

AGREEMENT BETWEEN

ACHIEVE KIDS, INC.



and the

**SERVICE EMPLOYEES INTERNATIONAL UNION
Local 521**

CTW-CLC



December 1, 2011 – November 30, 2014

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AGREEMENT BETWEEN
ACHIEVEKIDS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521,

This Agreement is entered into this 1st day of December, 2011 by and between AchieveKids, (hereinafter called the "Employer") and, SEIU Local 521, (hereinafter called the "Union").

SECTION 1. UNION RECOGNITION

- A. AchieveKids as the Employer recognizes the Service Employees International Union, SEIU Local 521, as the exclusive bargaining agent for all regular employees at its current facilities, excluding casual and intermittent employees, confidential employees and supervisors as defined in the National Labor Relations Act as amended. A Classification List for these classifications (Appendix C and D – Minimum Wage Scales for (2009-2011) are attached hereto and made part of this Agreement.
- B. As used in Sub-Section A, the term, "regular employees," is limited to include only the following: 1) employees in positions requiring at least twenty (20) hours per week and who are hired for a duration of more than three (3) consecutive months, and 2) employees who are hired as 1-to-1 aides for an anticipated duration of more than ninety (90) days, as required in individual cases and called for by a particular Individual Education Plan or Individual Program Plan and specified by contract with a school district or a Regional Center.
- C. Part-time employees are those who regularly work twenty (20) hours or more and less than thirty-seven and one-half (37.5) or forty (40) hours per week (per Section 10 – Hours of Work). Such employees shall receive salary, holiday pay, vacation, sick leave, and all other benefits provided such employee is eligible under the existing insurance requirements as to minimum hours of work.
- D. Temporary or casual employees may be hired as substitutes for permanent employees on vacation, sick leave, leave of absence, for short periods of increased work, or for positions of anticipated short duration. In the event an employee is held over more than ninety (90) days, such employee shall be considered a regular employee except for temporary

appointments resulting from workers' compensation, family medical leave, or other authorized leave in which cases the limit shall be one hundred and twenty (120) days except further for cases combining family leave with childbirth leave, in which case the limit shall be the duration of the leave mandated by the state or Federal government. This provision shall not be deemed to make temporary employees subject to any other provisions of this Agreement. The intent and application of this Section is to meet short-term and emergency needs, and not to replace permanent positions.

- E. A temporary or casual employee who, while serving in such capacity, is selected to fill a permanent position shall be credited with any continuous service from date of hire.
- F. At such time as the Employer determines that it will commence a new operation at a new facility, it will advise the Union and offer to meet and confer on the matter of extending the Agreement to employees in the new operation.
- G. The parties understand and agree that the purpose of this Article is solely to recognize the Union's exclusive right to represent the bargaining unit as herein defined, and nothing in this Article shall be construed to guarantee the continuation of employment by the Employer in any classification or employing unit at any level.
- H. Persons working at AchieveKids as employees of AchieveKids, performing work covered by this Agreement as described in Sub-Section A above, but funded under special programs, shall be covered by this Agreement to the extent allowable by law; however, it is understood that any provision of any contract supplying such funding which conflicts with a corresponding provision of this Agreement shall govern. The parties shall meet and negotiate prior to the implementation of such conflicting contract.

SECTION 2. SCOPE OF AGREEMENT

- A. Exclusive Record. This Agreement and its Appendices are the exclusive record between the parties on matters of wages, hours and working conditions. Nothing in this Agreement shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly set forth in this Agreement; nor shall either party be deemed to have agreed to promise to do or refrain from doing anything unless this Agreement explicitly sets forth such agreement or promise.
- B. Amendment During Term of Agreement

1. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. Notwithstanding Sub-Section 2.B.1 above, the parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative of each party, and any verbal modification or amendment shall be of no force or effect.

SECTION 3. NO DISCRIMINATION

- A. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed, national origin, sex, sexual orientation, or to the extent prohibited by law, on account of age, or on the basis of any protected classification recognized by State or Federal law applicable to AchieveKids.
- B. The Employer agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the Employer.

SECTION 4. RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with AchieveKids to assure maximum service of the highest quality and efficiency to the clients consistent with its obligations to the workers it represents. AchieveKids and the Union affirms the principle that harmonious labor-management relations are to be promoted and furthered.

SECTION 5. UNION SECURITY

- A. Each present employee covered by this Agreement who informs the Employer, in writing, of his/her membership in the Union shall, as a condition of continued employment, maintain his/her membership in the Union in good standing.

B. Condition of Employment

All employees in the unit who have authorized a Union dues deduction or who are a service fee payer on the effective date of this Agreement shall have their dues deduction continue as a condition of employment.

All *new* employees, as a condition of employment, who become covered by this Agreement on or after its effective date shall, upon hire into a classification covered by this bargaining unit, execute an authorization for a payroll deduction for one of the following: 1) Union dues; 2) a service fee; or 3) if the employee qualifies, a charity fee equal to the agency fee to a mutually agreeable fund that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. No persons shall be eligible for employment until they have executed an authorization for payroll deduction. Employees will have a ten (10) day grace period after hire to execute an authorization for payroll deduction. If the employee fails to execute an authorization for payroll deduction, the Employer shall separate the employee from employment immediately for just cause.

A member that requests a change of his/her union status from that of being a member to that of being a service fee payer may do so only during the twelve (12) months prior to the expiration of the contract. The Employer shall then begin deducting an amount that is equal to the agency fee.

C. Religious Exemption

Any member or service fee payer who wishes to request religious exemption may do so at any time during the year. To qualify for the charity fee deduction in lieu of Union dues or an agency fee, an employee must certify to the Union that he or she is a member of a bona fide religious body whose traditional tenets and teachings include objections to joining or financially supporting unions. A person who requests the charity fee deduction shall be required to submit to the Union a "Statement of Religious Exemption" form.

The deduction shall not be forwarded to the agreed upon fund until the Union has notified the employer that the Union has approved of the exemption. The Union will receive from the Employer a quarterly proof of payment to the 501(c)(3) fund.

D. No employee shall be separated for non-membership in the Union if the Employer has reasonable grounds for believing that the Union's request is for reasons other than the failure of the employee to remain in good standing, which means only the obligation to tender periodic dues uniformly required as a condition of membership in the Union.

- E. Each employee covered by this agreement who is hired subsequent to the execution of the agreement shall be granted a thirty (30) minute union orientation meeting with a union representative to be held during the new hire orientation on their first day of employment, provided that a union representative is available at the time of the scheduled orientation. The orientation shall not be delayed in order to ensure that a union representative is available; the union orientation meeting shall take place during some other mutually agreeable time. Should that day fall during a vacation or non-operation day, the union representative shall be notified at least twenty-four (24) hours in advance and allowed access to the premises of the new hire orientation.
- F. Within ten (10) days from the date of hire of a new employee covered by this Agreement, the Employer will fax to the Union office the new employee's SEIU salary deduction authorization form. Within ten (10) days from the date of hire of a new employee covered by this Agreement, the Employer will notify the Union's Chapter President, in writing or by email, the name, classification, hire date, and work site of the new employee. Within ten (10) days of the separation of an employee covered by this Agreement, the Employer will notify the Union office and the Union's Chapter President in writing or by email.

SECTION 6. SALARIES

- A. 1. Minimum salaries shall be paid in accordance with the Minimum Salary Schedules attached hereto and made a part of this Agreement through December 1, 2014. There will be no salary increases for the duration of this agreement.
- 2. The Union and the Employer agree that the Annual Performance Bonus will be suspended for the duration of this Agreement. The Labor/Management Committee may consider eligibility criteria for award of any future Annual Performance Bonus, subject to final approval of AchieveKids management.
- B. Effective July 15, 2005, employees shall be paid every other week on Friday. Beginning on July 8, 2005, the end of the pay period will be the Friday preceding the payday.
- C. Performance evaluations shall be made 1) at the end of the employee's probationary period and 2) annually thereafter. Minimum increases will be granted at these times in accordance with the Salary Schedule attached, as set forth in Sub-Section 6.A above. Succeeding increases occur at the beginning of the first full pay period following the completion of the

entire corresponding length of service requirement. Further salary increases may be made upon the recommendation of the employee's supervisor.

- D. Employees may request an itemization of all accrued sick leave, floating holidays, and accrued vacation leave, including accrued fifth week due to the employee. This information shall be made available to the employee within three (3) working days of said request. Such requests shall not be made more than once every two (2) months.
- E. When compensation is earned for only a portion of a pay period, an employee's salary shall be calculated on the basis of the basic straight-time hourly rate computed by dividing the monthly rate by 173.33 for administrative employees or by 162.5 for program employees.
- F. When the employer assigns another employee to assume routine and essential duties of the positions of an absent employee in a higher classification for two (2) or more consecutive days or for three (3) or more days of a regularly scheduled absence, that employee will receive additional compensation as follows:
 - a) If the substituting employee meets all the legal and/or codified requirements for the position, that employee will be paid at the higher classification at the first step which is higher than his/her current salary, or at (7%) percent whichever is greater.
 - b) If the substituting employee does not meet the requirements, he/she will be paid a premium of ten (10%) percent over his/her current salary.
- G. The employer and the Union agree that the fact that the wage scales of this contract are minimum wage scales does not affect the right of the Union to negotiate wage scales during subsequent contract negotiations.
- H. The School Director at each work site shall designate one Program Counselor who will assume the routine duties of the teacher whenever the teacher is absent, or is onsite but out of the classroom performing other duties, such as a planning day. When a teacher is absent or out of the class for the full day, the designated Program Counselor for that classroom will be paid a premium of ten percent (10%) percent over his/her current salary for performing the duties and responsibilities as outlined by the School Director:
- I. AchieveKids will continue to keep the position of Program Counselor II. The Program Counselor II position will be at a ten percent (10%) wage increase above the current Program Counselor I position. There shall be up to two (2) Program Counselor II positions at each work site (Palo Alto and San Jose).

