



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
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AND
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July 1, 2021 – June 30, 2024

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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 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 15th. 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 1st.

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 15th
- 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 30th 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 30th 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 21st 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

	CAMINO NUEVO CHARTER ACADEMY Employee Summary of Benefits
GROUP TERM LIFE INSURANCE Paid by CNCA	Basic Life Benefit- Employee - \$15,000 Accidental Death & Dismemberment- \$15,000
GROUP TERM LIFE INSURANCE 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 www.blueshieldca.com Or Blue Shield of California Trio HMO Plan www.blueshieldca.com Or Blue Shield of California Full PPO Plan www.blueshieldca.com	<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 <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 <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.
DENTAL INSURANCE Guardian HMO www.guardiananytime.com Or Guardian PPO www.guardiananytime.com	<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. <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).
VISION PLAN VSP (through Guardian) www.guardiananytime.com	<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
SUPPLEMENTAL INSURANCE Guardian www.guardiananytime.com	<u>Guardian:</u> Offers policies including accident, short-term disability, life, medical supplemental and others. Enrollment with Guardian is available in November 1 st 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 CCamino 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 16th year is: \$1,000 Annually
 Career Increment at 21st 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

GRIEVANCE FORM

****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:

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:

☐	Years of Eligible Experience
☐	Units of Education
☐	Sick leave request to care for an immediate family member
☐	Request to donate sick leave days

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):

Submit this form and any supplemental documentation to 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.

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

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

**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: