

**Berkeley Unified School District  
Office of the Superintendent  
2020 Bonar Street, Suite 126  
Meeting Location: 2134 Martin Luther King Jr. Way  
Berkeley, CA 94704  
Phone: (510) 644-6206 Fax: (510) 540-5358**

**BOARD OF EDUCATION SPECIAL MEETING \***  
Wednesday, June 26, 2013

Call to Order           The Presiding Officer will call the Meeting to Order at  
**7:25 p.m.**

Members Present:

Karen Hemphill, President  
Josh Daniels, Vice President  
Beatriz Leyva-Cutler, Director  
Julie Sinai, Director  
Judy Appel, Director

Administration:       Javetta Cleveland, Co-Superintendent  
Neil Smith, Co-Superintendent  
Delia Ruiz, Assistant Superintendent, Human Resources

The Board will begin its Regular Open Session after the conclusion of the Special Meeting under the authority of the Brown Act (including but not limited to Government Code section 54954.5, 54956.8, 54956.9, 54957, 54957.6, as well as Education Code section 35146).

\* Board agenda posted on District website: [www.berkeleyschools.net](http://www.berkeleyschools.net)

***The Berkeley Unified School District intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If a special accommodation is desired, please call the Superintendent's Office 48 hours prior to the meeting at 510-644-6206***

**PUBLIC TESTIMONY**

Persons wishing to address the Board should fill out a card located on the table by the door and submit the completed card to the Board Recorder. Speakers will be selected by lottery. The Public Testimony is limited to 15 minutes – 3 minutes per speaker. Speakers with the same concerns are encouraged to select a spokesperson to address the Board.

**ACTION ITEM**

**Human Resources**

2.1-A

Approval of UBA Tentative Agreement

**8**

Staff Recommendation:  
Approve UBA Tentative Agreement

**EXTENDED PUBLIC TESTIMONY  
ADJOURNMENT**

**Board of Education Meeting Dates – 2013**

August 21	October 9
September 11	October 16 *
September 18 *	October 23
September 25	November 13
	November 20 *
	December 11

\*Study Session

Guidelines for Speakers

You are invited to participate in Meetings of the Board of Education and make your views known at these meetings.

**WHEN YOU WANT TO TALK ABOUT AN AGENDA ITEM OR A NON-AGENDA ITEM:**

Please fill in a **REQUEST TO ADDRESS THE BOARD OF EDUCATION CARD**) and give it to the Board Secretary. Speakers will be selected by lottery. Your card must be submitted before the Presiding Officer calls for **PUBLIC TESTIMONY**. You will be called to speak by the Presiding Officer. A Speaker has three minutes in which to make his/her remarks.

Any subject related to the District or its educational programs is welcome at the Board of Education Meetings. **However, we respectfully ask that matters pertaining to individual employees of the Berkeley Unified School District be discussed in private. There is an established procedure for making such complaints.** You may obtain information about this procedure from a school or from the Superintendent’s Office.

		Study Sessions	
January	9	16	23
	CTE	Orientation	Governor's Budget Proposal
February	13	20	27
	Site Plan Format	Negotiations (closed session)	African American Master Plan
March	13	20	27
	Second Interim Budget	Common Core Standards	CTE
April	10	17	24
	BSEP	EL Master Plan/ TWI Update	African American Master Plan DHH Update
May	8	15	22
	Budget Recommendations; Gardening and Cooking	Report on BHS & BTech, including 9 <sup>th</sup> grade Algebra 1	African American Master Plan; Governor's Revised Budget
June	12	19	26
	Preliminary Budget; McKinney Vento	RTI and Culture/Climate (Parent Engagement)	2013-14 Budget Adoption; Site Plans Approval
July			
	No Meeting	No Meeting	No Meeting
August			21
	No Meeting	No Meeting	ATOD
September	11	18	25
	Unaudited Actuals Closing Books for 12-13	Student Data	CTE
October	9	16	23
	Classification Study	African American Master Plan	Common Core Standards
November	13	20	
	RTI	Board Priorities, Board Goal Evaluation	No Meeting
December	11		
	First Interim Budget	No Meeting	No Meeting

**Berkeley Unified School District Mission:**

The Mission of the Berkeley Unified School District is to enable and inspire our diverse student body to achieve academic excellence and make positive contributions to our world.