The responsibilities of a Program Counselor II position is different from the responsibilities of a “designated” Program Counselor as specified under the preceding subsection, Sub-Section 6.H. If a Program Counselor II is designated to handle the routine duties of a teacher during the teacher’s absence, he/she will not receive the additional ten percent (10%) under the preceding subsection, Sub-Section H.

J. Employees Hired to Work Exclusively at Public School Sites

All new employees hired to work exclusively at public school sites shall be contracted to work on a schedule that reflects the applicable public school’s annual calendar (approximately 180 days). Salaries for such employees will be calculated to cover the days per year that the applicable public school program is in session. The contracts and salaries of such employees therefore will not reflect work at an AchieveKids site during the public school’s summer break unless specifically contracted by AchieveKids to perform work during the summer.

Employees hired pursuant to this Section may elect to be paid by (1) receiving their salary applicable to the public school program over the approximately ten-month period when the public school is in session only, with no salary payments during the school’s summer break; or (2) receiving their salary in payments spread out over the entire 12-month year.

For such employees, AchieveKids will maintain the applicable medical, dental, and vision insurance premiums during the period that the public school is closed for the summer break.

- K. The School Director at each work site shall designate one teacher who will assume the routine duties of the School Director whenever the School Director is absent. When the School Director is absent or out of school for the full day, the designated Teacher will be paid a premium of ten percent (10%) over his or her current salary for performing duties and responsibilities as outlined by school.

SECTION 7. BILINGUAL PAY

Employees certified by the employer to be conversationally proficient in a second language and who are able to be flexible to meet the needs of the school will be paid fifty dollars (\$50.00) per month. Languages included in this policy are Spanish, Tagalog, Vietnamese, Mandarin/Cantonese, and any other language as determined by the Employer to be supportive

of operations The number of employees who may be certified shall not exceed eight (8) employees per language per site at the Employer's discretion. Employees certified under this section are expected to represent AchieveKids positively when speaking with students and families.

SECTION 8. PERFORMANCE REVIEWS

- A. Annual performance evaluations shall be given to all non-probationary employees, including employees who may be serving a probationary period because of a job classification change.
- B. The annual performance evaluation period shall be from June 1 through May 31 of each year.
- C. The Labor/Management Committee may provide input on criteria for the annual performance evaluation process, subject to final approval of the Employer.
- D. Within the first three to four months of a new employee's probationary period, the employee's supervisor will meet to discuss his or her progress. This meeting will be documented in writing.
- E. Changes to performance criteria that are used in determining a performance bonus will be distributed to employees at least three (3) months prior to implementation of change.
- F. Any performance bonuses that are given in future years will be based on the employee's annual performance evaluation and will be paid by December 1st of that year.
- G. The amount of the bonus will range from zero (0%) to three (3%) percent of the employee's annual gross salary.
- H. All employees who were hired before June 1st of the preceding year will be eligible for an annual performance bonus during the years in which performance bonuses are given.
- I. AchieveKids believes that an appeals procedure is an important part of a performance evaluation process. A non-probationary employee who disagrees with his/her performance evaluation may appeal the performance evaluation in accordance with the Employer's Performance Evaluation Appeals Process. Performance evaluations shall be appealed in accordance with the Performance Evaluation Appeals Process and shall not be subject to the grievance procedure under this Agreement.

SECTION 9. TEACHERS

- A. Effective July 11, 2005, teacher trainees, NCLB registered interns, and teachers with full credentials will be placed on the appropriate pay scales in Appendix D.
- B. Teacher trainees, NCLB registered interns, and teachers with full credentials shall continue to receive all vacation and paid leave granted in Section 12 of this contract. This includes all paid holidays, non-operation time, floating holidays, and vacation time.
- C. Teacher trainees, NCLB registered interns, and teachers with full credentials who have earned the additional time, as specified in Sub-Section 12.O of this contract will still receive this additional time.
- D. NCLB registered interns, and teachers with full credentials with two (2) or more years of tenure as NCLB registered interns, and teachers with full credentials at AchieveKids will receive ten (10) additional floating holidays. These floating holidays will be given to each NCLB registered intern, and teachers with full credentials on July 1st of each year, and must be used by June 30th of the same fiscal year. If a NCLB registered intern or teacher with full credentials anniversary falls after July 1st, their floating holidays will be prorated accordingly.

SECTION 10. HOURS OF WORK AND OVERTIME

- A. Except for the summer session at the AchieveKids' school program covered in Sub-Section D below, the work week for the classifications in Pay Ranges designated "Ad" shall be forty (40) hours; the classifications in Pay Ranges 10 and below designated "Pr" shall be thirty-seven and one-half (37.5) hours. As necessary, employees may be scheduled to work overtime. When required, the Employer will make its best effort to provide employees reasonable advance notice. The Employer provides compensation to non-exempt employees for all overtime hours worked in accordance with State and Federal law. Unless a written request to work a schedule involving work days longer than eight (8) hours is approved in accordance with applicable law, employees who work more than eight (8) hours in a day shall receive either a premium totaling one and one-half (1.5) times the regular rate of pay or one and one-half (1.5) times the number of overtime hours worked as compensatory time off, depending on program needs. Employees who work more than twelve (12) hours in a day shall receive a premium totaling two times the regular rate of pay

for hours above twelve (12) hours. This daily overtime provision shall not apply to future new programs. No overtime is to be worked or compensated for without prior approval.

- B. The parties recognize the nature of the work performed by the professional exempt staff. Because successful performance is not directly related to time input, the parties agree that such staff shall be accountable for results rather than time worked. Except for summer session covered in Sub-Section D below, the Employer shall assign all work on the basis of an assumed one hundred sixty-two and one-half (162.5) hour work month, and all professional exempt staff shall work an assumed one hundred sixty-two and one-half (162.5) hour month, striving for an average work week of thirty-seven and one-half (37.5) hours and an average work day of seven and one-half (7.5) hours. As a result, no employee shall suffer adverse action for working less than thirty-seven and one-half (37.5) hours per week or less than seven and one-half (7.5) hours per day. For the professional exempt staff, when special circumstances beyond the usual job requirements require unusual time demands over an extended period of several days within a pay period, the Employer shall normally honor requests for the pay for that pay period to be one hundred ten percent (110%) of the base pay. For purposes of the Sub-Section B "professional exempt staff" shall mean the classifications in Pay Ranges 11 through 16.

A committee of the Mental Health Professionals and a representative of the Union will meet with the Employer to discuss issues of workload consistent with the objectives of this section.

- C. All Employees covered by this Agreement shall take an uninterrupted lunch period of no less than thirty (30) minutes. Employees shall be relieved of all duty (shall be "off duty") during their lunch periods. Nonexempt hourly employees must record the time taken for a lunch period on his/her timecard and will not be paid for that lunch period.

For employees whose workday is no more than six (6) hours, the lunch period may be waived by mutual consent of the Employer and the employee.

For nonexempt hourly employees whose workday exceeds six (6) hours, the Union and the Employer agree that "on duty" or "on the job" paid lunch periods shall be permitted only on occasions when the nature of the work prevents an employee from being relieved of all duty and the employee has received prior approval from a School Director for an "on duty" lunch period. The employee also must separately agree, in writing, that the nature of the work prevents the employee from being relieved of all duty. (See AchieveKids Lunch Period

Agreement attached as Appendix E.) The employee may revoke his or her individual lunch period agreement at any time.

- D. Section 10.A and B, shall be modified during the summer session for school program employees to provide for work weeks two and one-half (2.5) hours shorter than those specified in Sub-Sections A and B above with specific schedules established after due consideration of employee convenience and program and/or administrative requirements. In the event a state, county, school district, or other funding source requires a program week of more than twenty-five (25) hours, the Employer agrees to notify the Union and upon request meet and confer on the impact.
- E. Teachers will have one (1) full day per calendar month for planning purposes. Teachers will remain on site in case needed unless specifically approved by supervisor.
- F. On-Call Pay: Nonexempt employees who report to work while on-call, but who are furnished with less than four (4) hours of work, will be paid a minimum of four (4) hours of pay at the employee's regular rate of pay.

Nonexempt employees who must respond to a work-related incident while on-call without reporting to a work location, but who are furnished with less than two (2) hours of work, will be paid a minimum of two (2) hours of pay at the employee's regular rate of pay.

Employees who are normally required to provide on-call duty as part of their job duties will be placed on a scheduled rotation so as to provide regular relief from on-call status.

SECTION 11. HOLIDAYS

- A. The following ten (10) days shall be observed by staff as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

In addition, each employee is entitled to two (2) floating holidays to be taken by mutual consent of the employer and the employee.

For scheduling purposes, employees are to provide 30 days' advance notice for requests for taking floating holidays. Requests for floating holidays will be resolved on a first-come-first-serve basis with respect to any scheduling conflicts between employees.

In the event of special circumstances, employees can request floating holidays without providing the 30 days notice with the supervisor's approval.

- B. Any holiday set forth above which shall fall on a Saturday shall be observed the previous Friday. Any holiday set forth above falling on a Sunday will be observed on the following Monday.
- C. Any administrative staff who shall be required to work a holiday, as set forth above, shall receive his/her regular hourly rate for all such hours worked and shall, in addition, receive holiday pay of one-and-one-half (1.5) times the regular hourly rate, provided that the employee may elect another day off within thirty (30) days in lieu of receiving holiday pay.

