

Agreement Between

**Ivy Academia K-12 Entrepreneurial
Charter School**

And

United Teachers Los Angeles

July 1, 2014

to

June 30, 2016

Adopted

July 24, 2014

TABLE OF CONTENTS

Article I (1): Agreement.....1

Article II (2): Recognition2

Article III (3): Union Rights3

Article IV (4): Organizational Security/Membership.....6

Article V (5): Management Rights9

Article VI (6): Hours, Duties and Work Year10

Article VII (7): Employment Status14

Article VIII (8): Class Size.....21

Article IX (9): Evaluation and Development Procedures.....23

Article X (10): Grievance Procedure29

Article XI (11): Safety32

Article XII (12): Assignments and Transfers33

Article XIII (13): Leaves of Absence36

Article XIV (14): Compensation39

Article XV (15): Health Benefits42

Article XVI (16): Reduction in Force.....43

Article XVII (17): Retirement46

Article XVIII (18): Miscellaneous.....47

Appendix A: Bell Schedules.....49

Appendix B: Salary Schedule51

Appendix C: Quarter Unit to Semester Unit Conversion Table.....52

Appendix D: Health and Welfare Benefits Applicable Plans.....53

AGREEMENT BETWEEN
IVY ACADEMIA K-12 ENTREPRENEURIAL CHARTER SCHOOL
AND
UNITED TEACHERS LOS ANGELES

This agreement made and entered into this _____ day of _____, 2014, by and between Ivy Academia K-12 Entrepreneurial Charter School (“Ivy”) as the “Employer,” and United Teachers Los Angeles, hereinafter referred to as the “Union” or “UTLA,” includes all of the following articles and provisions. Ratified and Agreed on July 24, 2014.

Agreed in Bargaining:

Date: _____

Caroline E. Neuhaus Wesley, Executive Director
Ivy Representative

Date: _____

ARTICLE I

AGREEMENT

- 1.1 This Collective Bargaining Agreement (hereafter referred to as “Agreement”) constitutes a bilateral and binding agreement by and between Ivy Academia (hereafter referred to as the “Employer” or “Ivy”) and United Teachers Los Angeles (hereafter referred to as “UTLA” or the “Union”). This Agreement shall expire on June 30, 2016. Negotiations commenced during May of the 2012-2013 school year.
- 1.2 Each year under the Agreement, salary and health benefits, as well as two (2) articles per party, may be reopened for negotiation by the parties. Further, the parties may enter into memoranda of understandings and/or side letters at any time.
- 1.3 The term Agreement as used herein means the written Agreement provided under Section 3540.1(h) of the Government Code.
- 1.4 Titles listed in this Agreement are for clarification only and are not integral to this Agreement.

ARTICLE II

RECOGNITION

- 2.1 Consistent with PERB Case No. LA-RR-1212-E, Ivy hereby recognizes UTLA as exclusive representation pursuant to the Educational Employment Relations Act (Government Code Section 3540, et seq.) for a collective bargaining unit consisting of all certificated employees of the employer including teachers and counselors but excluding all other employees including supervisors and managerial.
- 2.2 The terms and provisions of this Agreement shall be applied and interpreted in a manner consistent with the Educational Employment Relations Act (“EERA”).

ARTICLE III
UNION RIGHTS

3.1 Access

- A. Consistent with legal requirements, any authorized UTLA representative (“Representative”) shall have the right of access to Ivy’s facilities including employee mailboxes and bulletin boards in the employee lounges. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival and comply with any and all visitor requirements applicable to all other campus visitors.
- B. UTLA Representatives shall not in any way interrupt any employee’s duties or assignments. The Representative may contact employees before and after employees’ hours of service or during lunch and duty free periods.

3.2 Communication & Distribution of Material

- A. UTLA shall have the right to post notices of Union matters on a bulletin board in employee lounges or other common work areas. Ivy shall provide a bulletin board for UTLA’s exclusive use at each work site where unit members are assigned.
- B. UTLA shall be permitted to communicate with employees through mailboxes and email accounts.

3.3 Recruitment

Ivy shall provide UTLA with an opportunity to address new employees at a mutually agreeable time during their orientation period.

3.4 Meetings

Consistent with any facility use policies, Ivy shall permit UTLA to use building facilities for meetings and for professional development workshops.

3.5 Release Time for Negotiations

Up to four (4) negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with Ivy. UTLA and Ivy may agree that additional employees shall receive such released time.

3.6 Release Time at UTLA Expense

UTLA may request the release of designated unit members from their regular duties with no loss of pay for no more than fifteen (15) release days per year (total for the bargaining

unit) for the purpose of attending to UTLA matters, subject to the following conditions:

- A. The unit members utilizing the leave must give written notification to the Principal or designee three (3) days in advance of the leave.
- B. The unit member must arrange for a suitable substitute and lesson plans according to Ivy procedures.
- C. Such leave will not be utilized on days when special events or special duties require the specific presence of that individual unit member.
- D. UTLA shall reimburse Ivy for the cost of any substitute hired to replace unit members utilizing this leave, at the usual Ivy substitute teacher pay rate on a monthly basis.
- E. Such release time will be taken in increments of not less than one-half day.

3.7 Exclusivity

UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

3.8 UTLA Chapter Chairpersons

UTLA shall have the right to designate one employee to serve as the UTLA Chapter Chair. UTLA shall have the right to designate one employee to serve as the Co-Chair at each work location to which employees are assigned. To facilitate communication, the Chapter Chair shall meet with the Executive Director whenever reasonably possible; the Chapter Chair or designee shall meet with the site administrators whenever reasonably possible. The UTLA Chapter Chair or designee is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and Ivy. The Chapter Chair and Co-Chairs shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

- A. Upon request of the employee, the Chapter Chair or designee shall have the right to represent the employee in grievance meetings as expressly provided in Article X and in meetings related to discipline as expressly provided in this Agreement.
- B. Unit members shall immediately report to the site administrator any work related injury or assault and shall file the required written report(s). When a unit member reports an injury or assault and files the required written report(s), the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.
- C. During duty free time be permitted reasonable use of all telephones and fax machines for local calls involving representation matters, so long as such use does not interfere with normal office business at the location.

- D. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employee's duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. At least two (2) Wednesdays per month, Ivy shall not schedule required after school, school-wide/faculty meetings for unit members in order to avoid conflict with UTLA meetings.
- E. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board.
- F. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via Ivy's public address system regarding UTLA-related meetings, special events, in service/staff development, and the like. This right does not allow use of Ivy's system for advocacy material of any nature or statements regarding such matters such as personnel, grievances, collective bargaining, or matters related to personal complaints/disputes.
- G. The Chapter Chair or designee shall have the right to propose agenda items for monthly site staff meetings and for no less than five (5) minutes prior to the end of a monthly site staff meeting to make brief announcements.
- H. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Directors and UTLA) when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair or designee is to be treated as the sole representative of the faculty.
- I. The Chapter Chair shall have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the Executive Director to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school(s), while the Co-Chairs will have the same right under the same circumstances and for the same purposes to meet with the site administrator.
- J. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair.

ARTICLE IV

ORGANIZATIONAL SECURITY/MEMBERSHIP

4.1 Dues Deduction

Any bargaining unit employee who is a member of UTLA, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues, initiation fees and general assessments of the Union. Pursuant to such authorization, the Employer will deduct annual dues in equal amounts from the regular salary check of the bargaining unit employee every payroll period. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

4.2 Agency Fee Deductions and Dues Deductions

- A. Commencing within thirty (30) days of an employee's initial employment, throughout the term of this Agreement, each employee is required as a condition of continued employment either (a) to be a member in good standing of UTLA or (b) satisfy the agency fee financial obligations set forth below unless qualified for religious objection as set forth below.

