



# Camino Nuevo Charter Academy

## CNCA Special Board Meeting

Amended on July 19, 2021 at 7:26 PM PDT

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### Date and Time

Wednesday July 21, 2021 at 12:00 PM PDT

### Location

Zoom

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In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order( [Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

This meeting is open to the public through the telephone 1 (669) 900-9128 (US Toll) and ZOOM video conference. To ensure meeting safety, there will be an online ZOOM waiting room set up for participants 10 minutes prior to the meeting. Attendees will be welcomed in prior to the start of the meeting at 4:00 pm. The waiting room will be checked regularly so that anyone joining the meeting late can still join.

<https://caminonuevo-org.zoom.us/j/92098709570?pwd=Y2RMSkdsNTFCeStpSVJUQmJ5WIR1dz09>

Meeting ID: 920 9870 9570

Passcode: 8iktF9

Members of the public who wish to address the Board regarding items on this agenda or who need special accommodations should contact Leylani Lira in the Chief Executive Officer's office at 213-417-3400 ext. 1401 or [Leylani.Lira@caminonuevo.org](mailto:Leylani.Lira@caminonuevo.org). Speakers are limited to no more than 3 minutes each. Speakers may also sign up in person the day of the meeting.

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>12:00 PM</b>
<b>A. Call the Meeting to Order</b>		Cindy Smet	

	Purpose	Presenter	Time
<b>B. Record Attendance</b>		David Gidlow	1 m
<b>II. Public Comment</b>			<b>12:01 PM</b>
<b>A. Public Comment</b> 3-Minute Limit per Speaker	FYI		15 m
<b>III. Convene to Closed Session</b>			<b>12:16 PM</b>
<b>A. Closed session - Labor Negotiations</b>	FYI	Adriana Abich	15 m
<b>IV. 21-22 Academic Calendars</b>			<b>12:31 PM</b>
<b>A. Updated SY 2021-2022 Calendars (K-8, HS, ECEC)</b>	Vote	Chantavia Moore	10 m
The CNCA school calendars have been updated. The K-8 and HS calendars have been separated.			
HS calendar changes include: adding Juneteenth, switching short days to Thursday, extending Q2 to January 19, 2022 to even out the quarters, extending parent conferences to 3 days, shifting January minimum days to December for assessments, and removing Q2 parent conferences.			
K8 changes include: changing the first week of school to all Shortened schedule, adding Juneteenth, switching short days to Thursday, and extending parent conferences to 3 days.			
ECE change include: adding Juneteenth			
<b>V. Updates to Collective Bargaining Agreement and Employee Handbook</b>			<b>12:41 PM</b>
<b>A. Updates to CBA and Employee Handbook</b>	Vote	Margarita Domingo	
<b>VI. Closing Items</b>			
<b>A. Adjourn Meeting</b>	Vote		

## Cover Sheet

### Updated SY 2021-2022 Calendars (K-8, HS, ECEC)

**Section:** IV. 21-22 Academic Calendars  
**Item:** A. Updated SY 2021-2022 Calendars (K-8, HS, ECEC)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** BOD Calendars - Revised.7.21.21.pdf



2021-2022 TK-12th School Calendar

BOD approved 7/21/2021

Jul-21						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	NT	NT	NT	NT	NT	24
25	26	27	28	BD	BD	31

Aug-21						
Su	Mo	Tu	We	Th	Fr	Sa
1	SD	SD	SD	SD	SD	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X				

Sep-21						
Su	Mo	Tu	We	Th	Fr	Sa
			X	X	X	4
5	H	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X		

Oct-21						
Su	Mo	Tu	We	Th	Fr	Sa
					X	2
3	X	X	X	X	X	9
10	H	X	X	X	X	16
17	X	X	X	X	X	23
24	SD	SD	X	X	X	30
31						

Nov-21						
Su	Mo	Tu	We	Th	Fr	Sa
	X	X	X	X	X	6
7	X	X	X	H	PTF	13
14	X	X	X	X	X	20
21	PTF	PTF	PTF	H	H	27
28	X	X				

Dec-21						
Su	Mo	Tu	We	Th	Fr	Sa
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	PTF	PTF	PTF	PTF	H	25
26	H	H	H	H	H	

Jan-22						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	PTF	PTF	SD	SD	SD	8
9	X	X	X	X	X	15
16	H	X	X	X	X	22
23	X	X	X	X	X	29
30	X					

Feb-22						
Su	Mo	Tu	We	Th	Fr	Sa
		X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	H	X	X	X	X	26
27	X					

Mar-22						
Su	Mo	Tu	We	Th	Fr	Sa
		X	X	X	X	5
6	X	X	X	X	SD	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X		

Apr-22						
Su	Mo	Tu	We	Th	Fr	Sa
					X	2
3	H	H	H	H	H	9
10	SD	SD	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30

May-22						
Su	Mo	Tu	We	Th	Fr	Sa
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	H	X				

Jun-22						
Su	Mo	Tu	We	Th	Fr	Sa
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	SD	SD	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

X	Regular Instructional Day
H	Holiday
NT	New Teacher
SD	Staff Development (In-service, pupil free day)
BD	Buyback day
PTF	Pupil/Teacher Free Day (All 11- and 12-month school leader and HSO staff work this day)

**Holidays:**

7/4-5/2021	4th of July Observed
9/6/2021	Labor Day
10/11/2021	Indigenous Peoples' Day
11/11/2021	Veteran's Day
11/25-26/2021	Thanksgiving Break
12/20-1/7/2021	Winter Break
1/1/2022	New Year's Day
1/17/2022	Martin Luther King Jr. Day
2/21/2022	Presidents Day
4/4-8/2022	Spring Break
5/30/2022	Memorial Day
6/20/2022	Juneteenth Observed

**Other:**

8/9/2021	First Day of School
6/14/2022	Last Day of School
3/11/2022	Success Conference

KS	Q1: 8/9/21-10/8/2021	Q2: 10/11/2021-12/17/2021	Q3: 1/8/2022-4/1/2022	Q4: 4/11/2022-6/14/2022
HS	Q1: 8/9/21-10/8/2021	Q2: 10/11/2021-1/21/2022	Q3: 1/24/2022-4/1/2022	Q4: 4/11/2022-6/14/2022

# Cover Sheet

## Updates to CBA and Employee Handbook

**Section:** V. Updates to Collective Bargaining Agreement and Employee Handbook

**Item:** A. Updates to CBA and Employee Handbook

**Purpose:** Vote

**Submitted by:**

**Related Material:**

2021-2022 CNCA Handbook Edit Summary.pdf

2021-2022 CNCA-CNTA CBA Edit Summary.pdf

Final MOU- 2021-2022- One Time Stipend 7.21.21.pdf

Final-CNCA-CNTA Final Agreement 2021-2024- No Track Changes.pdf

2021-2022 CNCA Employee Handbook -No Track Changes.pdf

Final-CNCA-CNTA Final Agreement 2021-2024- With Track Changes.pdf



Camino  
Nuevo  
Charter  
Academy

# CAMINO NUEVO CHARTER ACADEMY

## Employee Handbook



### **Excellence**

*We take responsibility for our students and staff achieving consistently outstanding results*



### **Equity**

*We recognize and value the individuality and experiences of all students and respond to their unique academic, emotional, psychological, and social needs.*



### **Community**

*We are rooted in our community's richness and in the cultural and environmental context where our students and families live*



### **Innovation**

*We continuously learn, are curious, and implement new ideas, perspectives, and evidence-based methods in our work*



### **Joy**

*We build and maintain positive relationships that foster happiness and fulfillment among students staff and families.*

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## MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

Dear Camino Nuevo Team Members,

Thank you for choosing to be a part of our team.

Working here means being part of a close-knit community of leaders, teachers, and support staff members who are striving to deliver a life-changing education for kids. It also means that you are committed to your own growth and that of your colleagues.

At Camino Nuevo Charter Academy, we aim to maintain an excellent standard of care and service for our students and families by creating an environment where every member supports and invests in each other.

Thank you for creating an environment that is safe and welcoming for everyone and for taking responsibility to ensure that our students succeed. I look forward to seeing you grow in your role and to the many meaningful ways that you will contribute to our mission and goals.

Welcome aboard!

**Adriana Abich**

Chief Executive Officer

Camino Nuevo Charter Academy

## **I. CNCA MISSION STATEMENT AND ANCHOR VALUES**

The Mission of Camino Nuevo Charter Academy (CNCA) is to educate students in a college preparatory program to be literate, critical thinkers and independent problem solvers who are agents of social justice with sensitivity toward the world around them.

Anchor Values:

- Excellence: We take responsibility for our students and staff achieving consistently outstanding results.
- Equity: We recognize and value the individuality and experience of all students and respond to their unique academic, emotional, psychological, and social needs.
- Community: We are rooted in our community's richness and in the cultural and environmental context where our students and families live.
- Innovation: We continuously learn, are curious, and implement new ideas, perspectives, and evidence-based methods in our work.
- Joy: We build and maintain positive relationships that foster happiness and fulfillment among students, staff and families.

## **II. CNCA HISTORY**

Camino Nuevo Charter Academy is an independent network of charter schools that were founded in August 2000 by Pueblo Nuevo Development, a nonprofit community development corporation in the MacArthur Park neighborhood, west of downtown Los Angeles. The MacArthur Park neighborhood is one of the poorest and most densely populated neighborhoods in Los Angeles. In 1992, Philip Lance, an Episcopal Minister, began working with residents of the community to find ways to address the severe economic and social problems in the area. Over the past 10 years, several organizations and businesses have grown out of this effort, including a thrift store, a worker-owned janitorial company, a non-profit community development corporation, a free health clinic, charter schools and a preschool. Together, these organizations are providing children with outstanding and enriched educational opportunities as well as revitalizing this urban neighborhood and making it a safe and healthy place to live.

Charter schools are public schools funded by the State of California. They are chartered by local school districts, designing their own instructional program and making their own decisions regarding all operating matters.

Over the last fourteen years, CNCA has expanded to include one pre-k, four k-8 campuses, and one high school campuses. To date, CNCA serves approximately 3,100 students in the Greater McArthur and Echo Park communities of Los Angeles.

### III. DESCRIPTION OF HANDBOOK

Camino Nuevo Charter Academy has prepared this handbook to provide employees with an overview of the organization's policies, benefits, and procedures. It is intended to familiarize employees with important information about the organization, as well as information regarding their own rights and responsibilities. It is important that all employees regularly read, understand, and follow the provisions of the handbook as it may be amended from time to time by CNCA. This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your principal or the Human Resources Department will be happy to answer any questions you may have.

Please note that written employment contracts between Camino Nuevo Charter Academy and some employees may supersede some provisions of this handbook. Any conflicting provisions of the CNCA/CNTA Collective Bargaining Agreement supersede these policies.

We expect each employee to read this handbook carefully, as it is a valuable reference for understanding your terms of employment with CNCA.

#### The Following Provisions Apply To All CNCA Employees Who Are Not Members Of The Certificated Bargaining Unit.

Except for the policy of at-will employment, which can only be changed by the CEO in writing, CNCA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. All such revisions, deletions, or additions must be in writing and must be signed by the CEO of CNCA. No oral statements or representations can in any way alter the provisions of this handbook.

None of CNCA's personnel documents and benefit plans, including this employee handbook, constitutes, or is intended to constitute, an expressed or implied contract guaranteeing continued employment for any employee. No supervisor has any authority to enter into a contract of employment--expressed or implied--which changes or alters the at-will employment relationship. Only the CEO has the authority to enter into an employment agreement that alters the at-will employment relationship, which is binding only if it is in writing. All contracts will be reviewed on an annual basis by the Principal/Supervisor and the CEO.

#### All CNCA Employees

This employee handbook is the property of CNCA. All rights are reserved. No part of this employee handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the CEO.

Not all CNCA policies and procedures are set forth in this employee handbook. We have summarized only some of the more important ones. If you have any questions or concerns about the policies in this handbook or any other policy or procedure, please direct them to your Principal, or the Human Resources Department.

#### **IV. FOREIGN LANGUAGES**

Camino Nuevo Charter Academy wants all employees to understand and comply with the policies in this handbook. If you have a problem understanding the handbook because of an inability to read or understand English, please let your supervisor or the Human Resources Department know. We can provide you with assistance to understand the information included in this document. If you fail to request assistance, we will assume that you fully understand the handbook.

Camino Nuevo quiere que todos sus empleados entiendan y cumplan con las pólizas de este manual. Si usted tiene dificultad entendiendo este manual ya sea por su inhabilidad de leer o entender el idioma inglés, por favor infórmele a su supervisor o al Departamento de Recursos Humanos. Nosotros le podemos ayudar a entender la información en este documento. Si usted falla en pedir ayuda, nosotros asumiremos que usted entiende en su totalidad el contenido de este manual.

#### **V. EMPLOYMENT RELATIONSHIP**

##### **A. EMPLOYMENT RELATIONSHIP**

Camino Nuevo Charter Academy anticipates that every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. The employment relationship between CNCA and teachers in the bargaining unit is governed by the terms of individual teacher contracts and the CNCA/CNTA Collective Bargaining Agreement.

##### All CNCA Employees Who Are Not Members of the Certificated Bargaining Unit

The employment relationship is terminable at-will, at the option of any employee or the employer. Unless you are employed under a written employment contract, employment at CNCA can be terminated at any time, with or without cause or notice. Moreover, no one in the organization, other than the CEO, has the authority or legal ability to modify the at-will nature of the employment relationship. Employment of any set duration can only be made by a written employment agreement signed by the Principal, the CEO and you. Any individual employment contract will generally be made on a school year basis, with review and consideration for renewal at the end of that school year. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and CNCA, related to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at-will, other terms and conditions of employment with CNCA may be modified at the sole discretion of CNCA with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the type of terms and conditions of employment that are within the sole discretion of CNCA include, but are not limited to: promotion; demotion; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; or any other terms and conditions that CNCA may determine to be necessary for the safe, efficient, and economic operation of the school.

## **B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

Camino Nuevo Charter Academy is an equal employment opportunity employer and makes employment decisions on the basis of merit. CNCA policy prohibits unlawful discrimination or harassment based on a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other characteristic contained in the definition of hate crimes in section 422.55 of the penal code, as well as any other category protected by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. CNCA employees are prohibited from engaging in such conduct.

Prohibited discrimination consists of adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges or employment based on any of the prohibited categories of discrimination listed above.

Prohibited discrimination based on the religious creed of an employee or job applicant includes any unlawful discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement.

Prohibited discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions.

Harassment consists of unwelcomed verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance,

or creates an intimidating, hostile or offensive work environment.

CNCA is committed to complying with all applicable laws providing equal employment opportunities and prohibits unlawful discrimination by an employee of CNCA, including supervisors and coworkers. Employees are required to report every instance of unlawful discrimination to their supervisor or the principal. Retaliation for filing a complaint on participating in the complaint process is prohibited. Any supervisor or employee who retaliates against the complainant or those involved in the investigation will be disciplined, up to and including dismissal. Employees who have engaged in prohibited discrimination will be subject to appropriate disciplinary action, up to and including dismissal.

CNCA will attempt to reasonably accommodate any qualified individual with a known physical or mental disability, unless doing so would create an undue hardship on the school. As part of its commitment to make reasonable accommodations, CNCA participates in a timely, good faith, interactive process with disabled applicants or employees. Applicants and employees are invited to identify any functional limitations and participate in an interactive process to assist them in performing the essential functions of the position. The purpose of this process is to first identify the applicant's or employee's functional limitations, and then to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Applicants and employees requesting a reasonable accommodation should contact the Human Resources Department as soon as possible to request the opportunity to participate in a timely interactive process.

Complaint of unlawful discrimination should be submitted in writing to the Principal or Human Resources Department. Complaints should be specific and include the names of the individuals involved and the names of any witnesses. CNCA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If CNCA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. CNCA will not retaliate against employees for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

## **VI. COMMENCING EMPLOYMENT**

### **A. BACKGROUND CHECKS**

Camino Nuevo Charter Academy recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, who do not present a risk of harm to students, coworkers or others. CNCA will perform applicant background checks and employee investigations as required by

Education Code section 47605 [b][F], which states that “each employee of the school will furnish the school with a criminal record summary”.

As required by California and federal law, all employees and volunteers must have Live Scan fingerprint clearance on file with CNCA **PRIOR** to first day of work. Live Scan fingerprint clearance will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve the handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any information obtained by CNCA may be taken into consideration in evaluating your suitability for employment, promotion, reassignment, or retention as an employee.

For additional information on fingerprinting please contact the Human Resources Department.

## **B. TUBERCULOSIS TESTING**

Camino Nuevo Charter Academy requires that all employees and volunteers be tested for tuberculosis in accordance with Educational Code 49406 [a][h] which states in part that no person shall “be initially employed by a school district or employed under contract in a certificated or classified position unless the person has submitted to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he or she is free of infectious tuberculosis, by a physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code...” A person previously employed by another school or school district shall be deemed to meet the requirements if that person produces a certificate which shows that he or she was examined within the past four years and was found to be free of infectious tuberculosis.

All employees shall be required to submit to a tuberculosis risk assessment at least every four years, unless they have previously tested positive and have an X-ray result on file with the school. All volunteers will be required to submit to a Tuberculosis risk assessment every two years, unless they have previously tested positive in which case they will be required to submit to a test every four years.

## **C. VERIFICATION OF STATUS**

The employer is required by existing federal laws to verify the identity and legal eligibility of all individuals to work before they can be hired. In keeping with this obligation, documentation that shows each person’s identity and legal authority to work must be verified. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification must be completed no more than three business days after an offer of employment is made but prior to the first day of work. All offers of employment and continued employment for a position in



the United States are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

#### **D. EMPLOYMENT STATUS**

(Applies to employees who are not members of the Certificated Bargaining Unit)

Employees at Camino Nuevo Charter Academy are classified as full-time nonexempt, part-time nonexempt, temporary, exempt, or substitute.

##### **1. Full-Time Employees**

Full-time employees are defined as those employees who are scheduled for and do work 36 hours or more consistently per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Following the completion of the 90-day introductory period, regular full-time employees are eligible for applicable employee benefits. All full-time employees will become eligible for medical benefits the first of the month following one month of employment. Full-time employees may work only during the academic year or during the calendar year.

##### **2. Part-Time Employees**

Part-time employees are defined as those employees who are scheduled to and do work fewer than 36 hours per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees may work only during the academic year or during the calendar year. Part-time employees working 30 or more hours per week will become eligible for medical benefits the first of the month following one month of employment.

##### **3. Temporary Employees**

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of 180 days or fewer. Temporary employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or non-exempt, depending on the basis of job duties and compensation. Temporary employees working 30 or more days will be provided 48 hours of paid sick leave per year.

Camino Nuevo Charter Academy may offer benefits to full-time temporary employees who accept an interim assignment that is a minimum of three (3) months. All full-time temporary employees will become eligible for medical benefits the first of the month following one month of employment.

##### **4. Exempt Employees**

Exempt employees are those whose job assignments meet the federal requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not

eligible for overtime pay. Generally, certificated, confidential, administrative, computer, and professional employees are considered exempt. Your supervisor will inform you if your status is exempt. Exempt employees may work only during the academic year or during the calendar year.

Those employees working less than 100% of a full-time schedule will receive all applicable benefits at a pro-rated amount proportionate to their primary work schedule. Exempt employees will become eligible for medical benefits the first of the month following one month of employment.

## **5. Substitute Employees**

Substitute employees are considered “on call” and therefore positions do not exist for substitute employees. Persons employed to work “on call” for a standard work day or a short period of time as a replacement for an employee’s absence or on an approved short-term or long-term leave will be classified as a substitute employee. Substitute employees are not eligible for benefits, except as required by applicable law. Substitute employees working 30 or more days will be provided 48 hours of paid sick leave per year. Substitute employees may only work during the academic year or during the calendar year.

### **E. INTRODUCTORY PERIOD**

(Applies to employees who are not members of the Certificated Bargaining Unit)

The introductory period for all employees, classified or certificated, is the first thirty (30) days of continuous employment at Camino Nuevo Charter Academy. During this time, you will learn your job duties and responsibilities, get acquainted with your colleagues, and determine whether your position is a match. During this time, your supervisor will closely monitor your performance.

Upon completion of the introductory period, CNCA will review your performance and determine whether your performance is satisfactory enough to continue your employment. At this time, if appropriate, you will be advised of any performance improvements expected from you in moving forward. At that time, you may express suggestions to improve CNCA’s efficiency and operations. Completion of the introductory period does not entitle you to remain employed by CNCA for a definite period of time, but rather allows both you and CNCA to evaluate whether or not you are a right fit for the position.

During the introductory period, the employee may receive professional development and peer mentoring, where appropriate. An employee on an introductory status will receive feedback from the Principal or supervisor regarding their progress no later than 120 days from the first day of work. Notwithstanding this introductory period, CNCA may terminate an employee prior to the end of the 120-day period, consistent with any contractual rights.

After completion of the introductory period, eligible employees will receive current, applicable CNCA benefits. Medical benefits, however, will become effective the first of the month following one month of employment.

## **VII. PAYROLL**

### **A. WORKING HOURS & SCHEDULE**

Camino Nuevo Charter Academy hours of school operation are 7:00 a.m. to 6:00 p.m. Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Classified and all other staff members will be assigned a work schedule during the hours of school operation. Please note, schedules may vary depending on whether you work during the academic year or a full calendar year. Your supervisor will assign your individual work schedule. In order to accommodate the needs of our organization, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, prepared to assume their responsibilities.

If you need to modify your schedule, you must request the change with your supervisor or principal in a timely manner. All schedule changes or modifications must be approved by your supervisor or Principal. It is not acceptable to modify your work schedule without prior approval. For example, if you arrive 15 minutes late to work and continue working 15 minutes beyond your scheduled time to make up the tardy without obtaining approval from your supervisor first or vice versa, you are violating this policy. Such unapproved changes in schedules will be subject to disciplinary action up to and including termination of employment.

CNCA provides non-exempt employees with 10-minute paid rest breaks as required by California law. Non-exempt employees receive one rest break for each four-hour work period or a "major fraction" of a work period (i.e. greater than two hours). However, any non-exempt employee who works less than 3½ hours in a day is not eligible to take a rest break. The number of breaks received is as follows:

- Non-exempt employees who work between 3½ and 6 hours are entitled to one rest break.
- Non-exempt employees who work more than 6 and up to 10 hours are entitled to two rest breaks.
- Non-exempt employees who work more than 10 and up to 12 hours are entitled to three rest breaks.

A rest break is paid time when you are relieved of all work duties and responsibilities, although you must remain on the facility premises. Rest breaks may not be combined, added to a meal period, or taken at the very beginning or very end of the day, unless you receive advance permission from your supervisor. Insofar as practicable, rest breaks should be in the middle of each work period.

CNCA also requires its employees in non-exempt positions to take a mandatory unpaid, uninterrupted meal break in accordance with California law. A meal break is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. All employees may leave the premises during meal breaks, if they choose to do so.

If non-exempt employees work more than five hours (5:01), they will be scheduled for one unpaid meal break, to begin after working no more than 5 hours (5:00). However, if the time worked is between five hours and six hours, the meal period can be waived by written mutual consent between the employee and their supervisor. The Meal Waiver form may be requested from the School Operations Manager or Human Resources. Non-exempt employees working more than 10 hours (10:01) will be scheduled for a second meal break to begin after working no more than 10 hours (10:00) of work.

Employees are expected to be punctual and adhere to their assigned work schedule. If an employee is unable to take their meal break or take it in a timely manner, the employee must notify their supervisor before or at the time the employee is unable to take the meal break. Failure to follow this notification requirement may lead to discipline at CNCA's discretion.

Supervisor's will schedule meal and rest periods in compliance with California law.

Certificated teachers are provided with at least a 30-minute lunch break as outlined in the collective bargaining agreement.

Violation of this policy is subject to disciplinary action up to and including termination of employment.

At times, emergencies such as power failures, road closings, earthquakes, fires, severe weather, pandemics, social unrest, or local & state official orders may interfere with CNCA's operations. In such an event, CNCA may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

## **B. CALL BACK TIME**

An off- duty classified employee who is directed by CNCA to report to work outside of his/her assigned hours shall be paid for such additional hours the greater of: his/her regular pay for two hours OR pay for the amount of time required for the employee to travel to the workplace, complete the task, and return home. Call back pay shall not apply to temporary additional duties assigned immediately preceding or following the regular work day

If the required additional duty, when combined with the employee's regular CNCA responsibilities, exceeds 8 hours per day or 40 hours per week, overtime pay shall apply to the excess over 8 hours or 40 hours.

### **C. TIMEKEEPING PROCEDURES**

Hourly and daily employees who are not members of the certificated bargaining unit are required to record their time using the electronic time clock system. In the event that the time clock system is unavailable, employees are required to manually record their time using a time sheet. Employees are expected to punch in when they report to work at the beginning of every shift and punch out promptly at the end of their shift, unless overtime work has been pre-approved by your supervisor in advance. The beginning and end of each meal period must also be recorded. Altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

All hourly and daily employees are expected to record any planned absences into Paychex Flex at least three (3) days prior to the absence. Full day absences should be recorded as a full day (i.e. a 5 hour workday a employee would record 5-hours, 4 hour workday a employee would record 4-hours, etc.). Partial day absences would be recorded as a partial day (i.e. if you work 3 hours of a 5-hour shift, you would record a 2-hour absence.)

Exempt employees are required to record their attendance through Paychex Flex by reporting absences from work for reasons such as leaves of absence, sick leave, or personal business as soon as possible. When an absence is planned, such as for a scheduled medical appointment, employees are required to enter their absence(s) into Paychex Flex for approval by their supervisor at least three (3) days prior to the appointment. Full-time exempt employees should record full-day absence(s) as eight (8)-hours per day and partial day absence(s) in prorated hours. Teachers should record full day absence(s) as seven (7) hours per day and partial day absence(s) in prorated hours.

It is each employee's responsibility to review the hours in Paychex Flex and on their paystub to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your supervisor, who will attempt to immediately correct legitimate errors.

### **D. OVERTIME**

(Applies to employees who are not members of the Certificated Bargaining Unit)

When school needs cannot be met during regular working hours, you may be required to work overtime. All overtime work must be authorized in advance by your supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination. Non-exempt employees will be paid time and one-half compensation for all hours worked in excess of eight hours in a workday or over 40 hours in one workweek. Non-exempt employees will be paid double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours

worked in excess of eight on the seventh consecutive day of work in a workweek. Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

#### **E. PAYMENT OF WAGES**

Paydays are scheduled on the 15<sup>th</sup> and last day of the month for all employees. If a regular payday falls on a weekend or holiday, employees will be paid on the working day prior to the weekend or holiday.

If there is an error in your check, please report it immediately to your supervisor or the Human Resources Department. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization by the employee, whose name appears on the check, has been given.

Paystubs are available electronically and are available online at [myapps.paychex.com](https://myapps.paychex.com). For instructions on how to access Paychex Flex please contact your School Operations Manager or email [CNCAHumanResources@CaminoNuevo.org](mailto:CNCAHumanResources@CaminoNuevo.org).

#### **F. SALARY PAY POLICY**

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any work week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced. Please contact your supervisor or the Vice President of Human Resources for more information.

#### **G. GIFT GIVING POLICY**

The purpose of the Gift Acceptance Policy is to delineate policies and guidelines governing the acceptance of gifts by Camino Nuevo Charter Academy and to provide guidance to prospective donors when making gifts to the organization.

Although we appreciate any donor who is interested in donating a gift to our organization, Camino Nuevo Charter Academy will not engage in any of the following gift receiving practices:

- Accepting gifts that violate federal or municipal laws
- Accepting gifts that require Camino Nuevo Charter Academy to provide special consideration or treatment to any vendor, donor, entity etc.
- Accepting gifts that require Camino Nuevo Charter Academy to deviate from its normal hiring, promotion or contracting procedures
- Accepting gifts in any cash amount without first being approved by the Chief Executive Officer

- Accepting contributions in the form of property, patents, licenses, trusts, bequests, retirement plans, life insurance and securities
- Accepting gifts from organizations whose core activities may be in direct conflict with the mission of Camino Nuevo Charter Academy or which may limit our ability to provide our services

When appropriate, the Chief Executive Officer will consult with the Board of Directors regarding gifts prior to acceptance. With that said, Camino Nuevo Charter Academy respectfully reserves the right to refuse any gift it believes is not in the best interest of the organization. Additionally, Camino Nuevo Charter Academy employees may not accept any gifts on Camino Nuevo Charter Academy's behalf without the prior consent of the Chief Executive Officer. Under no circumstances shall a Camino Nuevo Charter Academy employee accept monetary gifts consisting of but not limited to gift certificates, coupons, entertainment tickets etc. from prospective vendors. The only gifts acceptable to receive without the prior consent of the Chief Executive Officer are those marginal, peripheral gifts including small food baskets or edible treats (i.e. fruit baskets, candies, pastries, etc.).

## **VIII. PERSONNEL**

### **A. PERSONNEL RECORDS**

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a CNCA representative at a mutually convenient time. Copies of documents in your file may be made upon payment of a copy charge. You may attach your comments to any disputed item in the file. CNCA will restrict disclosure of your personnel file to authorized individuals within CNCA. Any request for information contained in the personnel files must be directed to the Vice President of Human Resources. Only the Principal, the CEO or the Vice President of Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited as provided by law.

