



AGREEMENT

BY AND BETWEEN THE

**ALAMEDA COUNTY
SUPERINTENDENT OF SCHOOLS**

AND THE

**ALAMEDA COUNTY
CURRICULUM ASSOCIATION**

ALAMEDA COUNTY OFFICE OF EDUCATION

Sheila Jordan, Superintendent

313 West Winton Avenue • Hayward, CA 94544-1136

July 1, 2009 - June 30, 2012

CONTENTS

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	PAGES		PAGES
ARTICLE I		ARTICLE XXI	
AGREEMENT	1	BEREAVEMENT LEAVE	17
ARTICLE II		ARTICLE XXII	
RECOGNITION	1	SPECIAL LEAVE	17
ARTICLE III		ARTICLE XXIII	
BOARD AND SUPERINTENDENT RIGHTS	1	INDUSTRIAL ACCIDENT OR ILLNESS LEAVE	17
ARTICLE IV		ARTICLE XXIV	
ASSOCIATION RIGHTS	2	SICK LEAVE	18
ARTICLE V		ARTICLE XXV	
WORK STOPPAGE AND LOCKOUT	3	PERSONAL NECESSITY LEAVE	19
ARTICLE VI		ARTICLE XXVI	
NEGOTIATION PROCEDURES	3	ENTITLEMENT TO OTHER SICK LEAVE	19
ARTICLE VII		ARTICLE XXVII	
GRIEVANCE PROCEDURE	4	IN-SERVICE LEAVE	20
ARTICLE VIII		ARTICLE XXVIII	
WORK YEAR, WORK SCHEDULE, WORKLOAD, AND WORK PLAN	7	LONG-TERM PROFESSIONAL GROWTH (SABBATICAL) LEAVE	21
ARTICLE IX		ARTICLE XXIX	
EVALUATION	9	LEAVE OF ABSENCE WITHOUT PAY	22
ARTICLE X		ARTICLE XXX	
PERSONNEL FILES	9	COMMUNITY SERVICE LEAVE	22
ARTICLE XI		ADOPTION SIGNATURES	23
COORDINATOR/SPECIALIST	10		
ARTICLE XII		APPENDIX A	
ASSIGNMENT, REASSIGNMENT, AND TRANSFER	11	ACCA Grievance Form – Step 1	24
ARTICLE XIII		APPENDIX B	
PROMOTION AND DEMOTION	12	ACCA Grievance Form – Step 2	25
ARTICLE XIV		APPENDIX C	
CONSULTATION	12	2011-12 Calendar	26
ARTICLE XV		APPENDIX D	
WORKING ENVIRONMENT	13	Military and Veterans Code	27
ARTICLE XVI		APPENDIX E	
SALARIES	14	California Education Code 45059	28
ARTICLE XVII		APPENDIX F	
MEMBER BENEFITS	15	California Education Code 44984	29
ARTICLE XVIII		APPENDIX G	
AUTHORIZED REIMBURSEMENTS	16	Request/Explanation for Personal Necessity Leave	30
ARTICLE XIX		APPENDIX H	
MILITARY LEAVE	16	ACCA 2005-06 Salary Schedule	31
ARTICLE XX		APPENDIX I-1, I-2, I-3, I-4	
JURY DUTY	16	Procedures for Advancement of Specialist to Coordinator	32

ARTICLE I
AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Alameda County Curriculum Association (Association) and the Alameda County Superintendent of Schools as reviewed by the Alameda County Board of Education.
2. The Association and the Superintendent agree that this Agreement covers all matters relating to wages, hours, and all other terms and conditions of employment and that during the term of this Agreement, neither the Superintendent nor the Association will be required to meet and negotiate on any matters further affecting these or any other subjects except specifically provided in this Agreement.
3. The term of this Agreement between the Superintendent and the Association is from July 1, 2009 through June 30, 2012.
4. For the 2010-11 and the 2011-12 work year, no articles in this contract will be opened.
5. If any provision of this Agreement or any application of the Agreement to any member or group of members should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the California Department of Education, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE II
RECOGNITION

The Superintendent recognizes the Association as the exclusive representative of all Specialist/Coordinator employees of the Superintendent excluding all of the following: Teachers, Management, Confidential, and Supervisory employees as defined in the Act; those persons paid as substitute, summer school, and hourly employees.

ARTICLE III
BOARD AND SUPERINTENDENT RIGHTS

1. The Association recognizes that the Board and Superintendent have the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the Office to the full extent authorized by law.
2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and Superintendent, and the adoption of such rules, regulations, and policies as they may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

1. The Association and its members shall have the right to make use of Office facilities, upon approval of the Superintendent or his designated representative, on the same basis, and subject to the same rules and regulations as other private individuals or entities.
2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, which shall be provided by the Association. In addition, the Association may post notices on employee bulletin boards, which may be installed by the Superintendent.
3. The Association shall have the right to use the internal mail system and other communication systems of the Office subject to reasonable regulations, for the purpose of communication with members of the unit.
4. Authorized representatives shall be permitted to transact official Association business on Office property provided that instruction is not disrupted.
5. Each member of the unit shall either (1) join the Association and pay all required dues and fees, or (2) pay the Association a negotiation fee equal to the Association's dues and fees, or (3) remit to the Association an amount equal to the Association's dues and fees to be contributed to a non-religious, charitable organization designated by the individual unit member. The Association shall adopt a dues and fee schedule and notify all members and the Office of that schedule on or before July 1 of each year.
6. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent an assignment authorizing deduction of membership dues or general assessment as described in Section 5 in this article. Such authorization shall continue in effect from year to year unless revoked in writing within thirty (30) days of the termination of this contract. Pursuant to such authorization, the Superintendent shall deduct one-twelfth (1/12) of such dues from the employee's regular salary check each month for twelve (12) months beginning July 1, 1983 and thereafter.
7. The Association, and not the Superintendent, shall be responsible for requiring employees to fulfill their obligations under Section 6 in this Article.
8. The Association shall indemnify and hold harmless the Superintendent, his officers, agents, and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorney's fees, causes of action, liability, and proceedings of any nature arising out of or related in any way to the provisions of this Article, except in cases of Office errors.
9. Within a reasonable time after the execution of this Agreement, the Superintendent shall provide, without charge, one (1) copy of this Agreement to each member. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Superintendent, without charge, at the time of employment.
10. The Superintendent shall promptly notify the Association in writing of the employment of a new member of the bargaining unit.
11. The Superintendent shall periodically provide the Association with a list of unit members including salary schedule placement.

ARTICLE V
WORK STOPPAGE AND LOCKOUT

1. During the term of this Agreement, the Association and all members shall not encourage, cause, engage in, or sanction any strike, slowdown, willful absence from assigned work station, picketing, or other public demonstration nor shall any member abstain in whole or in part from the full, faithful, and proper performance of all duties and responsibilities of employment. Any employee participating in the activities prohibited by this Article is subject to disciplinary action.
2. During the term of this Agreement, the Superintendent shall not institute a lockout of members of any other unit engaging in a work stoppage or lockout.
3. Members of this unit shall not be assigned to perform the duties of members of any other unit engaging in a work stoppage.

