.8.3 Termination

Upon termination of the partnership, the employee shall notify the District by filing a certification of termination of eligibility (Exhibit P). 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 this article 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.

12.8.4 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 O).

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 expenditures 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.

12.9 Employee's children shall have first priority among out-of-district applicants in obtaining interdistrict transfer permits. Once enrolled in the district, the permit shall be in effect as long as the employment continues.

ARTICLE 13 - RETIREMENT FRINGE BENEFITS

13.1 Intent

To encourage those desiring early retirement:

For those employees retired as of June 30, 2017 - the District shall provide medical, vision, and dental coverage up to age sixty-five (65) for employee and spouse, at the Kaiser or Blue Shield Access + HMO employee plus one (coverage for two) plans offered by CalPERS, whichever is higher and through age sixty-five (65), for employee and spouse for those not eligible for Medicare or Medical upon reaching 65. Thereafter the retiree and/or spouse may continue to participate in the District group plan at his/her own expense.

For those employees retired after June 30, 2017 the District shall provide medical, vision and dental coverage up to age sixty-five (65) for employee and spouse, at the same levels provided for regular certificated employees and through age sixty-five (65) for employee and spouse for those not eligible for Medicare or Medical upon reaching 65. Thereafter the retiree and/or spouse may continue to participate in the District group plan at his/her own expense.

13.2 Eligibility

13.2.1 Employees must have reached age fifty-five.

13.2.2 Employee must retire into the State Unit members' Retirement System (STRS) or Public Employees Retirement System (PERS).

13.2.3 Employee must have been employed in paid status in the District for a period of ten (10) years.

13.3 Retiree Benefit Calculations

a. **Twenty Year Employees:** If an employee with at least twenty years of paid service with the District takes an approved unpaid leave, not to exceed two years, during their last ten years of service with the District, their retiree benefits shall not be reduced.

b. **Less than Twenty Year Employees:** If an employee with at least ten years of paid District service, and less than twenty (20) years of District service, takes a non-FMLA/CFRA leave during their last ten years of service with the District, their retiree benefits shall be reduced proportionately to such leave. FMLA/CFRA leaves shall not impact retiree benefits.

Example 1—An eligible employee is defined as an employee that satisfies Sections 13.2.1, 13.2.2 and 13.2.3. If in the ten years immediately prior to retirement, an eligible employee works 1.0 FTE for 8 years and takes an approved unpaid leave of absence for 2 years, the medical, vision and dental coverage provided to the employee shall be 80%.

- c. **Part-time Employees:** Employees with at least ten years of paid District service and with less than full-time status shall be eligible for medical, vision, and dental coverage proportionate to the average of their full-time equivalency (FTE) for the last ten (10) years divided by 10. Subsections (a) and (b) above regarding leaves shall apply to part-time employees.

Example 2—An eligible employee is defined as an employee that satisfies Sections 13.2.1, 13.2.2 and 13.2.3. If in the ten years immediately prior to retirement, an eligible employee works .80 FTE for nine years and 1.0 FTE for one-year, the prorated medical, vision, and dental coverage provided to the employee shall be 82%.

13.4 Alternative Benefit Plan

Any employee who does not chose to receive medical coverage from the District and provides proof of coverage elsewhere, shall be eligible to receive \$150.00 per month for ten (10) months annually. The amount shall be placed in a District approved Tax Sheltered Annuity plan. Part time employees shall be eligible to elect this Alternative Benefit prorated on the same basis as his/her salary pro-ration.

ARTICLE 14 - EARLY RETIREMENT INCENTIVE PROGRAM

14.1 Subject to the approval of the District, a person holding certificated qualifications may be employed as a consultant subject to the conditions set forth below:

14.1.1 A consultant under this program shall serve a maximum of twenty-five (25) days per year performing services mutually agreed upon by the consultant and the School District. Said services shall be based on the needs of the District and shall include but not necessarily be limited to in-service training, development of curriculum and workshop presentations.

14.1.2 Consultant contracts under this program shall not exceed five (5) years.

14.1.3 To be eligible for consultant employment under this program, an individual must:

(a) Have been employed on a full-time basis by the Albany Unified School District in a certificated position for the full school year immediately preceding the initial year of employment as consultant.

(b) Have served satisfactorily in the Albany Unified School District for a minimum of ten (10) years.

(c) Have retired from the Albany Unified School District and be participating in the State Unit member's Retirement System and/or PERS.

14.1.4 Such early retirement contracts will be approved concurrently with approval of resignation of the employee.

14.1.5 The annual compensation to be paid to consultants under this program shall be not less than \$2,500 nor more than \$4,000. The exact amount of compensation shall be set in accordance with the education and experience of the individual consultant.

ARTICLE 15 - DEDUCTIONS FROM PAYROLL

15.1 The District shall deduct and transmit to the Association all authorized deductions from all Association members within the unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the District and the Association. The written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless cancelled in writing by the employee.

15.2 Any member of the unit who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year-to-year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the member of the unit each month for ten (10) months. Deductions for members of the unit who sign such authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

15.3 New unit members shall be required to sign up for payroll deduction for membership dues or agency shop fees within thirty (30) days of employment. If cash payment is preferred, the amount must be paid by December 1, or the amount will be deducted from the January paycheck.

15.4 Any member of the unit who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall either become a member of the Association or pay to the Association a service fee in an amount equal to Albany Teacher's Associations Association/California Unit members Association/National Education Association dues payable to the Association, or the amount provided by law or the member of the unit may authorize payroll deductions for such fee or amount in the same manner as provided in Paragraph 15.2 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 15.3, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 15.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

15.5 The Association shall indemnify, defend and hold the District, its officers and/or employees, harmless from any claims made of any nature and against any lawsuit arising from the District's actions pursuant to its obligations contained in this section.

15.6 On or before October 1 of each year, the District shall provide the Association membership chairperson with an accurate roster of the certificated staff indicating the correct time/percentage assignment.

ARTICLE 16 - HOURS OF EMPLOYMENT

16.1 The certificated employees are professionals as demonstrated by past performance. This agreement on hours of employment is based on mutual respect and trust.

16.1.1 It is understood and agreed that, as professionals, the certificated employee shall utilize the time before and after the unit member's regular day instructional assignment (including preparation period) to carry out professional responsibilities.

16.2 Lunch Period

Unit members grades K-12 shall be entitled to one (1) uninterrupted duty-free lunch period per day of not less than forty-five (45) minutes. The duty-free lunch period at each school site shall be established by the principal after consultation with the school staff. On minimum days at the Albany Middle School, the lunch period shall be forty (40) minutes.

16.3 Meeting Schedules

Neither the District nor the principal shall schedule meetings which will conflict with the regularly scheduled monthly meeting of the Albany Teacher's Associations Association/California Unit members Association/National Education Association.

16.4 Professional Duties

Unit members shall participate in the following professional duties: Back-To-School Night, Open House, student extra-curricular activities, I.E.P. teams, parent and student conferences, and Board approved and scheduled staff development days. Assignments for student extra-curricular activities (for example, sports, graduation) shall be equitably distributed among the unit members. Voluntary participation in other school related activities (for example, clubs) shall be taken into consideration when assignments are made. No unit member shall be required to remain at school past 4:00 p.m. for such duties except for events traditionally scheduled past that hour or in emergency situations.

16.5 Absence During Duty Hours

In the event it becomes necessary for a unit member to be temporarily away during the duty hours, which include preparation time, prior arrangements with the principal or designee must be obtained.

16.6 Release Time - Release time may be provided for unit members to participate on:

16.6.1 Committees to develop standards of proficiency;

16.6.2 School Site Councils;

16.6.3 Staff development committees;

16.6.4 Committees to develop individual education programs for handicapped children.

16.6.5 All other District-wide committees

16.7 Faculty Meeting

The unit members shall attend one (1) faculty meeting each week when scheduled by the principal, and the unit members shall be provided with an agenda prior to each meeting. No unit member shall be required to remain in attendance at such meetings past 4:00 p.m. unless in an emergency or unusual situation as declared by the principal.

16.8 Access to School Site

The unit member shall have full access to all school facilities for the purpose of conferencing, planning, preparing, and individual student remediating until 5:00 p.m., every school day.

16.9 Preparation Time

16.9.1 Unit members, grades TK-K , shall be provided with a time for preparation and planning of not less than ninety (90) minutes per week during the instructional day as scheduled by the principal, and unit members grades 1-3 shall be provided with a time for preparation and planning of not less than one hundred twenty (120) minutes per week during the instructional day as scheduled by the principal, no later than September 10, 2014.

16.9.2 Commencing with the 2003-04 school year, unit members in grades 4 and 5 will have 235 minutes of preparation time during each complete school week.

16.9.3 Release time unit members, Resource Specialists, and Reading Specialists at the elementary level shall have weekly non-classroom prep time of no less than ninety (90) minutes per week during the instructional day as scheduled by the principal.

16.9.4 Preparation time for unit members of grades 6-12 shall be one class period per day.

16.9.5 Upon request, a unit member in a regular education classroom where a Special Day Class student is mainstreamed shall be provided one hour per month released time to meet with the Special Day Class unit member for planning purposes.

16.9.6 Speech and Language Specialists shall be provided with preparation, assessment writing, and planning time of an average of fifty-five (55) minutes during the instructional day.

16.10 Fourth and Sixth Grade Overnight Trips

16.10.1 The Fourth grade overnight trips and the Sixth grade overnight trips (collectively referred as “Trips”) are optional. Each classroom unit member shall determine whether his/her class shall participate.

16.10.2 The District shall notify parents that the Trips are optional.

16.10.3 Unit members may, but shall not be required to participate in fundraising efforts regarding the Trips.

16.10.4 If a unit member elects not to participate in the Trips, volunteer unit members may be solicited to plan, coordinate, and supervise the Trips. If a Fourth or Sixth grade unit member opts out, the opt out Fourth or Sixth grade unit member will be responsible for teaching the volunteer unit member’s class during the Trip.

16.10.5 A unit member, with only one year of teaching experience, not teaching Fourth or Sixth grade, is not eligible to volunteer to take another unit member’s class during the Trip. A Fourth or Sixth grade unit member can volunteer to plan, coordinate and supervise a second Trip for another unit member.

16.10.6 Unit members who plan, coordinate, and supervise a Trip of three days and two nights or more shall receive a maximum stipend as set forth on the Extra Pay Assignments Schedule, Exhibit F. This amount shall be prorated for trips of fewer days. One stipend shall be allocated per classroom.

16.11 On a voluntary basis and by mutual agreement from unit members, classes may be held outside the usual school hours of the professional day of unit members of periods 1-7 at Albany High School. The class is not intended to add to the unit member’s professional day as defined in the contract.

ARTICLE 17 - LEAVES

17.1 Sick Leave

17.1.1 Full time employees are entitled to ten (10) days sick leave each school year commencing on the first day of employment. Employees hired part way into the school year are entitled to the proportionate number of sick leave days. Those hired from the 1st of the month through the 15th of the month are granted one sick leave day (proportionate to their FTE). Those hired after the 15th of the month are not granted sick leave for that month.

17.1.2 Full time child development unit members (Children's Center) are entitled to twelve (12) days sick leave each school year commencing on the first day of employment.

17.1.3 In case of absence due to illness or accident, employees should notify the district substitute system as soon as possible. If you submit an absence after 6:00 am on the day of your absence, you will also need to notify your site.

17.1.4 Employees shall make every effort to notify the district two (2) months in advance, or as early as possible, of known long-term absences such as those required by childbirth or surgery, to allow the district to obtain a qualified substitute.

17.1.5 Upon returning from sick leave, the unit member shall be entitled to the same position if the return is within the same school year as the commencement. Otherwise, the unit member shall be entitled to the same position if available. The position shall be considered available if it is still in existence and if it is filled by a substitute or a temporary employee whose term of hire expires at the time of the unit member's return.

17.1.6 A sick leave day once reported, may not be reinstated as a working day.

17.1.7 No payment for sick leave shall be made until submission by the employee on the form specified by the District and signed by the employee and the site principal.

17.1.8 Verification of the reason for absence due to illness or accident may be required by the District prior to payment.

17.1.9 Satisfactory evidence that the employee is fit to return to duty may be required of any employee who has been absent from duty for more than five (5) consecutive working days.

17.1.10 If the District has reason to believe that an employee is unfit for duty, the District may require that an employee undergo a physical or mental examination by a doctor selected by the employee and the cost for such examination shall be borne by the District.

17.1.11 The District shall provide each employee with a written statement of accumulated sick leave totals, including the days of sick leave advanced for the ensuing school year. Such statement shall be issued no later than the November pay warrant.

17.2 Pregnancy and Parental Leave

17.2.1 Pregnancy Disability Leave: A unit member shall have the right to utilize sick leave provided in this Article and the benefits provided for by section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The

pregnant unit member may continue to work as long as her health will permit and she can safely and completely perform all of her required duties. After initial written verification of temporary disability resulting from pregnancy, the unit member shall be responsible for providing medical status reports as may be required by the District. A written certification by the unit member's physician that the unit member can safely return to work and completely perform required duties shall be submitted to the District prior to return to work. Pregnancy Disability Leave shall be coordinated with the leave provisions of the California Family Rights Leave Act (CFRA) and the Federal Family Medical Leave Act (FMLA). 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.

17.2.2 Paternity/Adoption /Non-Birthing Parent Leave: Any unit member shall be allowed to use up to eight (8) days of his/her sick leave for the purpose of the birth or adoption of a child. These days shall be deducted from the employee's personal necessity leave. Up to thirty (30) days of differential leave may be used for this purpose. This article may only be used within eight (8) months of the birth or adoption of the child.

17.2.3 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:

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.

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.

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 17.3.

17.3 Child Rearing Leave

17.3.1 A unit member shall receive, on request, up to a one (1) year unpaid leave of absence for child rearing purposes (applicable to minor children). Employees shall give at least one (1) month notice before beginning leave unless an emergency situation (as defined by the employee) arises.

17.3.2 Upon returning after expiration of the child rearing leave, the unit member shall be entitled to his/her same position if available. The position shall be considered available if it is still in existence and if it is filled by a temporary employee, who's term of hire expires at the time of the unit member's return, or by a substitute.

17.4 Personal Necessity Leave

An employee may use, at his/her election during any school year, not more than eight (8) days of accumulated sick leave for personal necessity. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

17.4.1 Death or serious illness of a member of his/her immediate family. Immediate family means mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt or uncle of the employee, spouse or any live-in partner in the immediate household of the employee.

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

17.4.3 Appearance in court as a litigant or witness under official court order. Unit member shall give reasonable advance notice when required to appear in court as a litigant or witness under official court order.

17.4.4 Illness requiring emergency medical aid or hospitalization for a member of the immediate family.

17.4.5 A certificated employee may use four (4) days of allowable personal necessity leave for compelling personal reasons. The Superintendent reserves the right to limit the number of leaves taken on a specific day.

17.4.6 Full-time child development unit members (Children's Center) may use five (5) days of allowable personal necessity leave for compelling personal reasons. The Superintendent reserves the right to limit the number of leaves taken on a specific day.

17.4.7 The Superintendent, at his/her discretion, may require proof of all personal necessity leaves, except **17.4.5** and **17.4.6**.

17.5 Personal Necessity Leave Extension/ Differential Pay

Employees are entitled to extend their personal necessity leave by five (5) additional days. Approval for such leave must be secured in advance and the employee receives the difference between his/her salary and that paid to the replacement.

17.6 Bereavement Leave

17.6.1 An employee is entitled to a leave of absence not to exceed three (3) days, (five (5) days if travel in excess of 350 miles is required), on account of the death of any member of his/her immediate family.

17.6.2 No deduction shall be made from the salary of such employee nor shall leave be deducted from leave granted by other sections of the Education Code or provided by the Governing Board of this District. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, brother-in-law, sister-in-law, aunt, uncle, or anyone residing in the immediate household of the employee.

17.7 Uncompensated Leave and Jury Duty Leave

17.7.1 At the discretion of the Board, an employee may be granted limited leave for personal business.

17.7.2 At the discretion of the Board, a permanent employee with not less than four (4) years service in the District, may be granted a leave of absence for a period up to one (1) year. There shall be no compensation for such leave, and no salary increment shall accrue during it. Employees granted such leaves of absence shall notify the District Superintendent, prior to March 1 of the year during which the leave is being taken, that the employee will return for duty the ensuing school year. Upon request by March 1, the leave may be extended for one (1) additional year. A maximum of two consecutive years of unpaid leave may be granted to unit members under all the provisions of Article 17.

17.7.3 All unpaid leaves of absence shall include but not be limited to: study, travel, restoration of health, and hardships or disabilities in the immediate family.

17.7.4 When an employee is called for jury duty, he/she shall pay the per diem received to the District. He/she shall continue to receive his/her district wages during the time of service.

17.8 Sabbatical Leave

After completion of seven (7) years of full time service over no more than an eight (8) year period, a certificated employee may be granted a sabbatical leave. Requests for sabbatical leaves shall be submitted to the Superintendent by February 1, of the preceding year. The District and the Association shall meet to develop a recommendation for the Superintendent regarding criteria for sabbaticals. The Board shall inform the unit member of its decision no later than April 1.

Employees granted a sabbatical leave shall receive the difference between the salary the employee would have received and the employee's replacement or 50%, whichever is greater. If there is no replacement for a unit member on sabbatical leave, the unit member would receive 50% of the salary which would have been received. Unit members on sabbatical leave shall be entitled to the same benefits as unit members on "paid leave of absence" (See ARTICLE 17.13). Should that unit member wish to receive retirement credit for the sabbatical leave, the District shall continue to pay the District's share of STRS during this period.

17.9 Extended Illness Leave

After a unit member has exhausted all earned sick leave, and additional absence due to illness or injury is necessary, the unit member shall be entitled to receive the difference between his/her own salary and the amount paid a substitute. This provision is limited to the duration of the extended leave and shall not exceed five months. The provisions of ARTICLE 17.1 regarding verification of sick leave shall apply. The District shall continue to provide fringe benefits for the duration of this leave. Entitlement to such leave shall commence only after all regular leaves have been exhausted. If a unit member returns from extended illness leave and subsequently becomes ill, during the same school year, that individual may resume taking the balance of extended illness leave providing the illness is verified by a physician or a recognized practitioner.

17.10 Industrial Accident/Workers Compensation Leave

17.10.1 Certificated employees who are absent from duty because of an illness or injury resulting from an industrial accident qualifying for worker's compensation are granted Industrial Accident Leaves under the following conditions:

17.10.2 Industrial Accident Leave shall be for not more than sixty (60) days. It applies from the first day of such absence from duty. Days of absence under Industrial Accident Leave shall not be deducted from the employee's sick leave accumulation.

