

Agreement Between
Community Learning Center Schools
and
Nea ACLC United/CTA

July 1, 2023

to

June 30, 2024

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ARTICLE 1 – AGREEMENT/RECOGNITION - Certificated

- 1.1 This Agreement is made and entered into by and between Community Learning Center Schools, a California nonprofit public benefit corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Board” or “CLCS” or “School” and the California Teachers Association, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “NAU” (Nea Community Learning Center and Alameda Community Learning Center United).
- 1.2 CLCS recognizes NAU as the exclusive representative of all certificated facilitators, psychologists (If not supervising interns under CLCS), counselors, non-certificated classroom facilitators hired pursuant Education Code section 47605(1), and long-term substitutes (employed at least 60 work days within a 75 workday period) at Alameda Community Learning Center (“ACLCLC”) and Nea Community Learning Center (“Nea”).
- 1.3 This Agreement is entered into and shall be enforced pursuant to Chapter 103, Sections 3540-3549 of the Government Code, which shall be referred to as the “EERA.”

ARTICLE 1 – AGREEMENT/RECOGNITION - Classified

- 1.1 This Agreement is made and entered into by and between Community Learning Center Schools, a California nonprofit public benefit corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Board” or “CLCS” or “School” and the California Teachers Association, the classified employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “NAU” (Nea Community Learning Center and Alameda Community Learning Center United).
- 1.2 CLCS recognizes NAU as the exclusive representative of all full-time and regular part-time classified personnel at Alameda Community Learning Center (“ALCLC”) and Nea Community Learning Center (“Nea”).
- 1.3 This Agreement is entered into and shall be enforced pursuant to Chapter 103, Sections 3540-3549 of the Government Code, which shall be referred to as the “EERA.”

ARTICLE 2 – NEGOTIATION PROCEDURE - Certificated

- 2.1 No later than June 30th of the year in which this Agreement expires, NAU and CLCS shall submit their initial proposals to each other for a successor Agreement. CLCS shall give proper public notice of such proposals at the first Board of Directors meeting following the submission of the proposals.
- 2.2 The parties shall commence to meet and negotiate on re-openers or a successor Agreement beginning as soon as reasonably possible after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them. For re-openers, in addition to compensation and health benefits, each party may re-open two (2) articles.
- 2.3 CLCS shall make available a copy of the Agreement to unit members upon request. CLCS shall post the Agreement on the internal school website.
- 2.4 Negotiations meetings will be scheduled as mutually agreed upon by both parties. Unit members appointed for the purpose of meeting and negotiating will receive reasonable release time from duties without loss of compensation as per the EERA. (Govt. Code Section 3543.1).

ARTICLE 2 – NEGOTIATION PROCEDURE - Classified

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2.3 CLCS shall make available a copy of the Agreement to unit members upon request. CLCS shall post the Agreement on the internal school website.

2.4 Negotiations meetings will be scheduled as mutually agreed upon by both parties. Unit members appointed for the purpose of meeting and negotiating will receive reasonable release time from duties without loss of compensation as per the EERA. (Govt. Code Section 3543.1).

ARTICLE 3 – ASSOCIATION RIGHTS - Certificated

- 3.1 NAU has the right under the EERA to represent bargaining unit members in their employment relations with CLCS. Nothing in this Agreement shall be construed as a waiver of such rights.
- 3.2 Unit Member Communication
 - 3.2.1 NAU shall have the right to use unit member mailboxes, phones and email for NAU-related communications to unit members without interference, censorship, or examination of such communications by CLCS.
- 3.3 Bulletin Boards/Calendars
 - 3.3.1 NAU shall have the right to post notices of activities and matters of NAU concern on NAU bulletin boards, at least one (1) of which shall be provided at each school site in areas frequented by unit members. NAU shall also have the right to use Staff Calendars as a means of communications for upcoming activities for general NAU knowledge.
- 3.4 Use of Buildings and Equipment
 - 3.4.1 NAU shall have the right to use school facilities during non-work time solely for union purposes. This right shall not supersede any previously scheduled use of said facilities. NAU will give timely notice of the need for facilities. The term “timely” may be interpreted broadly, but in no case shall mean that NAU asserts the right to displace a previously scheduled event.
 - 3.4.2 The NAU shall have the right to use CLCS educational technology equipment and/or studios so long as such use does not interfere with the School’s regular instructional program. In the event any cost accrues to CLCS under this provision, the NAU shall reimburse the School that cost.
 - 3.4.3 Long distance or toll calls related to NAU business shall be made on unit members’ personal cell phones and reimbursed by the NAU.
- 3.5 NAU “President” Release Time
 - 3.5.1 The NAU President shall have available release time with one (1) working day prior notice to the administration for up to two (2) days per school year to perform NAU business with pay. The time shall be provided in a manner mutually acceptable to the NAU President and his/her immediate supervisor. This time is in addition to released time to which the NAU President would otherwise be entitled pursuant to the EERA for purpose of meeting/negotiating and/or processing grievances.
- 3.6 NAU Released Days

3.6.1 The NAU officer(s) or their designee(s) shall be provided with a total of six (6) days leave to use for NAU related business. Notification to CLCS of use of these days shall be by the NAU President. NAU released days shall not apply to negotiations meetings.

ARTICLE 3 – ASSOCIATION RIGHTS - Classified

3.1 NAU has the right under the EERA to represent bargaining unit members in their employment relations with CLCS. Nothing in this Agreement shall be construed as a waiver of such rights.

3.2 Unit Member Communication

3.2.1 NAU shall have the right to use unit member mailboxes, phones and email for NAU-related communications to unit members without interference, censorship, or examination of such communications by CLCS.

3.3 Bulletin Boards/Calendars

3.3.1 NAU shall have the right to post notices of activities and matters of NAU concern on NAU bulletin boards, at least one (1) of which shall be provided at each school site in areas frequented by unit members. NAU shall also have the right to use Staff Calendars as a means of communications for upcoming activities for general NAU knowledge.

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3.4.2 The NAU shall have the right to use CLCS educational technology equipment and/or studios so long as such use does not interfere with the School’s regular instructional program. In the event any cost accrues to CLCS under this provision, the NAU shall reimburse the School that cost.

3.4.3 Long distance or toll calls related to NAU business shall be made on unit members’ personal cell phones and reimbursed by the NAU.

3.5 NAU “President” Release Time

3.5.1 The NAU President shall have available release time with one (1) working day prior notice to the administration for up to two (2) days per school year to perform NAU business with pay. The time shall be provided in a manner mutually acceptable to the NAU President and his/her immediate supervisor. This time is in addition to released time to which the NAU President would otherwise be entitled pursuant to the EERA for purpose of meeting/negotiating and/or processing grievances.

3.6 NAU Released Days

3.6.1 The NAU officer(s) or their designee(s) shall be provided with a total of four (4) days leave to use for NAU related business. Notification to CLCS of use of these days shall be by the NAU President. NAU released days shall not apply to negotiations meetings.

ARTICLE 4 – ORGANIZATIONAL SECURITY/DUES DEDUCTIONS - Certificated

4.1 Dues Deduction

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to NAU. CLCS shall deduct other voluntary payments as authorized by unit member and NAU. Membership dues, initiation fees, and general assessments, upon formal written request from NAU to CLCS, shall be increased or decreased without resolicitation and authorization from unit members.

Any unit member who is a member of NAU, or who applies for membership, may sign and deliver to CLCS an assignment authorizing deduction of unified membership dues and such other mutually-agreed payroll deductions as may be offered by NAU. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, CLCS shall deduct one-eleventh (1/11) of such dues from the pay warrant of the unit member each month for eleven (11) months.

4.2 Payment of Monies

With respect to all sums deducted by CLCS pursuant to this Article, whether for membership dues or agency fees, CLCS agrees to remit such monies to NAU accompanied by an alphabetical list of unit members for whom such deductions have been made.

4.3 Agency Fee Provision

Any unit member who is not a member of NAU, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall:

- a. Become a member of NAU through payroll deduction or pay the annual dues in one (1) lump sum payment to NAU, or;
- b. Pay a service fee, the amount of which is determined by NAU and dues in one (1) lump sum payment to NAU, or; authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements; provided that it shall be the sole responsibility of NAU to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to NAU, or;
- c. Request exemption status from NAU. The amount equivalent to the fee must be paid to a non-religious, non-labor charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid through payroll deduction (if available) or in one (1) lump sum payment to one of the charitable organizations listed below:

- Alameda Food Bank

- Alameda Free Library
- Alameda Point Collaborative

In the event that a non-member does not pay such fee directly to NAU or does not qualify as an objector exempt from the fee, NAU shall so inform CLCS in writing, with a copy to the unit member, certifying these facts and the correct amount of the fee owed. CLCS shall then begin automatic payroll deduction as provided in Education Code Section 45061, and subject to 45061.5 inclusive.

4.4 Agency Fee Exemptions

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not be required to join or financially support NAU. Such unit members shall apply to NAU for an exemption as described herein.

Provided that NAU has no cause to presume a change in the religious exemption status of a unit member, once an exemption is granted it need not be renewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to NAU as a condition of continued exemption from the provisions of this Article.

Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.

Any unit member making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4.5 Hold Harmless

NAU agrees to indemnify, defend and save harmless CLCS, its officers, agents and unit members from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between CLCS and NAU involving the interpretation or implementation of these provisions. NAU shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, NAU shall be required to inform and consult with CLCS.

4.6 Miscellaneous

CLCS shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or NAU.

NAU agrees to furnish any information needed by CLCS to fulfill the provisions of this Article. NAU further agrees to provide CLCS with a timely copy of all reports legally required of NAU dealing with agency fees.

4.7 Non-Interference

CLCS and NAU further agree not to interfere with the unit member's choice if he/she joins or refrains from joining NAU. This provision in no way prevents NAU from advancing the benefits of membership to unit members.

ARTICLE 4 – ORGANIZATIONAL SECURITY/DUES - Classified

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The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to NAU. CLCS shall deduct other voluntary payments as authorized by unit member and NAU. Membership dues, initiation fees, and general assessments, upon formal written request from NAU to CLCS, shall be increased or decreased without resolicitation and authorization from unit members.