CNCA is required by law to keep current all employees' names and addresses. Employees are responsible for notifying CNCA in the event of a name or address change.

### **B. EMPLOYEE REFERENCES**

It is the policy of CNCA not to provide any job references for current or former employees. All employment verification requests must be directed to the Principal or the Human Resources Department. No other employee is authorized to release information for current or former employees. An employee who receives a request for any information concerning a past or present employee or a volunteer should refer the person making the request to the Human Resources Department without engaging in any "on" or "off the record" conversation about the individual. By policy, CNCA discloses only the dates of employment, and the title of the last position held by former employees. If the employee

authorizes the disclosure in writing, CNCA will also inform prospective employers of the amount of salary or wage last earned.

*Strict observance of this policy is required.* Any violation of this policy may result in disciplinary action up to and including possible termination.

### **C. CONFLICT OF INTEREST**

CNCA is committed to the integrity of professional relationships among employees and students. Professional integrity promotes an environment where the CNCA Anchors of excellence, equity, community, innovation, and joy can thrive. Principles of fairness and objectivity must be honored.

It is not possible to specify all situations in which there may be a conflict of interest or appearance of unfair treatment. Examples of potential conflicts of interest may include:

**Staff-student:** Staff members are allowed to enroll their children/family members at any of our schools. In the event that a student matter arises, the staff member must recuse themselves from a student matter because of their personal connection to a student. A conflict of interest may be present preventing CNCA from performing its due diligence to resolve the student matter fairly.

#### **Staff-staff:**

1. Staff members may enroll their children/family members at any CNCA school, however staff members may not request that CNCA staff or colleagues perform special services for a relative student who attends any of our CNCA schools. A conflict of interest may be present by jeopardizing the staff member's credentials and creating a situation or perception of unfairness.
2. Relatives of employees may be eligible for employment with CNCA only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. CNCA defines "relatives" as spouses, children, siblings, parents, in-laws, cousins and step relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving a conflict of interest.

### **D. EMPLOYMENT OF RELATIVES**

Relatives of employees may be eligible for employment with CNCA only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. CNCA defines "relatives" as spouses, children, siblings, parents, in-laws, cousins and step relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in a direct



supervisory relationship with one another or in job positions involving a conflict of interest.

## **E. UNLAWFUL HARASSMENT**

CNCA policy prohibits unlawful discrimination or harassment based on a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other characteristic contained in the definition of hate crimes in Section 422.55 of the Penal Code, as well as any other category protected by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. CNCA employees are prohibited from engaging in such conduct.

CNCA is committed to providing a work environment free of unlawful harassment. *All such harassment is unlawful* and will not be tolerated. CNCA's anti-harassment policy applies to all persons involved in the operation of CNCA and prohibits unlawful harassment by any employee of CNCA, including supervisors and coworkers. It also prohibits unlawful harassment based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. Prohibited unlawful harassment includes, but is not limited to, the following behaviors:

### **1. Sexual Harassment**

#### **A. Definition**

State and federal laws define sexual harassment as unwanted sexual advances, unwanted requests for sexual favors, or unwanted visual, verbal, or physical conduct of a sexual nature made against another person of the same or opposite gender, in the work or educational setting, when:

- (1) Submission to the conduct is made expressly or implicitly as a term or condition of the individual's employment;
- (2) Submission to or rejection of the conduct by the individual is used as basis for employment decisions affecting the employee;
- (3) The conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment; or adversely affecting the individual's evaluation, advancement, assigned duties, or any other condition of employment or career development;

- (4) Submission or rejection of the conduct by the other individual is used as the basis for any decision affecting the employee regarding benefits, services, honors, programs or activities available at or through CNCA.

Other examples of sexual harassment, whether committed by a supervisor, an employee, or a non-employee, in the work or educational setting, include but are not limited to:

1. Unwelcomed verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcomed sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions or the spreading of sexual rumors.
2. Unwelcomed visual conduct such as drawings, pictures, graffiti, gestures or sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcomed physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over or impeding normal movements

Prohibited sexual harassment includes any act of retaliation against an individual who reports a violation of the CNCA's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

## **B. General Provisions**

1. **Sexual Harassment of and/or by Employees**  
It is the policy of CNCA that all employees, as well as job applicants, must be provided a workplace environment free from unsolicited and unwelcomed sexual overtures or demands, and from other offensive conduct of a sexual nature. Further, it is the policy of CNCA that members of the community should be able to access CNCA facilities and services without fear of such conduct.
2. **Sexual or Inappropriate Conduct by Employees Towards Students**  
It is the policy of CNCA that employees shall not engage in sexual or inappropriate conduct toward students, including those who are adults by age. "Sexual or inappropriate conduct" includes, but is not limited to, boundary invasion, dating, inappropriate sexual comments or innuendos, inappropriate physical contact and display or circulation of inappropriate

visual or audio material. In the employee-student context, all such employee conduct is prohibited even if student initiated or consensual. Such conduct may also violate various federal and state statutes, and may require reporting to local child protective agencies under applicable child abuse statutes. For further examples and guidance, please refer to the CNCA Staff/Student Interaction policy in the CNCA Employee Handbook.

CNCA prohibits sexual harassment of CNCA employees and job applicants. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment of a student, harassment by a supervisor, or harassment by nonemployees. It also extends to harassment of or by job applicants, vendors, interns, independent contractors, and others doing business with CNCA. CNCA also prohibits retaliatory behavior or action against CNCA employees or other persons, who complain, testify or otherwise participate in the complaint process.

CNCA shall take all actions necessary to ensure the prevention investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation.
2. Publicizing and disseminating CNCA's sexual harassment policy to staff.
3. Ensuring prompt, thorough, and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and alleged harasser and subsequent monitoring of developments.

### C. Employee's Responsibility

If any employee becomes aware of any sexual harassment of another employee or a job applicant, or sexual or inappropriate conduct by an employee towards students, this information must be communicated, without fear of retaliation, immediately to the Principal or supervisor or, if the employee prefers, the Human Resources Department. If the situation warrants, the employee must make a suspected child abuse report as required by law.

Any CNCA employee or job applicant who feels that they have been sexually harassed shall immediately report the incident to the Principal, supervisor or the Human Resources Department. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

Any CNCA employee who engages in sexual harassment, or who aides, abets, incites, compels or coerces another to commit sexual harassment against a CNCA employee, job applicant, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

## **2. Other Types of Unlawful Harassment**

Camino Nuevo Charter Academy also prohibits harassment on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes in Section 422.55 of the Penal Code, or any other protected basis, includes behavior similar to sexual harassment, such as:

Verbal conduct such as threats, epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

Visual conduct such as derogatory and/or sexually-oriented posters, photographs, cartoons, drawings, or gestures;

Physical conduct such as assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;

Threats and demands to submit to sexual request as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

Retaliation for reporting harassment or threatening to report harassment.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your Principal or the Human Resources Department. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. CNCA will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If CNCA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. CNCA will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

All CNCA employees must report any incidents of harassment forbidden by this policy immediately so that complaints can be resolved quickly and fairly.

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### **3. Camino Nuevo's Complaint Procedure**

Camino Nuevo Charter Academy's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment and appropriate disciplinary action against one found to have engaged in prohibited harassment.

An employee who believes they have been unlawfully harassed or discriminated against on the job, or who is aware of the unlawful harassment of others, shall immediately notify a supervisor with CNCA, the Principal or the Human Resources Department as soon as possible. The complaint must be as detailed as possible, including the names of individuals involved, the times and places of relevant events, the names of any witnesses, direct quotations of relevant language, and any documentary evidence (notes, pictures, cartoons, et cetera).

Retaliation against any employee by another employee or by CNCA for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency is prohibited. CNCA will not knowingly permit retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

Incidents of prohibited harassment that are reported will be promptly investigated. CNCA will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser(s).

If CNCA determines that prohibited harassment has occurred, CNCA will take effective remedial action commensurate with the circumstances and to deter future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

### **4. Liability for Harassment**

Any employee of CNCA who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including dismissal. Any employee who engages in prohibited harassment may be held personally liable for monetary damages. Any manager who knew about unlawful harassment and took no action to stop it or failed to report the harassment to the Principal is subject to discipline up to and including dismissal.

### **5. Additional Enforcement Information**

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with these agencies.

For more information, contact the Human Resources Department. You may also contact the nearest office of the EEOC or the DFEH, as listed in the telephone directory.

## **F. STANDARDS OF CONDUCT**

In order to assure orderly operations and provide the best possible work environment, Camino Nuevo Charter Academy expects employees to follow rules of conduct that will protect the interests and safety of personnel. Employees must perform their job duties in a proficient and professional manner.

Conduct rules for bargaining unit members are contained in the CNTA Agreement Article 16.

As to all other employees, the following conduct is prohibited and will not be tolerated by CNCA. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, other types of conduct that threaten security, personal safety, employee welfare, and the school's operation may also be prohibited. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, or termination of employment.

1. Unexcused and/or repeated tardiness and absenteeism;
2. Falsification of employment records, employment information, or other records;
3. Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of any time card, whether your own or another employee's;
4. Theft or the deliberate or careless damage or destruction of any company property, of any CNCA property, or the property of any employee or students;
5. Removing or borrowing CNCA property without prior authorization;
6. Unauthorized use of CNCA equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on school property;
8. Participating in horseplay or practical jokes on school time or on school premises at any time;
9. Engaging in criminal conduct whether or not related to job performance;
10. Causing, creating, or participating in a disruption of any kind during hours on school property;

11. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward any supervisor or member of management.
12. Using abusive language at any time on school premises;
13. Failure to effectively perform job duties;
14. Failing to notify a supervisor when unable to report to work;
15. Failing to obtain permission to leave work for any reason during normal working hours;
16. Failing to observe working schedules, including rest and lunch periods;
17. Failing to provide a physician's certificate when requested or required to do so;
18. Unsatisfactory work performance and/or work attitude;
19. Engaging in rude or discourteous conduct towards others;
20. Failure to abide by set standards for lunch and break periods, and working unauthorized overtime;
21. Sleeping or malingering;
22. Disclosing of confidential information;
23. Making or accepting non-emergency personal calls or text messaging during instructional time, or when it would interfere with the performance of their job duties;
24. Working overtime without authorization or refusing to work assigned overtime;
25. Wearing, displaying, unprofessional, or inappropriate styles of dress or hair while working;
26. Violating any safety, health, security, or school policy, rule, or procedure;
27. Dishonesty, committing a fraudulent act or breach of trust under any circumstances;
28. Committing or involvement in any act of unlawful harassment of another individual;

29. Possessing, distributing, selling, transferring, or using--or being under the influence of--alcohol or illegal drugs while on duty, while on company property, in the presence of children, or while operating a company owned or leased vehicle;
30. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by CNCA;
31. Unprofessional conduct.

## **G. STAFF/STUDENT INTERACTION POLICY**

### **EMPLOYEE/STUDENT INTERACTION**

Under California law it is a crime for an adult to have any sexual relationship with a minor. In addition, California law requires "mandated reporters" to report to Child Protective Services or to law enforcement any suspected sexual assault or sexual exploitation of a minor. This includes any known sexual relationship between an adult and a minor. Therefore, any CNCA employee who reasonably suspects that an adult is having a sexual relationship with a student must report the suspicion to Child Protective Services or law enforcement immediately. Immediate reporting is crucial for the protection of the student(s) and the community as a whole.

#### **Purpose**

It is the policy of the Camino Nuevo Charter Academy (CNCA) that all school employees conduct themselves in a manner that reflects the standards consistent with the law and the policies of CNCA at all times. The purpose of this policy is to ensure all CNCA employees understand and demonstrate proper judgment observing the prohibitions in behavior which must govern their conduct; and recognize the responsibility to respond appropriately to unacceptable behavior of students and/or co-workers. Further, this policy will specify boundaries related to potentially sexual situations and conduct which is contrary to accepted behavior and in conflict with the duties and responsibilities of CNCA employees. In addition, this policy will alert all CNCA employees about sensitive problematic matters involved in employee/student relationships, provide guidance for employees in conducting themselves in a manner that reflects high standards of professionalism; and to give notice that potential improper action may have significant consequences. It is the intent and purpose of this policy to establish guidelines which should be followed by all CNCA employees when interacting with all students.

1. School instruction, counseling and other administrative tasks relating to students, which require the presence of students, should be accomplished on school premises within the normal school day.
2. Whenever it becomes necessary for a CNCA employee to meet with a student outside of the normal school day, or to conduct instruction or participate in school-related

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extracurricular activities outside of the school premises, such activities must be accompanied by the advance written approval of the School Principal and the parent/guardian of the student(s).

3. CNCA employees should only be alone with a single student as authorized by their site administrator, if it is educationally necessary, or is a requirement of that employee's position.

4. In the event a school activity requires traveling and the CNCA employee is called upon to drive or otherwise provide transportation, the activity and transportation must be approved in writing by the Site Principal and the parent/guardian prior to the required travel.

5. CNCA employees may only travel alone with a single student after acquiring written permission from the principal and the parent/guardian.

6. Any written, verbal, or electronic communications with students shall be confined to instructional assignments and requirements only, and shall comply with applicable CNCA standards of conduct.

### **Examples of Inappropriate Behavior**

The focus of these examples is to establish general knowledge among all CNCA employees showing that trespassing beyond the boundaries of an employee/student relationship is deemed an abuse of power and a betrayal of public trust. While some situations may seem innocent, they can be perceived as flirtation or sexual insinuation from a student's or from a parent/guardian's point of view.

This policy prohibits any type of sexual relationship, sexual contact, or sexually-nuanced communication or behavior between a CNCA employee and student without regard to the student's age. This includes internet chat rooms, Facebook, Instagram or similar social media sites, cell phones, and all other forms of electronic or other types of communication. This prohibition applies to students of the same or opposite gender of the CNCA employee. It also applies regardless of whether the student or the CNCA employee initiated the sexual behavior, and whether or not the student welcomes the sexual behavior and/or reciprocates the attention.

The purpose of the following examples of inappropriate behavior is not to restrain positive employee/student relationships but to prevent relationships that could lead to, or may be perceived as inappropriate conduct, including sexual misconduct.

Not all examples of inappropriate situations can be addressed in this policy.

## **Unacceptable Behavior**

1. Making, or participating in, sexually inappropriate comments, including double-entendre comments or sexual innuendo.
  - A. Sexual jokes, or jokes/comments with sexual double-entendre;
  - B. Kissing of any kind;
  - C. Listening to or telling stories that are sexually oriented;
  - D. Inappropriate physical contact.
  
2. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
  - A. Intentionally being alone with a student at or away from the site;
  - B. Except for extremely rare emergency situations, giving a student a ride to/from school or school activities without written approval from the Principal and the parent/guardian;
  - C. Giving gifts to an individual student that are of a personal and/or intimate nature;
  - D. Requesting photographs or notes from a student;
  - E. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator;
  - F. Being alone in a room with a student on CNCA property with the door closed unless authorized by the employee's administrator, is educationally necessary, or is a requirement of that employee's position;
  - G. Inappropriate or excessive, non-instructional attention toward a particular student;
  - H. Remarks about the looks, physical attributes or physiological development of anyone;
  - I. Allowing students in your home or attending non-school activities with the student without written approval from the Principal and parent/guardian and without another parent/guardian or other responsible adult present;

- J. Sending a student (s) email, text messages, or responses from social networking websites such as Facebook, Instagram, etc. that are not directly related and confined to instructional matters.

### **Consequences of Inappropriate Behavior**

Occurrences of sexual misconduct with a student by a CNCA employee harms the student victim, disrupts the education of other students, hinders the instructional focus of the schools, and harms the reputation of CNCA. Therefore, it is of significant importance all CNCA employees learn this policy thoroughly and behave in a manner to avoid even the appearance of misconduct.

A CNCA employee who violates this policy will be subject to appropriate disciplinary action. Therefore, a CNCA employee who engages in sexual misconduct with a student becomes at risk for loss of his/her job as well as for criminal and/or civil legal actions.

This policy will be presented to and signed by all CNCA employees as part of their initial employment and on an annual basis, as part of on-going training.

### **H. CHILD NEGLECT AND ABUSE REPORTING**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall promptly report the instance to law enforcement.

Child abuse or neglect includes physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse, neglect, the willful harming or injuring of a child, or the endangering of the person or health of the child, also unlawful corporal punishment. Child abuse or neglect does not include a mutual affray between minors. Child abuse or neglect does not include an injury caused by reasonable and necessary force used by a peace officer acting within the scope and course of his/her employment as a peace officer. School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Mandated reporters in their professional capacities, or within the scope of employment, must report whenever they have knowledge of or observe a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter must make an initial report by telephone to the agency immediately or as soon as practicably possible, and must prepare and send a written follow-up within 36 hours of receiving information concerning the incident.

In the case of suspected child abuse, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a

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reasonable person in a similar position, drawing on his or her training and experience, to suspect child abuse or neglect. Reasonable suspicion does not require certainty of the occurrence of child abuse or a specific medical indication of child abuse.

Child abuse must be reported immediately by phone to the Los Angeles Police Department (911) or the Los Angeles County Department of Child and Family Services (1-800-540-4000). The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents/guardian.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School Principal, a School Counselor, coworker or other person shall not be a substitute for making a mandated report to law enforcement.

#### **I. DRESS STANDARDS**

Employees are asked to use their good judgment with regard to their dress and appearance, and are expected to present a professional image. Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, professionalism, and student interaction. Your supervisor can explain the proper dress requirements for your position.

#### **J. COMPLAINT/GRIEVANCE PROCEDURE**

The grievance procedure for CNTA bargaining unit employees is located on page 5 of the CNCA/CNTA Collective Bargaining Agreement. All other Employees who have a complaint or wish to challenge disciplinary action taken by CNCA must use the following procedures:

(1) An employee having a grievance shall present the grievance in writing to his or her Principal within 10 calendar days of the event or condition giving rise to the grievance. Failure to file a grievance in a timely manner shall be deemed a waiver of the party's rights under this procedure. The Principal shall meet with the employee and other persons as determined by the Principal. If the grievance is not resolved within 14 calendar days of receipt, by the Principal, the grievance shall be deemed denied and the employee may proceed to Step 2.

(2) If the employee is not satisfied with the response at Step 1, he/she shall notify the CEO that a grievance has been denied or unresolved by the site principal within five (5) work days of the Principals denial. The CEO will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. If not resolved, the CEO shall provide a written response within seven (7) work days of the meeting.

(3) The employee shall notify the CNCA Board of Directors, within 10 calendar days of the CEO's denial that a grievance is pending, using the Notification of Grievance Form available in the main office of all campuses and in the HR Office.

The CNCA board or its designated subcommittee shall meet within 35 days of receipt of the Notification of Grievance Form. Both parties will be given one hour each to present all arguments and documentation, including witnesses, to the Board. Failure to appear before the Board will be deemed a waiver of all rights under the grievance procedure. Alternatively, the Board may direct this matter to be heard and settled by an external arbitrator selected by the Board. If the Board chooses to hear and resolve the matter without arbitration, the Board decision is final and no further action is available under this grievance procedure. If the matter is referred to an arbitrator, the arbitrator's decision is final.

A written decision made by the Board or Arbitrator will be rendered within ten working days of the completion of the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision will be made within ten working days of the last committee hearing, or as soon thereafter as is practical.

#### **K. CONDUCT & EMPLOYMENT OUTSIDE WORK**

In general, Camino Nuevo Charter Academy will not prohibit any employee's outside employment or off-duty activities unless such activities negatively impact CNCA. For example, CNCA prohibits any illegal or immoral conduct by an off-duty employee that affects or has the potential to affect CNCA. Also, CNCA prohibits outside employment (including self-employment) **that conflicts** with employment at CNCA, impacts the employee's work performance or schedule, and/or affects the business interests of CNCA.

#### **L. DRUG & ALCOHOL ABUSE**

Camino Nuevo Charter Academy is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the school. The use of any illegal drugs, intoxicants, or controlled substances is strictly prohibited. Illicit drug use and indiscriminate alcohol consumption put everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and protect the interests of our employees, students, and CNCA, we cannot allow anyone to use, possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or controlled substances at any time on CNCA premises, in CNCA vehicles, or while on CNCA business.

Violation of these rules and standards of conduct will not be tolerated. CNCA may bring the matter to the attention of appropriate law enforcement authorities.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off school property will not be tolerated because such conduct, even though off duty, reflects adversely on the school and violates Education Code. In addition, CNCA must keep people who possess controlled substances off school premises in order to keep the controlled substances themselves off the premises.

CNCA will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. CNCA is not obligated, however, to continue to employ any person who violates this policy against drugs and alcohol in the workplace.

### **1. Prohibited Acts**

The following rules and standards of conduct apply to all employees. The following are strictly prohibited by CNCA while at work or on CNCA business:

- a. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance while on the job or on CNCA-owned or occupied premises;
- b. Driving a vehicle on CNCA business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- c. Distributing, selling, manufacturing, or purchasing--or attempting to distribute, sell, manufacture, or purchase--an illegal drug, intoxicant, or controlled substance during working hours or while on CNCA-owned or occupied premises;
- d. Testing positive on a required or requested drug or alcohol test or screen;
- e. Violating any CNCA rule or policy regarding substance abuse.

### **M. PUNCTUALITY & ATTENDANCE**

Camino Nuevo Charter Academy expects all Employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and CNCA. If you cannot avoid being late to work or are unable to work as scheduled, you must call your supervisor as soon as possible.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized school business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must, under all but the most extenuating circumstances, call your supervisor at least one hour before the time you are scheduled to begin working for the day. If you call less than one hour before your

scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. Not reporting to work within the first 30 minutes of your scheduled shift, without previous notification, will be considered a “no show”. An employee is considered a “no show” when they fail to report to work without previously having informed and received approval from their supervisor. A “no show” is considered an unexcused absence. Every time you are absent or late, or leave early, you must provide your supervisor with an honest reason or explanation. CNCA will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable CNCA to make a determination. You must notify your supervisor of any change in your status as soon as possible.

CNCA defines excessive absenteeism or tardiness as more than two (2) days unexcused absence or tardies in a one (1) month period or consistent unexcused absences or tardies over two months. Unexcused absences include absences requested as unpaid. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Excused absence will not count against you for disciplinary purposes. An excused absence is defined as any absence supported by a doctor’s note/certification or an approved leave of absence (jury duty, FMLA, bereavement, etc.).

If you fail to report for work without any notification to your supervisor and your absence continues for a period of (3) three days, CNCA will consider that you have abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to CNCA’s operations. However, regular attendance and promptness are considered part of each employee's essential job functions.

## **N. INVESTIGATIONS OF CURRENT EMPLOYEES**

Camino Nuevo Charter Academy will exercise the right to perform background checks on all hired personnel prior to the first day of work. CNCA requires that all employees have fingerprint clearance on record with the California Dept. of Justice and Federal Bureau of Investigations. It is the employee’s responsibility to provide CNCA with proof that their fingerprints are on file before they begin work.

CNCA may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, CNCA will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with CNCA’s lawful efforts to obtain

relevant information, and may be disciplined up to and including termination of employment for failure to do so.

Employees with adverse background information (such as a criminal conviction) may be ineligible for employment with CNCA. In case of a prior conviction, the employee must discuss the history of the conviction with the Site Principal and the Vice President of Human Resources. The employee may be required to provide proof of an error in the official records or provide an official explanation of the nature of the offense.

## **O. PERFORMANCE EVALUATIONS**

### **Administrative and Classified Staff**

Performance evaluations generally are conducted semi-annually to provide both you and your supervisor with the opportunity to discuss your job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increase in salary or promotions, or even continued employment. Salary increases and promotions are solely within the discretion of CNCA and depend upon many factors in addition to your work performance. After your review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its content.

### **Certificated Staff**

For members of the bargaining unit, performance evaluations will be conducted according to the terms of the CNCA/CNTA Collective Bargaining Agreement. For all other certificated staff, evaluations will be conducted semi-annually to provide both you and your supervisor with the opportunity to discuss your job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your work performance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee promotions or continued employment. Promotions are solely within the discretion of CNCA and depend upon many factors in addition to your work performance. After your review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its content.

In addition to these more formal performance evaluations, CNCA encourages you and your supervisor to discuss your job performance on an ongoing basis.



## **P. CONFIDENTIALITY**

Information about Camino Nuevo Charter Academy, its employees, students, suppliers, and vendors is to be kept confidential and divulged only to individuals within CNCA with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by CNCA are confidential and remain the property of CNCA. Records and files are not to be disclosed to any outside party without the express permission of the Principal or Vice President of Human Resources. Confidential information includes, but is not limited to: financial records; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other information of students, vendors, and suppliers; programs, trade secrets, and any other documents or information regarding CNCA's operations, procedures, or practices. Confidential information may not be removed from CNCA premises without express authorization.

Confidential information obtained during or through employment with CNCA may not be used or disclosed by an employee, except as job-related. Employees must also maintain the confidentiality, use or disclosure of confidential information at all times even following termination of employment. CNCA reserves the right to seek all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of CNCA's confidentiality policies.

## **IX. CAMINO NUEVO FACILITIES**

### **A. POLICIES AGAINST WORKPLACE VIOLENCE**

#### **1. Statement of Policy**

Camino Nuevo Charter Academy recognizes that violence in schools is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of CNCA employees and students are paramount. Therefore, CNCA has adopted the following policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect CNCA or that occur on CNCA property or in the conduct of CNCA business off CNCA property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in CNCA operations, including, but not limited to, CNCA students, personnel, contract workers, temporary employees, and anyone else on CNCA property or conducting CNCA business off CNCA property.

Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

In addition, CNCA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits. Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor badges. Always report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our students and employees depends upon the alertness and sensitivity of every individual to potential security risks. Immediately notify your principal when known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

This policy is intended to bring CNCA into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

## **2. Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several CNCA employees. Workplace violence may involve any threats or acts of violence occurring on CNCA premises, regardless of the relationship between CNCA and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of CNCA or that may lead to an incident of violence on CNCA premises. Threats or acts of violence occurring off CNCA premises that involve employees, agents, or individuals acting as a representative of CNCA, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of CNCA property or another employees' property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation;
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects CNCA legitimate business interests.

### **3. Enforcement**

Any person who engages in a threat or violent action on CNCA property may be removed from the premises as quickly and safely as possible or as required, at CNCA's discretion. Employees may be required, at CNCA's discretion, to remain off CNCA premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgment will be made by CNCA as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is CNCA's policy to put the person who made the threat on notice that the employee will be held accountable for their actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of CNCA should be interpreted in a manner that prevents the making of these necessary decisions.

**Important Note:** CNCA will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by CNCA. In making this determination, CNCA may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at CNCA.

### **B. OPERATION OF VEHICLES**

The use of CNCA-owned or CNCA-leased vehicles and rental of vehicles for CNCA business are limited to authorized employees. These vehicles must only be used in work-related

activities and may not be used for personal business or activities without the express prior approval of management.

All employees authorized to drive a CNCA-owned or CNCA-leased vehicles or to rent vehicles for use in conducting CNCA business, must possess a current, valid California driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, CNCA or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or CNCA's insurance carrier, that employee may be restricted from driving, reassigned, suspended, or terminated, at CNCA's discretion.

A valid California driver's license must be in your possession while operating a vehicle off or on CNCA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits and not drive too fast or recklessly.

Certain employees may drive their own personal vehicles while conducting CNCA business. These employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven while on CNCA business. CNCA will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on CNCA business, even if driving their own personal vehicles.

### **C. PARKING LOT LIABILITY**

Parking lot related incidences are not covered under any CNCA insurance policy. The school assumes no liability for damage to cars parked in the school parking lot at any time. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity (e.g. a ball breaking a window). In this case, CNCA will reimburse the employee up to the amount of their deductible or \$500, whichever is lesser. Otherwise, liability is as follows:

If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.

If a parent or other visitor causes damage, that individual is responsible.

If an employee causes damage, the employee is responsible.

If an unknown person causes damage and there is no witness, CNCA is not liable for the damages. The affected individual would determine if they have applicable coverage through his/her individual insurance policies.

#### **D. EMPLOYER PROPERTY POLICY**

All CNCA property--including desks, textbooks, teacher's guides and other instructional equipment, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems and other electronic equipment, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. They must be kept clean and are to be used only for work-related purposes.

CNCA reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of CNCA has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee and without notice to the employee.

In addition, in order to ensure the safety and security of employees and students, and to protect CNCA's legitimate business interests, CNCA reserves the right to question any employee or other individual entering onto or leaving CNCA premises.

CNCA's technical resources, such as its computer system, voice mail system, and e-mail, are provided for use in CNCA business, and are to be reviewed, monitored, and used only for business purposes, except as provided in this policy. Employee computer data, voice mail messages, and e-mail transmissions may be reviewed by the Principal or other authorized CNCA employee at any time, without notice to the employee, not necessarily in the employee's presence. Employees are otherwise permitted to use CNCA's equipment for occasional, non-work purposes with advance written permission from their direct supervisor. Nevertheless, employees have no right of privacy as to any information or file maintained in or on CNCA's property or transmitted or stored through CNCA's computer systems, voice mail, e-mail, or other technical resources. All bills and other documentation related to the use of CNCA equipment or property are the property of CNCA and may be reviewed and used for purposes that CNCA considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes both CNCA and the individual employee to substantial fines and/or imprisonment. Therefore, employees may not load personal software onto CNCA's computer system, and may not copy software from CNCA for personal use. All employees must contact their systems administrator to install any software on CNCA's computer system. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of CNCA, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination of employment.