17.10.3 The amount of salary paid to each employee in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness.

17.10.4 For any days of absence from duty as a result of the same industrial accident, whether the employee receives salary payments under Industrial Accident Leave, or other paid leave, the employee shall endorse to the District any wage loss benefit check which would make his/her total compensation from both sources exceed 100 percent (100%) of the amount he/she would receive as salary had he/she not suffered the industrial accident or illness.

17.10.5 Industrial Accident Leave shall not be granted unless the necessity for such leave is verified by a physician whose name has been placed on file by the employee or by a physician designated by the District.

17.11 Government Leave

A unit member who is elected to a government office shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. The unit member on leave shall notify the Superintendent of his/her return no later than March 1 of the school year preceding such return.

17.12 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.

17.12.1 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.

17.12.2 Family medical leave shall be available for the following purposes:

- a. Birth and care of the employee's child;
- b. Placement of a child with the employee for adoption or foster care;
- c. Care for the employee's child, spouse or parent with a serious health condition;
- d. The employee's own serious health condition that keeps the employee from performing his/her job function.
- e. Birth or care of an employee's child must conclude within twelve months of the birth or adoption placement of a child.

17.12.3 Family medical leave will commence after other available paid leave is exhausted. However, any request for Family medical leave in connection with Pregnancy Disability Leave shall be processed pursuant to Article 17.2.1.

17.12.4 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.

17.12.5 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.

17.12.6 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. 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

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period. An employee may at his or her expense participate in all other employee benefits plans offered by the employer during the leave.

17.13 “Paid leave of absence” means that a unit member shall be entitled (a) to receive wages and fringe benefits: (b) to return to the same assignment which he or she enjoyed immediately preceding the commencement of the leave, providing the position is available, or except in unusual circumstances as determined by the Superintendent.

17.14 Catastrophic Sick Leave Bank

17.14.1 Purpose: The Catastrophic Sick Leave Bank shall be activated to permit members to donate sick leave days to another member when that member or a member of his or her immediate family suffers a long-term, severe, incapacitating illness or injury.

17.14.2 Definitions:

- a. Catastrophic illness or injury: A long-term, severe, incapacitating illness or injury which causes the unit member to exhaust fully paid sick leave and any Workers’ Compensation benefits.
- b. Immediate Family member: mother, father, wife, husband, domestic partner, or child.
- c. Maternity, paternity, and/or child care leaves shall not be considered catastrophic unless qualified as defined above.
- d. Eligible leave credits are comprised of sick leave accrued to the donating unit member.
- e. Day is defined as a work day based upon the ATA work year calendar.

17.14.3 Catastrophic Sick Leave Committee Responsibilities:

The Catastrophic Sick Leave Committee (“Committee”) shall administer the program.

The Committee:

- a. Shall consist of the following members: The Association President(s), the Association membership chair, and, if necessary, to ensure an odd number, one at-large member appointed by the Association President(s).
- b. Shall approve and designate appropriate forms for donating and requesting CSL days.
- c. Shall be responsible for reviewing, approving or denying requests for catastrophic sick leave, and shall review a letter from a medical doctor before considering any request.
- d. Shall consider the number of days requested, the number of unit members making a request, withdrawals, and the medical need of the unit members

- e. Shall communicate its decision in writing to the requesting unit member and to the Human Resources Department who, in turn, shall notify the Payroll Office within ten (10) workdays of receipt of the request.
- f. Shall establish appropriate record keeping procedures in partnership with the the district including the total number of CSL days and the names of the donors and participating members.
- g. Shall provide a written decision within fifteen (15) days of Executive Board meeting if initial request was denied and appealed by the unit member.
- h. Shall keep confidential all records and information obtained by the Committee that relate to the unit member's health, family, or employment status.
- i. Shall solicit donation of sick leave days when a member's request is approved.

17.14.4 AUSD Responsibilities:

Upon receipt of donation and/or withdrawal requests, AUSD shall:

- a. Verify an applicant's accrued sick leave status to the Committee
- b. Transfer sick leave credits and confirm in writing to the requesting unit member and the Committee.

17.14.5 Eligibility: Each unit member is eligible to participate in the Catastrophic Sick Leave Program provided she or he has met the criteria set listed below in the section "Use of Catastrophic Sick Leave Program."

17.14.6 Donations: Any unused donated sick leave days shall not be returned to the donor, but shall remain in the Catastrophic Sick Leave Bank for future use. All unused sick leave days contributed to the Bank shall be carried over from year to year. Non-unit members may donate to the CSL bank.

17.14.7 Use of Catastrophic Sick Leave Program: Eligible unit members who suffer a catastrophic illness or injury as defined herein may request CSL days under the following terms and criteria:

- a. To be eligible, the unit member must have worked at least 75% of one school year and have accrued at least five (5) sick days.
- b. The unit member must donate at least one (1) sick day to the ATA Catastrophic Sick Leave Bank by the end of the Open Enrollment Period prior to requesting CSL Leave. The CSL enrollment form needs to be submitted to the ATA Rep at the unit member's site.

- c. The unit member has submitted a request in writing to the Association President forty (40) days or less prior to the first day requested for catastrophic sick leave.
- d. The unit member has submitted a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work, and is prepared to provide additional documentation to the nature and severity of the illness or injury, if requested by the Committee.
- e. The unit member is only eligible after all accumulated and earned sick leave has been exhausted.
- f. Unit members receiving Workers' Compensation benefits for industrial accidents under section 17.10 may not use CSL provided in this section.
- g. Payroll must verify the unit member requesting CSL days has exhausted all fully paid sick leave, or the date when this will occur.
- h. If the unit member needs additional days beyond the number granted or beyond the 60 (sixty) day increment, the unit member must request the days, in writing, following these criteria.
- i. The maximum number of CSL days a member may be granted is one hundred twenty (120) and may not be used beyond a period exceeding twelve (12) consecutive months.
- j. Failure of the unit member to submit a complete application, including necessary medical information provided by the applicant's physician, may delay approval of the request.

17.14.8 Committee Responsibilities Upon Receiving Request:

- a. Meet as soon as possible to consider a CSL request.
- b. Request that Payroll verify the unit member requesting the CSL has exhausted all fully paid sick leave or convey to the committee the date when this will occur.
- c. Grant withdrawals in increments of not more than sixty (60) days.
- d. Upon approval of request, initiate a Catastrophic Sick Leave Drive.
- e. Shall require, in writing, requests for additional days.
- f. Treat all applications and attendant information as confidential.
- g. If the Committee has insufficient days to fund a CSL request, the Committee shall not be under any obligation to provide CSL days to the unit member.

17.14.9 Process Upon Committee Approval:

- a. Upon approval of the request, the Committee will notify Association representatives of the need to initiate a CSL Drive within 10 (ten) days.
- b. Association representatives will conduct a drive for donations of sick leave days at each school site within 10 (ten) days of notification.

- c. Unit members may voluntarily donate to the CSL Bank. A unit member with only five (5) or fewer sick days may donate no more than one (1) day to the CSL Bank. A donated day is proportional to the FTE percentage (%) of the donor.
- d. If not enough days are donated to cover the CSL days requested, the Committee will initiate a second drive.
- e. The Committee shall communicate its decision in writing to the requesting unit member and to the Human Resources Department who, in turn, shall notify the Payroll Office within ten (10) workdays of receipt of the request.
- f. If the request is approved after the unit member has exhausted her or his sick leave, the CSL days shall be applied retroactively.
- g. Each unit member receiving the CSL days shall continue to be paid at his or her regular rate and shall continue to receive full benefits, and each CSL day will count as a work day.

17.14.10 Denial of Requests:

- a. No CSL days granted from the CSL Bank may be used for illness or disability that qualifies a unit member for Workers' Compensation.
- b. A unit member who has been denied a request due to insufficient documentation may amend and resubmit her or his request.
- c. Unit members who are injured or become ill while on an unpaid leave of absence are not entitled to use the CSL Bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave.
- d. If the Committee has insufficient days to fund, or fully fund, a CSL request, the Committee shall not be under any obligation to provide CSL days to the unit member.
- e. The Committee approves or denies requests based upon the prior criteria.
- f. The Committee will notify in writing the unit member making the request for the reason of the denial.
- g. Within ten (10) days of the denial, the unit member may request in writing an appeal hearing of the Association Executive board.
- h. The Association Executive Board must meet and provide a written decision to the unit member within fifteen (15) days of receiving the appeal request.
- i. Upon exhaustion of sick leave days from the CSL Bank, the unit member may be eligible for Extended Illness Leave under section 17.9 of this contract and other leaves.

ARTICLE 18 - CLASS SIZE/SPECIALIST CASE LOADS

18.1 The District will maintain class size in accordance with existing State law, and will adhere to the following maximum class size for the duration of the contract:

- A. Grades TK-K3 = 24
- B. Grades 1-3 = 28
- C. Grades 4 - 6 = 29
- D. Grades 7 - 12 = Unit members shall not be assigned more

than one hundred fifty (150) students per day with the exception of physical education, music, driver education classes, student government/leadership and performing arts. The performing arts exception shall apply with unit member approval. Classes funded through the State Class Size Reduction Plan that are required to have less than thirty (30) students shall be counted as thirty (30) students for the purpose of calculating total students per day under this section.

18.1.1 In order to maintain the integrity of the existing specialist program, the District recognizes the following pupil load maximums:

18.1.2 Resource Specialists consistent with Education Code requirements.

18.1.3 Elementary Physical Education Specialist - consistent with elementary class size maximum as contained in Section 18.1.

18.1.4 K-5 Reading Specialist - mutually agreed upon between all elementary principals and all reading specialists annually. If there is no agreement, the parties shall select a mutually acceptable mediator.

18.1.5 Nurses - 1400 students per nurse with additional consultation services for Children's Center.

18.1.6 Speech and Language Specialist - consistent with Education Code requirements.

18.1.7 E.S.L. - Elementary = 65

Middle School/High School = 25 single level, 20 multi-level per period.

(a) If maximum case load is exceeded and if aide time is not already provided, the affected specialist may request, in writing, three (3) hours of aide time per day for every week or partial week during which the maximum is exceeded.

(b) This aide time will be pro-rated for less than full-time employees.

(c) The aide time shall be credited after the first twenty (20) school days of each semester and ten (10) days after the maximum has been exceeded at any other period of the year.

18.1.8 Librarians - consistent with fire code limitations.

18.1.9 Counselors Elementary = 525

Middle School = 600

High School = 325

18.1.10 6-12 PE Unit members - the student contacts shall be no more than 200 (or fraction of 200 students contacts per section for part-time P.E. unit members) for grades 6-12 Physical Education unit members, with a class size maximum of forty (40). If the unit member exceeds 200 student contacts per day or exceeds 40 in a class, up to a maximum overage student contacts of 203 or class size maximum overage of forty-one (41) the unit member shall be paid an amount per week not to exceed the overage rate of \$48.00 per week. No 6-12 P.E. class shall exceed 41 students.

18.2 The District shall consider assignment of students in a manner which does not exceed the class size provisions of Section 18.1. (K-7 students exceeding the class maximums shall be equitably distributed within proper grades within the school district.)

18.2.1 In the case of proposed changes in the maximum specialist pupil loads, the Association and the District shall mutually agree upon such changes. If agreement cannot be reached, current maximums will be maintained.

18.2.2 The Association recognizes that the District has the right to add new or delete existing specialist programs, and in so doing will not be bound by Section 20.2.

18.2.3 When a new program is established, the Association and the District shall mutually agree on the case load for the new program.

18.3 If class size maximums are exceeded, the affected unit member shall be notified of his/her eligibility for overage payment for every week or partial week during which the maximum class size is exceeded. No credit shall be accrued for the first 20 days of any semester or in the case of K-6 the first 20 days of any school year unless the maximums continue to be exceeded following this 20-day grace period. In this event, overage shall be retroactive to the date the maximum was exceeded.

If class size maximums are exceeded, the unit member shall be paid the overage rate of \$48.00 per week. For part time unit members, the overage rate of \$48.00 shall be prorated proportionally to their full time equivalent assignment. Overages shall not be paid during winter, midwinter and spring breaks.

In no event shall the class size maximums or unit member load maximums be exceeded by more than two students and for seventh grade, no class shall exceed 31 students. This includes special day class students who are mainstreamed into the regular classroom. If all available classes are at contract limits and an additional student enrolls, the District and ATA will meet to consider a solution to the additional enrollment short of establishing an additional class.

For job share unit members, the overage rate of \$48.00 shall be split proportionately among the unit members according to their full time equivalent assignment.

18.4 A unit member may request class load relief when he/she believes that the class composition interferes with the instructional program or that class size prohibits adequate teaching of the established curriculum.

ARTICLE 19 - REDUCED TEACHING SERVICE

19.1 Certificated employees of the Albany Unified School District may reduce their workload from full to part-time and have their retirement benefits based on full-time employment.

Provisions for this program shall be in accord with Education Code 44922. They shall include the following but not be limited to:

19.2 The employee shall:

- a. have reached the age of 55 prior to reduction in workload.
- b. have been employed full-time in a position requiring certification for at least ten years, of which, the immediately preceding five years were full-time employment.
- c. have been employed without a break in service for at least five years. (Time spent on approved leave of absence shall not be used in the computation of this period.)

19.3 The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and employee.

19.4 The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment.

19.5 The employee shall receive health benefits as if he/she were a full time employee.

19.6 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.

19.7 For employees participating in the Education Code section 44922 Reduced Teaching Service Program beginning in the 2004-05 school year, the period of part time employment shall not exceed five years. For unit members participating in the Reduced Teaching Service Program prior to the 2004-05 school year, the maximum period of their part-time employment shall not exceed ten years.

19.8 Employees wishing to exercise this option for the coming year shall notify the district by March 15.

19.9 In assigning and scheduling the part-time employment, the district shall consult the employee regarding his/her preferences. Placement shall be made based on district needs, and employee needs shall be taken into account.

ARTICLE 20 - JOB SHARING

20.1 Definition

Job sharing shall refer to two (2) bargaining unit members who share one (1) full-time position.

20.2 Qualifications

20.2.1 One (1) year of satisfactory service in the District.

20.2.2 Individual requesting job sharing assignment shall develop plans with the principal of the school involved.

20.2.3 Job sharing requests shall be filed in the Superintendent's Office by March 1, of the year preceding the requested job sharing year.

20.3 Compensation

Bargaining unit members approved for part-time leave for job sharing will be paid in the same proportion as their work-time bears to a full position. To qualify for advancement to the next salary schedule step, an employee shall work at least seventy five percent (75%) of a certificated work year. Employees working less than one-half FTE (.5 FTE) shall advance to the next salary step after two years.

20.4 Leave Status

Bargaining unit members who are in job sharing positions shall be considered on leave status for that portion of their assignment that is not full-time. Participants shall not lose full-time tenure or seniority status they have accumulated in the District.

20.5 Benefits

Participants in job sharing positions shall receive benefits on a prorated basis.

20.6 Renewal/Return Status

Job sharing agreements are for one year only. Bargaining unit members on part-time assignment who wish to renew job sharing positions must file a written request to the Superintendent on or before March 1. If such request is not timely received, the bargaining unit member shall return to prior employment status for the following school year.

20.7 Approval

The approval or denial of the request by the Superintendent shall be based on the needs of the District. Once approval has been given, the part-time leave is irrevocable for the remainder of the school year unless a modification is mutually agreed to by the District and the bargaining unit member. If one of the bargaining unit members who shares a full-time position is unable to complete his/her assignment for the school year, the other unit member shall have the option to occupy the entire position on a full-time basis.

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ARTICLE 21 - TRANSFER AND REASSIGNMENT

21.1 Transfer

21.1.1 A transfer is the move of a unit member from one work location to another work location at a different site.

21.1.2 Unit members who are transferred during the school year shall be allowed two (2) days of release time for preparation on a date agreed upon by the unit member and the principal. The District shall provide assistance in the moving of the unit member's instructional materials whenever a unit member is transferred.

21.2 Voluntary Transfer

21.2.1 A unit member may submit a request for transfer to the District at any time. In addition, a request for transfer may be submitted subsequent to the posting of a vacancy notice pursuant to the posting procedure of this article.

21.2.2 Requests for voluntary transfers shall be placed in writing and include the reasons for the request. The written request shall be submitted to the principal of the requested site who will forward it to the Superintendent for consideration. The request shall be treated as confidentially as practicable. Any request shall be in effect for the duration of the school year and must be renewed thereafter.

21.2.3 If a request for voluntary transfer is denied, the unit member shall be granted, upon denial. The reasons shall be provided in writing upon request.

21.2.4 Unit members returning from leave shall be accorded all rights provided under this section.

21.2.5 The Superintendent has final authority to grant or deny voluntary transfer requests and to determine the existence of a vacant position.

21.2.6 The Superintendent shall evaluate these criteria when considering a voluntary transfer request:

- (a) The demonstrable needs of the educational program;
- (b) Unit member certification, experience, and training;
- (c) Racial, sexual, and ethnic balance in schools;
- (d) Seniority within the District.

All other factors being equal, seniority within the District shall prevail.

21.3 Reassignment

21.3.1 A reassignment is the move of a unit member's full-time assignment from one department to another where the education program is departmentalized, or from one grade level to another where the education program is provided in self-contained classrooms, without a change in work site.

21.3.2 Unit members may initiate reassignment by making a written request to the principal.

21.3.3 Principals shall consider unit member preference as well as the needs of the school when considering staff assignments.

21.3.4 If the request is denied, the principal shall schedule, if requested, a meeting with the unit member to discuss the reasons for the denial. These reasons shall be provided in writing upon request.

21.3.5 Unit members reassigned to a new work location within the site shall be provided with assistance in moving instructional materials and equipment to the new location.

21.3.6 Classroom unit members who are reassigned during the school year shall receive two (2) days of release time at a time mutually agreed upon by the unit member and the principal. The District shall provide assistance in moving instructional materials.

21.3.7 Unit members will be given the earliest possible notice of intended reassignment.

21.3.8 The principal has the final authority to reassign unit members to positions on the same site.

21.4 Relocation

21.4.1 A relocation is the move of a unit member from one work location to another work location; a relocation may take place at the same site or between sites. It does not necessarily involve a reassignment or transfer.

21.4.2 Whenever a unit member is relocated, the District shall provide up to two (2) days of release time or two (2) days of compensation at the extra pay hourly rate to the extent the unit member works such hours during non-school time. These days shall not be available if the unit member has been reassigned or transferred and is already receiving days under those sections.