ARTICLE VI
NEGOTIATION PROCEDURES

1. Not later than January 10 of the calendar year in which this Agreement expires, the Superintendent and the Association shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them.
2. Either party may use the services of outside consultants to assist in the negotiations.
3. Negotiations shall take place at mutually agreed times and places, provided that meetings shall be held within five (5) days of receipt of a written request.
4. The Association shall designate its representatives to the negotiation process. Such representatives shall receive release time up to one hundred fifty (150) hours collectively without loss of compensation to meet and negotiate. Subsequently, the Superintendent and the Association agree to schedule negotiation sessions on off-duty time.
5. The Superintendent shall furnish to the Association copies of specifically requested official county and state reports at no cost to the Association.

ARTICLE VII
GRIEVANCE PROCEDURE

1. An individual member may present said grievance to the Superintendent or his/her designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Superintendent or his/her designated representative shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting interpretation of the specific terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Procedure
 - A. Informal Step
 - (1) Within ten (10) days of the time a person knew, or reasonably should have known, of a violation of the terms and conditions of this Agreement, the aggrieved person will discuss the grievance with his/her immediate supervisor either directly or jointly with the Association's designated representative. Within five (5) days, the supervisor shall give his or her answer in writing to the member.
 - (2) For a new unit member, the ten (10) day period shall be extended to thirty (30) days if the alleged grievance occurs before the end of twenty (20) days of paid service.
 - (3) After twenty (20) days of paid service the new member shall follow procedures in Section 3.A.(1) of this Article.
 - B. Step One
 - (1) Within five (5) days of the answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant, and lodged with the supervisor on the form provided in Appendix A of this Agreement.
 - (2) The Statement of Grievance shall name the member involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the member and of the Association with respect to these provisions, and shall indicate the specific relief requested.
 - (3) Within five (5) days after receiving the grievance, the supervisor shall communicate his/her answer, in writing, to the grievant and the Association representative, if any.
 - C. Step Two
 - (1) If any grievance is not resolved in Step One, the grievant may, within ten (10) days of receipt of the supervisor's answer at Step One, submit to the Superintendent a written Statement of Grievance signed by the grievant (Appendix B). At the same time, a copy shall be given to the supervisor involved.
 - (2) The Superintendent or his/her designated representative shall give the grievant and the Association representative, if any, an answer in writing no later than ten (10) days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Association.
 - D. Step Three
 - (1) Within fifteen (15) days after receiving the decision of the Superintendent, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
 - (2) No later than fifteen (15) days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting. All those listed in Step Two shall have a right to participate in this last step.
 - (3) Within fifteen (15) days after the hearing, the Board shall communicate its decision in writing, and state their reasons, if requested, to the Association and the aggrieved member.
 - (4) Neither the Association nor the member may present any material, allegation, or remedy that was not presented in Step Two.

4. Appearance and Representation

- A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during non-work hours, unless there is mutual agreement to other arrangements which then shall include release time without loss of pay in order to permit participation.
- B. The Superintendent and the grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- C. If the grievance arises from an action of authority higher than the member's immediate supervisor, the member may present such grievance at Step Two of this procedure.

5. Time Limits

- A. The time limits specified at each level shall be maximums. The time limits may, however, be extended by mutual written agreement of the parties.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.
- D. 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 June 30, 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 so that the Board hearing described in Step Three shall be held on or prior to June 30, or as soon thereafter as practicable.

6. Member's Legal Rights

- A. Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws.
- B. No member may use the grievance procedure in any way to appeal discharge or a decision by the Superintendent not to renew his/her contract.
- C. No member shall use the grievance procedure to appeal any decision of the Superintendent, if such decision is required by a state or federal commissioner or agency.
- D. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

7. Arbitration

- A. Within twenty (20) days following receipt of the decision of the Board, the grievant or the Superintendent may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. The arbitrator shall be selected by the representatives of the Superintendent and the grievant by alternately striking one name from a list submitted by the American Arbitration Association. The party to first strike a name from the list shall be determined by lot.
- B. Powers of the Arbitrator — It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
 - (1) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) He/she shall have no power to establish salary schedules or change any salary figure thereon.
 - (3) He/she shall have no power to rule on any of the following:
 - (a) The termination of services of, or failure to reemploy, any member.
 - (b) Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law.
 - (c) Any matter involving the ultimate conclusion of the evaluator.
 - (4) He/she shall have no power to change any practice, policy, or rule of the Superintendent nor to substitute his/her judgment for that of the Superintendent as to the reasonableness of any such practice, policy, rule, or any action taken by the Superintendent unless such practice, policy, rule, or Superintendent action is an alleged violation of the specific terms of the Agreement.

- (5) He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Superintendent to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe such responsibilities except as they may be specifically qualified by this Agreement.
- (6) In the event that a matter is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (7) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent, the grievant, and the Association and will be final and binding upon the parties of this Agreement. The Superintendent, the grievant, and the Association shall implement the decision in whole, or by mutual consent; the parties may consult on alternatives.
- (8) The fees and expenses of the arbitrator shall be shared equally by the Superintendent and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- (9) Any action which could have resulted in the filing of a grievance, occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, shall not be processed. Any action which could have resulted in the filing of a grievance, which arose prior to the effective date of this Agreement, shall not be processed.
- (10) The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

ARTICLE VIII

WORK YEAR, WORK SCHEDULE, WORKLOAD, AND WORK PLAN

1. WorkYear

- A. All members are required to be on duty for the standard work year (Appendix C).
- B. Members may request to work less days than the standard work year.
- C. Such reduction must be approved by the immediate supervisor.
- D. New members who are first hired for less than the standard work year may become standard work year employees upon agreement by the member and the immediate supervisor.
- E. Members may request to work a 209, 215 or 222 day Standard Work Year. The request shall be in alignment with Section 3 of this Article, "Workload."
- F. The length of the work year shall be established by mutual consent between the member and the immediate supervisor. The length shall be determined in alignment with Section 2 of this Article, "Work Schedule."
- G. The length of a member's work year shall be determined on a year to year basis.
- H. ACOE shall report to STRS as a base pay the contracted length determined in this section.

(It is recognized that the dates to establish the 2001/2002 work year may be modified to allow for the members and the immediate supervisor to meet.)

2. Work Schedule

- A. Prior to June 30 of each year, the member and the immediate supervisor shall meet and establish a work schedule for the next year.
- B. When a new member is employed after July 1 of any year, the member and the immediate supervisor shall meet and establish a work schedule within twenty (20) days of employment.
- C. When a member and the immediate supervisor cannot agree on the establishment of a work schedule by June 30, the immediate supervisor's supervisor will determine the work schedule within ten (10) days.
- D. The established work schedule may be modified by mutual agreement of the member and the immediate supervisor.