- B. Any bargaining unit employee who is not a member of UTLA, or who does not make application for membership within thirty (30) days of the effective date of the Agreement, or within thirty (30) days from the date of the commencement of assigned duties within the bargaining unit, shall become a member of UTLA or pay an agency fee in an amount not to exceed the membership dues, initiation fees and general assessments as determined by UTLA. In the event that a bargaining unit employee shall not pay dues or fees directly to UTLA, or authorize payment through payroll deduction as provided in Paragraph 1, UTLA shall so inform the Employer who shall immediately begin payroll deduction consistent with legal requirements and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to UTLA for such agency fee or dues deductions.

4.3 Religious Objection

- A. Any bargaining unit employee who belongs to a church whose traditional tenets or teachings include opposition to joining or financially supporting employee organizations or other religious objections based on law shall not be required to join or financially support the Union as a condition of employment. Such bargaining unit employees shall pay, in lieu of an agency fee, sums equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- 1. American Cancer Society**
- 2. American Heart Association**

3. St. Jude Children's Research Hospital

- B. Verification of Religious Objection: Proof of payment and a written statement of objection pursuant to this Section shall be sent on an annual basis by the employee-requesting objection to UTLA for approval. A religious objector may be subject to pay UTLA for the costs of representation in grievances or arbitrations.

4.4 Remittance of Funds to UTLA

With respect to all sums deducted by the Employer pursuant to this Article, the Employer agrees to remit such monies to UTLA within twenty (20) calendar days of the deduction of all sums so deducted accompanied by an alphabetical list of unit members for whom deductions were made, including their names, home address, work locations and any changes in personnel from the list previously furnished. This would include new employees, terminations, leaves of absence or new home addresses.

4.5 Exclusive to UTLA

Payroll deductions for membership dues from employees shall be exclusive to and on behalf of UTLA and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

4.6 Necessary Information

The Employer shall furnish any information needed by UTLA to fulfill the provisions of this Article.

4.7 Salary Deductions

Upon appropriate written authorization from the employee, the Employer will deduct from the salary of any employee and make appropriate remittance for annuities, credit union, insurance and savings bonds. UTLA and the Employer shall jointly approve deductions for any other plans or programs.

4.8 Dues Check-off

Authorizations in effect on the date of the signing of this Agreement shall remain in effect but shall be subject to the conditions set forth in this Article.

4.9 Deductions of Dues or Agency Fee

Deductions of dues or agency fees under this Article shall be pursuant to the dues or fee schedule submitted by UTLA.

4.10 Hold Harmless Provision

UTLA agrees to indemnify and hold Ivy Academia harmless against any and all liabilities

(including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits or other actions relating to Ivy Academia's compliance or attempted compliance with this Article, or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation related to this Article.

ARTICLE V

MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that Ivy retains all of its powers and authority to direct, manage and control its operations to the full extent of the law. Subject to the provisions of this Agreement, Ivy's rights include, but are not limited to, the following:
- All management rights pursuant to law;
 - Determine the organization's intention and overall program design, including determination of the curriculum and related educational policies and methods of instruction;
 - Establish educational policies with respect to admitting students;
 - Hire, classify, assign, evaluate, supervise, promote, terminate, and discipline unit members;
 - Determine the number of personnel and kinds of personnel required;
 - Ensure the rights and educational opportunities of all students;
 - Maintain Board operations;
 - Build, move or modify facilities;
 - Establish budget procedures and determine budgetary allocations;
 - Determine the methods of raising revenue;
 - Contract out work and take action on any matter in the event of an emergency, consistent with any limitations in this Agreement.
- 5.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by Ivy, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE VI

HOURS, DUTIES AND WORK YEAR

6.1 Work Year

A. Regular School Year

Unit members shall work one hundred eighty-seven (187) total days, including one hundred eighty (180) instructional days and seven (7) pupil-free professional development days.

B. Calendar

The school calendar, including but not limited to the scheduling of the first and last days of instruction, testing schedules, non-school days, minimum days, early dismissal days, and E-Convention, shall be subject to negotiations between the parties each year. The parties agree to begin negotiations in good faith in sufficient time to reach agreement on the school calendar no later than May 1st each year.

C. Bell/Class Schedules

Ivy Academia will follow the bell/class schedules as set forth in Appendix A.

D. Professional Development Days

Professional Development days will be scheduled by Ivy following consultation with UTLA.

6.2 Work Day

A. On Site Obligations

Unit members shall report fifteen (15) minutes prior to the official instructional day and remain on campus for fifteen (15) minutes after the official end of the instructional day, provided however, that unit members may be required to remain on site beyond these times when required to attend other meetings as defined in this Article.

Not including the duty-free lunch period, the minimum on site obligation for unit members for each regular school day is as follows:

Grades TK – 5:	6.5 hours
Grade 6:	7 hours
Grades 7-12:	7.5 hours

Unit members cannot be required to be on campus after 4:30 p.m. except as required for Back to School Night or Open House.

B. Supervision Duty

The following are requirements for unit members for supervision duty:

Grades TK-2: Such unit members must cover either an a.m. or p.m. supervision duty (thirty (30) minutes) once every three (3) weeks.

Grades 3-8: Such unit members must cover one p.m. supervision duty (thirty (30) minutes) once every three (3) weeks.

C. Counselors and Specialized Academic Instructors

Except as otherwise specified in this Agreement, unit members who are employed as Counselors and Specialized Academic Instructors shall have a daily scheduled obligation of eight (8) hours exclusive of a thirty (30) minute duty free lunch period.

D. Site Office Hours

Office Hours are time advertised and set aside for when a unit member is available on site to meet with students and/or parents to address educational concerns. In addition to the on-site obligations noted herein, all unit members shall be available on site for Office Hours (before or after school) for a total of two (2) hours per regular workweek. The Office Hour commitment may be fulfilled, in whole or in part, during the 15 minutes before or after school as set forth in sub-section A, above.

E. Early Dismissal/Minimum Days

On early dismissal days, following student release, teachers shall attend Ivy planned professional development or if authorized by Ivy preparation time which shall occur until the end of the regular school day.

On minimum days, the work day ends at the end of the instructional day except for those unit members with supervision duty.

6.3 Meetings

A. Professional Obligations

In addition to the onsite obligation specified herein, unit members will participate in regular professional obligations whether or not performed during the normal workday: Open House, Back to School Night, parent teacher conferences, Student Success Team (SST) meetings, IEP meetings, 504 meetings, school committees, Club Advisor, E-Convention, and staff/professional development. Every good

faith effort will be made to schedule IEP meetings, 504 meetings and parent teacher conferences during the workday.

Each school year, unit members shall be required to attend two (2) after-school or weekend events of their choice from a list generated by Ivy of at least eight (8) student after-school or weekend functions.

Unit members are also required to participate in one (1) school committee per school year.

B. Site Staff Meetings

1. Except for urgent circumstances reasonably necessitating additional meetings, unit members are required to attend no more than one (1) after school staff meeting each month. These meetings may not exceed one hour in duration and must begin as soon as practicable after the conclusion of the student day. For purposes of this Section, if a site has different dismissal times for different grade levels (e.g. Valley Circle), the latest regular dismissal time on the campus is considered to be the “conclusion of the student day.”
2. Unit members may propose agenda items. Agendas for these meetings must be distributed at least 24 hours in advance.

3. Professional Development Meetings

Unit members are required each month during the school year to attend a two (2) hour Professional Development meeting. These trainings will be scheduled on early dismissal days and will not extend beyond 3:30 p.m. Subject matter for the professional development trainings shall be determined by consensus of the Curriculum Council.

4. Grade Level and Department Meetings

Unit members are required to participate in grade level or department meetings twice monthly. Department or Grade Level facilitators will coordinate the scheduling of these meetings in consultation with the unit members in their department or grade level.

6.7 Preparation Time

- A. Grades TK-5 will be given one hundred thirty (130) minutes weekly of planning/conference/preparation time. Unit members shall not be required to

attend professional development, staff meetings or perform supervisory or classroom teaching functions during preparation time.