21.4.3 This relocation provision is intended to apply to individual relocations and not to departmental, group or site relocations which are covered in sections 21.6.4.2.

21.5 Vacancies

21.5.1 A vacancy is any vacated or newly-created position as determined by the Superintendent.

21.5.2 Unit members desiring to transfer to a vacancy shall provide the principal with a written request stating their reasons for transfer. The request shall be sent to the Superintendent for consideration.

21.5.3 Notices of vacancies will be posted at all sites throughout the school year upon knowledge of such vacancies. Notices shall contain a closing date of five (5) work days following the posting date of the notice of vacancy.

21.5.4 No assignments to posted vacancies shall be made until the closing date.

21.5.5 The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.

21.5.6 Notices of vacancies with job announcements shall be sent to the ATA president at his/her home and work addresses.

21.6 Involuntary Transfer

21.6.1 Involuntary transfers shall be based on the demonstrable educational needs of the District as determined by the Superintendent. The educational needs of the District include, but are not limited to, changes in enrollment patterns, changes in school attendance boundaries, modifications to programs, personnel actions such as resignations and/or leaves, changes in the grade level configuration of the District, and school closures.

21.6.2 The Superintendent shall consider these factors when determining an involuntary transfer:

- (a) Unit member certification experience, and training;
- (b) Racial, sexual and ethnic balance in the schools;
- (c) Seniority within the District.

All other factors being equal, seniority within the District shall prevail.

21.6.3 In the event that involuntary transfers are necessary for declining enrollment, plant closure, or the discontinuance of a particular kind of service, the following procedure shall govern:

21.6.3.1 The principal shall call a faculty meeting and communicate to staff members present the number of positions subject to transfer.

21.6.3.2 Volunteers shall be solicited from the staff for consideration for such transfers.

21.6.3.3 Voluntary transfers shall not be construed as administrative-initiated transfers.

21.6.3.4 In the event there are not sufficient volunteers, transfers shall be based on the unit member's proper credential, experience, legitimate needs of the educational program of the District, and racial, sexual, and ethnic balance in the schools. All other factors being equal, District-wide seniority shall be the primary consideration.

21.6.3.5 Whenever possible, staff members 60 years of age or older shall be exempt from this provision.

21.6.4 If the school is to be closed, or partially closed, unit members at that school shall have first priority of assignment to the schools to which students at the closing school are being assigned.

21.6.4.1 The unit member from the closed, or partially closed school shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. When two or more of these unit members apply for the same vacancy, the determination of which unit member fills the position shall be based on the criteria listed in 23.2.6.

21.6.4.2 At least six (6) months (or as soon as known) prior to the opening, closure, or partial closure of a site, the parties shall meet to negotiate the impact.

ARTICLE 22 - CHILDREN'S CENTER

22.1 Provisions

22.1.1 Provisions of this Agreement shall apply to Children's Center unit members except as otherwise provided in the Agreement.

22.2 Work Year

22.2.1 (a) Work year for Preschool Unit members shall be two hundred and fifteen (215) days.

(b) Work Year for the School Age Program unit members shall be aligned with the K-12 student instructional calendar and any K-12 staff development days that occur within the first and last instructional day of the school year. (Exhibit H & I)

22.2.2 After the Center calendar has been established, unit members shall request the scheduling of their non-teaching days from the Center Director.

22.2.3 Unit member's request for non-teaching days must be submitted in writing and in units of five (5) or more by the 5th of the month for days off beginning on the 20th of the month and by the 20th of the month for days off beginning on the 5th of the following month.

22.2.4 No more than fifteen (15) of the total allotted non-teaching days may be taken not subject to the notification requirements of Section 24.2.3, but subject to the provisions of 24.2.5. Requests shall be submitted in writing at least two (2) working days in advance.

22.2.5 No unit member may take time off on the same days as a co-unit member assigned to the same class or level. One (1) regular contracted unit member must be present for each pre-school classroom and each school-age grade level. This provision does not apply during the month of December through the end of January, unless the demonstrated needs of the Center preclude such scheduling.

22.2.6 Unless it can be agreed by conference, seniority from date of hire shall be the determining factor when two or more unit members request the same non-teaching days. If unavoidable, up to six (6) non-teaching days within one (1) work year, not to exceed three (3) consecutive work days, may be taken during a co-unit member's non-teaching days except with prior approval by the Superintendent or his/her designee.

22.3 Work Day

22.3.1 Faculty meetings are integral to the operation of the Center and foster good communication among all staff members. The Center Director may request unit members to attend one, sixty (60) minute faculty meeting each month either before or after their regular duty day. Faculty meetings shall not be scheduled on evenings when the School Board meets. Unit members shall be provided an agenda prior to each meeting.

22.3.2 No Children's Center unit member shall be required to work a split shift duty day.

22.3.3 (a) The seven (7) hour work day for Preschool unit members will be composed of 6.5 hours of student instructional time and a 30 minute break.

22.3.3 (b) The seven (7) hour work day for School Age Program unit members will be composed of 6.5 hours of student instructional time and a 30 minute break.

22.3.3 (c) Children's Center unit members shall be entitled to 90 minutes of prep time weekly to be determined by the unit member and the director.

22.3.4 Unit members required to extend the duty day beyond assigned hours shall be compensated at their hourly rate of pay. This requires prior approval of the Director.

22.3.5 A seven (7) hour work day (which is comprised of 6.5 hours of student instructional time and a 30 minute break) shall be considered full time for purposes of fringe benefits and retirement benefits. Health benefits shall be based on 7 hours as a full time equivalent. A unit member whose regular assignment is 7 hours or more per day shall be entitled to District-provided health insurance benefits.

22.3.6 Unit members shall have the right to request specific substitutes. The Director shall honor these requests unless the substitute is unavailable or the director deems the substitute is inappropriate for the program.

22.4 Sick Leave

22.4.1 Children's Center unit members shall be entitled to twelve (12) sick leave days per year.

22.4.2 Children's Center unit members may use five days of allowable personal necessity leave for compelling personal reasons. The Superintendent reserves the right to limit the number of leaves on a specific day.

22.4.3 Other leave provisions are included in Article 17 and apply to Children's Center unit members.

22.5 Assignments

22.5.1 Unit members shall be informed in writing of their assignment for the Center year prior to the opening of the Fall Program.

22.5.2 Unit members shall be consulted individually regarding any change in assignments due to unanticipated circumstances after the initial assignment and shall be so informed in writing of the reasons for such change.

22.6 Calendar

22.6.1 The Children's Center calendar shall be developed by a joint committee of Children's Center unit members and the District Children's Center Director. The Children's Center calendar shall be as set forth in Exhibits J and K.

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22.7 Salary Schedule

22.7.1 The Children's Center Salary Schedule, Exhibits C and D, shall be increased as set forth in section 11.1(b).

22.7.2 Children's Center unit members shall be credited for one (1) year salary schedule advancement for each year worked.

22.7.3 New unit members shall receive up to five (5) years credit for placement on the salary schedule.

22.8 Advisory Committees

22.8.1 A committee of unit members and instructional aides may assist the Director when interviewing applicants for Instructional Aide positions. A unit member from the room where a position is open will be one of the unit member committee members.

22.8.2 A volunteer committee of unit members and aides will work with the Director to construct the annual budget in an informational and advisory capacity.

22.8.3 Release time and/or compensatory time will be provided to allow for staff members to attend the meetings referred to above in Sections 22.8.1 and 22.8.2.

22.9 Class Size

22.9.1 Children's Center Class size shall be in accordance with applicable State law and State law shall govern if any provision of this article is contrary to that law.

22.9.2 If the preschool class exceeds 24 students in attendance, the unit member shall notify the Children's Center Office and the Office shall obtain an additional aide for the day or until the number of students drops to 24 or below.

22.9.3 If more than 16 school aged children are present with only one adult employee at any time, the District shall provide an additional adult employee.

22.10 Contingency Provision

Should Children's Center funding sources be reduced at any time during the term of this Agreement, the District shall have the right to open negotiations on the salary and fringe benefits of Children's Center employees.

ARTICLE 23 - EVALUATION, PERSONNEL FILES, PUBLIC CHARGES, PERSONAL ACADEMIC FREEDOM

23.1 Evaluation (Forms-Exhibit M &N)

23.1.1 The purpose of evaluation is primarily to improve the delivery of instruction to students. The evaluation process shall be a partnership between unit members and administrators towards mutually understood standards based on the standards for the teaching profession. The process shall include the identification of unit members' strengths and the extension of assistance for remediation of any deficiencies.

The primary purpose of evaluation for probationary/temporary unit members should be to assess their effectiveness and remedy any weaknesses as they work toward gaining permanent status in the district.

23.1.2 Observation and evaluation is a cooperative and collaborative process. Albany Unified School District and Albany Teachers' Association are committed to entering into this process in the spirit of communication, collegiality and support. It is intended that the process be a positive experience leading to the goal of quality instruction and achievement for our students. The tone of the evaluation process should be one of mutual respect and cooperation in which the unit members' efforts to grow professionally and take risks in teaching are recognized and encouraged by the evaluators. The process should validate and encourage unit members, promote professional integrity, and follow fair, accurate, and appropriate procedures as outlined in the Teacher Evaluation Procedures.

23.1.3 In order to identify professional needs, the evaluation process shall be on-going and available throughout the school year, and provide for the active involvement of the unit member.

In keeping with the designed flexibility of the evaluation process:

- (a) By mutual agreement of the evaluatee and the evaluator, a different evaluator may be selected from the current district certified list of evaluators.
- (b) By mutual agreement of the evaluatee and the evaluator, additional members (any certificated employee) may be added to the evaluation team for purposes that might include personal support, professional feedback and peer coaching.
- (c) In the event that mutual agreement cannot be reached, the evaluation team will consist of: the evaluatee, the evaluator and two additional certificated employees, one chosen by the evaluatee and one chosen by the evaluator. The final evaluation document shall be written by the evaluator.

23.1.4 Evaluation timeline and procedures for Certificated Employees (non-management) are as set forth in the Teacher Evaluation forms document bargained by the Albany Teachers' Association and Albany Unified School District (Exhibit M, Form A).

23.1.5 Permanent Unit Members (not participating in the Evaluation Project) Probationary, and Temporary unit members shall be evaluated in accordance with Formal Evaluation. The Evaluation Project is only available to permanent unit members who received a Standards Met on their previous evaluation. The unit member and evaluator will meet to determine if the Evaluation Project is a viable option by February 28th in place of the 2nd formal observation cycle. If the evaluator does not agree to the Evaluation Project, within five (5) days of the conference, he/she will put in writing the reasons for the denial.

23.1.6 By October 31st, the evaluator and the unit member will mutually review the completed form C and develop goals and objectives for 2 of the 6 standards on the Teacher Self-Assessment Summary (Exhibit M, Form C) based on the Albany Unified School District Standards for the Teaching Profession Rubric (Exhibit M, Form B).

23.1.7 Formal Evaluation: Two (2) Formal Classroom Observations (the evaluator will use the "Albany Unified School District Standards for the Teaching Profession Rubric" to evaluate the bargaining unit member on the continuum of teacher development.) Standards not met on the Final Evaluation Report (Exhibit M, Form F) will lead a teacher to be referred to the Certificated Employee Assistance Program (Exhibit M, Form G).

FIRST FORMAL OBSERVATION CYCLE

(to be completed by November 30 for temporary and probationary unit members or by February 14 for permanent unit members)

First Pre-Observation Conference: The unit member and the evaluator review the Teacher Self-Assessment Summary (Exhibit M, Form C). The evaluator will discuss the observation process, schedule a mutually agreed upon observation date, and discuss the Lesson Description Form (Exhibit M, Form D.1) that will be handed in one day prior to the observation. The evaluator will ensure the unit member is familiar with the Classroom Observation Report (Exhibit M, Form E) which the evaluator will complete after the observation.

First Formal Classroom Observation: One day prior to the observation, the evaluator will obtain the completed Lesson Description form from the unit member (Exhibit M, Form D.1). If the evaluator needs to cancel within one week before the mutually agreed upon observation date, the unit member will receive compensation

for up to two (2) hours at the hourly rate on the Certificated Extra Pay Assignments (Exhibit F) provided an appropriately completed Form D Lesson Description has been submitted prior to or upon cancellation. A new observation date will be mutually agreed upon by the evaluator and the unit member.

First Post-Observation Conference: The evaluator will schedule a post-observation conference with the unit member to occur within five (5) days of the Formal Classroom Observation except if by mutual agreement to extend another three (3) days, in order to discuss the observation findings. Within three (3) days the evaluator will give the unit member the Classroom Observation Report (Exhibit M, Form E).

SECOND FORMAL OBSERVATION CYCLE

(to be completed by February 14 for temporary and probationary unit members, or by April 10 for permanent unit members)

Second Pre-Observation Conference: The unit member and the evaluator review the completed Teacher Self -Assessment Summary (Exhibit M, Form C). The evaluator will schedule a mutually-agreed upon observation date, and discuss the Lesson Description (Exhibit M, Form D.1) that will be handed in one day prior to the observation.

Second Formal Observation: One day prior to the observation, the evaluator will obtain the completed Lesson Description form from the unit member (Exhibit M, Form D.1). If the evaluator needs to cancel within one week before the mutually agreed upon observation date, the unit member will receive compensation for up to two (2) hours at the hourly rate on the Certificated Extra Pay Assignments (Exhibit F) provided an appropriately completed Form D Lesson Description has been submitted prior to or upon cancellation. A new observation date will be mutually agreed upon by the evaluator and the unit member.

Second Post-Observation Conference: The evaluator will schedule a post-observation conference with the unit member to occur within five (5) days of the Formal Classroom Observation except if by mutual agreement to extend another three (3) days, in order to discuss the observation findings. Within three (3) days the evaluator will give the unit member the Classroom Observation Report (Exhibit M, Form E).

23.1.8 Evaluation Project - The goal of carrying out an Evaluation Project is to systematically develop the act of knowing through questioning, observing, listening, and

analyzing. An Evaluation Project is an inquiry undertaken in order to refine practice: the emerging evidenced-based outcomes will contribute to the researching practitioner's continuing professional development.

1. By February 28th, the unit member will meet with the evaluator for a conference to discuss the proposed topics for the Evaluation Project.
2. By March 10th the unit member will submit the Evaluation Project Description (Exhibit M, Form D.2) to the evaluator for approval prior to beginning the project.
3. By April 10th, the completed Evaluation Project is due (Exhibit M, Form E2A). Second Conference: The evaluator will schedule a post-project report conference with the unit member to occur within five (5) days of turning in the report except if by mutual agreement to extend another three (3) days, in order to discuss the report findings. Within three (3) days the evaluator will give the unit member the Evaluation Report (Exhibit M, Form E2B).

23.1.9 Final Evaluation Report (Exhibit M, Form F) - will be given to the unit member by May 10th. The unit member may attach comments to the Final Evaluation Report. A final Conference to review the Final Evaluation Report will occur before the end of school

23.1.10 During the evaluation process, the evaluator will discuss areas of concerns with the unit member. The unit member and evaluator will mutually identify district resources that can help address the areas of concern, such as release time for observation of other unit members, mentors, trainings, etc. The evaluatee may volunteer to participate in a Voluntary Improvement Plan (VIP), which may begin and/or be completed at any time during the school year. The VIP is an ongoing conversation between the evaluatee and the evaluator. The goals of the conversation include the following: 1.) no more than two areas of growth areas to focus on during the VIP process; 2.) District support and services to support the evaluatee in improving the Areas of Growth; and 3.) Mutually agreed-upon timelines to discuss the evaluatee's growth and/or need for additional support. The goal is to support the unit member in meeting the standards at the end of the evaluation process. If the unit member has Standards Not Met as per the Overall Evaluation Rating on the Final Evaluation (Exhibit M, Form F), the unit member will be referred to the CEAP program for the subsequent year.

23.1.11 Certificated Employee Assistance Program (CEAP)

1. Unit members, unless released or non-re-elected, will be referred to CEAP for the subsequent year if the unit member has Standards Not Met as per the Overall Evaluation Rating on the Final Evaluation Report (Exhibit M, Form F) and a CEAP Improvement Plan (Form G) will be developed. The unit member and evaluator shall mutually agree to the standards, elements, strategies, evidence, responsible party, and timelines for improvement in the plan. The District will provide support for the plan including possible various resources such as peer coaching, peer observations, classes, workshops, etc. as determined by mutual agreement between the evaluator and the unit member. The goal of the CEAP Improvement Plan is to ensure that the unit member has a full opportunity to improve performance, and has an opportunity to improve practice through a coaching/growth method using the Albany Standards for the Teaching Profession.
2. The CEAP Improvement Plan must be completed the subsequent school year. A CEAP Improvement Plan (Form G) resulting from a Standards Not Met as per the Overall Evaluation Rating on the Final Evaluation Report (Exhibit M, Form F) shall have a timeline of no less than seven (7) months within one calendar year.
3. During an evaluation year, the CEAP Improvement Plan (Form G) should be closely tied to that current year's evaluation goals. The CEAP Improvement Plan (Form G) should be directly related to no more than two (2) standards.
4. Upon recognizing the need for a referral to CEAP and a CEAP Improvement Plan (Form G) as triggered by the evaluation process, the administrator must notify the member at least five (5) days in advance of the meeting to mutually develop the plan. The member may bring a union representative to this meeting to provide support and assistance.
5. Within five (5) days of mutual agreement on the CEAP Improvement Plan (Form G) between the evaluator and the unit member, a copy of the CEAP Improvement Plan (Form G) shall be provided to the member.

6. The CEAP Improvement Plan (Form G) will be attached to the Final Evaluation Report (Exhibit M, Form F).
7. The unit member and administrator shall schedule at least one mid-plan meeting to check progress, and modify the plan through mutual agreement if necessary.

23.1.12 Alleged violations of evaluation procedures as contained in the jointly developed procedures shall be open to the grievance procedure.

23.1.13 The Teacher Evaluation forms (Exhibit M) which is (are) to be used as the official record(s) of the evaluation will contain written documentation of the evaluation criteria, data collected, observation summaries and final recommendations.

23.1.14 By mutual agreement of the unit member and the District, a unit member may be evaluated every five years as provided in California Education Code section 44664: Education Code section 44664 provides for an evaluation at least every five years for personnel with permanent status who have been employed at least 10 years with the school district, who are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting standards, if the evaluator and the unit member being evaluated agree (Exhibit M, Form H). The unit member or the evaluator of the District may withdraw consent to this section at any time.

