

AGREEMENT BETWEEN

**CALIFORNIA SCHOOL OF THE ARTS
SAN GABRIEL VALLEY**

and

**CALIFORNIA SCHOOL OF THE ARTS
SAN GABRIEL VALLEY
TEACHERS ASSOCIATION**

July 1, 2025 – October 1, 2025
Duarte, California

California School of the Arts – San Gabriel Valley

1401 Highland Avenue

Duarte, CA 91010

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AGREEMENT

ARTICLE 1 – AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Board of Trustees of the California School of the Arts – San Gabriel Valley Charter School, which together with its administrative staff and representatives shall be referred to in this Agreement as the "Charter School" and the CHARTER SCHOOL Teachers Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code that shall be referred to as the "EERA."
- 1.3 Upon ratification, this Agreement shall remain in full force and effect from the date of ratification by both parties until October 1, 2025.
- 1.4 For 2025-2026 the parties will jointly reopen salary and benefits, and clarify and finalize language for Appendix "E"--Citrus College Dual Enrollment Program.
- 1.5 Teachers will begin the 2025-2026 school year with the pre-negotiated 0.5% raise on the current salary schedule. The negotiations team will meet with Administration no later than September 15, 2025, to negotiate additional salary increase for the 2025-2026 school year, retroactive to the July pay warrant.

ARTICLE 2 – RECOGNITION

- 2.1 The Charter School recognizes the Association as the exclusive representative of all certificated academic bargaining unit employees, except substitute teachers. The following persons are excluded from the bargaining unit: consultants, supervisory, managerial, confidential, hourly, substitute, and classified employees of the California School of the Arts – San Gabriel Valley.

ARTICLE 3 – DEFINITIONS

- 3.1 "Charter School" is the California School of the Arts – San Gabriel Valley, its Board of Trustees, Administration, and other designated representatives.
- 3.2 "Association" means the California School of the Arts Teachers Association (CSATA), CTA/NEA, its officers, and authorized representatives. The Association is the exclusive representative of the certificated bargaining unit.
- 3.3 "Immediate Supervisor" means the unit member's administrators or supervisors with a California Administrative Services Credential employed by the Charter School who has direct responsibility for supervising the Unit Member. Usually this person is the building principal and/or assistant principals.
- 3.4 "Unit Member" means any certificated employee of the Charter School who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.5 "Duty Day" means day during which a unit member is required by contract to render service.
- 3.6 "Instructional Day(s)" means any day(s) pupils are present for instruction.
- 3.7 "Non-Instructional Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity when students are not present.
- 3.8 "Paid Leave of Absence" means a leave wherein a unit member shall be entitled to receive wages and health benefits, and following which he/she may return to a similar assignment to the one which she/he enjoyed immediately preceding the commencement of the leave.
- 3.9 "Unpaid Leave of Absence" means that a unit member is on an authorized, unpaid leave of absence, and is not entitled to receive wages. A unit member is entitled to purchase health benefits, and following the leave, he/she may return to a similar assignment to the one which he/she enjoyed immediately preceding the commencement of the leave.
- 3.10 "Immediate Family" means any spouse, registered domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt or uncle.
- 3.11 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.

3.12 “Hourly Rate of Pay” is defined at Forty-Eight Dollars (\$48.00) per hour for authorized work beyond the unit member’s contractual obligations.

3.13 “Site” means a building or location where unit members work.

3.14 “Teacher Preparation Day” means a non-instructional day for students and a work day for teachers with no more than two hours of administrator directed meetings.

3.15 “Temporary Teacher” means a teacher hired to replace a regular unit member who is on a long-term authorized leave, or hired for some other purpose permitted by law. Temporary teachers serve at the pleasure of the Board and may be dismissed at any time without reference to the provisions of any other article of this Agreement. Article 10, “Assignment, Transfer and Reassignment”, Article 12, “Evaluation Procedure”, Article 14, “Public Complaints”, and sections 17.2.7 and 17.7 of Article 17, “Leaves”, shall not apply to temporary teachers. Article 17, section 17.9, “Jury Duty”, shall apply, except that such leave shall be unpaid.

3.16 “First and Second Year Teachers” are certificated academic teachers who have not served for a minimum of two complete consecutive school years of at least seventy-five percent (75%) of the number of school days at the charter, and who have not had their employment contract renewed for a third year. Employment of first and second year teachers may be terminated by any of the following:

3.16.1 Non-renewal of contract of employment at the conclusion of the first or second complete year of employment at the Charter; notification will be provided to teacher no later than 30 days before the end of the school year.

3.16.2 Resignation;

3.16.3 Mutual Agreement of the teacher and the CHARTER SCHOOL;

3.16.4 Retirement or death of the teacher;

3.16.5 Dissolution or revocation of the charter;

3.16.6 Reduction in force pursuant to Article 1 of the Collective Bargaining Agreement;

3.16.7 Pursuant to the individual employment contract, termination for cause during the school year for any reason enumerated in Education Code section 44932 or the causes listed in Board Policy after the reasons have been presented in writing and the teacher has been afforded an opportunity to meet with the Board of Trustees to present his or her version of the events that form the basis for the termination. The

decision of the Board of Trustees shall be final.

3.17 “Permanent Teacher” means a CHARTER SCHOOL unit member who has satisfactorily completed first and second year status as defined herein. Permanent teachers may be terminated by any of the following:

3.17.1 Resignation;

3.17.2 Mutual Agreement of the teacher and the CHARTER SCHOOL;

3.17.3 Retirement or death of the teacher;

3.17.4 Dissolution or revocation of the charter;

3.17.5 Termination by the Board pursuant to Article 11, “Reduction in Force” of the Collective Bargaining Agreement;

3.17.6 Termination for cause during the school year pursuant to the individual employment contract for any reason enumerated in Education Code section 44932 or the causes listed in Board policy after the reasons have been presented in writing and the teacher has been afforded an opportunity to meet with the Board to present his or her version of the events that form the basis for the termination. The decision of the Board shall be final.

3.18 Part-time Return to full-time status Whenever possible, a part-time unit member shall be permitted to increase his or her assigned duties by one or more periods to fill open permanent or temporary position(s), subject to the conditions that follow:

A. the proposed increase in duties will not affect the full-time status of other unit members

B. for a teacher, an opening exists for a course that the unit member is properly credentialed to teach or for a non-teaching position for which the unit member is fully qualified

A unit member on a part-time assignment shall have a priority ranking for re-entry into full-time status over a new full-time applicant, and over unit members on a part-time assignment of any kind with less seniority in the District. In cases where unit members have equal seniority in the District, but differing numbers of periods in their assignment, and a full-time position is available for which both are equally qualified, a lottery will be employed to determine which unit member receives the full-time position.

ARTICLE 4 – NEGOTIATIONS PROCEDURE

- 4.1 The CHARTER SCHOOL and the Association shall exchange their sunshine topics for a successor Agreement no later than November 1st. The School shall give public notice of the sunshine topics at the next scheduled school board meeting.
- 4.2 The parties shall agree on dates and times of negotiation sessions.
- 4.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Charter School shall have 12 copies delivered to the Association for use by the Association and Unit members. The Charter School shall also post an electronic copy on the school's server available to all bargaining unit members.
- 4.4 Any Agreement reached between the parties shall be reduced to writing and signed by them.

ARTICLE 5 – SAVINGS

- 5.1 If any provision of this Agreement is held to be contrary to law by a final decision of a court of competent jurisdiction, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions shall continue in full force and effect.
- 5.2 Within thirty (30) days of receipt of notification of such final decision, negotiations shall commence regarding matters related to such provision.

ARTICLE 6 - STATUTORY CHANGES

- 6.1 Should a law be passed that requires a change in an express term or condition of employment stated in this Agreement, the parties will commence negotiations concerning implementation of such requirement within twenty (20) business days of request by either party.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- 7.1.1 A “grievance” is an allegation of violation, misapplication, or misinterpretation of a specific provision of this Agreement that adversely affects one or more CHARTER SCHOOL employees.
- 7.1.2 A “grievant” is a CHARTER SCHOOL unit member who claims to have been adversely affected by an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement, or the Association asserting such violation and adverse impact.
- 7.1.3 A “day” is day when the unit members are required to be on duty.
- 7.1.4 A “representative” is an individual selected by the grievant or by the person, including CHARTER SCHOOL, against whom the grievance is filed, to assist in presenting and processing the grievance.

7.2 GENERAL PROVISIONS

The purpose of the grievance procedure is to attempt to secure mutually agreeable solutions to disputes regarding the application of a specific provision of this Agreement.

- 7.2.1 The content of a performance evaluation shall not be subject to the grievance procedure. Likewise, disagreement with the basis for disciplinary action against an employee shall not be subject to this grievance procedure.
- 7.2.2 The filing of a grievance shall in no way interfere with the right of CHARTER SCHOOL, the Principal or their designee, or the Board to proceed in carrying out their management responsibilities subject to the final resolution of the grievance. In the event a grievance involves an order, requirement, or other directive to the grievant, the grievant shall fulfill or carry out such order, requirement, or directive, pending the outcome of the grievance.
- 7.2.3 Nothing in this policy should be construed as limiting the right of a grievant to discuss a grievance informally with his or her immediate supervisor or to have the grievance adjusted without formal action pursuant to this policy.