**Berkeley Unified School District Vision:**

**Our Students** are curious and creative learners who succeed through personal initiative and sustained effort to reach high academic goals. They are critical thinkers who seek knowledge and possess technological competence and collaborative skills. Our students embrace diversity, act responsibly, and contribute to our community.

**Our Educators** believe that all students can meet or exceed rigorous academic standards. Teachers, staff, and administrators together form a rich professional learning community where all are supported to hone our professional craft and improve our effectiveness. Through the examination of our instructional practices and data, we adjust our teaching and operational systems in order to continuously improve. We are responsible in the stewardship of our fiscal resources and fair and equitable in their distribution.

**Our Families and Community** are integral to the success of our students and schools. Families are active, engaged partners in their child's education who give valued input and participate in making important decisions about our academic and enrichment programs. Our diverse community is passionate about equitable educational outcomes for all students. Our civic and community organizations partner with us to promote family engagement and the well-being and success of our students.

**Our Schools** are vital centers of community life enriched by the diversity of our city and welcoming to all families. Each classroom offers engaging and culturally relevant curriculum that builds on students' interests and abilities. Student needs, as identified by regular assessment, inform our teaching and guide appropriate and effective intervention services. We offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child.

**Values and Beliefs of Berkeley Unified School District:**

- Students are our priority.
- We take pride in our diversity.
- We hold high expectations for ourselves and our students.
- We treat each other with respect and act with integrity.

## District Goals 2010 – 2013

**I. Curriculum & Instruction:** Increase the academic achievement of all students through effective instruction, a challenging and engaging curriculum, and aligned assessments.

**A.Pre-K:** Prepare pre-school children for success in elementary school by providing age-appropriate curriculum and instruction that nurture and develop children's academic, social, emotional and physical well-being.

**B.ELA and Math Instruction:** Prepare all students for continued success in English Language Arts and Mathematics by providing high quality instruction geared to student needs including appropriate modifications and accommodations.

**C.English Language Development:** Provide direct instruction in English Language Development to ensure that every English Learner gains at least one English language proficiency level each year.

**D.Evaluation and Assessment:** Use data from multiple measures to monitor student progress, guide instruction and evaluate the effectiveness of our programs, and share this information with the staff, the Board and the community.

**II.Strategies to Promote Student Success:** Implement strategies to engage students in their learning and interventions to eliminate barriers to student success.

**A.Student Engagement:** Address the needs of the whole child by engaging students in the visual and performing arts, physical education and athletics, career and technical education, and gardening and cooking programs.

**B.ULSS / RTI<sup>2</sup>:** Implement a continuum of academic, behavioral, and/or other intervention strategies through the Universal Learning Support System (ULSS), as ULSS is the district's model of Response to Intervention and Instruction (RtI<sup>2</sup>).

**C.Positive Behavior Support:** Develop and utilize a positive behavior system as well as prevention and intervention programs for specific behaviors that impede student success, such as alcohol and drug use and abuse, truancy, expressions of extreme anger, and repeated suspendable offenses.

**D.Disproportionality:** Reduce the disproportionate racial representation of students suspended or expelled and students identified for Special Education services.

**E.Educational Options for Secondary School Students:** Develop engaging and innovative educational options for secondary students, including career technical education.

**F. Extended Learning Opportunities:** Provide students with academic enrichment and supervised activities that complement the classroom curriculum beyond the traditional school day.

**G. Transitions:** Improve transitions for students as they move from pre-school to kindergarten, from elementary to middle school, from middle to high school, and from high school to post-secondary as well as the transitions from Special Education and English Learner status to the mainstream.

**III. Family/Community Engagement:** Establish partnerships with our families and community to increase academic success for all students.