Most classrooms have been equipped with a telephone that serves as the school intercom system and can also be used in case of an emergency. The telephones are not for personal use. It is the classroom teacher's responsibility to monitor students if an emergency arises and they are allowed to use the telephone. CNCA also prohibits the use of cell phones by employees, except in cases of emergency, while on scheduled work time.

Messages stored and/or transmitted by voice mail or e-mail shall not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content includes, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, any derogatory comments regarding a protected class of persons, or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, disability, or membership in any other protected class.

Terminated employees should remove any personal items at the time they leave CNCA. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

#### **E. USE OF COMPANY COMMUNICATION EQUIPMENT AND TECHNOLOGY**

All CNCA owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of CNCA and are provided to the employee to carry out business on behalf of CNCA, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using CNCA owned equipment and technology. Communications made using CNCA owned communications equipment and technology are subject to review, inspection and monitoring by CNCA.

Additionally, CNCA uses technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or images that may be harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult sites, using a filtering system that will filter all internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the CNCA's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized CNCA employees. Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Acceptable Use Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student and Employee Acceptable Use Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the CNCA's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use CNCA's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors, nor may they use such resources for personal entertainment, shopping, or personal business.

The e-mail system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or any other protected class or political beliefs may not be displayed or transmitted. Cyberbullying is also prohibited. CNCA staff will help monitor and educate students on Cyberbullying. Cyberbullying includes the transmission of communication, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication devices. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

The e-mail system and internet access are not to be used in any manner that is against the policies of CNCA, contrary to the best interest of CNCA or for personal gain or profit of the employee against the interests of CNCA. Employees must not use CNCA's communications equipment and technology for the unauthorized disclosure, use and/or dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent using their CNCA issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

Certain employees may be furnished with CNCA owned cell phones and/or laptops, in order to conduct CNCA business while off-campus. Such employees are expected to answer their CNCA provided mobile phone or return messages the same day.

## **F. EMPLOYEE BLOGS AND SOCIAL MEDIA WEBSITES**

If an employee decides to blog or comment on a social media website that discusses any aspect of his/her workplace activities, the following restrictions apply:

- CNCA equipment, including its computers and electronics systems, may not be used for these purposes.
- Student and employee confidentiality policies must be adhered to.
- Employees must make clear that the views expressed in their blogs or social media site are their own and not those of the CNCA.
- Employees may not use the CNCA/School logos, trademarks and/or copyright material and are not authorized to speak on behalf of the school and/or organization.
- Employees are not authorized to publish any confidential information maintained by CNCA/School.
- Employees must comply with all CNCA/School policies, including, but not limited to, rules against sexual harassment and retaliation.
- CNCA reserves the right to take disciplinary action against any employee whose blog or comment/s made on social media websites violates this or other CNCA policies.

## **G. OFF-DUTY USE OF FACILITIES POLICY**

Employees are prohibited from remaining on CNCA premises or making use of CNCA facilities while not on duty. Employees are expressly prohibited from using CNCA facilities, CNCA property, or CNCA equipment for personal use.

## **H. EMPLOYEE PROPERTY**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of school property.

CNCA is not responsible for lost or stolen items belonging to employees. CNCA is also not responsible in the event of break-ins, fire, or other events which may result in damage or loss to employee property.

## **I. SOLICITATION & DISTRIBUTION OF LITERATURE**

Camino Nuevo Charter Academy has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization, which is not related to CNCA business or which has not been pre-approved by authorized CNCA



personnel, during his or her working time or during the working time of the employee or employees at whom the activity is directed;

2. Except as allowed by the Educational Employment Relations Act, no employee shall distribute or circulate any written or printed material which has not been pre-approved by authorized CNCA personnel for distribution in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed;

3. Non-employees will not be permitted to solicit or to distribute written material for any purpose on CNCA property, except when required under California or federal law.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for CNCA; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for CNCA.

## **J. HEALTH & SAFETY**

The health and safety of employees and others on CNCA property are important to CNCA. We strive to attain the highest possible level of safety in all activities and operations. CNCA will comply with all health and safety laws applicable to our school.

All employees are responsible for their own safety, as well as that of others in the workplace. CNCA must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*, even if you believe you have corrected the problem. If you suspect a concealed danger is present on CNCA's premises, or in a product, facility, piece of equipment, process, or business practice for which CNCA is responsible, bring it to the attention of your supervisor or the Principal *immediately*. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Principal regarding the problem.

Periodically, CNCA may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines since strict compliance will be expected. Contact your supervisor for copies of current rules and guidelines. Failure to comply with rules and guidelines regarding health and safety or work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported. In compliance with California law, and to promote the concept of a safe workplace, CNCA maintains an Injury and Illness

Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in office.

In compliance with Proposition 65, CNCA will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

**K. SMOKING**

Smoking is not permitted in any area, within 100 yards of the School.

**X. BENEFITS**

**A. HOLIDAYS**

For employees who are not members of the certificated bargaining unit, Camino Nuevo Charter Academy observes the following paid holidays:

- January 1 – New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- July 4<sup>th</sup> – Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Eve and Christmas Day

When a holiday falls on a Saturday or a Sunday it is usually observed on the preceding Friday or the following Monday. However, CNCA may close on another day or grant compensating time instead of closing. Holiday observance will be announced in advance.

Eligible employees begin holiday pay after completion of their introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor.

Temporary, substitute, and non-exempt part time employees working less than 30 hours per week are not eligible for holiday pay. Eligible Classified employees that have not completed their introductory period are not eligible for holiday pay. Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the

number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. Non-exempt employees required to work on a designated holiday will receive straight time pay.

## **B. SHUT DOWN PERIOD**

During the academic year the school will have both a winter and spring break. The school will remain open during part of the winter break. However, the school will have two shut down periods from December 24<sup>th</sup> – January 1<sup>st</sup> and the other week during spring break. Eligible administrative and classified salaried and full-time hourly staff will be given this time off with pay. Please see the Vice President Human Resources for eligibility.

Hourly full-time employees must complete their introductory period prior to being eligible for the shut-down period.

All hourly part-time seasonal and substitute staff will not receive a work schedule during the winter and spring break, unless otherwise indicated by your supervisor. Please check with your supervisor if you will be scheduled to work during that time.

## **C. VACATIONS**

(Applies to employees who are not members of the Certificated Bargaining Unit)

Full-time employees consistently working 36 hours or more per week are eligible for paid vacation. Classified salaried and full-time employees do not accrue vacation time during the introductory period.

Part-time employees working less than 36 hours, Temporary Employees, Substitutes and Teachers do not qualify for paid vacation time.

Eligible full-time employees shall begin accruing paid vacation time after their introductory period at a rate of 6.67 hours per month. Each year a total of 10 vacation days will accrue, with a maximum of 240 hours (30 days) that can be accrued at any time. Vacation may be carried over to the next calendar year, providing the amount of time has not exceeded the 240-hour maximum.

Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. Employees will not be given retroactive credit for any period of time in which you did not accrue vacation because you were at the maximum. At year-end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

Employees are encouraged to take their accrued vacation each year. You must request vacation as far in advance as possible, but at least 15 days prior to the intended vacation days. Vacations will be scheduled so as to provide adequate coverage of job and staff

requirements. The Principal will make the final determination in this regard. Vacation may not be taken without at least 15 days approval from your supervisor.

Exempt employees must use vacation for otherwise unexcused absences from work for a day or more. Nonexempt employees must use vacation for otherwise unexcused time away from work during their regularly scheduled hours. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

Terminated employees shall receive pay for unused vacation time. Unused vacation time is paid out at the employee's regular pay rate at the time of termination.

## **D. INSURANCE BENEFITS**

### **1. Medical Insurance**

(Applies to employees who are not members of the Certificated Bargaining Unit)

Camino Nuevo Charter Academy provides a comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. Full-time employees may be eligible for medical insurance coverage under CNCA's policy. Part-time employees working 30 hours or more per week may also be eligible for medical insurance coverage under CNCA's policy. All eligible employees qualify for medical coverage the first of the month following 30 days of employment. If eligible, as part of the compensation for health insurance CNCA will allow a monthly benefit allowance of \$350 for single, full time, eligible employees, \$475 for single, full time, eligible employee and spouse (or dependent), and \$600 per full-time, eligible employee and their family. If costs exceed this cap, deductions will be made from employee's pay to cover ½ the excess costs. Part-time exempt and part-time certificated employees will receive a benefit allowance at a prorated amount based on the percentage of time worked. The Medical insurance coverage is a benefit provided by CNCA. Employees should consult the Benefit Plan Summary for complete information about eligibility and the details of CNCA's medical insurance plans. Copies of the Plan Document and Summary description are available in the Human Resources Department.

Full time, eligible employees who waive all health and welfare benefits will be entitled to a \$1,000 payout at the end of the fiscal year. Full time, eligible employees who waive medical benefits, but accept vision and/or dental insurance will receive an allocation in the amount of \$1,000 minus the total cost of benefits received.

### **2. Disability Insurance**

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury unrelated to your employment at CNCA or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit

amount. Specific rules and regulations governing disability are available from the main office.

### **3. Unemployment Compensation**

Camino Nuevo Charter Academy contributes to the Unemployment Insurance Fund on behalf of its employees.

### **4. Social Security**

Non-certificated and some certificated staff are legally required to make contributions into social security. CNCA matches each employee's social security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the social security laws.

### **5. State Teachers Retirement (STRS)**

State law requires that all teachers deposit a percentage of their pre-tax salary in the STRS retirement system. An employer contribution is made by CNCA. Contributions are subject to rate change. For additional information on the STRS program you may call STRS directly at (800) 228-5453.

### **6. California Public Employees Retirement System (CalPERS)**

Full time non-certificated employees are required to participate in the CalPERS program. Employees contributing to CalPERS will deposit a percentage of their pre-tax earnings as a condition of employment. An employer contribution is made by CNCA. Contributions are subject to change. For additional information you may contact PERS at (800) 228-5453.

### **7. Workers' Compensation**

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits, which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, you must:

- a. Report any work-related injury to your supervisor immediately.
- b. Complete a written claim form and return it to the Principal.
- c. Seek medical treatment and follow-up care if required.

### **E. SICK LEAVE**

Camino Nuevo Charter Academy provides paid accrued sick leave to all eligible employees for periods of temporary absences due to illness, including mental health, injury, etc. Sick leave may only be taken for an employee's own illness, including mental health or injury, or that of an employee's immediate family member.

Sick leave taken to care for a family member such as a parent, child, or spouse is limited to one-half the employee's annual accrual of sick leave. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave.

A employee requesting the use of sick leave for an extended period of time to care for a member of the immediate family must, prior to beginning the leave, provide written verification from the immediate family member's treating physician. The medical certification should certify that because of the immediate family member's serious illness or injury, it is necessary for the employee to be absent from work in order to provide care. The verification must state the probable duration of the need for the employee's care for the immediate family member's condition, the dates the patient was or will be treated for the condition, and whether the need for care by the employee is continuous or intermittent. Such request and verification shall normally be provided 10 work days prior to the beginning of the employee's absence to allow the CEO, or designee an opportunity for review and approval of the request. In the event of a verifiable emergency, written verification shall be provided within 10 days to CEO, or designee.

Certificated, full-time, part-time classified, and substitute employees accrue sick leave in accordance with the schedule below.

Upon hire, eligible full-time employees shall receive 7.28 hours of sick leave. After the introductory period, sick leave will accrue at a rate of 7.28 hours per month, up to a maximum of 11 days per year. Eligible part-time employees working less than 36 hours per week (but more than 30 hours) will accrue sick time on a pro-rata basis according to the hours worked. The amount of sick time accrued cannot exceed the 45-day maximum. **Employees will not be paid for unused sick leave.**

Eligible classified part-time employees working less than 30 hours per week will be eligible to receive 48 hours of sick leave per year. Sick time is not accrued and will not carry over to the next school year. Sick days will be made available to employees upon hire.

Eligible certificated full-time teachers on teacher contracts shall accrue and use sick leave as outlined in the collective bargaining agreement.

Other eligible certificated full-time employees (non-teachers) shall also receive 7.28 hours of sick leave upon hire. After the introductory period, sick leave will accrue at a rate of 7.28 hours per month up to a maximum of 11 days per academic year. Certificated part-time employees shall accrue sick leave on a pro-rata basis according to their schedule. Certificated employees (non-teachers) may carry over their unused sick leave to the next academic year. The amount of sick time accrued cannot exceed the 45-day maximum. **Employees will not be paid for unused sick leave.**

Substitute Teachers will be eligible to receive 48 hours of sick leave per year. Sick time is not accrued and will not carry over to the next school year. Sick days will be made available to employees upon hire.

Certification by your health care provider is required for absences of three or more consecutive workdays. However, CNCA may also request such certifications in situations where it is determined that it is warranted, such as for absences immediately before or after a holiday, furlough day, student break, or shut down; when unexcused absences become excessive and/or a pattern of poor attendance exists that is disruptive the operation of a school and/or affecting job performance. CNCA reserves the right to require a satisfactory statement of a health care provider whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a statement which verifies that an injury or disability existed, its beginning and ending dates, and/or the employees ability to return to work without presenting an immediate and significant risk to their own health or safety or the health or safety of others. It is your responsibility to apply for any disability benefits for which you may be eligible for as a result of an illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which you qualify.

Sick leave used immediately before or after a holiday, student break, or vacation period impacts student learning and job performance. Such absences may require medical certification. Sick leave may not be used during holidays, vacation, or hours of work outside an employee's regular schedule. Sick leave benefits will be fully integrated with other benefits available to you so that at no time will you be paid more than your regular compensation. Any misuse of sick time by an employee will result in disciplinary action including termination of employment. Employees will not accrue sick leave during unpaid leaves of absence.

Employees may request to donate accrued sick leave for other staff members. The donation of sick leave is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days an employee may donate or receive in one calendar year is 10 (ten) days. The approval of the time off request to be covered by the donated time will be at the discretion of the site principal or designee as outlined in this policy.

Donated sick days can be used for:

- **Medical emergency**, defined as illness, including mental health, or injury, condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Employees who wish to donate sick leave days must complete and submit a “Request to Donate Sick Leave” form to the HR Department. The approval of donated or requested sick time will be at the sole discretion of the CEO.

## **F. LEAVES OF ABSENCE**

*This section F does not apply to members of the certificated bargaining unit, whose leave of absence privileges are addressed in the collective bargaining agreement.*

### **1. General Provisions**

Camino Nuevo Charter Academy may grant a leave of absence in certain circumstances. You should notify your supervisor and/or Principal in writing as soon as you become aware that you may need a leave of absence. A Leave of Absence form will be provided by the Department of Human Resources at the request of the employee. CNCA will consider your request in accordance with applicable law and CNCA's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including staying in communication with your supervisor or the Principal during your leave, and giving prompt notice if there is any change in your return date.

Employees granted a medical leave of absence must exhaust all available sick leave, up to a maximum of two (2) weeks, prior to unpaid time off.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at CNCA. Benefits, such as vacation and holidays, will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

CNCA may suspend or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to CNCA's attention during the leave. If any action is suspended during the leave of absence, CNCA reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to CNCA's expectations and to observe all CNCA policies, rules, and procedures.

### **2. Family and Medical Leave**

Camino Nuevo Charter Academy will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws. In certain situations, the federal law requires that



provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

Please contact your supervisor as soon as you become aware of the need for a family and medical leave. The following is a summary of the relevant provisions.

**a. Employee Eligibility**

To be eligible for family and medical leave benefits, you must: (1) have worked for CNCA for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months, and (3) work at a facility that employs at least 50 employees within a 75 mile radius.

Eligible employees may take up to a maximum of 12 work weeks of unpaid family/medical leave within a 12-month period. A 12-month period begins on the date of the employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of family and medical leave after the preceding 12-month period has ended.

Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse or domestic partner, child, ~~or~~ parent, grandparent, grandchild, or sibling) with a serious health condition; or (3) to take medical leave when the employee is unable to work because of a serious health condition. Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave. Please review the pregnancy disability leave policy below and notify your supervisor or the Principal if you need leave due to your pregnancy.

Certain restrictions on these benefits may apply.

**b. Notice & Certification**

If you need family and medical leave, you may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
3. Periodic re-certification;
4. Periodic reports during the leave.

When leave is needed to care for an immediate family member or your own serious health condition, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt CNCA's operation.

**c. Compensation During Leave**

Family and medical leave is unpaid. CNCA requires you to use all available sick leave, up to a maximum of two (2) weeks, prior to unpaid time off. You may also elect to use vacation to cover some or all of the family and medical leave. The use of paid time off runs concurrent with and does not extend the length of a family and medical leave.

**d. Benefits During Leave**

Camino Nuevo Charter Academy will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are on family and medical leave but you are not entitled to continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. Please contact your supervisor or the Department of Human Resources for further information.

**e. Job Reinstatement**

Under most circumstances, upon return from family and medical leave, you will be reinstated to your previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family and medical leave, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on family and medical leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

If you are returning from family and medical leave taken for your own serious health condition, but you are unable to perform the essential functions of your job because of a physical or mental disability, CNCA will attempt to reasonably accommodate you. Your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

### **3. Pregnancy Disability Leave**

#### **a. Employee Eligibility**

Camino Nuevo Charter Academy will grant an unpaid pregnancy disability leave if you are disabled because of your pregnancy, childbirth, or a related medical condition.

#### **b. Leave Available**

If you are disabled due to pregnancy, childbirth, or a related medical condition, you may take leave necessitated by your condition and verified by your physician's note, usually for a period of up to a four month leave. As an alternative, CNCA may transfer you to a less strenuous or hazardous position if you so request, with the advice of your physician, and if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

#### **c. Notice & Certification Requirements**

You must provide CNCA with reasonable advance notice of your need for a pregnancy disability leave. In addition, you must provide CNCA with a health care provider's statement certifying the last day you can work and the expected duration of your leave.

#### **d. Compensation During Leave**

Pregnancy disability leaves are without pay. However, you must utilize accrued sick time up to a maximum of two (2) weeks, prior to unpaid time off. You may also elect to use any other accrued paid time off during the leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that you may receive. At no time will you receive a greater total payment than your regular compensation.

#### **e. Benefits During Leave**

If you are also eligible for federal or state family and medical leave, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following pregnancy disability leave. If you are not eligible for family and medical leave, you will receive continued paid coverage on the same basis as employees taking other leaves. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid to the employer by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are on pregnancy disability leave but you do not receive continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of

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the relevant premium. You should contact your supervisor or the Department of Human Resources for further information.

**f. Reinstatement**

Upon the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, then you will not be entitled to reinstatement. If upon return from a pregnancy disability leave you are unable to perform the essential functions of the job because of a physical or mental disability, CNCA will attempt to accommodate you.

**4. Workers' Compensation Disability Leave**

**a. Employee Eligibility**

Camino Nuevo Charter Academy will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, CNCA may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

**b. Notice & Certification Requirements**

You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate supervisor. You must also provide CNCA with a health care provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

**c. Compensation During Leave**

Compensation for lost earnings due to a workers compensation disability leave will be paid by the company's workers' compensation insurance carrier according to California law. You may also utilize accrued sick time and any other accrued paid time off during the leave, to supplement any workers' compensation benefits, state disability, or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular compensation.

**d. Benefits During Leave**

If you are eligible for family and medical leave under the federal or state family and medical leave laws, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following your workers'

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compensation disability leave. If you are not eligible for family and medical leave, you will receive continued coverage on the same basis as employees taking other leaves. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid to the employer by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are not entitled to continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. You should contact your supervisor or the Department of Human Resources for further information.

#### **e. Reinstatement**

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, CNCA will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

### **5. Military Leave (Active and Reserve Service)**

Unless otherwise required by law, this leave is without pay. It is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. You must bring your military service orders to the Principal for review upon receipt prior to commencement of the leave.

### **6. Civil Air Patrol Leave**

Members of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol are entitled to up to ten (10) days of leave per year. The Leave for a single emergency mission cannot exceed three (3) days, unless the emergency is extended by the entity in charge of the operation and the V.P. of Human Resources approves the leave extension.

The leave is unpaid, however, employees taking this leave may use all accrued vacation.

Employees will be reinstated to the position they held when the leave began or to an equivalent position. Health benefits, if applicable, will be maintained during the leave at the employee's expense.

### **7. Organ & Bone Marrow Leave**

Organ donors shall be provided a leave of absence of up to thirty (30) business days in any one-year period. Bone marrow donors shall be provided a leave of absence of up to five (5) business days in any one-year period, calculated from the date the employee's

leave begins. In both cases, the employee must take the leave to donate an organ or bone marrow to another person. Written verification of the need for donation must be provided and must include the employee is the bone marrow or organ donor and that the donation is medically necessary.

Employees who request this leave must take up to five days of accrued paid sick or vacation time. An employee requesting leave for organ donation is required to take up to two weeks of accrued paid sick or vacation time if available.

Health benefits, if applicable, will be maintained for the full duration of the leave in the same manner that the coverage would have been maintained if the employee had been actively working.

Employees will be reinstated to the position they held when the leave began or to an equivalent position.

## **G. OTHER TIME OFF**

### **1. Personal Leaves of Absence**

After one year of employment, a personal leave of absence without pay for up to 30 days may be granted at the discretion of CNCA. A request for a personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that CNCA does not guarantee reinstatement following a personal leave. However, CNCA will offer employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

### **2. Disability Leave**

Consistent with state and federal disability laws, CNCA may provide a limited leave of absence from work to qualified disabled employees who need time away from work as a form of reasonable accommodation. CNCA may require employee's to provide additional information and/or documentation in order to determine whether to provide the accommodation.

CNCA will not grant a leave of absence as a form of accommodation where the absence will cause an undue hardship.

### **3. Funeral or Bereavement Time Off**

Any employee may take up to three consecutive workdays off with pay within 30 days following the death of an immediate family member of the employee's or the employee's current spouse. Funeral or Bereavement time will be paid on a pro-rated basis for those employees that work less than 40 hours per week. Immediate family member means a parent, child, sister, brother, grandparent, grandchild (including step or foster

relationships), or any other relative living in the immediate household of the employee. The Principal or supervisor may also approve additional unpaid time off.

#### **4. Civic Duty Time Off**

Camino Nuevo Charter Academy encourages employees to serve on jury or witness duty when called. It also understands that, if an employee is the unfortunate victim of domestic violence, that employee may need to take time from work to appear in court in an effort to obtain relief from such violence. You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. If you need time off to obtain relief from domestic violence, you must give your supervisor reasonable notice that you are required to appear in court. If the appearance in court is unscheduled or an emergency appearance, advance notice is not required, but you may be required to provide evidence from the court within a reasonable time after your appearance that shows you appeared in court.

Nonexempt employees will receive full pay while serving up to five days of jury or witness duty or for taking up to five days off to appear in court in an effort to obtain relief from domestic violence. Exempt employees will receive pay for up to five days of absence due to jury or witness duty or due to appearing in court to obtain relief from domestic violence. Any additional time off will be without pay. Any mileage allowance, fee, et cetera, paid for jury or witness duty will be credited against any payments made by CNCA. Verification from the court clerk of having served may be required. On the days you take off from work to perform jury duty, witness duty, or to obtain relief from domestic violence, you will be expected to return to work for the remainder of your work schedule if time permits.

#### **5. Voting Time Off**

If you cannot vote in a statewide public election before or after working hours, then you will be allowed sufficient time off to go to the polls. CNCA will pay you for up to the first two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give reasonable notice to the Principal of the need to have time off to vote and must give at least three (3) days' notice when possible.

#### **6. Time Off for Volunteer Firefighters**

A registered volunteer firefighter who would like to perform emergency duty during work hours must notify his or her supervisor and the Principal in advance of their status as such a volunteer, and shall provide written certification of such status. Also, please alert your supervisor before leaving CNCA premises when summoned for emergency duty. All time off to serve as a volunteer is unpaid.

## **7. Time Off to Attend School Activities**

If you are a parent, guardian, or grandparent with custody of a child in kindergarten, grades 1-12, inclusive, or a licensed day care center and you wish to take time off to visit your child's school for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each calendar year), per child, provided you give reasonable notice to the Principal of your planned absence. Employees wishing to take leave for a child's school activities must utilize their existing vacation time in order to be paid by the school. Employees who do not have vacation time available will take the time off without pay. CNCA requires documentation from the school noting the date and time of your visit.

If both parents of a child work for CNCA, only one parent--the first to provide notice--may take the time off, unless CNCA approves both parents taking time off simultaneously.

You may also be granted time off to attend a school conference involving the possible suspension of your child. Please contact your supervisor if time off may be needed for this reason.

## **8. Time Off for Adult Literacy Programs**

Camino Nuevo Charter Academy may make reasonable accommodations for any employee who reveals a literacy problem and requests that CNCA assist in enrolling in an adult literacy program, unless undue hardship to CNCA would result.

CNCA may also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

CNCA will take reasonable steps to safeguard the privacy of any employee who identifies as an individual with a literacy problem. Any employee who wishes to identify as an individual with a literacy problem may contact the Principal directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While CNCA generally encourages employees to improve their literacy skills, CNCA will not reimburse employees for the costs incurred in attending a literacy program. Nonexempt employees may use vacation pay to make up for work that is missed to attend literacy classes.

## **9. Lactation Accommodation**

CNCA recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location for any employee who wish to express breast milk.

CNCA will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child. This break time will run



concurrently with any break time already provided to the employee, if possible. CNCA will make reasonable efforts to ensure the employee can express milk in a private room that is not a bathroom, has a door that locks, and is in close proximity to the employee's work area.

Pursuant to California Labor Code Section 1031, CNCA shall provide an employee with the use of a room or other location for the employee to express milk in private. The lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. The lactation room or location may include an employee's private office if it otherwise meets the requirements of a lactation space.

The lactation room or location shall comply with all of the following requirements:

- 1) Be safe, clean, and free of hazardous materials, as defined in California Labor Code Section 6382.
- 2) Contain a surface to place a breast pump and personal items.
- 3) Contain a place to sit.
- 4) Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

CNCA shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the unit member or employee's workspace. If a refrigerator cannot be provided, CNCA may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

#### Flexible Break Times

Employees who are breast-feeding or expressing breast milk are entitled to request a lactation accommodation and must be provided reasonable break times for breast-feeding or expressing breast milk throughout the day. Pursuant to labor code 1030, break times shall, if possible, run concurrently with any break times already provided to the employee. When this is not possible, the employee will confer with their supervisor to determine an appropriate break schedule and request coverage when necessary.

#### Lactation Accommodation Requests and Support

Employees who would like to request a lactation accommodation should contact their

supervisor/Principal to request an accommodation. In addition, an employee may work with the Human Resources team to request support regarding lactation accommodation, including assistance with identifying a designated or appropriate space to express milk or concerns about the need for reasonable break times.

An employee's request may be provided orally, by email or in writing and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur.

CNCA will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who file a complaint related to the right to a lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise denied your right related to lactation accommodation, you have a right to file a complaint with the Labor Commissioner by calling (213) 620-6330.

## **XI. TERMINATION**

This section XI does not apply to members of the certificated bargaining unit, whose procedures for termination are addressed in the collective bargaining agreement.

### **A. VOLUNTARY TERMINATIONS**

Voluntary terminations result when an employee voluntarily resigns from their employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by the employee's supervisor. CNCA asks that you give at least two weeks written notice. This will provide CNCA the opportunity to make the necessary adjustments in operations. All CNCA property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment. CNCA retains the right to accept your resignation immediately and pay you the amount of straight time compensation you would have earned in place of any further performance.

### **B. INVOLUNTARY TERMINATIONS**

An involuntary termination is initiated by Camino Nuevo Charter Academy.

### **C. REDUCTIONS IN FORCE**

While CNCA hopes to continue growing and providing employment opportunities, business conditions, student demands, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that CNCA determines to lay off any employee or a number of employees, CNCA retains full discretion to select which employee(s) will be laid off. If restructuring

or reducing the number of employees becomes necessary, CNCA will attempt to provide advance notice, if possible, to help prepare affected individuals. While CNCA retains full discretion, some of the relevant factors might include CNCA's operational requirements and the skill, productivity, ability, and past performance of those involved.

#### **D. SEPARATION PROCESS**

After an employee terminates their employment with CNCA, either voluntary or involuntary, they must complete the separation process.

1. The first step in the separation process is to complete the separation paperwork. The separation paperwork consists of:

- a) Notice of change in relationship form – this form is used to acknowledge that both the employee and CNCA recognize that the employee's status has changed due to terminations, whether voluntary or involuntary.
- b) COBRA Election form & COBRA letter – this form is given to employees who were eligible for insurance benefits during their employment at CNCA. Employees may choose to continue their benefit coverage, at their own cost, through the COBRA plan.
- c) Exit Interview – whenever possible an exit interview will be conducted in order for the school to receive feedback and suggestion on any areas of improvement and growth or areas of strength.
- d) "For Your Benefit" booklet – this booklet is given to all employees to inform them about unemployment insurance.

2. The employee must return any school property that may have been issued to him or her during employment (i.e. keys, credit card, cell phone, etc.).