SECTION 12. VACATION AND PROGRAM CLOSURES

- A. For purposes of this Section, each AchieveKids school site program will have operating days and non-operating days. Non-operating days are defined as those days that a program closes down and there are no clients (children and/or families) present. "Program staff" is defined as those staff members who work in a program directly with children and/or families when school is in session. "Support staff" is defined as all other staff members, i.e. those who do not work in a program directly with children and/or families, and whose work is not dependent upon school being in session.
- B. Program Staff
 - 1. AchieveKids will determine and announce by January 15th the school program calendar for the next school year. The school calendar will include operating and non-operating days, holidays, minimum days and staff training/prep days. School programs operated by AchieveKids at both the San Jose and Palo Alto sites will have the following uninterrupted weeks of paid leave:

- One full week (5 days) immediately before the summer session.
- Three full consecutive weeks (15 days) immediately following the summer session.
- Two full weeks (10 days) beginning in December.
- One full week (5 days) beginning in March or April.

Those who have completed at least two months of employment and who are in active status (not on an unpaid leave of absence) on the day before and the day after the scheduled school closure will be paid their regular rate of pay for the number of hours normally scheduled at the time of the closure for the duration of the closure.

2. To implement this change, Program Staff will receive payment for any accrued vacation after this contract is ratified and signed in two installments. The first half shall be cashed out no later than December 31, 2011 and the second half no later than December 1, 2012. Employees with more than five years of employment will retain up to ten (10) days of vacation accruals.
3. However, in the event that AchieveKids is required to reduce the number of operating school days or if overriding business needs require AchieveKids to have more than 218 operating days in a school year, AchieveKids will not be obligated to close the school for seven full weeks. If such an event occurs, AchieveKids will meet to negotiate the changes prior to implementation. In addition, if AchieveKids is mandated by the state to implement furlough days, AchieveKids will meet to negotiate the changes prior to implementation to the extent required by law.
4. Program staff in Outpatient Mental Health, and any other programs which do not have non-operating days, will schedule their accrued vacation throughout the year upon agreement with the employee's supervisor after due consideration of employee convenience and of program and administrative requirements.

C. Support Staff

1. Support Staff work throughout the year. Unlike Program Staff, Support Staff accrue paid vacation time at the rate of four weeks per year for full-time employment. Support staff working less than full-time will accrue paid vacation time on a pro rata basis. Support staff begin accruing paid vacation time on their first day of work; however,

support staff may not use accrued vacation until the employee has completed two full months of employment.

- D. Employees working in more than one program shall accrue vacation in accordance with the rate for the program in which s/he spends the greatest percentage of his/her time. Such employees will be expected to work during the operating days of all of the AchieveKids programs in which s/he works even though it may be a non-operating day for another AchieveKids program in which s/he works.
- E. Employees shall begin to accrue vacation leave from the first day of service.
- F. Vacation entitlements herein shall be rounded to the next higher full day.
- G. All employees with more than five (5) years of service shall accrue five (5) vacation days every July 1st. Annual vacation accrued and entitlement shall be determined as of the end of June each year. In the event an employee fails to use his or her total accrued vacation during the year following accrual determination, accrual will stop until vacation is taken.
- H. If a holiday, as set forth in Section 11, occurs during an employee's vacation period, the employee shall be granted an additional day of vacation.
- I. Vacation accrual cannot be cashed out except upon separation from employment with AchieveKids. Full payment of any unused accrued vacation leave time shall be provided to each employee upon the employee's separation from AchieveKids' service.
- J. AchieveKids, upon granting a vacation request from a program staff member for a time outside of non-operating days or from a support staff member, will make arrangements to provide such coverage as AchieveKids deems necessary in the employee's absence. Request for vacation must be submitted at least four (4) weeks prior to the requested vacation date. The employee must have completed two (2) months of service prior to using vacation.
- K. Vacation accruals will be provided on employees' pay stubs.

SECTION 13. SICK LEAVE

- A. Sick leave with pay shall be granted in the event of an employee's personal illness or injury. Employees may also use their sick leave for medical or dental appointments or to care for an injured or ill immediate family member, as defined in Section 13B below. In

special circumstances, the Human Resources Director may authorize the use of sick leave in cases of unusual job stress.

- B. For the purposes of this Section, the "immediate family" is defined as spouse or domestic partner for whom the employee has signed the Affidavit of Domestic Partnership provided in Appendix B and hereby made a part of this Agreement, parent, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, or other dependent, as recognized by the Internal Revenue Service or where the employee maintains Power of Attorney over the family member, or any other special circumstance as approved by the Director of Human Resources or designee.
- C. Sick leave shall be earned at the rate of .92 working day per month for full-time employees (or eleven (11) working days per year). There shall be a six hundred (600) hour limit to the amount of sick leave, which may be accumulated. Employees working and being compensated for a less-than-full-time schedule, will be paid during sick leave at the same daily or other rate that is in effect for their regular shortened work schedules.
- D. If an employee is absent on paid sick leave and a holiday occurs during such absence, s/he shall receive the holiday pay and the day shall not be charged against his/her sick leave accruals.
- E. An employee on sick leave for three (3) consecutive days or more may be required to furnish a doctor's certificate prior to returning to work. An employee may be required to furnish a supporting written statement from a licensed medical practitioner on absences less than three (3) days when the employer has reasonable cause to believe that an employee is abusing his/her sick leave with pay option. The employee must be apprised of the medical verification note request prior to his/her return to work.
- F. The payment of sick leave with pay shall not affect or limit an employee's rights to full weekly disability benefits to which s/he may be entitled, under the California Unemployment Compensation Act. In cases where an employee is eligible to receive disability benefits payments, the employee shall receive full disability benefit payment plus such portion of his/her earned sick leave pay that shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling the employee to Worker's Compensation Insurance payments, the same method of integration with sick leave shall apply.

SECTION 14. FAMILY CARE AND MEDICAL LEAVE

The Leave policy is established in accordance with the California Family Rights Act of 1991 ("FRA") as amended by AB 1460 and the Federal Family and Medical Leave Act of 1993 ("FMLA"). Any amendment modification or interpretation of FMLA or FRA during the term of this Contract shall apply to this Section.

- A. Eligibility: Employees who have been employed by AchieveKids for at least one (1) year and who worked at least one thousand two hundred fifty (1,250) hours service during the year preceding the request for leave may take up to twelve (12) weeks unpaid leave during any twelve (12) month period. The twelve (12) month period shall be calculated on a rolling basis measured backward from the date that the employee's requested leave of absence would begin. Employees who request leave in connection with a pregnancy disability leave may be eligible for a total of seven (7) months leave when disability, California Family Care Leave and Medical Care Leave are combined.
- B. Basis for Leave: Employees may request a leave of absence under this Section for:
1. The birth of a child and to bond with or care for such child.
 2. The placement of a child with the employee for adoption or foster care and to bond with or care for the newly-placed child.
 3. The serious health condition of a spouse (or domestic partner for whom the employee has signed the Affidavit of Domestic Partnership provided in Appendix B), parent or child, which requires the employee's absence from work to care for the ill family member.
 4. An employee's serious health condition that makes the employee unable to perform the functions of his or her job.
 5. "Qualifying Exigency Leave," where the employee's spouse, child or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation and leave is needed for certain qualifying exigencies, such as attending certain military events, addressing certain legal or financial arrangements, arranging for alternative childcare, attending post-deployment

reintegration briefings or attending certain counseling sessions (qualifying exigency leave is not covered by the CFRA).

6. For purposes of this Section, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves, 1) inpatient care in a hospital, hospice, or residential care facility, 2) a period of incapacity requiring an absence of greater than three (3) days, or 3) continuing treatment by a health care provider.

- C. Military Caregiver Leave: An eligible employee who is the spouse, parent, child or next of kin of a covered servicemember may take up to 26 weeks of unpaid, job protected leave during a single 12-month period to care for a covered servicemember. A covered servicemember is a current member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties. Military Caregiver Leave is not covered by the CFRA.

An employee may be entitled to more than one period of military caregiver leave if the leave is to care for a difference covered servicemember or to care for the same servicemember with a substantial serious injury or illness, except that no more than 26 work weeks of leave may be taken within any single 12-month period.

AchieveKids will begin counting the 12-month period on the first day of leave taken to care for the injured or ill servicemember. During the 12-month period when Military Caregiver Leave is used, an employee is limited to a combined total of 26 weeks of FMLA leave for any reason.

- D. Leave Requirements: Employees requesting a leave of absence under this Section must:

1. Submit a written leave of absence request to his/her supervisor specifying the basis for and the expected duration of the leave of absence. Employees must provide thirty (30) days advance notice when the need for leave is foreseeable (i.e. anticipated date of birth, adoption or planned medical treatment). If an employee fails to provide thirty (30) days advance notice when the need for leave is foreseeable, AchieveKids may delay the commencement for a thirty (30) day period.

When thirty (30) days advance notice is not possible, employees should give as much advance notice as is practicable. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable.