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ARTICLE 5 - MANAGEMENT RIGHTS - Certificated

5.1 It is understood and agreed that CLCS retains all of its powers and authority to direct, manage and control its operations to the full extent of the law. While input from the staff may be considered and decisions will be derived in a collaborative model, final decisions will rest with CLCS. CLCS's rights include, but are not limited to, the following rights to:

- Determine the school intention and overall program design as described in the charters;
- Establish educational policies with respect to admitting learners;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all learners;
- Maintain Board operations;
- Move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue; and
- Contract out work and take action on any matter in the event of an emergency, consistent with any limitations in this Agreement.

An emergency may include but is not limited to a natural disaster preventing operation of CLCS and or use of its facilities, an imminent financial change threatening CLCS' continued services within 90 days, or other serious damage to the CLCS' facilities preventing the continued use of a facility as previously intended.

5.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by CLCS, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

5.3 CLCS shall respect any governance authority provided to Nea and ACLC pursuant to each school's charter.

ARTICLE 5 - MANAGEMENT RIGHTS - Classified

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 - Determine the number of personnel and kinds of personnel required;
 - Ensure the rights and educational opportunities of all learners;
 - Maintain Board operations;
 - Move or modify facilities;
 - Establish budget procedures and determine budgetary allocations;
 - Determine the methods of raising revenue; and
 - Contract out work and take action on any matter in the event of an emergency, consistent with any limitations in this Agreement.

An emergency may include but is not limited to a natural disaster preventing operation of CLCS and or use of its facilities, an imminent financial change threatening CLCS' continued services within 90 days, or other serious damage to the CLCS' facilities preventing the continued use of a facility as previously intended.

- 5.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by CLCS, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 5.3 CLCS shall respect any governance authority provided to Nea and ACLC pursuant to each school's charter.

ARTICLE 6 – GRIEVANCE PROCEDURE - Certificated

6.1 Definitions

6.1.1 A “grievance” is a claim by one or more unit members or NAU that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

6.1.2 The “grievant” is the unit member, unit members, or NAU making the claim.

6.2 Rights of Representation

A grievant may be represented at all stages of the grievance by a NAU representative(s).

6.3 No Reprisals

No reprisals of any kind will be taken by CLCS or by any member or representative of the administration or CLCS against any grievant, any party in interest, any bargaining unit member, the NAU, or any other participant in the grievance procedure by reason of such participation.

6.4 Procedures

If a unit member has a grievance that does not involve discrimination or harassment, the unit member should communicate following the steps below:

Informal Level

6.4.1 Every effort should be made to resolve the grievance informally between the grievant and the supervisor. A conference between the grievant and the supervisor shall take place within twenty (20) work days of the occurrence or omission which caused the grievance.

Level One: Executive Director

6.4.2 If the grievance is not resolved with the grievant, the grievance shall be submitted to the Executive Director in writing within ten (10) work days from the initial conference, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. The grievant has the option of using the Level One Grievance Form. A conference shall take place within ten (10) work days of submission of the grievance summary. A written response will be returned by the Executive Director within ten (10) work days of the conference.

Level Two: Mediation

6.4.3 If the grievance is not resolved with the grievant, NAU may request that a conciliator/mediator from the California Mediation/Conciliation Service or any other

mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

- 6.4.4 Unless impractical, the mediator, within ten (10) work days of the request shall meet with the parties for the purpose of resolving the grievance.
- 6.4.5 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the parties.
- 6.4.6 If the parties mutually agree that mediation would be futile, Level Two Mediation will be skipped.

Level Three: Arbitration

- 6.4.7 In the event that the parties have agreed to skip Level Two or have not resolved the grievance with the assistance of the conciliator/mediator, the parties shall seek an arbitrator from the State Mediation and Conciliation Services.
- 6.4.8 The decision of the arbitrator shall be submitted to NAU and CLCS and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

6.5 Miscellaneous

- 6.5.1 When it is necessary for a representative designated by NAU to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- 6.5.2 Except for disciplinary records and attachments deemed valid by an arbitrator, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- 6.5.3 All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by CLCS and NAU. All other costs, except for released-time for the grievant(s), NAU representative(s), and witnesses, shall be borne by the party incurring them.
- 6.5.4 Upon mutual agreement of NAU and CLCS, a grievance may be taken directly to conciliation/mediation.

ARTICLE 6 – GRIEVANCE PROCEDURES - Classified

6.1 Definitions

6.1.1 A “grievance” is a claim by one or more unit members or NAU that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

6.1.2 The “grievant” is the unit member, unit members, or NAU making the claim.

6.2 Rights of Representation

A grievant may be represented at all stages of the grievance by a NAU representative(s).

6.3 No Reprisals

No reprisals of any kind will be taken by CLCS or by any member or representative of the administration or CLCS against any grievant, any party in interest, any bargaining unit member, the NAU, or any other participant in the grievance procedure by reason of such participation.

6.4 Procedures

If a unit member has a grievance that does not involve discrimination or harassment, the unit member should communicate following the steps below:

Informal Level

6.4.1 Every effort should be made to resolve the grievance informally between the grievant and the supervisor. A conference between the grievant and the supervisor shall take place within twenty (20) work days of the occurrence or omission which caused the grievance.

Level One: Executive Director

6.4.2 If the grievance is not resolved with the grievant, the grievance shall be submitted to the Executive Director in writing within ten (10) work days from the initial conference, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. The grievant has the option of using the Level One Grievance Form. A conference shall take place within ten (10) work days of submission of the grievance summary. A written response will be returned by the Executive Director within ten (10) work days of the conference.

Level Two: Mediation

6.4.3 If the grievance is not resolved with the grievant, NAU may request that a conciliator/mediator from the California Mediation/Conciliation Service or any other

mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

- 6.4.4 Unless impractical, the mediator, within ten (10) work days of the request shall meet with the parties for the purpose of resolving the grievance.
- 6.4.5 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the parties.
- 6.4.6 If the parties mutually agree that mediation would be futile, Level Two Mediation will be skipped.

Level Three: Arbitration

- 6.4.7 In the event that the parties have agreed to skip Level Two or have not resolved the grievance with the assistance of the conciliator/mediator, the parties shall seek an arbitrator from the State Mediation and Conciliation Services.
- 6.4.8 The decision of the arbitrator shall be submitted to NAU and CLCS and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

6.5 Miscellaneous

- 6.5.1 When it is necessary for a representative designated by NAU to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- 6.5.2 Except for disciplinary records and attachments deemed valid by an arbitrator, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- 6.5.3 All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by CLCS and NAU. All other costs, except for released-time for the grievant(s), NAU representative(s), and witnesses, shall be borne by the party incurring them.
- 6.5.4 Upon mutual agreement of NAU and CLCS, a grievance may be taken directly to conciliation/mediation.

ARTICLE 7 – HOURS OF EMPLOYMENT - Certificated

7.1 Work Year

Facilitators shall work a total of one hundred eighty-nine (189) days which includes one hundred eighty (180) days of instruction and nine days of additional time. The nine days will include:

- Two (2) full days in the beginning of the year designated for collaboration, department time, curriculum development and field trip planning paid via a daily stipend.
- One (1) full day of undesignated staff work time prior to the start of school.
- One (1) full day of undesignated staff work time at the end of the school year, with up to one hour set aside for administration to use as staff meeting time.
- For 6-12, one (1) full day of undesignated staff work time at the end of Semester 1, with up to one hour set aside for administration to use as staff meeting time.
- For K-5, three (3) hours of undesignated staff work time at the end of Trimesters 1 and 2.

The remaining five (5) days will be professional development days. The workday for the nine days allotted will be from 8am to 4pm Monday through Thursday and 8am to 3pm on Fridays.

School counselors shall work a total of two hundred and five (205) days. School counselors shall have the same start date as the administration (who have a two hundred ten (210) day work year). Counselors shall have an end date that is five (5) days before the end of the administrative work year.

7.1.1 Full-time certificated staff can request one release day, or administration can assign one release day, for the purpose of supporting the workload of their assignment (grading, project planning, one-on-one assessments, etc.) at the discretion of their supervisor. This request must be provided to the supervisor a minimum of 72 hours in advance. If approved, staff will inform their supervisor of what they will work on and report on their deliverables as requested.

7.2 Work Day

7.2.1 The professional workday shall include the learner day, staff meetings, and time needed for preparation/collaboration. Facilitators report to campus no later than 7:50am for TK-5 and 8:10 for 6-12.

Instructional time shall begin at 8:10 am for TK-5 and 8:30am for 6-12. End times for instruction may vary, but generally shall not extend beyond 3:00 pm for TK-5 and 3:26pm for 6-12. The normal workday shall end as follows:

- Mondays, Tuesdays and Thursdays at 3:00pm for K-5 and 3:26 pm for 6-12
- Wednesdays at 4:00pm TK-5 and 4:00pm for 6-12
- Fridays: at 2:55pm for TK-5 and 3:06 for 6-12

Major shifts in schedule change exceeding more than 5 additional working minutes per employee per day will be discussed with employees if changes are made after contracts are signed.

7.2.1.1 Professional Obligations: Unit members are expected to attend all professional obligations whether or not scheduled during the normal workday. Required obligations include the following:

A. Learner Support including Learner Study Team meetings, Individual Education Plan (IEP) meetings, 504 meetings, meetings with SpEd staff, scheduled parent appointments and learner drop-ins.

B. Operational Meetings including required safety trainings, meetings to address emergency situations, coaching hours, and all required HR meetings.

C. Office Hours to be held for 35 minutes twice a week, immediately after the end of instruction on Mondays, Tuesdays, Thursdays or Fridays (unless arranged separately with the lead facilitator). Office hours must remain consistent throughout each semester and must be posted on classroom doors and communicated online. If a facilitator is required to attend a Learner Support Meeting or an Operational Meeting during their posted Office Hours, then a cancellation sign shall be posted and those Office Hours will not be made up.

All efforts will be made to schedule the above professional obligations between the hours of 7:50 am and 4:00 pm on regularly scheduled work days. In addition, all unit members are required to attend the following professional obligations which will typically occur after 4:00pm:

- A. One “Back-to-School Night”
- B. One Graduation or Promotion event, as applicable, depending on grade facilitated
- C. One Science Fair (Grades 6-12)
- D. One Expo Night (Nea UV) and one Multi-Cultural Event (ACLCLC)
- E. Two Expo Nights (Nea LV)

7.2.2 Weekly Professional Development and Staff Meeting Time: One day a week (typically Wednesdays) learners have a shortened instructional day so that unit members may meet and plan together for an allotted amount of time (typically 2:15 - 4:00 pm) ending no later than 4:00 pm (K-12). These 1.75 hours/week (7 hours/month) may be used for professional development, all-staff meetings, grade level meetings, team meetings, or self-directed work time as designated by administration. The calendar and agenda for these meetings will be developed with input from unit members and the CLCS administration.

