

**ALAMEDA UNIFIED SCHOOL DISTRICT
CERTIFICATED LAYOFF AGREEMENT
2017-2018**

This Agreement is entered into by and between the undersigned employees ("Employees") and the Alameda Unified School District ("District"), collectively referred to as the "parties."

WHEREAS, Employees are each and all certificated employees of the District.

WHEREAS, the District asserts that there is cause pursuant to the applicable provisions of the Education Code, including, but not limited to, sections 44949 and 44955, to lay off Employees from their employment with the District, effective at the close of the 2017-2018 school year, and notified Employees accordingly.

WHEREAS, after receiving the District's preliminary notice of layoff, Employees each requested an administrative hearing, as is their right under Education Code section 44949.

WHEREAS, through their respective counsel, the District and Employees have agreed that the District need not proceed with the hearing specified in sections 44949 and 44955 in order to accomplish the layoff of Employees, and that in lieu thereof, this Agreement is being executed.

NOW THEREFORE AND IN CONSIDERATION OF THE ABOVE, IT IS AGREED AS FOLLOWS:

1. District Needs: The District represents that Employees' layoff is based solely on the needs of the District on the grounds set forth in Board Resolution No. 2017-2018.45, pursuant to Education Code sections 44949 and 44955, and in no way relates to the ability or performance of an individual Employee.

2. Withdrawal of Hearing Requests: Employees and each of them acknowledge that he or she shall not contest the District's pending certificated layoff proceeding. By entering into this Agreement each Employee specifically withdraws any and all related requests for hearing and/or notice of defense that he or she has submitted to the District, and that each declines to exercise his or her right to a hearing as provided by Education Code sections 44949 and 44955.

3. Seniority List: By no later than May 14, 2018, the District shall prepare and disseminate a Seniority List, which includes but is not limited to, the following information: the names of all Employees employed during the 2017-2018 school year, and each Employee's classification as permanent or probationary, their seniority date, and credential(s) held.

4. Preferential Reemployment Right: The District agrees that each Employee will have all applicable reemployment rights provided to him or her by Education Code sections 44956 and 44957, as well as all other rights and benefits granted by any other applicable statute, collective bargaining agreement, or Board policy. In conformity with section 44956, the right of reemployment for permanent employees shall be for a period for 39 months, and in conformity with section 44957, the right of reemployment for probationary employees shall be for a period of 24 months. During their applicable periods of preferred reemployment, Employees shall have a priority right, in order of seniority, to be offered substitute positions, temporary positions, and regular vacant positions consistent with their credentialing. Permanent Employees who are reemployed as substitutes shall be compensated in accordance with Education Code section 44956(e). Probationary Employees who are reemployed as substitutes shall be compensated at the long-term substitute rate of pay. Employees hired into substitute or temporary positions shall retain their statutory preferential reemployment right to a regular vacant position if

one becomes available for which they are certificated and qualified. As soon as is practicable upon learning of any available part-time or full-time position, the District shall contact Employees who are on the Reemployment List and who are certificated and qualified for the position, in order of seniority. The District shall contact Employees by telephone and/or email. Employee must keep the District advised of their current telephone number and personal email address. To accept the position, an Employee must respond within 24 hours to the District sending notice to Sandy Wong at swong@alamedaunified.org

5. Reemployment List: By no later than May 14, 2018, the District shall prepare and disseminate a copy of a Reemployment List, which includes, but is not limited to, the following information: the names of all Employees who will be laid off effective the end of the 2017-2018 school year, and each Employee's classification as permanent or probationary, their seniority date, graduate degrees, and credential(s) held. The District shall adhere to the Reemployment List to offer reemployment to laid-off Employees in accordance with their rights under Education Code sections 44956 and 44957 and this Agreement. Following the layoff, the District shall update the Reemployment List by adding verified information provided by Employees, such as the acquisition of additional credentials and graduate degrees and, if necessary, reapply the previously established tie-breaking and/or skipping criteria, as warranted.