23.2 Personnel Files

23.2.1 A unit member shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

23.2.2 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

23.2.3 The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

23.2.4 Access to personnel files shall be limited to the members of the District Administration. Board of Education members may request the review of a unit member's file at a

personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

23.2.5 The District shall maintain the unit members' personnel files at the District's Central Office. Any files kept by the unit members' immediate supervisor shall not contain any material not found in the District's files.

23.3 Public Charges

23.3.1 Any citizen or parent complaint about a unit member reported to District officials and/or personnel shall be reported as soon as possible to the unit member through the site administrator.

23.3.2 Should the involved unit member or the complainant believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the unit member may schedule a meeting with the complainant. An Association representative shall be present at said meeting, if so requested by the unit member.

23.3.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint into writing and submit the original to the unit member with a copy to the unit member's immediate supervisor. The response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.

23.4 Personal Freedom

23.4.1 The Board shall not inquire into, nor predicate any adverse action upon a unit member's personal, political, and organizational activities and preferences unless such activities or preferences have adverse effect on the unit member's performance of duties.

23.5 Academic Freedom

23.5.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the students, and sensitive to the community needs and the values of our diverse culture and heritage. Academic freedom is essential to the fulfillment of this policy, and the District acknowledges the fundamental need to protect the unit members' obligation to pursue truth in performance of their teaching functions.

Accordingly:

23.5.2 A Unit member shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content, as approved by the Board of Education, and within the scope of the law.

23.5.3 In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the approved course content in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political, and/or religious views.

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ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Definitions

24.1.1 "Grievance." A "grievance" is a formal, written allegation by a member of the bargaining unit that he/she has been adversely affected by a violation of a specific provision of this Agreement.

24.1.2 "Grievant." A "grievant" is any certificated non-management employee or group of employees of the District covered by the terms of this Agreement alleging a grievance.

24.1.3 "Representative." A "representative" is an employee or advisor(s) designated by the Association and/or grievant.

24.1.4 "Immediate Supervisor." The "immediate supervisor" is the lowest level administrator having line and/or supervisory authority to adjust grievances or to effectively recommend such adjustment.

24.2 Steps

Grievances shall be processed in accordance with the following procedure.

24.2.1 Informal Resolution. Within ten (10) days of the circumstances which formed the basis of the potential grievance or when the employee knew, or reasonably should have known of such circumstances, the employee shall request a conference in an attempt to affect an informal resolution. On or before the fifth day following such request, the administrator shall hold a discussion with the employee to present the proposed resolution to the problem.

24.2.2 Formal Resolution - Step #1. If the problem is not settled during the informal discussion and the employee wishes to press the matter, a grievance shall be presented in writing to the immediate supervisor within five (5) days after the informal decision by the administrator. The administrator shall respond in writing within five (5) days after receipt of the grievance. The written information provided by the grievant shall include:

- a. A description of the pertinent facts and specific grounds on which the grievance is based, including names, dates, and places necessary for a complete understanding of the grievance.
- b. A listing of the provision(s) of the Agreement alleged to have been violated.
- c. Specific action(s) requested of the District which will remedy the grievance.

24.2.3 Formal Resolution - Step #2. If the grievance is not resolved at Step #1, or if the Step #1 administrator fails to respond within the time limits set forth by that Step, the grievance shall be presented in writing, together with all written documents included in Step #1, within five (5) days of such timeline (or written response) to the Superintendent or his/her designee.

Within five (5) days of receipt of a grievance, the Superintendent or his/her designee shall, if so requested by either party, meet with the grievant in an effort to resolve the

grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within five (5) days after such meeting or ten (10) days after the receipt of the grievance and return the disposition to the grievant.

24.2.4 Formal Resolution - Step #3. If the grievance is not resolved with the decision rendered at Step #2, the grievant, may within five (5) days of receipt of such decision, request in writing that the Association press the grievance to arbitration. If the Association decides to press the grievance, written notice shall be given to the District within ten (10) days of the termination of Step #2.

As soon as the District receives written notice of the Association's intent to arbitrate, the parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on an arbitrator within five (5) days of the Association's submission, they shall then be bound by the rules and procedures of the American Arbitration Association (AAA). The parties may agree by mutual consent to the expedited rules and procedures.

The arbitrator's decision will be in writing and will set forth its findings of fact, the reasoning (unless the parties have agreed to use the expedited procedures as indicated above), and conclusions on the issues submitted.

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 release time for the grievant, if applicable, will be borne equally by both parties. All other costs will be borne by the party incurring them.

24.3 Miscellaneous Provisions

24.3.1 Advance Step Filing. If a grievance is occasioned by the action (or lack of action) of person(s) higher than that of the immediate supervisor, the grievance may be filed at Step #2. Such filing shall be termed "advanced step filing." Such advanced step filing shall only occur after exhaustion of procedures as set forth in Section 24.2.1 (Informal Resolution).

24.3.2 Any employee covered by this Agreement may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within the timelines specified.

24.3.3 The District and the Association agree that every effort will be made by management and the grievant to settle grievances promptly at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty or desirability to the organization. Employees, employee representatives and

all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

24.3.4 Failure by the District to adhere to decision deadlines constitutes the right of the aggrieved to appeal automatically to the next step (higher level). Failure of the grievant to adhere to the submission of deadlines shall mean that the grievant waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the Procedure may be exhausted prior to the end of the school year or as soon as it is practicable. All documents dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

24.3.5 When a grievance has been filed by a grievant, the grievant or representative may terminate the grievance at any time by giving written notice to the District or its designee.

24.3.6 The grievant has the right to have a representative present at any step of the Grievance Procedure.

24.3.7 Grievance meetings and hearings will be scheduled by the Superintendent at mutually convenient times and places during the District business hours as contained in Government Code Section 3543.1.

24.3.8 The District and the Association agree that the jurisdiction of the arbitrator 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.

24.3.9 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, and that the grievant will not resort to any other forum or procedure for resolution of the issues prior to the complete utilization of this procedure.

ARTICLE 25 - CALENDAR

25.1 The district and employee groups shall meet annually to develop the school year calendar. All parties shall reach agreement by June 30 for a school calendar at least one year in advance. Current calendars shall be as set forth in Exhibits H and I.

ARTICLE 26 - COMPLETION OF AGREEMENT

26.1 This document comprises the entire Agreement between the District and the Association in matters within the lawful scope of negotiations.

26.2 Except as otherwise provided in this Agreement, the Association and the District, during the term of this Agreement, expressly waive and relinquish the right to meet and negotiate and agree that the District and the Association shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, 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 impacts of new legislation within the mandatory subjects of bargaining and any matter of mutual agreement.

ARTICLE 27 - SENIORITY AS SPECIALIST

27.1 Seniority in specialist programs shall begin from the date that employee rendered paid services as a specialist to the District.

27.2 In the event of reduction of specialist services, transfers shall be based on proper credentials, experience, legitimate needs of the educational program of the District, and racial, ethnic, and sexual balance of the schools. All other factors being equal, transfers shall be determined by seniority in the specialist program.

27.3 For specialists who possess valid teaching credentials, the employment number (first date of paid service) shall govern for District seniority purposes.

ARTICLE 28 - WORKING CONDITIONS

28.1 Recognizing that safety of students, staff, and community members is a joint concern of unit members and the District, every effort shall be made by both parties to prevent unsafe, unhealthy, or hazardous conditions. Upon unit members reporting unsafe or unhealthy conditions to their supervisor on the appropriate form, mutually developed by ATA and the District (Exhibit S), the District shall conduct investigations of reported conditions within ten working days from submission of the form, and inform the unit member within the same ten days of the corrective measures to be taken. The Parties acknowledge that maintenance complaints are often prioritized based upon the nature of the conditions complained and not just addressed in a call priority manner. The District shall take appropriate corrective measures in a timely manner.

28.1.1 Safety Committee

- A. In addition to the procedures outlined above, the District and ATA agree to create a Safety Committee (SC) comprised of two Albany Teachers Association (ATA) members and one administrator.
- B. The SC will meet quarterly to discuss overall safety concerns and review concerns submitted on either of the following forms, “Unhealthy Working Conditions form,” or “Unsafe Working Conditions Form.” The meeting will be held at a school site at a date and time mutually agreed to by the SC members.
- C. The SC will serve as an advisory committee to discuss the current safety issues. The members of the SC will come to consensus on the next steps which will then be presented to the Superintendent and ATA Leadership.

28.2 Every unit member shall have access to a locked storage space in her/her classroom or appropriate workspace for small personal items.

28.3 The District will provide all classrooms with a communication notification platform to inform unit members of administrative messages during emergencies and other calamities.

28.4 All classrooms shall have phones with access to the administrative offices and to outside lines for emergency calls. Upon request from a unit member, the District will provide a working clock in the classroom.

28.5 Members shall have access to phones in private areas for calls to parents or of a personal nature.

28.6 The Board shall reimburse employees for any loss, damage, or destruction of personal property used as a part of an approved school program up to a maximum of five-hundred (\$500)

dollars suffered while performing services for the District on campus or as assigned, providing such employee had prior approval from the District for use of personal property or equipment and, further that the employee had taken measures to protect such property or equipment. Loss, damage, or destruction of clothing suffered in the same manner shall be reimbursed to a maximum of five-hundred (\$500) dollars (see Exhibit L)

28.7 The District will disseminate and provide each unit member with their school site's safety plan annually within the first month of school. The intent of this provision is to familiarize unit members of the safety procedures and protocol and to share the most recent information with staff.

28.8 The District and ATA understand the purpose and importance of an Emergency Notification System is for the safety and security of students and staff. If the district elects to utilize an individualized electronic system, then the district will provide charging stations, in convenient locations, at all sites for use by itinerant members. Itinerant members will have all necessary equipment provided to them at each assigned site. Members are not required to wear the emergency equipment inside their classrooms. It is the expectation of the District that unit members have charged Emergency Notification Badges on their person when they are supervising students outside the classroom. Unit members will not be disciplined for accidentally leaving the badges at home or in the classroom or having them uncharged. The equipment is not to be used by the District to track members' whereabouts, except in the case of exigent circumstances that jeopardize the health and safety of students and staff.

28.9 The District shall make every attempt to limit the number of room assignments in the course of a week for members, and to make the number of room assignments as equitable among unit members as possible. Classrooms with specialized equipment may be excluded. When the District cannot implement equitable number of room assignments, it will provide a rationale for such assignments, upon request.

28.10 Any member that has been assigned to teach in more than one room, during the course of one week, will be given a functional means of transporting his/her instructional materials. The unit member may select his/her preferred means from a District provided preapproved list of options.

28.11 Every site will designate an accessible employee-only restroom(s).

28.12 Unit members shall have a private room for nursing mothers to express milk, if requested.

28.13 The District shall make every attempt to limit the number of school sites to which school psychologists are assigned.

July 1, 2016-June 30, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ALBANY UNIFIED SCHOOL DISTRICT

BY: _____
Paul Black
President, Board of Education

ALBANY TEACHERS' ASSOCIATION/
CALIFORNIA TEACHERS' ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION

BY: _____
Loring Barker
ATA Negotiations Chair

ATTEST:

BY: _____
Val Williams, Superintendent

Date: _____

EXHIBIT A - RECOGNITION

The District recognizes the Association as the exclusive representation of certificated employees in the unit. The Certificated Bargaining Unit covered by this Agreement is comprised of the following positions:

Unit members: K-12

Unit members: Children's Center

Specialists:

- Resource Specialists
- Physical Education Specialists
- Reading Specialists
- Nurses
- Speech and Language Specialists
- Librarians
- E.S.L. Unit members
- Counselors
- School Psychologists

EXHIBIT B - CERTIFICATED TK-12 SALARY SCHEDULE 2018-19

Step	BA-BA+59 OR MA	BA+60 OR MA+12	BA+75 OR MA+24
1	\$49,715	\$53,808	\$57,945
2	\$51,740	\$55,877	\$59,993
3	\$53,808	\$57,945	\$62,104
4	\$55,877	\$59,993	\$64,088
5	\$57,945	\$62,104	\$66,159
6	\$59,993	\$64,088	\$68,267
7	\$62,104	\$66,159	\$70,272
8	\$64,088	\$68,267	\$72,406
9	\$66,159	\$70,272	\$74,470
10	\$68,267	\$72,406	\$76,522
11	\$70,272	\$74,470	\$78,592
12	\$72,406	\$76,522	\$80,702
13	\$74,470	\$78,592	\$82,948
14	No further advancement		\$84,316
15			\$85,682
16			\$87,050
17			\$88,416
18			\$88,416
19			\$89,783
20			\$89,783
21			\$89,783
22			\$92,800
23			\$92,800
24			\$92,800
25			\$97,599

Column placement is determined by the number of semester units taken after the degree (BA or MA) is obtained and not prior to the degree being awarded.

For teachers hired on or after July 1, 2004, the maximum initial step placement on the K-12 salary schedule shall be Step 6 for work experience.

The work year of Librarians includes 5 additional workdays, and they receive an additional 4% of Step 1, Column 1 of this salary schedule which is included in the base salary.

The work year of Counselors includes 5 additional workdays, and they receive an additional 4.7% of Step 1, Column 1 of this salary schedule which is included in the base salary.

\$1,000/year for advanced degree (Ed.D or Ph.D)

Board Approved 6/11/19 effective 07/01/18.

July 1, 2016-June 30, 2019

EXHIBIT C - PRE-SCHOOL CHILDREN'S CENTER SALARY SCHEDULE- 2018-19

Albany Unified School District Children's Center Pre-School Teacher Salary Schedule
ATA, 215 days, Based on 7 hours/day, Annual Salary

Step	LESS BA	BA	BA+15	BA+30	BA +45	BA +60	BA +75
	Col A	Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
1	\$27,252.92	\$30,618.73	\$34,025.94	\$37,459.13			
2	\$28,874.36	\$32,364.30	\$35,732.51	\$39,163.33	\$42,531.54		
3	\$30,618.73	\$34,025.94	\$37,459.13	\$40,867.53	\$44,298.36	\$47,644.10	
4	\$32,364.30	\$35,732.51	\$39,163.33	\$42,531.54	\$45,937.57	\$49,392.04	\$52,780.33
5	\$34,025.94	\$37,459.13	\$40,867.53	\$44,298.36	\$47,644.10	\$51,054.85	\$54,527.06
6	\$35,732.51	\$39,163.33	\$42,531.54	\$45,937.57	\$49,392.04	\$52,780.33	\$56,101.26
7	\$37,459.13	\$40,867.53	\$44,298.36	\$47,644.10	\$51,054.85	\$54,527.06	\$57,851.54
8	\$39,163.33	\$42,531.54	\$45,937.57	\$49,392.04	\$52,780.33	\$56,101.26	\$59,620.72
9	\$40,867.53	\$44,298.36	\$47,644.10	\$51,054.85	\$54,527.06	\$57,851.54	\$61,303.64
10		\$45,937.57	\$49,392.04	\$52,780.33	\$56,101.26	\$59,620.72	\$62,985.38
11		\$47,644.10	\$51,054.85	\$54,527.06	\$57,851.54	\$61,303.64	\$64,710.83
12		\$49,392.04	\$52,780.33	\$56,101.26	\$59,620.72	\$62,985.38	\$66,372.49
13		\$51,054.85	\$54,527.06	\$57,851.54	\$61,303.64	\$64,710.83	\$68,056.59
14							\$68,056.59
15							\$68,056.59
16							\$68,056.59
17							\$69,442.88
18							\$69,442.88
19							\$70,827.96
20							\$70,827.96
21							\$72,214.25

Board Approved 6/11/19 effective 07/01/18.

EXHIBIT D – SCHOOL AGE CHILDREN’S CENTER SALARY SCHEDULE 2018-19

Albany Unified School District Children's Center School Age Teacher Salary Schedule
 ATA, 182 days, Based on 7 hours/day, Annual Salary

Step	LESS BA	BA	BA+15	BA+30	BA+45	BA+60	BA+75	
	Col A	Col 1	Col 2	Col 3	Col 4	Col 5	Col 6	
1	\$23,070.80	\$25,918.62	\$28,803.01	\$31,708.91				
2	\$24,443.09	\$27,396.30	\$30,248.43	\$33,152.18	\$36,004.30			
3	\$25,918.62	\$28,803.01	\$31,708.91	\$34,595.46	\$37,499.20	\$40,331.95		
4	\$27,396.30	\$30,248.43	\$33,152.18	\$36,004.30	\$38,886.53	\$41,811.79	\$44,678.96	
5	\$28,803.01	\$31,708.91	\$34,595.46	\$37,499.20	\$40,331.95	\$43,218.49	\$46,158.81	
6	\$30,248.43	\$33,152.18	\$36,004.30	\$38,886.53	\$41,811.79	\$44,678.96	\$47,490.22	
7	\$31,708.91	\$34,595.46	\$37,499.20	\$40,331.95	\$43,218.49	\$46,158.81	\$48,972.19	
8	\$33,152.18	\$36,004.30	\$38,886.53	\$41,811.79	\$44,678.96	\$47,490.22	\$50,469.23	
9	\$34,595.46	\$37,499.20	\$40,331.95	\$43,218.49	\$46,158.81	\$48,972.19	\$51,895.31	
10		\$38,886.53	\$41,811.79	\$44,678.96	\$47,490.22	\$50,469.23	\$53,317.08	
11		\$40,331.95	\$43,218.49	\$46,158.81	\$48,972.19	\$51,895.31	\$54,777.53	
12		\$41,811.79	\$44,678.96	\$47,490.22	\$50,469.23	\$53,317.08	\$56,184.24	
13		\$43,218.49	\$46,158.81	\$48,972.19	\$51,895.31	\$54,777.53	\$57,610.30	
14	No further advancement							\$57,610.30
15								\$57,610.30
16								\$57,610.30
17								\$58,784.69
18								\$58,784.69
19								\$59,956.95
20								\$59,956.95
21								\$61,129.22

Board Approved 6/11/19 effective 07/01/18.

EXHIBIT E - SCHOOL PSYCHOLOGIST SALARY SCHEDULE – 2018-19

Albany Unified School District School Psychologist Salary Schedule 2018-2019
Albany Teachers Association, 190 days, based on a professional day

Step	Annual
1	\$69,700.69
2	\$71,411.37
3	\$73,164.81
4	\$74,962.09
5	\$76,804.30
6	\$78,692.56
7	\$80,628.03
8	\$82,611.88
9	\$84,645.34
10	\$86,729.65
11	\$88,866.05
12	\$91,055.85
13	\$93,300.41
14	\$95,601.06
15	\$97,959.27
16	\$100,376.40

Advanced degree stipend (Ed.D or Ph.D) \$1,000/year

11.1.3(e) The six days in excess of the teacher work year shall be scheduled as follows: three days immediately preceding and three days immediately following the teacher work year unless otherwise mutually agreed upon between the unit member and the Director of Special Education.