- B. Grades 6-7 will be given a conference/planning/preparation period of one class period, or the equivalent thereof, four days per week. Unit members shall not be required to attend professional development, staff meetings or perform supervisory or classroom teaching functions during preparation time.
- C. Grades 8-12 will be given a conference/planning/preparation period of one class period, or the equivalent thereof, on regular school days. Unit members shall not be required to attend professional development, staff meetings or perform supervisory or classroom teaching functions during preparation time.

6.8 Duty Free Lunch

Each unit member shall, except in the case of inclement weather or emergencies requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes.

ARTICLE VII

EMPLOYMENT STATUS

7.1 Probationary Period

All unit members new to Ivy shall be initially hired on an at-will basis during a probationary period. During this period, either Ivy or the unit member can terminate employment at any time, with or without cause or advance notice. Should such probationary unit members serve two (2) complete and consecutive years of service at Ivy in the probationary period, employment shall be as described below (if offered employment for the succeeding school year).

For purposes of this Article, a full year constitutes 75% or more of the instructional days.

7.2 2 and 3 Year Just Cause Employment Agreements

The following description of employment agreements will become effective as of July 1, 2014 and thereafter. However, those unit members who have served at Ivy for at least two (2) consecutive and complete years (as of July 1, 2014) will be given credit for completion of the probationary period and offered employment on the terms as described in this article and based upon their overall annual evaluation ratings for the 2013-2014 school year; unit members who have served at Ivy for one complete year (as of July 1, 2014) will be given credit for completion of the first year of the two year probationary period.

A. Two (2) Year Just Cause Employment Agreements

For those unit members entering their third year of employment (or greater), who will be renewed and who have previously received [in the prior year] an overall annual evaluation rating of “Meets” Standards (in 2013-2014 only) or “Proficient” (in 2014-2015 and thereafter), such unit members shall be employed under a two (2) year just cause employment agreement as described herein.

During the term of such just cause agreements, the employee may only be released from employment for just cause as defined herein, subject to the following: Performance evaluations for unit members on two (2) year agreements will occur annually; in the event the unit member’s final evaluation rating for year two (2) is “Proficient,” he or she will automatically be renewed for employment on a two (2) year contract term, and if “Distinguished,” the unit member shall be renewed on a three (3) year contract term.

In the event the unit member’s final annual evaluation rating for year two (2) is “Unsatisfactory,” he or she may be offered further employment or may be non-renewed without cause.

In the event the unit member’s final annual evaluation rating for year two (2) is “Basic,” but the unit member has previously received a final annual rating

of “Distinguished” or “Proficient,” he or she will be renewed for employment on a one (1) year contract term. Such employees will also be placed on an Improvement Plan and assigned a Mentor, pursuant to Article IX.

In the event a unit member’s final annual evaluation rating for year two (2) is “Basic,” with no prior annual rating higher than “Basic,” Ivy may renew employment on a one (1) year employment contract [with an Improvement Plan and Mentor as noted above] or Ivy may non-renew employment without cause.

Notice of nonrenewal for unit members employed under a two (2) year just cause employment agreements shall be provided no later than April 15 of the second school year under the contract.

The only exception to the April 15 notification requirements shall be for a unit member on an Improvement Plan where the ending date of the Improvement Plan is after April 15. In such circumstances, notice of nonrenewal, in accordance with this Article, shall be provided on the ending date of the unit member’s Improvement Plan.

B. Three (3) Year Just Cause Employment Agreements

For those unit members entering their third year of employment (or greater) who previously received [in the prior year] an overall annual evaluation rating of “Exceeds” Standards (2013-2014 only) or “Distinguished” (2014-2015 and thereafter), such teachers shall be employed under three (3) year just cause employment agreements. Such unit members shall receive ongoing performance feedback, but will only be formally evaluated (pursuant to the evaluation article in this Agreement) in the second and third year of the contract. During the term of the agreement, the employee may only be released from employment for just cause as defined herein, but the decision whether to renew such employment at the end of the contract term is subject to the following:

In the event the unit member’s final evaluation rating for year three (3) is “Proficient,” he or she will automatically be renewed for employment on a two (2) year contract term, and if “Distinguished,” the unit member shall be renewed on a three (3) year term.

In the event the unit member’s final annual evaluation rating for year three (3) is “Basic,” he or she will be renewed for employment on a one (1) year contract term. Such employees will also be placed on an Improvement Plan and assigned a Mentor, pursuant to Article IX.

Notice of nonrenewal for unit members on three (3) year agreements shall be provided no later than April 15 of the third school year under the employment agreement.

The only exception to the April 15 notification requirement shall be for a unit

member on an Improvement Plan where the ending date of the Improvement Plan is after April 15. In such circumstances, notice of nonrenewal, in accordance with this Article, shall be provided on the ending date of the unit member's Improvement Plan.

7.3 Layoffs

In the event Ivy decides to conduct a layoff (reduction in force), the process for such a layoff is governed as determined between the parties in the article in this Agreement entitled, "Reduction in Force."

7.4 Extension of Timelines Under the Evaluation Article

Extension of timelines under the Evaluation Article shall not affect Ivy's right to non-renew employment or release a probationary employee.

7.5 For Cause Release During Term of Employment Agreement

Ivy retains the right to discipline or dismiss unit members at any time during the term of their employment provided its reason is based upon just cause as defined below, and consistent with the principles of progressive discipline (see below) as specified herein. The following independently or collectively may under appropriate circumstances be causes for discipline:

- A. Unsatisfactory performance as determined according to this Agreement's evaluation procedures;
- B. Dishonesty or fraud, including any falsifying of employment records, employment information, or other School records;
- C. Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- D. Improper or unauthorized use/removal of School equipment, time, materials, facilities or funds;
- E. Possession of any firearms or any other dangerous weapons on School premises at any time;
- F. Possession or use of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- G. Conviction of any felony or crime of moral turpitude;
- H. Insubordination, including but not limited to failure or refusal to obey the reasonable orders or directives of a supervisor or member of management;

- I. Absence without authorized leave, repeated tardiness or abuse of leave privileges;
- J. Unprofessional conduct including, but not limited to, use of profane, abusive or threatening language toward another or violation of staff/student professional boundaries;
- K. Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- L. Committing of or involvement in any material act of unlawful discrimination or harassment of another individual;
- M. Failure to maintain appropriate credential(s) required for the position;
- N. Release of confidential information without authorization;
- O. Abandonment of position;
- P. Persistent discourteous or disrespectful treatment of the public, parents, students or other staff members.

7.6 Confidentiality

- A. When imposing discipline, confidentiality shall be maintained consistent with legal requirements.
- B. When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.
- C. This provision does not restrain designated Mentors from receiving such information that is related to the improvement plan and that is necessary to assisting the unit member to achieve a "Proficient" or better rating in one or more domains.

7.7 Pre-Disciplinary Conferences

- A. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of Article IX except for a final conference involving an annual overall "Basic" or below rating.

- B. Pre-disciplinary actions such as warnings and conference memos are not considered "disciplinary" and therefore are not subject to the grievance procedures.
- C. Employees will be given copies of any written warnings or conference memos and a statement of the employee's right to respond.
- D. Employees shall have ten (10) work days to respond to any written warning or conference memo, and such response shall be attached to all copies of the warning or conference memo retained by the school. An additional five (5) work days will be provided upon request.
- E. All written memoranda and other pre-disciplinary documents will be removed from the unit member's personnel file after the passage of four (4) years without a recurrence of the same or similar conduct. If Ivy chooses to retain the document, it shall be kept in a separate "expired" file and not become the moving basis for subsequent formal disciplinary action.