7.2.4 The time limits specified at each level of this procedure are maximums and may be extended only by mutual agreement. Failure to act within the timelines in this Article shall result in the decision at the previous level being the final resolution of the matter.

7.2.5 In the event a grievance is filed at such time that it cannot be timely processed through all steps of this procedure because of school vacations, off-track periods, or unavailability of parties, every effort should be made to resolve the grievance as soon as practicable.

7.2.6 Meetings to resolve grievances pursuant to this Article normally will be scheduled so as not to conflict with the grievant's assigned duties. Attendance by the grievant at any such meetings that must be scheduled outside the regular workday shall not be compensated.

7.3 INFORMAL RESOLUTION

7.3.1 Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the issue by means of an informal conference with his or her immediate supervisor. Neither the grievant nor the immediate supervisor shall be permitted to have a representative present at the informal conference, unless both parties agree otherwise.

7.4 FORMAL GRIEVANCE PROCEDURE

7.4.1 Level I

A formal grievance must be presented in writing to the Principal or designee within 10 days of the occurrence of the act or omission complained of; or within 10 days of the earliest date that either the grievant or the Association could, with the exercise of due diligence, have first learned of the alleged violation, regardless of any intervening informal conference. The written grievance must contain:

7.4.1.1 A clear, concise statement of the alleged violation of a specific provision of this Agreement;

7.4.1.2 The circumstances involved;

7.4.1.3 Names of witnesses, if any;

7.4.1.4 The outcome of the informal conference, if any;

7.4.1.5 The specific provision of the Agreement alleged to have been violated; and

7.4.1.6 The specific remedy sought.

- 7.4.1.7 A grievance that does not include each of these elements, or that states a matter that is not subject to this Article, will not be processed.
- 7.4.1.8 The grievant shall be notified promptly of any defect. The grievant shall be allowed 5 days from the time of notification for the purpose of amending the grievance.
- 7.4.1.9 The Principal shall communicate his or her decision and the reasons therefore to the grievant in writing within 10 days of receipt of the written grievance. If the Principal does not respond within 10 days, the grievant may proceed to Level II.
- 7.4.1.10 At any time during grievance processing at Level I, either party may request an additional personal conference to discuss the grievance. Either party may have a representative present at such conference.

7.4.2 Level II - Mediation

If the grievant and/or the Association are not satisfied with the disposition of the grievance at Level I, the Association may refer the grievance to mediation. The Association shall request that a mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance.

- 7.4.2.2 The mediator shall within 10 days of the receipt of the request or as soon as available, meet with the grievant, the Association, and the charter school representatives for the purpose of resolving the grievance.
- 7.4.2.3 If an agreement is reached, it shall be reduced to writing, and signed by the grievant, the Association, and the Charter School. Such agreement shall constitute a settlement of the grievance.
- 7.4.2.4 In the event that the grievant, the Association, and the Principal or their designee have not resolved the grievance with the assistance of the mediator within 10 days of the first mediation session, the Association may elect to terminate Level II and proceed to Level III of the grievance procedure.

7.4.3 Level III

If the grievance is not resolved at mediation, the grievant may, within 10 days of the expiration of the time limit for a response at Level II, appeal the decision to

CHARTER SCHOOL Board of Trustees.

- 7.4.3.1 The appeal shall be in writing and shall include:
 - 7.4.3.1.1 A copy of the original grievance;
 - 7.4.3.1.2 A copy of the Level II decision, if any; and
 - 7.4.3.1.3 A clear, concise statement of the reason(s) for the appeal.
- 7.4.3.2 The grievant may address the Board in closed session to present his/her rationale and proposed resolution.
- 7.4.3.3 The CHARTER SCHOOL Board of Trustees shall review the appeal and the underlying grievance and may, but need not, request further information from the grievant, the immediate supervisor, or other witness(es).
- 7.4.4 The CHARTER SCHOOL Board of Trustees shall communicate a written decision to the grievant within 15 days following receipt of the appeal. The CHARTER SCHOOL Board of Trustees decision at Level III is final.

ARTICLE 8 – ORGANIZATIONAL SECURITY

8.1 Dues Deduction

- 8.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The Charter School shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have membership forms on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the Charter School, shall be increased or decreased without re-solicitation and authorization from unit members.
- 8.1.2 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Charter School an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the Charter School shall deduct such dues from the regular salary check of the unit member in equal amounts each month. Deductions for 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. Part-time employees, and employees on a paid leave of absence, shall pay dues or fees in an amount equal to the Association's prorated annual dues for part-time employees or annual dues if an employee is on a full year paid leave of absence.

- 8.1.3 With respect to all sums deducted by the Charter School pursuant to Section 8.1.2 above, the Charter School will remit such moneys to the Association (within 20 business days) accompanied by a list of unit members, for whom such deductions have been made.

8.2 Maintenance of Membership

- 8.2.1 The Association and the Charter School agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30-day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the Charter School shall deduct membership dues as provided in Education Code Section 45061 and in the same manner as set forth in Sections 8.1.1 and 8.1.2 above.

8.3 Agency Fee

- 8.3.1 Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the Charter School, and the Charter School shall begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 8.3.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required

to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- 8.3.3 To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.
- 8.3.4 Proof of payment shall be made on an annual basis to the Association and Charter School as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made, or authorizes payment through payroll deduction. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 8.3.5 With respect to all sums deducted by the Charter School pursuant to sections above, whether for membership dues or agency fee, the Charter School agrees to remit such moneys to the Association (within 20 business days) accompanied by a list of unit members for whom such deductions have been made.
- 8.3.6 The Association and Charter School agree to furnish to each other any information needed to fulfill the provisions of this Article.

ARTICLE 9 – ASSOCIATION RIGHTS

9.1 Charter School Service

9.1.1 The Association shall have the right to use the member mailboxes for communications to unit members without interference or censorship of such communications by CHARTER SCHOOL.

9.1.2 The Association shall have the right to use CHARTER SCHOOL's electronic mail service and unit member electronic mailboxes for communications to unit members. The Association agrees to abide by the computer use policy in effect at CHARTER SCHOOL.

9.1.2.1 The Association shall have an electronic mailbox in the Charter School's electronic mail system.

9.2 Bulletin Boards

9.2.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.

9.2.2 Such material will be accurately identified by the Association and approved by the Association President or designee. A copy of each posting shall be delivered to the Principal's or Designee's mailbox at the same time as the posting.

9.2.3 Posted information will not be defamatory of CHARTER SCHOOL, its staff, and/or Board of Trustees.

9.3 Use of Buildings and Equipment

9.3.1 The Association shall have the right to use school meeting rooms at reasonable times, provided that this shall not interfere with or interrupt normal school operations. CHARTER SCHOOL (CSATA) agrees to comply with current procedures and practices for securing the use of such meeting rooms.

9.3.2 Expenses incident to any meetings, other than those normally part of school operations, shall be borne by the Association.

9.4 Access to Worksite

- 9.4.1 Authorized representatives of the Association shall have the right to transact official Association business on school property during regular school business hours provided that such activities or use do not interfere with classroom instruction or interrupt normal operations.

9.5 Appointment to Charter School and Joint Committees

- 9.5.1 The Association shall have the opportunity to select unit member representatives to all Association/Charter School joint committees.

- 9.5.1.1 Joint Committees may include: LCAP, Operations, Restorative Practices, Equity, Evaluation, Supervision & Duties, Calendar, Health Benefits, Professional Development, Technology, Facilities, Safety, Dual Enrollment and any committees deemed necessary by the Administration team of the Charter.

- 9.5.2 Joint Committee meetings will take place during pre-established scheduled meeting times. Administration will make a good faith effort to add proposed committee meeting dates and times into the school's calendar by June 30th of the current school year so that the Association can have adequate time to determine the interest and availability of teachers to serve on a committee prior to the start of the new school year.

9.6 Release Time

- 9.6.1 The Association President or designee shall be provided five (5) days of release time per school year to conduct Association business. These five (5) days shall be funded by CHARTER SCHOOL. If additional days are necessary for such purposes, the Association shall be granted an additional five (5) days, provided that the Association reimburses the school upon receiving an invoice from the school regarding the cost of substitute time. Release time shall be taken in full day increments. The Association shall pay CHARTER SCHOOL the amount paid a substitute employed to fill the position.

- 9.6.2 Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits when the parties mutually agree to negotiate during a work day.

9.7 Communications and facilities use pursuant to this Article shall comply with state law.

ARTICLE 10 – ASSIGNMENT, REASSIGNMENT, AND TRANSFERS

10.1 Vacancies

10.1.1 The CHARTER SCHOOL shall post a list of all bargaining unit vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon authorization to fill the vacancies. The CHARTER SCHOOL shall make the list available to the Association.

10.1.1.1 All interested qualified unit members shall submit a timely written letter of intent to the Principal or Principal's designee.