7.2.3 Preparation Time: Each full-time TK-5 facilitator shall have five (5) hours of preparation time per week within the instructional day (8:00am – 3:00pm).. Each full-time 6-12 facilitator shall have five (5) preparation periods per week, **one period per day**, within the normal instructional day (8:20 am – 3:25

pm). Full-time 6-12 facilitators shall be assigned 22–25 classroom periods per week to be considered full time. Facilitators assigned less than 25 hours (periods) as full-time employees shall be assigned the balance of their time (1-3 periods) as Floor/Tree time.

Preparation periods must be taken on site (unless authorized to be taken off-site by the unit member's supervisor). Administration may ask a facilitator to attend a meeting during their prep period. Administration will make every attempt to limit impromptu prep-time meetings to once a month, unless additional meetings are agreed to or requested by the facilitator.

7.2.4 If a facilitator is required to cover another facilitator's class during their preparation time then the facilitator shall be paid at a rate of \$50 per hour, prorated as required for time worked. Similarly, if a K-5 facilitator misses a scheduled prep period due to lack of coverage after two prep periods have been missed, they will be compensated at the rate of \$50 per hour prorated as required for time worked. Facilitators can be required to cover another facilitator's class during their Floor/Tree time without additional compensation.

7.2.4.1 Administration will provide one period of replacement prep time per school year, within a reasonable time, for each full-time staff member who loses the majority of a prep to attend an IEP meeting.

7.2.5 Course assignments for middle and high school facilitators shall not exceed three (3) core courses (defined as core classes and A-G elective classes) without compensation in the form of a stipend. If four (4) core courses (core and A-G elective courses combined) are scheduled, the facilitator will receive a \$1000 stipend per semester. Non-core courses may be scheduled in lieu of Floor/Tree periods by mutual agreement between the unit member and administration.

7.2.6 When a course is assigned where multiple sections are taught, every section of this course shall be taught so that the total minutes shall not differ more than 10 minutes.

7.2.6.1 Prior to the 10 minute limit being exceeded, CLCS will seek a waiver from NAU.

7.3 Extra Duty Hours

Full time unit members shall be required to participate in at least twelve (12) hours of extra duty hours annually covering events such as athletic events, dances, drama productions, debates, college or community counseling support events and field trips that occur outside the normal work day, recruitments nights, PTSA or PAC/CCEF meetings or events, camping or overnight experiences, etc as well as set up and clean up for such events. Facilitators staying overnight on a camping trip or other overnight trip for CLCS shall receive eight (8) hours credit for each overnight assignment. Part-time unit members shall be required to participate in a prorated amount of extra duty hours based upon their work schedule. The Lead Facilitator at each school shall make an attempt to balance this responsibility evenly between all unit members at each school.

7.4 Part-Time Facilitators

Part-time Facilitators will be paid in accordance with the number of hours worked in the classroom and number of hours of prep per the following ratio:

For every 5 hours of classroom work, including tree and center, Facilitators will receive one hour of prep (5:1).

Prep time includes:

- readying curriculum and materials for the week,
- communicating with parents and learners, and
- completing and inputting grades.

In addition to the classroom and prep time shown above, part-time Facilitators will be paid for:

- mandated professional development prior to the start of the school year,
- professional development meetings required by Lead Facilitators,
- the formal performance evaluation meeting,
- IEP, 504 and LST meetings, and
- other required events such as site evening events.

All further supplemental work, including the areas shown above in the “In addition to” section, must be approved by the Lead Facilitator for wage payment prior to the beginning of the work.

7.4.1 Part-Time Exempt Verses Non-Exempt Status

All full-time Facilitators (those who work a base of 40 hours per week) are exempt (not eligible for overtime, unpaid meal breaks, or paid 10-minute rest breaks) by IRS code and CA Wage Order (Article 4).

Part-time Facilitators may be classified as exempt (not eligible for overtime) or non-exempt (eligible for overtime). The classification is based on a salary exemption threshold (which is calculated at twice the state’s minimum wage) that changes each year. The monthly exemption thresholds are shown below for 2019 through 2021.

CA Monthly Exempt Threshold	
Year	Monthly Salary
2019	\$4,160.00
2020	\$4,506.67
2021	\$4,853.33

The part-time employee’s classification as exempt or non-exempt is determined after placement on the salary schedule is completed based on experience and education, and after discussion with the Lead Facilitator regarding paid hours required other than classroom and prep hours.

Example:

Jane Smith is hired to facilitate a part-time class. Her resume and transcripts are evaluated and she is placed at Step 3 and Column 3 or \$54,529 per year for a full-time employee (2018/19). She will be teaching 8 hours in the classroom per week and by the CBA should receive 1.6 hours prep, although this will be rounded up to 2 hours prep. A discussion with her Lead Facilitator revealed that she will also be required to hold consistent office hours after her normal 5th and 6th periods. She is assigned an additional 1 hour per week.

All other hours will be paid via sign-in sheet (Professional Development prior to the start of school) or timesheet (for other required PD, assigned night events, etc.) after approval by the Lead Facilitator.

Ms. Smith's total hours per week will be 8 hrs (classroom) + 2 hrs (prep) + 1 hr (office hours add on) = 11 hours per week.

To determine salary to be paid:

$$11 \text{ hours per week} / 40 \text{ hours per week (F/T)} = .28 \text{ FTE}$$

$$.28 \text{ FTE} \times \$54,529 = \$15,268.12$$

To determine threshold exemption:

$\$15,268.12 / 11 = \$1,388.01$ Ms. Smith is not exempt and shall be paid as an hourly employee via timesheet and shall receive all appropriate breaks.

Non-Exempt Employees Rest and Meal Breaks

Non-exempt employees shall receive:

- One 10-minute paid rest break for every 4 hours worked
- One 30-minute unpaid meal break after 5 hours

ARTICLE 7 – HOURS OF EMPLOYMENT - Classified

7.1 Work Year

- 7.1.1 Unit members working as office staff shall work a total of two hundred seven (207) days annually. Unit members working as paraprofessionals, intervention specialists, or other program-based positions shall work a total of one hundred eighty-seven (187) days annually. Campus Supervisors and Aftercare Supervisors shall work all instructional days (180).
- 7.1.2 Full-time Office/School Managers can request one release day, or administration can assign one release day, for the purpose of supporting the workload of their assignment (Scheduling, SART planning, etc.) at the discretion of their supervisor. This request must be provided to the supervisor a minimum of 72 hours in advance. If approved, staff will inform their supervisor of what they will work on and report on their deliverables as requested.

7.2 Work Week

- 7.2.1 The scheduled work week of full-time unit members shall consist of not more than forty (40) hours per week and not more than five (5) consecutive work days within a seven (7) day period. Within this restriction, the work week of part-time unit members shall be designated by CLCS according to needs. This Article shall not restrict the extension of the scheduled work day or work week on an overtime basis when such is necessary to carry on the business of the schools.

7.3 Work Day

- 7.3.1 The scheduled work day for full-time unit members shall consist of at least seven (7) hours a day at least thirty-five (35) hours per week. The length of the scheduled work day shall not exceed eight (8) hours a day or forty (40) hours per week. For office staff, paraprofessionals, intervention specialists and other program-based positions, the normal work day shall begin no earlier than 7:30 a.m. and end no later than 4:30 p.m. For campus/aftercare supervisors, the normal work day shall begin no earlier than 7:15 a.m. and end no later than 6:15 p.m. Within this period, CLCS may designate specific start and end times based on the demands and total hours of the position. Each unit member shall be assigned a fixed, regular, and ascertainable number of hours.

7.3.2 Meal and Rest Periods

Full-time unit members (as defined in 7.3.1 above) shall be entitled to thirty (30) minutes of duty-free meal time at or about the midpoint of each work day. Part-time unit

members working more than four (4) hours per day shall be entitled to an uninterrupted duty-free meal period of at least thirty (30) minutes at or about the midpoint of their shift.

The length of time for such meal period shall be for a period of no longer than thirty (30) minutes and shall be scheduled for full-time unit members at or about the midpoint of each work day.

In addition to the duty-free meal period, unit members working at least three and one-half (3.5) hours per day shall receive one ten (10) minute rest period during each 3.5 hour period worked. The rest periods shall be taken near the middle of the applicable 3.5 hour work period.

7.3.3 Overtime Defined

Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, in order to complete assigned duties. Unit members who work overtime without the prior written authorization of the Executive Director or designee are subject to disciplinary action.

7.3.4 Compensation for Overtime

All work hours required in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half (1.5) times the unit member's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the unit member's regular rate of pay. Shift and special assignment differentials regularly received by the unit member for actual time worked shall be included in determining his/her regular rate of pay.

7.3.5 Equitable Distribution of Overtime

CLCS shall attempt to distribute overtime equitably amongst unit members in each classification. Overtime opportunities shall be made available and scheduled at least seventy-two (72) hours in advance when practicable.

7.4 Extra Work

7.4.1 When additional work hours or part-time positions become available, CLCS shall notify all unit members via email. Qualified unit members who apply for (and can accommodate the position in addition to their existing hours and duties) shall have equal opportunity to be considered for said position and have priority over

external applicants.

ARTICLE 8 – COMPENSATION AND BENEFITS - Certificated

8.1 Compensation

8.1.1 Salary Schedule

CLCS shall accept eight (8) years of prior teaching experience and shall verify the number of units based on a transcript review. Prior teaching experience shall be recognized for new and current employees. Current employees who entered CLCS with up to eight (8) years of previous teaching experience but who were given credit for only five (5) years of previous teaching c shall have their years of previous teaching experience added to their steps at a rate of one additional step per year for up to three years.

Each year, the unit member shall move to the next step in the salary schedule. A unit member may request a transcript review by September 30 for a column increase applied during that school year. Unit members must complete 75% of a year to advance a step.

Current Unit Members will be placed appropriately on the salary schedule based on years and verified units from an accredited college after appropriate confirming paperwork is provided to CLCS. Eligible units are over and above a Bachelor's level degree and apply toward improving the member's teaching practice. No unit member shall have a reduction in salary as a result of newly adopted salary schedules.