6. Acceptance of Temporary, Substitute, and/or Part-time Position: An Employee's acceptance of a temporary, substitute, and/or part-time position shall not cause the Employee to lose his or her place on the Reemployment List, and s/he must be offered, in order of seniority, a regular vacant position equal to or greater than the full-time equivalent position from which the Employee was laid off, if one becomes available for which the Employee is credentialed and qualified.

7. Right to Decline Offers of Reemployment: Each Employee shall have the right to decline any and all offers of reemployment to a regular vacant position for which the Employee is credentialed and qualified during each year of their applicable period of reemployment under Education Code sections 44956 and 44957 (39 months for permanent employees; 24 months for probationary employees) without waiving their statutory preferential reemployment rights. Employee may only decline offers three (3) times in a given year. Nothing in this Agreement shall preclude the District from offering an Employee reemployment to a regular vacant position during a school year even if she or he has declined offers during the school year. However, if an Employee informs the District in writing that s/he is declining all offers during a particular school year, the District shall have no further obligation to inform the Employee of reemployment opportunities during that school year. Employees declining offers of reappointment to a regular vacant position in any one school year during their 39/24 month reemployment period shall not be deprived of any offers of reemployment for subsequent school year(s).

8. Unemployment Insurance: If an Employee applies for Unemployment Insurance benefits after his or her employment with the District ends on June 7, 2018, the District shall not contest the Employee's application.

9. Employee's Acceptance of Job in Another District or COE: The parties recognize that after the layoff, an Employee may sign an employment contract with another public school district or county office of education ("COE") and subsequently be offered reemployment by the District in a position the Employee prefers. If requested by the Employee, the District will promptly contact the public school district or COE, confirm that the Employee has been offered reemployment by the District, and request the Employee's immediate release from the signed contract. The parties understand and acknowledge that the District has no legal authority to compel the other public school

district to release the Employee from a signed contract.

10. No Break in Service: Should reemployment with the District occur, the period of the Employee's absence shall, consistent with Education Code sections 44956 and 44957, be treated as a leave of absence and shall not be considered a break in the continuity of service. Employees shall retain the classification and seniority date that they had when their services were terminated, as provided in Education Code sections 44956 and 44957.

11. Benefits: The health and welfare benefits that Employees currently receive shall continue unchanged through July 31, 2018. Thereafter, the District will timely provide to all Employees a notice informing them of their rights regarding continued health insurance, as authorized by any applicable state or federal law.

12. Agreement Constitutes Final Notice: Effective the last work day of the 2017-2018 school year, Employees shall be laid off from their employment and their employment with the District shall cease. This Agreement constitutes the final notice required by Education Code sections 44949 and 44955 that the services of the Employees will not be required for the ensuing school year, 2018-2019. No further notice of layoff, notice of non-reemployment, or other notice is required to complete the layoff of Employees.

13. No Past Practice: The parties agree that the terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever, but are solely due to the unique circumstances of this matter.

14. Counterparts and Copies: This Agreement may be executed in counterparts such that signatures appear on separate signature pages and shall be valid and binding as if all parties signed the same copy. A copy, facsimile, or original of this document with all signature pages appended together shall be deemed a fully executed and valid

agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date on which it is signed below, by a party or party representative.

District:

Date: _____

Timothy Erwin, Chief Human Resources
Officer, Alameda Unified School District

Employees:

Date: _____

Sada Ashkenes

Date: _____

Janet Balsiger

Date: _____

Samuel Beall

Date: _____

Xiaoyun Chen

Date: _____

Jamie Diaz-Yates

Date: _____

Monica Guzman

Date: _____

Tina Hopkins

Date: _____

Stacy Kaplan

Date: _____

Abigail Korver

Date: _____

Michelle Mason

Date: _____

Laura Nielsen

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date on which it is signed below, by a party or party representative.