10.1.2 All qualified vacancy/reassignment requests shall be considered and interviewed.

10.2 Involuntary Reassignment

10.2.1 Involuntary reassignment shall be made only for the following reasons: Programmatic needs, an increase or decrease in the number of pupils, elimination of program(s) and /or funding, worksite closing, and to provide the unit member with an opportunity to demonstrate satisfactory performance in another setting.

10.2.1.2 Involuntary reassignment shall not occur between different school sites.

10.2.2 Involuntary reassignment shall not occur between worksites.

10.3 Worksite Transfers

10.3.1 Currently employed CHARTER SCHOOL applicants in good standing current shall be guaranteed an in-person interview at another CHARTER SCHOOL site. Teachers that transfer from one school associated with OCSA or CSArts are to maintain "Permanent Status" at their new school site.

ARTICLE 11 - REDUCTION IN FORCE

- 11.1 Layoffs may occur at the end of the year due to programmatic changes. In addition, layoffs may occur at the end of the semester due to a reduction in funding, a reduction in enrollment or failure of unit member to maintain required qualifications.
- 11.2 Notice of layoffs for the subsequent year will be determined by March 15th.
- 11.3 If a layoff takes place, the following will occur:
 - 11.3.1 “Temporary Teachers” will be the first to be laid off.
 - 11.3.2 “1st and 2nd Year Teachers” will follow if necessary.
- 11.4 The following criteria will be used if the layoff extends to Permanent Teachers:
 - 11.4.1. Appropriate credentials.
 - 11.4.2 Satisfactory evaluations.
 - 11.4.3 Expertise and relevant experience as determined by the Principal.
 - Expertise and relevant experience may include the following:
 - 11.4.3.1 Depth of content knowledge as determined by relevant college coursework and advanced academic degrees in credential focus.
 - 11.4.3.2 Depth of knowledge in instructional strategies as determined by relevant college coursework and advanced academic degrees in instructional pedagogy.
 - 11.4.3.3 Mastery of instructional techniques and pedagogy as demonstrated by attendance in professional workshops.
 - 11.4.3.4 Knowledge and practice of current educational research.
 - 11.4.3.5 Demonstrated leadership in staff development workshops and as a peer trainer on-site and off-site.
 - 11.4.3.6 Active involvement in site-level leadership and participation in school committees.

11.4.4 If all of the above criteria are equal, the length of service at the Charter School shall be the determining factor.

11.5 This article shall not apply to layoffs resulting from the revocation or nonrenewal of a charter of the CHARTER SCHOOL.

ARTICLE 12 – EVALUATION PROCEDURE

- 12.1 This Article 12 does not apply to certificated personnel employed on an hourly basis.
- 12.2 The CHARTER SCHOOL shall annually provide a summative evaluation to all members of the bargaining unit at least once per year. Unit members shall be evaluated using the formal evaluation process or an alternative process that is mutually agreed upon by the unit member and evaluator. In the event that the unit member and evaluator are unable to agree on the evaluation process, the formal evaluation process will be used. Unit members shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator prior to November 1 of the year in which the evaluation is to take place.
- 12.3 The evaluator or designee will discuss with the member the evaluator's formal written observation report and/or written evaluations of the performance of the member. If any deficiencies are indicated, the evaluator shall hold a conference with the member to make specific recommendations as to the areas of needed improvement in the member's performance and shall endeavor to assist the member in improving performance. The recommendations may include the requirement that the member shall, as determined necessary and provided by the CHARTER SCHOOL, participate in a program designed to improve the member's performance, and to further pupil achievement and the CHARTER SCHOOL's instructional objectives.
- 12.4 The CHARTER SCHOOL shall evaluate and assess member competency as it reasonably relates to:
 - 12.4.1 The six domains identified in the California Standards for the Teaching Profession (CSTP).
 - 12.4.1.1 Engaging and supporting all students in learning.
 - 12.4.1.2 Creating and maintaining effective environments for student learning.
 - 12.4.1.3 Understanding and organizing subject matter for student learning.
 - 12.4.1.4 Planning instruction and designing learning experiences for all students.
 - 12.4.1.5 Assessing student learning.

- 12.4.1.6 Developing as a professional educator.
- 12.4.2 The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the CHARTER SCHOOL, including:
 - 12.4.2.1 Share in the responsibility for the operation of school programs.
 - 12.4.2.2 Conduct timely and effective conferences with students, parents, and support personnel concerning individual student needs.
 - 12.4.2.3 Accept and fulfill assigned responsibilities and duties in a timely and efficient manner (Punctuality to class and meetings, completion of reports and requests for information, return phone calls and fulfill supervision and adjunct responsibilities).
 - 12.4.2.4 Promote a positive professional image by action, communication and appearance.
 - 12.4.2.5 Maintain confidentiality in all professional relationships.
- 12.5 Each instructional personnel member of the bargaining unit shall, prior to November 1, present written statements setting forth process objectives for the member's performance in each of the two (2) areas specified in the Paragraph 5 hereof.
- 12.6 Each non-instructional personnel member of the bargaining unit shall, prior to November 1, present written statements of performance objectives for the job responsibilities assigned to that position.
- 12.7 The written statements setting forth objectives shall be submitted to, and approved by, the evaluator of each member of the bargaining unit.
- 12.8 In the event the evaluator does not approve the written statements setting forth objectives, the evaluator shall discuss the written statements of objectives with the member. If the evaluator and the member of the bargaining unit cannot come to an agreement as to what should constitute said objectives, the member or the evaluator may present a request for review to the Principal. Within five (5) duty days of the receipt of the written request, the member shall specify, in writing, the objectives as proposed by the member and the objectives as proposed by the evaluator, as well as rationale stated by each of them for their respective

positions, including a statement by the member of why the member believes the written statements of objectives as proposed by the evaluator are inappropriate. A copy of the member's statement shall be provided to the evaluator who shall indicate his or her agreement or disagreement with the statements contained in the member's request. If the evaluator disagrees with the statements contained in the member's request, the reasons for his or her disagreement may be presented in the evaluator's response.

The Principal may call a conference if he or she determines such a conference would facilitate the resolution of the dispute. The decision of the Principal shall be final and binding on the evaluator and the member. The member's objectives shall reflect the decision of the designee and the member shall be obligated to meet said objectives.

- 12.9 For the purpose of this Article, the evaluator shall be the member's immediate supervisor and/or any other certificated management employee so designated by CHARTER SCHOOL management who holds an administrative credential.
- 12.10 When requested by the evaluator or the member, modification or additions to the written statements of objectives can be made, provided said modifications and additions are approved by the evaluator. In the event the evaluator and the member cannot come to an agreement as to what should constitute said modifications or additions, a review may be requested and processed and the matter resolved as specified above.
- 12.11 The management evaluator will confirm, inform, and discuss with the unit member all information not personally observed prior to stating it in a summative evaluation.
- 12.12 Evaluations of members shall be based on data collected through formal, informal observations and/or member completed self-reflection activities. If a formal observation is made for evaluation purposes, it shall be made at a time mutually agreeable to the member and the evaluator; the time of that observation, however, may be rescheduled at the evaluator's request. Formal observations shall normally be of approximately 20 minutes in duration. If a time for this observation cannot be agreed upon, the evaluator shall conduct the observation on a specified date with at least five (5) duty days' notice to the member, which date may be rescheduled by the evaluator. A second observation shall be granted under the guidelines listed above when requested in writing by the member within five (5) duty days after the conference on the written observation report.

The immediate supervisor shall meet with first year and second year employees and any employee currently performing at an unsatisfactory level within 30 calendar days of the close of the first semester. At this meeting, the immediate supervisor shall review the teacher's performance in the first semester and inform the teacher whether any problems were noted that could result in the teacher being denied permanent status. If any such problems are identified, the

immediate supervisor shall provide the unit member, at this meeting, with a written statement of those problems.

- 12.13 No negative evaluation of performance shall be predicated upon written complaint of a derogatory nature, including parent complaints processed in accordance with School procedures, unless the member has first been given notice of same and an opportunity to discuss the matter with the evaluator. The member shall have the right to have the member's written reply become part of his or her personnel file.
- 12.14 Summative evaluations and assessments made pursuant to this Article shall be reduced to writing and a copy thereof shall be transmitted to the member of the bargaining unit not later than five (5) duty days before the last school day scheduled in the school calendar adopted by the Governing Board for the school year in which the evaluation takes place. Self-reflecting activities shall be completed fifteen duty days prior to the conclusion of the school year. Unit members on a current remediation plan or those who will receive an unsatisfactory evaluation will receive notification of such at least 30 calendar days prior to the end of the school year.
- 12.15 The member of the bargaining unit shall have the right to have the member's written response to the evaluation become a permanent attachment to the formal evaluation.
- 12.16 The CHARTER SCHOOL retains the right to prepare, modify and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each bargaining unit member, provided said forms do not conflict with the provisions of this Article. CHARTER SCHOOL shall consult with teachers prior to developing or modifying evaluation forms.
- 12.17 The final evaluation form shall contain only ratings of "satisfactory" or "unsatisfactory." A final evaluation consisting of an "unsatisfactory" requires the inclusion of a written assistance plan.
- 12.18 Alleged procedural violations of this Article 12 shall be subject to the grievance procedure. Issues arising out of the judgment of the evaluation on the contents of the evaluation shall not be subject to the grievance procedure.