3. If the termination of employment was voluntary, employees will receive their paycheck within three days of their termination date. If termination was involuntary, employees will receive their paycheck on their termination date.



## ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Camino Nuevo Charter Academy (CNCA) Employee Handbook and understand that it sets forth some of the terms and conditions of my duties, responsibilities, and obligations of employment with Camino Nuevo Charter Academy. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this handbook and to abide by the rules, policies, and standards set forth in this handbook.

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Employee Signature

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Date

---

Employee Name [printed]

## 2021-2022 CNCA Handbook Edit Summary:

- Page 45.- Holidays
  - *Juneteenth added as a recognized holiday for observance.*
- Page 48. – Sick Leave
  - *Updated language from “shall” to “may” for requesting a medical for absences before or after a holiday, furlough day, student break, or shut down.*
- Page 59. – Lactation Accommodation
  - *Language updated to reflect current practice and California law.*

## 2021-2022 CNCA/CNTA CBA Edit Summary:

- Page 3. – Article 1: Agreement
  - Language was updated to clarify the agreement is between CNCA and CNTA.
  - Language was added to inform unit members where policies are located for accessibility.
- Page 4. – Article 3 (k): Years of Eligible Experience
  - Language was changed to reflect the following:
    - Cap was removed for years of experience served in an instructional coaching capacity for classroom teachers in a TK-12 setting.
    - An appeals process was added for teachers to follow if their request for additional years of experience is denied.
- Page 4.- Article 3 (l): Teacher Directed Time
  - Language was added to define “Teacher Directed Time” and how it should be utilized.
- Page 5.- Article 6 (c) (d) (e): Work Day
  - Language was added to define how Teacher Directed Time should be maintained.
  - Language was added to confirm CNCA will make every effort to ensure this time is protected.
- Page 6.- Article 6 (g): Lactation Accommodation
  - Language was added to confirm CNCA accommodates lactating employees and provided information on where to find our policies pertaining to our Lactation Accommodation.
- Page 8.- Article 10: Complaints
  - This article was formally titled “Parent Complaints”. Language was changed to reflect a general complaint process.
- Page 9.- Article 15: Agency Fee
  - Language was updated to comply with California Government Code Section 1152.
- Page 12.- Article 19: Evaluation
  - Language was changed to reflect current practice at CNCA with the adoption of our new evaluation tool and process.
- Page 15.- Article 21 (a): Sick Leave
  - Language was updated to reflect the following:
    - The maximum number of sick days an employee may donate to another employee was increased from 5 days to 10 days.
    - Align with CNCA Handbook on reasons for requesting certification from a doctor for absences.
    - An appeals process was added for teachers to follow if their request to take an extended sick time to care for an immediate family member was denied.
    - An appeals process was added for teachers to follow if their request to donate sick time to another unit member was denied.
- Page 21.- Article 21(k): Association Leave
  - Language was updated to comply with California Government Code section 3558.8.
- Page 22.- Article 22 (a) (c): Compensation
  - Language was updated to reflect the following:
    - Salary table was increase by at least 5% (range 5%-7.59% for fully credentialed teachers).
    - Interns salaries were adjusted to meet minimum wage requirements in CA and thus increased to \$57,200.
    - Language was added to pay teachers for “Overnight” field trips

- *Buy Back Days were increased from \$290/day to \$300/day.*
  - *Hourly rate for teachers was increased from \$35/hr. to \$40/hr.*
  - *Language was added to clarify stipends are paid in two installments and the dates the installments are paid throughout the year.*
- *Page 23.- Article 22 (d): Units*
  - *Language was added to clarify the type of units that are accepted by CNCA for placement on the salary table.*
  - *Language was added to clarify how salary classification is determined on the salary table and how quarter units are converted to semester units.*
  - *An appeals process was added for teachers to follow if their request to have their units approved is denied.*
- *Page 24.- Article 22 (f): Teacher Incentives*
  - *Language was changed to award Teachers a \$1000 longevity every three (3) years instead of every five (5) years.*
- *Page 24.- Article 22 (g): Teacher Induction*
  - *Language was updated to reflect existing MOU between CNCA and CNTA*
- *Page 24.- Article 22 (h): Teacher Certification*
  - *Language was added to reimburse TK teachers up to \$1000 for meeting the certification requirements under SB876.*
- *Page 25.- Benefits*
  - *Language was added to invite CNTA to meet with our insurance broker annually to review costs and CNCA benefit plans.*
- *Exhibit A: Teacher Evaluation*
  - *Outdated evaluation tool was deleted and the following placeholder language was added until the new evaluation tool is finalized: "Exhibit A will be updated and included as part of the 2021-2024 upcoming Teacher Evaluation MOU."*
- *Exhibit C: Salary Schedule*
  - *Salary schedule was updated to reflect increase.*
  - *Career Increment amounts were changed to reflect the following:*
    - *Career Increment at 16<sup>th</sup> year is \$1000 annually*
    - *Career increment at 21<sup>st</sup> year and beyond is \$2000*
- *Exhibit E: CNCA CEO Appeal Request*
  - *New exhibit added to explain the appeals process.*
- *Exhibit F: Teacher Improvement Plan*
  - *Language was updated to clarify the responsibilities between evaluator and teacher.*
- *Exhibit H: Request to Donate Sick Leave*
  - *Updated form to reflect the maximum number of sick days that an employee may donate increased from 5 days to 10 days.*



**Camino  
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Charter  
Academy**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
CAMINO NUEVO CHARTER ACADEMY AND  
CAMINO NUEVO TEACHERS ASSOCIATION  
REGARDING ONE-TIME 2020-2021 STIPEND IN RECOGNITION OF EFFORTS OF  
CNTA BARGAINING MEMBERS DURING 2020-2021 DISTANCE LEARNING**

July 21, 2021

WHEREAS Camino Nuevo Teachers Association (“CNTA”) and Camino Nuevo Charter Academy (“CNCA”) wish to recognize the extraordinary efforts of bargaining unit members providing distance learning to CNCA students during the 2020-2021 school year;

NOW THEREFORE, the parties agree as follows:

1. CNTA bargaining unit members who worked at least 75 % of the student instructional days in school year 2020-2021 and return for the 2021-2022 school year will receive a one-time off schedule stipend.
2. Full time unit members will receive a stipend in the amount of \$ 2,000, less all deductions and pension contributions required by law. Part-time unit members will receive a prorated amount less all deductions required by law.
3. The stipend for unit members who rendered service for less than 75 % of the school days in school year 2020-2021 shall be prorated.
2. The one-time stipend shall not modify the unit member salary schedule, nor constitute precedent for future compensation increases for the bargaining unit.

Date: \_\_\_\_\_, 2020      **CAMINO NUEVO CHARTER ACADEMY**

By: \_\_\_\_\_  
Adriana Abich, CEO

**CAMINO NUEVO TEACHERS ASSOCIATION**

By: \_\_\_\_\_  
Laura Farrel, CNTA President

DATE OF BOARD APPROVAL: \_\_\_\_\_





**Camino  
Nuevo  
Charter  
Academy**

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CAMINO NUEVO CHARTER ACADEMY  
(CNCA)**

**AND**

**CAMINO NUEVO TEACHERS ASSOCIATION (CNTA)**

**July 1, 2021 - June 30, 2024**

**FINAL AGREEMENT  
CAMINO NUEVO CHARTER ACADEMY (CNCA)  
AND  
CAMINO NUEVO TEACHERS ASSOCIATION (CNTA)**

July 1, 2021 – June 30, 2024

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**Attachments:**

- Exhibit A      Teacher Evaluation Form
- Exhibit B      Benefits Information
- Exhibit C      Salary Schedule
- Exhibit D      Grievance Form
- Exhibit E      CNCA CEO Appeal Request Form
- Exhibit F      Teacher Improvement Plan
- Exhibit G      Coordinator Description
- Exhibit H      Request to Donate Sick Leave

FINAL AGREEMENT BETWEEN  
CAMINO NUEVO CHARTER ACADEMY (CNCA)  
AND  
CAMINO NUEVO TEACHERS ASSOCIATION (CNTA)

June 1, 2021

1. “Agreement”: This agreement is made and entered into by and between Camino Nuevo Charter Academy, which together with its administrative staff and representatives shall be referred to in this agreement as “CNCA” and the Camino Nuevo Teachers Association, which together with its unit members and representatives shall be referred to as the “Association” or “CNTA”. For purposes of this Agreement, CNCA and CNTA shall be collectively referred to as “the parties”.

The parties agree to a term of three years from July 1, 2021 through June 30, 2024.

The CNCA/CNTA Collective Bargaining Agreement, the CNCA Employee Handbook and Board Approved MOU’s and policies will be labeled and accessible on the CNCA website. Unit members will be informed of the location of these documents at the start of each school year.

2. Recognition: Included: All non-management, TK-12, regular credentialed classroom teachers assigned to any Camino Nuevo School. Excluded: day-to-day substitutes, long-term substitutes, all management, classified, confidential, certificated substitutes, and all supervisory personnel.

3. Definitions:

- a) “Board” means Camino Nuevo Charter Academy and/or its Board of Directors, Administration, and other designated representatives.
- b) “CNTA” means Camino Nuevo Teachers Association, CTA/NEA, its officers, and representatives. CNTA is the exclusive representative of the certificated bargaining unit.
- c) “Immediate Supervisor” means the unit member’s administrator, supervisor, or designee employed by the Board who has direct responsibility for supervising the unit member. Usually this person is the site principal, assistant principal, program director or designee.
- d) “Unit Member” means any certificated employee who is included in the appropriate unit; pursuant to Article 2, “Recognition”.
- e) “Instructional Day(s)” means any day(s) pupils are required to be present for instruction.
- f) “Professional Development Day” means any day(s) of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- g) “Paid Leave of Absence” means a day of authorized absence for which a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which the unit member enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her/their leave.
- h) “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) and any person living in the household of the unit member. Verification of relationship may be requested by CNCA.

- i) “Daily Rate of Pay” means the unit member’s annual scheduled salary divided by the number of duty days exclusive of stipends and additional assignments.
- j) “Site” means the building or location where the unit member is assigned to work.
- k) “Years of eligible experience” shall be defined as experience in a full time, certificated, TK-12 school setting in the United States performed under a valid US teaching credential. Unit members or applicants with “out of the classroom” experience may receive credit for this experience on the teacher salary table if the assignment was served in an instructional coaching capacity for classroom teachers in a TK-12 setting. Additional documentation may be required to verify that the assignment is eligible to receive credit for the experience as defined in this section. Experience directly related to the teaching assignment but not in an instructional coaching capacity for classroom teachers in a TK-12 setting, may be submitted for approval to the HR Department. If the request is denied, the applicant or unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (please refer to Exhibit E). Approval of such experience is at the discretion of the Chief Executive Officer and based solely on the CEO’s evaluation of the value of the experience for current instructional needs, and shall not set a precedent for future acceptance of experience.
- l) Teacher Directed Time: Teacher Directed Time is time used by Unit Member to write lessons, grade papers, analyze student data, meet with parents, meet with student(s), meet with colleague(s), or engage in other professional responsibilities that are scheduled and determined by the teacher. Teacher directed time may not be used for coaching or leader led grade level/department meetings or leader-led training unless determined by the unit member.

4. Association Rights: The Association (CNTA) has the right to place Association literature in unit member mailboxes subject to the provisions of this Article. CNTA shall notify the site administrator at the time the notice is placed in unit member boxes. Likewise, the Association may utilize the CNCA e-mail system, provided an authorized representative of the Association keeps in effect a signed agreement to abide by the CNCA’s Respectable Use and “computer use” policies, as it may be modified from time-to-time. The Association may utilize a bulletin board designated for its use at each site. None of the above means of communication shall be utilized to send or receive Association communications during unit member work hours, nor shall they be used to support or oppose a ballot proposition or a candidate for office.

A CNTA representative shall meet with each site principal prior to the beginning of the school year to determine two monthly meeting times for CNTA meetings when space can be reserved for the meeting at the site, provided that such meetings are scheduled outside of unit member work hours and do not conflict with other scheduled school activities.

The Association may request to use CNCA facilities during non-instructional hours when such facilities are not needed for instruction- related or other CNCA activities. Such request shall normally be made at least fourteen (14) days in advance, in writing, and directed to the site principal or the Chief Executive Officer. If any CNTA event takes place in a CNCA facility after normal operating hours, CNTA agrees to pay the additional cost of staffing and cleaning the facility.

A CNTA representative from the list of pre-designated CNTA representatives has the right to attend a grievance hearing as set forth in the provisions of the employment agreement. Such hearings shall be scheduled after instructional hours when possible to avoid disruptions to instruction.

5. Work Year: The work year shall be 200 total days, including 185 instructional days and 15 professional development days in grades TK – 12. CNCA may elect to require five (5) additional buy back days and up to ten (10) additional professional development days for new teachers prior to the first day of school.

## 6. Work Day:

a) The professional on-site work week shall normally be an average of thirty five (35) hours exclusive of at least ½ hour duty free lunch and shall include but shall not be limited to the student day, professional development time, preparation time, student supervision, parent and student conferences, and IEP, 504 and Student Study Team meetings. An additional two hours per month will be designated to support the operations and implementation of school policies and procedures to ensure the well-being of a school community. The two hours may be scheduled at the discretion of the site principal or designee. Attendance during this time is required and shall not be included in the average of on-site time per week.

b) In addition to the responsibilities in section 6a, the unit member will be required to participate in up to approximately 20 hours of after school related events in a school year which may include back to school night, open house, presentations of learning, math and literacy nights, academic and cultural events. The site principal or designee will determine mandated afterschool events and present them to the staff at the beginning of the school year. The site principal or designee may add additional mandated events after the start of the school year with reasonable notice to unit members. Events will be focused on community building and enhancing home school connection and they will be identified at the discretion of the site principal or designee. Unit members are strongly encouraged to attend other non-required after school events such as athletic games and other CNCA related events.

c) Except as provided herein, High School unit members will be scheduled for conference/planning time for meeting with parents, students, administrators or peer teachers as needed, and for completing required documentation of assignments. CNCA will make a good faith effort to assure that approximately 50% of contractual conference/planning time is teacher directed. In order to maintain Teacher Directed Time, unit members may request preferred scheduling, make-up prep time or reschedule meetings in order to prioritize required meetings such as SST's and/or IEP meetings where a family's or guardian's availability takes precedence. All teacher directed conference/planning time must take place on campus unless approved by the site principal. Unit members will be given a conference/planning period no less than 40 minutes on regular school days. Depending on the Master Schedule and number of teaching sections, in one semester (spring or fall) a unit member may be assigned conference/ planning time up to 210 minutes per week. Depending on the Master Schedule and number of teaching sections, in the other semester (spring or fall), the teacher may be assigned conference/planning time of up to 420 minutes per week. Conference/planning time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. CNCA will make a good faith effort to maintain planning time during shortened and minimum days, assembly schedules and other special schedules.

d) Middle School unit members will be given a conference/planning period not less than 40 minutes on regular school days. Conference/planning periods may entail meeting with parents, students, administrators or peer teachers as needed and/or completing assignment required documentation. CNCA will make a good faith effort to assure that approximately 50% of contractual conference/planning time is teacher directed. In order to maintain Teacher Directed Time, unit members may request preferred scheduling, make-up prep time or reschedule meetings in order to prioritize required meetings such as SST's and/or IEP meetings where a family's or guardian's availability takes precedence.. All teacher directed conference/planning time must take place on campus unless approved by the site principal. Conference/planning time may be cancelled due

to inclement weather, special schedules, or absences and will not be made up. CNCA will make a good faith effort to maintain planning time during shortened and minimum days, assembly schedules and other special schedules.

e) Elementary unit members will have no less than 120 minutes weekly of conference/planning time during weeks with regular school days. CNCA will make every effort to ensure this time is protected. Conference/planning periods may entail meeting with parents, students, administrators or peer teachers as needed and/or completing assignment required documentation. CNCA will make a good faith effort to assure that approximately 50% of contractual conference/planning time is teacher directed. In order to maintain Teacher Directed Time, unit members may request preferred scheduling, make-up prep time or reschedule meetings in order to prioritize required meetings such as SST's and/or IEP meetings where a family's or guardian's availability takes precedence. All teacher directed conference/planning time must take place on campus unless approved by the site principal. Conference/planning time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. Conference/planning time will be scheduled around facility and staffing availability. CNCA will make a good faith effort to maintain conference/planning time during shortened and minimum days, assembly schedules and other special schedules. Full time unit members will have a duty free lunch period not less than 30 minutes, except in the case of inclement weather or other emergencies when staff shortages exist as determined by the site principal or designee.

f) At a minimum unit members shall be present at least 15 minutes before the instructional day starts and shall remain at least 15 minutes after the instructional day ends. Unit members may be required to remain on site beyond these times when required to perform the duties in Section 6a and 6b. Accommodations may be made, with advance notice, at the discretion of the site principal or designee when unit member is performing duties pursuant to Section 6b.

g) Lactation Accommodations: CNCA accommodates lactating employees. For more information, please refer to California Labor Code Sections 1030 - 1034, CNCA Board policies, and the CNCA Employee Handbook for guidance regarding milk expression while at a CNCA school site or HSO.

7. Savings: If any provision of this Agreement should be held invalid by the final judgment of any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.
8. Statutory Changes: Except as provided in Article 25 Management Rights, the parties will agree on a negotiations date within thirty (30) days of the enactment of any state law that requires negotiations on a particular topic.
9. Grievance Procedure: A grievance is a claim by the unit member or the association that a provision of this collective bargaining agreement has been violated or misapplied with respect to that unit member, such that it resulted in an adverse consequence to the unit member. All other claims, such as violations of statute, individual employment agreements, charters, or employee handbooks, shall be outside the terms of this grievance procedure. Grievance procedures are confidential unless the unit member requests a confidentiality waiver. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance inarbitrable and shall be construed as a waiver of the party's rights under this procedure.

#### Step 1

#### Informal Resolution, Step 1:

A unit member shall notify their site principal or designee by email within seven (7) work days of the event or occurrence giving rise to a possible grievance, by briefly stating that a grievance may have occurred and a short factual description. The principal or designee shall respond within seven (7) work days of receipt of email. If the matter is not resolved within seven (7) work days of principal or designee's email response, the unit member shall proceed with Informal Resolution, Step 2.

#### Informal Resolution, Step 2:

Within seven (7) work days of the principal or designee's email response under Informal Resolution, Step 1, the unit member shall address the event or condition giving rise to the grievance with the principal or designee. The grievant may authorize the union representative to represent him/her. The principal or designee may request that such authorization be placed in writing.

#### Step 2

If the grievance is not resolved informally, a unit member shall present the grievance in writing to his/her/their Principal within ten (10) work days after meeting at Informal Resolution, Step 2. The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, including dates, names of witnesses, (3) the adverse consequence resulting to the unit member, and (4) the remedy requested by the grievant. The Principal shall meet with the unit member and shall provide a written response within seven (7) work days of the meeting.

#### Step 3

If the unit member is not satisfied with the response at Step 1, the unit member shall, within five (5) work days of service via certified US mail or personal service of the response at Step 1, notify the Chief Executive Officer that a grievance has been denied or unresolved by the site principal, using the Notification of Grievance Form available in the main office of all campuses. The Step 2 grievance shall specifically state any portions of the Step 1 response disputed by the grievant. The Chief Executive Officer will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. If not resolved, the Chief Executive Officer shall provide a written response within seven (7) work days of the meeting.

#### Step 4

If the unit member is not satisfied with the response at Step 2, the unit member shall notify the full CNCA Board of Directors by US mail within five (5) work days of service via certified US mail or personal service of the Chief Executive Officer's written response at Step 2, that a grievance is pending, using the Notification of Grievance Form available in the main office of all campuses.

The CNCA board or its designated subcommittee shall meet within twenty-five (25) work days of receipt of the Step 3 Notification of Grievance Form. Each party will have one hour each to present all arguments and documentation, including witnesses, to the Board. Failure to appear before the Board shall be a waiver of all rights under the grievance procedure.

Alternatively, the CNCA Board may direct this matter to be heard and settled by an external arbitrator selected by the Board. If the CNCA Board chooses to hear and settle the matter without arbitration, the Board's decision is final and no further action is available under this grievance procedure. If the matter is referred to an arbitrator, the arbitrator's decision is final, provided, however that an outside arbitrator shall not have jurisdiction to make any monetary award in excess of \$2,500.00, nor shall the unit member have the authority to reinstate a terminated unit member.

A written decision made by the Board or Arbitrator shall be rendered within ten (10) working days of the completion of the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision will be made within ten (10) work days of the last committee hearing, or as soon thereafter as is practical.

10. Complaints:

1. Definition: Complaints are defined as verbal or written complaints made against a unit member.

2. Process:

- a) Whenever possible and if appropriate, complainants are encouraged to resolve concerns with the unit member directly or through mediation with the site leader or their designee.
- b) In the absence of an informal resolution, the complainant may direct the complaint to the unit member's supervisor.
- e) Unit members shall normally be notified of the general nature and existence of a complaint within five (5) work days of the complaint being received by CNCA.
- d) CNCA shall investigate the complaint in accordance with the law, providing both parties an opportunity to respond to the complaint.
- e) Depending on the nature of the complaint, a unit member may be placed on administrative leave until an investigation is completed.
- f) Complaints shall be kept confidential to the extent permitted by law.
- g) Unit members will have an opportunity to respond prior to the complaint being referenced in an evaluation or formal reprimand, or being used as evidence in a hearing pursuant to Article 19. The Unit Member may request their response be included as evidence in evaluation or formal reprimand, or hearing pursuant to Article 19.

3. Resolution:

- a. CNCA shall attempt to resolve the complaint within 30 days. Unit members will be notified if the timeline must be extended.
- b. Complaints regarding alleged sexual or other illegal harassment under applicable Federal and State laws shall follow the complaint procedures set forth in Board Policy 4119.11

If the nature of the allegations is such that they warrant referral to an outside agency for investigation and consideration of criminal action, the foregoing steps may be waived or deferred.

11. Personnel Files: Unit members have the right to inspect certain personnel file documents, as provided by law, in the presence of a CNCA representative at a mutually convenient time. No copies of documents may be made, with the exception of documents that the employee has previously signed. The unit member may attach a response to any disputed item in the file within 10 work days of notification that the item will be placed in the file.

CNCA will restrict disclosure of the unit members' files to authorized individuals within CNCA. Any request for information contained in the personnel files must be directed to the Principal. Only the Principal, Chief Executive Officer or Vice President of Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited as provided by law.

12. Class Size: CNCA will make a good faith effort to implement the following class sizes- An average of 24:1 in TK-3, 30:1 in grades 4-12. Where CNCA is not able to implement class sizes after the fourth week of the school year, the Principal will meet with the affected teacher to review options to support instruction, given the size of the class, including, but not limited to, additional materials and supplies, including ordering additional textbooks within 5 business days for each additional student, or other support that the Principal may be able to provide. Physical



education or elective classes may exceed the specified average. If a class size increases over 25% of the average class size at a Public School Choice school, the principal will meet with the affected teacher and will provide additional support which may include, but is not limited to, combination class or additional staff support. Physical education or elective classes may exceed the specified average.

13. Organizational Security:

13.1 Dues Deduction

13.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the CNTA. The HR Department shall deduct other voluntary payments as authorized by unit members and the CNTA. CNTA members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the CNTA to the Board, shall be increased or decreased without re-solicitation and authorization from unit members.

13.1.2 Any unit member who is a member of the CNTA or who has applied for membership may sign and deliver to the HR Department an assignment authorization deduction of membership dues, initiation fees, and general assessments of the CNTA. Pursuant to such authorization, the HR Department shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. 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.

13.1.3 With respect to all sums deducted by the Board pursuant to Section 12.1.1 above, the Board agrees to remit such moneys promptly to the CNTA accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

14. Maintenance of Membership

14.1.1 The CNTA and the Board agree that any unit member who is a member of the CNTA 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/his/their 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 CNTA with a lump sum cash payment of dues for the year, the Board shall deduct membership dues in the same manner set forth above.

15. Agency Fee: Any unit member who does not submit an application for CNTA membership upon being hired by CNCA or at any time during their employment with CNCA shall not have membership or agency fee dues deducted from their pay.

16. Termination of Employment:

(a) Dismissal for Cause during the Term of an Individual Employment Contract

Camino Nuevo Charter Academy may immediately terminate an employee for cause during the term of an individual employment contract. The employee may present a grievance in writing pursuant to Article 9 of this Agreement initiating at step 2 within 5 work days of service via certified US mail or personal service of written notice of termination if the unit member contends that the dismissal is not in accordance with this article. The

decision of the CNCA Board shall be final. This procedure applies only to dismissal for cause as described herein, and shall not be applicable to the determination that an individual employment contract will not be renewed, nor shall it be applicable to a reduction in force. For the purposes of this Agreement "Cause" will be solely as interpreted by the Chief Executive Officer, Principal or his/her/their designee and will include the following reasons:

- a. Dishonesty, to include theft or falsifying information.
- b. Unsatisfactory performance, as defined by the Professional Evaluation Rubric, provided employee has been given written notice of the deficiency and has been given thirty (30) days to cure the deficiency. The Administration will provide a written support plan outlining the resources offered to the employee during the 30-day period.
- c. Unfit for service, including documentation of the inability to appropriately instruct or associate with children or students.
- d. Refusal to comply with or support any regulation or law of the state of California or refusal to comply with or support any policy or procedure of CNCA.
- e. Immoral conduct or a conviction of a felony or of any crime involving a minor or moral turpitude.
- f. Unlawful discrimination, including harassment of students or other employees.
- g. Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties at school or when supervising students on or off campus.
- h. Gross negligence leading to the endangerment or harm of a child or children.
- i. Conviction of any drug offense enumerated in Education Code section 44011 or any sex offense enumerated in Education Code section 44010.
- j. Unprofessional Conduct.
- k. Failure to maintain all teaching credentials and certifications required by the employer.
- l. Unauthorized absence, absence and/or repeated tardiness without authority or sufficient reason.
- m. Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or failure to report to duty for three (3) or more working days without prior notification and authorization of such absence.
- n. Insubordination (including but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
- o. Negligent or willful damage to CNCA property or waste of CNCA supplies or equipment; unauthorized use of CNCA property for private purposes.
- p. Engaging in unauthorized political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Board of Trustees.
- q. Abuse of leave privileges, including excessive tardiness, excessive absences or a pattern of absences for trivial indispositions, misuse of sick leave.
- r. Discourteous, offensive or abusive conduct or language towards other employees, students or the public.
- s. Unauthorized release of confidential information, as defined by law, from official CNCA records.

Basic responsibilities include, but are not limited to:

1. Teachers are expected to aspire to excellence in all areas specified by the California Standards for the Teaching Profession and the quality of their instruction will be evaluated in light of those standards.
2. Teachers will regularly provide written documentation of professional lesson planning in line with the state content standards and CNCA's expectations, including a year-long pacing plan that will be submitted no later than October 1.
3. Teachers will work collaboratively with parents, administrators and other colleagues. Team teachers are expected to have a shared discipline strategy, common class rules, and to coordinate content instruction whenever possible.
4. Teachers will create powerfully engaging curriculum designed to move students towards meeting the specific standards and content outlined by the California State Standards and defined by clear, specific, written criteria communicated to students.

5. Teachers are expected to keep detailed documentation of their efforts to create consistent and meaningful communication with parents and a wide variety of strategies designed to promote academic success for all students.
6. Teachers are expected to have a coherent plan for classroom discipline and to keep clear and specific documentation of all intervention taken to correct student behavior before referring a student out of class.
7. Teachers are expected to maintain high-quality records for attendance and coursework, and to submit completed report cards and school-wide assessment records on time.
8. Teachers are expected to take responsibility for their own Professional Growth and evidence of growth will be part of the teacher evaluation process in the framework of year-long goals.
9. Teachers are expected to employ a wide variety of teaching methods designed to create opportunities for deep understanding and differentiated instruction for all levels of ability within a class, including serving students identified with special needs.
10. Teachers will create and maintain a nurturing and engaging classroom environment.
11. Teachers are expected to support CNCA's mission, vision and policies and to promote and enforce the same.
12. Teachers are responsible for all other tasks related to improving student achievement and offering powerful learning opportunities.
13. Teachers are expected to effectively implement department, school or organization wide initiatives.

(b) Conclusion of Contract Employment

CNCA may, in its discretion, decline to renew individual employment contracts by providing written notice of nonrenewal by May 15<sup>th</sup> of the year in which the contract expires. Unit members who have been employed as teachers at Camino Nuevo for three years of full-time certificated service who have not served under a performance improvement plan in the last three years, and whose three most recent years of performance evaluations are satisfactory or better (no ratings of P or L) shall, upon the expiration of their current contract, be offered a two-year employment contract, absent nonrenewal or revocation of the charter or reduction in force. Receipt of a performance improvement plan during the term of such contract shall automatically reduce the term of the two-year contract to the current school year. CNCA may, in its discretion, offer unit members on an improvement plan an individual employment contract for a term of one year or not offer a contract at all for the following school year. A determination of nonrenewal of an individual employment contract shall be final and shall not be subject to the grievance procedure.

(c) Nonrenewal or Revocation of Charter

All individual employment contracts shall automatically terminate upon the non-renewal or revocation of any charter of CNCA. This section shall not be subject to the contractual grievance procedure.