3. Workload

When a unit member requests/is requested to modify his/her work plan to assume a new or additional responsibility or assignment, then both the immediate supervisor and the member will review and revise the member's current work plan and adjust the work plan by incorporating, adding, or deleting responsibilities as needed to maintain a balance in tasks. Discussion would normally include the following issues:

- A. The number of days for completion of new tasks.
- B. The number of additional workdays at full pay that are being proposed.
- C. Which specific tasks will no longer be done.
- D. How much added preparation time and professional development to prepare for the new tasks the member will have.
- E. What criteria will be used for determining member success at the new tasks.

4. Work Plan

- A. On or before June 30, the member and the immediate supervisor shall meet and mutually agree upon a basic work plan for the next year. For members employed after July 1, the work plan shall be agreed upon within the first twenty (20) days of paid service.

- B. The work plan shall be developed within the context of the goals and objectives of the Office, section, and unit.
- C. The work plan shall include the member's work schedule, the member's planned activities, the desired outcomes, and the basis for evaluation.
- D. Between September 1 and October 15, the member and the immediate supervisor shall meet to review the work plan and make necessary revisions.
- E. A conference shall be held to review and to revise the work plan whenever responsibilities or assignments are changed, or if it is otherwise deemed necessary by the member or the immediate supervisor (see Section 3 of this Article, "Workload").

ARTICLE IX

EVALUATION

The Superintendent and the Association agree that the purpose of evaluation is to assist the member in achieving the mission of the Office and to support and encourage the professional development of the member.

1. The member shall be evaluated using the basis of evaluation stated in the work plan.
2. The immediate supervisor shall complete at least one (1) formal written evaluation every two (2) years. More frequent written evaluations will be held upon request by the member.
3. The member may, within five (5) days, make a written response to the evaluator and the same shall be filed with the evaluation.
4. In the event a member's performance needs improvement or is unsatisfactory, the immediate supervisor shall so indicate in a written statement listing suggestions for improvement. The immediate supervisor shall confer with the member, make specific recommendations for improvement, and shall assist the member to improve performance. Additional review conferences may be conducted as necessary.
5. A formal recommendation to take additional academic training shall only be made as part of the evaluation process.

ARTICLE X

PERSONNEL FILES

1. Information contained therein shall be transmitted only to the Superintendent, unit member's immediate supervisor, Director of Human Resources, and confidential employees in the Human Resources office.

Members' evaluations shall be restricted to persons noted above and to the designated office supervisor or administrative secretary in the evaluator's section or unit.
2. Information of a derogatory nature other than evaluation shall only be entered into the file after the member's supervisor has reviewed and verified the information to his/her satisfaction, has documented and appended the steps taken to review and verify, and the member is given sufficient notice and opportunity to review and comment thereon. During such review, which shall take place during normal working hours, the member may attach written comments to any derogatory statement placed in his/her file.
3. All members may upon request, review materials in their personnel file. Any member may insert in his/her file in writing an explanation, justification for, or rebuttal to any information contained therein.
4. All members are to inform the Human Resources office of any change in their residence address and telephone number.
5. Member shall have the right to insert in their file any documents, other than those identified in Sections 2 and 3 above, not to exceed three (3) pages each.

ARTICLE XI

COORDINATOR/SPECIALIST

1. **Coordinators**

Coordinators work in one or more areas of curriculum, instruction, and support services. They provide coordination for the advancement of instructional programs among school districts, federal, state, and county programs; and projects and community-based programs. Coordinators shall be required to hold an administrative or supervisory credential. Coordinators are responsible for:

- A. Setting up and maintaining communication between districts, institutions of higher education, the California Department of Education, other county offices, and professional organizations.
- B. Conducting studies and making analysis of present and future educational needs.
- C. Keeping abreast of relevant legislative mandates.
- D. Providing services to Office-direct-service districts.
- E. Providing in-service and developmental program planning.
- F. Improving educational programs.

The expressed areas of responsibility are intended to be descriptive and not restrictive.

2. **Specialists**

Specialists work in an area of assigned responsibility in curriculum, instruction, or support services. They perform activities for advancement of instructional programs in school districts, the Office, schools and classes, and direct or assist in federal, state, county, or community projects and programs. Specialists may be required to hold an administrative or supervisory credential or whatever other credential may be appropriate to the assignment. Specialists are responsible for:

- A. Performing consultative services.
- B. Conducting studies and analysis of present and future educational needs.
- C. Providing in-service programs.
- D. Keeping abreast of relevant legislative mandates.
- E. Improving educational programs.
- F. Providing services in area of assigned responsibility.

The expressed areas of responsibility are intended to be descriptive and not restrictive.

ARTICLE XII

ASSIGNMENT, REASSIGNMENT, AND TRANSFER

1. A change in assignment or reassignment refers to any action of the Superintendent, which results in the movement of a member from one section to another section within the same classification and credential authorization.
 - A. Reassignments will ordinarily be determined prior to May 30 of any year, but reassignments may be made during the year for good and sufficient reasons. Reassignments will be made following these procedures:
 - (1) Each reassignment will be made by considering programmatic needs and the unique qualifications of the member to be reassigned, including credentials held.
 - (2) In each case prior to the reassignment, the member's immediate supervisor and the supervisor's supervisor will meet with the member to review the reasons for the reassignment and ascertain the member's willingness to take on the assignment.
 - (3) The member may appeal the reassignment to the Superintendent and the Superintendent's decision shall be final.
 - (a) The appeal shall contain the reason the member disagrees with the reasons provided in A.2. above.
 - (b) The appeal shall be submitted to the Superintendent within ten (10) days of reassignment.
 - (c) The Superintendent shall render a decision within ten (10) days of receipt of the appeal.

2. Transfers

- A. When vacancies or new positions occur in the various units of the Office, the Superintendent will notify the Association of such vacancy or new position three (3) days prior to an open posting of the position.
- B. Each qualified member, holding the appropriate credential, who applies for the position, will be granted an interview.

3. Part-Year Hiring

The Superintendent may hire a new member for less than the standard work year as required by Office needs.

ARTICLE XIII
PROMOTION AND DEMOTION

1. Promotion Procedures

- A. Promotions will ordinarily be determined prior to May 30, but promotions may be made during the year for good and sufficient reasons.
- B. A promotion will occur when a Specialist is assigned the duties of a Coordinator.
- C. When a member is promoted to the Coordinator classification, placement shall be no lower than Step 1 of the Coordinator salary schedule.

2. Demotion Procedures

- A. No later than March 15, a member being considered for demotion shall be given a written notice stating that the member is being recommended for demotion for the ensuing year, and stating the reason(s) for the recommendation.
- B. The member shall have the right to request a review of the reason(s) for the demotion in a meeting with the Superintendent to be held no later than March 25.
- C. If a member is demoted, the member shall be placed on the highest step of the lower paid classification's salary schedule.