ARTICLE 13 - PERSONNEL FILES

13.1 Personnel Files

- 13.1.1 There shall be a single personnel file for each unit member.
- 13.1.2 Unit members shall have the right to inspect and obtain a copy of the materials in their personnel file within five duty days of the request.
- 13.1.3 Information of a derogatory nature shall not be placed in the personnel file until the unit member is provided a copy of the derogatory information and given the opportunity to attach a written response within 10 duty days. The written response shall be placed in the personnel file.
- 13.1.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 13.1.5 The contents of all personnel files shall be kept in strictest confidence and access to a unit member's personnel file shall be limited to a "need to know" basis or a properly issued subpoena or court order.

ARTICLE 14 - PUBLIC COMPLAINTS

14.1 Public Complaints

14.1.1 Student, parent, or citizen complaints concerning a unit member shall be made directly by the complainant to the person against whom the complaint is lodged except as provided herein. Complainants shall be encouraged to orally resolve concerns with the unit member personally.

14.1.1.1 An administrator receiving a complaint about a unit member shall inform the employee of the complaint and attempt to facilitate direct communication between the unit member and the complainant. An administrator or other CHARTER SCHOOL employee designated by the administrator may be present to assist in facilitating the meeting.

14.1.1.2 If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the administration.

14.1.1.3 Unless otherwise required by the gravity of the complaint, within ten (10) duty days following the receipt of a public complaint, an administrator shall notify the employee of a complaint which would be reasonably expected to result in discipline of the employee or placed in the unit member's personnel file.

14.1.1.4 The unit member shall have five (5) duty days from his/her receipt of the written complaint to submit a written response. A copy of the written response shall be attached to the complaint if the complaint is filed in the unit member's personnel file.

14.1.2 Information or proceedings regarding a complaint shall be kept confidential by the CHARTER SCHOOL unless otherwise required by law.

ARTICLE 15 – HOURS AND ADJUNCT DUTIES

15.1 Length of Workday

15.1.1 The professional work day shall include but shall not be limited to the student day, professional development time, staff meetings, preparation time, parent and student conferences, and IEP, 504 and Student Study Team meetings, Back to School Night, and student supervision. Normally, the required on site work day will average seven and ½ hours, inclusive of a ½ hour duty free lunch.

15.1.2 Teachers shall be present no later than 30 minutes prior to the start of the normal school day hours and shall remain at least 5 minutes after the final class is dismissed, provided that teachers may be required to remain on site beyond these times when required to perform the duties in Section

15.1.1. For teachers with verified/documented child care/Family responsibilities that may prevent them from arriving 30 minutes prior to the start of school, this arrival time may be adjusted with supervisor consent. At no time shall an adjusted arrival time be later than 15 minutes prior to the start of classes. Any work time missed through an adjusted arrival time will be made up at times mutually agreeable to member and supervisor.

15.1.3 On school days when there are no conservatory classes scheduled, administration shall make a good faith effort to avoid scheduling meetings which will prevent teachers from utilizing this time to work in their classrooms. This access may be adjusted as master calendar activities and facility use related to conservatory needs allow.

15.2 Work Load/Adjunct Duties

15.2.1 Full time unit members shall teach 5 out of 6 blocks and have 1 out of 6 blocks as a student free preparation time. Preparation time missed due to inclement weather, special schedules, or absences will not be made up. By mutual consent, teachers may choose to give up their preparation block to teach an additional class, for additional compensation at twenty (20) percent of pay.

15.2.2 The school will make a good faith effort not to assign unit members more than 3 different preparations at one time without her/his consent.

15.2.3 Supervision duties required of faculty shall be equitably distributed and prorated based on unit members work assignment.

15.2.4 Additional compensated duties when available, shall be advertised to all unit members and shall be paid in accordance with Appendix B.

15.2.5 In order to better support students with special needs, Education Specialists shall set a date to meet with School Counselors and Administrators to balance the master schedule ahead of each school year. These efforts shall endeavor to determine which classes will have embedded supports and determine what additional supports may be needed. Education Specialists shall be paid their per diem rate for no more than 6.5 hours.

Administration will make an effort to balance the number of mandatory IEP meetings teachers are scheduled to attend. Any teacher asked to attend an IEP meeting, after the first 10, will be expected to attend but will be compensated their hourly rate of pay.

15.2.6 Any teacher is entitled for up to two release days per year as needed. These release days must be taken mid-week (Tuesday, Wednesday, or Thursday) and teachers must remain on campus. Each release day will be categorized as a Staff Development Day, so they will not count against the member's personal leave balance. Additional release days may be granted at the discretion of the administration.

15.3 Preparation Time

15.3.1 Unit members shall be assigned a student free preparation period within 6 blocks. The preparation period shall be the same length as the regular class period. The member shall be afforded computer access during his/her preparation period. Every classroom shall have a lockable storage space. Unit members will also have access to a work room for at least two hours during conservatory hours.

15.3.2 Unit members shall not be required to substitute during their preparation period, except in cases of emergency.

15.3.3 If a unit member volunteers to substitute during the preparation period she/he shall be paid at the contract hourly rate.

15.3.4 Teacher workrooms will be outfitted with proper functioning workspace including chairs, tables, and functional technology (computers, printer, phone).

15.4 Professional Development Activities

15.4.1 Content area Professional Development activities shall be determined by the curriculum team leads in consultation with their teams and approved by Administration. Schoolwide Professional Development activities shall be determined by a Professional Development Committee (PDC).

- 15.4.2 There shall be three Professional Development days per year.
- 15.4.3 Professional Development education meetings for unit members shall occur during the contractual workday.
- 15.4.4 Costs of participation in Professional Development programs shall be borne by the School.

15.5 Individualized Educational Programs (IEPs)

- 15.5.1 Unit members who participate in the formulation of Individualized Educational Programs shall be granted release time from their regular duties to perform tasks related to formulating IEPs.

15.6 Work Year

- 15.6.1 Unit members' work year shall be 180 instructional days, 3 teacher preparation days, and 3 professional development days.
- 15.6.2 The 2025-2026 school year calendar listing all instructional days, non-instructional days, vacations and holidays is incorporated into this Agreement and attached as Appendix A.
- 15.6.3 Any working days as provided in this Agreement that have been declared national days of holiday, thanksgiving, mourning, emergency, or other national observance on which schools are required to be closed by law or proclamation shall be non-work days.

ARTICLE 16 - SAFETY

16.1 Safe Working Conditions

- 16.1.1 Bargaining unit members shall notify immediate supervisors in writing of unsafe working conditions by completing a work ticket through the school electronic system for those items related to the facility or by communicating directly in writing with their direct supervisor for items not related to the facility.
- 16.1.2 Upon notification, the School shall endeavor to eliminate or correct an unsafe or hazardous conditions as quickly as possible.
- 16.1.3 Bargaining unit member(s) reporting a problem or concern will be updated weekly concerning ongoing progress and steps taken to rectify reported problems.
- 16.1.4 The School shall provide each major work area with first aid kits containing basic first aid supplies.
- 16.1.5 Each major work area shall have a telephone with access to the central office and an outside line.
- 16.1.6 On an annual basis, unit members will be provided with a review of safety procedures, protocol, equipment, and will be provided staff training for emergency preparedness.

ARTICLE 17 – LEAVES

17.1 General Conditions of Leave

- 17.1.1 Members on an authorized, paid leave of absence shall receive wages, health and welfare benefits, and retirement credit consistent with paid status. Members on authorized unpaid leave of absence shall receive health benefits for the balance of the pay period in which the absence commenced, and may thereafter continue health benefits at their own expense for the duration of the leave.
- 17.1.2 A member returning from an authorized leave of less than one year shall be returned to the same job classification held prior to the leave.
- 17.1.3 The Charter School may require the member to provide evidence that he/she has satisfied the contractual requirements for the leave.

17.2 Illness, Injury, Personal Leave

- 17.2.1 Every member of the bargaining unit employed five (5) days a week by the CHARTER SCHOOL shall be entitled to ten (10) days of leave annually with full pay. Unused leave shall accumulate from year to year and shall accrue without limitation.
- 17.2.2 A member employed less than a full year, less than five (5) days per week or less than a full work day is entitled to prorated leave.
- 17.2.3 Pay for any such day of authorized absence shall be the same as the pay which would have been received had the member served during the day.
- 17.2.4 A unit member may transfer unused accrued sick leave from another California public school or Charter School provided that the CHARTER SCHOOL can verify the accuracy of records of such leave with the previous employer.
- 17.2.5 Credit for leave of absence need not be prior to taking such leave by the member and such leave of absence may be taken at any time during the school year. If a member does not render service for an entire year, but has used all paid leave, the amount of compensation received for sick leave taken but unearned shall be repaid to the CHARTER SCHOOL and the CHARTER SCHOOL shall have the right to make any necessary adjustment on the last warrant.