2. Submit a medical certification from a health care provider that the employee or his/her child, parent, spouse, or domestic partner in fact has a serious health condition, the condition's expected duration, and the need for the employee to attend to the family member. The medical certification is not required to identify the serious health condition for which the leave of absence is requested.
3. Submit a certification for Qualifying Exigency. If an employee requests qualifying exigency leave, the employee must provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the member's active duty service. Employees must also provide a signed statement of the facts regarding the qualifying exigency and provide the approximate date on which the qualifying exigency began or will begin and the beginning and end dates for the absence that is a single continuous period of leave (or, for intermittent or reduced schedule leave, an estimate of the frequency and duration of the qualifying exigency). If the qualifying exigency involves meeting with a third party, the employee must provide appropriate contact information for the third party and a brief description of the purpose of the meeting.
4. Submit a certification for Military Caregiver Leave. If an employee requests leave to care for a covered servicemember with a serious injury or illness, the employee must provide medical certification that the serious injury or illness was incurred in the line of duty on active duty in the Armed Forces.
5. Return to work as agreed. Employees who do not return from leave as agreed or who do not seek and receive written approval for extension of the leave prior to its expiration are subject to termination. AchieveKids reserves the right to fill the position of any employee who does not return from leave on the agreed-upon date.

E. Employment and Benefit Continuation:

1. Employees granted a leave of absence under this policy are guaranteed the same or a comparable position of employment upon their return from leave of absence.

2. During an approved leave of absence, AchieveKids will continue all health, dental and vision benefits described in Section 17 under the terms and conditions existing at the time the employee requests the leave of absence. However, the health and medical benefit coverage of employees who are required to make premium co-payments may be terminated if the employee fails to make such payments. An employee who does not return to work from leave as agreed, may be required to reimburse AchieveKids for the costs of health, dental and vision coverage provided during the leave.
- F. Use of Paid Leave: Employees must use any accrued vacation while on Family Leave except for leave taken in accordance with Sub-Section B.1 above. In addition, an employee must use any accrued sick leave while on a Family leave due to the employee's own serious health condition. Use of sick leave while on a family leave is permitted, but not required, in the case of family illness, in accordance with sick leave policy (see Section 13).
- G. Limitations:
1. AchieveKids prefers that leave is taken generally in blocks of time (i.e. whole day increments).
 2. Intermittent or "reduced schedule" leaves are allowed when medically necessary. Qualifying exigency leave may also be taken intermittently or on a reduced-schedule basis.
 3. Leave for birth or placement of a child for adoption or foster care must be initiated within the first twelve (12) months after the birth or placement and must be taken in blocks of at least two weeks (but employers are allowed two exceptions allowing them to take leave in less than 2-week increments). Leave for birth or placement of a child will not be given concurrently to parents or legal guardians based on the same child; two (2) employees may be granted non-concurrent leaves.

SECTION 15. OTHER PAID LEAVE

- A. Absence on account of jury duty will be granted, with pay, for up to fifteen (15) working days.
- B. Absences with permission may be granted for a day or a part of a day, for good and sufficient reason not covered elsewhere in this agreement, subject to prior approval of the employee's supervisor (or later approval in case of emergency).

1. Such absences with permission for more than one (1) working day but no more than three (3) working days are subject to the prior written approval of the Executive Director or the Director of Human Resources or designee.
 2. Absences with permission longer than three (3) working days will not be compensated.
- C. It is imperative for the efficient operations of AchieveKids that employee absences be reported as soon as possible. If they can be anticipated, arrangements should be made in advance for an absence; if not, the employee should report in by telephone two hours prior to scheduled work time except where such call would interfere with an employee's regular sleep time, in which case the employee should report in as soon as possible, but no later than sixty (60) minutes prior to scheduled work time.
- D. Absences without permission will not be compensated.
- E. In the event of the death of a member of the employee's immediate family as defined in Section 13.B or of a son-in-law, a daughter-in-law, or a grandchild, or under special circumstances as approved by the Director of Human Resources or designee, the employee may take up to three workdays off with pay, and upon prior approval and documentation, up to two additional workdays when out-of-state travel is required for bereavement purposes.
- F. The Employer will make available the Catastrophic Leave Sharing Program to all regular employees who have completed one (1) year of service and are eligible for vacation accrual. The program allows employees to provide assistance in the form of donated accrued vacation leave to other employees who are on a leave of absence due to a catastrophic event. A catastrophic event is considered to be a discrete life threatening, verifiable illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the employee or immediate family member (as previously defined) for a prolonged period of time.

Donors may only donate unused accrued vacation leave and must maintain a minimum vacation balance of one week's vacation (37.5 or 40 hours). A recipient may receive up to a maximum of 150 hours of donated time; additional hours are subject to the written approval of the Executive Director or Associate Director. To be eligible for receiving catastrophic leave, the recipient must have exhausted all paid sick leave and vacation leave, and must have applied and been approved for leave. The recipient of donated leave will not accrue vacation leave credits while on catastrophic leave. If the recipient of catastrophic leave

returns to work before all donated time is exhausted, the excess hours will be returned to the donor(s).

Catastrophic leave runs concurrently with the Employer's other leave of absence policies. Donated leave will be integrated with other disability plans including, but not limited to, State Disability Insurance, Workers' Compensation, Social Security, the State's Paid Family Leave Insurance or Family Temporary Disability Insurance, or any other disability plan. In no case will the total of any disability payment and donated leave exceed the employee's regular wages.

For the employee's own health condition, catastrophic leave will run concurrently with the Family and Medical Leave Act. For circumstances other than the employee's own health condition, the use of donated time will be subject to the Employer's policies with respect to family sick leave usage. An employee who requests catastrophic leave to care for members of his/her immediate family may use up to six days of donated vacation leave provided the employee has not used the allowable six days of family sick leave or one-half of their annual sick leave accrual as provided for by state law.

The Catastrophic Leave Sharing program will be administered by the Human Resources Department. Approval will be at the discretion of the Executive Director or Associate Director after consultation with the Director of Human Resources. Requests must be made on the Catastrophic Leave Sharing Program request form, which shall indicate the number of vacation hours the employee wishes to donate, signed by the donor, and submitted to the Director of Human Resources. Donations must be in full hour increments.

SECTION 16. LEAVE WITHOUT PAY

- A. A leave of absence without pay may be granted for study or other personal reasons after one (1) full year of employment.
 - 1. Any request for a leave of absence must be submitted, in writing, and must state the reason for and duration of the leave. All requests are subject to prior approval by the Executive Director, Associate Director or Director of Human Resources.
 - 2. An employee who, when absent due to extended illness or to pregnancy, exceeds earned sick leave, may request to be placed on "Leave of Absence Without Pay."

- B. Each granted leave of absence without pay shall specify the term of the leave. At the expiration of the granted leave, the employee will be reinstated in his/her former position or an equivalent position, subject only to the provisions of Section 23.
- C. Any employee on leave of absence by reason of an industrial accident shall not have his/her anniversary day adjusted for purposes of this Agreement, when the leave of absence is less than twelve (12) months.
- D. Within thirty (30) days notice that an employee wishes to be relieved of summer session duties, AchieveKids will attempt to recruit a summer-only substitute. If an acceptable substitute is hired, a leave of absence shall be granted.
- E. Employees are also entitled to unpaid leaves of absence for military service. AchieveKids will grant military leave in accordance with all applicable federal and state laws. Verbal or written notice should be given as far in advance as practicable.

SECTION 17. EMPLOYEE INSURANCE PROGRAM

A. The Employer will continue to offer Kaiser Health Plan coverage to each employee and his/her dependents.

For cost containment purposes and to provide employees with another choice, the Employer may offer medical insurance coverage in addition to the health plans currently offered (Kaiser HMO, Blue Cross HMO and Blue Cross PPO).

Employees' current medical insurance premium costs will remain the same through for the length of the contract. See Appendix G.

Any medical health plan offered by AchieveKids will have the following maximum cost limits: a \$25 co-payment for each office visit, a \$10 co-payment for generic prescription drug coverage, and a \$30 co-payment for name brand drug coverage.

Depending upon availability from carriers, AchieveKids will continue to offer the current Kaiser HMO, Blue Cross HMO and Blue Cross PPO with the following maximum cost limits: a \$25 co-payment for each office visit, a \$10 co-payment for generic prescription drug coverage, and a \$30 co-payment for name brand drug coverage, with employees continuing to pay the 2011 employee rate. If unavailable, AchieveKids will meet and negotiate the changes with the Union. AchieveKids may also offer plans that fall outside the \$25 co-payment for each office visit, a \$10 co-payment for generic prescription drug coverage, and

a \$30 co-payment for name brand drug coverage maximum cost limits. Employees will share the cost savings of any cheaper plan with the employer 50/50.

In the event an employee chooses not to participate in any employer offered health plan, the Employer will contribute three hundred dollars (\$300) to any health plan of the employee's choice providing, however, that the employee will furnish evidence to the Employer of such health plan coverage and costs thereof. Employees initially hired to work less than seventy-five percent (75%) time and who elect dependent coverage will reimburse the Employer for premiums for such dependent coverage so long as they continue to be employed less than seventy-five percent (75%) time. However, all employees who are or become eligible for Employer-paid dependent coverage shall retain that eligibility regardless of any reduction in percent time, including all current employees.

- B. The Employer shall continue to offer dental coverage to each employee and dependents. at no cost to the employee or dependent coverage. The Employer will meet to discuss changes in insurance carrier during the term of this Agreement and any changes will be at least comparable coverage.
- C. The Employer shall offer vision coverage to each employee and dependents. Effective January 1, 2006, employees and/or their dependents shall be responsible for a \$20 co-pay for office visits and a \$20 co-pay for the purchase of lenses and/or frames. The Employer will meet to discuss changes in insurance carrier during the term of this Agreement and any changes will be at least comparable coverage.
- D. Coverage provided in Sub-Sections A, B, and C, will be suspended during a leave of absence of thirty (30) days or more except in the following circumstances: 1) if such leave is the result of an industrial accident, in which case the Employer will continue such coverage for a minimum of six (6) months; or 2) the leave of absence is protected leave under the Family Medical Leave Act or the California Family Rights Act, in which case coverage will be provided for the full twelve (12) weeks of protected leave. When coverage is suspended, the employee, will be offered continuation of coverage under COBRA. In all other cases, the employee must continue to pay his or her portion of the premium in order to maintain coverage.
- E. The Employer shall maintain coverage by UIB/DIB in accordance with the terms of the California Unemployment Insurance Code.