11.3.4 For new unit members, the maximum initial step placement on the school psychologist schedule shall be Step 6 for work experience.

Board Approved 6/11/19 effective 07/01/18.

EXHIBIT F - CERTIFICATED EXTRA PAY ASSIGNMENTS

Effective 7/1/18

Albany High School

	Position	Factor of Step1/Column 1 (\$49,175)	Stipend Amount: Pro-rated According to Frequency	Frequency of Payment	Duration of Activity
1	Department Chairperson				
	a. 1 or 2 Department members	0.02	\$ 994.30	Monthly	School Year
	b. 3 or more Department members	0.041	\$ 2,038.32	Monthly	School Year
2	Yearbook (if ROP not available)	0.069	\$ 3,430.34	Monthly	School Year
3	Newspaper (if ROP not available)	0.069	\$ 3,430.34	Monthly	School Year
4	Choral	0.06	\$ 2,982.90	Monthly	School Year
5	Band	0.06	\$ 2,982.90	Monthly	School Year
6	Academic Club Coach I (not funded by District)	0.035	\$ 1,740.03	Monthly	Season
7	Academic Club Coach II (not funded by District)	0.069	\$ 3,430.34	Monthly	Season
8	Athletic Director (NTE 2)	N/a	\$15,000 or .2 release time	Monthly	School Year
9	Musical (not funded by District)				
	a. Director	0.069	\$ 3,430.34	Monthly	Season
	b. Music Director	N/a	NTE \$2,600.00	Timesheet	Season
	c. Musical Accompanist	N/a	NTE \$1,800.00	Timesheet	Season
	d. Choreographer	N/a	NTE \$2,600.00	Timesheet	Season
	e. Producer	0.02	\$ 994.30	Monthly	Season
	f. Scene Designer	N/a	NTE \$1,300.00	Timesheet	Season
10	Theater (Not funded by District)				
	a. Director (Fall play only)	0.069	\$ 3,430.34	Monthly	Season
	b. Producer	0.081	\$ 4,026.92	Monthly	Season
	c. Sets	N/a	NTE \$1,000.00	Timesheet	Season
11	Director Noontime Activities	N/a	NTE \$6,000.00	Hourly	School Year
12	Sports Coach - 1 per position unless specified				
	a. Baseball				
	1. Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	b. Basketball				
	1. Boys Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Boys Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	3. Boys Freshman	0.034	\$ 1,690.31	Monthly	Season
	4. Girls Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	5. Girls Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	c. Cross Country				
	1. Head	0.069	\$ 3,430.34	Monthly	Season
	2. Assistant	0.06	\$ 2,982.90	Monthly	Season
	3. Assistant, part-time - only if 50 or more participants	0.034	\$ 1,690.31	Monthly	Season

	Position	Factor of Step1/Column 1 (\$49,100)	Stipend Amount: Pro-rated According to Frequency	Frequency of Payment	Duration of Activity
	d. Football				
	1. Head Varsity		\$ 3,828.06	Monthly	Season
	2. Assistant Varsity (2)	0.06	\$ 2,982.90	Monthly	Season
	3. Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	4. Assistant Junior Varsity	0.047	\$ 2,336.61	Monthly	Season
	e. Golf				
	1. Boys Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Boys Assistant	0.06	\$ 2,982.90	Monthly	Season
	3. Girls Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	4. Girls Assistant	0.06	\$ 2,982.90	Monthly	Season
	f Soccer				
	1. Boys Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Boys Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	3. Girls Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	4. Girls Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	g Softball				
	1. Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	h Swimming				
	1. Head	0.069	\$ 3,430.34	Monthly	Season
	2. Assistant	0.06	\$ 2,982.90	Monthly	Season
	3. Assistant (only if 50 or more participants)	0.06	\$ 2,982.90	Monthly	Season
	i. Tennis				
	1. Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	j. Track				
	1. Head	0.069	\$ 3,430.34	Monthly	Season
	2. Assistant	0.06	\$ 2,982.90	Monthly	Season
	3. Assistant (only if 50 or more participants)	0.06	\$ 2,982.90	Monthly	Season
	k Volleyball				
	1. Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	3. Freshman	0.034	\$ 1,690.31	Monthly	Season
	l. Wrestling				
	1. Boys Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	2. Girls Head Varsity	0.069	\$ 3,430.34	Monthly	Season
	3. Head Junior Varsity	0.06	\$ 2,982.90	Monthly	Season
	m. Strength and Conditioning (not funded by the District) - 1 per season	0.069	\$ 3,430.34	Monthly	Season

Albany Middle School

	Position	Factor of Step/Column 1 (\$49,715)	Stipend Amount: Pro-rated According to Frequency	Frequency of Payment	Duration of Activity
13	Theatrical Production (not funded by District)				
	a. Director	0.068	\$ 3,380.62	Monthly	Season
	b. Assistant Director	0.045	\$ 2,237.18	Monthly	Season
	c. Music Director	0.045	\$ 2,237.18	Monthly	Season
	d. Stage Crew Director	0.027	\$ 1,342.31	Monthly	Season
	e. Sets	Tchr Hrly	NTE \$1,000.00	Timesheet	Season
	f. Concessions	Tchr Hrly	NTE \$300.00	Timesheet	Season
	g. Videotaping	Tchr Hrly	NTE \$200.00	Timesheet	Season
	h. Musicians	Tchr Hrly	NTE \$450.00	Timesheet	Season
	i. Writer	0.052	\$ 2,585.18	Monthly	Season
14	ASB Advisor	0.04	\$ 1,988.60	Monthly	School Year
15	Department Chairperson	0.02	\$ 994.30	Monthly	School Year
16	Yearbook	0.035	\$ 1,740.03	Monthly	School Year
17	6 th Grade field Trip (per night, not to exceed 2 nights)	0.006	\$ 298.29	Completion of Duties	Season
18	Athletic Director (NTE 2)		\$15,000 or .2 release time	Monthly	School Year
19	Sports Coach (1 per position unless specified)				
	a. Volleyball				
	1. Girls 7th grade team A	0.047	\$ 2,336.61	Monthly	Season
	2. Girls 7th grade team B	0.047	\$ 2,336.61	Monthly	Season
	3. Girls 8th grade team A	0.047	\$ 2,336.61	Monthly	Season
	4. Girls 8th grade team B	0.047	\$ 2,336.61	Monthly	Season
	b. Cross Country				
	1. Head Coach	0.047	\$ 2,336.61	Monthly	Season
	2. Assistant Coach	0.04	\$ 1,988.60	Monthly	Season
	3. Assistant Coach (only if 50 or more participants)	0.04	\$ 1,988.60	Monthly	Season
	c. Basketball				
	1. Girls 6th grade	0.047	\$ 2,336.61	Monthly	Season
	2. Girls 7th grade	0.047	\$ 2,336.61	Monthly	Season
	3. Girls 8th Grade	0.047	\$ 2,336.61	Monthly	Season
	4. Boys 6th Grade	0.047	\$ 2,336.61	Monthly	Season
	5. Boys 7th Grade	0.047	\$ 2,336.61	Monthly	Season
	6. Boys 8th Grade	0.047	\$ 2,336.61	Monthly	Season
	d. Wrestling				
	1. Head Coach	0.047	\$ 2,336.61	Monthly	Season
	2. Assistant Coach (2 positions)	0.04	\$ 1,988.60	Monthly	Season
	e. Soccer, Coed				
	1. Head Coach Team A	0.023	\$ 1,143.45	Monthly	Season
	2. Head Coach Team B	0.023	\$ 1,143.45	Monthly	Season
	f. Track and Field				
	1. Head Coach	0.047	\$ 2,336.61	Monthly	Season
	2. Assistant Coach	0.04	\$ 1,988.60	Monthly	Season

	Position	Factor of Step1/Column 1 (49,715)	Stipend Amount: Pro-rated According to Frequency	Frequency of Payment	Duration of Activity
20	Assistant Sports Coaches (not funded by District except as above)	0.04	\$ 1,988.60	Monthly	Season
21	Noontime Activities Director(s)	N/a	NTE \$6,000.00/Site	Timesheet	School Year
22	Garden Coordinator (not funded by the District)	0.04	\$ 1,988.60	Monthly	School Year
23	Activity Coordinator (not funded by the District)	0.007	\$ 348.01	Monthly	School Year
24	Audio/Visual Advisor (not funded by the District)	0.04	\$ 1,988.60	Monthly	School Year
Elementary					
25	4 th Grade Field Trip (per night, not to exceed 2 nights)	0.006	\$ 298.29	Completion of Duties	Season
26	Noontime Activities Director(s)	N/a	NTE \$4,000.00/Site	Timesheet	School Year
27	Teacher Leader (6 per site)	0.02	\$ 994.30	Monthly	School Year
Other					
28	Substitute Teacher coverage (Article 11.901) and other required hourly pay as provided in this contract	0.00075	\$ 37.30	N/a	N/a
29	BTSA Mentor (funded by BTSA)	N/a	\$ 1,500.00	Monthly	School Year
30	CEAP Mentor	N/a	\$ 1,500.00	Monthly	School Year
31	National Board Certification	N/a	\$ 1,500.00	Monthly	School Year
32	School Climate Program Facilitator - 1 per site	0.012	\$ 596.58	Monthly	School Year

EXHIBIT G - HEALTH AND WELFARE BENEFITS 1/1/19

2019 Health Benefit Premiums - Employer and Employee Contributions - 10 Month ATA Members
Rates for Full Time Employees

Kaiser Permanente	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$921.90	\$1,843.80	\$2,396.94
Employee Pays	\$0.00	\$0.00	\$0.00

Anthem Select HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$997.73	\$1,963.80	\$2,516.94
Employee Pays	\$0.00	\$31.66	\$77.15

Anthem Traditional HMO	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,191.90	\$1,963.80	\$2,516.94
Employee Pays	\$141.46	\$702.91	\$949.79

HealthNet Smart Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,081.86	\$1,963.80	\$2,516.94
Employee Pays	\$0.00	\$199.92	\$295.90

PERS Select	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$651.83	\$1,303.66	\$1,694.75
Employee Pays	\$0.00	\$0.00	\$0.00

PERS Choice	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,039.52	\$1,963.80	\$2,516.94
Employee Pays	\$0.00	\$115.25	\$185.82

PERS Care	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$1,191.90	\$1,963.80	\$2,516.94
Employee Pays	\$166.12	\$752.23	\$1,013.90

Delta Dental	Employee Only	Employee + 1	Employee + 2 or more
District Contributes	\$64.08	\$114.84	\$162.12
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 H - ALBANY UNIFIED SCHOOL DISTRICT CALENDAR 2019-2020

Albany Unified School District Calendar 2019-2020 REVISED						Student Days In the Month	DESCRIPTION
MONTH	M	T	W	TH	F		
AUG				1	2		
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		<u>Staff Development-Non Student Day</u>
	26	27	28	29	30	4	First Day of School
SEPT	2	3	4	5	6		Labor Day
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30					20	
OCT		1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18		<u>Staff Development-Non Student Day</u>
	21	22	23	24	25		
	28	29	30	31		22	
NOV					1		
	4	5	6	7	8		
	11	12	13	14	15		Veterans Day Holiday
	18	19	20	21	22		
	25	26	27	28	29	17	Thanksgiving Break
DEC	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		Winter Break
	30	31				15	Winter Break
JAN			1	2	3		New Year's Day/Winter Break
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		Martin Luther King Jr. Day
	27	28	29	30	31	19	
FEB	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		Mid-Winter Break
	24	25	26	27	28	15	
MAR	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20		<u>Staff Development-Non Student Day</u>
	23	24	25	26	27		
	30	31				21	
APR			1	2	3		
	6	7	8	9	10		Spring Break
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30		17	
MAY					1		
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	20	Memorial Day Holiday
JUN	1	2	3	4	5		
	8	9	10	11	12	10	Last Day of School
	15	16	17	18	19		
	22	23	24	25	26		
	29	30					
Instructional Days						180	
Staff Development Days						4	Bolded dates represent first/last day of school.
Approved 06/12/2018 (revision 2/12/19)							

EXHIBIT I - ALBANY UNIFIED SCHOOL DISTRICT CALENDAR 2020-2021

Albany Unified School District -- 2020-2021 School Year Calendar							
MONTH	M	T	W	TH	F	DESCRIPTION	
AUG	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28	4	
	31					1	
						Staff Development Days	
						First Day of School	
SEPT		1	2	3	4	4	
	7	8	9	10	11	4	
	14	15	16	17	18	5	
	21	22	23	24	25	5	
	28	29	30			3	
						Labor Day	
OCT				1	2	2	
	5	6	7	8	9	5	
	12	13	14	15	16	4	
	19	20	21	22	23	5	
	26	27	28	29	30	5	
						Staff Development Day	
NOV	2	3	4	5	6	5	
	9	10	11	12	13	4	
	16	17	18	19	20	5	
	23	24	25	26	27	2	
	30					1	
						Veterans Day	
						Thanksgiving Break	
DEC		1	2	3	4	4	
	7	8	9	10	11	5	
	14	15	16	17	18	5	
	21	22	23	24	25		
	28	29	30	31			
						Winter Break	
						Winter Break	
JAN					1		
	4	5	6	7	8	5	
	11	12	13	14	15	5	
	18	19	20	21	22	4	
	25	26	27	28	29	5	
						New Year's Observed Holiday	
FEB	1	2	3	4	5	5	
	8	9	10	11	12	5	
	15	16	17	18	19		
	22	23	24	25	26	5	
							Mid Winter Break
MAR	1	2	3	4	5	5	
	8	9	10	11	12	4	
	15	16	17	18	19	5	
	22	23	24	25	26	5	
	29	30	31			3	
						Staff Development Day	
APR				1	2	2	
	5	6	7	8	9	5	
	12	13	14	15	16		
	19	20	21	22	23	5	
	26	27	28	29	30	5	
						Spring Break	
MAY	3	4	5	6	7	5	
	10	11	12	13	14	5	
	17	18	19	20	21	5	
	24	25	26	27	28	4	
	31					1	
						Memorial Day	
JUN		1	2	3	4	4	
	7	8	9	10	11	5	
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30				
						Last Day of School	
Instructional Days						180	
Staff Development Days						4	Bolded dates represent first/last day of school.
Board Approved: 5/11/19							

EXHIBIT J - ALBANY CHILDREN'S CENTER PRESCHOOL CALENDAR 2019-2020

July- 2019 22 days

SU	M	T	W	TH	F	SA
	1	2	3	X	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			

August- 2019 22 days

SU	M	T	W	TH	F	SA
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

September- 2019 20 days

SU	M	T	W	TH	F	SA
	X	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					

October- 2019 23 days

SU	M	T	W	TH	F	SA
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

November- 2019 18 days

SU	M	T	W	TH	F	SA
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	X	X	X	

December- 2019 15 days

SU	M	T	W	TH	F	SA
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	X	X	X	X	X	
	X	X				

January-2020 20 days

SU	M	T	W	TH	F	SA
			X	X	3	
	6	7	8	9	10	
	13	14	15	16	17	
	X	21	22	23	24	
	27	28	29	30	31	

February-2020 19 days

SU	M	T	W	TH	F	SA
	3	4	5	6	7	
	10	11	12	13	14	
	X	18	19	20	21	
	24	25	26	27	28	

March-2020 22 days

SU	M	T	W	TH	F	SA
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

April- 2020 22 days

SU	M	T	W	TH	F	SA
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

May- 2020 20 days

SU	M	T	W	TH	F	SA
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	X	26	27	28	29	

June-2020 22 days

SU	M	T	W	TH	F	SA
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

X= Children's Center Closed for Holidays & Winter Break

Oct-31 (Closed at 4:00 pm for Halloween Holiday)
 2019-2020 Children's Center Days of operation total = 245

EXHIBIT K - ALBANY CHILDREN'S CENTER SCHOOL AGE CALENDAR 2019-2020

July- 2019 0 days

SU	M	T	W	TH	F	SA
No School						

August- 2019 4 days

SU	M	T	W	TH	F	SA
Fist Day of School Aug-27						
		27	28	29	30	

September- 2019 20 days

SU	M	T	W	TH	F	SA
	X	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					

October- 2019 23 days

SU	M	T	W	TH	F	SA
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

November- 2019 17 days

SU	M	T	W	TH	F	SA
					1	
	4	5	6	7	8	
	X	12	13	14	15	
	18	19	20	21	22	
	25	26	X	X	X	

December- 2019 15 days

SU	M	T	W	TH	F	SA
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	X	X	X	X	X	
	X	X				

January-2020 19 days

SU	M	T	W	TH	F	SA
			X	X	X	
	6	7	8	9	10	
	13	14	15	16	17	
	X	21	22	23	24	
	27	28	29	30	31	

February-2020 15 days

SU	M	T	W	TH	F	SA
	3	4	5	6	7	
	10	11	12	13	14	
	X	X	X	X	X	
	24	25	26	27	28	

March-2020 22 days

SU	M	T	W	TH	F	SA
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

April- 2020 17 days

SU	M	T	W	TH	F	SA
			1	2	3	
	X	X	X	X	X	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

May- 2020 20 days

SU	M	T	W	TH	F	SA
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	X	26	27	28	29	

June-2020 10 days

SU	M	T	W	TH	F	SA
	1	2	3	4	5	
	8	9	10	11	12	
Last Day of School Jun-12						

X = Program Closed for Holidays/Winter Break, Mid Winter Break & Spring Break

closed at 4 PM on Oct-31 Halloween Day

Open on Staff Development Day Oct-14 & Mar-20.

2019-2020 School Age Care program Days of operation total = 182

EXHIBIT L - PERSONAL PROPERTY REPORT FORM

PERSONAL PROPERTY REPORT FORM
 DISTRICT AUTHORIZATION FOR USE OF PERSONAL PROPERTY
 Must be submitted prior to use

NAME _____ DATE _____

DESCRIPTION OF ITEM	PURPOSE	DURATION OF USE	ESTIMATED VALUE	MEASURES TAKEN TO PROTECT ITEM

Unit members' personal property will not be covered until the following steps are complete:

1. Unit member completes form and submits to Principal/Director of signature.
2. Principal/Director will review items listed for appropriateness, sign the form and return to the unit member.
3. Unit member submits form signed by the Principal/Director to the Business Office, Attention: Assistant Superintendent, for District approval.
4. Business Office will approve and return a copy to the unit member and Principal/Director.