- 17.2.6 The Charter School shall annually provide each unit member with an accounting of used and available leave days.
- 17.2.7 Upon exhaustion of all accumulated and current leave, the member who continues to be unable to work due to injury or illness and who provides the physician's confirmation of this fact in writing shall receive additional leave paid at the rate of difference between the member's pay and the substitute rate for one additional period not to exceed one hundred (100) days over a period of any two (2) consecutive school years. This leave shall not apply to temporary teachers.
- 17.2.8 A member returning from a medical leave of more than two weeks shall not return to work until he or she submits a medical doctor's authorization to return to work and identifying any limitations on the member's ability to perform essential functions of the position. If verification is required, CHARTER SCHOOL will notify the unit member by phone or email on or before day 7 of their absence so the member can schedule an appointment with their doctor.
- 17.2.9 The member shall notify the person designated by management of the member's intended absence. This notice must be given during a daily time frame designated by management which shall not be later than 6:30 A.M. if the need for the absence becomes known within ten (10) hours or less before the end of a daily time frame so designated. Otherwise, notice must be given as soon as the need for the intended absence is known. A member who fails to comply with the requirements of this paragraph may be denied leave with pay.
- 17.2.10 After exhaustion of the 10 annual leave days, the unit member must provide evidence of medical necessity or obtain an administrator's approval to access unit member accrued days.
 - 17.2.10.1 The medical necessity stated above may apply to the member, a member's immediate family, or hardship created by a medical necessity which affects care for the member's immediate family.
 - 17.2.10.2 The unit member may self-report medical necessity for absences of two consecutive days or less. If a member is absent for 3 or more consecutive days, a doctor's note will be required.

17.2.11 Partial day agreement

If a unit member has an absence of one teaching block or less, that unit member's sick leave will be reduced by 1/3 day for each missed block. The unit member will notify the office manager and their immediate supervisor as soon as they are aware of the necessity.

17.3 Maternity Leave

17.3.1 Any member of the bargaining unit who is pregnant shall submit a written statement to Human Resources no later than three (3) months before the expected date of delivery, together with a written statement from the attending physician. The physician statement and member statement shall be on the forms prescribed by the CHARTER SCHOOL.

17.3.2 Members are entitled to use sick leave as set forth in Sections 2 and 3 of this Article 17 for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

17.3.3 Medical leave benefits will terminate when the member's physician verifies that the member is physically able to return to work. Member may take Parental Leave per section 44977.5 (AB376) of the Education Code (See Article 17.4)

17.3.4 A member on maternity leave shall be entitled to return to the same position held immediately before commencement of the leave, subject to existing Assignment and Reassignment policies specified in this agreement.

17.4 Parental Leave

17.4.1 Per section 44977.5 (AB375) of the Education Code, Parental Leave is defined as leave taken for the birth of a child of the employee or placement of a foster or adoptive child with the employee. The employee shall not be provided more than one twelve week (60 contract days) period per Parental leave in a given school year.

- 17.4.2 The twelve weeks (60 contract days) of Parental Leave will be deducted from the unit member's sick leave for as long as the member has leave. If the member's sick leave is exhausted before the twelve weeks of Parental Leave have been taken, the unit member's pay will be adjusted to reflect the rate of difference between the member's pay and the substitute rate for each day remaining of the twelve weeks.
- 17.4.3 If the school year terminates before the twelve week period is exhausted, the employee may take the balance of the twelve week period in the subsequent school year. Non-paid school calendar breaks in school are not counted as part of the twelve week period.
- 17.4.4 A member on parental leave shall be entitled to return to the same position held immediately before commencement of the leave, subject to existing Assignment and Reassignment policies specified in this agreement.

17.5 Industrial Accident and Illness Leave

- 17.5.1 Members of the bargaining unit shall be entitled to the following leave on account of illness or accident which has qualified for Workers' Compensation benefits:
 - 17.5.1.1 Allowable leave shall be for up to a maximum of sixty (60) days during which the schools of the CHARTER SCHOOL are required to be in session or when the member would otherwise have been performing work for the CHARTER SCHOOL in any one (1) fiscal year for the same accident.
 - 17.5.1.2 Allowable leave shall not be accumulated from year-to-year.
 - 17.5.1.3 Industrial accident or illness leave shall commence on the first day of the absence.
 - 17.5.1.4 When a member of the bargaining unit is absent from the member's duties on account of an industrial accident or illness, the member shall be paid such portion of the salary due to the member for any month in which the absence occurs, as when added to the member's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the member of not more than the member's full salary.

(The phrase, full salary, as utilized in this subparagraph D shall be computed so that it shall not be less than the member's average weekly earning as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this Section 5, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.)

- 17.5.1.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 17.5.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due to the member for the same illness or injury.
- 17.5.2 Upon termination of the industrial accident or illness leave, members of the bargaining unit, except for members employed during the summer recess, shall be entitled to the benefits provided in Section 17.2 of this Article 17, and for the purposes of each of those sections, the member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, the member may elect to take as much of the accumulated sick leave which, when added to the member's temporary disability indemnity, will result in payment to the member of not more than the member's full salary.
- 17.5.3 During any paid leave of absence, the member may endorse to the CHARTER SCHOOL the temporary disability indemnity checks received on account of the member's industrial accident or illness. The CHARTER SCHOOL, in turn, shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct retirement, other authorized contributions, and temporary disability indemnity, if any, actually paid to and retained by the member for the period covered by such salary warrants.
- 17.5.4 Any member of the bargaining unit receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board authorized travel outside of the State.
- 17.5.5 The CHARTER SCHOOL reserves the right to secure proof of industrial accident or illness of any member of the bargaining unit. Before salary payments will be made to a member absent because of industrial accident or illness, a report of such accident or illness in the

form prescribed by the CHARTER SCHOOL must be on file in the Business Services office, and the injury or illness must have qualified for Workers' Compensation benefits, under the provision applicable to such leave by the CHARTER SCHOOL workers' compensation coverage.

- 17.5.6 The CHARTER SCHOOL has the right to have the member examined by a physician designated by the CHARTER SCHOOL to assist in determining the length of time during which the member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to an industrial accident or illness.

17.6 Leave of Absence Due to Death of Member of Immediate Family

- 17.6.1 A member of the bargaining unit who is employed five (5) days a week by the CHARTER SCHOOL is entitled to a leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his or her immediate family. A member employed for less than five (5) school days shall be entitled to that proportion of the three (3) or five (5) days leave of absence provided by this Section 5 as the number of days the member is employed per week bears to five (5). Such leave must be used within thirty (30) days of the death.
- 17.6.2 No deduction shall be made from the salary of such member, nor shall such leave be deducted from leave granted by other provisions of this Agreement.
- 17.6.3 Members of the immediate family are those persons listed under "Immediate Family" in Article 3, Definitions.

17.7 Military Leave

- 17.7.1 Members of the bargaining unit who are attached to the military services and apply for a temporary military leave shall make every effort to prevent their military obligation from conflicting with school duties.

Temporary military leave pursuant to Military and Veterans Code Section 395 shall be granted to members of the bargaining unit called into temporary active duty of any unit of the United States Reserves or the National Guard, without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred

eighty (180) calendar days, including time involved in going to and returning from such duty. A member of the bargaining unit on temporary military leave of absence who has been in the service of the CHARTER SCHOOL for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive salary or compensation as an employee of the CHARTER SCHOOL for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.

- 17.7.2 Any member of the bargaining unit who enters the active military service of the United States of America or the State of California during any period of national emergency declared by the President of the United States of America, or during any war in which the United States of America is engaged shall be entitled to military leave. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by the member at the time of the member's entrance into such service at the salary to which the member would have been entitled had the member not been absent from the service of the CHARTER SCHOOL under the provisions of this subsection.

17.8 Jury Duty

- 17.8.1 Bargaining unit members who are summoned to serve on a jury may do so with no loss of salary or personal/illness days for a period of up to 5 calendar days per school year.
- 17.8.2 The employee shall notify his/her supervisor upon receiving notification of jury duty. Employees on "call in" status shall report to work as required; coverage will be provided should the employee be summoned to court. Employees required to report shall call for a substitute teacher and have lesson plans in place.
- 17.8.3 Employees shall come to work for the time not served if the court service is for one-half of his/her work day or less. All per diem fees received for jury service are to be submitted to the California School of the Arts – San Gabriel Valley Business Office. Employees may retain any mileage compensation they receive as a result of jury service.
- 17.8.4 Upon employee's return to work from jury duty, employee must present certification from the court verifying attendance. The court's stamp or signature is required; a printout from a court website is not sufficient.

17.9 Family Care and Medical Leave

- 17.9.1 Unit members may request family care and medical leave in accordance with the conditions set forth for in Board Policy (see Appendix C).

17.10 Other Leaves Without Pay

- 17.10.1 Requests for unpaid leaves of absence for one (1) school year or less will be considered on an individual basis by the Principal. Such requests shall include the beginning and ending dates of the leave.

17.11 Notification of Return to Work

- 17.11.1 Unless otherwise specified in this Agreement, a member on any leave of absence shall notify the appropriate management person of the approximate date the member intends to return to service and verify the exact date as soon as it is known, but in no case later than 1:30 P.M. of the work day prior to the member's return to service.
- 17.11.2 If the member fails to so notify the appropriate management person in accordance with the provisions of the preceding paragraph and a substitute reports for service, the substitute shall be released. The member shall remain at the work station and forty percent (40%) of the substitute's daily wage shall be deducted from the daily wage of the member.