- F. Worker's Compensation Insurance is carried by AchieveKids and covers payment to the employee when injured on the job. Such payments include a schedule of compensation, medical expenses and benefits in case of death.
1. All work-related injuries or illness must be reported immediately to the employee's supervisor and the Director of Human Resources or designee. The Employer shall immediately notify the Union, by e-mail, of any work-related injuries or illnesses.
 2. The Employer may designate where an employee should report for treatment of work-related injuries or illnesses.
- G. The Employer shall insure all employees, at no cost to them, against any and all legal claims for personal liability arising from alleged malpractice or negligence while any such employee is performing his/her duties for the Employer, provided however this coverage does not extend to anyone while under the influence of intoxicants or narcotics.
- H. The Employer will continue to administer the 403(b) retirement plan in accordance with the Internal Revenue Code, including the discretionary employer contributions.

For each regular employee with more than one (1) year of service, the Employer will contribute to the 403(b) retirement plan by matching 100% of each employee's contribution to his or her 403(b) retirement plan, up to a maximum amount of 4% of the employee's annual salary. Such matching contributions shall be subject to any nondiscrimination tests or other limitations as required by the Internal Revenue Code and the Employee Retirement Income Security Act of 1974. The Employer retains the discretion to correct any failure to pass the nondiscrimination test by distributing amounts as required under the relevant tax rules.

Employees' interest in matching contributions shall vest at a rate of 20% per year, commencing at the end of an employee's second year of service and shall be 100% vested after six years of service, as follows:

Completion of Years of Service	Vesting Percentage
2 Years	20%
3 Years	40%
4 Years	60%

5 Years	80%
6 Years	100%

- I. For the term of this agreement, the Employer shall maintain all life, health, dental, and vision insurance benefits described in this section.
- J. When and if the corresponding current carrier(s) so allow(s), the term "dependents" in Sub-Section A, B, and/or C immediately above shall include a domestic partner for whom the employee has signed the Affidavit of Domestic Partnership provided in Appendix B, as well as the Domestic Partner's dependents.
- K. AchieveKids will provide a "dependent care spending account" program to which the employee contributes by payroll deduction with before-tax dollars and from which tax-free reimbursement is provided for IRS-qualified dependent care expenses, it being understood that funds accumulated but not spent by the end of the year are forfeited.
- L. AchieveKids will provide a pre-tax medical care spending account for reimbursement of treatment co-payments not already covered in Sub-sections A, B, and C to which the employee contributes by payroll deduction with before-tax dollars and from which tax-free reimbursement is provided for IRS pre-tax medical care expenses, it being understood that funds accumulated but not spent by the end of the year are forfeited.
- M. Effective March 11, 2004, coverage provided in Sub-Sections A, B, C for an eligible new employee will begin on the first day of the first full month following the new employee's hire date.
- N. AchieveKids will continue to provide a fully paid life insurance policy of at least \$25,000 for each employee.

SECTION 18. PAYCHECKS

- A. AchieveKids will provide the option of electronic (direct) deposit of payroll checks with banks and credit unions.
- B. In the event that employees who have not opted for electronic payroll deposit are scheduled to be absent due to vacation or school shutdown, they must notify AchieveKids in writing at least three (3) weeks prior to the vacation or school shutdown whether paychecks covered by this provision should be issued by mail or held for personal pick-up by the employee. If

employees fail to so notify AchieveKids at least three (3) weeks prior to the vacation or school shutdown, then the paycheck will be mailed to the employee at the address on file with AchieveKids.

SECTION 19. USE OF PRIVATE AUTOMOBILES

Any employee who is permitted to use his/her personal automobile or other vehicle in the course of his/her duties for the Employer shall be fully reimbursed on a regular basis for such use. Upon showing receipts and a mileage report, the Employer shall pay, in full, the cost of any parking fee or toll and shall reimburse the employee for mileage at the current published IRS rate. No employee will be authorized to use his/her car without filing with the Human Resources Department evidence of liability and medical insurance coverage. Every reasonable effort will be made for reimbursement by the following full pay period after reimbursement is requested in writing.

SECTION 20. PROBATION PERIOD

- A. New Employees will be on probation for one-hundred and eighty (180) days. The Employer will notify the Union if an employee's probationary period is extended. If the probation period is extended, the six-month increase will also be extended until the probation period is completed.
- B. Probationary employees shall be entitled to the benefit of all provisions of this contract unless specific exemption is made.
- C. Termination of an employee during the probationary period shall not be subject to review under any provision of this agreement.

SECTION 21. JOB DESCRIPTIONS AND WORK LOAD

- A. The Employer shall maintain a job description for each classification set forth in the Salary Schedule attached hereto. New or revised job descriptions shall be given to the Union Office and the Union Chapter President.
- B. Whenever the program or enrollment is changed so as to significantly affect the working conditions of employees covered by this Agreement, upon request, the Employer shall meet

and confer with the Union to discuss the effects of the changes on employees. The assignment of:

1. More than ten (10) students to one (1) Teacher.
- C. If more than 4 students are driven by one driver for a period of longer than two weeks, the Employer will offer to meet and discuss the situation with the Union. If an AchieveKids bus driver raises any safety issues with his/her supervisor about any given bus route and the bus driver's concerns remain unresolved, the Labor/Management Committee will meet to discuss other alternatives.
- D. The staff to student ratio throughout the organization differs, depending on student needs. If the staff to student ratio of any given classroom changes, the school program director will discuss the changes with the affected classroom teacher.

SECTION 22. SAFE AND SANITARY WORKING CONDITIONS

- A. Pursuant to the Occupational Health and Safety Act of 1970 (OSHA) and the provisions of AB-150 amending various Sections of the Labor Code of the State of California, the Employer acknowledges that it is her/his duty to maintain a safe and healthful work place. Likewise, it shall be the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to the Employer. The Employer shall then have a reasonable period of time to remedy any such hazard. If, in the judgment of the employee or the Union, the Employer has failed to remedy such hazard, the employee or the Union shall, pursuant to applicable laws and regulations, be free to contact the Industrial Safety Commission of the State of California for appropriate action. Pursuant to law, no adverse action shall be taken against any such employee of the Union by reason of making any such report.
- B. In the event the Division of Industrial Safety shall identify a violation or hazard, no employee shall suffer adverse action by reason of the employee's refusal to subject him/herself to such volatile or hazardous condition.

SECTION 23. TERMINATION OF EMPLOYMENT AND LAYOFF OR REDUCTION IN FORCE

- A. A voluntary termination is the instance in which an employee resigns. Such resignation should be submitted in writing thirty (30) days in advance, if possible, but not less than ten (10) working days.
- B. An involuntary termination is one in which the employee is released or discharged by the Employer. Such termination shall be for just cause, or because of a necessary reduction in force (see Sub-Section D, E and F following). Termination of an employee during the probationary period shall not be subject to review under any provisions of this agreement.
- C. A notice of ten (10) working days will be given the employee in the case of an involuntary termination other than for reduction in force; termination pay may be allowed in lieu of notice.
- D. In the event there is a layoff by reason of lack of work, major restructuring of program or budgetary restrictions, the Employer shall provide thirty (30) days' notice of any intended layoff to all affected employees or pay in lieu thereof. The Employer agrees to make reasonable efforts to avoid layoffs, however the decision of whether or not to institute layoffs or reductions in force shall remain a management right pursuant to Section 33. Layoffs or reductions in force shall be in order of seniority in a classification with the Employee with the least seniority in any classification in which they have been employed at AchieveKids. Employees scheduled for layoff shall be allowed to transfer into any open positions for which they are qualified.

Rehires shall be accomplished in inverse order of layoff, subject to the condition that no such rehire will be made after one (1) year from date of layoff. Any laid off employee who declines three job offers at the same or a higher pay range in accordance with the foregoing, shall lose the rehire privilege. Any employee rehired following layoff shall retain all credit for service from the date of hire, but excluding the period of layoff, and shall be entitled to accrue benefits under this Agreement, upon rehire, on the basis of such seniority.

- E. In the event a layoff or reduction in force appears to be necessary to the Employer, the Union shall be provided the opportunity to explore alternatives to layoff with the Employer prior to such layoff.
- F. In the event of layoff or reduction in force, any affected employee shall be entitled to severance pay in the amount of one (1) week's pay for every year of continuous service.
- G. If a laid off employee who has received severance pay is rehired within the number of weeks represented by the severance pay, the rehired employee will repay the portion of the severance pay corresponding to the difference between the number of weeks of severance pay and the amount of time actually on layoff status. The Employer will allow the employee to repay such amounts according to a reasonable payment plan.

SECTION 24. REQUESTS FOR INFORMATION

- A. In the event any potential new employer shall contact the Employer following the separation of any employee, the Employer shall respond only with a statement of the separated employee's dates of service and classification. More complete letter of reference shall be provided only with specific authorization, in writing, from the separated employee. Employees shall be notified of their standing with respect to being rehired prior their separation. The Employer, upon receipt of written authorization from a current or former employee, may give written or verbal references as authorized, to prospective Employers.
- B. Request to the Employer for information in connection with establishing or maintaining an employee's credit rating will be answered only if the employee approves, in writing, the furnishing of such information. The Human Resources Department will execute all such responses.