ARTICLE XIV
CONSULTATION

- 1. Prior to a final decision to reduce unit staff, the Superintendent shall, prior to February 1 of any year, consult with the Association on the following:
 - A. Need to reduce staff.
 - B. Any options other than reduction.
 - C. Timelines of reduction.
- 2. Prior to posting a position of 150 or more days duration which includes duties of the coordinator or specialist classification, the Superintendent shall consult with the Association about the number of days to be worked, the duties of the position, the classification to be used, credentials needed, and the language of the announcement.
- 3. The Office occasionally has the need to employ consultants. The Superintendent agrees to consult on the matter of requiring Office staff and cooperating agencies to utilize employees of the Office first and laid-off members who possess needed skills and can provide in a timely manner the service needed.
- 4. Nothing in this Section shall be interpreted to imply that the final decision, after consultation, is not the sole responsibility of the Superintendent.

ARTICLE XV
WORKING ENVIRONMENT

1. All unit members will be provided with adequate working space and all materials necessary to the performance of their assigned duties.
2. No unit member shall be required to work in an environment that is unsafe or hazardous to the physical and mental well-being of the member.
3. When the member becomes aware of a physical or emotional condition which occurred outside of work and which may make work unsafe for the member or other staff, the member shall immediately submit to the immediate supervisor a statement from an appropriate health practitioner that the member can continue to work without hazard. Pregnancy is included as a possible condition.

ARTICLE XVI
SALARIES

1. 2009-2010, 2010-2011, 2011-2012 Work Year
 - A. For the 2009-2010, 2010-2011, 2011-2012, the ACCA Salary Schedule shall be increased by 0%.
2. No articles to this contract will be opened by either party for the 2010-2011 and 2011-2012.
3. Longevity
 - A. Effective **July 1, 1994**, the following amounts shall be added to Step 4 of the salary schedule:
 - (a) After fifteen (15) years of service as a Coordinator and/or Specialist with the Alameda County Office of Education — fifteen hundred dollars (\$1,500) per year.
 - (b) After twenty (20) years of service as a Coordinator and/or Specialist with Alameda County Office of Education — an additional fifteen hundred dollars (\$1,500) per year (for a total of \$3,000 per year).
 - B. Effective **July 1, 1996**, ACCA members shall be eligible for incremental increases of twenty-five hundred dollars (\$2,500) and five thousand dollars (\$5,000) based on the following criteria:
 - (a) Nine through fourteen (9-14) years of service with a county office of education or school district — twenty-five hundred dollars (\$2,500) shall be added to the member's appropriate step on the salary schedule.
 - (b) Fifteen and more (15+) years of service with a county office of education or school district—five thousand dollars (\$5,000) shall be added to the member's appropriate step on the salary schedule.
 - C. For an employee to be eligible for longevity step increases, a minimum of four (4) years of his or her service must be with the Alameda County Office of Education.
4. Effective **November 1, 1996**, each step of the salary schedule shall be increased by six thousand, five hundred sixty-seven dollars and twelve cents (\$6,567.12).
5. Specialists and Coordinators shall have a two hundred nine (209), two hundred fifteen (215), and two hundred twenty two (222) day work year.
6. Administration
 - A. Initial placement of a member shall be Step 1 of the appropriate salary schedule.
 - B. Initial placement of a member on a step other than Step 1 will occur only when the member has held a similar position as an employee of a California public education agency for a period of three (3) or more complete years.
 - C. On July 1 of the ensuing year, a member on Step 1 or 2 of the schedule who has completed fifty percent (50%) or more of the standard work year shall be placed on the next step of the schedule.
 - D. Project managers may be granted additional compensation as determined by the Superintendent.
 - E. If a member and immediate supervisor agree to an extension of the standard work year then the member shall be compensated at the daily rate for those days worked in excess of the standard work year.

ARTICLE XVII
MEMBER BENEFITS

1. Effective November 1, 1996, the Superintendent shall make available for purchase by each unit member group medical, dental, and life insurance as agreed upon by the parties.

2. Liability Insurance

The Superintendent shall provide, at no cost to the member, liability insurance for bodily injury, property damage, and personal injury while acting within the scope of their employment in the amount of ten million dollars (\$10,000,000).

3. Retirees

The Superintendent shall provide, at no cost to the member, a Delta Dental Insurance Plan for retirees who meet the following criteria:

- A. Employee is age 55 or more at the time of retirement.
- B. Employee's effective date of retirement is July 1, 1979, or later.
- C. Employee has had twenty (20) years of service in STRS and/or PERS.
- D. For an employee to be eligible for this benefit a minimum of five (5) years of his or her service must be with the Alameda County Office of Education.

Retirees shall be eligible for continued coverage under their current Delta Dental Insurance Plan for a period of five (5) years from the confirmed effective date of retirement under STRS and/or PERS.

4. **Superintendent-Provided Retirement Benefits**

A. Subject to the criteria set forth in Section 3 above (Retirees), the Superintendent agrees to pay medical insurance premiums for retiring employees in accordance with the following schedule:

- less than 10 years of service..... None
- 10-14 years of service.....50% No less than \$200.00 per month, see 4.C. below
- 15-19 years of service.....75%
- 20+ years of service100%

of an amount equal to the Kaiser Single Person Plan.

B. The above provided benefits shall not exceed five (5) years in duration.

C. Eligible retirees may select a cash option in the amount of two hundred dollars (\$200.00) per month in lieu of medical insurance premiums provided under section 4.A. (above) for a period of five (5) years. No employee shall receive more than five years of cash option payment. Reaching age 65 does not affect provisions of this cash option.

5. **Retirement Benefits Available at Member Cost**

The Superintendent shall provide opportunity for past and future retirees and their spouses to matriculate into Office group health and dental insurance plans subject to insurance company plan availability.

6. Employees who retire under this agreement and meet all criteria in Section 3. Retirees (above) shall receive a one-time lump sum payment in accordance with the following schedule:

- A. 9-14 years of service with a county office of education, school district, or equivalent = \$7,500.
- B. 14+ years of service with a county office of education, school district, or equivalent = \$10,000
Equivalent experience shall be evaluated at the time of employment and recorded in the employee's personnel file.

ARTICLE XVIII
AUTHORIZED REIMBURSEMENTS

1. Personal Car

Unit members shall be reimbursed for approved travel and other expenses as follows:

- A. Expense reimbursement for mileage using the unit member's personal car shall be the rate established as non-reportable income by the Internal Revenue Service.
- B. During regular Office hours (8:30 a.m. - 5:00 p.m.) mileage to first destination shall be computed from the member's assigned headquarters unless the first destination is nearer to the employee's home than it is to the assigned headquarters.
- C. During regular Office hours, mileage shall be computed from the last work location to the member's assigned headquarters, or from the employee's home, whichever is shorter.

2. Meals

- A. All expenses for meals at meetings and conferences will be reimbursed when the meal is an integral part of the meeting or conference. Receipts are required.
- B. All expenses for meals will be reimbursed on the following schedule:
Breakfast—\$5.50; Lunch—\$9.50; Dinner—\$17.00 or Board policy, whichever is greater.

3. Lodging

When a unit member serves as an officer of a local conference or meeting and duties require night and early morning attendance, claims for actual overnight lodging may be allowed. A receipt is required.