Salary schedule will be effective July 1, 2023.

8.1.2 Stipends

All stipended positions will be open to all qualified candidates and posted by the Lead Facilitator at least two (2) weeks before the position is filled. CLCS and NAU will make every effort to distribute stipended positions equitably among qualified unit members, and if each position cannot be filled by different qualified candidates, then a unit member may hold multiple positions for multiple stipends.

The following stipends will be paid:

Governing Board Representative (2 per school)	\$2000
ACLC School Culture/Learner Support Lead	\$2000
Nea School Culture/Learner Support Lead	\$2000
ACLC Curriculum & Standards Lead	\$2000
Nea Curriculum & Standards Lead	\$2000
CLCS Athletic Director	\$3000
Nea Title 1 Coordinator	\$3000
Nea ELD Coordinator	\$4000
BTSA Coach	\$1600
Nea Leads/Department Chair <ul style="list-style-type: none"> ● K-2 ● 3-5 ● Humanities ● Math ● Science ● SPED 	\$2500
ACLC Leads/Department Chairs <ul style="list-style-type: none"> ● Humanities ● Math ● Science ● SPED ● VAPA 	\$2500
Stipend for writing an UC A-G Course Proposal	\$500
WASC Leads (two per school) the year before and the year of the WASC visit	\$2000
New Facilitator Orientation Lead (when needed)	\$250

All stipends agreed upon for the 2023-2024 year will continue to the end of this school year.

8.1.3 Additional Compensation

Authorized work to benefit ACLC or Nea performed by certificated employees during evenings, weekends and vacations shall be compensated at the hourly rate.

8.1.4 New Job Classifications/Change in Job Classifications

If a new job classification in the bargaining unit is established, the new employee shall be placed appropriately on the salary schedule.

If there is any substantial change in the duties or requirements of any existing job classification in the bargaining unit, CLCS will negotiate with NAU regarding possible modifications in the salary for such position. If agreed, salary will become effective the first day that the change in duties became effective.

8.2 Health and Welfare Benefits

CLCS shall provide health and welfare benefits as follows:

- 90% of medical coverage for unit members with Kaiser Gold B
- 50% of medical coverage for dependents
- 60% of dental coverage for unit members with Delta Care HMO

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

Unit members working at least 50% shall be eligible for a prorated benefits package. Unit members working less than 50% time shall be eligible to buy into the CLCS benefits package but will receive no employer contribution.

Unit members who can provide proof of alternate health and welfare benefits coverage shall receive cash in lieu of benefits. The cash amounts of in lieu benefits will be \$305 per month.

8.2.1 Retirement

All unit members shall be participants in the California Teachers Retirement System (CalSTRS) as appropriate. Unit members shall not be subject to deductions for Federal Social Security, as appropriate. CLCS shall determine the feasibility of offering the CalSTRS retirement incentive program annually.

ARTICLE 8 – COMPENSATION AND BENEFITS - Classified

8.1 Compensation

8.1.1 Salary Schedule

CLCS shall accept all years of prior experience in a similar position at another institution. Each year, the unit member shall move to the next step in the salary schedule.

Current Unit Members will be placed appropriately on the salary schedule based on years. No unit member shall have a reduction in salary as a result of newly adopted salary schedules.

Salary schedule will be effective as of July 1, 2023.

Unit members must complete 75% of a year to advance a step.

8.1.2 Stipends

All stipended positions will be open to all qualified candidates and posted by the Lead Facilitator at least two (2) weeks before the position is filled. CLCS and NAU will make every effort to distribute stipended positions equitably among qualified unit members, and if each position cannot be filled by different qualified candidates, then a unit member may hold multiple positions for multiple stipends.

The following stipends will be paid:

Governing Board Representative (2 per school)	\$2000
ACLC School Culture/Learner Support Lead	\$2000
Nea School Culture/Learner Support Lead	\$2000
ACLC Curriculum & Standards Lead	\$2000
Nea Curriculum & Standards Lead	\$2000
CLCS Athletic Director	\$3000
Nea Title 1 Coordinator	\$3000
Nea ELD Coordinator	\$4000
BTSA Coach	\$1600

Nea Leads/Department Chair <ul style="list-style-type: none"> ● K-2 ● 3-5 ● Humanities ● Math ● Science ● SPED 	\$2500
ACLC Leads/Department Chairs <ul style="list-style-type: none"> ● Humanities ● Math ● Science ● SPED ● VAPA 	\$2500
Stipend for writing an UC A-G Course Proposal	\$500
WASC Leads (two per school) the year before and the year of the WASC visit	\$2000
New Facilitator Orientation Lead (when needed)	\$250

All stipends agreed upon for the 2023-2023 year will continue to the end of this school year.

8.1.3 Additional Compensation

Authorized work to benefit ACLC or Nea performed by classified employees during evenings, weekends and vacations shall be compensated at the hourly rate.

Authorized work beyond eight (8) hours per day or forty (40) hours per work week shall be compensated at the 1.5x the hourly rate.

8.1.3.1 Continuing Education

Classified 1FTE personnel whose annual salary is 50k or below will receive up to a \$500 educational reimbursement for classes taken towards furthering education. Staff who do not receive full credit, withdraw from the class, or do not provide proof of final grade, will not be permitted to use the program for one year. Funds cannot accrue from year to year.

8.1.4 New Job Classifications/Change in Job Classifications

If a new job classification in the bargaining unit is established, the new employee shall be placed appropriately on the salary schedule. If possible, such negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

If there is any substantial change in the duties or requirements of any existing job classification in the bargaining unit, CLCS will negotiate with NAU regarding possible modifications in the salary for such position. If agreed, salary will become effective the first day that the change in duties became effective.

8.2 Health and Welfare Benefits

CLCS shall provide health and welfare benefits as follows:

- 90% of medical coverage for unit members with Kaiser Gold B
- 50% of medical coverage for dependents
- 60% of dental coverage for unit members with Delta Care HMO

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

Unit members working at least 50% shall be eligible for a prorated benefits package.

Unit members who can provide proof of alternate health and welfare benefits coverage shall receive cash in lieu of benefits. The cash amounts of in lieu benefits will be \$305 per month.

8.2.1 Retirement

All unit members shall be participants in the California Public Employees Retirement System (CalPERS). Unit members shall not be subject to deductions for Federal Social Security.

ARTICLE 9 – EMPLOYMENT STATUS - Certificated

9.1 Employment Rights

During the initial first two (2) complete and consecutive years of employment with CLCS, all employment at CLCS is on a probationary basis.

During this probationary term, the unit member may be released from employment without cause at any time. Annual non-renewal of probationary employment will also be on an at-will basis. This means either party may terminate employment at the end of a contract year without advance notice or cause.

Should a unit member be offered an employment contract for the third consecutive year of employment with CLCS, the contract shall be a fixed-term annual contract that is automatically renewed, except in the following circumstances:

- a. Suspension without pay or termination of a post-probationary unit member during the term of employment may only be for cause as outlined in Article 9.4.
- b. Non-renewal of such post-probationary unit members may only occur if the unit member's annual evaluation is unsatisfactory for the remainder of that current school year and the subsequent school year, performance improvement programs have been implemented and notice of non-renewal is provided by April 15th. Such non-renewals may be appealed as outlined in Article 9.3.

CLCS reserves the rights to terminate unit members for cause on the basis of unsatisfactory/unacceptable job performance at any time per Article 9.4.

Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

9.2 Progressive Discipline

Absent serious misconduct, CLCS shall utilize a discipline process which shall include the following progression as applicable: verbal warning; written reprimand; suspension without pay; and dismissal. In determining the appropriate level of disciplinary action, the Executive Director or designee shall consider the nature of the unit member's prior misconduct, prior disciplinary action taken against the unit member, and the unit member's response to the disciplinary action.

If a complaint will result in disciplinary action, prior to any such action being taken, the School will notify the unit member of the complaint and allow the unit member an opportunity to respond and make a remedy.

9.2.1 Verbal Warning

A verbal warning may result in a post-conference summary memorandum. The unit member has the right to write a response which shall be attached to the memorandum and retained in the file.

9.2.2 Written Reprimand

Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the unit member has been verbally warned about similar actions. The unit member has the right to write a response which shall be attached to the reprimand and retained in the file.

9.2.3 Suspension Without Pay

Suspension may be without pay but shall not reduce or deprive the unit member of any status/benefits. No unit member shall receive more than one (1) penalty for any single action or infraction. Any suspension shall not exceed fifteen (15) work days. Generally, suspension may not be used unless the unit member has received a written reprimand about similar actions, unless the basis for the suspension constitutes serious misconduct. The unit member has the right to write a response which shall be attached to the suspension and retained in the file.

9.2.4 Administrative Leave with Pay

The Executive Director or designee, at his or her discretion, may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Status/benefits shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

9.2.5 Discipline Without Progression

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

9.3 Non-Renewal Investigation and Appeal Process

In the case of a non-renewal of a post-probationary unit member due to the unsatisfactory evaluations (as described in 9.1), the unit member has the right to appeal the non-renewal by notifying the CLCS Executive Director within ten (10) work days (or 14 calendar days) of receiving the non-renewal notice.

Within fourteen (14) days of receiving the appeal, the CLCS Executive Director and the NAU Representative (selected by NAU) must agree on the hiring of a professional and independent Fact-Finding Investigator and an Independent Panel Member whose expenses shall be borne

equally by NAU and CLCS. Each position shall be chosen by the following process:

- A. By December 1 of each school year, NAU and CLCS shall each exchange a list of three (3) names for each position. Each potential candidate may have experience in human resources in education and must not be a part of the Alameda community. Candidates shall be chosen from the membership of a professional mediation or arbitration association (like JAMS or a comparable organization).
- B. Each party's list shall be given to the other party for their vetting and consideration.
- C. NAU and CLCS shall meet and have a conversation about the top candidates. During the conversation, a mutual choice should become apparent.
- D. If on the 14th day a mutual choice is not apparent, NAU and CLCS shall each cross off two (2) names from the other party's list, and the decision shall be made by coin-toss between the two (2) remaining candidates.

Unless extended by mutual agreement of the parties, the Fact-Finding Investigator shall have thirty (30) days to complete the investigation and provide a sealed written report for the Non-Renewal Investigation and Appeal Panel ("Panel") to the Executive Director. The Fact-Finding Investigator shall render no opinion as to whether or not the non-renewal is justified, but shall only report factual findings related to the nonrenewal.