(d) Reduction in Force

Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Notice of layoff for the subsequent year shall be sent to unit members by May 15<sup>th</sup>. For layoffs occurring during the school year, unit members will receive 30 day notice of lay-off and a one (1) month severance payment. This benefit does not apply to unit members provided with a lay-off notice by May 15 for the following school year.

If layoffs take place, the following criteria shall be considered:

- Legal requirements and qualifications
- Performance evaluations
- Expertise and relevant experience

The decision of the Chief Executive Officer is final and not subject to the grievance procedure.

17. Retirement: All eligible unit members shall participate in STRS pursuant to the existing agreement between CNCA, LACOE, and STRS.
18. Assignments and Transfers: CNCA reserves the right to assign and transfer unit members as it deems necessary to meet the needs of CNCA educational programs. This Article shall not be subject to the contractual grievance procedure.
19. Evaluation:

A CNCA Unit Member's professional responsibility is to educate students in a college preparatory program to be literate, critical thinkers and independent problem solvers who are agents of social justice with sensitivity toward the world around them. In an effort to create a professional culture that supports Unit Member growth, we seek to consistently implement the evaluation process across all CNCA schools.

#### Grievance:

- The judgment of the evaluator shall not be subject to the contractual grievance procedure.
- Alleged violations of the evaluation process may be subject to grievance procedures per article 9.

#### Process of Evaluation:

Unit Member performance will be evaluated on an ongoing basis during the contracted year using the CNCA Teacher Growth Tool, based on the CNCA teacher job description and the Danielson Framework for Teaching. It is the goal of this process for every Unit Member to demonstrate proficiency in all standards.

Informal observations: Evidence via the CNCA Teacher Growth Tool is based on evidence gathered through ongoing informal observations by the site leader or their designee and the Unit Member's evaluator (i.e., primary coach), as well as through the collection of additional artifacts (e.g., lesson plans, assessments, student achievement data, etc.). The number of informal observations Unit Members receive per year is differentiated based on Unit Member experience and performance. However, at a minimum, all Unit Members will receive 3 informal observations per semester.

Observations shall include a variety of instructional spaces and times, and each of the required minimum number of observations will be at least ten (10) minutes in duration. Additional pop-in observations may be shorter. Unit Member will receive timely feedback from their evaluator following all classroom observations. Both scheduled and unscheduled observations are anticipated; when possible, Unit Member and their evaluator may confer regarding scheduled observations to maximize each person's efficiency.

Evaluation: The number of evaluations Unit Members receive per year is differentiated based on Unit Member experience and performance. However, at a minimum all Unit Members will receive one end-of-year evaluation by May 1<sup>st</sup>.

When a deficiency (defined as "unsatisfactory" or "developing" on the CNCA Teacher Growth Tool scores) is noted at any time in the year the Unit Member will be notified in a timely manner and provided guidance to correct the deficiency. When deemed necessary and appropriate by the evaluator, a noted deficiency (/ies) may require an improvement plan and/or disciplinary memorandum.

#### Improvement Plan

- An improvement plan may be developed at any time during the school year
- If the evaluator determines that an improvement plan is necessary at the mid-year evaluation, a plan shall be created within 2 weeks of the mid-year evaluation (see Exhibit F).

- CNCA may modify these timelines due to extenuating circumstances such as employee leaves, natural disasters, death, etc.
- See specific Evaluator duties listed, below.

Unit Member Will:

- Implement duties as outlined in such documents as in the CNCA job description, the CNCA Teacher Growth Tool, and the California Standards for the Teaching Profession.
- Adhere to timelines set in this process for improving areas identified for growth and take responsibility for corrective action
- Have the right to attach a statement to any performance review

Evaluator Will:

- Notify the Unit Member if evaluator is other than the site principal by September 15<sup>th</sup>
- Create a system for internally collecting and sharing with the Unit Member ongoing evidence of teaching practice
- All evaluations will typically include examples of strengths, weaknesses and areas of concern supported by a collection of quantitative and qualitative measures including but not limited to benchmarks, coaching meetings, observations and contributions to the school community, where possible.
- Document findings of growth. Notify the Unit Member if an area of growth is observed and provide recommendation/s for support, which may include coaching, release time, classroom observations, or other resources
- Notify the Unit Member in a timely manner when a deficiency is observed.
- Identify the areas of deficiency based on the CNCA Teacher Growth Tool and maintain records of support provided to the unit member during the period of improvement.
- Establish goal(s) with the unit member to address the area(s) of deficiency, including periodic coaching meetings to ensure that the affected unit member is on the recovery path.
- Provide coaching specific to achieving the goal(s) or addressing area(s) of deficiency including but not limited to lesson planning, providing additional resources, modeling, professional development, etc.

20. Negotiations: Article 22 Compensation and Article 23 Benefits may be reopened by CNTA for the 2022-2023 school year by presenting reopener proposals to the Board by May 1, 2022. There shall be no other reopeners by either party for the term of this Agreement.. Successor contract proposals from the Association shall be presented to the Board by May 1, 2023.

21. Leaves:

General:

Unit members are responsible for requesting and obtaining approval of leaves in advance except as described herein. In taking a leave, the unit member warrants that it will be used for the purpose which is authorized and requested. No leave may be utilized for purposes of a strike, sickouts or any other concerted activity. The Association acknowledges its affirmative obligation to notify member that such activities are a prohibited use of sick leave, and subject to payroll deduction and discipline. The unit member must notify their supervisor and/or principal in writing as soon as the unit member becomes aware of a need for a leave of absence. The leave will be considered in accordance with applicable law and policies. If leave is granted, the unit member must comply with the terms and conditions of the leave, including staying in touch with the principal during the leave and giving prompt notice if there is any requested change in return date.

During the leave, the unit member may not accept other employment or apply for unemployment insurance. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with CNCA. Benefits do not accrue when a unit member is on an unpaid leave of absence.

Unit Members must work a minimum of 75% of the work year, in a full time capacity, in order to earn a full year of service credit on the CNCA Salary Table.

a. Sick Leave:

Sick leave may be taken only for the bona fide illness, including mental health or injury of the unit member, except as provided herein.

Upon hire, unit members will receive three (3) sick days. Starting in month four of employment, sick leave accrues at the rate of one (1) sick day for every thirty (30) full days of contracted employment up to a maximum of eleven (11) days in a contract year. If the unit member is offered a contract for the following school year, all remaining accrued sick days shall automatically roll over to the following contract year, provided that there is no break in service and provided that no unit member accrues more than forty five (45) days of sick leave at any time. Upon reaching forty five (45) days of sick leave, accrual of sick leave shall cease, and shall resume when the unit member's total falls under forty five (45). Sick leave may only be taken for an employee's own illness, including mental health or injury, or that of an employee's immediate family member. A unit member requesting the use of his/her/their sick leave to care for a member of the immediate family must, prior to beginning the leave, provide written verification from the immediate family member's treating physician certifying that because of the immediate family member's serious illness or injury, it is necessary for the unit member to be absent from work in order to provide care. The verification must state the probable duration of the need for the unit member's care for the immediate family member's condition, the dates the patient was treated for the condition, and whether the need for care by the unit member is continuous or intermittent. Such request and verification shall normally be provided 10 work days prior to the beginning of the unit member's absence to allow approval by the HR Department. If the request is denied, the unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (please refer to Exhibit E). Approval on appeal of such a request is at the discretion of the Chief Executive Officer and based solely on the CEO's evaluation and shall not set a precedent.

CNCA does not accept sick leave days from previous employers.

Unit members may request to donate accrued sick leave for other unit members or staff members. The donation of sick leave is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days the unit member may donate or receive in one calendar year is 10 (ten) days. The approval of the time off request to be covered by the donated time will be at the discretion of the site principal or designee as outlined in this article.

Donated sick days can be used for:

- **Medical emergency**, defined as illness, including mental health, or injury, condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Unit members who wish to donate sick leave days must complete the process specified in Exhibit H which may be submitted for approval to the HR Department. If the request is denied, the unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (please refer to Exhibit E). Approval of such a request is at the discretion of the Chief Executive Officer and based solely on the CEO's evaluation and shall not set a precedent.

Sick leave is not for personal absences, except as expressly provided in this Agreement. Time off for medical and dental appointments will be treated as sick leave. Sick leave accrues only to regular unit members, and not to temporary unit members. Unit members on contract for less than full-time accrue sick leave as stated herein on a pro-rata basis.

There is no payoff for unused sick leave on termination from Camino Nuevo Charter Academy.

Certification by the unit member's health care provider is required for absences of three (3) or more consecutive work days or for intermittent absences due to any reason (this includes leave taken for the care of an immediate family member- see requirements above). However, CNCA may also request such certifications in situations where it is determined that it is warranted per the CNCA Employee Handbook. The provider's health care certification is also required prior to reinstatement where otherwise required by the school. It is the unit member's responsibility to apply for any disability benefits for which the unit member may be eligible as a result of disability, including California State Disability Insurance, workers' compensation insurance, and any disability benefits for which the member may qualify.

A certification is a written statement from the physician or health care provider (1) confirming that the employee was ill and unable to work on the dates specified in the certification, and (2) specifying the date when the employee is released to return to work. In the case of the illness of a member of the immediate family, the certification must specify the name of the family member and the probable duration of the need for the unit member's care for the immediate family member's condition, the dates the patient was treated for the condition, and whether the need for care by the unit member is continuous or intermittent.

Sick leave may not be used to take a vacation, extend a break period or holiday. Sick leave may not be used during holidays, vacation, or hours of work outside a unit member's regular schedule. At no time will a unit member be paid sick leave in an amount that exceeds his/her/their regular compensation. Any misuse of sick time will be disciplined up to and including termination. Sick leave does not accrue during unpaid leaves of absence.

CNCA will comply with state and federal laws requiring notification of sick leave accruals.

b. Vacation:

Unit members do not qualify for accrual or use of vacation time.

c. Workers' Compensation Disability Leave:

(1) Employee Eligibility

CNCA will grant workers' compensation disability leave in accordance with state law for an occupational illness or injury accepted by the school's carrier. As an alternative, CNCA may offer modified work. Leave taken under the workers' compensation disability policy runs concurrently with family/medical leave under both federal and state law.

(2) Notice & Certification Requirements

Unit members must report all accidents, injuries, and illnesses, no matter how minor, to their

immediate supervisor, and must also provide CNCA with a health care provider's statement certifying any work-related illness or injury, inability to work, and the expected duration of the leave.

(3) Compensation during Leave

Compensation for lost earnings due to a workers compensation disability leave will be paid by the company's workers' compensation insurance carrier according to California law. Unit members may also utilize accrued paid time off during the leave, to supplement any workers' compensation benefits, state disability, or other wage reimbursement benefits for which the unit member may be eligible. At no time will a unit member receive a greater total payment than regular compensation.

(4) Benefits during Leave

If a unit member is eligible for family/medical leave under the federal or state family/medical leave laws, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage provided before the leave on the same terms as if the unit member had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if the unit member does not return to work following workers' compensation disability leave.

If a unit member is not entitled to continued paid coverage, the unit member may continue group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. Unit members should contact their supervisor for further information.

(5) Reinstatement

Upon the submission of a medical certification that unit member is able to return to work, the unit member will be reinstated in accordance with applicable law. If disabled due to an industrial injury, CNCA will attempt to accommodate the unit member. If the unit member is returning from a workers' compensation disability leave that runs concurrently with a family/medical leave, then the provisions of the family/medical leave policy will also apply.

d. Family/Medical Leave:

CNCA will grant family/medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, Employees will be eligible for the most generous benefits available under either law.

Employees must contact their supervisor on becoming aware of the need for a family/medical leave. The following is a summary of the relevant provisions.

(1) Employee Eligibility

To be eligible for family/medical leave benefits, the unit member must: (1) have worked for CNCA for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a facility that employs at least 50 employees within a 75 mile radius.

Eligible employees may take up to a maximum of 12 work weeks of unpaid family/medical leave within a 12-month period. A 12-month period begins on the date of the Employees' first use of federal family/medical leave. Successive 12-month periods commence on the date of an Employee's first use of family/medical leave after the preceding 12-month period has ended.



Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child, or parent) with a serious health condition; or (3) to take medical leave when the Employee is unable to work because of a serious health condition. Under some circumstances, Employees may take family/medical leave intermittently—which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. A pregnant employee may have the right to take a pregnancy disability leave in addition to a family/medical leave.

Certain restrictions on these benefits may apply.

(2) Notice & Certification

To take family/medical leave, a unit member may be required to provide:

- a. 30-day advance notice when the need for leave is foreseeable;
- b. Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
- c. Periodic re-certification; and
- d. Periodic reports during the leave.

When leave is needed to care for a spouse, child, registered domestic partner or parent or the member's own serious health condition, and is for planned medical treatment, the unit member must try to schedule treatment so as not to unduly disrupt CNCA's operation.

(3) Compensation during Leave

Family/medical leave is unpaid. CNCA may require the unit member to use accrued paid leave to cover some or all of the family/medical leave. The use of paid time off will not extend the length of a family/medical leave.

(4) Benefits During Leave

CNCA will maintain, for up to a maximum of 12 workweeks of family/medical leave, any group health insurance coverage that was provided before the leave on the same terms as if the unit member had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if the unit member does not return to work following family/medical leave for at least 60 days.

If a unit member is on family/medical leave but not entitled to continued paid coverage, the member may continue group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payment to CNCA for the amount of the relevant premium.

(5) Job Reinstatement

Under most circumstances, upon return from family/medical leave, the unit member will be reinstated to his/her/their previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family/medical leave, the unit member has no greater right to reinstatement than if the unit member had been continuously employed rather than on leave. For example, if the unit member would have been laid off had the unit member not gone on family/medical leave, or if his/her/their position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.

If the unit member is returning from family/medical leave taken for his/her/their own serious health condition, but is unable to perform the essential functions of his/her/their job because of a physical or mental disability, CNCA will attempt to reasonably accommodate the unit member. Use of family/medical leave will not result in the loss of any employment benefit that earned before using family/medical leave.

e. Pregnancy Disability Leave:

1. Employee Eligibility

CNCA will grant an unpaid pregnancy disability leave for disability due to pregnancy, childbirth, or a related medical condition.

2. Leave Available

A unit member disabled due to pregnancy, childbirth, or a related medical condition may take up to a maximum of four months leave. As an alternative, CNCA may transfer the unit member to a less strenuous or hazardous position if so requested, with the advice of the unit member's physician, and if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family/medical leave under federal law.

3. Notice and Certification Requirements

A unit member must provide CNCA with reasonable advance notice of the need for a pregnancy disability leave. In addition, the unit member must provide CNCA with a health care provider's statement certifying the last day of work and the expected duration of the leave.

4. Compensation During Leave

Pregnancy disability leaves are without pay. However, a unit member may utilize any accrued paid time off during the leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that the unit member may receive. At no time will the unit member receive a greater total payment than their regular compensation.

5. Benefits During Leave

An employee who is also eligible for federal or state family/medical leave, CNCA will maintain, for up to a maximum of 16 work weeks, any group health insurance coverage provided before the leave on the same terms as if the member had continued to work. CNCA may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave for at least 60 days.

If the unit member is on pregnancy disability leave but does not receive continued paid coverage, the unit member may continue group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium.

## 6. Reinstatement

Upon the submission of a medical certification from a health care provider that the unit member is able to return to work, the unit member will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, the employee will not be entitled to any greater right to reinstatement than if the unit member had been employed continuously rather than on leave. For example, if the unit member would have been laid off if the unit member had not gone on leave, then the unit member will not be entitled to reinstatement.

If on the unit member's return from a pregnancy disability leave the unit member is unable to perform the essential functions of the job because of a physical or mental disability, CNCA will attempt to accommodate the unit member.

### f. Personal Leaves of Absence:

After one year of employment, a personal leave of absence without pay for up to 30 days may be granted at the discretion of CNCA. Requests for personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that CNCA does not guarantee reinstatement following a personal leave. However, CNCA will offer Employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

### g. Disability Leave:

Consistent with state and federal disability laws, CNCA may provide a limited leave of absence from work to qualified disabled employees who need time away from work as a form of reasonable accommodation. CNCA may require the employee to provide additional information and documentation in order to determine whether to provide the accommodation.

CNCA will not grant a leave of absence as a form of accommodation, where the absence will cause an undue hardship.

### h. Funeral and Bereavement Time Off:

Any Employee may take up to three consecutive workdays off with pay following the death of an immediate family member of the Employee's or the Employee's current spouse or registered domestic partner. Funeral or Bereavement time will be paid on a pro-rated basis for those employees that work less than Full Time. "Immediate family" is defined at Article 3, section h. The Principal may also approve additional unpaid time off. Verification of the need for bereavement leave shall be provided to the site administration on request.

### i. Personal Necessity Leave:

Unit members may use up to five (5) sick days per school year for a personal necessity of compelling personal importance defined herein that cannot be dealt with during the unit member's regular work day. No more than two (2) personal necessity days may be used consecutively.

Advance approval from the Principal shall not be required for personal necessity absence due to: (1) death in the immediate family; or (2) a serious accident or emergency of the unit member or of a member of the unit member's immediate family.

Personal necessity as set forth in this section may be used with the advance permission of the Principal:

- for a bona fide religious observance
- for a court appearance where the employee is a litigant
- for the serious illness or hospitalization of a member of the unit member's immediate family
- for other matters of compelling personal importance that cannot be dealt with outside the work hours

Personal necessity shall not be used:

- to extend a break period or holiday
- for any concerted activity, including work slowdown, work action, or strike
- for Association business
- on any testing, parent conference, school program, or professional development day

Unit members returning from personal necessity leave shall complete a written absence report verifying the reason for the personal necessity absence.

j. Association Leave:

The Association may request up to 15 days per year of release time for lawful union business other than negotiations or a grievance hearing scheduled with the employer, provided the timing of the leave does not, in the opinion of the Chief Executive Officer, interfere unnecessarily with the instructional program and that no one person uses more than 10 days per year. The Association shall notify the HR Department and reimburse CNCA in a timely manner, not to exceed 60 days from billing date, for all costs associated with obtaining substitute coverage for the absence.

- k. CNTA Executive Board (not to exceed six (6) officers) may be released the same full work day up to one full day per quarter to attend CNTA Meetings (up to 4 days total per school year). The CNTA Executive Board and all CNTA site representatives may be released up to one full day per semester (up to 2 days per school year). Release days will be communicated annually to site leaders by September 1. Such released time shall be limited to one (1) meeting per quarter.

Association Leave shall not be scheduled during the first or last week of a semester, during parent conference weeks, staff development days, or during student testing dates. Release dates communicated to site leaders by September 1 shall take priority over later scheduled conflicting obligations except in case of an emergency or a request by the CEO. Association leave shall not negatively impact job duties as a teacher.

CNTA shall pay CNCA the full cost of each member's compensation (including the employer's STRS contribution) for each day of absence under this section within 30 days of receiving CNCA's certification of payment to the employee. CNCA shall pay for substitute coverage

I. Jury Duty Leave:

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.

The unit member shall notify his/her/their 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. Employee required to report for duty shall request a substitute teacher and have lesson plans in place.

All per diem fees received for jury service are to be submitted to the CNCA Director of Human Resources or designee.

Upon unit member’s return to work from jury duty, the unit member 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.

22. Compensation: CNCA acknowledges the importance of paying teachers competitive compensation within the fiscal resources of CNCA.

a. As of July 1, 2021, all cells in the salary schedule, exclusive of stipends, differentials and daily rates, shall be increased. These increases are reflected on the attached table as Exhibit C.

b. New teachers shall submit official transcripts and verification of experience letters to the Human Resources Department within 30 calendar days of employment. Initial salary placement may be modified based on receipt of the official records.

c. Stipends & Differentials

1. National Board Certification	\$2000
2. National Board Certification reimbursement (Upon completion and certification)	\$1000
3. BCLAD(Spanish) (not in a bilingual teaching assignment)	\$500
4. BCLAD (Spanish) (in a TK-5 bilingual teaching assignment*)	\$2000

-Elective Teachers, Teachers who teach a Spanish elective, and or foreign language will not qualify for this stipend.

5. Coordinator**	\$2000
6. Leadership stipend (IPC, ELT, athletic coach)	\$1000
7. Buy back day (Mandatory)	\$300
8. Overnight Pay for school sponsored field trips	\$200/night

Unit members will qualify for Overnight Pay and Professional Work Day Pay for all school sponsored field trips scheduled on a non-work day.

9. Professional work day*** (Optional)	\$200
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\* Bilingual assignment is defined as a teacher who is teaching in Spanish for an average 30% or more of the instructional day.

\*\* Principals will identify coordinator position, develop job posting and share posting with certificated staff. Please refer to Exhibit G for a general description.

- \*\*\* Professional work days assume a full day or an hourly rate of \$40 for up to five (5) hours and are approved by the site principal and may include team planning, curriculum development, committee work or work related to supporting school wide initiatives.

Opportunities for which stipends are offered shall be made available upon reasonable notice by site principal or designee to all unit members at their site and shall be assigned following a reasonable application process. Stipends shall only be paid upon satisfactory performance of the duties associated with the position. Stipend recipients will be selected by site principal or designee.

Stipends and differentials are paid in two (2) installments. 50% of the stipend amount is paid by December 15th and the remaining portion is paid by June 30th, unless otherwise authorized by Site Principal and approved by HR

- d. Units: Salary units will be reviewed three (3) times a year at the beginning of August, October and February. Original transcripts must be submitted for review by the first of the respective month. Notification of units approved will be made within 28 calendar days. Units must be awarded by an accredited graduate school of education in the United States. Units that will be awarded for purposes of placement on the Salary Schedule (Exhibit C) include the following:
1. Graduate level units from an accredited college or university in the United States that are related to the unit members teaching assignment, including but not limited to all Multiple-Subject CSET subjects, electives/specials, inclusion, or socio-emotional learning.
  2. Graduate level units from an accredited college or university in the United States leading to additional certifications such as, but not limited to, early childhood education permits, BCLAD and EL authorizations.
  3. Graduate level units earned through participation at education conferences and/or professional development opportunities such AP conferences, Bilingual Education Conferences, etc.

All requests must be submitted to the HR Department for review and approval by the deadline. If a request is denied, the unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (refer to Exhibit E). Approval of such units is at the discretion of the Chief Executive Office and based solely on the CEO's evaluation of the value of coursework for current instructional needs, and shall not set a precedent for future acceptance of units. Any adjustments will be retroactive to the first of the applicable month as referenced above.

Units received from a college or university on a quarter system shall be multiplied by a factor of 0.66 to equate to semester units. Salary classification is determined by the number of semester units and verified years of full-time teaching experience on the CNCA Salary Schedule.

- e. Opportunities for hourly compensation outside of the contractual work day, such as teaching summer school or afterschool intervention, shall be made available upon reasonable notice by site principal or designee to all unit members at their site and shall be assigned following a reasonable application process. Employment for hourly compensation outside of the contractual work day will be determined by the site principal or designee.
- f. Teacher retention incentives:
- i. Longevity bonus \$1000  
A longevity bonus of \$1000 shall be awarded after the completion of the first five (5) full (August to June) consecutive school years of service at CNCA. Thereafter, a longevity bonus of \$1000 shall be awarded after the completion of every three (3) full (August to June) consecutive school years of services at CNCA.

- g. Teacher Induction: CNCA shall reimburse unit members up to a total of \$4,500 for the cost of tuition for completing a California approved induction program to clear their California teaching credential. The amount will be reimbursed over a period of three years on the following schedule:
- 50% of the total cost will be reimbursed for tuition upon the completion of the first year of induction while employed at CNCA.
  - 25% of the total cost will be reimbursed for tuition upon the completion of the second year of induction while employed at CNCA.
  - 25% of the total cost will be reimbursed for tuition at the completion of the 3rd year of employment at CNCA after completing induction.

The unit member shall provide written certification by June 30<sup>th</sup> of each year of induction to the Human Resources Department, satisfactory to CNCA of meeting the completion requirement and of actual payments. All tuition reimbursements will be processed by September 30<sup>th</sup> of the following school year. Any unit member who does not return to CNCA after year one (1) or year (2) of the induction program, is ineligible for tuition reimbursement.

Separation of employment:

- In the event of a separation of employment, the unit member will be responsible for the remaining balance of tuition for the Induction Program.
- If a unit member resigns mid-year, no amount will be reimbursed for that year.
- If a unit member is dismissed for cause, no amount will be reimbursed for that year.
- If a unit member is dismissed due to a reduction in force or non-renewal, unit member will be reimbursed a prorated amount of tuition up to the date of separation.

- h. TK Certification: SB 876 added additional requirements for TK teachers. Pursuant to EC 48000(g), a school district or charter school shall ensure that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2020, one of the following:
1. At least 24 units in early childhood education, or childhood development, or both.
  2. As determined by the local educational agency employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in bullet 1.
  3. A child development teacher permit issued by the California Commission on Teacher Credentialing (CTC).

CNCA shall reimburse unit members, in a TK assignment, up to \$1,000 for the cost of tuition for meeting this TK requirement. Unit members will receive reimbursement in increments of 50% upon completion of 12 units and the remaining 50% upon completion of 24 units.

The amount will be reimbursed based on the timeline above, once the educational requirement has been satisfied. The unit member shall provide written certification to the Human Resources Department within 60 days of the requirement being met for processing. Any requests received after 60 days will be denied, except for those unit members who have completed or embarked on the certification process with CNCA between 2018 and July 1, 2021, and are still actively employed by CNCA as of July 1, 2021.

23. **Benefits:** CNCA shall provide full-time, eligible unit members with a health policy including comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. Certificated employees are covered the first of the month following 30 days of employment. If eligible, as part of the compensation for health insurance, CNCA will pay a monthly amount towards the health premium as follows: \$350 monthly for those unit members who choose individual coverage; \$475 monthly for those unit members who choose coverage for themselves and one dependent (as eligible per state and federal guidelines); \$600 monthly for those unit members who choose coverage for themselves and two or more dependents (as eligible per state and federal guidelines), otherwise referred to as "Family" coverage. CNCA will make a prorated payment for certificated unit members if they work at least half time but less than full time.

If the annual premium exceeds the monthly allotment, CNCA will pay 50% of the cost above the eligible allotment for the selected plan. The remainder of the premium cost will be deducted from the unit member's paycheck as a condition of receipt of benefits. None of the unused benefits allotment will be reimbursed to a unit member.

Full time, eligible unit members who waive all health and welfare benefits will be entitled to a \$1000 benefits stipend at the end of the contract year. Full time, eligible unit members who waive medical benefits, but accept vision and/or dental insurance will be entitled to a stipend in the amount of \$1000 minus the total cost of benefits received.

CNCA will set an annual meeting with the broker for health insurance for CNTA bargaining unit employees to review costs and benefit plans. CNTA may appoint a member of its Executive Board to attend the annual meeting with CNCA and their health insurance broker.

24. **Assignability:** This agreement shall not be assignable upon dissolution or revocation of the charter or any other change in the form of the organization.

25. **Management Rights:**

A. The following is a statement of CNCA's rights. CNCA rights listed in this article are in addition to all rights granted by law. Matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and also all rights and matters not limited by other provisions of this Agreement are reserved to CNCA. Reserved rights include, but are not limited to, the exclusive right to determine, implement, modify or discontinue, any of the following, subject only to the other provisions of this Agreement.

1. The legal, operational, and organizational structure of CNCA, including the chain of command, division of authority, organizational divisions and subdivisions, and advisory commissions and committees;

2. The financial structure of CNCA, including all sources and amounts of, income, taxes and debt, 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 timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;

3. The acquisition, disposition, number, location, and utilization of all CNCA schools and properties, including all facilities, grounds, parking areas and other improvements, and the personnel, work, and activity functions assigned to such schools and properties;

4. All services rendered to the public and to CNCA 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 including educational, support, maintenance and repair services;

5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is also done by unit members, and the methods of selection and assignment of such personnel;

6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such matters;

7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of CNCA; 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;

8. The job classification and the content and qualifications thereof, and the duties for all unit members;

9. The dates, times and hours of operation of CNCA facilities, functions and activities; work schedules; the school calendar;

10. Safety and security measures for students, the public, properties, facilities, vehicles, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

11. The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of this Agreement;

12. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of CNCA not limited by specific provisions language of this Agreement.

B. All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to CNCA even though not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon CNCA's rights. The exercise of any right to CNCA herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of CNCA's right or preclude CNCA from exercising the right in a different manner.

C. 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.

Except as specifically provided herein, the term of this Agreement shall be from July 1, 2021 through June 30, 2024, and shall continue in effect from year to year thereafter unless amended, modified or terminated.

This Agreement is subject to ratification by the Board of Trustees for Camino Nuevo Charter Academy and by the membership of the Camino Nuevo Teachers Association.

Agreed to in Los Angeles, Los Angeles County, California on the 21<sup>st</sup> day of June, 2021.