4. Other Expenses

- A. Other approved expenses (e.g., limousine, taxi, baggage handling, parking, etc.) will be reimbursed. Receipts are not required, but charges must be itemized.
- B. Conference registrations, materials, etc., will be reimbursed. Receipts are required.

ARTICLE XIX
MILITARY LEAVE

Military leave shall be granted to unit members pursuant to Military and Veteran's Code Section 395 (**Appendix E**) and Education Code Section 45059 (**Appendix F**).

ARTICLE XX
JURY DUTY

Members may be absent from duty to serve as juror without loss of pay. Fees paid the member for such service shall be paid to the Superintendent. The member shall notify the immediate supervisor as soon as possible after the call to jury duty is received.

ARTICLE XXI
BEREAVEMENT LEAVE

Every member shall be entitled to three (3) days of paid leave of absence, or five (5) days of travel if more than two hundred (200) miles is involved, on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

ARTICLE XXII
SPECIAL LEAVE

1. Special leave may be granted for up to three (3) days in any school year for one of the following reasons:
 - A. Extension of bereavement leave.
 - B. Injury or illness to a member of the member's immediate family or an accident involving the member's person, property, or the person or property of a member of his/her immediate family.
 - C. Personnel business as may be required before a court, governmental agency, commission, or other tribunal under subpoena, summons, or other process.
2. Special leave shall not be deducted from sick leave and is not accumulative.
3. Members shall notify their immediate supervisor as soon as possible of the need to take special leave and the reasons therefore.

ARTICLE XXIII
INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

1. Industrial accident or illness leave shall be available to members pursuant to Education Code Section 44984 (**Appendix G**).
2. The Superintendent shall provide worker's compensation coverage to protect member for expenses due to on-the-job injuries. This coverage will provide benefits to the full extent of California law and will include but not be limited to temporary disability benefits, permanent disability benefits, mileage reimbursements, and complete medical coverage. All these coverage benefits shall be provided at no cost to the member.
3. The benefits provided in this Article are in addition to sick leave benefits. Accordingly, the Superintendent shall not deduct from accumulated sick leave the industrial accident or illness leave used by a member who is absent as the result of an industrial accident or illness.
4. As a condition of receiving full salary while on industrial accident or illness leave, the member shall endorse over to the Superintendent, all monies received from the worker's compensation insurance carrier on account of such industrial accident or illness.

ARTICLE XXIV
SICK LEAVE

1. Each member shall earn sick leave on the basis of a numerical factor. The factor shall be .066. All fractions of days shall be rounded to the nearest one-half (1/2) day. The number of sick days for any member shall be equal to the number of days worked times the factor.
 - A. Accumulated and credited sick leave may be used by the member who is absent from duties because of any illness or disability.
 - B. Sick leave may be used only on a day on which the member is scheduled for duty.
 - C. Pay for any day of leave shall be the same as the pay, which would have been received had the member served during the day of illness or disability.
 - D. The full amount of sick leave earned under this Section shall be credited to each member at the beginning of each fiscal year. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
 - E. If a member does not take the full amount of sick leave earned in any year under this Section, that amount not taken shall be accumulated from year to year.
 - F. Each member shall be credited with all accumulated sick leave earned during the previous employment with other California educational agencies.
 - G. All sick leave shall be subject to the following conditions:
 - (1) The Superintendent may require proof of disability when a member is absent on sick leave for four (4) or more consecutive days. It shall be the member's responsibility to notify the Office and indicate the reason for absence.
 - (2) The disability is substantiated in writing by an appropriate health practitioner that the disability was of such a nature as to have prevented the member from working, and the number of days such disability continued.
 - (3) In the event that the member is absent from duty for more than fourteen (14) days, the member shall substantiate the disability by submitting to the Superintendent a certification, written by an appropriate health practitioner, that specifies the nature of the disability and its duration, within thirty (30) calendar days of the first day for which sick leave is claimed.
 - (4) A member, returning from more than five (5) days of absence, taken because of disability, may be required to submit to the Personnel Office a statement written by an appropriate health practitioner, indicating ability to return to full duty without limitations and stipulations.

ARTICLE XXV
PERSONAL NECESSITY LEAVE

1. A member may use up to six (6) days of accumulated sick leave each school year for personal necessity. Such leave shall be taken in no less than half-day increments.
2. Personal necessity leave shall be limited to circumstances that are serious in nature and that the member cannot reasonably be expected to disregard, and that necessitates immediate attention and cannot be taken care of after work hours or on weekends.
3. Members shall notify their immediate supervisor as soon as possible of the need to take personal necessity leave and upon return shall, within five (5) days, certify that the leave was taken in accordance with Article XXV, Sections 2 and 4, using Appendix H.
4. Personal necessity leave may not be approved for the following reasons:
 - A. Engaging in or seeking gainful employment.
 - B. Attendance at or participation in activities that are primarily for the member's pleasure, amusement, or personal convenience.
 - C. The primary purpose of holiday or vacation extension.
 - D. Engaging in a strike, demonstration, picketing, rally, campaigning, or political activity.
 - E. Accompanying a spouse on a trip.
 - F. Taking an examination or engaging in other activities related to advanced training that is unrelated to current professional responsibilities.

ARTICLE XXVI
ENTITLEMENT TO OTHER SICK LEAVE

1. A member shall be entitled to other sick leave for each separate illness or injury of one hundred (100) days following the exhaustion of all accumulated and accrued sick leave. During the 100-day period, the amount of salary deducted from the member's salary shall not exceed the established substitute rate.
2. Substitutes for members of the unit will be paid fifty percent (50%) of the salary of the absent member.
3. While on other sick leave the member shall be entitled to full fringe benefits.
4. At the expiration of other sick leave or accumulated sick leave, the member shall be granted additional sick leave without pay for up to thirty-nine (39) months as long as the member is unable to return to work as confirmed in writing by an appropriate health practitioner. At the earliest possible date, the member and the health practitioner shall estimate the date of return and shall advise the Office so that the appropriate contractual arrangements can be made if a substitute is to be hired. If the member recovers within thirty-nine (39) months, the member may return to duty in the same or similar position previously held, provided the return date is not in conflict with any contractual obligations set forth with the member's substitute.

ARTICLE XXVII
IN—SERVICE LEAVE

1. In-service leaves of ten (10) days or less may be designated in the work plan as part of the member's planned activities. Denial of an in-service leave of less than ten (10) days may be appealed to the Assistant Superintendent, Curriculum and Instruction.
2. When in-service leaves exceed ten (10) days, the following procedures shall apply:
 - A. Application shall be directed to the immediate supervisor at least five (5) weeks prior to the requested leave.
 - B. A committee composed of three (3) members assigned by the Association shall, within two (2) weeks, meet and decide whether the specific objectives of the leave meet the professional growth needs of the member and the member's work responsibilities.
 - C. The committee shall recommend approval or disapproval of the request to the Assistant Superintendent, Curriculum and Instruction, within two (2) weeks of the application. The Assistant Superintendent, Curriculum and Instruction, shall forward the committee's recommendation, along with her/his recommendation, to the Superintendent within two (2) weeks.
 - D. The Superintendent shall review the recommendations of the committee and Assistant Superintendent, Curriculum and Instruction, and decide whether or not to grant the request.
 - E. The Superintendent shall notify the applicant in writing of either the granting or denial of the leave within three (3) weeks of the application. In the case of denial, the reason(s) for denial shall be specifically stated in writing.
 - F. In the event that the Superintendent's decision is contrary to the committee's recommendation, the Superintendent shall submit the reasons to the committee.
 - G. A member granted in-service leave may be reimbursed for expenses incurred for materials, books, and fees that relate specifically to the interest of the leave.