Principal/Director Approval Date

Assistant Superintendent Approval Date

EXHIBIT M – TEACHER EVALUATION FORMS

**ALBANY UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION TIMELINE AND PROCESS**

Form A

TIMELINE	PROBATIONARY & TEMPORARY	PERMANENT UNIT MEMBERS	
	PLAN A –Annual Evaluation	PLAN B –Standard Evaluation 2 Year Cycle	PLAN C-Evaluation 5-Year Cycle
By Sept. 30	<ul style="list-style-type: none"> Notify unit member of evaluation status Review evaluation process and timeline Review Standards for the Teaching Profession 	<ul style="list-style-type: none"> Notify unit members of evaluation status (Evaluation is conducted every other year) Review evaluation process and timeline Review Standards for the Teaching Profession 	<ul style="list-style-type: none"> Notify unit members of evaluation status
By Oct. 31	<ul style="list-style-type: none"> Evaluator and Unit member mutually develop goals and objectives based on the Standards for the Teaching Profession (Form C) 	<ul style="list-style-type: none"> Evaluator and Unit member mutually develop goals and objectives based on the Standards for the Teaching Profession (Form C) 	<ul style="list-style-type: none"> See Plan B (on the fifth year of cycle)
By Nov. 30	<ul style="list-style-type: none"> 1st formal observation cycle completed: Pre-conference; Lesson Description (Form D); Classroom Observation; Post-conference; and Classroom Observation Report (Form E) 		
By Feb. 14	<ul style="list-style-type: none"> 2nd formal observation cycle completed: Pre-conference; Lesson Description (Form D); Classroom Observation; Post-conference; and Classroom Observation Report (Form E) 	<ul style="list-style-type: none"> 1st formal observation cycle completed: Pre-conference; Lesson Description (Form D); Classroom Observation; Post-conference; and Classroom Observation Report (Form E) 	See Plan B (on the fifth year of cycle)
By Feb. 28		Evaluation Project Pre-conference	See Plan B (on the fifth year of cycle)
By March 10		Evaluation Project Description Due (Form D-2)	See Plan B (on the fifth year of cycle)
By April 10		2 nd formal observation cycle completed Pre-conference; Lesson Description (Form D.1); Classroom Observation; Post-conference; and Classroom Observation Report (Form E) or Evaluation Project Due (Form E-2)	See Plan B (on the fifth year of cycle)
By May 10	<ul style="list-style-type: none"> Final Evaluation Report (Form F) given to unit member (March 1st for non-renewals) 	<ul style="list-style-type: none"> Final Evaluation Report (Form F) given to unit member 	See Plan B (on the fifth year of cycle)
Before the last day of school	<ul style="list-style-type: none"> Final Conference 	<ul style="list-style-type: none"> Final Conference Provide 5-Year Cycle Option if NCLB compliant, 10 years with district and prior satisfactory evaluations - Mutually agree to 5 Year Cycle: Evaluator and Unit Member sign 5 Year Agreement (Form H) 	See Plan B (on the fifth year of cycle)
By June 30	<ul style="list-style-type: none"> Forms submitted to Human Resources: Classroom Observation Reports(form E) and Final Evaluation Report (Form F) 	<ul style="list-style-type: none"> Forms submitted to Human Resources: Classroom Observation Report, Final Evaluation Report or Lesson Project Report (Form F-2), signed 5 Year Cycle Agreement (form H), if applicable 	See Plan B (on the fifth year of cycle)

Standard 1: Engaging and Supporting all Students in Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
1.1 Using knowledge of students to engage them in learning.	Gathers insufficient knowledge of individual students.	Learns about students through data provided by the school and/or through district assessments, but does so inconsistently and/or does not apply the knowledge effectively to instruction.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.	Uses comprehensive knowledge of students to make ongoing accommodations in instruction.
	Many students are not engaged in learning.	Some students are engaged in learning, but others do not respond to instructional strategies focused on the class as a whole	Students engage in learning through the use of adjustments in instruction to meet their needs.	Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum. As appropriate, students take ownership of their learning by choosing from a wide range of methods that further their learning and that are responsive to their diverse learning needs.
1.2 Connecting learning to students' prior knowledge, culture, backgrounds, life experiences and interests.	Develops insufficient awareness of individual students' prior knowledge, backgrounds, life experiences, and interests.	Develops limited awareness of prior knowledge, culture, backgrounds, life experiences, and interests represented among students and/or does not consistently use this awareness to support learning.	Uses gathered information, school resources and family contracts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student.	Creates a context for students to synthesize learning goals and objectives with what they know and develop their own complementary learning goals.
	Most students cannot connect learning activities to their own lives.	Some but not all students connect learning activities to their own lives.	Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.	Students are enthusiastically engaged in curriculum which relates their prior knowledge, experiences, and interests. Students can articulate the relevance and impact of lessons on their lives and society

Standard 1: Engaging and Supporting all Students in Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
1.3 Connecting subject matter to meaningful, and real-life contexts	Does not connect subject matter to meaningful, real-life contexts.	Makes insufficient use of real life connections during instruction as identified in curriculum.	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.	Consistently engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instructions.
	Most students cannot connect subject matter to their own lives	Some but not most students relate subject matter to real-life.	Students utilize real-life connections regularly to develop understandings of subject matter	Students integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	Does not use a variety of instructional strategies, resources, and technologies.	Uses a limited number of instructional strategies, resources, and technologies as provided by school and/or district.	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.	Creates, adapts, integrates and refines an extensive repertoire of strategies, resources, and available technologies into instruction designed to meet students' diverse learning needs.
	Students' diverse learning needs are not met.	Limited students participate in instructional strategies, using resources and technologies provided.	Students participate in instruction using available strategies, resources, and technologies matched to their learning needs.	Students enthusiastically engage in instruction and take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.

Standard 1: Engaging and Supporting all Students in Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	Does not promote critical thinking through inquiry, problem solving, and reflections.	Asks only questions that focus on factual knowledge and comprehension.	Guide students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content.	Employs a systematic approach for students to initiate critical thinking by designing structured inquiries into complex problems.
	Students do not respond to questions regarding facts and comprehension.	Some students respond to questions regarding facts and comprehension.	Students respond to complex questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content as appropriate.	Students pose and answer a wide range of complex questions and problems, reflect and communicate understandings based on in-depth analysis of content learning.
1.6 Monitoring student learning and adjusting instruction while teaching.	Does not monitor student learning and/or does not adjust instruction while teaching	Implements lesson following curriculum guidelines, but does not adequately monitor and respond to student learning.	Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding.	Flexibly and effectively makes adjustments to extend learning opportunities and provide assistance to students in mastering the context.
	Students do not receive individual assistance during instruction.	Some students receive limited individual assistance during instruction.	All students receive individual assistance as needed.	Students are able to monitor and articulate their level of understanding and use teacher guidance to meet their needs during instruction.

Albany Unified School District Standards for the Teaching Profession Rubric

Form B

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
2.1 Models and communicates expectations for fair and respectful behavior to support social development.	Does not articulate or demonstrate expectations for fair and respectful behavior.	Sometimes models fair and respectful behavior. Sometimes demonstrates commitment to fairness and respect in communication with students about language and behavior.	Reinforces positive responsible and respectful student interaction. Assists students in resolving conflicts. Incorporates cultural awareness to develop a positives classroom climate.	Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness and the value of all members.
		Students participate in occasional community building activities designed to promote caring, fairness, and respect.	Students demonstrate efforts to be positive, accepting, and respectful of differences.	Students take responsibility/leadership in resolving conflict and creating a fair and respectful classroom community where student’s home culture ins included and valued. Students communicate with empathy and understanding in interactions with one another.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	Physical or virtual learning environments are not conducive to collaborative student learning that reflects student diversity.	Occasionally experiments with adapting the physical and/or virtual learning environments that support student learning. Structures for interaction are taught in single lessons or sequence of lessons to support student learning.	Maintains physical and/or virtual learning environments that reflect student diversity and provide a broad range of resources, displays, and artifacts that are current and integral to instruction. Integrates a variety of structures for interaction during learning activities that engage students constructively and productively in learning.	Adapts physical and/or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom. Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students.
		A limited number of students use resources provided in learning environments and interact with each other to understand and complete learning tasks in single lessons or sequence of lessons.	Student routinely use a range of resources in learning environments that relate to and enhance instruction and reflect their diversity Students share in monitoring an assessment of interactions to improve effectiveness and develop a positive culture for learning.	Students participate in monitoring and changing the design of learning environments and structures for interaction.

Albany Unified School District Standards for the Teaching Profession Rubric

Form B

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	Occasionally does not adhere to required state, district, site, ed code and federal policies and laws regarding safety. Occasionally does not respond to behaviors that impact student safety as they arise.	Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments for major issues but may occasionally miss minor issues Sometimes explores strategies to establish intellectual and emotional safety in the classroom.	Anticipates and reduces risk to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum. Models and provides instruction on skills that develop resiliency and supports physical, intellectual and emotional safety.	Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual and emotional environment focused on high quality and rigorous learning. Engages in reflection on their own language and behavior that contributes to physical, intellectual and emotional safety in the classroom.
	Students have limited awareness of required safety procedures and the school and classroom rationale for maintaining safety	Students sometimes follow teacher guidance regarding potential safety issues for self or others.	Students feel safe to take intellectual and emotional risks, offer opinions, and share alternative perspectives. Students maintain physical safety procedures,	Students demonstrate resiliency and perseverance for academic achievement. Students maintain physical, intellectual and emotional safety for themselves and others in the classroom
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.	Learning expectations are low and mostly focused on accuracy of answers and completion of learning tasks. Does not provide appropriate support for all students to understand or complete the learning tasks.	Strives for a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Learning expectations may vary. Some individuals and groups of students work with the teacher to support accuracy and comprehension in their learning	Integrates rigor throughout the learning environment that values accuracy, analysis, critical reading, writing and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement. Students actively use supports and challenges to complete critical reading, writing, higher order thinking, and problem solving across subject matter.	Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis, and purposeful use of learning. Supports students to utilize an extensive repertoire of differentiated strategies (including technologies) to meet high expectations. Students take responsibility to fully utilize teacher and peer support to achieve consistently high levels of factual and analytical learning.

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.	Does not effectively develop or communicate expectations, rules, and consequences for individual and group behavior. Consequences for misbehavior are applied inconsistently.	Develops expectations with some student involvement. Partially communicates, models and explains expectations for individual and group behavior.	Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior. Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation.	Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.
	Some students know expectations for behavior and consequences and respond to guidance in following them.	Students respond to individual and group behaviors and encourage and support each other to make improvements.	Students demonstrate positive behavior, consistent participation, and are valued for their unique identities.	
2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.	Does not establish effective and consistent procedures, routines or norms to support student learning. Often fails to respond to disruptive behavior.	Establishes procedures, routines, or norms for single lessons to support students learning. Responds to disruptive behavior, but does so inconsistently or ineffectively.	Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruption to the learning climate.	Facilitates student participation in developing, monitoring and adjusting routines and procedures; focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms. Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior.
	Students are aware of procedures, routines, and classroom norms, but often do not act accordingly.	Students participate in routines, procedures and norms, and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.	Students share responsibility with teachers for monitoring, managing and maintain a positive classroom climate that promotes learning.	

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
2.7 Using instructional time to optimize learning.	Does not use instructional time to optimize learning. Instruction occasionally meanders or becomes tangential, students are not consistently engaged and students typically do not complete the learning activities in the time allotted	Sometimes paces instruction with some consideration of lesson types. Adjustments for sufficient student work time and transitions to between activities not always optimal. Expectations of time students need to complete learning activities may be off and, students may only occasionally receive some adjustments of time allotted for tasks or expectations for completion.	Paces Instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time. Students use their instructional time to engage in and complete learning activities and are prepared for the next sequence of instruction.	Paces, adjusts and fluidly facilitates instruction and daily activities in response to student learning. Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment and goal-setting.

Standard3: Understanding and Organizing Subject Matter

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
3.1 Demonstrating knowledge of subject matter academic content standards	Has basic knowledge of subject matter, related academic language and academic content standards but lacks necessary depth.	Examines concepts in subject matter and academic language, to identify connections between academic content standards and instruction, but does not articulate them clearly or effectively for students.	Understands and effectively connects essential subject matter concepts to academic language and academic content standards.	Uses extensive knowledge of subject matter, concepts, current issues, academic language and research to facilitate relevant connections to standards during instruction and extend student learning.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	Does not have knowledge of student development and proficiencies.	Has basic knowledge of student stages of development and some awareness of differences in students’ understanding of subject matters. Teaches subject specific vocabulary and language skills following curriculum guidelines, but does not adapt adequately to student needs.	Adapts instruction in response to knowledge of student development and proficiencies to meet students’ diverse learning needs. Ensures understanding of subject matter including related academic language and communication skills. Provides explicit teaching of essential vocabulary, idioms, key words with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.	Utilizes comprehensive knowledge of all students to guide all students to develop proficiencies, understand subject matter including related academic language and academic skills. Engages students at all levels of vocabulary, academic language and communication in self-directed goal-setting, monitoring and improvement. Guides all students in using cognitive strategies that provide equitable access and deep understanding of subject matter.

Standard 3: Understanding and Organizing Subject Matter

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
3.3 Organizing curriculum to facilitate student understanding of the subject matter.	Does not organize curriculum to facilitate student understanding of the subject matter.	Follows organization of curriculum as provided by the site and district, but does not adapt as needed to support student understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding. Uses knowledge of cross-curricular connections to facilitate students' understanding in multiple content areas.	Uses extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instructions. Ensures student comprehension and facilitate student articulation about what they do and don't understand.
3.4 Utilizing instructional strategies that are appropriate to the subject matter	Does not utilize instructional strategies that are appropriate to the subject matter.	Uses instructional strategies that are provided in the curriculum, but does not adapt to student needs.	Selects and adapts a variety of instructional strategies to ensure student understanding and use of academic language appropriate to subject matter and that addresses students' diverse learning needs.	Uses an extensive repertoire of instructional strategies to develop motivation, metacognitive abilities, and social skills and to support and challenge the full range of students toward a deep knowledge of subject matter.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	Does not use and adapt resources, technologies, and standards-aligned instructional materials, to make subject matter accessible to all students	Makes limited use of available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students.	Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matters. Guides and assists students in using available print, electronic, and online subject matter.	Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter. Facilitates equitable access to a wide range of technologies through ongoing links to outside resources and support.

Standard 3: Understanding and Organizing Subject Matter

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
<p>3.6(a) Addressing the needs of English Learners to provide equitable access to the content.</p>	<p>Does not address the needs of English Learners</p>	<p>Is aware of a students’ primary language and English language proficiency based on available assessment date, but does not adequately make use of this knowledge to provide equitable access to the content.</p> <p>Makes limited efforts to provide adaptive materials to help English Learners access content.</p>	<p>Identifies proficiency level descriptors and English Learner strengths in the study of language and content. Differentiates instruction using one or more components of the current ELD standards to support English Learners.</p> <p>Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to develop language proficiencies and to understand content.</p>	<p>Engages English Learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals.</p> <p>Is resourceful and flexible in the design, adjustment, and elimination of scaffolds based on English Learners’ proficiencies, knowledge, and skills in content.</p>
<p>3.6(b) Addressing the needs of students with special needs* to provide equitable access to the content. *The full ranges of students with “special needs” includes students with IEPs, 504 plans, advanced learners, and those not yet referred.</p>	<p>Does not address the needs of students with special needs</p>	<p>Has an awareness of the full range of students identified as special needs students through data provided by the school, but does not adequately act on that knowledge.</p> <p>Attends required meetings with resource personnel and families, but may not effectively or consistently implement suggestions.</p> <p>Learns about district referral processes for students with special needs, but does not make adequate use of them.</p>	<p>Utilizes information on the full range of students identified with special need to assess strengths and competencies to provide appropriate challenge and accommodations in instruction.</p> <p>Communicates and cooperates regularly with resource personnel, para-educators and families as needed to ensure that student services are provided and progress is making in accessing appropriate content.</p> <p>Refers students as needed in a timely and appropriate manner, support with documented data over times, including interventions tried previous to referral</p>	<p>Guides and supports the full range of students with special needs to actively engage in assessing and monitoring their own strengths, learning needs and achievements in accessing content.</p> <p>Communicates and collaborates with resource personnel, para-educators, family, leadership, and students in creating a coordinated program to optimize success of the full range of students with special needs.</p> <p>Takes leadership at the site/district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.</p>

Standard 4: Planning Instruction

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.	Does not use knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.	Plans daily lessons using available curriculum and information from district and state required assessments, but does not sufficiently adapt to student needs Is aware of impact of bias on learning, but does not adequately apply this knowledge, or does not seek to learn about culturally responsive pedagogy.	Plans differentiated instruction based on knowledge on students' academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional, and physical development to meet their individual needs. Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students. Incorporates the examination of bias and stereotyping when planning lessons.
4.2 Establishing and articulating goals for student learning.	Does not establish or articulate goals for student learning.	Communicates learning objectives for single lessons to students based on content standards and available curriculum guidelines, but does not communicate larger learning goals. Does not sufficiently base learning goals on standards	Establishes and communicates to students clear learning goals for content that are accessible, challenging, and differentiated to address students' diverse learning needs. Students are able to articulate goals for the lesson	Establishes and articulates comprehensive short and long-term learning goals for students that are accessible, challenging, and differentiated to address students' diverse learning needs. Assists students to articulate and monitor learning goals. Students are able to articulate long term learning goals for unit and begin to monitor own learning goals as grade appropriate.

Standard 4: Planning Instruction

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.	Does not develop or sequence long-term and/or short-term instructional plans to support student learning.	Plans curriculum units that include a series of connected lessons and are linked (but not consistently) to long-term planning to support student learning.	Establishes short and long-term curriculum plans for subject matter concepts that reflect knowledge of the curriculum, content standards and assessed learning needs.	Utilizes extensive knowledge of the curriculum, content standards and assessed learning needs to design cohesive and comprehensive long and short-term instructional plans that reflect content learning progressions and student development.
4.4 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	Does not adapt instructional plans and curricular materials to meet the assessed learning needs of all students	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs	Adeptly adapts instructional plans using culturally responsive pedagogy and additional materials to support students' diverse learning needs.	Anticipates and plans for the necessary range of adaptations to lessons based on in-depth analysis of individual student needs. Engages with students to identify types of adjustments in instruction that best meet their learning needs.