The Panel shall be selected within the first two (2) months of each school year as follows:

<u>Panel Member</u>	<u>Selected By</u>
NAU Member	NAU Organizing Committee
NAU Member	NAU Organizing Committee
CLCS Board Member	CLCS Governing Board
CLCS Board Member	CLCS Governing Board
Independent Panel Member	NAU and CLCS

Participation on the Panel is voluntary and panel members will agree to participate in fair decision-making training provided to panel members jointly by NAU and CLCS. Due to conflict of interest and confidentiality issues, learner Board members may not participate on the Panel.

The Fact-Finding Investigator shall have full access to the non-renewed unit member's personnel evaluations and any other written documentation related to the non-renewal provided by CLCS or the unit member. The Fact-Finding Investigator shall be able to privately interview any person the Fact-Finding Investigator deems to have knowledge of the unit member's job performance as related to the non-renewal. If the Fact-Finding Investigator requests to interview a learner, that learner's parent or guardian must give permission and has the right to be present. All employees have the right to a representative during any interview in this process.

Within fourteen (14) days of receiving the sealed report, the Executive Director shall convene the Panel to review the report in a closed meeting. The unit member shall be notified in advance of the meeting time, place, and date. The Panel shall have the limited authority to either uphold the non-renewal or reinstate the non-renewed unit member without loss of pay. Immediately prior to the Panel meeting, the Executive Director shall open the sealed report and make copies for the Panel members to read together during the closed meeting. The Executive Director will provide a copy for the unit member or the unit member's representative if present. All copies shall be collected after the closed session decision has been made, and all shall be destroyed except for one (1) copy that shall be retained for CLCS records which can be viewed upon request by the unit member. Following the Panel's review of the report, the unit member or his/her union representative may address the Panel. Panel members shall be allowed to ask questions of the unit member or his/her union representative with the expectation that truthful responses will be provided. Board members shall also be allowed to call administrator evaluators or the Executive Director into the closed session to answer questions with the expectation that truthful responses will be provided. Upon completion of any such questions/answers, all third parties shall be excused and the Panel members shall meet confidentially to discuss the evidence and vote via secret ballot on the appeal. Panel member votes shall remain anonymous. A majority vote is required to reverse the non-renewal. The panel decision shall be communicated in writing to the unit member within five (5) days of the closed meeting.

9.4 For Cause Discipline

9.4.1 In addition to its right to release or non-renew unit members as outlined above, CLCS may also suspend without pay or terminate a unit member for cause at any time. The following independently or collectively are causes for discipline:

- Unexcused absence and/or lack of punctuality.
- Release of confidential information without authorization.
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances.
- Theft or embezzlement.
- Willful destruction of property.
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position.
- Falsification, fraud or omission of pertinent information when applying for a position.
- Any willful act that endangers the safety, health or wellbeing of another individual.
- Horseplay.
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school.
- Misuse of School property or funds.
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School.
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other

- basis protected by state or federal law.
- Failure to comply with the School's safety procedures.
- Insubordination.
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School.
- Violations of federal, state or local laws affecting the organization or your employment with the organization.
- Unsatisfactory/unacceptable job performance.
- Dishonesty.
- Failure to keep a required license, certification or permit current and in good standing.
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record.
- Unreported absence of any five (5) consecutively scheduled workdays.
- Unauthorized use of School equipment, materials, time or property.
- Working unauthorized overtime or refusing to work assigned overtime.
- Abuse of sick leave.
- Sleeping or malingering on the job.

9.4.2 For Cause Suspension or Dismissal Process

- a) Suspension or dismissal shall be initiated in writing by the Executive Director of CLCS by providing Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the NAU President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Executive Director and the unit member, this deadline is extended. Following this period, the Executive Director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.
- b) If the unit member wishes to appeal the imposition of disciplinary action and NAU agrees to support the appeal, then the Union may initiate the grievance process pursuant to Article 6 within twenty (20) work days from the time the Notice of Discipline is served on the unit member.
- c) If NAU is not willing to initiate the grievance process, NAU will notify both the unit member and CLCS in writing.

- d) If the unit member wishes to appeal the imposition of disciplinary action to the Board of CLCS, the appeal must be filed with the office of the Executive Director within ten (10) work days from NAU's notification not to initiate the grievance process. The appeal must be made in writing and delivered to the office of the Executive Director. The unit member shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel or an NAU representative at such meeting, the unit member shall bear any cost therein involved. Within ten (10) work days of the appeal meeting, the unit member shall be provided a written decision setting forth the decision of the Board.

During the pendency of any disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

9.4.3 Reference to or Reliance upon the Education Code

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

9.5 Layoff

9.5.1 This section shall be interpreted in a manner which is consistent with the rights of unit members as enumerated in the article of this Agreement entitled "Employment Status."

9.5.2 Layoffs may occur at the end of the year due to lack of work and/or lack of funds.

9.5.3 Notice of layoffs will be given by April 15th.

9.5.4 If a layoff takes place the following criteria will be used:

- Credentials and qualifications of the unit member;
- Annual performance evaluations; and
- Expertise and relevant experience.

In the absence of substantial distinguishing differences in the above criteria, length of service at the site shall be the determining factor.

9.5.5 If a unit member is given a notice of layoff and his/her position is still viable before or after the start of the school year, CLCS must offer the unit member the right to that position. The right to this position shall be applicable for the next school term.

9.6 Reemployment

- 9.6.1 Employees may be reemployed to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs for up to one (1) year from the day of layoff. In the event an employee on the reemployment list refuses an employment offer, he/she will be removed from the list.
- 9.6.2 Each employee on the reemployment list shall be required to provide CLCS in writing with a current address to which a letter of reemployment may be sent.
- 9.6.3 If a reemployment opportunity exists, CLCS shall mail such a letter to the employee, certified mail, return receipt requested.
- 9.6.4 An employee offered a reemployment opportunity must notify CLCS in writing of his/her decision within five (5) days of receipt of CLCS's offer.

ARTICLE 9 – EMPLOYMENT STATUS - Classified

ARTICLE 9 - EMPLOYMENT STATUS - Classified

9.1 Employment Rights

During the initial complete year of employment with CLCS, all employment at CLCS is on a probationary basis.

During this probationary term, the unit member may be released from employment without cause at any time. Annual non-renewal of probationary employment will also be on an at-will basis. This means either party may terminate employment at the end of a contract year without advance notice or cause.

If a classified unit member is on an Improvement Support Plan (ISP) leading up to the April 15th renewal notice date, CLCS and the employee may agree to extend the probationary period through the first semester of the following school year in order to continue support. Notification must be made to the employee and union prior to April 15th.

If the unit member refuses the continuation of the ISP or has not made sufficient progress through the ISP progress, then the terms of the previous paragraphs in Section 9.1 apply.

Should a unit member be offered an employment contract for the second consecutive year of employment with CLCS, the contract shall be a fixed-term annual contract that is automatically renewed, except in the following circumstances:

- a) Suspension without pay or termination of a post-probationary unit member during the term of employment may only be for cause as outlined in Article 9.4.
- b) Non-renewal of such post-probationary unit members may only occur if the unit member's annual evaluation is unsatisfactory for the remainder of that current school year and the subsequent school year, performance improvement programs have been implemented and notice of non-renewal is provided by April 15th. Such non-renewals may be appealed as outlined in Article 9.3.

CLCS reserves the rights to terminate unit members for cause on the basis of unsatisfactory/unacceptable job performance at any time per Article 9.4.

Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

9.2 Progressive Discipline

Absent serious misconduct, CLCS shall utilize a discipline process which shall include the following progression as applicable: verbal warning; written reprimand; suspension without pay; and dismissal. In determining the appropriate level of disciplinary action, the Executive Director or designee shall consider the nature of the unit member's prior misconduct, prior disciplinary action taken against the unit member, and the unit member's response to the disciplinary action.

9.2.1 Verbal Warning

A verbal warning may result in a post-conference summary memorandum. The unit member has the right to write a response which shall be attached to the memorandum and retained in the file.

9.2.2 Written Reprimand

Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the unit member has been verbally warned about similar actions. The unit member has the right to write a response which shall be attached to the reprimand and retained in the file.

9.2.3 Suspension Without Pay

Suspension may be without pay but shall not reduce or deprive the unit member of any status/benefits. No unit member shall receive more than one (1) penalty for any single action or infraction. Any suspension shall not exceed fifteen (15) work days. Generally, suspension may not be used unless the unit member has received a written reprimand about similar actions, unless the basis for the suspension constitutes serious misconduct. The unit member has the right to write a response which shall be attached to the suspension and retained in the file.

9.2.4 Administrative Leave with Pay

The Executive Director or designee, at his or her discretion, may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Status/benefits shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

9.2.5 Discipline Without Progression

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

9.3 Non-Renewal Investigation and Appeal Process

In the case of a non-renewal of a post-probationary unit member due to unsatisfactory evaluations (as described in 9.1), the unit member has the right to appeal the non-renewal by notifying the CLCS Executive Director within ten (10) work days (or 14 calendar days) of receiving the non-renewal notice.

Within fourteen (14) days of receiving the request to appeal, the CLCS Executive Director and the NAU Representative (selected by NAU) must agree on the hiring of a professional and independent Fact-Finding Investigator and an Independent Panel Member whose expenses shall be borne equally by CLCS and NAU. Each position shall be chosen by the following process:

- A. By December 1 of each school year, NAU and CLCS shall each exchange a list of three (3) names for each position. Each potential candidate may have experience in human resources in education and must not be a part of the Alameda community. Candidates shall be chosen from the membership of a professional mediation or arbitration association (like JAMS or a comparable organization).
- B. Each party's list shall be given to the other party for their vetting and consideration.
- C. NAU and CLCS shall meet and have a conversation about the top candidates. During the conversation, a mutual choice should become apparent.
- D. If on the 14th day a mutual choice is not apparent, NAU and CLCS shall each cross off two (2) names from the other party's list, and the decision shall be made by coin-toss between the two (2) remaining candidates.

Unless extended by mutual agreement of the parties, the Fact-Finding Investigator shall have thirty (30) days to complete the investigation and provide a sealed written report for the Non-Renewal Investigation and Appeal Panel ("Panel") to the Executive Director. The Fact-Finding Investigator shall render no opinion as to whether or not the non-renewal is justified, but shall only report factual findings related to the non-renewal.