**A. Family Engagement Framework:** Develop greater family involvement in the schools and the community by adopting a framework that offers multiple ways for parents to partner with educators to ensure their children's success in school.

**B. Family Leadership & Advocacy Training:** Strengthen parents' capacity to be effective leaders in their schools and the community and advocates for their children by providing parent trainings and forums in formats that honor the cultures and languages of our community.

**C. Family Advisory Council:** Support the City and the Berkeley Alliance in establishing a representative Family Advisory Council to ensure parent input in the development and evaluation of the 2020 Vision projects.

**D. Communication:** Engage and inform our staff, families, and key partners by developing and implementing a comprehensive communications plan.

**IV. Cultural & Linguistic Relevance:** Ensure that all systems are culturally and linguistically responsive to the needs of our students and their families.

**A. Culture and Climate of District and Schools:** Ensure that all schools and departments welcome and support all our students and their families by prioritizing a focus on equity at each site, ensuring customer friendly service, and providing language access, all supported by district policy.

**B. Recruit and Retain Teachers and Administrators of Color:** Develop and invest in prospective and current teachers and administrators of color by identifying career pathways and establishing networking, mentoring and other support systems.

**C. Professional Development:** Create a culturally and linguistically responsive climate throughout the district through focused professional development.

**V. Resources:** Generate and equitably allocate resources for programs and services that enable every student to succeed.

**A. Efficient Use of Resources:** Improve and streamline District wide systems, services and operations through the use of enhanced tools and technology that will provide additional time and resources to meet current and future student needs.

**B.Parcel Tax and Bond Revenues:** Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues.

**C.Partnerships:** Maximize public and private resources to support greater student success by strengthening partnerships with the City, the Berkeley Alliance, the Berkeley Public Education Foundation, U.C. Berkeley, and other stakeholders.

## **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** Javetta Cleveland and Neil Smith, Co-Superintendents  
**FROM:** Delia Ruiz, Assistant Superintendent, Human Resources  
**DATE:** June 26, 2013  
**SUBJECT:** Tentative Agreement with the Union of Berkeley Administrators (UBA)  
for Successor Agreement for 2012-13

### **BACKGROUND INFORMATION**

The District and the Union of Berkeley Administrators (UBA) are parties to a collective bargaining agreement that had previously been extended through June 30, 2012. On June 21, 2013, representatives for the District and UBA reached a Tentative Agreement (TA) to enter into a successor Memorandum of Understanding (MOU), completing all matters of negotiation through June 30, 2013. UBA membership was scheduled to complete the ratification process by June 25, 2013.

Under the terms of the attached TA, the parties have agreed to an increase in salary of 2.5% retroactive to July 1, 2012, and ongoing, to include all salaries, stipends, and daily rates, of unit members as indicated on the UBA salary schedule. The parties have also agreed to a 2.5% one-time bonus for the 2012-2013 school year. This bonus is in addition to the 1.0% bonus previously provided pursuant to the MOU dated September 21, 2012.

**DISTRICT GOAL:** V A: Efficient Use of Resources

### **POLICY/CODE**

California Government Code Section 3547  
Board Policy 4143.1  
Board Policy 4243.1

### **FISCAL IMPACT**

Refer to Public Disclosure Document.

### **STAFF RECOMMENDATION**

Approve the Tentative Agreement.



**TENTATIVE AGREEMENT**  
**between the**  
**BERKELEY UNIFIED SCHOOL DISTRICT**  
**and the**  
**UNION OF BERKELEY ADMINISTRATORS**

The Berkeley Unified School District (District) and the Union of Berkeley Administrators (UBA) tentatively agree that the provisions of the existing collective bargaining agreement (CBA) shall be "rolled" into the new CBA without change except for the following, and any required conforming changes (e.g. dates):

1. **AGREEMENT**

This Agreement, between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "Board"), and the Union of Berkeley Administrators, AFSA, Local 81, AFL-CIO (hereinafter referred to as "UBA"), shall become effective July 1, ~~2008~~2012 and shall continue until June 30, ~~2011~~2013.

13. **COMPENSATION**

13.1 Compensation Increases

13.1.1 2007-2008: For Fiscal Year 2007-2008, unit members will be given a 4.32% salary increase, which shall be applied uniformly and across-the-board to all classifications contained in the salary schedule. This increase shall be retroactive to July 1, 2007. Any salary increase will be applied to actual salary earned.

13.1.2 2008-2009: For Fiscal Year 2008-2009, unit members will be given a 1.0% salary increase, which shall be applied uniformly and across-the-board to all classifications contained in the salary schedule. This increase shall be retroactive to July 1, 2008. Any salary increase will be applied to actual salary earned.

Both parties reserve the right to re-open negotiations on salary during the term of the 2008-2009 agreement. If the District agrees to a higher total compensation increase for any other bargaining unit during the term of this agreement, the District shall increase the total compensation of UBA unit members by the same percentage, with the exception of 1% given Local 39 in 2009-2010 and 1% in 2010-2011.

13.1.3 2012-2013

- a. Effective upon ratification and retroactive to July 1, 2012, unit members shall receive a two and one-half per cent (2.5%) salary increase, which shall be applied uniformly and across-the-board to all classifications contained in the salary schedule.
- b. Unit members employed for the 2012-2013 school year shall receive a one-time lump sum bonus equal to 2.5% of their salary for 2012-2013. This bonus shall be paid on or by August 30, 2013. This bonus is in addition to the one percent (1%) bonus provided pursuant to the MOU dated September 21, 2012.
- c. This compensation increase implements the “me too” clause set forth in 13.1.2.

13.2 The attached salary schedule will become effective ~~on July 1, 2011~~ upon ratification. (See Appendix A.)

13.3 Placement on the salary schedule shall follow the rules set forth in Appendix A. ~~that schedule.~~

13.4 Changes to STRS Contribution

In the event that the State shifts the STRS retirement costs to the District, those costs will be deducted from the total dollars available for planned compensation increases. Should such an event occur and the salary increase does not off-set the STRS increases, then the remaining dollars owed will be deducted from future compensation increases in subsequent years until the shift in cost has been met.

13.5 The designation of Large, Medium, or Small for departments will be determined by the total number of regular certificated and regular classified employees supervised by the Department Chairperson as specified in the salary schedule.

13.6 The agreed-to salaries found in the attached appendices are each based on the duties and responsibilities for a full time equivalent (1.0 FTE) BUSD employee. Should the District determine it to be necessary to reduce the FTE for a UBA represented position and then combine the remaining assignment with any other position in the District, the parties agree to meet for the purpose of negotiating an appropriate salary based on the new assignment.

13.6.1 Any employee working less than a full year may choose to have their salary pro-rated throughout the year, provided the work is performed before the salary is received.

- | 13.7 In the event a supervisor does not receive all or part of his/her paycheck, the Business Office of the District shall immediately be notified. Reimbursement arrangements shall be provided by the Superintendent within five (5) days.
- | 13.7.1 In the event the District overpays a supervisor, the supervisor agreed to repay the District the sum of the overpayment in installments equal to the time over which the error occurred consistent with applicable law. In the event such overpayment is a result of increased deduction for substitutes pay for a supervisor in extended sick leave or maternity leave, such repayment shall be prorated over the remaining months of the fiscal year at the request of the supervisor.
- | 13.8 All coursework taken for the purpose of becoming eligible for an educational attainment salary adjustment must be approved by the Assistant Superintendent, Human Resources. Approval must be obtained within two (2) weeks of a class being initiated. If the course work is not approved, a written explanation must be provided.
- | 13.8.1 On or before June 2, a supervisor must give written notification to the Human Resources Office of his/her intention to change his/her classification for the following year. All such courses must be completed by the beginning of the school year in September except when a summer session course or a correspondence course in which all assignments have been completed is not concluded by that time. Printed transcripts must be provided to the Human Resources Office by November 15 as documentation of completion of requirements for salary reclassification. In the event transcripts are not available by November 15, a letter of verification from the university or college specifying that the work has been completed will suffice until the transcripts are received. No adjustments or reclassification on the salary schedule shall take place until such documentation is received.
- | 13.9 When the Superintendent/Superintendent's designee assigns a member of the unit to work additional days beyond the regular work year, the per diem rate shall be paid.
- | 13.10 Travel credit requested for the purpose of becoming eligible for an educational attainment salary adjustment must be approved by the Assistant Superintendent, Human Resources. Such application must be submitted at least one month prior to taking the trip.
- | 13.11 The highest rate allowable by the IRS per mile travel allowance shall be paid to supervisors required to use their own automobiles in the performance of their duties. The Superintendent has the right to require prior approval before the District becomes obligated to provide reimbursement pursuant to this section except as otherwise provided by law.
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13.12 Compensation for site administrators in regard to extended learning and summer school/intervention compensation for administrators will be negotiated yearly based on proposed summer school model and available summer school/intervention funding.