7.8 Access and Response to Critical Material in Personnel Files

When Ivy receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, or violation of any school policy, the following conditions shall apply:

- A. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the school's receipt of the document. The document shall not be either placed in the personnel file unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
- B. If the document came from within Ivy personnel, the investigation required by paragraph a, above, may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.
- C. All documents maintained under this section will be removed from the unit member's personnel file after the passage of four (4) years.

7.9 Progressive Discipline

Absent egregious conduct, Ivy shall utilize a discipline process (during the agreement term) which includes the following progression: verbal warning; written warning; written reprimand; suspension without pay; and dismissal.

A. Verbal Warning

A verbal warning may result in a post-conference summary memorandum. The employee has the right to provide a written response which shall be attached to the memorandum.

B. Written Warning

A written memorandum may be issued when the verbal warning fails to bring about the proper conduct. The employee has the right to provide a written response which shall be attached to the memorandum.

C. Written Reprimand

Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the employee has been verbally warned about similar actions within the last four (4) preceding years. The employee has the right to provide a written response which shall be attached to the reprimand.

D. Suspension Without Pay

Suspension without pay for up to fifteen (15) days shall be carried out in accordance with this Article, but the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this Article and Article X.

E. Dismissal

Dismissal shall be carried out in accordance with this Article.

7.10 Discipline Without Progression

Nothing in this provision shall prohibit Ivy from suspending without pay or dismissing an employee from employment in instances where the offense is serious.

7.11 Suspension or Dismissal Process

A written Notice of Intent to Suspend without Pay or Dismiss shall be given to the employee prior to imposing a suspension without pay or dismissal from employment, and shall contain the following information:

- A. The type and effective date of disciplinary action intended;
- B. The reasons for the proposed discipline;
- C. A factual summary of the basis for the charges;
- D. A copy of all written charges, materials, reports, and/or documents upon which

- the discipline is based;
- E. Notice of the employee's right to respond either orally or in writing; and
 - F. The date, time and person to whom the employee should respond in ten (10) working days.

If an employee receives a Notice of Intent to Dismiss, the employee is entitled to receive notice of the charges against him/her as outlined above, and an opportunity to respond to such charges before the Governing Board in closed session if the employee files a request to appear before the Board within five (5) work days of the date of receiving the Notice of Intent to Dismiss. The unit member may appear with a representative of his or her choice, at his or her own cost. This meeting is not an evidentiary hearing.

Within five (5) work days of this meeting, the Board shall render a final decision on the discipline.

7.12 Right to Grievance

- A. Suspensions without pay and dismissals (during the contract term) are subject to the grievance procedure outlined in Article X.
- B. There is no grievance right in the case of the decision to release a probationary employee.
- C. There is no grievance right in the case of a decision to non-renew an employment agreement, except for the case of a contract that should "automatically be renewed" as provided in this Agreement, in which case the grievance remedy to an evaluation that has been withdrawn or removed on procedural grounds shall include the automatic renewal of the previous employment agreement.
- D. In any arbitration under this Article, Ivy shall proceed first in providing evidence and shall bear the burden of proof by the preponderance of evidence, unless the arbitrator reasonably deems an alternative standard is required except in dismissal cases in which the standard shall be by clear and convincing evidence.

7.13 Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for certificated discipline (suspension or dismissal) and interpreting case law do not apply to Ivy.

ARTICLE VIII

CLASS SIZE

8.1 General Provisions

The following general provisions and definitions apply to this Article:

- A. As used in this Article, the term “unit member” or “position” refers to a full time equivalent (FTE) classroom teacher or position.
- B. Core Classes include self-contained classrooms and core classes (English, Mathematics, Social Science, Science and academic electives).
- C. The averages shall be determined by dividing the total regular TK-2 enrollment, regular 3-8 enrollment, and regular 9-12 enrollment by the number of full time equivalent (FTE) teachers in each grade span.

8.2 Average Class Size

In assigning students to classes, the following guidelines will be observed:

Grade Level	Average Class Size
TK-2 Core	22
3-8 Core	25
9-12 Core	25
TK-12 Physical Education, Music, Enrichment	50

- A. Counselors, categorically-funded unit members, special education teachers, certificated non-unit employees, and classified personnel shall not be utilized in the computation or application of the class size ratios listed above.
- B. This clause shall not be interpreted, applied or construed to require Ivy to acquire, leave, or build additional facilities or to employ additional personnel.

8.3 Equalization of Class Sizes

- A. Ivy shall make a reasonable effort to equalize class size within grade levels/departments.
- B. Upon request, the site administrator or designee shall meet with the UTLA Chapter Chair and the affected Department Chair or Grade Level Chair to review class size situations to determine if alternative plans can be developed.
- C. Unit members whose primary duties do not include classroom instruction shall be assigned reasonable work duties and/or caseloads appropriate for their job classification. Should such a unit member have concerns about duties assigned

and/or caseloads, upon request, the administration shall meet with the unit member and the UTLA Chapter Chair to attempt to remedy the concerns.

8.4 Coverage

- A. Coverage is defined as mandated assigned professional duties, including but not limited to covering a class for a teacher who is reported absent due to a substitute shortage, during a unit member's preparation period as defined in Article VI, Hours, Duties and Work Year, of this Agreement.
- B. Coverage is to be authorized and assigned by administration only when there is no qualified substitute or qualified non-unit staff member assigned to cover the duties.
- C. Assignment of unit members for class coverage shall be on an equitable basis.
- D. For coverage rendered, unit members shall be compensated for time worked per student (Elementary) or per class/hour (Secondary) in addition to his/her regular salary as authorized and assigned by administration.
 - 1. Unit members will accept students into their classroom according to the following table:

1-5 students for per day	= \$25 in addition to regular salary
6-12 students per day	= \$50 in addition to regular salary
13 or more students per day	= \$75 in addition to regular salary
 - 2. Unit members who cover a class during his/her preparation period will be compensated at \$25 per class/hour/period in addition to regular salary.
 - 3. Unit members will be responsible for completing a supplementary timecard signed by the administrator who approved the coverage during that pay period.

8.5 Mentor Teachers

- A. For each unit member who is selected jointly by administration and the UTLA Chapter Chair to assist another unit member in accordance with Article IX, Evaluation & Development Procedures, of this Agreement, the unit member shall receive a stipend of \$500 for each mentee assigned per year.
- B. Mentors shall not be assigned more than two mentees per year.
- C. Grade Level/Department Chairs can be expected to have two mentees per year without an additional stipend for being a mentor teacher.

ARTICLE IX

EVALUATION & DEVELOPMENT PROCEDURES

9.1 Purpose

The evaluation includes an administrative assessment/observation of evidence concerning the quality of teaching based upon the standards as defined herein. The primary purpose of evaluation is the improvement of the professional practice of all unit members and thereby the improvement of the quality of education for all students of this school.

- A. Evaluation System: UTLA and Ivy Academia recognize the evaluation process as a framework for on-going opportunities for professional growth and development to improve both teaching and learning. The evaluation process shall provide for instructional growth at every point in the educator's career, give increased help and supervision to struggling educators and ensure ample opportunities for leadership development. Further, the process will provide relevant and constructive feedback, including opportunities for peer involvement for advisory and support purposes, and integration with professional development and the necessary resources for teachers to improve their practice and enhance student learning.
- B. Employment Status: The establishment of any required assistance or improvement plans under this article will not alter any rights of the employer concerning employment status as defined in this agreement.
- C. Standards:
 - 1. The evaluation standards to be utilized at Ivy are those enumerated in Charlotte Danielson's "Framework for Teaching" (hereinafter referred to as "Framework for Teaching"). Teachers will be given meaningful and appropriate professional development on the "Framework for Teaching" and the way(s) it differs from the California Standards for the Teaching Profession currently employed.
 - 2. Unit members in non-teaching positions shall have the option to use appropriate professional standards in their evaluation.
- D. Days: For the purpose of this Article, "day" refers to a workday unless otherwise stated.
- E. Extension of Timelines: If any of the activities called for under this Article are impracticable because of the illness or absence of the unit member or evaluator, timelines set forth in this Article shall be extended to an equal number of days as the absence or illness.

- F. Notice of Conferences: When an evaluator holds a conference under this section, the unit member will be given a least twenty-four (24) hours notice, except as otherwise stated herein.

9.2 Frequency of Evaluation

A formal written evaluation summary shall be made twice each school year for unit members. Unit members may be evaluated with a third formal evaluation if the evaluating administrator determines improvement is needed. Unit members shall receive ongoing feedback and informal observations.

9.3 Evaluator

- A. The unit member's Principal or designated administrator shall be responsible for evaluating the unit member.
- B. A unit member may not evaluate another unit member.

9.4 Process for Evaluation

A. Goal Setting Conference

1. All unit members shall meet with their evaluator to set annual goals no later than October 1. At the Goal Setting Conference the following items shall be discussed: objectives, standards, and evidence to be achieved during the evaluation period, including the unit member's student target goals (those to be reached by mutual agreement).
2. For employees hired after September 1, the goal setting conference will occur as early as practicable, but no earlier than 20 days following the first day of employment and the first evaluation will occur no earlier than 30 days following the first day of employment to allow for a meaningful assessment of the students' needs and abilities.
3. The unit member and evaluator will work collaboratively to discuss and reach agreement on the unit member's objectives for the year and the strategies that the unit member will use to achieve his/her objectives. This shall be accomplished through one or more planning conferences to discuss proposed objectives. The unit member and the evaluator will mutually agree on two (2) component focus goals from each of the four domains in the Framework for Teaching.
4. During the course of the evaluation period, circumstances may change which require modification of the original goals, strategies, and/or objectives. The evaluator and/or unit member may initiate discussions and propose a change of these goals, strategies, and/or objectives (those to be reached by mutual agreement).

B. Informal Observations

Informal Observations may be conducted throughout the year. If, during an informal observation, the evaluator notices serious concerns, then the evaluator must meet with the unit member within five (5) work days, or within a reasonable time as agreed by the evaluator and the unit member, to discuss these concerns. In said discussion, concerns should be noted with specific written recommendations for improvement as well as meaningful guidance and assistance necessary to help the employee improve performance.

C. Walkthrough Observations

Walkthrough Observations are ongoing, unannounced, and typically shorter in duration than formal and informal observations. Walkthroughs will occur throughout the year. Unless requested by either the observer or teacher, no meeting is required, but any concerns which foreseeably could result, in whole or in part, in a negative evaluation shall be noted in writing.

D. Formal Observations

1. There shall be two formal classroom observations, which shall be scheduled with the teacher at least five (5) work days in advance of the observations. Each observation shall utilize the appropriate standards and forms. Formal Classroom Observations shall last for no fewer than thirty (30) minutes.
2. Formal observations shall be pre-conferenced and shall be mutually arranged at least twenty-four (24) hours in advance of the formal observation. The pre-conference will review the lesson and include a discussion of the lesson and the unit member's planned strategies that demonstrate development of his/her objectives will take place.
3. The evaluator and the unit member will meet within five (5) working days to review the formal observation. The evaluator and the unit member will sign a copy of the observation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.
4. If the evaluator notes any serious concerns, the formal observation must include specific written recommendations for improvement as well as meaningful guidance and assistance necessary to help the unit member improve performance.

E. Correcting Deficiencies

In the case of serious concerns noted in an observation, the evaluator shall take action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include providing evidence of the

deficiency in meeting standards and recommendations for improvement. The evaluator shall offer direct assistance to implement such recommendations. Provision of additional resources to assist with improvement may include but is not limited to the following: support from director/grade level or department chair, support and coaching, professional development, observation of demonstration lessons, administrator determined and accompanied visitations to other classes and other techniques to measure improvement, time scheduled to monitor progress.

F. Professional Evidence

1. The teacher may collect evidence that will demonstrate effective work in the classroom, the school and the community. For example, the evidence might include a sample of the curriculum unit, a video of a successful lesson, a survey created to assess parents' reactions to home-school communications, or work generated as part of a team.
2. Each item should be accompanied by a brief narrative discussion why the item was included, what school goal, and performance standard or student achievement goal it supports.
3. Evidence should be submitted to the principal or designee by February 1 of each year and will be returned upon completion of the evaluation.
4. Evidence could also include: observation reports of formal and informal observations, sample lesson plans, self-evaluation based on Performance Standards, and evidence of contributing to school academic growth. Additionally, items may be included such as lead teacher/coaching, peer observations, and other indicators or professional accomplishments, etc.

G. Summative/Final Evaluation Report

1. The Principal or designated administrator shall produce the Final Formal Evaluation of each teacher, based upon information gathered from formal and informal observations (including walkthroughs), conferences, student performance data, and the teacher's evidence. Any deficiencies which may have been brought to the attention of the unit member and which have been subsequently corrected shall either be noted as corrected or shall not be included in the final evaluation form.
2. The final evaluation form shall include a summary performance rating that will serve as the official record documenting the teacher's overall performance. The final evaluation form shall utilize the following summary performance ratings:
 - Distinguished: Three (3) or more of the domains rated as Distinguished, with the remaining domain rated as Proficient. No (0) domain may be listed as Unsatisfactory.

- Proficient: Three (3) or more of the domains rated as Distinguished or Proficient, with no more than one (1) of the domains listed as Basic. No (0) domain may be listed as Unsatisfactory.
 - Basic: Two (2) or more of the domains rated as Basic. One (1) domain may be rated as Unsatisfactory provided at least one (1) other domain is rated as Proficient or better.
 - Unsatisfactory: Two (2) domains rated as Unsatisfactory. Or one (1) domain listed as Unsatisfactory provided no (0) other domains are rated higher than Basic.
3. Once offered employment contracts, unit members are expected to maintain an overall performance rating of Proficient or Distinguished.
 4. A final evaluation conference between the unit member and evaluator shall be held no later than April 15th or thirty (30) days prior to the last day of the unit member's work year, whichever comes first. Each unit member has the right to be accompanied by a UTLA representative if being issued an unsatisfactory evaluation.
 5. The unit member shall have ten (10) calendar days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.
 6. Any deficiency noted in the evaluation will be clearly stated by the evaluator. Specific recommendations will be made as to necessary action to correct the deficiency and any relevant assistance that may be given toward correcting the deficiency.

9.5 Improvement Plans

Any unit member who is at risk of receiving a formal evaluation of Basic or below shall be placed on an improvement plan.

- A. Improvement plans are intended to provide support to unit members on a specific area of challenge and to recommend preventive measures to address any serious deficiencies.
- B. Improvement plans shall include the following:
 1. NOTIFICATION to the unit member that deficiencies exist
 2. An EXPLANATION of deficiencies and suggested corrections
 3. If appropriate administrative, supervisory and/or peer ASSISTANCE

4. A reasonable and clear TIME for the unit member to demonstrate correction of deficiencies.

9.6 Mentor Program

- A. The Mentor Program focuses on enhancing educator quality by recognizing and utilizing experienced and skilled educators at Ivy Academia as mentors for unit members needing to improve their instructional practice and professional competencies.
- B. Any unit member who is issued an Improvement Plan shall be assigned a Mentor.
- C. Unit members who are not issued Improvement Plans, but wish to access the services of a Mentor, may request a Mentor.
- D. Mentors will be selected jointly by administration and the UTLA chapter chair.
- E. Duties and Responsibilities of Mentors shall include:
 1. Review the unit member's improvement plan and evaluations, in collaboration with the unit member, to establish objectives and supporting activities for the unit member.
 2. Meet on a regular basis with the unit member and conduct classroom visitations and observations. Maintain a log documenting such activities and assistance provided.
 3. Assist the unit member in accessing appropriate professional development activities, including communicating to the administration support needs that require administrative authorization.
- F. With administrative approval, mentors shall receive necessary paid release time from his/her regular duties to fulfill his/her duties and responsibilities defined above in Subsection E.