17.12 Unauthorized Leave - Abandonment of Position

- 17.12.1 Absence of a member of the bargaining unit, whether voluntary or involuntary, for three (3) consecutive working days without notification to the appropriate management person, shall be deemed to be an automatic resignation from CHARTER SCHOOL employment as of the last date on which the member worked and the member's position may be declared vacant.
- 17.12.2 Reinstatement shall be granted if the member makes a satisfactory explanation to the Board as to the cause of the member's absence and the member's failure to obtain leave. Any member so reinstated shall not be paid salary for the period of the member's unauthorized absence, unless the absence was due to a reason for which paid leave can be granted.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

18.1 The school shall provide members with the following Health Benefit options:

1. See attached summary form in the Health Benefit Appendix (HBA).
2. The option to “opt-out” of school provided insurance with the provision that they are able to verify coverage through a spouse or parent. Members not taking school coverage will receive an incentive to do so. The opt out incentive amounts are referenced in the Health Benefit Appendix (HBA).
3. All members not participating in the opt-out incentive will receive dental and vision coverage through the Luminare administered plan. Members who opt out of medical coverage may purchase dental and vision coverage through a payroll deduction. All members will receive life insurance through Guardian Life.

18.2 Duration of Benefits:

18.2.1 Members employed during the last month of a school year shall be eligible for benefits through the end of their final month of employment.

18.2.2 Members shall be eligible for benefits on July 1 of their initial year of employment.

18.2.3 Members who terminate employment during the school year shall be eligible for benefits through the end of the payroll period in which the termination is affected.

18.2.4 Unit members who retire prior to the age of 65 (early retirees) are eligible to maintain their Health benefits (Medical, Dental and Vision) paid for by the CHARTER SCHOOL. Early retirees shall have the same “scope of benefits” as active members until they reach the age of Medicare eligibility or until the retiree accepts other employment which provides medical and dental benefits. If the age of Medicare eligibility changes from sixty-five (65), the parties shall meet to discuss the impact of such change.

1. Unit member has reached the age of 55 years AND has at least 30 years of service in education. Years of service include those years in position at CSArts-SGV and any additional years in a similar position at a prior school/district employer.
2. The Unit member has reached the age of 61.5 years.

For the 2025-26 contract year, the retiree will have the option to participate in the Kaiser Health Plan C at the same cost as an active employee. Dental and Vision will be provided at no cost. Deductible expenses, and any other out-of-pocket costs will be the sole responsibility of the early retiree. This coverage is for the retiree only and there will be no contribution by the

CHARTER SCHOOL for any eligible dependents.

If the early retiree does not qualify for either of the eligibility conditions listed above, the CHARTER SCHOOL shall offer the retiree the option to purchase the same Kaiser Health Plan discussed above at full cost.

All early retirees may purchase the Kaiser Health Plan for any eligible dependents at full cost.

All early retiree coverage and dependent coverage options shall expire as soon as the retiree reaches Medicare eligibility at age 65 or as soon as the retiree has access to another insurance option. Dependent coverage shall also expire for each eligible dependent as soon as the dependent reaches Medicare eligibility at age 65 or as soon as the dependent has access to another insurance option.

ARTICLE 19 – SALARIES

19.1 The salary schedule for the school year beginning 2025 will be adjusted by 0.5%. Subsequent salary schedules will include a 0.5% increase yearly until 2038.

19.2 Initial placement on the salary schedule:

- 19.2.1 The unit member's initial salary placement shall be based upon the step and column for which the member qualifies on the applicable certificated salary schedule. For placement purposes, only prior years of service with a Preliminary or Professional Clear California Teaching Credential shall count toward advancement. For unit members hired after June 30, 2011 with prior years in another state, the applicable state's equivalent of a Preliminary or Professional Clear California Teaching Credential shall count toward salary placement.
- 19.2.2 Upward or downward adjustment may be made upon timely receipt of records to support the annual salary placement. The final placement on the salary schedule will be based on official transcripts bearing the unit member's upper division and/or graduate work after the date of the bachelor's degree and verification from the administrators of the school districts where the unit member has been previously employed. For units that do not meet the above criteria, unit member can receive salary schedule credit with the recommendation from their immediate supervisor, and approval of the board.
- 19.2.3 The unit member shall provide such record no later than **October 1** of the current school year. In the event of upward adjustment based on the timely production of official records, the unit member may receive a one-time retroactive salary adjustment, without interest, to reflect the appropriate placement on the salary schedule. In the event of downward adjustment based on official records, the School may recoup, through deductions from subsequent pay warrants, without interest, any overpayments made as a result of an incorrect placement based on the unit member's representations.
- 19.2.4 The unit member's salary will be paid in 12 installments and is subject to proration if the unit member works less than a full school year.
- 19.2.5 The unit member shall not be entitled to any retroactive salary increase adopted by the Board after the expiration of any individual employment agreement or the termination of the unit member's employment.

19.3 Advancement on the salary schedule must meet the following criteria:

- 19.3.1 Creditable units must be earned from an institution of higher learning accredited by the American Association of Schools and Colleges, or a regional affiliate thereof.
- 19.3.2 Creditable units for salary schedule purposes will be limited to: (1) units within the unit member's major or minor field of preparation of (2) units within the unit member's present teaching assignment or his/her teaching assignment for the coming semester. Requests for exceptions from this provision may be submitted in advance to the CHARTER SCHOOL Board of Trustees for consideration and recommendation to the principal or designee for his/her approval.
- 19.3.3 Creditable units for salary schedule purposes will be limited to courses in which a grade of "C" or better is earned under a traditional college grading system, or a grade of "pass" in a "pass/fail" grading system.
- 19.3.4 Creditable Units will use the standard minimum of 15 "contact hours" per semester unit. Teachers may earn units in single increments for each 15 hours of class attended with a grade consistent with 19.3.3. Total units not to exceed those awarded by the educational institution's transcript.
- 19.3.5 A unit member who teaches 75% of the school year shall receive one year's credit on the salary schedule.
- 19.3.6 Unit members teaching on an emergency credential will not advance on the salary schedule beyond initial placement until issued a Preliminary or Professional Clear California Teaching Credential.
- 19.3.7 Creditable units may include coursework at the Community College or Undergraduate level, following recommendation and approval of the member's direct supervisor, and approval of the Board.

ARTICLE 20 – RETIREMENT

20.1 All unit members shall be participants in the State Teachers Retirement System.

20.2 Retiree Fringe Benefits

20.2.2 The CHARTER SCHOOL shall provide eligible retirees and their eligible dependents the opportunity to purchase the Kaiser health plan provided to unit members if made available by the carrier. The retiree may also participate in the Luminare administered dental and vision plan. Such coverage shall continue until retiree qualifies for Medicare.

ARTICLE 21 – CLASS SIZE

- 21.1 The CHARTER SCHOOL shall make a good faith effort to maintain an average class size of 33 students or fewer. Members may request a conference with the site administrator to discuss teacher support and instructional strategies when the size of any of their classes exceeds 36 students.
- 21.1.1 The CHARTER SCHOOL shall make a good faith effort to maintain equitable class sizes across all sections of a course given limits of classroom location and maximum capacity/occupancy.
- 21.1.2 Should it be found that any one teacher will be adversely affected given classroom placements and courses taught (for example, their sections are all maxed at 34-36 while their colleagues teaching the same course are at 26-28 students per a section), the CHARTER SCHOOL will explore all possible remedies up to and including the following actions in this order:
- a. Redistributing the master schedule
 - b. Opening additional sections
 - c. Reassigning teacher classrooms
- 21.1.3 If even after all options in 21.1.2 and its subsets are explored and class sizes are still not equitable, teacher shall be granted relief efforts in accordance with 21.2 and 21.3.
- 21.2 If requested, relief efforts shall be offered to the unit member when the total of students per teacher exceeds 33 multiplied by the number of sections being taught, which is 165 students for a unit member with a standard 5 section teaching load or 210 students for a unit member with an additional section. Unit member class load will be determined on the 15th day after the start of school for the 1st semester, and on the 5th day of classes for the 2nd semester.
Relief efforts will include:
- a. Two release days per semester
 - b. 50% reduction in supervision duties in the qualifying semester
- 21.3 When a unit member's class load exceeds 165 students in a 5 section teaching schedule or 210 students in a 6 section teaching schedule, the unit member will, in consultation with admin, either be offered a 6/5th contract or receive additional compensation equal to 10% of teacher salary.
- a. The number of additional students will be determined at the 15th day of instruction for the 1st semester and the 5th day of instruction for the 2nd semester.
 - b. The unit member will receive this additional compensation monthly over twelve months.

- c. Qualifying Teachers reduced supervision duties will be added, and distributed to non-reduced load unit members per Article 15.
- d. For a unit member that is teaching a Dual Enrollment course, refer to Appendix “E”

21.4 The CHARTER SCHOOL shall make a good faith effort to maintain an average caseload size of fewer than 26 students for Special Services Teachers.