District:

Date: 4/19/18



Timothy Erwin, Chief Human Resources Officer, Alameda Unified School District

Employees:

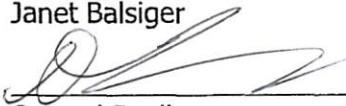
Date: _____

~~Sada Ashkenes~~

Date: _____

Janet Balsiger

Date: 4/20/18


Samuel Beall

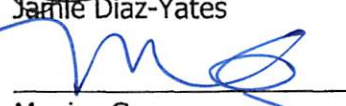
Date: 4-18-18


Xiaoyun Chen

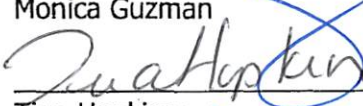
Date: 4-12-18


Jamie Diaz-Yates

Date: 4-18-18


Monica Guzman

Date: 4-18-18


Tina Hopkins

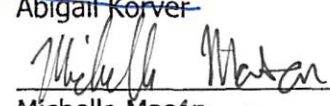
Date: 4-18-18


Stacy Kaplan

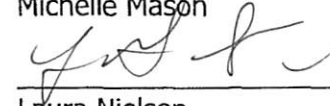
Date: _____

~~Abigail Korver~~

Date: 4/18/18


Michelle Mason

Date: 18 April 2018


Laura Nielsen

Date: 4/17/18

Rachel Ong
Rachel Ong

Date: _____

Michelle Poh

Date: _____

Elizabeth Scott

Date: _____

~~Tanya Stum~~

Date: _____

Sarah Tsalbins

Date: _____

Kamelia White

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Sada K. Ashkenes
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Date: _____

Janet Balsiger

Date: _____

Samuel Beall

Date: _____

Xiaoyun Chen

Date: _____

Jamie Diaz-Yates

Date: _____

Monica Guzman

Date: _____

Tina Hopkins

Date: _____

Stacy Kaplan

Date: _____

Abigail Korver

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Michelle Mason

Date: _____

Laura Nielsen

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Officer, Alameda Unified School District

Employees:

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Date: 4-19-18



Janet Balsiger

Date: _____

Samuel Beall

Date: _____

Xiaoyun Chen

Date: _____

Jamie Diaz-Yates

Date: _____

Monica Guzman

Date: _____

Tina Hopkins

Date: _____

Stacy Kaplan

Date: _____

Abigail Korver

Date: _____

Michelle Mason

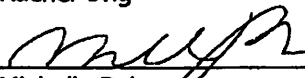
Date: _____

Laura Nielsen

Date: _____

Rachel Ong

Date: 4/13/18 _____


Michelle Poh

Date: _____

Elizabeth Scott

Date: _____

Tanya Stum

Date: _____

Sarah Tsalbins

Date: _____

Kamelia White

Date: _____

Rachel Ong

Date: _____

Michelle Poh

Date: 4/16/18

Elizabeth Scott
Elizabeth Scott

Date: _____

Tanya Stum

Date: _____

Sarah Tsalbins

Date: _____

Kamelia White

Date: _____

Michelle Mason

Date: _____

Laura Nielsen

Date: _____

Rachel Ong

Date: _____

Michelle Poh


Date: _____

Elizabeth Scott

Date: _____

Tanya Stum

Date: April 16, 2018



Sarah Tsalbins

Date: _____

Kamelia White

Date: _____

Michelle Mason

Date: _____

Laura Nielsen

Date: _____

Rachel Ong

Date: _____

Michelle Poh

Date: _____

Elizabeth Scott

Date: _____

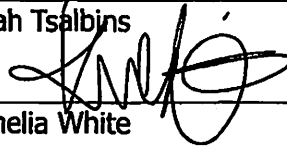
Tanya Stum

Date: _____

Sarah Tsalbins

Date: _____

Kamelia White

A handwritten signature in black ink, appearing to be 'Kamelia White', written over the printed name.