Camino Nuevo Charter Academy

Camino Nuevo Teachers Association

\_\_\_\_\_  
Adriana Abich, Chief Executive Officer

\_\_\_\_\_  
Laura Farrel, CNTA President



**EXHIBIT A**

*Exhibit A will be updated and included as part of the 2021-2024 upcoming Teacher Evaluation MOU.*



**EXHIBIT B**

<b>CAMINO NUEVO CHARTER ACADEMY Employee Summary of Benefits</b>	
<b>GROUP TERM LIFE INSURANCE</b> Paid by CNCA	Basic Life Benefit- Employee - \$15,000 Accidental Death & Dismemberment- \$15,000
<b>GROUP TERM LIFE INSURANCE</b> Additional Purchased by Employee	Additional life insurance coverage of up to \$150,000 may be purchased at the time of initial employment without a health checkup. This additional benefit is optional and paid for by the employee.
Blue Shield of California Access + HMO Plan <a href="http://www.blueshieldca.com">www.blueshieldca.com</a>  Or  Blue Shield of California Trio HMO Plan <a href="http://www.blueshieldca.com">www.blueshieldca.com</a>  Or  Blue Shield of California Full PPO Plan <a href="http://www.blueshieldca.com">www.blueshieldca.com</a>	<p><u>Blue Shield of California: Access + HMO Plan:</u> <i>Deductible:</i> No Deductible <i>Co- Pays:</i> \$20 per office visit <i>Prescriptions:</i> Co-pay for in network pharmacy prescriptions vary from \$10-\$40. <i>Maximum out of Pocket:</i> \$1,500 for individual; \$3,000 for Family</p> <p><u>Blue Shield of California: Trio HMO Plan:</u> <i>Deductible:</i> No Deductible <i>Co- Pays:</i> \$20 per office visit <i>Prescriptions:</i> Co-pay for in network pharmacy prescriptions vary from \$10-\$40. <i>Maximum out of Pocket:</i> \$1,500 for individual; \$3,000 for Family</p> <p><u>Blue Shield of California PPO:</u> <i>Deductible:</i> \$500 per member/yr. maximum of \$1,500 deductible per family/yr. <i>Co-Pays:</i> \$30 per office visit with PPO provider; 40% for Non-PPO provider. <i>Prescriptions:</i> In network pharmacy prescriptions vary from \$15-\$45.  <i>Maximum out of Pocket:</i> \$4,000/member/year with PPO Providers. \$8,000/member/year with Non-PPO Providers.</p>
<b>DENTAL INSURANCE</b> Guardian HMO <a href="http://www.guardiananytime.com">www.guardiananytime.com</a> Or Guardian PPO <a href="http://www.guardiananytime.com">www.guardiananytime.com</a>	<p><u>Guardian HMO Dental Plan:</u> <i>Maximum Benefit:</i> No set limits. <i>Deductible:</i> No Deductible. Preventive dental services covered 100%. Co-Pay will vary for each covered procedure. Refer to “Plan Details” for more information.</p> <p><u>Guardian PPO Dental Plan:</u> <i>Maximum Benefit:</i> \$1,500 annual benefit per individual. <i>Deductible:</i> In-Network Deductible- \$50 (waived for preventive services). Out-of-Network Deductible- \$75 (not waived for preventive services).</p>
<b>VISION PLAN</b> VSP (through Guardian) <a href="http://www.guardiananytime.com">www.guardiananytime.com</a>	<p><u>VSP Vision Plan (Through Guardian):</u> <i>Exam:</i> Every 12 months. <i>Materials:</i> Lenses/Frames OR contact lenses every 12 months. <i>Co-pays:</i> \$10 for Exam; \$20 for Materials</p>
<b>SUPPLEMENTAL INSURANCE</b> Guardian <a href="http://www.guardiananytime.com">www.guardiananytime.com</a>	<u>Guardian:</u> Offers policies including accident, short-term disability, life, medical supplemental and others. Enrollment with Guardian is available in November 1 <sup>st</sup> of each year. This additional benefit is optional and it is paid for by the employee.

\*Please refer to CNCA plan summaries for more detailed information

**EXHIBIT C**Camino Nuevo Charter Academy  
Professional Compensation TableCertificated Teachers  
2021-2024

## Salary Schedule

Intern Category:	I1 - Intern
Exp. Level	
0	\$ 57,200.00
1	\$ 57,200.00

Professional Category:	Category A	Category B	Category C
	BA + Credential	MA Degree** or Plus 40 units	Plus 70 units
Exp. Level***			
0	\$ 57,200.00	\$ 57,499.03	\$ 62,788.94
1	\$ 57,486.00	\$ 58,649.01	\$ 64,044.72
2	\$ 57,773.00	\$ 59,821.99	\$ 65,325.61
3	\$ 58,085.30	\$ 61,018.43	\$ 66,632.13
4	\$ 59,247.00	\$ 62,238.80	\$ 67,964.77
5	\$ 60,431.94	\$ 63,483.57	\$ 69,324.06
6	\$ 61,640.58	\$ 64,753.25	\$ 70,710.54
7	\$ 63,489.80	\$ 66,695.84	\$ 72,831.86
8	\$ 65,394.49	\$ 68,696.72	\$ 75,016.82
9	\$ 67,356.33	\$ 70,757.62	\$ 77,267.32
10	\$ 69,377.02	\$ 72,880.35	\$ 79,585.34
11	\$ 71,458.33	\$ 75,066.76	\$ 81,972.90
12	\$ 73,602.08	\$ 77,318.76	\$ 84,432.09
13	\$ 75,810.14	\$ 79,638.32	\$ 86,965.05
14	\$ 78,084.44	\$ 82,027.47	\$ 89,574.00
15	\$ 80,426.98	\$ 84,488.30	\$ 92,261.22

\*\*\*\* Career Increment at 16<sup>th</sup> year is: \$1,000 Annually  
 Career Increment at 21<sup>st</sup> year is: \$2,000 Annually

\*National Board Certification will automatically move to the next category.

\*\* From an accredited graduate school of education in the United States.

\*\*\* Refers to full time years of eligible teaching experience in K-12 system.

\*\*\*\* Career Increment- In addition to the salary schedule, CNCA pays a career increment of \$1000 annually from years 16-20 (noncumulative with previous increment), and \$2000 annually from years 21 and beyond (noncumulative with previous increment). These amounts are not cumulative, nor do they increase when the salary schedule is increased. Teachers may only qualify to receive a Career Increment after they have completed 5 years of full-time teaching experience at CNCA.

Salary classification is determined by the number of semester units and verified years of full-time teaching experience on the CNCA Salary Schedule. Units received from a college or university on a quarter system shall be multiplied by a factor of 0.66 to equate to semester units.

# CAMINO NUEVO CHARTER ACADEMY

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## GRIEVANCE FORM

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### **\*\*CONFIDENTIAL INFORMATION\*\***

**Instructions:** Please fill out this form completely and clearly. Sign and return to the Principal.

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State and Zip Code:** \_\_\_\_\_

**Home Telephone:** \_\_\_\_\_ **Other Telephone Number:** \_\_\_\_\_

**Principal's Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_

**Date of Incident:** \_\_\_\_\_ **Persons Involved:** \_\_\_\_\_

**Nature of Grievance:**

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**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_



## CNCA CEO Appeal Request

An appeal to CNCA’s Chief Executive Officer may be made when you do not agree with a decision made by CNCA’s Human Resources Department based on the CNCA & CNTA Collective Bargaining Agreement (CBA).

Name: \_\_\_\_\_ School: \_\_\_\_\_

**Select Appeal Topic:**

<input type="checkbox"/>	<b>Years of Eligible Experience</b>
<input type="checkbox"/>	<b>Units of Education</b>
<input type="checkbox"/>	<b>Sick leave request to care for an immediate family member</b>
<input type="checkbox"/>	<b>Request to donate sick leave days</b>

Your detailed explanation on the reason for your request and why you believe an exception should be made (attach additional letter and supplemental documentation to support your request):

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Submit this form and any supplemental documentation to [Jamica.Brazell@pueblonuevo.org](mailto:Jamica.Brazell@pueblonuevo.org) Your appeal packet will be prepared and provided to the CEO for review. The CEO has thirty (30) days from the date received to render a decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT F**

**TEACHER IMPROVEMENT PLAN**

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Teacher Improvement Plan is provided to assist the teacher in correcting a deficiency in performance. The teacher is directed to immediately implement the performance expectations listed below. The duration of this teacher improvement plan and the type(s) of support offered are individualized by the evaluator to address the deficiency (/ies) identified. At the conclusion of this plan a meeting will be held to document outcomes and next steps.

<b>Area of Deficiency</b> (cite specific domain and component of the CNCA Teacher Growth Tool)	<b>Performance Expectations</b> (specific measurable outcomes)	<b>Teacher Action Steps</b>	<b>Evaluator Action Steps</b> (Support/Resources Provided)	<b>Benchmark Dates</b>	<b>Outcome</b>

**Additional comments (or see attached):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***I understand that if I fail to successfully implement this plan and resolve issues of deficiency in my work performance in any of the areas of deficiency stated above, my failure to do so will jeopardize my continued employment with CNCA.***

A copy of this improvement plan will be placed in your personnel file.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date



## EXHIBIT G

### Camino Nuevo Charter Academy Coordinator Description

**General Description:** Under the supervision of the Site Principal, Coordinators are responsible for fulfilling a specific function of the schools operation for the school year. Under supervision, Coordinators will perform work that is varied and that may be somewhat complex in character but usually involves limited responsibility. Responsibilities may include setting processes and structures in place to reach goals in an effective and efficient way, collaborating with cross site leaders and other coordinators, organizing and systematizing structures that are currently in place. Coordinators must be flexible and responsive to team and school needs. This position will require before-school and/or after-school meetings and regular communication with the administration.



### Exhibit H: Request to Donate Sick Leave

An employee wishing to donate sick leave days to another employee shall submit the completed top portion of this form to the Human Resources Department. The employee receiving donated sick leave shall be responsible for providing any required statement of need certified by a licensed physician.

Employee Name: \_\_\_\_\_

School/location: \_\_\_\_\_

Number of sick leave days I wish to donate: \_\_\_\_\_

*Note: the maximum number of sick days that an employee may donate is ten (10).*

Employee to whom I wish to donate days: \_\_\_\_\_

**Employee's Signature**

**Date**

#### **To be completed by Human Resources:**

The employee to whom sick leave days are to be donated:

- is eligible based on the following criteria.
- is not eligible to receive the days based on the following criteria.

Check each requirement that is met:

- The receiving employee or a member of his/her immediate family suffers from a medically certified illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to be absent for at least ten (10) days.
- As appropriate, the receiving employee's need for the absence and use of sick leave are certified by a licensed physician (**as attached**).
- The receiving employee has exhausted his/her accumulated sick leave and any other paid leave granted by the Board.
- The receiving employee has complied with the CNCA's policies governing the use of sick leave.

Request Approved

Request Not Approved

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Camino  
Nuevo  
Charter  
Academy**

## **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CAMINO NUEVO CHARTER ACADEMY  
(CNCA)**

**AND**

**CAMINO NUEVO TEACHERS ASSOCIATION (CNTA)**

July 1, ~~2018-2021~~ - June 30, ~~2021~~24

FINAL AGREEMENT  
 CAMINO NUEVO CHARTER ACADEMY (CNCA)  
 AND  
 CAMINO NUEVO TEACHERS ASSOCIATION (CNTA)

July 1, 201821 – June 30, 202124

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Attachments:

- Exhibit A      Teacher Evaluation Form
- Exhibit B      Benefits Information
- Exhibit C      Salary Schedule
- Exhibit D      Grievance Form
- Exhibit E      ~~Unit Review Form~~ CNCA CEO Appeal Request Form
- Exhibit F      Teacher Improvement Plan
- Exhibit G      Coordinator Description
- Exhibit H      Request to Donate Sick Leave

FINAL AGREEMENT BETWEEN  
CAMINO NUEVO CHARTER ACADEMY (CNCA)  
AND  
CAMINO NUEVO TEACHERS ASSOCIATION (CNTA)

June 1, 20~~18~~21

1. "Agreement": This agreement is made and entered into by and between Camino Nuevo Charter Academy, which together with its administrative staff and representatives shall be referred to in this agreement as ~~the "Board" of~~ "CNCA" and the Camino Nuevo Teachers Association, ~~CTA/NEA~~, which together with its unit members and representatives shall be referred to as the "Association" or "CNTA". For purposes of this Agreement, CNCA and CNTA shall be collectively referred to as "the parties".

The parties agree to a term of three years from July 1, 20~~18~~21 through June 30, 20~~24~~24.

The CNCA/CNTA Collective Bargaining Agreement, the CNCA Employee Handbook and Board Approved MOU's and policies will be labeled and accessible on the CNCA website. Unit members will be informed of the location of these documents at the start of each school year.

2. Recognition: Included: All non-management, TK-12, regular credentialed classroom teachers assigned to any Camino Nuevo School. Excluded: day-to-day substitutes, long-term substitutes, all management, classified, confidential, certificated substitutes, and all supervisory personnel.

3. Definitions:

- a) "Board" means Camino Nuevo Charter Academy and/or its Board of Directors, Administration, and other designated representatives.
- b) "CNTA" means Camino Nuevo Teachers Association, CTA/NEA, its officers, and representatives. CNTA is the exclusive representative of the certificated bargaining unit.
- c) "Immediate Supervisor" means the unit member's administrator, supervisor, or designee employed by the Board who has direct responsibility for supervising the unit member. Usually this person is the site principal, assistant principal, program director or designee.
- d) "Unit Member" means any certificated employee ~~assigned to a certificated position of the Board~~ who is included in the appropriate unit; pursuant to Article 2, "Recognition".
- e) "Instructional Day(s)" means any day(s) pupils are required to be present for instruction.
- f) "Professional Development Day" means any day(s) of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
- g) "Paid Leave of Absence" means a day of authorized absence for which a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which ~~she/he/they~~the unit member enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during his/her/their leave.
- h) "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) and any person living in the household of the unit member. Verification of relationship may be requested by CNCA.

- i) “Daily Rate of Pay” means the unit member’s annual scheduled salary divided by the number of duty days exclusive of stipends and additional assignments.
- ~~j) “Site” means the building or location where the unit member is assigned to work.~~
- ~~j) \_\_\_\_\_~~
- k) “Years of eligible experience” shall be defined as experience in a full time, certificated, TK-12 school setting in the United States performed under a valid US teaching credential. ~~Employees Unit members or applicants on a teacher contract~~ with “out of the classroom” experience may receive ~~up to 3 years of teaching experience~~ credit for this experience on the teacher salary table if the assignment was served in an instructional coaching capacity for classroom teachers in a TK-12 setting. Additional documentation may be required to verify that the assignment is eligible to receive credit for the experience as defined in this section. Experience directly related to the teaching assignment but not in an instructional coaching capacity for classroom teachers in a TK-12 setting, may be submitted for approval to the HR Department. If the request is denied, the applicant or unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (please refer to Exhibit E). Approval of such experience is at the discretion of the Chief Executive Officer and based solely on the CEO’s evaluation of the value of the experience for current instructional needs, and shall not set a precedent for future acceptance of experience.
- k)) Teacher Directed Time: Teacher Directed Time is time used by Unit Member to write lessons, grade papers, analyze student data, meet with parents, meet with student(s), meet with colleague(s), or engage in other professional responsibilities that are scheduled and determined by the teacher. Teacher directed time may not be used for coaching or leader led grade level/department meetings or leader-led training unless determined by the unit member.

4. Association Rights: The Association (CNTA) has the right to place Association literature in unit member mailboxes subject to the provisions of this Article. CNTA shall notify the site administrator at the time the notice is placed in unit member boxes. Likewise, the Association may utilize the CNCA e-mail system, provided an authorized representative of the Association keeps in effect a signed agreement to abide by the CNCA’s Respectable Use and “computer use” policies, as it may be modified from time-to-time. The Association may utilize a bulletin board designated for its use at each site. None of the above means of communication shall be utilized to send or receive Association communications during unit member work hours, nor shall they be used to support or oppose a ballot proposition or a candidate for office.

A CNTA representative shall meet with each site principal prior to the beginning of the school year to determine two monthly meeting times for CNTA meetings when space can be reserved for the meeting at the site, provided that such meetings are scheduled outside of unit member work hours and do not conflict with other scheduled school activities.

The Association may request to use CNCA facilities during non-instructional hours when such facilities are not needed for instruction- related or other CNCA activities. Such request shall normally be made at least fourteen (14) days in advance, in writing, and directed to the site principal or the Chief Executive Officer. If any CNTA event takes place in a CNCA facility after normal operating hours, CNTA agrees to pay the additional cost of staffing and cleaning the facility.

A CNTA representative from the list of pre-designated CNTA representatives has the right to attend a grievance hearing as set forth in the provisions of the employment agreement. Such hearings shall be scheduled after instructional hours when possible to avoid disruptions to instruction.

5. Work Year: The work year shall be 200 total days, including 185 instructional days and 15 professional development days in grades IK – 12. CNCA may elect to require five (5) additional buy back days and up to ten (10) additional professional development days for new teachers prior to the first day of school.
6. Work Day:
- a) The professional on-site work week shall normally be an average of thirty five (35) hours exclusive of at least ½ hour duty free lunch and shall include but shall not be limited to the student day, professional development time, preparation time, student supervision, parent and student conferences, and IEP, 504 and Student Study Team meetings. An additional two hours per month will be designated to support the operations and implementation of school policies and procedures to ensure the well-being of a school community. The two hours may be scheduled at the discretion of the site principal or designee. Attendance during this time is required and shall not be included in the average of on-site time per week.
  - b) In addition to the responsibilities in section 6a, the unit member will be required to participate in up to approximately 20 hours of after school related events in a school year which may include back to school night, open house, presentations of learning, math and literacy nights, academic and cultural events. The site principal or designee will determine mandated afterschool events and present them to the staff at the beginning of the school year. The site principal or designee may add additional mandated events after the start of the school year with reasonable notice to unit members. Events will be focused on community building and enhancing home school connection and they will be identified at the discretion of the site principal or designee. Unit members are strongly encouraged to attend other non-required after school events such as athletic games and other CNCA related events.
  - c) Except as provided herein, High School unit memberss will be scheduled for conference/planning time for meeting with parents, students, administrators or peer teachers as needed, and for completing required documentation of assignments. CNCA will make a good faith effort to assure that approximately 50% of contractual conference/planning time is teacher directed. In order to maintain Teacher Directed Time, unit members may request preferred scheduling, make-up prep time or reschedule meetings in order to prioritize required meetings such as SST's and/or IEP meetings where a family's or guardian's availability takes precedence. ~~Teacher directed time will be used to write lessons, grade papers, analyze student data, meet with parents, meet with student(s), meet with colleague(s), or engage in other professional responsibilities.~~ All teacher directed conference/planning time must take place on campus unless approved by the site principal. Unit members will be given a conference/planning period no less than 40 minutes on regular school days. Depending on the Master Schedule and number of teaching sections, in one semester (spring or fall) a unit member may be assigned conference/ planning time up to 210 minutes per week. Depending on the Master Schedule and number of teaching sections, in the other semester (spring or fall), the teacher may be assigned conference/planning time of up to 420 minutes per week. Conference/planning time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. CNCA will make a good faith effort to maintain planning time during shortened and minimum days, assembly schedules and other special schedules.
  - d) Middle School unit members will be given a conference/planning period not less than 40 minutes on regular school days. Conference/planning periods may entail meeting with parents, students, administrators or peer teachers as needed and/or completing assignment required documentation. CNCA will make a good faith effort to assure that approximately 50% of contractual conference/planning time is teacher directed. In order

to maintain Teacher Directed Time, unit members may request preferred scheduling, make-up prep time or reschedule meetings in order to prioritize required meetings such as SST's and/or IEP meetings where a family's or guardian's availability takes precedence. Teacher directed time will be used to write lessons, grade papers, analyze student data, meet with parents, meet with student(s), meet with colleague(s), or engage in other professional responsibilities. All teacher directed conference/planning time must take place on campus unless approved by the site principal. Conference/planning time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. CNCA will make a good faith effort to maintain planning time during shortened and minimum days, assembly schedules and other special schedules.

e) Elementary unit members will have no less than 120 minutes weekly of conference/planning time during weeks with regular school days. CNCA will make every effort to ensure this time is protected. Conference/planning periods may entail meeting with parents, students, administrators or peer teachers as needed and/or completing assignment required documentation. CNCA will make a good faith effort to assure that approximately 50% of contractual conference/planning time is teacher directed. In order to maintain Teacher Directed Time, unit members may request preferred scheduling, make-up prep time or reschedule meetings in order to prioritize required meetings such as SST's and/or IEP meetings where a family's or guardian's availability takes precedence. Teacher directed time will be used to write lessons, grade papers, analyze student data, meet with parents, meet with student(s), meet with colleague(s), or engage in other professional responsibilities. All teacher directed conference/planning time must take place on campus unless approved by the site principal. Conference/planning time may be cancelled due to inclement weather, special schedules, or absences and will not be made up. Conference/planning time will be scheduled around facility and staffing availability. CNCA will make a good faith effort to maintain conference/planning time during shortened and minimum days, assembly schedules and other special schedules. Full time unit members will have a duty free lunch period not less than 30 minutes, except in the case of inclement weather or other emergencies when staff shortages exist as determined by the site principal or designee.

f) At a minimum unit members shall be present at least 15 minutes before the instructional day starts and shall remain at least 15 minutes after the instructional day ends. Unit members may be required to remain on site beyond these times when required to perform the duties in Section 6a and 6b. Accommodations may be made, with advance notice, at the discretion of the site principal or designee when unit member is performing duties pursuant to Section 6b.

g) Lactation Accommodations: CNCA accommodates lactating employees. For more information, please refer to California Labor Code Sections 1030 - 1034, CNCA Board policies, and the CNCA Employee Handbook for guidance regarding milk expression while at a CNCA school site or HSO.

7. Savings: If any provision of this Agreement should be held invalid by the final judgment of any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.
8. Statutory Changes: Except as provided in Article 25 Management Rights, the parties will agree on a negotiations date within thirty (30) days of the enactment of any state law that requires negotiations on a particular topic.
9. Grievance Procedure: A grievance is a claim by the unit member or the association that a provision of this collective bargaining agreement has been violated or misapplied with respect to that unit member, such that it resulted in an adverse consequence to the unit member. All other claims, such as violations of statute, individual employment agreements, charters, or employee handbooks, shall be outside the terms of this grievance procedure. Grievance



procedures are confidential unless the unit member requests a confidentiality waiver. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance inarbitrable and shall be construed as a waiver of the party's rights under this procedure.

### Step 1

#### Informal Resolution, Step 1:

A unit member shall notify ~~his/her/their~~ site principal or designee by email within seven (7) work days of the event or occurrence giving rise to a possible grievance, by briefly stating that a grievance may have occurred and a short factual description. The principal or designee shall respond within seven (7) work days of receipt of email. If the matter is not resolved within seven (7) work days of principal or designee's email response, the unit member shall proceed with Informal Resolution, Step 2.

#### Informal Resolution, Step 2:

Within seven (7) work days of the principal or designee's email response under Informal Resolution, Step 1, the unit member shall address the event or condition giving rise to the grievance with the principal or designee. The grievant may authorize the union representative to represent him/her. The principal or designee may request that such authorization be placed in writing.

### Step 2

If the grievance is not resolved informally, a unit member shall present the grievance in writing to his/her/their Principal within ten (10) work days after meeting at Informal Resolution, Step 2. The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, including dates, names of witnesses, (3) the adverse consequence resulting to the unit member, and (4) the remedy requested by the grievant. The Principal shall meet with the unit member and shall provide a written response within seven (7) work days of the meeting.

### Step 3

If the unit member is not satisfied with the response at Step 1, ~~he/she/they~~ the unit member shall, within five (5) work days of service via certified US mail or personal service of the response at Step 1, notify the Chief Executive Officer that a grievance has been denied or unresolved by the site principal, using the Notification of Grievance Form available in the main office of all campuses. The Step 2 grievance shall specifically state any portions of the Step 1 response disputed by the grievant. The Chief Executive Officer will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. If not resolved, the Chief Executive Officer shall provide a written response within seven (7) work days of the meeting.

### Step 4

If the unit member is not satisfied with the response at Step 2, ~~he/she/they~~ the unit member shall notify the full CNCA Board of Directors by US mail within five (5) work days of service via certified US mail or personal service of the Chief Executive Officer's written response at Step 2, that a grievance is pending, using the Notification of Grievance Form available in the main office of all campuses.

The CNCA board or its designated subcommittee shall meet within twenty-five (25) work days of receipt of the Step 3 Notification of Grievance Form. Each party will have one hour each to present all arguments and documentation, including witnesses, to the Board. Failure to appear before the Board shall be a waiver of all rights under the grievance procedure.

Alternatively, the CNCA Board may direct this matter to be heard and settled by an external arbitrator selected by the Board. If the CNCA Board chooses to hear and settle the matter without arbitration, the Board's decision is final and no further action is available under this grievance procedure. If the matter is referred to an arbitrator, the arbitrator's decision is final, provided, however that an outside arbitrator shall not have jurisdiction to make any monetary award in excess of \$2,500.00, nor shall ~~he/she/they~~the unit member have the authority to reinstate a terminated unit member.

A written decision made by the Board or Arbitrator shall be rendered within ten (10) working days of the completion of the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision will be made within ten (10) work days of the last committee hearing, or as soon thereafter as is practical.

10. ~~Parent Complaints: Unit members shall be notified of parent complaints and provided an opportunity to respond to the complaint prior to referencing the complaint in an evaluation, a formal reprimand, or offering it in evidence at a hearing pursuant to Article 19 of this Agreement.~~

1. Definition: Complaints are defined as verbal or written complaints made against a unit member.

2. Process:

- a) Whenever possible and if appropriate, complainants are encouraged to resolve concerns with the unit member directly or through mediation with the site leader or their designee.
- b) In the absence of an informal resolution, the complainant may direct the complaint to the unit member's supervisor.
- e) Unit members shall normally be notified of the general nature and existence of a complaint within five (5) work days of the complaint being received by CNCA.
- d) CNCA shall investigate the complaint in accordance with the law, providing both parties an opportunity to respond to the complaint.
- e) Depending on the nature of the complaint, a unit member may be placed on administrative leave until an investigation is completed.
- f) Complaints shall be kept confidential to the extent permitted by law.
- g) Unit members will have an opportunity to respond prior to the complaint being referenced in an evaluation or formal reprimand, or being used as evidence in a hearing pursuant to Article 19. The Unit Member may request their response be included as evidence in evaluation or formal reprimand, or hearing pursuant to Article 19.

3. Resolution:

- a. CNCA shall attempt to resolve the complaint within 30 days. Unit members will be notified if the timeline must be extended.
- b. Complaints regarding alleged sexual or other illegal harassment under applicable Federal and State laws shall follow the complaint procedures set forth in Board Policy 4119.11

If the nature of the allegations is such that they warrant referral to an outside agency for investigation and consideration of criminal action, the foregoing steps may be waived or deferred.

11. Personnel Files: Unit members have the right to inspect certain personnel file documents, as provided by law, in the presence of a CNCA representative at a mutually convenient time. No copies of documents may be made, with the exception of documents that the employee has previously signed. The unit member may attach a response to any disputed item in the file within 10 work days of notification that the item will be placed in the file.

CNCA will restrict disclosure of the unit members' files to authorized individuals within CNCA. Any request for information contained in the personnel files must be directed to the Principal. Only the Principal, Chief Executive Officer or Vice President of Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited as provided by law.

12. Class Size: CNCA will make a good faith effort to implement the following class sizes- An average of 24:1 in TK-3, 30:1 in grades 4-12. Where CNCA is not able to implement class sizes after the fourth week of the school year, the Principal will meet with the affected teacher to review options to support instruction, given the size of the class, including, but not limited to, additional materials and supplies, including ordering additional textbooks within 5 business days for each additional student, or other support that the Principal may be able to provide. Physical education or elective classes may exceed the specified average. If a class size increases over 25% of the average class size at a Public School Choice school, the principal will meet with the affected teacher and will provide additional support which may include, but is not limited to, combination class or additional staff support. Physical education or elective classes may exceed the specified average.

13. Organizational Security:

13.1 Dues Deduction

13.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the CNTA. The ~~Board~~ HR Department shall deduct other voluntary payments as authorized by unit members and the CNTA. CNTA members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the CNTA to the Board, shall be increased or decreased without re-solicitation and authorization from unit members.

13.1.2 Any unit member who is a member of the CNTA or who has applied for membership may sign and deliver to the ~~Board~~ HR Department an assignment authorization deduction of membership dues, initiation fees, and general assessments of the CNTA. Pursuant to such authorization, the ~~Board~~ HR Department shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. 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.

13.1.3 With respect to all sums deducted by the Board pursuant to Section 12.1.1 above, the Board agrees to remit such moneys promptly to the CNTA accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

14. Maintenance of Membership

14.1.1 The CNTA and the Board agree that any unit member who is a member of the CNTA 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/his/their 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 CNTA with a lump sum cash payment of dues for the year, the Board shall deduct membership dues in the same manner set forth above.