The Panel shall be selected within the first two (2) months of each school year as follows:

<u>Panel Member</u>	<u>Selected By</u>
NAU Member	NAU Organizing Committee
NAU Member	NAU Organizing Committee
CLCS Board Member	CLCS Governing Board
CLCS Board Member	CLCS Governing Board
Independent Panel Member	NAU and CLCS

Participation on the Panel is voluntary and panel members will agree to participate in fair decision-making training provided to panel members jointly by NAU and CLCS. Due to conflict

of interest and confidentiality issues, learner Board members may not participate on the Panel.

The Fact-Finding Investigator shall have full access to the non-renewed unit member's personnel evaluations and any other written documentation related to the non-renewal provided by CLCS or the unit member. The Fact-Finding Investigator shall be able to privately interview any person the Fact-Finding Investigator deems to have knowledge of the unit member's job performance as related to the non-renewal. The unit member may share evidence and a list of witnesses to interview with the Fact-Finding Investigator. If the Fact-Finding Investigator requests to interview a learner, that learner's parent or guardian must give permission and has the right to be present. All employees have the right to a representative during any interview in this process.

Within fourteen (14) days of receiving the sealed report, the Executive Director shall convene the Panel to review the report in a closed meeting. The unit member shall be notified in advance of the meeting time, place, and date. The Panel shall have the limited authority to either uphold the non-renewal or reinstate the non-renewed unit member without loss of pay. Immediately prior to the Panel meeting, the Executive Director shall open the sealed report and make copies for the Panel members to read together during the closed meeting. The Executive Director will provide a copy for the unit member or the unit member's representative if present. All copies shall be collected after the closed session decision has been made, and all shall be destroyed except for one (1) copy that shall be retained for CLCS records which can be viewed upon request by the unit member. Following the Panel's review of the report in closed meeting, the unit member or his/her union representative may address the Panel. Panel members shall be allowed to ask questions of the unit member or his/her union representative with the expectation that truthful responses will be provided. Board members shall also be allowed to call administrator evaluators or the Executive Director into the closed session to answer questions with the expectation that truthful responses will be provided. Upon completion of any such questions/answers, all third parties shall be excused and the Panel members shall meet confidentially to discuss the evidence and vote via secret ballot on the appeal. Panel member votes shall remain anonymous. A majority vote is required to reverse the non-renewal. The Panel's decision shall be communicated in writing to the unit member within five (5) days of the closed meeting.

9.4 For Cause Discipline

9.4.1 In addition to its right to release or non-renew unit members as outlined above, CLCS may also suspend without pay or terminate a unit member for cause at any time. The following independently or collectively are causes for discipline:

- Unexcused absence and/or lack of punctuality.
- Release of confidential information without authorization.
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances.

- Theft or embezzlement.
- Willful destruction of property.
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position.
- Falsification, fraud or omission of pertinent information when applying for a position.
- Any willful act that endangers the safety, health or wellbeing of another individual.
- Horseplay.
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school.
- Misuse of School property or funds.
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School.
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law.
- Failure to comply with the School's safety procedures.
- Insubordination.
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School.
- Violations of federal, state or local laws affecting the organization or your employment with the organization.
- Unsatisfactory/unacceptable job performance.
- Dishonesty.
- Failure to keep a required license, certification or permit current and in good standing.
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record.

- Unreported absence of any five consecutively scheduled workdays.
- Unauthorized use of School equipment, materials, time or property.
- Working unauthorized overtime or refusing to work assigned overtime.
- Abuse of sick leave.
- Sleeping or malingering on the job.

9.4.2 For Cause Suspension or Dismissal Process

- a) Suspension or dismissal shall be initiated in writing by the Executive Director of CLCS by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the NAU President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Executive Director and the unit member, this deadline is extended. Following this period, the Executive Director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.
- b) If the unit member wishes to appeal the imposition of disciplinary action, and NAU agrees to support the appeal, then the Union may initiate the grievance process pursuant of Article 6 within twenty (20) work days from the time the Notice of Discipline is served on the unit member.
- c) If NAU is not willing to initiate the grievance process, NAU will notify both the unit member and CLCS in writing.
- d) If the unit member wishes to appeal the imposition of disciplinary action to the Board of CLCS, the appeal must be filed with the office of the Executive Director within ten (10) work days from NAU’s notification not to initiate the grievance process. The appeal must be made in writing and delivered to the office of the Executive Director. The unit member shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit

member chooses to be accompanied by legal counsel or an NAU representative at such meeting, the unit member shall bear any cost therein involved. Within ten (10) work days of the appeal meeting, the unit member shall be provided a written decision setting forth the decision of the Board.

During the pendency of any disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

9.4.3 Reference to or Reliance upon the Education Code

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

9.5 Layoff

9.5.1 This section shall be interpreted in a manner which is consistent with the rights of unit members as enumerated in the article of this Agreement entitled "Employment Status."

9.5.2 Layoffs may occur at the end of the year due to lack of work and/or lack of funds.

9.5.3 Notice of layoffs will be given by April 15.

9.5.4 If a layoff takes place the following criteria will be used:

- Qualifications of the unit member;
- Annual performance evaluations; and
- Expertise and relevant experience.

In the absence of substantial distinguishing differences in the above criteria, length of service at the site shall be the determining factor.

9.5.5 If a unit member is given a notice of layoff and his/her position is still viable before or after the start of the school year, CLCS must offer the unit member the right to that position. The right to this position shall be applicable for the next school term.

9.6 Reemployment

9.6.1 Employees may be reemployed to a position for which they are qualified in reverse order of layoff when a vacancy occurs for up to one (1) year from the day of layoff. In the event an employee on the reemployment list refuses an employment offer, he/she will be removed from the list.

9.6.2 Each employee on the reemployment list shall be required to provide CLCS in writing with a current address to which a letter of reemployment may be sent.

- 9.6.3 If a reemployment opportunity exists, CLCS shall mail such a letter to the employee, certified mail, return receipt requested.
- 9.6.4 An employee offered a reemployment opportunity must notify CLCS in writing of his/her decision within five (5) days of receipt of CLCS's offer.

ARTICLE 10 – LEAVES OF ABSENCE - Certificated

10.1 Sick Leave

- 10.1.1 Full-time unit members shall be entitled to ten (10) days sick leave with full pay for each school year for purposes of personal illness or injury to be awarded at the rate of five (5) days on the first day of work and five (5) days on the first day of work of the second semester. Unit members who work less than full-time shall be entitled to a portion of the ten (10) days sick leave on a prorated basis.
- 10.1.2 Leave may be used for personal illness of the unit member or a member of the unit member's immediate family. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent.
- 10.1.3 Unused sick leave shall accrue from year to year.
- 10.1.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with the State Teachers Retirement System ("STRS") regulations. A unit member who leaves CLCS prior to completion of a full school year and has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 10.1.5 Whenever possible, a unit member must call the Lead Facilitator or designee as soon as the need to be absent is known, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the work day unless it was an emergency to permit the employer time to secure a substitute service. Unit members may report their absence as a one-day only absence. If the absence needs to be extended, the unit member needs to notify the Lead Facilitator or designee as soon as possible. For absences of three (3) consecutive work days or more, CLCS may require a medical certification. If requested, unit members may be expected to present a medical certification certifying the unit member's fitness to return to duty after an illness/injury.

10.2 Personal Necessity Leave

- 10.2.1 A unit member may use up to five (5) days of sick leave for personal necessity leave per year.
- 10.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for a unit member who is the father of the child to be absent from his

position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

10.2.3 Unit members shall submit a request for use of personal necessity leave to their immediate supervisor at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Unit members are not required to disclose the reason for personal necessity leave unless utilizing it for three (3) consecutive days in a year.

10.3 Catastrophic Leave

Catastrophic injury or illness is defined as an injury or illness (including pregnancy) of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee. CLCS shall create a catastrophic leave program as follows:

10.3.1 Employees may donate up to five (5) sick leave days per school year to a sick leave bank for unit members suffering a catastrophic injury or illness. Employees must donate at least one (1) sick leave day by September 30 to be eligible to receive any Catastrophic Leave.

10.3.2 Catastrophic leave requests must be submitted in writing to CLCS. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.

10.3.3 The CLCS Executive Director or designee and a NAU member designated by NAU shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence, and the prognosis for recovery. If the CLCS Executive Director or designee and the NAU member designated by NAU cannot reach agreement regarding whether to grant a request for "Catastrophic Leave," the CLCS Board shall make the decision. All information provided by the employee requesting leave shall be held in strict confidence by CLCS and NAU, and shall be isolated from other employment records as required by applicable law.

10.3.4 The number of sick days that can be received by an employee is limited to twenty (20) days per fiscal year.

10.3.5 If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from such leave.

10.4 Bereavement Leave

A unit member shall be granted a leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for up to seven (7) consecutive days. A unit member may be granted up to two (2) days bereavement leave for the death of persons of established close family relationship.

10.5 Leave Rights

10.5.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

10.5.2 Consistent with applicable law, a unit member returning from paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave.

10.6 Industrial Accident Leave

10.6.1 Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.

10.6.2 A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the Board's insurance carrier to assist in determining the qualification and the length of time during which the facilitator will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

10.7 Judicial Leave

10.7.1 It is encouraged for unit members to attend to jury duty during non-school time.

10.7.2 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for up to ten (10) days of pay reimbursement.

10.7.3 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

10.8 Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the Executive Director. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Unit members on leaves without pay shall be permitted to continue participating in School's insurance programs by making premium payments directly to the School. In addition, a unit member on such leave shall notify the Executive Director by March 1st of the school year as to intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

10.8.1 Pregnancy Disability, Family/Medical, and California Family Rights Act Leaves

CLCS shall provide Pregnancy Disability Leave, Family and Medical Leave Act leave and California Family Rights Act leave to unit members consistent with applicable state and federal law and regulations. CLCS shall provide up to two (2) months of continued health care benefits (covering employer and employee contributions) to unit members for the birth or adoption of a child.

10.8.2 Military and Military Spousal Leave of Absence

CLCS shall grant a military leave of absence to any unit member who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA").

10.8.3 Unpaid Leave of Absence

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

10.8.4 Other Statutory Leaves of Absence

CLCS shall provide any other statutory leaves of absence, including but not limited to Time Off for Voting, Drug and Alcohol Rehabilitation Leave, etc., as outlined in the CLCS Employee Handbook and as required by applicable law.