SECTION 25. BULLETIN BOARDS

The Employer shall make available a space in all work areas frequented by employees covered by this Agreement for the posting of official notices and announcements of the Union, except that such material may not be posted in program areas.

Such material shall be posted by the Union and shall be removed when it is no longer timely.

SECTION 26. CHAPTER LEADERSHIP

- A. The Union may designate three (3) employees per work site as Shop Stewards. It is agreed by the parties that the Union Officers and Stewards shall assist in the enforcement of all aspects of this Agreement, including the adjustment of grievances. It is agreed that the Union Officers and Stewards shall be allowed reasonable work time necessary to carry out his/her official duties. The Union Officers, the Stewards, and the Worksite Organizer shall constitute the Official Representatives of the Union at AchieveKids.

- B. There shall be up to six (6) employees in addition to the Local 521 staff negotiator(s) on the Union's negotiating committee. Negotiating committee members shall be released from their work assignments to attend the negotiation sessions with no loss in pay or benefits, but in no instance shall they accrue or be paid overtime as a result of attendance at the negotiation sessions. Release time arrangements shall include a reasonable amount of travel time. Every effort will be made to schedule negotiation sessions on non-program time.

SECTION 27. MEETING FACILITIES

The Employer agrees to make available suitable meeting facilities for the use of the Union, provided such use shall not conflict with activities at AchieveKids nor disrupt the work of employees.

SECTION 28. VISITS BY UNION REPRESENTATIVE

Duly authorized representatives of the Union shall be allowed access to the buildings and grounds of the Employer for the purpose of observing whether this Agreement is being observed, or to check upon the complaints of employees. This privilege shall be exercised reasonably and shall not disrupt the work of employees.

SECTION 29. DISCIPLINE AND DISCHARGE

- A. Non-probationary bargaining unit employees shall not be discharged or otherwise disciplined except for just cause.

- B. Counseling and supervision should normally precede discipline (warning letters, suspension, demotion, or termination). The Employer shall follow progressive discipline to provide corrective action, and the steps of this procedure shall include (1) Initial Reminder, (2) Focused Supervision, (3) Final Warning or Suspension, and (4) Discharge. In more serious situations, corrective action may progress directly to formal warning and termination procedures. Additionally, a paid administrative leave of 2-3 days may be implemented at any stage of the process when necessary to gather additional information or to conduct a necessary investigation.
- C. It is possible that one or several steps may be skipped, or that the severity of the problem will warrant suspension or immediate termination. Depending on the circumstances, the Corrective Action Procedures may be implemented beginning at any step.
- D. Managers will make their best efforts to take any disciplinary action within 30 days of the responsible manager having knowledge of the incident leading to the discipline.
- E. In the event of discharge, suspension or demotion, the Employer will provide written notice of said disciplinary action to the responsible employee in person or by certified mail within ten (10) calendar days. The Employer will also provide a copy of said notice to the steward representing the employee, if applicable, and to the Worksite Organizer via certified mail, unless the employee refused union representation. The Notice will include the following information:
 - 1) A statement of the nature of the disciplinary action;
 - 2) The effective date of the disciplinary action;
 - 3) A statement of the cause of the disciplinary action.
- F. Non-probationary bargaining unit employees who have been discharged or otherwise disciplined have the right to file a grievance with respect to the discharge or discipline in accordance with Section 30, Grievance Procedure.
- G. Upon the employee's request, management will consider removing a warning letter of older than two (2) years from the employee's personnel file if no additional disciplinary action has been issued in the intervening period. Management will not be obligated to consider removing warning letters issued for/or related to circumstances where the employee's conduct constituted a hazard to students or others, or involved falsification of records, gross misconduct or insubordination.

H. Employees will be allowed to have a shop steward or worksite organizer present at meetings with supervisors or management representatives when such meetings are investigative or disciplinary in nature. Prior to such meetings, the Employer will notify the employee of this right. If the employee desires representation, the representation may not interfere with the Employer's right to conduct the meeting without undue delay. The Employer will use its best efforts to avoid scheduling meetings at unreasonable times.

SECTION 30. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute (including any claim or dispute relating to discipline or discharge) by an employee or by the Union concerning the interpretation, application or alleged violation of this Agreement. No matter shall be considered a grievance until it is first taken upon orally by the employee and/or a Union Officer/Shop Steward with the immediate supervisor, who will attempt to settle the matter. If the alleged grievance is not settled it shall be reduced to writing.

Such written grievance shall contain a clear statement of the nature of the grievance citing applicable contract provisions, the date of the occurrence of the action upon which the grievance is based, the proposed solution to the grievance, the date of the grievance, and the date of the execution of the grievance letter, the signature of the grievant(s) and/or the signature of the Union Representative, and shall be filed with the Director of Human Resources within thirty (30) calendar days following the date the grievance occurred or may have occurred, or the date the grievant(s) could reasonably be expected to have known of the occurrence.

Step 1 - Formal Meeting: Within ten (10) working days after the written grievance has been filed with the Director of Human Resources, the Field Representative or authorized Union Representatives shall meet with the Director of Human Resources in an attempt to resolve the grievance. Within five (5) working days after such meeting, the Employer shall render an answer in writing. When an unsatisfactory answer is received, the grievance may be referred to mediation. The request for mediation must be made in writing within thirty (30) calendar days after receipt of the answer.

Step 2 - Mediation: If the grievance or complaint is not resolved at Step 1, the Union shall have ten (10) work days after receipt of the Employer's Step 1 response in which to notify the Employer, in writing, that it intends to take the grievance to mediation.

The following procedure will apply if a grievance is taken to mediation:

- To expedite the process and to save costs, the parties agree to use mediators provided by the California State Mediation and Conciliation Service (SMCS). If SMCS is unable to assign a moderator within thirty (30) calendar days of the date the request was submitted, then the Union may move the grievance to Step 3 Arbitration.
- A meeting on the grievance shall be held at a time and place agreed upon by the parties and agreeable to the mediator, at which both parties shall be allowed to present their respective positions, evidence and arguments. If the Employer is unable to meet within thirty (30) calendar days of the date when a mediator is assigned by the SMCS, then the Union may move the grievance to Step 3 Arbitration.
- The mediator will work with the parties to come to a mutually agreeable resolution to the grievance.
- Either the Employer or the Union may terminate the mediation process immediately by written notice at any time.

Step 3 – Arbitration: Upon receipt of written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable, impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within ten (10) working days after receipt of the written request for arbitration, either party may request the California State Conciliation Service to submit a list of five (5) arbitrators. Each party shall alternately scratch two (2) names from this list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. All expenses of the arbitrator shall be paid equally by the Employer and the Union, but each side shall bear its own costs of representation and/or witnesses. The arbitrator shall have no authority to amend, add to, subtract from, or change the scope of terms of this Agreement. The determination of the arbitrator shall be final and binding upon the parties.

Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to respond within the specified period of time without such extension or waiver, such party forfeits the grievance. Forfeiture shall be binding on the Union and Employer.

The Employer shall not be liable for, nor shall any grievance review or arbitration hearing concern a claim for back wages or other financial reimbursement for any period prior to one-hundred eighty (180) calendar days before the filing of the written grievance.

SECTION 31. JOB POSTING AND CAREER MOBILITY

- A. Job Posting: All job vacancies, along with a description of the duties and qualifications required, shall be posted at the work site and online, for a period of no less than five (5) working days before the closing date for accepting applications. A copy of such notice shall be sent to the Union at the time of posting.
- B. Career Mobility: The Employer is committed to career mobility for current staff. Accordingly, applications from present employees will be given first consideration in filling job vacancies, provided that these employees possess the requisite qualifications for the position. In the event that more than one (1) employee applies for a job vacancy, and such employees meet the qualifications equally, the selection shall be made on the basis of seniority.
- C. AchieveKids shall commit to assisting Program Counselors with obtaining and maintaining the skills required by any federal or state laws and regulations, including the Federal No Child Left Behind mandate.

SECTION 32. LOSS OF PROPERTY

- A. When an employee suffers damages or loss of property (example: eye glasses, clothing, etc.) during the course of working hours, the Employer shall reimburse said employee for the cost of replacement of said property, except that in those situations in which an employee has brought personal equipment into the program and left it unattended, or in which an employee has not utilized security areas (e.g., locker) available for protecting personal property, the Employer shall not be responsible for reimbursing employee for damaged or lost property.
- B. The Employer agrees to make lockers available to all employees at their work sites by a mutually agreeable date.

SECTION 33. NO STRIKE/NO LOCKOUT

The parties agree that for the term of this Agreement, the Union shall engage in no strike against the Employer and the Employer shall engage in no lockout of employees, provided that no employee shall be required to cross a duly sanctioned picket line of another labor organization.

SECTION 34. MANAGEMENT FUNCTIONS

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management including, but not limited to, the following:

- A. The determination or modification of Employer's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of the size, number, location and function of Employer's organizational units or other activities;
- B. The specification and acquisition of apparatus equipment and other materials;
- C. The establishment of methods of operation, including the institution of technological alterations in processes or equipment or both;
- D. The expansion or contraction of Employer's services generally, or any activity or function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically;
- E. The direction of the working forces, including the right to determine within the scope of job descriptions (Section 21) work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement.
- F. The recruitment, utilization and assignment of volunteers to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit under this Agreement unless they meet the criteria in Section 1.B;
- G. The employment, on a temporary basis of substitutes for members of regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement;
- H. The contracting with consultants and specialists to perform special assignments under the direction of supervision, it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments;
- I. The design and implementation of safety programs and plans for increased efficiency;
- J. The determination of employee qualifications;
- K. The right to select and hire new employees except as otherwise provided in this Agreement;
- L. The right to determine and reward meritorious performance;

- M. The right to select or employ supervisory employees (although the Employer shall give due consideration to possible promotion from within);
- N. The right to determine, from time to time, the number of hours worked, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in the Agreement;
- O. The right to determine the scheduling of vacations and other time off;
- P. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of employees, such reasonableness being subject to the provisions of Section 30 (Grievance Procedure).
- Q. AchieveKids reserves the right to make transfers of staff between work sites. Prior to implementation of any transfer that would significantly affect the working conditions of the employee, the Union shall be afforded the opportunity to meet with AchieveKids to discuss the effects of the transfer.