9.7 Grievance Procedure

Any claimed procedural violations of this Article may be addressed through the Grievance procedure of Article X. If the matter advances to Arbitration, Ivy shall proceed first in providing evidence and shall bear the burden of proof by a preponderance of evidence.

ARTICLE X

GRIEVANCE PROCEDURES

10.1 Definitions & General Conditions

- A. A grievance is a claim by one or more of the members of UTLA or by UTLA, on behalf of its members or itself, that there has been a violation or misapplication of the Agreement which has adversely affected the member or member(s).
- B. All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement.
- C. The respondent in any grievance shall be Ivy itself rather than any individual administrator. Processing and discussing the merits of a grievance shall not be considered a waiver by the Charter School of a defense that the matter is not arbitrable or should be denied for other reasons that do not go to the merits.
- D. As used herein, “day” refers to a regular workday when Ivy is open as a regular workday for a majority of Ivy unit members.

10.2 Informal Procedure

- A. The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a UTLA Representative, with the object of resolving the matter informally. The grievant may, however, authorize a UTLA Representative to represent him/her. The administrator may request that such authorization be in writing.
- B. This discussion must be requested within fifteen (15) days of the alleged violation or within fifteen (15) days of when the grievant had knowledge of the facts concerning the alleged violation.

10.3 Level 1: Formal Procedure

- A. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than fifteen (15) days after the informal conference.
- B. Within five (5) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and a UTLA Representative in an effort to resolve the matter.
- C. Within five (5) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

10.4 Level 2: Formal Procedure

- A. Within five (5) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Executive Director.
- B. Within ten (10) days of receiving the appeal, the Executive Director shall meet with the aggrieved teacher and a UTLA Representative in an effort to resolve the grievance.
- C. Within five (5) days of the meeting, the Executive Director shall respond with a decision in writing.

10.5 Level 3: Mediation & Arbitration

- A. If the grievant is not satisfied with the decision rendered at Level 2, the parties may proceed to mediation if both parties agree to do so.
- B. If mediation does not result in a resolution of the grievance, UTLA in its own discretion may submit the grievance to final and binding arbitration upon written notice to the Executive Director within five (5) days.
- C. The UTLA Representative and the Executive Director shall meet within five (5) days of notification to select a neutral arbitrator. The arbitrator shall be jointly selected by UTLA and Ivy, or shall be selected from the following list by alternatively striking names until only one remains. UTLA and Ivy may by mutual written agreement revise the list.

1. Richard Anthony
2. Irene Ayala
3. Thomas Christopher
4. Doug Collins
5. Walter Dougherty
6. Wayne Estes
7. Joseph Gentile
8. Isabel Gunning
9. George Henderson
10. George Marshall
11. Kenneth Perea
12. Michael Prihar
13. Terri Tucker
14. Barry Winnograd
15. Louis Zigman

If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.

- D. Either party may request from the other the production, review and right to copy

non-confidential documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.

- E. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- F. The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.
- G. The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded.
- H. The arbitrator's award shall be final and binding upon the grievant(s), Ivy, and UTLA. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), Ivy, and UTLA in any subsequent proceedings.
- I. All fees and expenses of the arbitrator shall be shared equally by UTLA and Ivy. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

10.6 Miscellaneous

- A. The grievant and UTLA representative (if a member of the bargaining unit) shall be provided with reasonable release time to attend any grievance meetings with Ivy. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- B. Where a grievant is not represented by UTLA, Ivy shall promptly furnish to UTLA (at its central office, care of the Director of Organizational Services) a copy of the grievance. If the grievance is withdrawn without a settlement, Ivy shall so notify UTLA. Ivy shall not agree to a final resolution of the grievance until UTLA has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter. Notwithstanding this subsection, the decision to advance a case to Level 3 Arbitration rests solely with UTLA.
- C. There shall be no reprisals against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE XI

SAFETY

- 11.1 Employees shall be responsible to report, in writing, to the immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition.
- 11.2 It is Ivy's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within Ivy. Ivy shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.
- 11.3 Unit members who are authorized by Ivy to drive students on an extra-curricular (school sponsored) field trip shall have the prior approval of the Executive Director or designee. At a minimum, all drivers shall present a valid driver's license and proof of liability insurance. As required by State Law, in case of accident, the driver's insurance shall be primary, the School's secondary. Employees shall continue to assume liability for their own vehicles.
- 11.4 Unit members shall immediately report cases of assault or attacks suffered in connection with their employment to their Executive Director or immediate supervisor and to the local law enforcement. There shall be no reprisals to the unit member for making reports to law enforcement.
- 11.5 In responding to disruptive persons on campus, unit members may request Ivy to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of Ivy but may include ouster (removal) measures or possibly injunctive (restraining order) relief.
- 11.6 Unit members will be notified when a student on their roster has been suspended or expelled, including (when known) newly enrolled students who were suspended or expelled from their previous school. If authorized by law, unit members shall be notified concerning any students under their care who are subject to an IEP or 504 Plan which identifies any specific dangerous propensities of such students.

ARTICLE XII

ASSIGNMENTS AND TRANSFERS

12.1 Definitions

- A. An “Assignment” is the initial placement of a unit member in a grade or content area for which he/she holds an appropriate credential for that school year.
- B. A “Re-assignment” is the change of the initial placement of a unit member from one grade or content area to another grade or subject area after the initial placement has been announced to the unit member.
- C. A “Transfer” is a move from one Ivy Academia campus to another. The transfer may involve a change in grade or content area as long as the move involves changing worksite. A transfer would not include a reconfiguration whereby one or more grade levels are moved from one facility to another.
- D. A “Vacancy” is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

12.2 Assignments

- A. No later than April 1 of the school year, each unit member will be provided an opportunity to inform Ivy of his/her teaching assignment preference for the following school year. In determining initial assignments for the following school year, assignments (which may include a change in grade level or content area from the previous year) will be determined by Ivy by considering the following:
 - 1. Unit Member Input
 - 2. Administrative Input
 - 3. Credential(s) Held and ExperienceAssignments shall not be changed except as specified in Sections 3 and 4 of this Article.
- B. Unit members shall be notified of their final assignments for the next school year on or before the last day of instruction unless enrollment or student course requirements would require a change in assignment as determined by Ivy and in accordance with this article.

12.3 Voluntary Transfers and Reassignments

- A. A unit member may request a transfer or reassignment when a vacancy exists.

- B. Vacancies shall be posted as part of the hiring process, as authorized in Ivy's Employee Selection/Hiring Guide. Vacancies shall be filled in accordance with section 5 of this article. For voluntary transfer or reassignment requests, Ivy shall notify the unit member via email if the unit member was not selected to fill the vacancy.
- C. If a request for reassignment or transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. The unit member may request a UTLA representative be present during the meeting. Following the meeting the unit member shall, upon request, receive written reason(s) for the denial.

12.4 Involuntary Transfers and Reassignments

- A. Involuntary transfers and reassignments of a unit member shall be made by the Ivy administration only for good cause related to changes to enrollment or programmatic changes as follows:
 - 1. Ivy will determine positions needed by grade level and content area.
 - 2. Ivy will try to fill the positions needed by first seeking volunteers by grade level, content area and needed credential.
 - 3. Ivy will involuntarily transfer the unit member by grade level, content area and needed credential.

12.5 Vacancies

- A. For all vacant positions, Ivy shall advertise all vacant positions internally and shall notify all staff via email a list of vacancies as they become available. The list shall contain:
 - 1. A closing date which is five (5) working days following the posting date, as outlined in Ivy's Employee Selection/Hiring Guide,
 - 2. A job description, and
 - 3. Credentials and qualifications necessary to meet the requirements of the position.
 - 4. If Ivy receives more than one (1) applicant, the Selection/Hiring Committee (see below) shall select one of the candidates to fill the position, unless, neither of the applicants/candidates meets the minimum qualifications.
 - 5. Ivy shall notify the unit member via email if the unit member was not selected to fill the vacancy.

- B. Vacancies shall be posted internally for twenty-four (24) hours in advance of posting externally.

12.6 Selection/Hiring Committee

The Human Resources Director shall establish a Selection/Hiring Committee as vacancies need to be filled and shall invite any appropriate grade level (elementary) or department (secondary) chair or designee in addition to the UTLA Chair or designee for the affected campus to serve on the Committee along with any administrators directly related to the vacancy.

ARTICLE XIII

LEAVES OF ABSENCE

13.1 Sick Leave

- 13.1.1 All employees shall earn ten (10) days of sick leave with full compensation per year. Unused sick leave shall accrue without limit.
- 13.1.2 Leave may be used for personal injury or illness of the unit member or an immediate family member. Immediate family includes parent, spouse, domestic partner, child, grandchild, brother, sister or grandparent by blood or by marriage. An employee who is employed for less than a full school year shall have that leave prorated.
- 13.1.3 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.
- 13.1.4 An employee who leaves Ivy who has used more leave than earned shall have the cost of the excess leave deducted from his or her final paycheck.
- 13.1.5 Employees are expected to call the school site number or their designated supervisor prior to the start of the workday to report an absence. For absences of three (3) consecutive work days or more, Ivy may require physician verification. If requested, employees may be expected to present a physician's statement certifying the employee's fitness to return to duty after illness.
- 13.1.6 Upon retirement, the employee's accrued sick leave, if any, may be applied toward service credit in accordance with the State Teachers Retirement System ("STRS") regulations.

13.2 Personal Necessity Leave

- 13.2.1 Subject to the conditions herein, all employees may use up to four (4) days of sick leave for personal necessity leave per year.
- 13.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of a child making it necessary for an employee who is the parent (including non-birth parent) of the child to be absent from his/her position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot reasonably be conducted outside of the workday.

13.2.3 Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs.

13.3 Unpaid Leave of Absence

13.3.1 Upon recommendation of the Board President and approval by the Board of Directors, an unpaid leave of absence may be granted for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

13.3.2 Upon recommendation of the Board President and approval by the Board of Directors, an unpaid leave of absence shall be granted for service in an elected public office for the term of office.

13.4 Organizational Leave

13.4.1 Upon request of both UTLA and the employee, an organizational leave of absence shall be granted to an employee who is elected to office within UTLA.

13.4.2 UTLA shall fully reimburse Iy for all expenses of the organizational leave, including salary and benefits.

13.5 CFRA/FMLA Leave

Ivy shall comply with the California Family Rights Act and the federal Family Medical Leave Act, and shall maintain compliant policies with all related legal requirements.

13.6 Pregnancy Disability Leave

Ivy shall comply with the Pregnancy Disability Leave Act, and shall maintain compliant policies with all related legal requirements.

13.7 Industrial Illness/Workers' Compensation

Unit members shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

13.8 Bereavement Leave

13.8.1 Unit members may use up to three (3) days of bereavement leave within California or five (5) days if travel is required out of State per event to attend the

funeral of members of the immediate family. Immediate family includes parent, spouse, domestic partner, child, grandchild, brother, sister or grandparent by blood or by marriage. It further includes any family member residing in the home of the employee. This leave shall not be deducted from the employee's sick leave bank.

13.8.2 If more than one such death occurs simultaneously, the leaves may be taken consecutively.

13.8.3 Unit members may use sick leave to attend the funeral of a personal friend or a relative not listed as immediate family.

13.9 **Jury Duty Leave**

Unit members, while serving jury duty, shall receive full pay during such duty, provided any amount for jury duty service, excluding expenses, is paid over to Ivy. Employees shall notify the Ivy Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Employees shall make every reasonable effort to postpone jury duty service to a time when school is not in session. Upon return to work, employees shall submit a copy of a certificate of service, or similar proof of service.

13.10 **Military and Military Spousal Leave of Absence**

Ivy shall comply with all applicable military service leave laws, including USERRA, and shall maintain compliant policies with all related legal requirements.

ARTICLE XIV
COMPENSATION

14.1 Ivy Salary Schedule

- A. Effective August 1, 2014, all bargaining unit members shall be placed on the Ivy Salary Schedule, attached as Appendix B. Step and column placement of each unit member shall be determined by the guidelines defined in this Article.
- B. In the initial placement on the salary schedule (beginning the 2014-2015 school year), in the event that a bargaining unit member's current base salary is a higher amount than placement on the schedule should provide, such unit member shall be placed on the next immediate higher column on the schedule.

14.2 Column (Years of Creditable Experience) Advancements

- A. Column advancements on the salary schedule are effective on the beginning date of the school year immediately following the school year in which the unit member was employed. Unit members shall advance one step for each year of creditable service until the maximum column of the step has been reached.
- B. Credit for prior years' experience for placement on the salary schedule for unit members new to Ivy shall be granted as follows:
 - a. Certificated experience under contract at a U.S. public or private accredited K-12 school: a maximum of 10 years is creditable.
 - b. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
 - c. Military and/or Peace Corps: a maximum of two years' credit is granted.
 - d. Not more than a total of 10 years' credit is allowed for any of the above for service as defined immediately above in section (a) or (c).
- C. Initial column placements shall be determined from the following table up to a maximum of Column 10.

<u>Years of Experience</u>	<u>Column</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8

8
9 or more

9
10 maximum

14.3 Step (Education) Advancements

- A. Step advancements on the salary schedule shall conform to the following:
- a. Unit members shall advance to a higher step on the salary schedule after completion of units and after providing documentation and/or official transcripts of approved units to Ivy Academia as per the verification process as defined herein.
 - b. One (1) semester unit equals one (1) unit on the salary schedule.
 - c. One (1) quarter unit will be converted at a rate of 2/3 semester units for each quarter unit taken. See Appendix C.
 - d. Upper division and graduate courses taken at an accredited college/university toward a higher degree (Master's, Doctorate) do not need pre-approval.
 - e. Lower division course work may only be granted with pre-approval for classes directly related to the unit member's assignment.
 - f. Workshops may only be granted with pre-approval for professional development directly related to the unit member's assignment. One (1) semester unit will be based on fifteen (15) class hours.
 - g. Step advancements apply to approved coursework, as defined above, completed after a unit member has been awarded a Bachelor's degree.
 - h. Pre-Approvals shall be requested from the Executive Director or Designee. Pre-approvals shall not be denied for arbitrary or capricious reasons.

14.4 Verification Process

A. Adjustments

Unit members are required to verify course work (by unofficial transcript with an official transcript to follow within ninety (90) days), experience, and military service. Final placement on the schedule is contingent upon receipt of such verification. Salary advancement on the salary schedule will be adjusted twice annually, respectively August 1 and January 1. For any verifications received after August 1 of the current school year and before December 15, unit members will advance to the appropriate step on the salary schedule effective January 1. For any verifications received after December 15, adjustments will be applied beginning the following school year.

B. Initial Placement of Step

Unit members shall be placed on the appropriate step of the Salary Schedule after providing Ivy with documentation and official transcripts of qualifying coursework as defined above. All official transcripts shall be submitted to the Director of Human Resources prior to August 1.

For unit members employed at the time of ratification of this Agreement, lower division coursework completed prior to ratification of this Agreement shall be credited for initial placement of step provided that such coursework is directly related to the unit member's assignment.

Lower division coursework completed prior to employment at Ivy shall be credited for initial placement of step provided that such coursework is directly related to the unit member's assignment.

14.5 Educational and Athletic Stipends

The amount of an educational stipend will be paid over a 12-month period.

The following stipends will be awarded for the following educational degrees/certifications:

- Master Degree: \$1000/year
- Doctorate Degree: \$2000/year
- National Board Certified: \$3000/year
- Dual Certification: \$2500/year

Stipends for Master Degree, Doctorate, National Board Certification and Dual Certification cannot be combined. Unit members who qualify for one of the aforementioned stipends shall receive the highest stipend.

The following additional stipends are provided:

- Advanced Placement Stipend: \$3000/year
- Department/Grade-Level Chairperson: \$2000/year

The following athletic stipends will be paid at the end of the season once the keys, uniforms and equipment are returned.

- Coaching (CIF): \$1800 depending on sport, High School only, paid at end of season
- Assistant Coaching (CIF) if approved prior to the start of season: \$700, High School only, paid at end of season
- Intramural sports (TK-8): \$1250 Middle School only.

ARTICLE XV

HEALTH BENEFITS

15.1 Ivy shall make available to full-time unit members health and welfare benefits in accordance with the applicable plan(s) as set forth in Appendix D. Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s).

15.2 Consistent with a unit member's duration of employment, Ivy shall contribute the following amounts toward medical, dental and vision benefits per unit member monthly/annually to be utilized for payment of health benefits premiums as follows:

Employee only:	\$493 monthly/\$5,916 annually
Employee plus:	\$932 monthly/\$11,184 annually

Unit members shall be responsible for any costs exceeding the employer contribution.

15.3 At least once annually, prior to the open enrollment period, Ivy will provide written information to unit members and answer questions regarding plan options, costs and benefits. Depending upon whether employees are present when new benefit information becomes available prior to an open enrollment period, Ivy shall also schedule a staff-wide presentation to explain benefit plans and related information.

15.4 Ivy shall provide for each full time unit member Basic Life and Accidental Death and Dismemberment insurance (\$20,000 coverage) at no cost to such unit members. Ivy shall continue to make available additional supplemental insurances (American Fidelity/Legal Shield) at the expense of the unit member.

15.5 Ivy shall provide retirement benefits through STRS consistent with legal requirements.

15.6 Ivy shall make available an employee-sponsored 403(b) plan consistent with Article XVII of this Agreement.

REDUCTION IN FORCE

16.1 Scope

Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Prior to considering any layoff of unit members, the Executive Director shall meet with the UTLA Chapter Chair to discuss the impact of the layoff. Ivy's decision to conduct a layoff is not subject to grievance.

16.2 Notice

Unit members subject to layoff during the school year shall be provided final notice not later than thirty (30) calendar days after the established norm day for that school year. Final notice of layoff for reduction in force occurring at the end of a school year shall be provided by Ivy no later than thirty (30) calendar days prior to the last day of instruction. At the beginning of each school year, Ivy may utilize temporary teachers to serve on at-will temporary teaching contracts for up to ninety (90) school days in order to avoid layoffs and allow for adjustment/leveling of classes. Should such a temporary teacher be employed beyond ninety (90) days, that teacher's service shall be converted to a first year probationary position in accordance with Article VII.

16.3 Procedure

If layoffs take place, the following procedure shall be followed:

- A. The Administration determines the grade level (elementary) or department (secondary) in which the layoff will occur.
- B. If the reduction in force will be in an elementary program (one that requires a multi-subject credential) layoffs must be issued in reverse seniority order, except any teachers with a current "Distinguished" rating shall be last to be laid off regardless of their years of service to Ivy.
- C. If the reduction in force will be in a secondary program (one that requires a single subject credential) the administration will designate the subject field(s) that will be subject to the reduction in force, and the layoff(s) must be issued in reverse seniority order within the designated subject fields, except any teachers with a current "Distinguished" rating shall be last to be laid off regardless of their years of service to Ivy.
- D. Before issuing a RIF notice to any member, volunteers shall be sought first.
Potential volunteers must be notified that they have no return right (other than the rehire list in Section 5, below).

16.4 Order of Lay-Off

- A. For purposes of this Article, a unit member's seniority date is the date on which he or she began regular employment. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For the purpose of this article, a break in service is defined as an unpaid leave of absence of more than 12 months or a separation of employment.
- B. In the event two or more members share the same seniority date, the tie will be broken by random lottery conducted in the presence of at least one UTLA representative and the affected members. In the event any one or more of affected member(s) is unavailable for the lottery, an additional UTLA representative must be present as a witness and substitute for each absent member.

16.5 Rehire List

Individuals who have been laid off shall be placed on a reemployment list for a period of 12 months following the effective date of the layoff and shall be offered reemployment in order of seniority as defined herein:

- A. If and when a position opens, it must be offered to the most highest ranked unit member on the Rehire List who holds the appropriate certification. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have ten (10) calendar days from the date of the notice to respond to the offer.
- B. Unit members who decline an offer of reemployment for a position requiring the same credential as the position from which they were laid off will be removed from the Rehire List and will have to reapply for consideration of future employment.
- C. Unit members who decline an offer of reemployment for a position requiring a different credential from the position from which they were laid off will continue to be on the Rehire List but they will no longer be eligible for a reemployment offer for a position requiring a credential for the position they declined.
- D. No prospective employee may be offered a position until every qualified unit member on the Rehire List has been offered reemployment for a position requiring that credential.
- E. When a unit member is reemployed, the time spent on the Rehire List shall

not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

16.6 Grievance Procedure

- A. Ivy's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement.

- B. In the event that Ivy makes an error with respect to the procedures and criteria noted in Sections 2 and 3 herein, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

ARTICLE XVII

RETIREMENT

- 17.1 California Teachers Retirement Systems (“CalSTRS”)
- a. Consistent with any legal requirements, Ivy shall continue to make retirement contributions for eligible unit members to Cal STRS.
 - b. In the event of any CalSTRS reporting errors, Ivy shall initiate corrective action with CalSTRS within twenty (20) work days of notification by the employee.
- 17.2 Ivy shall continue to make available an employer-sponsored 403(b) pre-tax retirement plan. The following conditions shall apply:
- a. Consistent with any plan-specific entry dates, to be eligible for participation in the 403(b) plan, the unit member must work twenty (20) or more hours per regular work week.
 - b. Conditions and requirements as stated in the applicable plan shall govern administration of the plan.
 - c. Participating unit members may contribute to the plan by means of a salary reduction up to legal and plan limits.
 - d. Each year, Ivy shall make matching contributions of up to \$2,000 per unit member.

ARTICLE XVIII

MISCELLANEOUS

18.1 Assignability

- A. This Agreement is assignable so long as the assignment is consistent with any applicable legal requirements.
- B. Prior to any decision to change corporate status, dissolve or merge by choice of Ivy and wherein Ivy would no longer be the public school employer under the EERA, Ivy shall consult with UTLA and will review any suggested proposals concerning the intended action. However, such decisions are not subject to negotiations between the parties and as such the Board retains the right to take final action.

18.2 Individual Contracts

Any individual contract executed between Ivy Academia and a unit member shall be subject to and consistent with terms and conditions of this Agreement. This Agreement shall supersede rules, regulations or practices of Ivy Academia which are contrary to or inconsistent with its terms.

18.3 Subcontracting

- A. The parties to this Agreement recognize that the duties and work performed by the bargaining unit as described in the Recognition Article of this Agreement shall be performed only by bargaining unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.
- B. Any changes to this provision shall be subject to the meeting and negotiating process described in the Educational Employment Relations Act.
- C. Insofar as negotiation is required over the appropriateness of the placement of any newly created positions, such matters shall first be discussed by the parties and then subject to the unit clarification provisions of the Educational Employment Relations Act.

18.4 New Schools

Insofar as Alternative Schools, Inc., dba Ivy Academia, remains the public school employer of certificated employees in any new school or campus, such new employees shall be members of the bargaining unit.

18.5 Maintenance of Standards

The School shall not make any unilateral changes in any terms and conditions of employment including any benefits or professional advantages which were enjoyed by unit members prior to the effective date of the agreement.

18.6 Savings

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts and effects of such a change.