ARTICLE 10 – LEAVE PROVISIONS - Classified

10.1 Sick Leave

- 10.1.1 Full-time unit members shall be entitled to ten (10) days sick leave with full pay for each school year for purposes of personal illness or injury to be awarded at the rate of five (5) days on the first day of work and five (5) days on the first day of work of the second semester. Unit members who work less than full-time shall be entitled to a portion of the ten (10) days sick leave on a prorated basis.
- 10.1.2 Leave may be used for personal illness of the unit member or a member of the unit member's immediate family. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent.
- 10.1.3 Unused sick leave shall accrue from year to year.
- 10.1.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with the Public Employee Retirement System ("PERS") regulations. A unit member who leaves CLCS prior to completion of a full school year and has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 10.1.5 Whenever possible, a unit member must call the Lead Facilitator or designee as soon as the need to be absent is known, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the work day unless it was an emergency to permit the employer time to secure a substitute service. Unit members may report their absence as a one-day only absence. If the absence needs to be extended, the unit member needs to notify the Lead Facilitator or designee as soon as possible. For absences of three (3) consecutive work days or more, CLCS may require a medical certification. If requested, unit members may be expected to present a medical certification certifying the unit member's fitness to return to duty after an illness/injury.

10.2 Personal Necessity Leave

- 10.2.1 A unit member may use up to five (5) days of sick leave for personal necessity leave per year.
- 10.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for a unit member who is the father of the child to be absent from his

position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

10.2.3 Unit members shall submit a request for use of personal necessity leave to their immediate supervisor at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Unit members are not required to disclose the reason for personal necessity leave unless utilizing it for three (3) consecutive days in a year.

10.3 Catastrophic Leave

Catastrophic injury or illness is defined as an injury or illness (including pregnancy) of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee. CLCS shall create a catastrophic leave program as follows:

10.3.1 Employees may donate up to five (5) sick leave days per school year to a sick leave bank for unit members suffering a catastrophic injury or illness. Employees must donate at least one (1) sick leave day by September 30 to be eligible to receive any Catastrophic Leave.

10.3.2 Catastrophic leave requests must be submitted in writing to CLCS. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.

10.3.3 The CLCS Executive Director or designee and a NAU member designated by NAU shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence, and the prognosis for recovery. If the CLCS Executive Director or designee and the NAU member designated by NAU cannot reach agreement regarding whether to grant a request for "Catastrophic Leave," the CLCS Board shall make the decision. All information provided by the employee requesting leave shall be held in strict confidence by CLCS and NAU, and shall be isolated from other employment records as required by applicable law.

10.3.4 The number of sick days that can be received by an employee is limited to twenty (20) days per fiscal year.

10.3.5 If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from such leave.

10.4 Bereavement Leave

A unit member shall be granted a leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for up to seven (7) consecutive days. A unit member may be granted up to two (2) days bereavement leave for the death of persons of established close family relationship.

10.5 Leave Rights

10.5.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

10.5.2 Consistent with applicable law, a unit member returning from paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave.

10.6 Industrial Accident Leave

10.6.1 Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.

10.6.2 A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the Board's insurance carrier to assist in determining the qualification and the length of time during which the facilitator will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

10.7 Judicial Leave

10.7.1 It is encouraged for unit members to attend to jury duty during non-school time.

10.7.2 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for up to ten (10) days of pay reimbursement.

10.7.3 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

10.8 Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the Executive Director. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Unit members on leaves without pay shall be permitted to continue participating in School's insurance programs by making premium payments directly to the School. In addition, a unit member on such leave shall notify the Executive Director by March 1st of the school year as to intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

10.8.1 Pregnancy Disability, Family/Medical, and California Family Rights Act Leaves

CLCS shall provide Pregnancy Disability Leave, Family and Medical Leave Act leave and California Family Rights Act leave to unit members consistent with applicable state and federal law and regulations. CLCS shall provide up to two (2) months of continued health care benefits (covering employer and employee contributions) to unit members for the birth or adoption of a child.

10.8.2 Military and Military Spousal Leave of Absence

CLCS shall grant a military leave of absence to any unit member who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA").

10.8.3 Unpaid Leave of Absence

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

10.8.4 Other Statutory Leaves of Absence

CLCS shall provide any other statutory leaves of absence, including but not limited to Time Off for Voting, Drug and Alcohol Rehabilitation Leave, etc., as outlined in the CLCS Employee Handbook and as required by applicable law.

ARTICLE 11 – EVALUATION - Certificated

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations specified in the article of this Agreement addressing Employment Status. The primary purpose of evaluations shall be for the improvement of employment skills, and all evaluations shall be conducted in good faith and in accordance with the provisions of this Agreement.

- 11.1 Unit members shall be evaluated as outlined in this Article and the Facilitator Evaluation System at **Appendix B**.
- 11.2 Probationary unit members shall be formally evaluated at least once annually. Post-probationary unit members shall be formally evaluated once annually. Post-probationary unit members who have completed their probationary period may be evaluated every other year, provided they receive a “highly effective” rating for at least two (2) consecutive years.
 - 11.2.1 Unit members may be informally evaluated throughout the year. Informal evaluations may lead to the implementation of an Improvement Support Plan in order to support the unit member so that they may have a successful formal evaluation.
- 11.3 Unit members who will complete one hundred thirty-five (135) working days during the school year shall be evaluated under the terms of this Article.
- 11.4 Unit members who will not complete one hundred thirty-five (135) working days during the school year may be evaluated.
- 11.5 The CLCS evaluator and the unit member will sign a copy of the evaluation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.
- 11.6 The unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member’s personnel file.
- 11.7 A unit member may be given an Unsatisfactory Evaluation only if they earn an overall average of 2.0 or lower when averaging all Domains A-F of the Classroom Evaluation Rating Documents.
 - 11.7.1 A unit member who receives a rating of 2.0 or lower on an individual domain may be put on an Improvement Support Plan in order to support their practice within that domain.
- 11.8 Unit members must be notified by January 31st that they have received an individual score of a 1 (Does Not Meet Standard) or 2 (Improvement Necessary) on any item within any Domain A-F of the Classroom Evaluation Rating Documents.
- 11.9 Observations and evaluations that result in an individual score of Does Not Meet Standard (1) or

Improvement Necessary (2) within any Domain A-F shall be documented with the date of the observation and notes about what was observed to merit the score of a 1 or 2. This shall be presented to the unit member in writing by January 31.

11.10 Any unit member who has been given an Unsatisfactory Evaluation (see 11.6) will be referred for an Improvement Support Plan. In the Improvement Support Plan, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator shall provide the unit member with a written document that outlines:

- Specific recommendations for improvement.
- The assistance, provisions and resources provided.
- Goals or benchmarks to be attained and a timeline for achieving goals/benchmarks.
- Direct assistance to implement such recommendations.
- Provision of additional resources to assist with improvement such as mentor facilitator, coach, professional development in-service and other resources to measure improvement.
- Techniques and means of measuring improvement.
- Time schedule to monitor progress.

During the implementation of an Improvement Support Plan, time shall be scheduled for the unit member and evaluator to monitor the unit member's progress.

11.11 The following conditions shall govern the Improvement Support Plan:

- a. Refusal to participate may result in termination.
- b. Release time for planning or grading (not to exceed the equivalent of one-day or seven hours) shall be provided when required by the conditions of the Plan.
- c. The Plan shall relate directly to the concern(s) creating the overall Does Not Meet Standard or Improvement Necessary rating.
- d. Unit members who are on an Improvement Support Plan shall be re-evaluated and their status communicated no later than April 15th.

11.12 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment through the evaluation process shall be available to those persons authorized by law to review such information and upon written request, a copy of such materials shall be provided, except ratings, reports, or records which were obtained prior to the unit member's employment.

11.13 The unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file.

11.14 Professional Development: Lead Facilitators will budget for professional development for their school sites including school-wide and individual professional development. Unit members can create plans for and undertake individual professional development that are monitored and

approved by the Lead Facilitator. Individual professional development plans will align with the unit member's annual professional goals and is encouraged. Approved professional development will not be counted against a unit member's personal leave bank of hours.

- 11.15 CLCS and representatives from NAU shall form a task force/committee to meet and discuss possible revisions to the evaluation article and evaluation forms as needed. Revisions to the evaluation process can occur between negotiations with the agreement of both parties. For this to occur, CLCS and NAU will form a task force made up of unit members and administrative staff. If the revisions alter the terms of the Collective Bargaining Agreement (CBA), then those changes will be codified in a Memorandum of Understanding, and incorporated into the CBA during the negotiations following the revision and subject to ratification by both parties.

ARTICLE 11 – EVALUATION - Classified

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations specified in the article of this Agreement addressing Employment Status. The primary purpose of evaluations shall be for the improvement of employment skills, and all evaluations shall be conducted in good faith and in accordance with the provisions of this Agreement.

11.1 Unit members shall be evaluated by no later than May 1 per the form at **Appendix B**.

11.2 Probationary unit members shall be formally evaluated once annually. Unit members who have completed their probationary period may be evaluated every other year, provided they receive a “meets standards” rating for at least two (2) consecutive years.

11.3 Unit members who will complete one hundred thirty-five (135) working days during the school year shall be evaluated under the terms of this Article.

11.4 Unit members who will not complete one hundred thirty-five (135) working days during the school year may be evaluated.

11.5 The CLCS evaluator and the unit member will sign a copy of the evaluation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

11.6 The unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member’s personnel file.

11.7 In the event of an unsatisfactory evaluation, the evaluator, Executive Director, or Lead Facilitator shall assist the unit member in correcting any cited deficiencies. Such assistance may include, but not be limited to, the following:

- Specific recommendations for improvement.
- Direct assistance to implement the recommendations.
- Provision of any additional resources to be utilized to assist with improvement.
- Techniques and means of measuring improvement.
- Time schedule to monitor progress.

11.8 CLCS and representatives from NAU shall attempt to form a task force/committee to meet and discuss possible revisions to the evaluation article and evaluation forms as needed.

ARTICLE 12 – CLASS SIZE - Certificated

12.1 CLCS shall restrict class sizes as follows:

Kindergarten, Grades 1-2:	25
Grades 3-5:	27
Grades 6-12:	30
P.E.:	50
Leadership/Contemporary Community Citizenship Independent P.E.:	No limit

12.1.1 Learner contacts: Facilitator’s course assignments will take into consideration the number of learner contacts and will not exceed 190 for full-time facilitators (not including CCC small groups for ACLC, L2L for Nea).