SECTION 35. SUCCESSOR CLAUSE

Any successor to the Board of Directors of AchieveKids, Inc., shall service notice to the Union of such transfer. During the first one hundred twenty (120) days of such transfer, this Collective Bargaining Agreement shall remain in full force and effect. The successor shall bargain in good faith with the Union during the one hundred twenty (120) day period.

SECTION 36. SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid remain in full force and effect.

SECTION 37. PERSONNEL FILES

No material relating to performance shall be placed in an employee's personnel file without the employee's knowledge. The employee shall have the right to meet to discuss any material to be placed in his/her personnel file and to insert a separate document containing comments on this matter. Employees may review their personnel file at reasonable times and upon reasonable

prior notice, and may request copies of all employment-related documents that they have signed. An employee's Union Representative may review the employee's personnel file or request copies of all employment-related documents that the employee has signed only with the employee's prior written authorization.

SECTION 38. TRAINING COMMITTEE

The Training Committee can be re-established or reconvened at the request of either party.

The parties agree to maintain an in-house Training Committee as follows:

Membership: A minimum of seven (7) members; every effort shall be made to have all job classifications represented. The Employer will have at least one (1), but no more than three (3) members on the Training Committee.

Charge: Determine what training activities should be carried out at AchieveKids. Decide on budget and other resource allocations for this purpose. Be available to serve as a forum for the discussion of safety issues. Determine the outcome of requests for extra educational leave and tuition reimbursement as defined and outlined in Section 38.

Scope: Such determined activities shall be in areas related to work of AchieveKids and shall be confined by the Committee's budget.

Meetings: Meetings will be held on a schedule to be determined by the Committee, subject to the concurrence of the Employer.

Voting: Decisions will be made by consensus; failing that, the decision will be made by majority of a quorum at a scheduled meeting.

Budget: Total expenditure over the year shall not exceed a budgeted amount of \$5,000.

Until further notice, there is no funding allocated to the training committee. At the request of the committee, the employer will consider allocating funds for the committee.

SECTION 39. EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT FUND

Non-probationary employees may visit programs, buy supplies and/or attend seminars and conferences when the supervisor and/or the school program director determines that such activities are sufficiently beneficial to the program as to outweigh the effects of the non-probationary employee's absence. AchieveKids will provide paid time off for these activities, and

will reimburse reasonable, related expenses incurred by the employee as set forth in this section. AchieveKids will also reimburse employees for membership fees for professional organizations that are directly related to the employee's field. For such approved membership fees, seminars, courses or other educational programs, beginning on July 1st of each year, each non-probationary employee shall be eligible for reimbursement for direct costs up to four hundred dollars (\$400) per year for employees with fewer than five (5) years of service, and up to four hundred fifty dollars (\$450) for employees with more than five (5) years of service and said amount may accumulate for no more than two (2) years to a total of \$800 for employees with fewer than five (5) years of service, and \$900 for employees with more than five (5) years of service.

1. In addition to the above tuition reimbursement, employees in the following categories shall be eligible for up to an additional one thousand dollars (\$1,000) per year to be used during that year for seminars, courses, and other educational programs that contribute to obtaining and maintaining an employee's license or credentials:

- a. Teachers and Registered Intern Teachers
- b. Licensed Mental Health Professionals and Mental Health Interns
- c. Speech and Language Pathologists
- d. Board Certified Behavior Analysts and Board Certified Associate Behavior Analysts.

2. Additionally, AchieveKids will provide full reimbursement to employees in pay scale 11 and above to cover the cost of applying for and renewing an employee's professional license, certification, or teaching credentials.

SECTION 40. LABOR/MANAGEMENT COMMITTEE

The Union and the Employer have agreed to establish a Labor/Management Committee to discuss operation of this Agreement. The committee will consist of the Employer, the official Union Representatives, and the Worksite Organizer or his/her designee. Revisions or additions to these guidelines may be made upon mutual agreement of the Union and Management representatives. The committee will meet monthly after program hours at a mutually agreeable time unless both parties agree not to hold a meeting on the basis of there being no agenda. The committee will also address issues of concern to either party.

This committee also may be convened by either party at any time to satisfy the Employer's obligations to meet with representatives of the Union under Section 21.B, C, and D. In these circumstances, the committee will discuss workload assignments, their durations, the possible appropriateness of premium pay for staff persons affected and any other relevant issues.

The Union and the Employer agree that the purpose of the Labor-Management Committee is to resolve issues of concern brought forward by bargaining unit employees or management. Through collaboration and cooperation on such issues of concern, the Union and Employer agree to treat each other respectfully during meetings. If communication breaks down such that meeting is no longer serving the purpose or the communication is no longer harmonious and respectful, either party has the right to end the meeting.

SECTION 41. RITUALS AND TRADITIONS COMMITTEE

AchieveKids will promote and support a committee whose purpose shall include the boosting of employee morale and the unifying of AchieveKids in all of its diversity. This shall be accomplished by the establishment of rituals and traditions that shall include the sponsoring of annual events such as holiday parties and summer barbecues. It may also include non-event activities such as the creation of peer recognition and appreciation traditions. Committee membership shall be open to any Union or non-Union employees on a volunteer basis and at least one employee from Management. The committee shall strive for diversity by including employees from all work sites and job classifications. The budget for this committee shall not exceed five thousand dollars (\$5,000); however, to the extent the Committee does not use the full five thousand dollars (\$5,000), the remainder will carry forward for use in the next year.


SECTION 42. TERM OF AGREEMENT

This Agreement shall remain in full force and effective from December 1, 2011 to and including November 30, 2014, and shall continue thereafter from year to year unless at least sixty (60) days' notice to amend, modify or terminate is served by either party upon the other, prior to November 30, 2014, or prior to November 30th of any subsequent year. In the event this Agreement is reopened pursuant to this Section, this Agreement shall be terminated sixty (60) days after such reopening or may be extended by mutual agreement of the parties.


SIGNED THIS 16 DAY OF December 2011

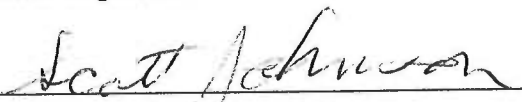
FOR THE EMPLOYER:
AchieveKids


FOR THE UNION:
Service Employees International Union Local 521

BY: 
Michael Gennette, Ph.D.
Executive Director



Betsy Chapman, Human Resources Director

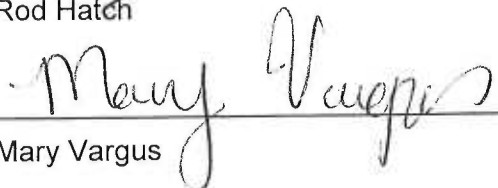
BY: 
Maggie Wong
Internal Organizer


Scott Johnson, Chapter Chair


Caitlin Thurston


Carl Hooper


Rod Hatch


Mary Vargus

APPENDIX A

SIDE LETTER OF AGREEMENT

This is to record that ACHIEVE, Inc. and Local 521, Service Employees International Union agree that current employees in the Outpatient Health Program are entitled to the same paid leave of absence each year as the School Program staff (as delineated in the third subparagraph of Paragraph VIII.D.1 in the Contract) in addition to their accrued vacation leave.

SIGNED THIS _____ DAY OF _____ 2009

FOR THE EMPLOYER:
AchieveKids

FOR THE UNION:
SOCIAL SERVICES UNION SEIU LOCAL 521

BY: _____

Jean Spurr
Associate Director

BY: _____

Brady Calma
Field Representative

Nancy Thomas, Chapter President

Philip Cory

Carl Hooper

Scott Johnson

Mary Vargus

APPENDIX B

**ACHIEVEKIDS
AFFIDAVIT OF MARRIAGE/DOMESTIC PARTNER**

SECTION I.

I _____, CERTIFY THAT.
Name of Employee (print)

Complete either "A" or "B":

A. _____ I, and _____
Name of Spouse (print)

were legally married on _____.
Date of Marriage

B. I, and _____ are domestic partners, and we:
Name of Domestic Partner (print)

1. Share the same regular and permanent residence, and
2. Have a close personal relationship, and
3. Are jointly responsible for "basic living expenses," as defined below, and
4. Are not married to anyone, and
5. Are each eighteen (18) years of age or older, and
6. Are not related by blood closer than would bar marriage in the State of California, and
7. Were mentally competent to consent to contract when our domestic partnership began, and
8. Are each other's sole domestic partner, are in a relationship of mutual support, caring and commitment, and are responsible for each other's common welfare.

"Basic living expenses" means the cost of basic food, shelter and any other expenses of a Domestic Partner, which are paid at least in part by a program or benefit for which the partner is qualified because of Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

SECTION II.

A. I understand that this affidavit shall be terminated upon the death of my spouse/domestic partner or by a change of circumstances stated to in this affidavit.

I agree to notify my payroll/personnel representative if there is any change of circumstances attested to in this affidavit, within-thirty (30) days of change, by filing a Statement of Termination of Marriage/Domestic Partnership.