13.13 A vice principal temporarily assigned to full days of replacement service for his/her principal for longer than 10 consecutive days, or in the case where the administrative model for the school is not intact, shall receive additional compensation of \$35.00 per day. If temporary service continues for more than 20 consecutive days, the added daily compensation shall increase to \$45.00 per day. In cases of absences that are projected to last for an extended period, the Superintendent shall appoint an acting Principal whose compensation shall be based on the salary schedule for a school Principal.

13.14 Medical Benefits

13.14.1 The Board agrees to provide hospital, surgical and major medical insurance coverage through June 30, 2011, subject to requirements of the various insurance carriers. The District agrees to provide dental, employee assistance plan, and life insurance coverage.

Out of the total compensation dollars indicated in 13.1 above, the District will pay toward health and medical benefits the maximum amounts as shown below:

Kaiser - employee only	\$358.27
Kaiser - employee plus one	\$716.54
Kaiser - employee plus two or more	\$1,013.90
Health Net- employee only	\$431.80
Health Net - employee plus one	\$866.12
Health Net - employee plus two or more	\$1,013.90

Health Net maximum amounts apply to all Health Net plans including regular, PPO and POS plans.

13.14.2 The benefit levels paid for by the District for medical coverage will remain the same as 2007-08. Co-payments and monthly costs that exceed the cap will be determined with all units participating in the Cost Containment Committee.

13.14.3 Part-Time employees. The District contribution to the cost of health and dental plans for all part-time supervisors and his/her dependents shall be in the same ratio as the regular part-time assignment bears to a full time work assignment.

13.14.4 Supervisors who do not wish to be covered by a District health plan may elect to have 80% of the District's contribution added to their monthly paycheck. The amount of such contribution shall be calculated at the rate which the District would have contributed towards a health plan for the employee only under the Kaiser plan at the premium rate established as of October 1. Supervisors exercising this option must submit written notification to the Business office thirty (30) days prior to the discontinuance of health plan coverage. Upon the death or disability of a spouse or domestic partner, an employee presently receiving payment may re-enroll in the District medical plan subject to approval by the carrier. The final decision relative to re-enrollment rests with the carrier.

13.14.5 Life Insurance Benefits: For the contract year, the District will continue to carry \$15,000 Life insurance for each eligible employee and will continue to request the carrier to offer increased insurance to the employee at the employee's option and expense up to \$50,000 or more.

13.14.6 Dental Self-funding Benefits: Through June 30, 2011, the District will maintain the same level of benefits for dental care as has been in force for the 2007-08 school year through a self-funded dental plan. The cost of contributions by part-time employees will be based on the current premium experience level.

13.14.7 During the term of this Agreement, any fringe benefit program or insurance plan may be changed by mutual agreement of the Union and the Board.