21.5 Special Services teachers will have a caseload that shall not exceed 28 students. If student population requirements necessitate a Special Services teacher to exceed the 28 student limit, following the signing of a voluntary waiver, relevant remedies will be provided as outlined in 21.2.

ARTICLE 22 – MANAGEMENT RIGHTS

- 22.1 The following statement of rights is intended as an enumeration of CHARTER SCHOOL's rights, subject to other statutory and constitutional rights of unit members which are beyond the scope of this Agreement. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and also all rights and matters not limited by the other provisions of this Agreement are reserved to CHARTER SCHOOL. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following, subject only to the other provisions of this Agreement.
- 22.1.1 The legal, operational, geographical, and organizational structure of CHARTER SCHOOL, including the chain of command, division of authority, organizational divisions and subdivisions;
- 22.1.2 The financial structure of CHARTER SCHOOL, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and other monetary obligations of this Agreement;
- 22.1.3 The acquisition, disposition, number, location, types and utilization of all CHARTER SCHOOL schools and properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such schools and properties;
- 22.1.4 All services rendered to the public and to CHARTER SCHOOL personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including conservatory support, construction, maintenance and repair services;

- 22.1.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, consultants, instructional aides and supervisory or managerial personnel, to do work which is also done by unit members covered hereby, and the methods of selection and assignment of such personnel;
- 22.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, non-unit personnel and the public with respect to such matters;
- 22.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of CHARTER SCHOOL; the initial assignment of unit members to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to the number of unit members, when and where there is a job opening;
- 22.1.8 The dates, times and hours of operation of CHARTER SCHOOL facilities, functions and activities;
- 22.1.9 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;
- 22.1.10 The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of this Agreement.
- 22.2 All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to CHARTER SCHOOL even though not enumerated above, and such other specific provisions of this Agreement constitute the only contractual limitations upon CHARTER SCHOOL's rights. The exercise of any right to CHARTER SCHOOL herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of CHARTER SCHOOL's right or preclude CHARTER SCHOOL from exercising the right in a different manner.
- 22.3. Since this Article is not a source of Association Rights or Employee Rights, it is

non-grievable. However, nothing herein will prohibit the filing of grievances under other Articles that are not themselves excluded from the grievance procedure.

ARTICLE 23 – CONCERTED ACTIVITIES

- 23.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing on property owned or operated by the CHARTER SCHOOL, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the CHARTER SCHOOL by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the requests of other labor organizations to engage in such activity.
- 23.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward including all members of the bargaining unit to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the CHARTER SCHOOL by members of the bargaining unit, the Association agrees in good faith to take all necessary steps to cause those members to cease such action.

ARTICLE 24 - SUPPORT OF AGREEMENT

- 24.1 The CHARTER SCHOOL and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiations process. Therefore, it is agreed that CHARTER SCHOOL and the Association will support this Agreement for the term and, during that period, will not seek change or improvement in any terms of this Agreement.

ARTICLE 25 - COMPLETION OF MEET AND NEGOTIATION

- 25.1 Except as provided below, during the term of this Agreement the parties specifically waive and relinquish the right to meet and negotiate, and agree that neither shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the CHARTER SCHOOL or the ASSOCIATION (CSATA) at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

Dated: 5/15/2025 _____

California School of the Arts San Gabriel Valley

DocuSigned by:
By: Dr. Gregory Endelman 5/16/2025
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Gregory Endelman
Signed by:
By: Stephen Cook 5/15/2025
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Stephen Cook
Signed by:
By: Nicole Read 5/15/2025
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Nicole Read
Signed by:
By: [Signature] 5/15/2025
824D378D51E541F

Steve Wagner
DocuSigned by:
By: FRANCISCO FIGUEROA 5/15/2025
169EA2AE742E442

Francisco Figueroa

California School of the Arts San Gabriel Valley Teachers Association

Signed by:
By: Gavin Goes 5/15/2025
51128925C91643D

Gavin Goes
Signed by:
By: Nathan Poole 5/16/2025
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Nathan Poole
Signed by:
By: Adam Williams 5/15/2025
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Adam Williams

Important Dates to Remember

2025-2026 School Year

FALL SEMESTER

This is a dynamic document with ongoing updates anticipated through July 2025.

On-Campus Registration	August 5-6
Teacher Prep Days	August 7-8
Fresh Start	August 11
First Day of High School for Fall Semester	August 12
DUSD First Day of Fall Semester for CSArts Middle School Students	August 13
First Day of Conservatory Instruction for Fall Semester	August 18
Labor Day (No School)	September 1
Picture Make-Up Day/Staff Picture Day	September 4
High School Academic Back-to-School Night	September 4
Fall Festival	September 13
End of First Grading Period	September 26
Progress Reports Available	October 3
Homecoming	October 11
Academic Teacher PD Day (No School)	October 13
College Fair	October 15-17
End of Second Grading Period	November 7
Veterans Day Observed (No School)	November 11
Progress Reports Available	November 14
Thanksgiving Break (No School)	November 24-28
Last Day of Conservatory Instruction for Fall Semester	December 11
Last Day of High School Academic Instruction for Fall Semester	December 18
Academic Teacher Grading Day (No School)	December 19
Winter Break (No School)	December 22-January 5

Important Dates to Remember

2025-2026 School Year

SPRING SEMESTER

DUSD First Day of Spring Semester for Middle School Students	January 5
Academic Teacher PD Day (No School)	January 5
First Day of High School Academic Instruction for Spring Semester	January 6
Fall Semester Grades Available	January 9
Martin Luther King Jr. Day (No School)	January 19
First Day of Conservatory Instruction for Spring Semester	January 20
DUSD Staff Development Day (No Middle School)	January 26
Winter Formal	February 7
Lincoln's Birthday (No School)	February 9
Presidents' Day (No School)	February 16
End of First Grading Period	February 27
Progress Reports Available	March 6
Spring Break (No School)	April 6-10
Testing Week - No High School Conservatory	April 13-17
No Middle School Conservatory	April 13-17
End of Second Grading Period	April 17
Progress Reports Available	April 24
Season Finale	April 26
No School	April 27
AP Testing	May 4-15
Last Day of Conservatory Instruction for Spring Semester	May 7
Prom	May 16
Memorial Day (No School)	May 25
Last Day of High School Academic Instruction for Spring Semester	May 29
Graduation	May 29
Academic Teacher Grading Day (No School)	June 1
DUSD Last Day of Spring Semester for Middle School Students	May 29
Spring Semester Grades Available	June 5

Appendix “A” – COMPENSATED DUTIES

Amount	To be paid:	Reason for Stipend
\$2,500.00	1/2 end of each semester	Curriculum Team Lead
\$5,000.00	1/2 end of each semester	Leadership Advisor
\$5,000.00	1/2 end of each semester	Yearbook Advisor
\$1000.00	Year End	NHS Advisor
\$1000.00	Year End	CSF Advisor
\$1,000.00	1/2 end of each semester	Grad Night Chair
		Unspecified Club Advisor *

*The ASSOCIATION and CHARTER SCHOOL will review and negotiate annually any new proposed stipend or advisor position.

Appendix “B” – Health Benefit Appendix (HBA)

“Opt-out” incentive for coverage through a spouse or parent Incentive will be paid over 12 months

Opt-Out Options	Annual Incentives	Monthly Amount
Employee	\$ 5,400.00	\$ 450.00
Employee + Spouse or Employee + Child(ren)	\$ 10,800.00	\$ 900.00
Employee + Family	\$ 16,200.00	\$ 1350.00

Appendix “C” – FAMILY CARE AND MEDICAL LEAVE

FAMILY CARE AND MEDICAL LEAVE

The Governing Board shall grant family care and medical leave to eligible employees in accordance with current state and federal law. Employees taking this leave shall be reinstated in the same or a comparable position upon returning from family care leave, except as allowed by law.

Employees who take medical leave for their own serious health condition shall present certification from their health care provider to the effect that they are able to resume work.

CHARTER SCHOOL permits eligible employees to utilize family care and medical leave pursuant to federal and state law. Family care and medical leave taken pursuant to this policy shall run concurrently with any paid leave to which the employee is entitled under any other CHARTER SCHOOL policy or state or federal law. (29 C.F.R. section 825.508) In the case of pregnancy leave taken pursuant to this policy, the employee may elect to use accrued paid vacation and/or sick leave in lieu of unpaid pregnancy leave, in which case unpaid pregnancy leave under this policy shall run concurrently with the paid leave.

Definitions

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

“Parent” means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child.

“Instructional employee” means an employee whose principal function is to teach; instructional employees include athletic coaches, driving instructors, special education assistants and signers for the hearing impaired. The term does not include teacher assistants or aides, counselors, psychologists, curriculum specialists or other primarily non-instructional employees.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves either of the following:

1. Inpatient care in a hospital, hospice or residential health care facility.
2. Continuing treatment or continuing supervision by a health care provider.

Eligibility

Any eligible employee who has served CHARTER SCHOOL more than one continuous year and who worked at least 1,250 hours in the 12-month period preceding the leave shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law.