ARTICLE XXVIII

LONG-TERM PROFESSIONAL GROWTH (SABBATICAL) LEAVE

Sabbatical leave shall be granted to unit members under the following terms and conditions:

1. Each member shall be eligible to request a sabbatical leave upon completion of seven (7) years service in the Office and not more than one (1) such leave shall be granted a member in each seven (7) year period.
2. Such leave may be taken only for the purposes of study or travel, in which the travel is necessitated by a plan of independent study or research.
3. The application for this leave shall, for the duration of this contract, be made prior to September of any year and shall describe the proposed course of study, or travel and independent study or research in such detail sufficient to permit a determination of its worth to the Office.
4. Such leave shall be granted only for a quarter, half, or full work year.
5. Applications for sabbatical leave shall be screened by a committee composed of three (3) members assigned by the Association and two (2) administrators appointed by the Superintendent.
6. The committee shall review the application on the basis of Office needs and the specific objective of the leave in relation to the Office needs.
7. The committee will make a recommendation on the granting of the leave to the Superintendent within two (2) weeks of the application.
8. The Superintendent shall notify the applicant in writing of either the granting or denial of the leave within three (3) weeks of the application. In the case of denial, the reason(s) for denial shall be specifically stated in writing.
9. Compensation while on sabbatical leave shall be paid in the same manner as if the member were working in his/her regular position upon the member's furnishing a suitable bond in the amount paid to or on behalf of the member indemnifying the Superintendent against loss in the event the member does not render at least two (2) years service to the Office after completion of such leave. Such bond shall be exonerated if the failure to render at least two (2) years service is due to death or physical or mental disability of the member or termination instituted by the Superintendent.
10. Salary while on sabbatical leave shall be one-half (1/2) of the salary a member would have earned had the member not been on leave.
11. The member will receive one-half (1/2) the fringe benefit allowance while on sabbatical leave.
12. The member shall receive full salary schedule credit for time spent on sabbatical leave.
13. Evidence of completion of the approved course of study or research shall be submitted to the Superintendent not later than December 1 of the school year immediately succeeding the year during which the leave was taken.
14. The member will be allowed to return to the same position upon completion of this leave.

ARTICLE XXIX
LEAVE OF ABSENCE WITHOUT PAY

1. A member may request a leave of absence without pay. If the requested leave period is for more than one-half ($\frac{1}{2}$) the work year, then the request shall be made at least five (5) weeks prior to the leave's starting date. Otherwise, the request shall be made at least two (2) weeks prior to the leave's starting date.

The written request shall include reason(s) for the leave, beginning and ending dates, and shall be directed to the Superintendent who shall respond to the request within five (5) days of receipt of the request.

2. While on leave the member may elect to continue all fringe benefits at the member's expense.
3. Upon returning from leave, the member shall be entitled to reinstatement in the same or similar position to the one held before the leave.
4. In the event that the reason given for the leave of absence without pay is for maternity, the member shall be entitled to reinstatement in the same position held before the leave.

ARTICLE XXX
COMMUNITY SERVICE LEAVE

Subject to approval by the Superintendent, members may be absent from duty to serve on special government committees, commissions, boards or missions without loss of pay. Fees paid for such service shall be paid to the Superintendent. In situations where the member is part of an official government mission involved in rescues or similar emergencies, approval may follow the absence.

ADOPTION SIGNATURES

Association and Superintendent representatives shall update the Agreement by making any technical, non-substantive changes to reflect the Superintendent's management organizational structure.

This Agreement shall become effective July 1, 2009, and shall remain in full force and in effect until June 30, 2012, except as designated in Article I.

For the Association:

 _____

Date 1/21/11 _____

For the Superintendent:

 _____

Date 1/21/11 _____

Appendix A

DIRECTIONS: If you are not satisfied that your grievance was resolved at an informal conference with your supervisor, complete two copies of this form and deliver one copy of it to your supervisor within five (5) days of the date on which your supervisor responded to your informal allegation.

STEP I ACCA GRIEVANCE FORM

NAME OF GRIEVANT:	
WORK LOCATION:	
ASSOCIATION REPRESENTATIVE, if any:	
ADDRESS:	
DATE OF OCCURRENCE OF ACT OR OMISSION:	TIME:
BY WHOME COMMITTED:	
ARTICLE/SECTION OF AGREEMENT VIOLATED:	
NATURE OF GRIEVANCE:	

DATE OF INFORMAL CONFERENCE WITH SUPERVISOR:
RESULT OF CONFERENCE:
REMEDY SOUGHT:

<i>I hereby certify that the facts reported and alleged herein are, to the best of my knowledge and belief, true and I hereby request that the remedy described above be instituted.</i>	
DATE:	SIGNATURE:

SUPERVISOR'S DECISION:	
DATE:	SIGNATURE

DIRECTIONS: If you are not satisfied that your grievance was resolved at Step 1 by your supervisor, complete two copies of this form and deliver one copy to the County Superintendent within ten (10) days of receipt of your supervisor's response to your Step 1 grievance. Attach a copy of your supervisor's response to this form.

STEP 2
ACCA GRIEVANCE FORM

NAME OF GRIEVANT:

ASSOCIATION REPRESENTATIVE, if any:

REASON(S) FOR APPEAL OF SUPERVISOR'S DECISION:
--

<i>I hereby appeal the disposition of the grievance described on the attached form for the reason(s) set forth above.</i>

DATE:

SIGNATURE:

COUNTY SUPERINTENDENT'S DECISION:

DATE:

SIGNATURE:

ALAMEDA COUNTY OFFICE OF EDUCATION

313 West Winton Avenue, Hayward, CA 94544-1136

2011-2012 CALENDAR (TENTATIVE*)

FOR

ACCA - CONFIDENTIAL - CSEA - MANAGEMENT EMPLOYEES

MONTH	WORK DAYS**	HOLIDAYS*	DATE	DESCRIPTION
July	20	1	Monday, July 4	Independence Day
August	23	0		
September	21	1	Monday, September 5	Labor Day
October	21	0		
November	19	3	Friday, November 11 Thursday, November 24 Friday, November 25	Veteran's Day Thanksgiving Day Thanksgiving Holiday
December	20	2	Friday, December 23 Monday, December 26	Christmas Eve (observed) Christmas Day (observed)
January	20	2	Monday, January 2 Monday, January 16	New Year's Day (observed) Martin Luther King Jr. Day
February	19	2	Friday, February 17 Monday, February 20	Lincoln's Day Washington's Day
March	22	0		
April	21	0		
May	22	1	Monday, May 28	Memorial Day
June	21	0		
TOTAL	249	12		

ACCA: 209, 215, or 222 workdays as designated by individual contract.