13.15 For a maximum period often (10) years, supervisors receiving a disability allowance from the California State Teachers' Retirement System or from the Public Employees Retirement System shall receive the same health and dental benefit coverage provided for other certificated personnel covered in this Agreement, provided, however that all carriers of such health and dental coverage for other certificated personnel covered by this Agreement shall provide such coverage for individuals who are receiving disability allowance from the California State Teachers' Retirement System or Public Employees' Retirement System. In the event that the present carrier or carriers of such health and dental coverage cancel such coverage for the individuals receiving State Teachers' Retirement Disability allowance, the District will endeavor to provide such health and dental coverage for these individuals under a different carrier or carriers. When the disability allowance is ended by the Retirement System, the individual shall no longer be eligible for medical and dental coverage benefits provided by the District unless eligible as a retiree under the provisions of Article 6.

| 13.16 Domestic Partners

| 13.16.1 Policy: The Berkeley Unified School District will extend benefits to same and opposite gender employees living in domestic partnerships.

| 13.16.2 It shall be contrary to the policy of the The Berkeley Unified School District, within any program, procedure, or contract, to grant benefits or assign liabilities on the basis of marital relationship unless a substantially equal application to a broader category of relationships or persons which includes within it the domestic partnership relationships shall also be a proper compliance with this policy.

| 13.16.3 Berkeley Unified School District employees in domestic partnerships, as defined below, are entitled to dental benefits, bereavement leave, and other district controlled benefits heretofore available to employees solely on the basis of marriage.

| 13.16.4 Berkeley Unified School District administration will continue to negotiate with our health plan providers to permit the inclusion of domestic partners in employees' health plans. After such negotiations with health insurance providers, if health insurance costs are increased, the District and the Union shall meet to re- negotiate this section prior to implementation.

| 13.16.5 Domestic Partnership Defined

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be domestic partner of the other if they complete, sign, and cause to be filed in The Berkeley Unified School District Personnel Office an Affidavit of Domestic Partnership, attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are: not married to anyone, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract; the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare.
- c. the two parties agree to notify The Berkeley Unified School District if there is a change of the circumstances attested in the Affidavit;
- d. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

## **BERKELEY UNIFIED SCHOOL DISTRICT**

**TO:** Javetta Cleveland and Neil Smith, Co-Superintendents  
**FROM:** Delia Ruiz, Assistant Superintendent, Human Resources  
**DATE:** June 26, 2013  
**SUBJECT:** Tentative Agreement with the Union of Berkeley Administrators (UBA)  
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**DISTRICT GOAL:** V A: Efficient Use of Resources

### **POLICY/CODE**

California Government Code Section 3547  
Board Policy 4143.1  
Board Policy 4243.1

### **FISCAL IMPACT**

Refer to Public Disclosure Document.

### **STAFF RECOMMENDATION**

Approve the Tentative Agreement.

13.16.6 Termination

A member of a domestic partnership may end said relationship by filing a statement with the designated Berkeley Unified School District Human Personnel Department. In the statement the individual filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

13.16.7 New Statements of Domestic Partnership

No individual who has filed an affidavit of domestic partnership may file another such affidavit until such six (6) months after a statement of termination of the previous partnership has been filed with the designated Berkeley Unified School District Personnel Department.

13.16.8 Civil Actions

Any person defrauded by a false statement contained in an Affidavit of Domestic Partnership may bring a civil action for fraud to recover his/her losses.

15. EXPIRATION OF CONTRACT AND REOPENERS

15.1 The parties agree that the term of this Agreement shall be from the date of ratification by the Board of Education through June 30, 2013.

15.2 The parties agree to start the meet and negotiate process for the Successor Agreement on or before October 1, 2013.

Each party must submit the Initial Proposals to the other party, in writing by September 15, 2013.

15.3 The BUSD and UBA agree to share equally the costs of printing this agreement.

15.4 UBA shall have the right to re-open negotiations on compensation (salary and benefits) for the 2009-2010 and 2010-2011 school years. In addition, BUSD and UBA shall also have the right to re-open the discussion on additional steps or salary adjustment for the Independent Studies Coordinator and a change in position for the Principal of the Adult School, during the 2009-2010 school year.

Agreed to on the 21st day of June, 2013.

FOR THE DISTRICT:

Signature [Handwritten Signature]

FOR UBA:

Signature [Handwritten Signature]