15. Agency Fee: ~~CNTA reserves the right to implement agency fee as provided by state law. Any unit member who does not submit an application for CNTA membership upon being hired by CNCA or at any time during their employment with CNCA shall not have membership or agency fee dues deducted from their pay.~~

## 16. Termination of Employment:

## (a) Dismissal for Cause during the Term of an Individual Employment Contract

Camino Nuevo Charter Academy may immediately terminate an employee for cause during the term of an individual employment contract. The employee may present a grievance in writing pursuant to Article 9 of this Agreement initiating at step 2 within 5 work days of service via certified US mail or personal service of written notice of termination if ~~he/she/they~~ the unit member contends that the dismissal is not in accordance with this article. The decision of the CNCA Board shall be final. This procedure applies only to dismissal for cause as described herein, and shall not be applicable to the determination that an individual employment contract will not be renewed, nor shall it be applicable to a reduction in force. For the purposes of this Agreement "Cause" will be solely as interpreted by the Chief Executive Officer, Principal or his/her/their designee and will include the following reasons:

- a. Dishonesty, to include theft or falsifying information.
- b. Unsatisfactory performance, as defined by the Professional Evaluation Rubric, provided employee has been given written notice of the deficiency and has been given thirty (30) days to cure the deficiency. The Administration will provide a written support plan outlining the resources offered to the employee during the 30-day period.
- c. Unfit for service, including documentation of the inability to appropriately instruct or associate with children or students.
- d. Refusal to comply with or support any regulation or law of the state of California or refusal to comply with or support any policy or procedure of CNCA.
- e. Immoral conduct or a conviction of a felony or of any crime involving a minor or moral turpitude.
- f. Unlawful discrimination, including harassment of students or other employees.
- g. Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties at school or when supervising students on or off campus.
- h. Gross negligence leading to the endangerment or harm of a child or children.
- i. Conviction of any drug offense enumerated in Education Code section 44011 or any sex offense enumerated in Education Code section 44010.
- j. Unprofessional Conduct.
- k. Failure to maintain all teaching credentials and certifications required by the employer.
- l. Unauthorized absence, absence and/or repeated tardiness without authority or sufficient reason.
- m. Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or failure to report to duty for three (3) or more working days without prior notification and authorization of such absence.
- n. Insubordination (including but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
- o. Negligent or willful damage to CNCA property or waste of CNCA supplies or equipment; unauthorized use of CNCA property for private purposes.
- p. Engaging in unauthorized political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Board of Trustees.
- q. Abuse of leave privileges, including excessive tardiness, excessive absences or a pattern of absences for trivial indispositions, misuse of sick leave.
- r. Discourteous, offensive or abusive conduct or language towards other employees, students or the public.
- s. Unauthorized release of confidential information, as defined by law, from official CNCA records.

Basic responsibilities include, but are not limited to:

1. Teachers are expected to aspire to excellence in all areas specified by the California Standards for the Teaching Profession and the quality of their instruction will be evaluated in light of those standards.
2. Teachers will regularly provide written documentation of professional lesson planning in line with the state content standards and CNCA's expectations, including a year-long pacing plan that will be submitted no later than October 1.
3. Teachers will work collaboratively with parents, administrators and other colleagues. Team teachers are expected to have a shared discipline strategy, common class rules, and to coordinate content instruction whenever possible.
4. Teachers will create powerfully engaging curriculum designed to move students towards meeting the specific standards and content outlined by the California State Standards and defined by clear, specific, written criteria communicated to students.
5. Teachers are expected to keep detailed documentation of their efforts to create consistent and meaningful communication with parents and a wide variety of strategies designed to promote academic success for all students.
6. Teachers are expected to have a coherent plan for classroom discipline and to keep clear and specific documentation of all intervention taken to correct student behavior before referring a student out of class.
7. Teachers are expected to maintain high-quality records for attendance and coursework, and to submit completed report cards and school-wide assessment records on time.
8. Teachers are expected to take responsibility for their own Professional Growth and evidence of growth will be part of the teacher evaluation process in the framework of year-long goals.
9. Teachers are expected to employ a wide variety of teaching methods designed to create opportunities for deep understanding and differentiated instruction for all levels of ability within a class, including serving students identified with special needs.
10. Teachers will create and maintain a nurturing and engaging classroom environment.
11. Teachers are expected to support CNCA's mission, vision and policies and to promote and enforce the same.
12. Teachers are responsible for all other tasks related to improving student achievement and offering powerful learning opportunities.
13. Teachers are expected to effectively implement department, school or organization wide initiatives.

(b) Conclusion of Contract Employment

CNCA may, in its discretion, decline to renew individual employment contracts by providing written notice of nonrenewal by May 15th of the year in which the contract expires. Unit members who have been employed as teachers at Camino Nuevo for three years of full-time certificated service who have not served under a performance improvement plan in the last three years, and whose three most recent years of performance evaluations are satisfactory or better (no ratings of P or L) shall, upon the expiration of their current contract, be offered a two-year employment contract, absent nonrenewal or revocation of the charter or reduction in force. Receipt of a performance improvement plan during the term of such contract shall automatically reduce the term of the two-year contract to the current school year. CNCA may, in its discretion, offer unit members on an improvement plan an individual employment contract for a term of one year or not offer a contract at all for the following school year. A determination of nonrenewal of an individual employment contract shall be final and shall not be subject to the grievance procedure.

(c) Nonrenewal or Revocation of Charter

All individual employment contracts shall automatically terminate upon the non-renewal or revocation of any charter of CNCA. This section shall not be subject to the contractual grievance procedure.

(d) Reduction in Force

Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Notice of layoff for the subsequent year shall be sent to unit members by May 15<sup>th</sup>. For layoffs occurring during the school year, unit members will receive 30 day notice of lay-off and a one (1) month severance payment. This benefit does not apply to unit members provided with a lay-off notice by May 15 for the following school year.

If layoffs take place, the following criteria shall be considered:

- Legal requirements and qualifications
- Performance evaluations
- Expertise and relevant experience

The decision of the Chief Executive Officer is final and not subject to the grievance procedure.

17. Retirement: All eligible unit members shall participate in STRS pursuant to the existing agreement between CNCA, LACOE, and STRS.
18. Assignments and Transfers: CNCA reserves the right to assign and transfer unit members as it deems necessary to meet the needs of CNCA educational programs. This Article shall not be subject to the contractual grievance procedure.
19. Evaluation:

A CNCA ~~teacher's~~ Unit Member's professional responsibility is to educate students in a college preparatory program to be literate, critical thinkers and independent problem solvers who are agents of social justice with sensitivity toward the world around them. In an effort to create a professional culture that supports ~~teacher~~ Unit Member growth, we seek to consistently implement the evaluation process across all CNCA schools.

Grievance:

- The judgment of the evaluator shall not be subject to the contractual grievance procedure.
- Alleged violations of the evaluation process may be subject to grievance procedures per article 9.

Process of Evaluation:

~~Teacher~~ Unit Member Performance will be evaluated on an ongoing basis during the contracted year ~~on such as using the CNCA Teacher Growth Tool, based on the documents as outlined in the~~ CNCA teacher job description ~~and the Danielson Framework for Teaching, and the California Standards for the Teaching Profession using the CNCA teacher evaluation form.~~ It is the goal of this process for every ~~teacher~~ Unit Member to demonstrate proficiency ~~(Please refer to the Danielson Framework outlined in the MOU)~~ in all standards.

Informal observations: Evidence via the CNCA Teacher Growth Tool is based on evidence gathered through ongoing informal observations by the site leader or their designee and the Unit Member's evaluator (i.e., primary coach), as well as through the collection of additional artifacts (e.g., lesson plans, assessments, student achievement data, etc.). All informal observations may contribute to the evidence used for the mid-year and comprehensive evaluation. The number of informal observations Unit Members receive per year is differentiated based on Unit Member experience and performance. However, at a minimum, all Unit Members will receive 3 informal observations per semester.

Observations shall include a variety of instructional spaces and times, and each of the required minimum number of observations will be at least ten (10) minutes in duration. Additional pop-in observations may be shorter. Unit Member will receive timely feedback from their evaluator following all classroom observations. Both

scheduled and unscheduled observations are anticipated; when possible, Unit Member and their evaluator may confer regarding scheduled observations to maximize each person's efficiency.

~~Formal observations: Each teacher will be formally observed at least once during the year; however the teacher may request an additional observation in order to collect evidence of proficiency in any standard. Teacher and evaluator will schedule additional observations at times that are mutually agreeable. The number of times a teacher is observed may vary on an individual basis. Teachers employed by CNCA for at least three consecutive years with satisfactory evaluations (meeting expectations in all standards) may choose to complete an alternative project to substitute for a formal lesson observation. The type of alternative project proposed by the teacher must be approved by the site principal.~~

#### Timeline:

Formal Observations: Teachers will have a minimum of one formal observation per year.

- ~~• The Formal Observation will take place by April 15<sup>th</sup>~~
- ~~• A formal debrief shall be scheduled to occur within 7 working days of the formal observation~~

Evaluation: The number of evaluations Unit Members Teachers will receive two evaluations per year is differentiated based on Unit Member experience and performance. However, at a minimum all Unit Members will receive one end-of-year evaluation by May 1<sup>st</sup>.; a mid-year evaluation and an end-of-the-year comprehensive evaluation

- ~~• The mid-year evaluation meeting will occur by February 1<sup>st</sup> to review the completed CNCA teacher evaluation form.~~
- ~~• The end of year comprehensive evaluation meeting will be completed by May 1<sup>st</sup> to review the completed CNCA teacher evaluation form.~~

When a deficiency (defined as "progressing toward meeting expectations~~unsatisfactory~~" or "limited evidence of progress~~developing~~" on Exhibit A~~the CNCA Teacher Growth Tool scores~~) is noted at any time in the year the teacher~~Unit Member~~ will be notified in a timely manner and provided guidance to correct the deficiency. When deemed necessary and appropriate by the evaluator, a noted deficiency (/ies) may require an improvement plan and/or disciplinary memorandum.

#### Improvement Plan

- An improvement plan may be developed at any time during the school year
- If the evaluator determines that an improvement plan is necessary at the mid-year evaluation, a plan shall be created within 2 weeks of the mid-year evaluation (see Exhibit F).
- CNCA may modify these timelines due to extenuating circumstances such as employee leaves, natural disasters, death, etc.
- See specific Evaluator duties listed, below.

#### Teacher~~Unit Member~~ Will:

- Implement duties as outlined in such documents as in the CNCA job description, the CNCA teacher~~Teacher Growth Tool~~evaluation form, and the California Standards for the Teaching Profession.
- ~~• Present at least one lesson and/or project per year for formal observation~~
- ~~• Provide a lesson plan 2 days in advance of a formal observation lesson(s) and attend pre/post formal observation meetings.~~
- Adhere to timelines set in this process for improving areas identified for growth and take responsibility for corrective action
- Have the right to attach a statement to any performance review

## Evaluator Will:

- Notify ~~teacher~~ the -Unit Member if evaluator is other than the site principal by September 15<sup>th</sup>
- Create a system for internally collecting and sharing with the Unit Member ongoing evidence of teaching practice
- All evaluations will typically include examples of strengths, weaknesses and areas of concern supported by a collection of quantitative and qualitative measures including but not limited to benchmarks, coaching meetings, observations and contributions to the school community, where possible.
- Document findings of growth. Notify the ~~teacher~~ Unit Member if an area of growth is observed and provide recommendation/s for support, which may include coaching, release time, classroom observations, or other resources
- ~~Notify teacher~~ the Unit Member in a timely manner promptly when a deficiency ~~(defined as “progressing towards meeting expectations” or “limited evidence of progress” on Exhibit A)~~ is observed.
- Identify the areas of deficiency based on the CNCA Teacher Growth Tool and maintain records of support provided to the unit member during the period of improvement.
- Establish goal(s) with the unit member to address the area(s) of deficiency, including periodic coaching meetings to ensure that the affected unit member is on the recovery path.
- Provide coaching specific to achieving the goal(s) or addressing area(s) of deficiency including but not limited to lesson planning, providing additional resources, modeling, professional development, etc.
- ~~Provide a copy of the completed CNCA Teacher Evaluation form to a teacher once per academic semester, with the understanding that all standards may not have been addressed in any one semester~~

20. Negotiations: Article 22 Compensation and Article 23 Benefits may be reopened by CNTA for the 20~~19~~22-20~~20~~23 school year by presenting reopener proposals to the Board by May 1, 20~~19~~22. There shall be no other reopeners by either party for the term of this Agreement.. Successor contract proposals from the Association shall be presented to the Board by May 1, 20~~21~~23.

21. Leaves:

General:

Unit members are responsible for requesting and obtaining approval of leaves in advance except as described herein. In taking a leave, the unit member warrants that it will be used for the purpose which is authorized and requested. No leave may be utilized for purposes of a strike, sickouts or any other concerted activity. The Association acknowledges its affirmative obligation to notify member that such activities are a prohibited use of sick leave, and subject to payroll deduction and discipline. The unit member must notify their supervisor and/or principal in writing as soon as ~~he/she/they~~ the unit member becomes aware of a need for a leave of absence. The leave will be considered in accordance with applicable law and policies. If leave is granted, the unit member must comply with the terms and conditions of the leave, including staying in touch with the principal during the leave and giving prompt notice if there is any requested change in return date.

During the leave, the unit member may not accept other employment or apply for unemployment insurance. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with CNCA. Benefits do not accrue when a unit member is on an unpaid leave of absence.

Unit Members must work a minimum of 75% of the work year, in a full time capacity, in order to earn a full year of service credit on the CNCA Salary Table.

a. Sick Leave:



Sick leave may be taken only for the bona fide illness, including mental health or injury of the unit member, except as provided herein.

Upon hire, unit members will receive three (3) sick days. Starting in month four of employment, sick leave accrues at the rate of one (1) sick day for every thirty (30) full days of contracted employment up to a maximum of eleven (11) days in a contract year. If the unit member is offered a contract for the following school year, all remaining accrued sick days shall automatically roll over to the following contract year, provided that there is no break in service and provided that no unit member accrues more than forty five (45) days of sick leave at any time. Upon reaching forty five (45) days of sick leave, accrual of sick leave shall cease, and shall resume when the unit member's total falls under forty five (45). Sick leave may only be taken for an employee's own illness, including mental health or injury, or that of an employee's immediate family member. A unit member requesting the use of his/her/their sick leave to care for a member of the immediate family must, prior to beginning the leave, provide written verification from the immediate family member's treating physician certifying that because of the immediate family member's serious illness or injury, it is necessary for the unit member to be absent from work in order to provide care. The verification must state the probable duration of the need for the unit member's care for the immediate family member's condition, the dates the patient was treated for the condition, and whether the need for care by the unit member is continuous or intermittent. Such request and verification shall normally be provided 10 work days prior to the beginning of the unit member's absence to allow approval by the HR Department. ~~the CEO, or designee an opportunity for review and approval of the request. In the event of a verifiable emergency, written verification shall be provided within 10 days to CEO, or designee. If the request is denied, the unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (please refer to Exhibit E). Approval on appeal of such a request is at the discretion of the Chief Executive Officer and based solely on the CEO's evaluation and shall not set a precedent.~~

CNCA does not accept sick leave days from previous employers.

Unit members may request to donate accrued sick leave for other unit members or staff members. The donation of sick leave is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days the unit member may donate or receive in one calendar year is ~~5-10~~ (fiveten) days. The approval of the time off request to be covered by the donated time will be at the discretion of the site principal or designee as outlined in this article.

Donated sick days can be used for:

- **Medical emergency**, defined as illness, including mental health, or injury, condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Unit members who wish to donate sick leave days must complete the process specified in Exhibit H which may be submitted for approval to the HR Department. If the request is denied, the unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (please refer to Exhibit E). Approval of such a request is at the discretion of the Chief Executive Officer and based solely on the CEO's evaluation and shall not set a precedent.

~~-.The approval of donated or requested sick time will be at the sole discretion of the CEO.~~

Sick leave is not for personal absences, except as expressly provided in this Agreement. Time off for medical and dental appointments will be treated as sick leave. Sick leave accrues only to regular unit members, and not to temporary unit members. Unit members on contract for less than full-time accrue sick leave as stated herein on a pro-rata basis.

There is no payoff for unused sick leave on termination from Camino Nuevo Charter Academy.

Certification by the unit member's health care provider is required for absences of three (3) or more consecutive work days or for intermittent absences due to any reason (this includes leave taken for the care of an immediate family member- see requirements above). However, CNCA may also request such certifications in situations where it is determined that it is warranted per the CNCA Employee Handbook. The provider's health care certification is also required prior to reinstatement where otherwise required by the school. It is the unit member's responsibility to apply for any disability benefits for which the unit member may be eligible as a result of disability, including California State Disability Insurance, workers' compensation insurance, and any disability benefits for which the member may qualify.

A certification is a written statement from the physician or health care provider (1) confirming that the employee was ill and unable to work on the dates specified in the certification, and (2) specifying the date when the employee is released to return to work. In the case of the illness of a member of the immediate family, the certification must specify the name of the family member and the probable duration of the need for the unit member's care for the immediate family member's condition, the dates the patient was treated for the condition, and whether the need for care by the unit member is continuous or intermittent.

Sick leave may not be used to take a vacation, extend a break period or holiday. Sick leave may not be used during holidays, vacation, or hours of work outside a unit member's regular schedule. At no time will a unit member be paid sick leave in an amount that exceeds his/her/their regular compensation. Any misuse of sick time will be disciplined up to and including termination. Sick leave does not accrue during unpaid leaves of absence.

CNCA will comply with state and federal laws requiring notification of sick leave accruals.

b. Vacation:

Unit members do not qualify for accrual or use of vacation time.

c. Workers' Compensation Disability Leave:

- (1) Employee Eligibility  
CNCA will grant workers' compensation disability leave in accordance with state law for an occupational illness or injury accepted by the school's carrier. As an alternative, CNCA may offer modified work. Leave taken under the workers' compensation disability policy runs concurrently with family/medical leave under both federal and state law.
- (2) Notice & Certification Requirements  
Unit members must report all accidents, injuries, and illnesses, no matter how minor, to their immediate supervisor, and must also provide CNCA with a health care provider's statement certifying any work-related illness or injury, inability to work, and the expected duration of the leave.
- (3) Compensation during Leave  
Compensation for lost earnings due to a workers compensation disability leave will be paid by

the company's workers' compensation insurance carrier according to California law. Unit members may also utilize accrued paid time off during the leave, to supplement any workers' compensation benefits, state disability, or other wage reimbursement benefits for which ~~he/she/they~~ the unit member may be eligible. At no time will a unit member receive a greater total payment than regular compensation.

(4) Benefits during Leave

If a unit member is eligible for family/medical leave under the federal or state family/medical leave laws, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage provided before the leave on the same terms as if the unit member had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if the unit member does not return to work following workers' compensation disability leave.

If a unit member is not entitled to continued paid coverage, ~~he/she/they~~ the unit member may continue group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. Unit members should contact their supervisor for further information.

(5) Reinstatement

Upon the submission of a medical certification that unit member is able to return to work, ~~he/she/they~~ the unit member will be reinstated in accordance with applicable law. If disabled due to an industrial injury, CNCA will attempt to accommodate the unit member. If the unit member is returning from a workers' compensation disability leave that runs concurrently with a family/medical leave, then the provisions of the family/medical leave policy will also apply.

d. Family/Medical Leave:

CNCA will grant family/medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, Employees will be eligible for the most generous benefits available under either law.

Employees must contact their supervisor on becoming aware of the need for a family/medical leave. The following is a summary of the relevant provisions.

(1) Employee Eligibility

To be eligible for family/medical leave benefits, ~~he/she/they~~ the unit member must: (1) have worked for CNCA for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a facility that employs at least 50 employees within a 75 mile radius.

Eligible employees may take up to a maximum of 12 work weeks of unpaid family/medical leave within a 12-month period. A 12-month period begins on the date of the Employees' first use of federal family/medical leave. Successive 12-month periods commence on the date of an Employee's first use of family/medical leave after the preceding 12-month period has ended.

Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child, or parent) with a serious health condition; or (3) to take medical leave when the Employee is unable to work because of a serious health condition. Under some circumstances, Employees may take family/medical leave intermittently—which means taking leave in blocks of time, or by reducing

their normal weekly or daily work schedule. A pregnant employee may have the right to take a pregnancy disability leave in addition to a family/medical leave.

Certain restrictions on these benefits may apply.

(2) Notice & Certification

To take family/medical leave, a unit member may be required to provide:

- a. 30-day advance notice when the need for leave is foreseeable;
- b. Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
- c. Periodic re-certification; and
- d. Periodic reports during the leave.

When leave is needed to care for a spouse, child, registered domestic partner or parent or the member's own serious health condition, and is for planned medical treatment, he/she/theythe unit member must try to schedule treatment so as not to unduly disrupt CNCA's operation.

(3) Compensation during Leave

Family/medical leave is unpaid. CNCA may require the unit member to use accrued paid leave to cover some or all of the family/medical leave. The use of paid time off will not extend the length of a family/medical leave.

(4) Benefits During Leave

CNCA will maintain, for up to a maximum of 12 workweeks of family/medical leave, any group health insurance coverage that was provided before the leave on the same terms as if the unit member had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if the unit member does not return to work following family/medical leave for at least 60 days.

If a unit member is on family/medical leave but not entitled to continued paid coverage, the member may continue group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payment to CNCA for the amount of the relevant premium.

(5) Job Reinstatement

Under most circumstances, upon return from family/medical leave, the unit member will be reinstated to his/her/their previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family/medical leave, the unit member has no greater right to reinstatement than if he/she/theytheunit member had been continuously employed rather than on leave. For example, if the unit member would have been laid off had he/she/theythe unit member not gone on family/medical leave, or if his/her/their position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.

If the unit member is returning from family/medical leave taken for his/her/their own serious health condition, but is unable to perform the essential functions of his/her/their job because of a physical or mental disability, CNCA will attempt to reasonably accommodate the unit member. Use of

family/medical leave will not result in the loss of any employment benefit that earned before using family/medical leave.

e. Pregnancy Disability Leave:

1. Employee Eligibility

CNCA will grant an unpaid pregnancy disability leave for disability due to pregnancy, childbirth, or a related medical condition.

2. Leave Available

A unit member disabled due to pregnancy, childbirth, or a related medical condition may take up to a maximum of four months leave. As an alternative, CNCA may transfer the unit member to a less strenuous or hazardous position if so requested, with the advice of the unit member's physician, and if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family/medical leave under federal law.

3. Notice and Certification Requirements

A unit member must provide CNCA with reasonable advance notice of the need for a pregnancy disability leave. In addition, the unit member must provide CNCA with a health care provider's statement certifying the last day of work and the expected duration of the leave.

4. Compensation During Leave

Pregnancy disability leaves are without pay. However, a unit member may utilize any accrued paid time off during the leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that the unit member may receive. At no time will the unit member receive a greater total payment than their regular compensation.

5. Benefits During Leave

An employee who is also eligible for federal or state family/medical leave, CNCA will maintain, for up to a maximum of 16 work weeks, any group health insurance coverage provided before the leave on the same terms as if the member had continued to work. CNCA may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave for at least 60 days.

If the unit member is on pregnancy disability leave but does not receive continued paid coverage, ~~she~~ the unit member may continue group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium.

## 6. Reinstatement

Upon the submission of a medical certification from a health care provider that the unit member is able to return to work, the unit member ~~she~~ will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, the employee will not be entitled to any greater right to reinstatement than if ~~she~~ the unit member had been employed continuously rather than on leave. For example, if the unit member would have been laid off if the unit member ~~she~~ had not gone on leave, then ~~he/she~~ the unit member will not be entitled to reinstatement.

If on the unit member's return from a pregnancy disability leave ~~she~~ the unit member is unable to perform the essential functions of the job because of a physical or mental disability, CNCA will attempt to accommodate the unit member.

### f. Personal Leaves of Absence:

After one year of employment, a personal leave of absence without pay for up to 30 days may be granted at the discretion of CNCA. Requests for personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that CNCA does not guarantee reinstatement following a personal leave. However, CNCA will offer Employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

### g. Disability Leave:

Consistent with state and federal disability laws, CNCA may provide a limited leave of absence from work to qualified disabled employees who need time away from work as a form of reasonable accommodation. CNCA may require the employee to provide additional information and documentation in order to determine whether to provide the accommodation.

CNCA will not grant a leave of absence as a form of accommodation, where the absence will cause an undue hardship.

### h. Funeral and Bereavement Time Off:

Any Employee may take up to three consecutive workdays off with pay following the death of an immediate family member of the Employee's or the Employee's current spouse or registered domestic partner. Funeral or Bereavement time will be paid on a pro-rated basis for those employees that work less than Full Time. "Immediate family" is defined at Article 3, section h. The Principal may also approve additional unpaid time off. Verification of the need for bereavement leave shall be provided to the site administration on request.

### i. Personal Necessity Leave:

Unit members may use up to five (5) sick days per school year for a personal necessity of compelling personal importance defined herein that cannot be dealt with during the unit member's regular work day. No more than two (2) personal necessity days may be used consecutively.

Advance approval from the Principal shall not be required for personal necessity absence due to: (1) death in the immediate family; or (2) a serious accident or emergency of the unit member or of a member of the unit member's immediate family.

Personal necessity as set forth in this section may be used with the advance permission of the Principal:

- for a bona fide religious observance
- for a court appearance where the employee is a litigant
- for the serious illness or hospitalization of a member of the unit member's immediate family
- for other matters of compelling personal importance that cannot be dealt with outside the work hours

Personal necessity shall not be used:

- to extend a break period or holiday
- for any concerted activity, including work slowdown, work action, or strike
- for Association business
- on any testing, parent conference, school program, or professional development day

Unit members returning from personal necessity leave shall complete a written absence report verifying the reason for the personal necessity absence.

j. Association Leave:

The Association may request up to 15 days per year of release time for lawful union business other than negotiations or a grievance hearing scheduled with the employer, provided the timing of the leave does not, in the opinion of the Chief Executive Officer, interfere unnecessarily with the instructional program and that no one person uses more than 10 days per year. The Association shall notify the HR Department and reimburse CNCA in a timely manner, not to exceed 60 days from billing date, for all costs associated with obtaining substitute coverage for the absence.

k. CNTA Executive Board (not to exceed six (6) officers) may be released the same full work day up to one full day per quarter to attend CNTA Meetings (up to 4 days total per school year). The CNTA Executive Board and all CNTA site representatives may be released up to one full day per semester (up to 2 days per school year). Release days will be communicated annually to site leaders by September 1. Such released time shall be limited to one (1) meeting per quarter.

Association Leave shall not be scheduled during the first or last week of a semester, during parent conference weeks, staff development days, or during student testing dates. Release dates communicated to site leaders by September 1 shall take priority over later scheduled conflicting obligations except in case of an emergency or a request by the CEO. Association leave shall not negatively impact job duties as a teacher.

CNTA shall pay CNCA the full cost of each member's compensation (including the employer's STRS contribution) for each day of absence under this section within 30 days of receiving CNCA's certification of payment to the employee. CNCA shall pay for substitute coverage

k.l. Jury Duty Leave:

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.

The unit member shall notify his/her/their 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. Employee required to report for duty shall request a substitute teacher and have lesson plans in place.

All per diem fees received for jury service are to be submitted to the CNCA Director of Human Resources or designee.

Upon unit member’s return to work from jury duty, the unit member 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.

22. Compensation: CNCA acknowledges the importance of paying teachers competitive compensation within the fiscal resources of CNCA.

- a. As of July 1, 20~~18~~21, - all cells in the salary schedule, exclusive of stipends, differentials and daily rates, shall be increased, ~~by 2%~~. These increases are reflected on the attached table as Exhibit C.
- b. New teachers shall submit official transcripts and verification of experience letters to the Human Resources Department within 30 calendar days of employment. Initial salary placement may be modified based on receipt of the official records.
- c. Stipends & Differentials

1. National Board Certification	\$2000
2. National Board Certification reimbursement (Upon completion and certification)	\$1000
3. BCLAD(Spanish) (not in a bilingual teaching assignment)	\$500
4. BCLAD (Spanish) (in a <u>I</u> K-5 bilingual teaching assignment*)	\$2000

-Elective Teachers, Teachers who teach a Spanish elective, and or foreign language will not qualify for this stipend.

5. Coordinator**	\$2000
6. Leadership stipend (IPC, ELT, athletic coach)	\$1000

7. Buy back day (Mandatory) \$290300

8. Overnight Pay for school sponsored field trips \$200/night

Unit members will qualify for Overnight Pay and Professional Work Day Pay for all school sponsored field trips scheduled on a non-work day.

7.9. Professional work day\*\*\* (Optional) \$200

\* Bilingual assignment is defined as a teacher who is teaching in Spanish for an average 30% or more of the instructional day.



- \*\* Principals will identify coordinator position, develop job posting and share posting with certificated staff. Please refer to Exhibit G for a general description.
- \*\*\* Professional work days assume a full day or an hourly rate of \$3540 for up to five (5) hours and are approved by the site principal and may include team planning, curriculum development, committee work or work related to supporting school wide initiatives.

Opportunities for which stipends are offered shall be made available upon reasonable notice by site principal or designee to all unit members at their site and shall be assigned following a reasonable application process. Stipends shall only be paid upon satisfactory performance of the duties associated with the position. Stipend recipients will be selected by site principal or designee.

Stipends and differentials are paid in two (2) installments. 50% of the stipend amount is paid by December 15th and the remaining portion is paid by June 30th, unless otherwise authorized by Site Principal and approved by HR

#### Units:

d. Salary units will be reviewed three (3) times a year at the beginning of August, October and February. Original transcripts must be submitted for review by the first of the respective month. Notification of units approved will be made within 28 calendar days. Units must be awarded by an accredited graduate school of education in the United States. Units that will be awarded for purposes of placement on the Salary Schedule (Exhibit C) include the following:

1. Graduate level units from an accredited college or university in the United States that are related to the unit members teaching assignment, including but not limited to all Multiple-Subject CSET subjects, electives/specials, inclusion, or socio-emotional learning.
2. Graduate level units from an accredited college or university in the United States leading to additional certifications such as, but not limited to, early childhood education permits, BCLAD and EL authorizations.
3. Graduate level units earned through participation at education conferences and/or professional development opportunities such AP conferences, Bilingual Education Conferences, etc.