MILITARY AND VETERANS CODE

§ 395. TEMPORARY MILITARY LEAVE OF ABSENCE: PUBLIC EMPLOYEES

- (a) Any public employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia is entitled to a temporary military leave of absence as provided by federal law while engaged in military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity, providing that the period of ordered duty does not exceed 180 calendar days, including time involved in going to and returning from that duty.
- (b) Notwithstanding subdivision (a), a local public agency may, but is not required to, provide paid military leave of absence for periods of inactive duty training.
- (c) The employee has an absolute right to be restored to the former office or position and status formerly had by him or her in the same locality and in the same office, board, commission, agency, or institution of the public agency upon the termination of temporary military duty. If the office or position has been abolished or otherwise has ceased to exist during his or her absence, he or she shall be reinstated to a position of like seniority, status, and pay if a position exists, or if no position exists the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken temporary military leave of absence.
- (d) Any public employee who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the date upon which a temporary military leave of absence begins, shall receive the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, continuance in office, employment, reappointment to office, or reemployment that the employee would have enjoyed had he or she not been absent therefrom; excepting that an uncompleted probationary period, if any, in the public agency, must be completed upon reinstatement as provided by law or rule of the agency. For the purposes of this section, in determining the one year of service in a public agency all service of the employee in recognized military service shall be counted as public agency service.

CALIFORNIA EDUCATION CODE

§ 45059. SALARY COMPUTATION WHEN EMPLOYEE IS IN ORDERED MILITARY OR NAVAL DUTY

For the purposes of Military and Veterans Code Section 395 or any provision of law providing for the payment of salary or compensation as such employee to an employee of a school district while absent from duty because engaged in ordered military or naval duty, his salary or compensation as such employee for 30 days shall (a) with respect to an employee serving in a position requiring certification qualifications be deemed to be one-tenth of the annual salary established for such position and (b) with respect to an employee serving in a position not requiring certification qualifications be deemed to be one month's salary.

CALIFORNIA EDUCATION CODE

§ 44984. REQUIRED RULES FOR INDUSTRIAL ACCIDENT AND ILLNESS LEAVES OR ABSENCE

Governing boards of school districts shall provide by rules and regulations for industrial accident and illness leaves of absence for all certificated employees. The governing board of any district which is created or whose boundaries or status is changed by an action to organize or reorganize districts completed after the effective date of this section shall provide by rules and regulations for such leaves of absence on or before the date on which the organization or reorganization of the district becomes effective for all purposes as provided in Section 4064.

Such rules or regulations shall include the following provisions:

- a. Allowable leave shall be not less than 60 days during which the schools of the district are required to be in session or when the employee would otherwise have been performing work for the district in any one fiscal year for the same accident;
- b. Allowable leave shall not be accumulated from year to year;
- c. Industrial accident or illness leave shall commence on the first day of absence;
- d. When a certification employee is absent from his duties on account of an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in payment to him of not more than his full salary;

The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

- e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award;
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

Upon termination of the industrial accident or illness have, the employee shall be entitled to the benefits provided in Sections 44977, 44978, and 44983, and for the purposes of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.

The governing board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

During any paid leave of absence, the employee may endorse to the district the temporary disability indemnity checks received on account of his industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employees for periods covered by such salary warrants.

Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

In the absence of rules and regulations adopted by the governing board pursuant to this section an employee shall be entitled to industrial accident or illness leave as provided in this section but without limitation as to the number of days of such leave.

ALAMEDA COUNTY OFFICE OF EDUCATION
SHEILA JORDAN, SUPERINTENDENT
313 WEST WINTON AVENUE • HAYWARD, CA 94544-1198

REQUEST/EXPLANATION FOR PERSONAL NECESSITY LEAVE

This form must be completed for all Personal Necessity Leave taken and submitted to your immediate supervisor within five (5) days after return from leave.

NAME: _____ SECTION: _____

DATES ABSENT: From: _____ To: _____

MEMBER'S SIGNATURE

DATE

ADMINISTRATOR'S SIGNATURE

DATE

SUPERINTENDENT

DATE

Approved Not Approved

ACCA
Alameda County Curriculum Association
Salary Schedule Effective 7/01/07

Coordinator / Specialist 209 Days

Range (Row)	Step (Col)	209 Days			Longevity 9-14 yrs + \$2,500			Longevity 15+ yrs + \$5,000		
		Annual	Monthly	Daily*	Annual	Monthly	Daily	Annual	Monthly	Daily
CO	1	93,654.96	7,804.58	448.11	96,154.96	8,012.91	460.07	98,654.96	8,221.25	472.03
CO	2	97,843.32	8,153.61	468.15	100,343.32	8,361.94	480.11	102,843.32	8,570.28	492.07
CO	3	102,240.72	8,520.06	489.19	104,740.72	8,728.39	501.15	107,240.72	8,936.73	513.11
CO	4	106,857.48	8,904.79	511.28	109,357.48	9,113.12	523.24	111,857.48	9,321.46	535.20
SP	1	84,243.72	7,020.31	403.08	86,743.72	7,228.64	415.04	89,243.72	7,436.98	427.00
SP	2	87,963.96	7,330.33	420.88	90,463.96	7,538.66	432.84	92,963.96	7,747.00	444.80
SP	3	91,868.04	7,655.67	439.56	94,368.04	7,864.00	451.52	96,868.04	8,072.34	463.48
SP	4	95,966.52	7,997.21	459.17	98,466.52	8,205.54	471.13	100,966.52	8,413.88	483.09

Coordinator / Specialist 215 Days

Range (Row)	Step (Col)	215 Days			Longevity 9-14 yrs + \$2,500			Longevity 15+ yrs + \$5,000		
		Annual	Monthly	Daily*	Annual	Monthly	Daily	Annual	Monthly	Daily
CO	1	96,343.68	8,028.64	448.11	98,843.68	8,236.97	459.74	101,343.68	8,445.31	471.37
CO	2	100,652.28	8,387.69	468.15	103,152.28	8,596.02	479.78	105,652.28	8,804.36	491.41
CO	3	105,175.80	8,764.65	489.19	107,675.80	8,972.98	500.82	110,175.80	9,181.32	512.45
CO	4	109,925.16	9,160.43	511.28	112,425.16	9,368.76	522.91	114,925.16	9,577.10	534.54
SP	1	86,662.20	7,221.85	403.08	89,162.20	7,430.18	414.71	91,662.20	7,638.52	426.34
SP	2	90,489.24	7,540.77	420.88	92,989.24	7,749.10	432.51	95,489.24	7,957.44	444.14
SP	3	94,505.40	7,875.45	439.56	97,005.40	8,083.78	451.19	99,505.40	8,292.12	462.82
SP	4	98,721.60	8,226.80	459.17	101,221.60	8,435.13	470.80	103,721.60	8,643.47	482.43

Coordinator / Specialist 222 Days

Range (Row)	Step (Col)	222 Days			Longevity 9-14 yrs + \$2,500			Longevity 15+ yrs + \$5,000		
		Annual	Monthly	Daily*	Annual	Monthly	Daily	Annual	Monthly	Daily
CO	1	99,480.48	8,290.04	448.11	101,980.48	8,498.37	459.37	104,480.48	8,706.71	470.63
CO	2	103,929.36	8,660.78	468.15	106,429.36	8,869.11	479.41	108,929.36	9,077.45	490.67
CO	3	108,600.24	9,050.02	489.19	111,100.24	9,258.35	500.45	113,600.24	9,466.69	511.71
CO	4	113,504.16	9,458.68	511.28	116,004.16	9,667.01	522.54	118,504.16	9,875.35	533.80
SP	1	89,483.76	7,456.98	403.08	91,983.76	7,665.31	414.34	94,483.76	7,873.65	425.60
SP	2	93,435.36	7,786.28	420.88	95,935.36	7,994.61	432.14	98,435.36	8,202.95	443.40
SP	3	97,582.32	8,131.86	439.56	100,082.32	8,340.19	450.82	102,582.32	8,548.53	462.08
SP	4	101,935.80	8,494.65	459.17	104,435.80	8,702.98	470.43	106,935.80	8,911.32	481.69

Procedures for Advancement of Specialist to Coordinator

In determining the needs of the ACOE organization and its clients, ACOE supports advancement for its employees from Specialist to Coordinator, when appropriate, to implement and manage programs. Utilizing the multiple options offered by California for gaining a preliminary administrative credential, ACOE seeks to augment the experience of Specialists who have not been employed as school-level administrators. Ongoing professional development for Specialists performing Coordinator duties will be supported as follows:

1. The ACOE Coordinator Internship Program (CIP) is hereby established for ACOE Specialists promoted to an ACOE Coordinator position, who have a preliminary administrative credential and no previous employment as a school-level administrator.
2. CIP requires the completion of 150 clock hours in duties that are aligned with principal duties, through an agreement with a school district and principal in a public school within Alameda County.
3. From the official date of hire of an ACOE Coordinator meeting the requirements indicated in #1 above, the new Coordinator will have two years to complete the CIP.
4. The Coordinator's ACOE supervisor and the site principal shall sign a completion form when the 150 clock hours have been completed. Copies of this signed form shall be forwarded to the Chief Human Resources Officer and placed in the ACOE Coordinator's personnel file.
5. Specific duties and schedules shall be determined collaboratively among the ACOE Coordinator, the site principal, and the ACOE Coordinator's supervisor.
6. The CIP shall take effect beginning July 1, 2005.

Professional Standards for Educational Leaders

Inherent in these standards is a strong commitment to Diversity and the use of technology as a powerful tool

Standard 1

An administrator/Program Manager is a leader who promotes the success of all staff by facilitating the development, articulation, implementation, and stewardship of department goals and objectives that support the Vision and Mission of the organization.

Standard 2

An administrator/Program Manager is a leader who promotes the success of all staff by advocating, nurturing, and sustaining an organizational culture conducive to staff professional growth.

Standard 3

An administrator/Program Manager is a leader who promotes the success of all staff by ensuring management of the organization's operations and resources for a safe, efficient, and effective working environment.

Standard 4

An administrator/Program Manager is a leader who promotes the success of all staff by collaborating with internal departments and, external clients, responding to diverse organizational interests and needs, and mobilizing department resources.

Standard 5

An administrator/Program Manager is a leader who promotes the success of all staff by modeling a personal code of ethics and developing professional leadership capacity.

Standard 6

An administrator/Program Manager is a leader who promotes the success of all staff by understanding, responding to, and influencing the larger political, social, economic, legal, and culture of the organization appropriate to her/his position.

Promoting Specialists to Coordinators

1. Assistant Superintendent brings to Executive Cabinet the rationale for moving the Specialist position to Coordinator status. (The attached Coordinator Position Summary is used as a checklist to cover the areas essential to the position being elevated to Coordinator. Cabinet is then officially noticed and the approval process complete.
2. A PAR is developed to indicate the new position and to establish a budget to fund the upgraded position. This PAR can be brought to Cabinet at the same time as the approval process.
3. HR then internally posts the establishment of the Coordinator position. (Typically the current incumbent in the Specialist position is interested in moving into the Coordinator position.)
4. After the position announcement has been posted, a time is scheduled for the interested Specialist to come before Cabinet to explain the program that they are administering. The incumbent should also work off of the attached Coordinator Position Summary in explaining the areas that have evolved or been changed that makes the Coordinator designation a necessity. This really is an opportunity for Cabinet members to learn more about the programs and services being offered and for the incumbent to have an event (a “coming out party”) that establishes a place in time for their promotion to a Coordinator status.
5. This process does not lend itself to retroactivity; it establishes a need and a process is initiated. If the applicant does not hold an administrative credential and is currently in a university program, there is the likelihood that the applicant could enter an Intern Program. The university may require a letter extending the opportunity to the applicant and, in turn, the university will extend the intern status. The date for this purpose will be in the future to allow the process to be completed.

Please contact the Human Resources Office for clarification.

Alameda County Office of Education
Sheila Jordan, Superintendent

Human Resources Division

ACOE Coordinator

Position Summary:

Coordinators work in one or more areas of curriculum, instruction, and support services. They provide coordination for the advancement of instructional programs among school districts, federal, state, and county programs; and projects and community-based programs. Coordinators shall be required to hold an administrative or supervisory credential. School administrative experience is highly desirable. Experience, knowledge and skill in writing grants and seeking corporate funding is required.

Coordinators are responsible for:

- a. Setting up and maintaining communication between districts, institutions of higher education, the California Department of Education, other county offices, and professional organizations.
- b. Conducting studies and making analysis of present and future educational needs.
- c. Keeping abreast of relevant legislative mandates.
- d. Providing services to office-direct-service districts.
- e. Providing in-service and development program planning.
- f. Improving educational programs.

The expressed areas of responsibility are intended to be descriptive and not restrictive.

Minimum Performance Objectives/Criteria:

The Coordinator designation is for accomplished administrators performing administrative responsibilities to include, but not limited to the following:

1. Provides program leadership to the professional staff assigned to the areas of responsibilities.
2. Directs and evaluates certificated and classified staff.
3. Directs, plans, develops, and coordinates programs and day-to-day operations within the areas of responsibilities.
4. Initiates programs, partnerships, and services using independent judgment as representing ACOE.
5. Develops and administers a budget requiring minimum oversight by the Division Manager.
6. Within the parameters established by the Division Manager performs all duties and responsibilities as a program director.

Coordinators are recognized as accomplished leaders in their content area of expertise plus possess the administrative experience and skill to implement, coordinate, and direct program and staff to accomplish the predetermine goals of the project/program.