Standard 5: Assessing Students for Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
5.1 Monitors student progress towards proficiency and mastery and adapts instruction in response to assessed needs	No evidence of monitoring student needs	Inconsistently monitors student progress and/or inconsistently adapts instruction in response to assessed needs	Consistently monitors student progress and adapts instruction in response to assessed needs.	Designs systems for monitoring progress and draws from an array of instructional strategies in response. Consults and collaborates with other teachers
5.2 Uses a variety of assessment techniques to evaluate student learning.	Does not use a variety of techniques to evaluate student learning.	Uses a limited variety of techniques to evaluate student learning.	Uses a variety of assessment techniques to evaluate students learning (effective use of questioning during class, test and quizzes, projects, student demonstrations, etc.)	Develops a wide variety of assessment techniques, including authentic and project based strategies, which engage students with different learning needs and which meaningfully reflect student progress.
5.3 Assessment tasks are based on instruction and learning objectives for the unit.	Insufficient connection between assessment tasks and instruction/learning objectives.	Moderate but incomplete/inconsistent connection between assessment tasks and instruction/learning objectives.	Assessment tasks are clearly based on instruction and learning objectives for the unit. Data collected is used to inform instruction.	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data to differentiate instruction for maximum academic success.

Standard 5: Assessing Students for Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
5.4 Maintains clear oral and written communication with students regarding high expectations, grades, and behavior.	No evidence of oral and written communication with students regarding high expectations, grades, and behavior.	Inconsistent/insufficient oral and written communication with students regarding high expectations, grades, and behavior.	Consistently provides clear oral and written communication with students regarding high expectations, grades, and behavior.	Facilitates student use of tools to monitor their progress in meeting high expectations, grades, and behavior
5.5 Provides meaningful and timely feedback to students and parents about performance on assignments and assessment tasks.	Does not regularly provide feedback about progress and performance to students and parents.	Provides occasional but insufficient feedback to students and parents and/or does not provide feedback in a timely manner.	Provides detailed and differentiated oral and/or written feedback to students and parents, responds to student and parent inquiries, and does both in a timely manner	In addition to oral and written feedback, provides differentiated personal attention for students at different levels to help each reach their fullest potential. Proactively utilizes technology for in-depth and ongoing communication.
5.6 Teaches students how to accurately self-assess and reflect upon their own learning at a developmentally appropriate level, set new goals and monitor progress	Does not engage students in reflection or self-assessment on their work.	Does not consistently use assessments to help students monitor, reflect, and understand individual achievement and progress toward goals.	Provides and models structures for self-evaluation/reflection, and uses scaffolding to support students in implementing the process. Develops a shared understanding with students of what they should know and be able to do. Has students regularly engage in self-assessment, goal setting, and monitoring progress.	Creates a classroom environment which develops students' meta-cognitive skills and self-reflection and goal setting, and which provides systematic opportunities to analyze and engage in these processes. May provide assessment to measure their progress

Standard 5: Assessing Students for Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
5.7 Employs a grading system that accurately reflects student learning, performance, and progress.	Grading system does not accurately reflect student learning, performance, and progress.	Grading system inadequately reflects student understanding, performance, progress, and learning. The criteria for determining proficiency is not clearly communicated.	Communicates clear criteria for proficiency on assignments (may include rubrics, exemplars, modeling, anecdotal records, etc.). Defines clear guidelines for how grades are determined/how standards are met. Grading system accurately reflects student learning, performance, and progress.	Facilitates collaborative work with colleagues in developing grading criteria (rubrics, exemplars, models, anecdotal records, etc.) that foster authentic student growth. Seeks opportunities to reflect with colleagues on calibration and/or parity and consistency in grading systems among classes.
5.8 Maintains accurate, detailed records of student performance	Does not maintain accurate, detailed records of student performance.	Maintains records of student performance but inconsistently or with inaccuracies and/or does not make them available as required by the District	Maintains accurate, detailed records of student performance and makes them available as required by the District.	Explores new options, including new technologies, for maintaining student performance records that are up-to-date, accurate, detailed, clear, and substantive.

Standard 5: Assessing Students for Learning

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
<p>5.9 Collaboratively administers, scores, reports (within the central district data system) and analyzes common/benchmark assessments according to mutually agreed upon standards and procedures.</p>	<p>Does not collaboratively administer, score, report and analyze common/benchmark assessments according to mutually agreed upon standards and procedures.</p>	<p>Lacks full participation in collaboratively administering, scoring, reporting, and analyzing common/benchmark assessments according to mutually agreed upon standards and procedures for all students.</p>	<p>Collaboratively administers, scores, reports and analyzes common/benchmark assessments according to mutually agreed upon standards and procedures for all students.</p>	<p>Facilitates collaborative assessment work and fosters colleagues' ability to identify and address underlying causes for achievement patterns and trends.</p> <p>Facilitates training for colleagues and provides support for ongoing problem solving.</p>

Albany Unified School District Standards for the Teaching Profession Rubric

Form B

Standard 6: Developing as a Professional Educator

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
6.1 Reflecting on teaching practice to set goals and plan professional development in support of student learning	<p>Does not engage in some reflection on elements of teaching (e.g., pacing, procedures, discipline, movement, materials, etc).</p> <p>Goals and plans are inadequate to support teacher growth.</p>	<p>Occasionally engages in reflection on teaching practice and is inconsistently focused on methods to support the full range of learners.</p> <p>May set limited goals but does not develop adequate plans to achieve them</p>	<p>Reflects on the relationship of teaching practice and student learning to guide professional goal setting.</p> <p>Aligns individual goals and professional development plans with school and district goals.</p>	<p>Systematically reflects on effectiveness of teaching practice, considering a variety of evidence, to set goals and plan professional development.</p> <p>Engages in and fosters reflection among colleagues for school- wide impact on student learning.</p>
6.2 Collaborating with colleagues and the broader professional community to support teacher and student learning	<p>Does not collaborate with colleagues and/or the broader professional community to support teacher and student learning.</p>	<p>Consults with colleagues to consider how best to support teacher and student learning, but does so inconsistently or does not adequately apply new strategies.</p> <p>Begins to identify how to access student and teacher resources in the broader professional community.</p>	<p>Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.</p> <p>Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.</p>	<p>Facilitate collaboration with colleagues to promote positive impact on instructional practice and student achievement at the site and district levels within the broader professional community.</p>

Albany Unified School District Standards for the Teaching Profession Rubric

Form B

Standard 6: Developing as a Professional Educator

Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
6.3 Working with families to support student learning.	Does not work with families to support student learning.	Acknowledges the importance of the family’s role in student learning but does not actively seek family involvement.	Encourages families to actively engage as partners in support of student learning in the classroom, school and at home.	Structures a wide range of opportunities for families to partner with the school in support of student learning.
		Seek pertinent information about families represented in the school but responds in a limited way.	Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools. Actively encourages family involvement at classroom and/or school events.	Engages families in responsive communications in a variety of ways. An intricate understanding of cultural norms modifies interactions in a positive way. Family involvement is warmly welcomed.
6.4 Managing professional responsibilities effectively.	Does not manage professional responsibilities adequately.	Maintains a minimum of professional responsibilities and sometimes seeks support as needed. At times has difficulties managing time and effort required to meet expectations.	Anticipates professional responsibilities and manages time and effort required to meet expectations.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively. Supports colleagues to maintain the motivation, resiliency and energy to ensure that all students achieve.

Standard 6: Developing as a Professional Educator

Standard	Standard Not Met	Standard Met	Standard Distinguished
<p>6.5 Demonstrating professional responsibility, integrity and ethical conduct</p>	<p>Does not follow all student education codes, legal requirements, district and site policies, contractual agreements and ethical responsibilities</p>	<p>Follows all state education codes, legal requirements, district and site policies, contractual agreements and ethical responsibilities.</p> <p>As follows:</p> <ul style="list-style-type: none"> • Takes responsibility for student academic learning outcomes. • Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students. • Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs. • Reports suspected cases of child abuse and/or neglect as outlined in California Child Abuse and Neglect Reporting Act. Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment. • Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior. • Complies with legal and professional obligations to protect the privacy, health and safety of students, families, and other school professionals. • Models appropriate behavior for students, colleagues, and the profession. • Acts in accordance with ethical consideration for students. • Maintains professional conduct and integrity in the classroom and school community 	<p>Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.</p> <p>Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication.</p> <p>Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.</p>

Albany Unified School District
Teacher Self Assessment Summary

Form C

Name: _____ **Date:** _____

Unit member will reflect on and complete all 6 standards on form. Evaluatee and Evaluator will mutually agree on 2 standards to focus on for observations.

Focus	Strengths	Standard	Areas for Growth
		CSTP 1 Engaging and Supporting All Students in Learning	
		CSTP 2 Creating and Maintaining an Effective Environment for Student Learning	
		CSTP 3 Understanding and Organizing Subject Matter For student learning	
		CSTP 4 Planning Instruction and Designing Learning Experiences For all students	
		CSTP 5 Assessing Students for Learning	
		CSTP 6 Developing as a Professional Educator	

Albany Unified School District
Lesson Description

Form D.1

Name

Observation Date

CSTP Standards Focus areas from Form C

This form will be the basis for the observation. Please submit to your administrator at least one day prior to the observation.

A. LEARNING

Purpose/goals of the lesson? What do you intend for students to learn? Cite specific benchmarks/standards.

In what ways are these goals /benchmarks/standards important to students?

How does the content of this lesson build on what the students have already learned?

How do these goals/benchmarks/standards relate to what you plan to do in future lessons?

B. INSTRUCTIONAL STRATEGIES

What instructional strategies will you use for this lesson? Why?

Albany Unified School District
Lesson Description

Form D.1

C. STUDENT ACTIVITIES

1. (Anticipatory set, instruction, guided practice, independent review)

Activities

Approximate Time Allocation

D. ASSESSMENT

1. How will you assess (informally/formally) whether the students have achieved the learning goals?

2. How will you build reteaching or intervention strategies into the lesson for those students who are struggling?

3. What extension opportunities will you build into the lesson for students who need to go beyond?

E. MATERIAL AND RESOURCES

What instructional materials and resources will you use?

F. EVALUATOR

Is there something that you want the evaluator to look for during the observation?

Albany Unified School District
Evaluation Project Description

Form D.2

Name

Date

This form will be the basis for the review of the project. Please submit to your administrator at least one day prior to the pre-project conference.

CSTP Standards Focus areas from Form C (or for counselors ASCA Standards focus areas)

-
-
1. Identification Of Problem/Formulate A Questions/Select An Area Of Focus
Why did you select this problem/focus?

 2. Analysis Of Relevant Factors
 - a. Describe the factors that will be analyzed

 - b. Describe the method for analyzing

 3. Proposed Project Plan - Design Instruction and/or Research that is Relevant to the Question or Focus

 4. Identify Informal Data/Evidence that will be Collected and Analyzed

Evaluator's Signature

Date

Albany Unified School District Classroom Observation Report

Form E

Name:	School:	
School Year:	Observer:	
Status: <input type="checkbox"/> First Year Probationary <input type="checkbox"/> Second Year Probationary <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Temporary Teacher		
Pre-Observation Conference: Date:	Observation: 1 or 2 Date:	Post-Observation Conference: Date:

1: Engaging and supporting all students in learning	Commendations & Recommendations Supporting Evidence
1.1 Using knowledge of students to engage them in learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.2 Connecting learning to students' prior knowledge, culture, backgrounds, life experiences and interests <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.3 Connecting subject matter to meaningful, and real-life contexts <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.5 Promoting critical thinking through inquiry, problem solving, and reflection <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.6 Monitoring student learning and adjusting instruction while teaching <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2: Creating and maintaining effective environments for student learning	
2.1 Models and communicates expectations for fair and respectful behavior <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.2 Creates learning environment that promotes student learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.3 Establishing and maintaining a safe environment <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.4 Creating a rigorous learning environment with high expectations <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.5 Developing high standards for individual and group behavior <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.6 Employing classroom routines <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.7 Using instructional time to optimize learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	

Albany Unified School District
Classroom Observation Report

Form E

3: Understanding and organizing subject for student learning
3.1 Demonstrating knowledge of subject matter academic content standards <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
3.2 Applying knowledge of student development and proficiencies <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
3.3 Organizing curriculum to facilitate understanding of subject matter <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
3.4 Utilizing instructional strategies appropriate to subject matter <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
3.5 Using and adapting standards aligned materials, resources, and technologies to make subject matter accessible to students <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
3.6 (a) Addressing the needs of English Learner to provide equitable access to content <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
3.6 (b) Addressing the needs of students with special needs to provide equitable access to content. <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
4: Planning instruction
4.1 Using knowledge of students' academic readiness, cultural background and development to plan instruction <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
4.2 Establishing and articulating goals for student learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
4.3 Developing and sequencing long and short term instructional plans to support student learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
4.4 Adapting instructional plans and curricular materials to meet assessed learning needs of all students <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5: Assessing student learning
5.1 Monitors student progress and adapts instruction in response to assessments <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.2 Uses a variety of assessment techniques to evaluate student learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.3 Assessment tasks based on instruction and learning objectives <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.4 Maintains clear communication with students regarding expectations <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.5 Provides feedback to students and parents about performance <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.6 Teaches students how to self-assess and reflect on own learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.7 Employs a grading system that accurately reflects student progress <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.8 Maintains accurate, detailed records of student performance <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
5.9 Collaboratively administers, scores, reports and analyzes common/benchmark assessments <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*

Albany Unified School District Classroom Observation Report

Form E

6: Developing as a Professional Educator
6.1 Reflecting on teaching practice to set goals and plan professional development <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
6.2 Collaborating with others to support teacher and student learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
6.3 Working with families to support student learning <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
6.4 Managing professional responsibilities effectively <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*
6.5 Demonstrating professional responsibility, integrity and ethical conduct <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*

* Not Observed does not imply that the unit member did not meet the standard

Additional Information, evidence, comments, may include references to Standard 6)

It is understood that in signing the Observation Report, the unit member acknowledges having seen and/or discussed the report. The unit member's signature does not necessarily imply agreement with the conclusions of the evaluator. The unit member has the right to attach to this document any signed, written comments or reflections about the evaluation. This document with any attachments will be placed in the unit members' personnel file.

Date of Post Conference _____

Teacher's Signature _____

Evaluator's Signature _____

Albany Unified School District
Evaluation Project Report

Form E.2A

Due: April 10

Please use the following format to report on the results of your evaluation project. It might help to think in the following terms: What did you learn? How did this inform your teaching/working practice?

- 1. Overview** - Summarize your question or focus. Describe how you went about investigating your question or area of focus.
- 2. Methods** - Give a somewhat detailed description of how you designed solutions to address your question or area of focus and how you collected evidence about its effectiveness. It will be helpful to include samples of the evidence you collected whether it's a survey, notes from focus groups, copies of student work, or whatever.
- 3. Findings and Analysis** - Here's where you report on the informal data you collected, interpret it and make inferences in terms of student learning/growth and your practice.
- 4. Outcome/Self-reflection** - Your focus should be about what you learned and how will that learning affect your teaching/working practice?

Albany Unified School District
Evaluation Project Report

Form E.2B

Name:	School:	
School Year:	Observer:	
Status: <input type="checkbox"/> First Year Probationary <input type="checkbox"/> Second Year Probationary <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Temporary Teacher		
Pre-Observation Conference: Date:	Observation: 1 or 2 Date:	Post-Observation Conference: Date:

	Commendations & Recommendations Supporting Evidence
<ol style="list-style-type: none"> 1. Overview - Summarize your question or focus. Describe how you went about investigating your question or area of focus. 2. Methods - Give a somewhat detailed description of how your designed solutions to address your question or area of focus and how you collected evidence about its effectiveness. It will be helpful to include samples of the evidence you collected whether it's a survey, notes from focus groups, copies of student work, or whatever. 3. Findings and Analysis - Here's where you report on the informal data you collected, interpret it and make inferences in terms of student learning/growth and your practice. 4. Outcome/Self-reflection - Your focus should be about what you learned and how will that learning affect your teaching/working practice? 	

Albany Unified School District
Evaluation Project Report

Form E.2B

Additional Information, evidence, comments, may include references to Standard 6)

It is understood that in signing the Observation Report, the unit member acknowledges having seen and/or discussed the report. The unit member's signature does not necessarily imply agreement with the conclusions of the evaluator. The unit member has the right to attach to this document any signed, written comments or reflections about the evaluation. This document with any attachments will be placed in the unit members' personnel file.

Date of Post Conference

Teacher's Signature _____

Evaluator's Signature _____

Albany Unified School District
Certificated Employee Assistance Program (CEAP) Improvement Plan Form G

Name:

School:

Date:

School Year:

Grade Level/Subjects Taught:

Standards/Areas of Focus to
be Assisted Based on
Evaluation Rubric

Specific
Recommendations/District
Support for Improvement and
Designated Responsibility for
Both Evaluator and Evaluatee
(District support may include
various resources such as
peer coaching, peer
observation, workshops, etc.,
as determined by mutual
agreement between the
evaluator and the unit
member)

Timeline
(Include mid-plan meeting
times to discuss progress)

Unit Member's Signature _____ **Date** _____

Evaluator's Signature _____ **Date** _____

Albany Unified School District
Agreement to Five Year Evaluation Interval

Form H

Pursuant to Article 23.1.11 of the Collective Bargaining Agreement, the Parties agree that _____ will be evaluated every five years. Per section 23.1.11, the unit member or the District may withdraw consent to this agreement at any time. This does not preclude normal ongoing supervision. The next evaluation will take place during the _____ school year.

Unit Member (Please print): _____

Signature: _____ Date: _____

Evaluator (Please print): _____

Signature: _____ Date: _____

Counselor Evaluation Albany Unified School District

EXHIBIT N - COUNSELOR EVALUATION FORMS

The AUSD Counselor evaluation system is based on the American School Counselor Association's National Model. It is also designed to parallel the teacher evaluation system within the AUSD.

The ASCA model is centered on four quadrants – Accountability, Delivery System, Foundation, and Management System – each of which is described by a set of standards. It is those quadrants and standards that are the focus of the evidence-gathering procedures that lead to the counselor evaluation. The procedures to be used during this first pilot year are as follows:

1. The counselor reviews the four quadrants and associated standards (see Form A), reflecting upon his own practice, focusing on areas of strength and growth. The rubric in Form B serves as a guide to that reflection.
2. Those reflections are recorded on Form C which serves as the basis for discussions between the counselor and evaluator.
3. Evidence-gathering is a central feature of this process. Evidence of counselor proficiency with the standards is to be gathered through two major paths – direct observation and action research - Action Research Plan, Form D
 - a. Direct observation can include leadership in meetings such as an SST, a parent-teacher-student conference, a 504, or presentations such as classroom presentations or parent events.
 - b. Action research typically is part of program evaluation or the introduction of a new procedure or intervention. It would include identification of a problem, analysis of relevant factors, design and implementation of a solution, collection/evaluation of effectiveness data, and suggestions for improvement.
4. The counselor and evaluator should agree upon two quadrants of focus for the evaluation. Evidence will be presented and evaluated for all standards within each quadrant. Evidence will be recorded on Form E along with ratings for each standard. The timeline for the two evaluation incidences will be the same as for teacher observations.
5. The final evaluation (Form F) will be conducted on the same timeline as the teacher evaluation.
6. When the final overall evaluation rating for Tenured Counselor is unsatisfactory, the evaluator will provide a written assistance plan for remediation. (Form G)

Counselor Evaluation
Albany Unified School District

Form A

ASCA National Model – Quadrants and Standards



Quadrant 1: Foundation (Professional Responsibility)

1. Demonstrates personal integrity and maintains professional and ethical standards
2. Supports district, department and school mission and vision
3. Fulfills department responsibilities and expectations
4. Demonstrates effective interpersonal skills/relationships

Quadrant 2: Delivery System

1. Implements the guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students
2. Implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans
3. Implements the responsive services component through the effective use of individual and small group counseling, consultation and referral skills
4. Implements the system support component through effective guidance program management and support for other educational programs

Quadrant 3: Management System

1. Discusses the counseling department management system (use of calendars, use of data, action plans) with the school administrator
2. Implements a yearly calendar of counseling services to have an efficiently run program

Quadrant 4: Accountability

1. Knows how to use data as a guide to program direction and emphasis
2. Has developed a results evaluation for the program
3. Conducts a yearly program audit

Counselor Evaluation
Albany Unified School District

Form B

Foundation (Professional Responsibility) ASCA Quadrant 1				
Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
A. Demonstrates personal integrity and maintains professional and ethical standards	Rarely demonstrates exceptional personal integrity or maintains high professional and ethical standards.	Inconsistently demonstrates exceptional personal integrity or maintains high professional and ethical standards.	Consistently demonstrates exceptional personal integrity and maintains high professional and ethical standards.	Always demonstrates exceptional personal integrity and maintains high professional and ethical standards.
B. Supports district, department and school mission and vision	Does not display support for district, department and school mission and vision.	Intermittently supports district, department and school mission and vision.	Regularly supports district, department and school mission and vision.	Proactively supports district, department and school mission and vision.
C. Fulfills department responsibilities and expectations	Does not fulfill departmental responsibilities and expectations.	Sometimes meets departmental responsibilities and expectations.	Consistently fulfills departmental responsibilities and expectations.	Consistently exceeds departmental responsibilities and expectations.
D. Demonstrates effective interpersonal skills/relationships	Rarely demonstrates effective interpersonal skills and relationships.	Sometimes demonstrates effective interpersonal skills and relationships.	Usually demonstrates effective interpersonal skills and relationships.	Consistently demonstrates effective interpersonal skills and relationships.

Counselor Evaluation
Albany Unified School District

Form B

Delivery System (Direct Service/Instructional Support)				
ASCA Quadrant 2				
Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
A. Implements the guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions	Inadequately designs and implements a developmental guidance program that reaches all students through the use of effective instructional skills and careful planning of structured group sessions.	Adequately designs and implements a developmental guidance program that reaches all students through the use of effective instructional skills and careful planning of structured group sessions.	Consistently designs and implements a developmental guidance program that reaches all students through the use of effective instructional skills and careful planning of structured group sessions.	Always designs and implements a developmental guidance program that reaches all students through the use of effective instructional skills and careful planning of structured group sessions.
B. Implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans	Rarely assists students and their parents in the individual student planning of personal, academic and career goals that are reviewed and updated on a continuing basis.	Adequately assists students and their parents in the individual student planning of personal, academic and career goals that are reviewed and updated on a continuing basis.	Effectively assists students and their parents in the individual student planning of personal, academic and career goals that are reviewed and updated on a continuing basis.	Proactively assists students and their parents in the individual student planning of personal, academic and career goals that are reviewed and updated on a continuing basis.
C. Implements the responsive services component through the effective use of individual and small group counseling, consultation and referral skills	Ineffectively provides responsive student services through highly effective use of individual and small group counseling, consultation and referrals.	Provides responsive student services through effective use of individual and small group counseling, consultation and referrals.	Actively implements responsive student services through highly effective use of individual and small group counseling, consultation and referrals.	Routinely implements responsive student services through highly effective use of individual and small group counseling, consultation and referrals.

Counselor Evaluation
Albany Unified School District

Form B

D. Implements the system support component through effective guidance program management and support for other educational programs	Fails to implement and update system support by initiating and supporting professional development, consultation, collaboration and teaming with staff, parents/guardians and community members.	Occasionally implements and updates system support by initiating and supporting professional development, consultation, collaboration and teaming with staff, parents/guardians and community members.	Frequently implements and updates system support by initiating and supporting professional development, consultation, collaboration and teaming with staff, parents/guardians and community members.	Continuously implements and updates system support by initiating and supporting professional development, consultation, collaboration and teaming with staff, parents/guardians and community members.
---	--	--	--	--

Counselor Evaluation
Albany Unified School District

Form B

Management System (Program and Planning) ASCA Quadrant 3				
Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
A. Discusses the counseling department management system (use of calendars, use of data, action plans) with the school administrator	Rarely discusses counseling department management system (use of calendars, use of data, action plans) with school administrator.	Occasionally discusses the counseling department management system (use of calendars, use of data, action plans) with school administrator in regards to the counseling responsibilities and results to be obtained during the school year.	Consistently discusses the counseling department management system (use of calendars, use of data, action plans) with school administrator to ensure agreement of counseling responsibilities and results to be obtained during the school year.	Proactively and effectively discusses the counseling department management system (use of calendars, use of data, action plans) with school administrator to ensure agreement of counseling responsibilities and results to be obtained during the school year.
B. Implements a yearly calendar of counseling services to have an efficiently run program	Does not implement and/or distribute a yearly calendar of counseling services.	Occasionally implements and distributes a yearly calendar of counseling services reflecting the time spent in the four areas of the delivery system as outlined by ASCA.	Consistently implements and distributes a yearly calendar of counseling services which reflects a balance in the four areas of the delivery system as outlined by ASCA.	Effectively and consistently implements and distributes a yearly calendar of counseling services which reflects a balance in the four areas of the delivery system as outlined by ASCA.

Counselor Evaluation
Albany Unified School District

Form B

Accountability (Program Assessment) ASCA Quadrant 4				
Standard	Standard Not Met	Standard Approached	Standard Met	Standard Distinguished
A. Knows how to use data as a guide to program direction and emphasis	Rarely uses and accurately interprets a variety of data to evaluate and guide program direction and emphasis.	Sometimes uses and accurately interprets a variety of data to evaluate and guide program direction and emphasis.	Regularly uses and accurately interprets a variety of data to evaluate and guide program direction and emphasis.	Purposefully uses and accurately interprets a variety of data to evaluate and guide program direction and emphasis.
B. Has developed a results evaluation for the program	Shows minimal effort to collect data and integrate assessment results to influence planning and interventions.	Attempts to collect data and integrate assessment results to influence planning and interventions.	Often collects data and integrates assessment results to influence planning and interventions.	Continually collects data and integrates assessment results to influence planning and interventions.
C. Conducts a yearly program audit	Does not connect program audit results to ensure alignment with standards.	Intermittently applies program audit results to ensure alignment with standards.	Applies program audit results to ensure alignment with standards.	Proactively applies program audit results to ensure alignment with standards.

**Counselor Evaluation
Albany Unified School District**

Form C

COUNSELOR SELF ASSESSMENT SUMMARY

Name: _____ **Date:** _____

Focus	Strengths	Quadrant	Areas for growth
		1. Foundation (Professional Responsibility)	
		2. Delivery System (Direct Service/ Instructional Support)	
		3. Management System (Program and Planning)	
		4. Accountability (Program Assessment)	

Counselor Evaluation
Albany Unified School District

Form D

Counselors
ACTION RESEARCH PLAN

Name

Observation Date

ASCA Standards Focus areas from Form C

This form will be the basis for the observation. Please submit to your administrator at least one day prior to the observation.

1. IDENTIFICATION OF PROBLEM

- a. How was the problem brought to your attention
- b. Describe the problem

2. ANALYSIS OF RELEVANT FACTORS

- a. Describe the factors that will be analyzed
- b. Describe the method for analyzing

3. DESIGN AND IMPLEMENTATION OF A SOLUTION

4. COLLECTION/EVALUATION OF EFFECTIVENESS OF DATA

5. SUGGESTIONS FOR IMPROVEMENT

6. EVALUATOR

7. Is there something that you want the evaluator to look for during the observation?

**Counselor Evaluation
Albany Unified School District**

Form E

Counselor Observation/Action Plan Report

Name:		School: Albany High School	
School Year:		Evaluator:	
Status: <input type="checkbox"/> First Year Probationary <input type="checkbox"/> Second Year Probationary <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary			
Pre-Observation/Action Plan Conference: Date:	Circle one: Observation Action Plan Date:	Post-Observation/Action Plan Conference: Date:	

1: Foundation (Professional Responsibility)	Commendations & Recommendations Supporting Evidence
1.1 Demonstrates personal integrity and maintains professional and ethical standards <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.2 Supports district, department and school mission and vision <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.3 Fulfills department responsibilities and expectations <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
1.4 Demonstrates effective interpersonal skills/relationships <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2: Delivery system	
2.1 Implements the guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.2 Implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.3 Implements the responsive services component through the effective use of individual and small group counseling, consultation and referral skills <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
2.4 Implements the system support component through effective guidance program management and support for other educational programs <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
3: Management system	

**Counselor Evaluation
Albany Unified School District**

Form E

3.1 Discusses the counseling department management system (use of calendars, use of data, action plans) with the school administrator <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
3.2 Implements a yearly calendar of counseling services to have an efficiently run program <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
4: Accountability	
4.1 Knows how to use data as a guide to program direction and emphasis <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
4.2 Has developed a results evaluation for the program <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
4.3 Conducts a yearly program audit <input type="checkbox"/> Standard Not Met <input type="checkbox"/> Standard Approached <input type="checkbox"/> Standard Met <input type="checkbox"/> Standard Distinguished <input type="checkbox"/> Not Observed*	
Additional Information/Comments	

It is understood that in signing the Observation Report, the counselor acknowledges having seen and/or discussed the report. The counselor's signature does not necessarily imply agreement with the conclusions of the evaluator. The counselor has the right to attach to this document any signed, written comments or reflections about the evaluation. This document with any attachments will be placed in the counselor's personnel file.

Counselor's Signature _____

Evaluator's Signature _____

**Counselor Evaluation
Albany Unified School District**

Form F

Final Evaluation Report

Name:		School:	
Status: <input type="checkbox"/> First Year Probationary <input type="checkbox"/> Second Year Probationary <input type="checkbox"/> Permanent <input type="checkbox"/> Intern Counselor <input type="checkbox"/> Temporary Counselor <input type="checkbox"/> Emergency Counselor			
School Year:		Evaluator:	
Pre-Observation Conf. Dates:	Dates of Observations:	Post-Observation Conf. Dates:	
Commendations:			

Areas of Growth:	
OVERALL EVALUATION RATING: ____ Standards Met ____ Standards Not Met/Unsatisfactory (Permanent unit members will automatically receive a Certificated Employee Assistance Program (CEAP) referral-See Form G. Temporary and Probationary may be referred to CEAP)	NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

Counselor's Signature

Date

Evaluator Signature

Date

**Counselor Evaluation
Albany Unified School District**

Form G

Counselor Certificated Employee Assistance Plan

Name:		School:	
School Year: 20__ to 20__	Grade Span		Date:
Standards/Areas of Focus to be Assisted Based on Evaluation Rubric	Specific Recommendations/District Support for Improvement and Designated Responsibility for Both Evaluator and Evaluatee (District support may include various resources such as peer coaching, peer observation, workshops, etc., as determined by mutual agreement between the evaluator and the unit member)		Timeline (Include mid-plan meeting times to discuss progress)

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

Teacher's Signature _____

Evaluator's Signature _____

Date _____

Date _____

EXHIBIT O - DOMESTIC PARTNER AFFIDAVIT

Instructions: In order for a domestic partner to receive any benefit provided for in the contract between the Albany Teacher's 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 the State.

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

This is to certify that I, _____ and my domestic partner _____ are registered with the Secretary of State of California as domestic partners. Furthermore, we have read the requirements of the Albany Unit members' 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 P -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.

(Signature)

(Date)

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 Q - SIDE LETTERS LISTING

DATE

ISSUE/TOPIC

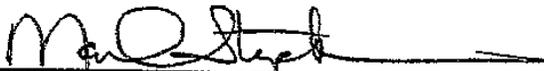
7/16/08

Hours Of Employment—Graduation Ceremony

Side Letter of Agreement
Between
Albany Teachers Association
And the
Albany Unified School District

Article 16 Hours of Employment
Article 16.4 Professional Duties

At Albany High School, Teachers will attend the year-end graduation ceremony instead of Open House.



District Representative

7/16/08

Date



Albany Teachers Association Representative

7/15/08

Date

EXHIBIT R – MEMORADUM OF UNDERSTANDING LISTING

<u>Date</u>	<u>Article</u>
9/20/18	Article 12: Health and Welfare Benefits
12/11/18	Article 25: Calendar
1/18/19	Article 25: Calendar
1/29/19	Article 13: Retirement Fringe Benefits

Memorandum of Understanding

The Albany Unified School District ("District") and the Albany Teachers Association ("ATA") agree to the following changes to Article 12 of the Agreement between the Parties:

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

12.3

Beginning January 1, 2019, 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 employee-only plan offered by CalPERS. An employee may choose any available CalPERS plan. Should an employee chose a single plan that is more than the cost of Kaiser employee-only plan, the District will provide the employee up to an additional \$225.00 per month towards its contribution. The employee shall pay for any cost of the plan that exceeds the District's contribution.

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.

12.3.1 The Association recognizes and will communicate to its members that any increase to the General Fund will first be used to pay for any increased cost the District may incur in meeting its obligation under 12.3 before negotiations on salary or other cost items.

The Parties agree that there are no additional changes to Article 12.

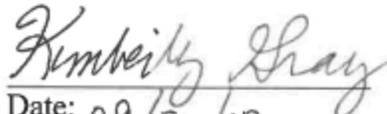
Albany Unified School District

Albany Teachers Association



Date: 09/20/18

257-1/4333235.1



Date: 09/20/18

Memorandum of Understanding

The Albany Unified School District ("District") and the Albany Teachers Association ("ATA") agree to the following terms:

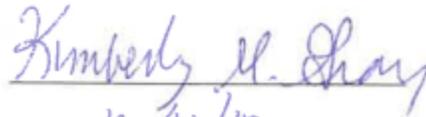
1. The calendar committee will meet within 30 days after the date the School Board approves the temporary housing plan for Ocean View.
2. The calendar committee will study the impact of the proposed construction at the elementary sites including, but not limited to, the use of classroom space for before and after school programs, beginning and end times for the school day during construction at specific school sites.
3. The findings and recommendations of this calendar committee will be negotiated before implementation. Any work of the committee will not impact the agreed-to calendar between the District and ATA.
4. Each party will have no more than three (3) representatives on this calendar committee. If a party wishes to bring an expert to a meeting, this person will need to be agreed-to by all members of the committee.
5. This agreement sunsets June 30, 2019.

District



Date: 12/11/2018

ATA



Date: 12/11/18

**Memorandum of Understanding
Between Albany Unified School District
and
Albany Teachers Association
Regarding Calendar Amendments**

This Memorandum of Understanding ("MOU") is entered into this January 15, 2019, by and between Albany Unified School District ("District") and Albany Teachers Association ("ATA") (collectively referred to herein as the "Parties") regarding changes to the 2019-2020 school year calendar.

WHEREAS, Parties have previously agreed upon the 2019-2020 calendar;

WHEREAS, Parties recognize a clerical error in the calendar which incorrectly lists the dates of the three-day Thanksgiving holiday;

WHEREAS, Parties also wish to use this opportunity to amend the calendar to convert the entire week on which Thanksgiving falls as a holiday;

IT IS THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. The Parties agree ATA members shall observe the entire week of November 25, 2019 through November 29, 2019 as holidays.
2. In consideration, the Parties agree to add two work days to the beginning of the 2019-2020 school year such that ATA members shall report to work on August 21, 2019 and students shall report to school on August 23, 2019.
3. The Parties also agree the holidays incorrectly recorded in the prior calendar as Thanksgiving (November 20-22, 2019) shall now be regular work days.
4. This MOU shall become effective on the date of its execution and approval by each party and upon Board approval.

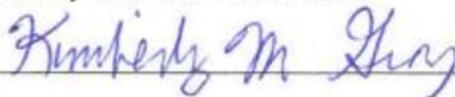
Agreed:

Albany Unified School District



1/18/2019
Date

Albany Teachers Association



01/18/19
Date

**Memorandum of Understanding
Between Albany Unified School District
and
Albany Educators Association
Regarding Supplemental Employee Retirement Plan (SERP)**

This Memorandum of Understanding (“MOU”) is entered into this January 29, 2019, by and between Albany Unified School District (“District”) and Albany Teachers Association (“ATA”) (collectively referred to herein as the “Parties”) regarding temporary changes to the 2016-2019 collective bargaining agreement between the Parties.

WHEREAS, the District is considering offering a Supplemental Employee Retirement Plan (SERP) to eligible employees;

WHEREAS, the SERP shall include Retirement Fringe Benefits as outlined in Article 13;

WHEREAS, the Parties wish to expand temporarily the pool of employees eligible for the SERP;

WHEREAS, Article 13.2.2 limits employees eligible for Retirement Fringe Benefits to those who intend to immediately retire into the State Unit members’ Retirement System (STRS) or Public Employees Retirement System (PERS);

IT IS THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. The Parties agree to disregard Article 13.2.2 as a requirement for any ATA unit member who participates in the SERP and elects for Retirement Fringe Benefits pursuant to Article 13.
2. For any ATA unit members who separates but does not retire into STRS or PERS, they may receive the Retirement Fringe Benefits outlined in Article 13 for up to five (5) years or until they reach age 65, whichever occurs first.
3. This MOU shall apply to any ATA unit members who separate between the effective date of this MOU and March 5, 2019.
4. After March 5, 2019, this MOU shall expire and Article 13.2.2 shall go back into effect. However, this MOU shall remain effective for any ATA unit members who separated during the period specified in Paragraph 2 above.
5. This MOU shall become effective on the date of its execution and approval by each party and the District's governing board.

EXHIBIT S – WORKING CONDITIONS FORMS

Forms Pending