For eligibility purposes, full-time teachers who have been employed by CHARTER SCHOOL for at least one full year are deemed to meet the 1,250-hour test.

Family care and medical leave may be used for the following reasons:

1. Because of the birth of the employee's child, and in order to care for the child.
2. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
3. In order to care for the employee's child, parent or spouse with a serious health condition.
4. Because of the employee's own serious health condition, which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

Requests, Advance Notice and Certification

The employee shall give CHARTER SCHOOL at least 30 days' written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable. Where leave is foreseeable but notice is not provided at least 30 days in advance, CHARTER SCHOOL may deny the leave for up to 30 days from the date notice is given. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of CHARTER SCHOOL operations. This scheduling shall be subject to the health care provider's approval.

When requesting family care and medical leave because of a serious health condition, the request shall be supported by a certification from the health care provider of the person

requiring care. This certification shall include the following:

1. The date on which the serious health care condition began.
2. The probable duration of the condition.
3. If the employee is requesting leave to care for a child, spouse or parent who has a serious health condition, the health care provider's certification of both of the following:
 - a. Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse.
 - b. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.
4. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.

The health care provider's certification need not identify the serious health condition involved. When the employee is requesting leave because of his/her own serious health condition, this information may be included at the employee's option. If additional leave is needed when the time estimated by the health care provider expires, CHARTER SCHOOL may require the employee to provide re-certification as specified above.

If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave. If CHARTER SCHOOL has reason to doubt the validity of a certification that accompanies a request for leave, CHARTER SCHOOL may challenge the certification and require the employee to obtain, at CHARTER SCHOOL expense, a second opinion from an CHARTER SCHOOL-approved health care practitioner. If the second opinion is contrary to the first, CHARTER SCHOOL may require, again at CHARTER SCHOOL expense, that the employee obtain a third medical opinion from a third health care practitioner approved by both the employee and CHARTER SCHOOL.

Terms of Leave

Family care and medical leave shall not exceed 12 workweeks during any 12-month period.

This 12-month period shall run forward from the first day of any period of leave taken pursuant to this policy.

Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave.

Leave taken for the birth or placement of a child must be concluded within one year of the birth or placement of the child.

If both parents of a child work for CHARTER SCHOOL, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks. During the period of family care and medical leave, CHARTER SCHOOL shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with CHARTER SCHOOL. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave may be taken pursuant to collective bargaining agreements and/or Board policy.

Instructional Employees: Leaves Near the End of the Term

CHARTER SCHOOL may require an instructional employee to continue taking a requested leave until the end of the term in any of the following situations:

1. If the instructional employee begins a leave of three or more weeks' duration more than five weeks before the end of a term and would subsequently return to work during the last three weeks of the term.
2. If the instructional employee, for reasons other than his/her own serious health condition, begins a leave of more than two weeks' duration during the period that begins five weeks before the end of the term and would subsequently return to work during the last two weeks of the term.
3. If the instructional employee, for reasons other than his/her own serious health condition, begins a leave of more than five days' duration during the period that begins three weeks before the end of the term.

During the period of family care and medical leave, the employee shall continue to be entitled to participate in CHARTER SCHOOL's medical, dental and vision plan.

If the employee fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control, the employee may be required to reimburse any health premiums paid by CHARTER SCHOOL during the period of leave.

The employee shall also continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans, and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and CHARTER SCHOOL may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.

Maintenance of Status

The employee shall retain his/her employee status with CHARTER SCHOOL during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from family care and medical leave shall return with no less seniority than he/she had when the leave began.

Reinstatement

Upon granting the employee's request for family care and medical leave, CHARTER SCHOOL shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

CHARTER SCHOOL may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply:

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those CHARTER SCHOOL employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to CHARTER SCHOOL operations.
3. CHARTER SCHOOL informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If CHARTER SCHOOL reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement, provided CHARTER SCHOOL has no continuing obligations under a collective bargaining agreement or otherwise.

Notifications

In accordance with law, CHARTER SCHOOL shall notify employees of their right to request family care and medical leave. Separate notices about federal and state law related to family care and medical leave shall be posted in a conspicuous place. Information about employee rights and obligations related to such leaves shall also be included in employee handbooks.

At least the first time in each six-month period that an employee requests family care and medical leave, the Principal shall provide written notice detailing specific expectations and obligations and explaining any consequences of a failure to meet these obligations. The notice shall include:

1. Notice that the leave will be counted against the employee's annual family care and medical leave entitlement.
2. Requirements for the employee to furnish medical certification of a serious health condition.
3. The employee's right to substitute paid leave, conditions related to any substitution, and whether CHARTER SCHOOL requires this substitution.
4. Health benefit arrangements.
5. If applicable, the employee's status as a "key employee" and information related to restoration of that status.
6. The employee's right to restoration to the same or an equivalent job.
7. The employee's potential liability for health benefits should the employee not return to service.
8. CHARTER SCHOOL's requirement that the employee, upon return, present medical certification to the effect that he/she is able to resume work.

Appendix “D” – CERTIFICATED SALARY SCHEDULE

**California School of the Arts – San Gabriel Valley
 Certificated Academic Teacher Salary Schedule
 2024-2025**

STEP	B	C	D
	BA 30	BA 45	MA 60
1	67,335.72	68,691.16	78,283.87
2	67,335.72	71,908.39	81,501.11
3	67,335.72	75,125.59	84,718.29
4	70,552.94	78,342.80	87,935.52
5	73,770.14	81,560.00	91,152.74
6	76,987.36	84,777.23	94,369.93
7	80,204.57	87,994.44	97,587.16
8	83,421.79	91,211.67	100,804.39
9	86,639.00	94,428.88	104,021.58
10	89,856.23	97,646.11	107,238.82
11	93,073.44	100,863.31	110,456.04
12	94,148.45	101,938.31	111,562.87
13	95,223.44	103,013.32	112,669.74
14	96,298.44	104,088.30	113,776.58
15	97,373.45	105,163.31	114,883.45
16	98,448.44	106,238.32	115,990.31
17	99,523.43	107,313.30	117,097.16
18	100,598.45	108,388.31	118,203.99
19	101,673.46	109,463.32	119,310.86
20	108,318.34	116,108.21	125,987.59
21	109,393.34	117,183.21	127,094.43
22	109,954.20	117,744.08	128,201.29
23	110,515.06	118,304.93	129,308.15
24	111,075.95	118,865.81	130,415.01
25	117,206.69	124,996.57	137,091.75
26	117,767.57	125,557.44	138,198.58
27	118,328.44	126,118.30	139,305.43
28	118,889.33	126,679.18	140,412.29
29	119,450.17	127,240.06	141,519.14
30	125,580.96	133,370.80	148,195.88
31	126,141.82	133,931.69	149,302.73

Column Placement:

Column B – Bachelor’s degree plus 30-semester units. Refer to Article 19.

Column C - Bachelor’s degree plus 45-semester units. Refer to Article 19.

Column D - Bachelor’s degree plus 60 semester units, including Master’s Degree. Refer to Article 19.

Step Placement:

Step placement represents years of teaching experience. Credit for a year of service is only given when the service period exceeds seventy-five percent (75%) of an annual contractual period.

Appendix “E” – Citrus College

HOLD FOR DUAL ENROLLMENT CITRUS COLLEGE AGREEMENT

Unapproved proposed language:

Whereas the Charter desires to have an Early College Program (also known as a Dual Enrollment Program) and the Association and Charter recognize the mutual benefits, the Charter and Association agree to the following:

1. Administration will make a good faith effort to offer Dual Enrollment courses over Concurrent Enrollment courses.
2. Administration will post all available Dual Enrollment courses so that all Association members can be informed of these teaching opportunities.
3. If more than one eligible member is interested in teaching a proposed course, Administration will interview all eligible candidates.
4. Class sizes for Dual Enrollment classes will be set based on Citrus College enrollment limits.
5. Dual Enrollment courses shall not be factored in determining CSArts-SGV class size averages, staffing ratios, or allocation of teaching sections into the master schedule.
6. Administration will support all interested teachers in the Citrus College hiring process.

MOU regarding Citrus College partnership

General provisions

1. CSArts will offer dual enrollment courses in partnership with Citrus College
2. Enrollment will consist of CSArts students only
3. These courses will only be offered on the CSArts-SGV campus

Course offerings/assignment

1. The CSArts-SGV board will approve dual enrollment course offerings
2. Qualified CSArts teachers will be given priority for dual enrollment assignments
3. Reasonable attempts will be made to distribute dual enrollment assignments equally among qualified CSArts staff
4. Course assignments will be evaluated and re-assigned on a yearly basis, with the intent of rotating qualified CSArts staff

5. In the event an approved course is offered and no CSArts teachers are qualified to teach it, it may be assigned to a Citrus instructor
6. CSArts teachers will have access to Citrus College placement resources so that they may become qualified to teach dual enrollment courses

Class size/student assignment

1. We may not have any control over the class sizes
2. In the event that a section exceeds current CSArts class size restrictions, it shall be reflected in reduced class sizes in the rest of the department affected. (having a dual enrollment class of 50 should mean that other sections have less, not a reduction in sections overall)