B. After such termination, I understand that another Affidavit of Marriage/Domestic Partnership cannot be filed until ninety (90) days after a Statement of Termination of Marriage/Domestic Partnership had been filed with my payroll/personnel representative, unless such termination is due to the death of my spouse/domestic partner or the dissolution of my marriage.

SECTION III.

AFFIDAVIT OF MARRIAGE/DOMESTIC PARTNERSHIP

I understand that this information will be held confidential and will be subject to disclosure only upon our express authorization or if otherwise required by law.

We understand that this declaration of responsibility for our common welfare may have legal implications under California law.

We understand that a civil action may be brought against us for any losses, including reasonable attorney's fees, because of a false statement contained in this Affidavit of Marriage/Domestic Partnership.

We also certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

I, the undersigned ACHIEVE employee, understand that willful falsification of information on this affidavit may lead to disciplinary action, up to and including discharge from employment.

Signature of Employee

Signature of Spouse/Domestic Partner

Address

Address

Signed at _____

Date _____

APPENDIX C**MINIMUM WAGE SCHEDULE**

12 VII	Mental Health Professional II, Behavior Analyst II					
	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	60 MONTHS
7/1/2009	\$3,744	\$4,007	\$4,415	\$4,663	\$4,921	\$5,201
7/1/2010	\$3,744	\$4,007	\$4,415	\$4,663	\$4,921	\$5,201
11 VI	Mental Health Professional I, Behavior Analyst I					
	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	60 MONTHS
7/1/2009	\$3,566	\$3,816	\$4,204	\$4,440	\$4,688	\$4,952
7/1/2010	\$3,566	\$3,816	\$4,204	\$4,440	\$4,688	\$4,952
9 VA	Community Relations Coordinator					
	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	60 MONTHS
7/1/2009	\$3,201	\$3,404	\$3,750	\$3,955	\$4,172	\$4,404
7/1/2010	\$3,201	\$3,404	\$3,750	\$3,955	\$4,172	\$4,404
8 V.Pr	Intake Coordinator					
	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	60 MONTHS
7/1/2009	\$2,889	\$3,191	\$3,515	\$3,708	\$3,911	\$4,128
7/1/2010	\$2,889	\$3,191	\$3,515	\$3,708	\$3,911	\$4,128
7 V.Ad	Maintenance Technician					
	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	60 MONTHS
7/1/2009	18.47	19.64	21.65	22.83	24.06	25.42
7/1/2010	18.47	19.64	21.65	22.83	24.06	25.42
6 V.Pr	Instructional Technology Coordinator					
	START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS	60 MONTHS
7/1/2009	18.47	19.64	21.65	22.83	24.06	25.42
7/1/2010	18.47	19.64	21.65	22.83	24.06	25.42

5 IV.Ad	Administrative Assistant/Volunteer Coordinator					
		6	18	30	42	60
	START	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
7/1/2009	16.67	17.86	19.93	21.18	22.84	24.07
7/1/2010	16.67	17.86	19.93	21.18	22.84	24.07
4 IV.Pr	Vocational Trainer, Casemanager I, Behavior Trainer, BPC, Vocational Coordinator					
		6	18	30	42	60 MONTHS
	START	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
7/1/2009	16.67	17.86	19.93	21.18	22.84	24.07
7/1/2010	16.67	17.86	19.93	21.18	22.84	24.07
3 III Pr.	Program Counselor II					
		6	18	30	42	60 MONTHS
	START	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
7/1/2009	\$14.78	\$16.58	\$18.14	\$19.11	\$20.14	\$21.28
7/1/2010	\$14.78	\$16.58	\$18.14	\$19.11	\$20.14	\$21.28
2 III.PR	Program Counselor, Janitor					
		6	18	30	42	60 MONTHS
	START	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
7/1/2009	\$13.43	\$15.07	\$16.49	\$17.36	\$18.32	\$19.35
7/1/2010	\$13.43	\$15.07	\$16.49	\$17.36	\$18.32	\$19.35
1 II.Ad	Secretary, Billing Clerk, Clerical, Receptionist, Maintenance Assistant					
		6	18	30	42	60 MONTHS
	START	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
7/1/2009	\$14.75	\$16.07	\$17.67	\$18.60	\$19.61	\$20.66
7/1/2010	\$14.75	\$16.07	\$17.67	\$18.60	\$19.61	\$20.66

APPENDIX D

TEACHER SALARIES

Clinical Fellow - Speech and Language Pathologist								
	START	6 MONTHS	9 MONTHS					
7/1/2009	\$3,848	\$4,102	\$4,268					
7/1/2010	\$3,848	\$4,102	\$4,268					

Teacher Trainee - hired after March 11, 2004					
	START	6 MONTHS	12 MONTHS		
7/1/2009	\$3,335	\$3,555	\$3,694		
7/1/2010	\$3,335	\$3,555	\$3,694		

Teacher - Registered Intern					
Teachers on this level must be Registered Interns in a California State approved special education teacher training program. The "plus" units are units earned toward a special education credential.					
	START	BA + 10 units	BA + 20 units	BA + 30 units	BA + 40 units
7/1/2009	\$3,842	\$4,034	\$4,236	\$4,448	\$4,556
7/1/2010	\$3,842	\$4,034	\$4,236	\$4,448	\$4,556

Licensed Speech & Language Therapists, Teacher Level 3 - hired after March 11, 2004								
Teachers with valid California special education teaching credential as defined by "No Child Left Behind" regulations								
	START	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS	72 MONTHS	84 MONTHS
7/1/2009	\$4,784	\$4,927	\$5,074	\$5,226	\$5,382	\$5,543	\$5,709	\$5,880
7/1/2010	\$4,784	\$4,927	\$5,074	\$5,226	\$5,382	\$5,543	\$5,709	\$5,880

APPENDIX E

ACHIEVEKIDS LUNCH PERIOD AGREEMENT
[For Nonexempt Hourly Employees]

Certain nonexempt positions at AchieveKids may prevent the employee from taking a 30-minute lunch period on occasion, due to the nature of the employee's work.

The employee and AchieveKids agree that, on occasion, the nature of the employee's work prevents the employee from being relieved of all duty during the employee's lunch period. The employee and AchieveKids agree that on those occasions when (1) the employee is prevented from taking a lunch period because of the nature of his or her work, and (2) the employee has received prior approval from the School Director for an "on duty" lunch period for such occasion, the employee shall work an on-the-job or "on duty" lunch period that shall be paid for by AchieveKids.

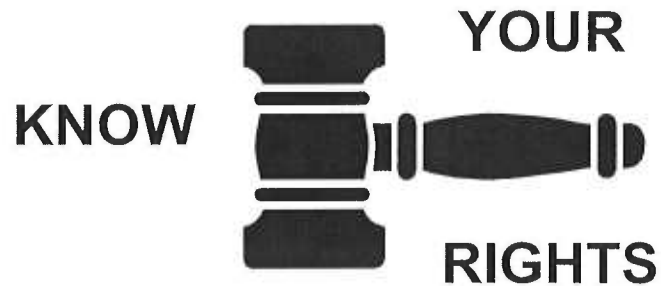
If a lunch period is taken, however, the employee must record that time on the employee's timecard and will not be paid for that lunch period. The employee may revoke this agreement at any time.

By signing this agreement, I, _____, agree to waive the lunch period on occasions when the nature of my work prevents me from being relieved of all duty during my lunch period and when I have received prior approval from the School Director for an "on duty" lunch period. I understand that by working an authorized "on duty" lunch period, I will be paid for the time worked. If I take a lunch period, I will record the time on my timecard and will not be paid for that lunch period. I understand that I may revoke this agreement at any time.

Signed By _____ Dated: _____
Employee

Signed By _____ Dated: _____
AchieveKids

APPENDIX F



THE RIGHT TO REPRESENTATION

If you are ever called into an interview meeting with your supervisor or manager so they can investigate a situation which might result in discipline, you have specific representation rights. These rights are summarized below:

1. You have the right to have a Union steward present.
2. If you want a steward there, you must ask for her or him.
3. If you do not know why your manager wants to meet with you, ask him/her if it is a meeting that could result in a discipline.
4. If your manager refuses to allow you to bring a steward, repeat your request in front of a witness. Don't refuse to attend the meeting, but don't answer any questions either. Take notes. Once the meeting is over, call your steward at once.
5. You have the right to speak privately with your steward prior to the meeting and during the meeting.
6. Your steward has the right to play an active role in the meeting. S/he is not just a witness.

These rights are called "Weingarten Rights," based on a 1975 Supreme Court Decision (*NLRB vs. J. Weingarten*). As with all of our rights, if we do not use them, we will lose them.

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer, which may lead to some disciplinary action, is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
 1. Grant the request and delay questioning until the Union representative is available.
 2. Deny the request and end the interview.
 3. Give the worker a choice of:
 - (a) Having the interview without representation or
 - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

APPENDIX G

Employee Health Insurance Rates for 2011 - 2014

<u>Anthem HMO</u>	<i>EE Portion Per Month</i>
<i>Employee Only</i>	\$34.12
<i>Employee + Spouse</i>	\$74.82
<i>Employee + Children</i>	\$61.29
<i>Employee + Family</i>	\$218.78
<u>Anthem PPO</u>	
<i>Employee Only</i>	\$69.14
<i>Employee + Spouse</i>	\$152.12
<i>Employee + Children</i>	\$124.46
<i>Employee + Family</i>	\$214.35
<u>Kaiser HMO</u>	
<i>Employee only</i>	\$88.76
<i>Employee + Spouse</i>	\$197.34
<i>Employee + Children</i>	\$179.52
<i>Employee + Family</i>	\$282.70

NOTES