All requests must be submitted to the HR Department for review and approval by the deadline. If a request is denied, the unit member may appeal the decision by submitting a formal request to the Chief Executive Officer (refer to Exhibit E). Approval of such units is at the discretion of the Chief Executive Office and based solely on the CEO's evaluation of the value of coursework for current instructional needs, and shall not set a precedent for future acceptance of units. Any adjustments will be retroactive to the first of the applicable month as referenced above.

Units received from a college or university on a quarter system shall be multiplied by a factor of 0.66 to equate to semester units. Salary classification is determined by the number of semester units and verified years of full-time teaching experience on the CNCA Salary Schedule.

~~Units directly related to teaching assignment but not from an accredited graduate school of education may be submitted for review. Approval of such units is at the discretion of the Chief Executive Officer, approval is solely on the basis of the CEO's evaluation of the value of coursework for current instructional needs, and shall not set a precedent for future acceptance of units. Any adjustments will be retroactive to the first of the applicable month as referenced above. To request to have non-graduate/non-education units reviewed, please complete the Unit Review form (refer to Exhibit E)~~

e.e. Opportunities for hourly compensation outside of the contractual work day, such as teaching summer school or afterschool intervention, shall be made available upon reasonable notice by site principal or

designee to all unit members at their site and shall be assigned following a reasonable application process. Employment for hourly compensation outside of the contractual work day will be determined by the site principal or designee.

e-f. Teacher retention incentives:

- i. Longevity bonus \$1000

~~(A longevity bonus of \$1000 shall be awarded after the completion of every the first five (5) full (August to June) consecutive school years of service at CNCA). Thereafter, a longevity bonus of \$1000 shall be awarded after the completion of every three (3) full (August to June) consecutive school years of services at CNCA.~~

g. Teacher Induction: CNCA shall reimburse unit members up to a total of \$4,500 for the cost of tuition for completing a California approved induction program to clear their California teaching credential. The amount will be reimbursed over a period of three years on the following schedule:

- ~~• \$2,000 will be reimbursed for tuition upon the completion of first year of induction while at CNCA.~~
- ~~• \$1,250 will be reimbursed for tuition upon the completion of the second year of induction while at CNCA.~~
- ~~• \$1,250 will be reimbursed for tuition at the completion of the 3<sup>rd</sup> year at CNCA after completing induction.~~
- 50% of the total cost will be reimbursed for tuition upon the completion of the first year of induction while employed at CNCA.
- 25% of the total cost will be reimbursed for tuition upon the completion of the second year of induction while employed at CNCA.
- 25% of the total cost will be reimbursed for tuition at the completion of the 3<sup>rd</sup> year of employment at CNCA after completing induction.

The unit member shall provide written certification by June 30<sup>th</sup> of each year of induction to the Human Resources Department, satisfactory to CNCA of meeting the completion requirement and of actual payments. All tuition reimbursements will be processed by September 30<sup>th</sup> of the following school year. Any unit member who does not return to CNCA after year one (1) or year (2) of the induction program, ~~will become~~ is ineligible for tuition reimbursement.

Separation of employment:

- In the event of a separation of employment, the unit member will be responsible for the remaining balance of tuition for the Induction Program.
- If a unit member resigns mid-year, no amount will be reimbursed for that year.
- If a unit member is dismissed for cause, no amount will be reimbursed for that year.
- If a unit member is dismissed due to a reduction in force or non-renewal, unit member will be reimbursed a prorated amount of tuition up to the date of separation.

h. TK Certification: SB 876 added additional requirements for TK teachers. Pursuant to EC 48000(g), a school district or charter school shall ensure that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2020, one of the following:

1. At least 24 units in early childhood education, or childhood development, or both.
2. As determined by the local educational agency employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in bullet 1.

3. A child development teacher permit issued by the California Commission on Teacher Credentialing (CTC).

CNCA shall reimburse unit members, in a TK assignment, up to \$1,000 for the cost of tuition for meeting this TK requirement. Unit members will receive reimbursement in increments of 50% upon completion of 12 units and the remaining 50% upon completion of 24 units.

The amount will be reimbursed based on the timeline above, once the educational requirement has been satisfied. The unit member shall provide written certification to the Human Resources Department within 60 days of the requirement being met for processing. Any requests received after 60 days will be denied, except for those unit members who have completed or embarked on the certification process with CNCA between 2018 and July 1, 2021, and are still actively employed by CNCA as of July 1, 2021.

23. Benefits: CNCA shall provide full-time, eligible unit members with a health policy including comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. Certificated employees are covered the first of the month following 30 days of employment. If eligible, as part of the compensation for health insurance, CNCA will pay a monthly amount towards the health premium as follows: \$350 monthly for those unit members who choose individual coverage; \$475 monthly for those unit members who choose coverage for themselves and one dependent (as eligible per state and federal guidelines); \$600 monthly for those unit members who choose coverage for themselves and two or more dependents (as eligible per state and federal guidelines), otherwise referred to as "Family" coverage. CNCA will make a prorated payment for certificated unit members if they work at least half time but less than full time.

If the annual premium exceeds the monthly allotment, CNCA will pay 50% of the cost above the eligible allotment for the selected plan. The remainder of the premium cost will be deducted from the unit member's ~~salary warrant (paycheck)~~ as a condition of receipt of benefits. None of the unused benefits allotment will be reimbursed to a unit member.

Full time, eligible unit members who waive all health and welfare benefits will be entitled to a \$1000 benefits stipend at the end of the contract year. Full time, eligible unit members who waive medical benefits, but accept vision and/or dental insurance will be entitled to a stipend in the amount of \$1000 minus the total cost of benefits received.

CNCA will set an annual meeting with the broker for health insurance for CNTA bargaining unit employees to review costs and benefit plans. CNTA may appoint a member of its Executive Board to attend the annual meeting with CNCA and their health insurance broker.

24. Assignability: This agreement shall not be assignable upon dissolution or revocation of the charter or any other change in the form of the organization.

25. Management Rights:

A. The following is a statement of CNCA's rights. CNCA rights listed in this article are in addition to all rights granted by law. Matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and also all rights and matters not limited by other provisions of this Agreement are reserved to CNCA. Reserved rights include, but are not limited to, the exclusive right to determine,

implement, modify or discontinue, any of the following, subject only to the other provisions of this Agreement.

1. The legal, operational, and organizational structure of CNCA, including the chain of command, division of authority, organizational divisions and subdivisions, and advisory commissions and committees;
2. The financial structure of CNCA, including all sources and amounts of, income, taxes and debt, 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 timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;
3. The acquisition, disposition, number, location, and utilization of all CNCA schools and properties, including all facilities, grounds, parking areas and other improvements, and the personnel, work, and activity functions assigned to such schools and properties;
4. All services rendered to the public and to CNCA 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 including educational, support, maintenance and repair services;
5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, temporary and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, to do work which is also done by unit members, and the methods of selection and assignment of such personnel;
6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such matters;
7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of CNCA; 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;
8. The job classification and the content and qualifications thereof, and the duties for all unit members;
9. The dates, times and hours of operation of CNCA facilities, functions and activities; work schedules; the school calendar;
10. Safety and security measures for students, the public, properties, facilities, vehicles, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

11. The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of this Agreement;

12. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of CNCA not limited by specific provisions language of this Agreement.

B. All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to CNCA even though not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon CNCA's rights. The exercise of any right to CNCA herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of CNCA's right or preclude CNCA from exercising the right in a different manner.

C. 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.

Except as specifically provided herein, the term of this Agreement shall be from July 1, 2018~~21~~ through June 30, 2024~~14~~, and shall continue in effect from year to year thereafter unless amended, modified or terminated.

This Agreement is subject to ratification by the Board of Trustees for Camino Nuevo Charter Academy and by the membership of the Camino Nuevo Teachers Association.

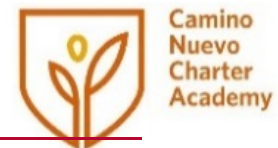
Agreed to in Los Angeles, Los Angeles County, California on the 12~~1~~<sup>st</sup> 2~~th~~-day of June, 2018~~21~~.

Camino Nuevo Charter Academy

Camino Nuevo Teachers Association

~~Ana F. Ponce~~Adriana Abich, Chief Executive Officer

~~John Hdefonso~~Laura Farrel, CNTA President



Camino  
Nuevo  
Charter  
Academy

EXHIBIT A

## ~~2015-2018 Camino Nuevo Charter Academy Teacher Evaluation Form~~

<b>Name:</b>  <b>Assignment:</b>  <b>Evaluator:</b>  <b>Semester of evaluation:</b>  <b>Date:</b>	<b>Performance Levels</b>	
	<b>E</b>	Exceeds expectations. Abundant evidence of consistent excellence. Able to teach others in this area.
	<b>M</b>	Meets expectations. Evidence of consistent excellence. Demonstrates strength and confidence in this area. Minimal or no improvements identified in this area.
	<b>P</b>	Progressing toward meeting expectations. In process of learning and/or growing in this area.
	<b>L</b>	Limited evidence of progress or growth. Not sufficiently meeting expectations. Limited evidence of response to recommendations.
<b>Standard</b>		<b>Evidence</b>
1. <del>Engaging and Supporting All Students in Learning</del>		Performance Level: _____
<del>a. Uses a variety of instructional strategies and resources to respond to students' diverse learning needs, language and interests</del> <del>b. Differentiates instruction and provides targeted support to ensure all students access content</del> <del>c. Engages all students in meaningful problem solving and critical thinking across subjects</del> <del>d. Activates prior knowledge</del> <del>e. Links concepts to real life and incorporates culturally relevant pedagogical strategies</del> <del>f. Promotes student autonomy, interaction and choice</del> <del>g. Promotes reflective learning</del>		
2. <del>Demonstrating Subject Matter Competency</del>		Performance Level: _____
<del>a. Exhibits knowledge of content and student development</del> <del>b. Breaks down standards into appropriate learning objectives</del> <del>c. Interrelates standards-based ideas within and across content areas when possible</del> <del>d. Organizes curriculum to aid understanding of central themes</del>		

<p>3. <del>Planning Instruction and Designing Learning Experiences for All Students</del></p>	<p>Performance Level: _____</p>	
<p><del>a. Designs long and short term plans reflecting grade level/content standards</del></p> <p><del>b. Plans rigorous learning goals aligned to instructional activities</del></p> <p><del>c. Designs and implements lesson plans that reflect an effective use of time</del></p> <p><del>d. Makes material accessible to all students through knowledge of content, student development, resources, a variety of strategies</del></p>		
<p>4. <del>Assessing Student Learning</del></p>	<p>Performance Level: _____</p>	
<p><del>a. Establishes and communicates learning goals for all students</del></p> <p><del>b. Collects and analyzes data from a variety of sources including formal and informal assessments</del></p> <p><del>c. Uses the results of assessments to guide instruction</del></p> <p><del>d. Involves and guides all students in assessing their own learning</del></p> <p><del>e. Shares data frequently with students and families to document and encourage progress</del></p>		
<p>5. <del>Creating and Maintaining Effective Environment</del></p>	<p>Performance Level: _____</p>	
<p><del>a. Creates a welcoming environment for all students</del></p> <p><del>b. Establishes and maintains clear norms of student behavior in and outside of the classroom</del></p> <p><del>c. Promotes and models fairness, respect and responsibility among students</del></p> <p><del>d. Uses instructional time effectively through procedures/routines</del></p> <p><del>e. Visibly displays instructional resources and celebrations of student progress</del></p>		
<p>6. <del>Developing as a Professional Educator</del></p>	<p>Performance Level: _____</p>	
<p><del>a. Uses strategies and resources provided through professional development</del></p> <p><del>b. Establishes professional goals and pursues opportunities to reflect and grow professionally</del></p> <p><del>c. Works with colleagues to improve professional practice</del></p> <p><del>d. Works with families and members of the community to improve professional practice</del></p> <p><del>e. Demonstrates a commitment to improve practice over time</del></p>		

7. Meeting Professional Expectations	Performance Level: _____
<del>a. Contributes to a collegial and collaborative culture with staff and stakeholders</del> <del>b. Arrives on time and/or is prepared for required duties</del> <del>c. Supports school policies, goals and established procedures</del> <del>d. Completes required paperwork and documentation punctually and accurately</del> <del>e. Maintains professional appearance</del>	

Next Steps for Teacher:

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Support to be Provided to Teacher:

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Next Meeting/Review Date:

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~~➤ Read and Discussed with Teacher~~

\_\_\_\_\_ Date \_\_\_\_\_

Evaluator

~~➤ Read and Discussed with Evaluator~~

\_\_\_\_\_ Date \_\_\_\_\_

Teacher

~~☐ Teacher statement attached~~

Approved \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Principal



*Exhibit A will be updated and included as part of the 2021-2024 upcoming Teacher Evaluation MOU.*

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**EXHIBIT B**

<b>CAMINO NUEVO CHARTER ACADEMY Employee Summary of Benefits</b>	
<b>GROUP TERM LIFE INSURANCE</b> Paid by CNCA	Basic Life Benefit- Employee - \$15,000 Accidental Death & Dismemberment- \$15,000
<b>GROUP TERM LIFE INSURANCE</b> Additional Purchased by Employee	Additional life insurance coverage of up to \$150,000 may be purchased at the time of initial employment without a health checkup. This additional benefit is optional and paid for by the employee.
<p><del>Blue Shield of California</del> <del>Access + HMO Plan</del> <del>www.blueshieldca.com</del></p> <p style="text-align: center;"><u>Or</u></p> <p><del>Anthem Blue Cross HMO</del> <del>Blue Shield of California</del> <del>Trio HMO Plan</del> <del>www.blueshieldca.com</del></p> <p style="text-align: center;"><u>Or</u></p> <p><del>Blue Shield of California</del></p> <p><del>Anthem Blue Cross-Full PPO Plan</del> <del>www.blueshieldca.com</del></p>	<p><del><u>Blue Shield of California: Access + HMO Plan</u></del> <del><u>Anthem Blue Cross HMO Option:</u></del> <del><i>Deductible: No Deductible</i></del> <del><i>Co- Pays: \$20 per office visit</i></del> <del><i>Prescriptions: Co-pay for in network pharmacy prescriptions vary from \$10-\$45. Co-pay for out of network pharmacy prescriptions vary from \$10-\$45, plus 50% of the remaining prescription drug coverage expense and costs in excess of the maximum amount allowed</i></del> <del><i>Maximum out of Pocket: \$1,500 for individual; \$3,000 for Family</i></del></p> <p><del><u>Blue Shield of California: Trio HMO Plan:</u></del> <del><i>Deductible: No Deductible</i></del> <del><i>Co- Pays: \$20 per office visit</i></del> <del><i>Prescriptions: Co-pay for in network pharmacy prescriptions vary from \$10-\$40.</i></del> <del><i>Maximum out of Pocket: \$1,500 for individual; \$3,000 for Family</i></del></p> <p><del><u>Anthem Blue Cross Blue Shield of California PPO:</u></del> <del><i>Deductible: \$500 per member/yr. maximum of \$1,500 deductible per family/yr.</i></del> <del><i>Co-Pays: \$305 per office visit with PPO provider; 40% for Non-PPO provider.</i></del> <del><i>Prescriptions: In network pharmacy prescriptions vary from \$15-\$50. Out of network pharmacy prescriptions vary from \$15-\$50, plus 50% of the remaining prescription drug coverage expense and costs in excess of the maximum amount allowed.</i></del> <del><i>Maximum out of Pocket: \$500/member/year with PPO Providers.</i></del> <del><i>\$1,800/member/year with Non-PPO Providers.</i></del></p>
<b>DENTAL INSURANCE</b> Guardian HMO <a href="http://www.guardiananytime.com">www.guardiananytime.com</a> Or Guardian PPO <a href="http://www.guardiananytime.com">www.guardiananytime.com</a>	<p><del><u>Guardian HMO Dental Plan:</u></del> <del><i>Maximum Benefit: No set limits.</i></del> <del><i>Deductible: No Deductible. Preventive dental services covered 100%. Co-Pay from \$10-\$200 for other procedures will vary for each covered procedure. Refer to "Plan Details" for more information.</i></del></p> <p><del><u>Guardian PPO Dental Plan:</u></del> <del><i>Maximum Benefit: \$1,500 annual benefit per individual.</i></del> <del><i>Deductible: In-Network Deductible- \$50 (waived for preventive services). Out-of-Network Deductible- \$75 (not waived for preventive services).</i></del></p>
<b>VISION PLAN</b> VSP (through Guardian) <a href="http://www.guardiananytime.com">www.guardiananytime.com</a>	<p><del><u>VSP Vision Plan (Through Guardian):</u></del> <del><i>Exam: Every 12 months.</i></del> <del><i>Materials: Lenses/Frames OR contact lenses every 12 months.</i></del> <del><i>Co-pays: \$10 for Exam; \$20 for Materials</i></del></p>
<b>SUPPLEMENTAL INSURANCE</b> Guardian <a href="http://www.guardiananytime.com">www.guardiananytime.com</a>	<p><del><u>Guardian:</u></del> Offers policies including accident, <del>long-term disability</del>, short-term disability, life, medical supplemental and others. Enrollment with Guardian is available in <del>September</del> <b>November 1<sup>st</sup></b> of each year. This additional benefit is optional and it is paid for by the employee.</p>

\*Please refer to CNCA plan summaries for more detailed information

**EXHIBIT C**

Camino Nuevo Charter Academy  
Professional Compensation Table

Certificated Teachers  
201821-20214

Salary Schedule

<b>Intern Category:</b>	<b>I1 - Intern</b>
	-
<b>Exp. Level</b>	
<b>0</b>	<b>\$ 57,200.00</b>
<b>1</b>	<b>\$ 57,200.00</b>

Professional Category:	Category A	Category B	Category C
	BA + Credential	MA Degree** or Plus 40 units	Plus 70 units
<b>Exp. Level***</b>			
<b>0</b>	\$ 57,200.00	\$ 57,499.03	\$ 62,788.94
<b>1</b>	\$ 57,486.00	\$ 58,649.01	\$ 64,044.72
<b>2</b>	\$ 57,773.00	\$ 59,821.99	\$ 65,325.61
<b>3</b>	\$ 58,085.30	\$ 61,018.43	\$ 66,632.13
<b>4</b>	\$ 59,247.00	\$ 62,238.80	\$ 67,964.77
<b>5</b>	\$ 60,431.94	\$ 63,483.57	\$ 69,324.06
<b>6</b>	\$ 61,640.58	\$ 64,753.25	\$ 70,710.54
<b>7</b>	\$ 63,489.80	\$ 66,695.84	\$ 72,831.86
<b>8</b>	\$ 65,394.49	\$ 68,696.72	\$ 75,016.82
<b>9</b>	\$ 67,356.33	\$ 70,757.62	\$ 77,267.32
<b>10</b>	\$ 69,377.02	\$ 72,880.35	\$ 79,585.34
<b>11</b>	\$ 71,458.33	\$ 75,066.76	\$ 81,972.90
<b>12</b>	\$ 73,602.08	\$ 77,318.76	\$ 84,432.09
<b>13</b>	\$ 75,810.14	\$ 79,638.32	\$ 86,965.05
<b>14</b>	\$ 78,084.44	\$ 82,027.47	\$ 89,574.00
<b>15</b>	\$ 80,426.98	\$ 84,488.30	\$ 92,261.22

<b>Intern Category:</b>	
<b>Exp. Level</b>	<b>Intern</b>
<b>0</b>	<del>\$ 46,162</del>

<b>1</b>	<del>\$ 46,162</del>
<b>2</b>	<del>\$ 46,162</del>

<b>Professional Category:</b>	<b>Category A</b>
-	BA + Credential
<b>Exp. Level***</b>	-
<b>0</b>	<del>\$ 53,166</del>
<b>1</b>	<del>\$ 53,698</del>
<b>2</b>	<del>\$ 54,235</del>
<b>3</b>	<del>\$ 55,320</del>
<b>4</b>	<del>\$ 56,426</del>
<b>5</b>	<del>\$ 57,555</del>
<b>6</b>	<del>\$ 58,706</del>
<b>7</b>	<del>\$ 60,467</del>
<b>8</b>	<del>\$ 62,281</del>
<b>9</b>	<del>\$ 64,149</del>
<b>10</b>	<del>\$ 66,074</del>
<b>11</b>	<del>\$ 68,056</del>
<b>12</b>	<del>\$ 70,098</del>
<b>13</b>	<del>\$ 72,201</del>
<b>14</b>	<del>\$ 74,367</del>
<b>15</b>	<del>\$ 76,598</del>

\*\*\*\* Career Increment at 2016<sup>th</sup>-year is: \$1,000 Annually  
 Career Increment at 25<sup>th</sup>-year is: \$2,000 Annually

\*National Board Certification will automatically move to the next category.

\*\* From an accredited graduate school of education in the United States.

\*\*\* Refers to full time years of eligible teaching experience in K-12 system.

\*\*\*\* Career Increment- In addition to the salary schedule, CNCA pays a career increment of \$1000 annually from years 2016-2420 (noncumulative with previous increment), and \$2000 annually from years 2421 and beyond-25 (noncumulative with previous increment). These amounts are not cumulative, nor do they increase when the salary schedule is increased. Teachers may only qualify to receive a Career Increment after they have completed 5 years of full-time teaching experience at CNCA.

Salary classification is determined by the number of semester units and verified years of full-time teaching experience on the CNCA Salary Schedule. Units received from a college or university on a quarter system shall be multiplied by a factor of 0.66 to equate to semester units.

This salary schedule applies to unit members who were on Category A, Category B, or Category D of the 2015-2018 Teacher Salary Schedule for the 2017-2018 school year

**EXHIBIT D**

# CAMINO NUEVO CHARTER ACADEMY

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## GRIEVANCE FORM

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### **\*\*CONFIDENTIAL INFORMATION\*\***

Instructions: Please fill out this form completely and clearly. Sign and return to the Principal.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Other Telephone Number: \_\_\_\_\_

Principal's Name: \_\_\_\_\_ Site: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Persons Involved: \_\_\_\_\_

Nature of Grievance:

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Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**EXHIBIT E**

*o Juneteenth added as a recognized holiday for observance.*



Camino  
Nuevo  
Charter  
Academy

**CNCA Unit Review**

Salary units will be reviewed three (3) times a year at the beginning of August, October and February. Original transcripts must be submitted for review by the first of the respective month. Notification of units approved will be made within 28 calendar days. Units must be awarded by an accredited graduate school of education in the United States. Units directly related to teaching assignment but not from an accredited graduate school of education may be submitted for review. Approval of such units is at the discretion of the Chief Executive Officer, is considered solely on the basis of the CEO's evaluation of the value of the coursework for current instructional needs, and shall not set a precedent for future acceptance of units. Any adjustments will be retroactive to the first of the applicable month as referenced above.

**Request to have non graduate/non education units reviewed:**

Name: \_\_\_\_\_ Site: \_\_\_\_\_

Teaching Assignment (Grade level/subject): \_\_\_\_\_

Please list the course number/s, title of the course/s and course descriptions of the classes you would like be considered for review. Write a brief statement below of why these course/s should be approved and how the course/s directly relate to your teaching assignment (you may attach an additional sheet if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

\*\* Please note all official transcripts must be **received** by the Human Resources Department office by August 1, October 1, and February 1 in order for units to be considered for unit review\*\*

Request Approved \_\_\_\_\_  Request Not Approved



Camino  
Nuevo  
Charter  
Academy

Explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CNCA CEO Appeal Request**

An appeal to CNCA's Chief Executive Officer may be made when you do not agree with a decision made by CNCA's Human Resources Department based on the CNCA & CNTA Collective Bargaining Agreement (CBA).

**Name:** \_\_\_\_\_ **School:** \_\_\_\_\_

**Select Appeal Topic:**

<input type="checkbox"/>	<u>Years of Eligible Experience</u>
<input type="checkbox"/>	<u>Units of Education</u>
<input type="checkbox"/>	<u>Sick leave request to care for an immediate family member</u>
<input type="checkbox"/>	<u>Request to donate sick leave days</u>

Your detailed explanation on the reason for your request and why you believe an exception should be made (attach additional letter and supplemental documentation to support your request):

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Submit this form and any supplemental documentation to [Jamica.Brazell@pueblonuevo.org](mailto:Jamica.Brazell@pueblonuevo.org) Your appeal packet will be prepared and provided to the CEO for review. The CEO has thirty (30) days from the date received to render a decision.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**TEACHER IMPROVEMENT PLAN**

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Teacher Improvement Plan is provided to assist the teacher in correcting a deficiency in performance. The teacher is directed to immediately implement the performance expectations listed below. The duration of this teacher improvement plan and the type(s) of support offered are individualized by the evaluator to address the deficiency (/ies) identified. At the conclusion of this plan a meeting will be held to document outcomes and next steps.

<b>Area of Deficiency</b> <i>(cite specific domain and component of the CNCA Teacher Growth Tool)</i>	<b>Performance Expectations</b> (specific measurable outcomes)	<b>Teacher Action Steps</b>	<b>Evaluator Action Steps (Support/Resources Provided)</b>	<b>Benchmark Dates</b>	<b>Outcome</b>

**Additional comments (or see attached):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***I understand that if I fail to successfully implement this plan and resolve issues of deficiency in my work performance in any of the areas of deficiency stated above, my failure to do so will jeopardize my continued employment with CNCA.***

A copy of this improvement plan will be placed in your personnel file.

\_\_\_\_\_  
 Teacher Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Administrator Signature

\_\_\_\_\_  
 Date



## EXHIBIT G

### Camino Nuevo Charter Academy Coordinator Description

**General Description:** Under the supervision of the Site Principal, Coordinators are responsible for fulfilling a specific function of the schools operation for the school year. Under supervision, Coordinators will perform work that is varied and that may be somewhat complex in character but usually involves limited responsibility. Responsibilities may include setting processes and structures in place to reach goals in an effective and efficient way, collaborating with cross site leaders and other coordinators, organizing and systematizing structures that are currently in place. Coordinators must be flexible and responsive to team and school needs. This position will require before-school and/or after-school meetings and regular communication with the administration.



**Exhibit H: Request to Donate Sick Leave**

**AN EMPLOYEE WISHING TO DONATE SICK LEAVE DAYS TO ANOTHER EMPLOYEE SHALL SUBMIT THE COMPLETED TOP PORTION OF THIS FORM TO THE HOME SUPPORT OFFICE. THE EMPLOYEE RECEIVING DONATED SICK LEAVE SHALL BE RESPONSIBLE FOR PROVIDING ANY REQUIRED STATEMENT OF NEED CERTIFIED BY A LICENSED PHYSICIAN.**

**EMPLOYEE NAME:** \_\_\_\_\_

**SCHOOL/LOCATION:** \_\_\_\_\_

**SOCIAL SECURITY/EMPLOYEE IDENTIFICATION NUMBER:**  
\_\_\_\_\_

**NUMBER OF SICK LEAVE DAYS I WISH TO DONATE:** \_\_\_\_\_

*NOTE: The maximum number of sick days that an employee may donate is 5 (five).*

**EMPLOYEE TO WHOM I WISH TO DONATE DAYS:** \_\_\_\_\_

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**TO BE COMPLETED BY HUMAN RESOURCES:**

The employee to whom sick leave days are to be donated

is eligible based on the following criteria:

is not eligible to receive the days based on the following criteria:

Check each requirement that is met:

- The receiving employee or a member of his/her immediate family suffers from a medically certified illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to be absent for at least ten (10) days.
- As appropriate, the receiving employee's need for the absence and use of sick leave are certified by a licensed physician **(as attached)**.
- The receiving employee has exhausted his/her accumulated sick leave and any other paid leave granted by the Board.
- The receiving employee has complied with the CNCA's policies governing the use of sick leave.

**Approval of CEO** \_\_\_\_\_ **Date** \_\_\_\_\_

**Exhibit H: Request to Donate Sick Leave**

An employee wishing to donate sick leave days to another employee shall submit the completed top portion of this form to the Human Resources Department. The employee receiving donated sick leave shall be responsible for providing any required statement of need certified by a licensed physician.

Employee Name: \_\_\_\_\_

School/location: \_\_\_\_\_

Number of sick leave days I wish to donate: \_\_\_\_\_

Note: the maximum number of sick days that an employee may donate is ten (10).

Employee to whom I wish to donate days: \_\_\_\_\_

**Employee's Signature**

**Date**

**To be completed by Human Resources:**

The employee to whom sick leave days are to be donated:

- is eligible based on the following criteria.
- is not eligible to receive the days based on the following criteria.

Check each requirement that is met:

- The receiving employee or a member of his/her immediate family suffers from a medically certified illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to be absent for at least ten (10) days.
- As appropriate, the receiving employee's need for the absence and use of sick leave are certified by a licensed physician (as attached).
- The receiving employee has exhausted his/her accumulated sick leave and any other paid leave granted by the Board.
- The receiving employee has complied with the CNCA's policies governing the use of sick leave.

Request Approved       Request Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_