12.2 Overages

Class Size Overages: If the maximum class size or learner contact number is exceeded, there shall be a conference between the affected facilitator and the Lead Facilitator through this dialogue, options will be discussed to remediate the issue, e.g., lower class sizes in other sections, additional prep periods, limited adjunct supervisory duties, additional curricular support materials, and other ideas which may come into the discussion.

12.3 School Counselor Workload

The School Counselor will work with the Lead Facilitator and NAU representative when concerns arise with respect to workload. This discussion will include the viability of implementing supports and solutions.

ARTICLE 12 – STAFFING - Classified

In order to ensure safe and effective working and learning conditions for all unit members and learners, minimum staffing levels will be established for each program and/or position as follows:

- Paraprofessional staffing will be based on service minutes as determined by the Special Education Team.
- School Manager and Office Manager shall have additional support or overtime when seasonal workload variation and/or special projects require additional support or overtime.
- Campus an After Care Supervisors: Average weekly attendance of the After Care Program shall not exceed a ratio of twenty (20) learners to one (1) adult.

ARTICLE 13 – SAFETY - Certificated

13.1 Written Report on Unsafe Conditions

Each unit member shall be required to immediately report to the Executive Director, Lead Facilitator, or designee, in writing, any conditions that may have a detrimental effect on the health, safety, or well-being of learners, employees or other persons. Unit members shall not be required to work under unsafe or hazardous physical conditions or to perform tasks that endanger their physical health or safety. Claims involving stress under this article will be referred to workers' compensation and will not be processed as grievances.

13.2 Immediate Report of Assault

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Executive Director, Lead Facilitator, or designee who shall immediately report the incident to the police. The Executive Director, Lead Facilitator, or designee shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

13.3 Communication

Every classroom and major work area shall have a reliable means of communication to the site office and 911.

13.4 Personal Safety

13.4.1 Infections or Contagious Disease

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Learners suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Executive Director or designee deemed necessary to protect the safety of the employee and learners.

13.4.2 Dangerous Learner Action

Unit members who believe their safety, or the safety of other learners, to be endangered by a learner's actions should refer such learner to the Executive Director, Lead Facilitator, or designee. Prior to returning the learner to that facilitator's class, the Executive Director, Lead Facilitator, or designee shall communicate with the facilitator what action has been taken regarding the learner and/or the rationale for returning the learner to class.

13.4.3 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

13.5 Storage Space

CLCS shall provide a separate lockable space with key at every work station for every unit member.

13.6 Liability Insurance

Any time a unit member is performing his/her official job duties, he/she is covered by the CLCS's comprehensive liability policy, consistent with the applicable policy.

13.7 Learner Transportation

No unit member shall be required to use his/her personal vehicle to transport learners. Unit members who are authorized by CLCS to drive students on an extra-curricular (school sponsored) field trip shall have the prior approval of the Executive Director or designee. At a minimum, all drivers shall present a valid driver's license and proof of liability insurance. As required by State law, in the case of an accident, the driver's insurance shall be primary, the School's secondary. Unit members shall continue to assume liability for their own vehicles.

13.8 Specialized Health Care Procedures

No unit member shall be required to perform specialized health care procedures so long as such procedures are not required as part of the unit member's job description.

13.9 Staff Facilities

Each site shall be provided with the following for staff use: 1) a lunchroom/faculty lounge which is adequately furnished; 2) adequate lavatory facilities for staff use only; 3) telephone facilities which provide privacy; and 4) a step ladder.

13.10 Advance Warning

Unit members will be notified of any known instances of the following for students assigned to their individual caseloads/teacher rosters: pending or current suspension or expulsions or any criminal convictions involving threat of violence or violence. If authorized by law, unit members shall be notified concerning any students under their care who are subject to an IEP or 504 Plan which identifies any specific dangerous propensities of such students.

13.11 Disruption on Campus

In responding to disruptive persons on campus, unit members may request CLCS take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of CLCS but may include ouster (removal) measures or possibly injunctive (restraining order) relief.

13.12 Emergency Preparedness, Disaster Plan, Procedures and Supplies

CLCS shall prepare, provide and practice a disaster plan and procedure and will include disaster supplies, medical, and comfort supplies to accommodate learner and all staff needs for seventy-two (72) hours, consistent with legal requirements.

ARTICLE 13 – SAFETY - Classified

13.1 Written Report on Unsafe Conditions

Each unit member shall be required to immediately report to the Executive Director, Lead Facilitator, or designee, in writing, any conditions that may have a detrimental effect on the health, safety, or well-being of learners, employees or other persons. Unit members shall not be required to work under unsafe or hazardous physical conditions or to perform tasks that endanger their physical health or safety. Claims involving stress under this article will be referred to workers' compensation and will not be processed as grievances.

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In responding to disruptive persons on campus, unit members may request CLCS take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of CLCS but may include ouster (removal) measures or possibly injunctive (restraining order) relief.

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CLCS shall prepare, provide and practice a disaster plan and procedure and will include disaster supplies, medical, and comfort supplies to accommodate learner and all staff needs for seventy-two (72) hours, consistent with legal requirements.

ARTICLE 14 – MISCELLANEOUS PROVISIONS - Certificated

14.1 Savings

- 14.1.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 14.1.2 It is further agreed that within fifteen (15) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

14.2 Statutory Changes

- 14.2.1 Improvements in benefits included in this Agreement, which are brought about by applicable amendments or additions of statutory guarantees now provided in California or federal law to California charter schools, shall be incorporated into this Agreement.
- 14.2.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within fifteen (15) working days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

14.3 Maintenance of Standards

- 14.3.1 CLCS shall not unilaterally reduce or eliminate any benefits or professional advantages, which were enjoyed by unit members as of the effective date of this Agreement.
- 14.3.2 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is inconsistent with applicable law and/or EERA regulations.

14.4 Modification or Waiver of Provisions

- 14.4.1 The Parties to this Agreement recognize that there may exist circumstances where specific modifications or waiver of provisions may be mutually deemed desirable. Such agreements to modify or waive provisions shall be specific as to the provisions affected, set forth in writing, signed and dated by the parties.

14.5 Subcontracting

14.5.1 The parties to this Agreement recognize that the duties and work performed by the bargaining unit described in Article 1 shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit, unless CLCS and NAU have agreed to a waiver as described in Article 14.4.1.

14.6 Assignability

14.6.1 Agreement Assignability

This Agreement is assignable. CLCS agrees that no merger, affiliation, change of affiliation, change of employer, or transfer of employees shall occur without a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of the NAU/CLCS Agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of the NAU/CLCS Agreement.

14.6.2 Reasonable Involvement

Other terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of NAU. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing. CLCS shall only take final action regarding other terms and conditions of the assignment of this Agreement after such involvement.

14.6.3 Dispute Resolution

Should a dispute arise regarding this section, the parties agree that no later than ninety (90) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association. Pending final resolution of such an expedited arbitration, status quo regarding the terms and conditions of employment under the NAU/CLCS Agreement shall be maintained.

14.6.4 CLCS Designee

In certain sections, this collective bargaining agreement refers to duties or actions to be undertaken by the CLCS Executive Director. When the Executive Director is off-site and unable to carry out contractual obligations from a distance, these duties or actions can be executed and overseen by the CLCS Chief of Operations.

ARTICLE 14 – MISCELLANEOUS PROVISIONS - Classified

14.1 Savings

14.1.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

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Other terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of NAU. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counter proposals in writing. CLCS shall only take final action regarding other terms and conditions of the assignment of this Agreement after such involvement.

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ARTICLE 15 – TERM - Certificated

15.1 This agreement shall remain in full force and effect up to and including June 30, 2019. For each year under the contract, in addition to compensation and benefits, each party may re-open two (2) articles of their choosing.

15.1.1 Implementation of the first contract.

CLCS will provide intent letters to returning staff on Monday, February 15. Intent letters will not be provided to employees on an ISP on that date. This February date will be for this year (2015-2016) only.

Re-employment letters will go out to all employees not currently on an ISP on Tuesday, March 15.

Implementation of the following articles upon ratification:

- Article 1: Agreement/Recognition
- Article 2: Negotiation Procedure
- Article 3: Association Rights
- Article 4: Organizational Securities/Dues Deduction
- Article 5: Management Rights
- Article 6: Grievance Procedures
- Article 11: Evaluation (with exception that employees currently on ISPs hold to old timeline – no change because of CBA onboarding.)
- Article 14: Miscellaneous Provisions

Implementation of the following Articles effective May 1, 2016:

- Article 8: Compensation and Benefits
- Article 9: Employment Status

Implementation of the following Articles effective July 1, 2016:

- Article 7: Hours of Employment
- Article 10: Leaves of Absence
- Article 12: Class Size
- Article 13: Safety

15.2 Any provisions of this Agreement that are not requested to be modified, amended or terminated as indicated in the parties' initial proposal presented for the new Agreement to be negotiated, shall remain in full force and effect and be automatically adopted and incorporated in the new Agreement.

ARTICLE 15 – TERM - Classified

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- Article 14: Miscellaneous Provisions

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- Article 8: Compensation and Benefits
- Article 9: Employment Status

Implementation of the following Articles effective July 1, 2016:

- Article 7: Hours of Employment
- Article 10: Leaves of Absence
- Article 12: Staffing
- Article 13: Safety

15.2 Any provisions of this Agreement that are not requested to be modified, amended or terminated as indicated in the parties' initial proposal presented for the new Agreement to be negotiated, shall remain in full force and effect and be automatically adopted and incorporated in the new Agreement.

AGREEMENT
BETWEEN
COMMUNITY LEARNING CENTER SCHOOLS
AND
NEA ACLC UNITED

This Agreement made and entered into by and between Community Learning Center Schools, a California nonprofit public benefit corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Board” or “CLCS” or “School” and the Nea Community Learning Center and Alameda Community Learning Center United, CTA/NEA, the classified employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “NAU,” includes all of the following articles and provisions. Ratified and Agreed on June 11, 2023.

Agreed in Bargaining:

For Community Learning Center Schools

For Nea ACLC United/CTA

Annalisa Moore, Executive Director

Daniel Freedman, NAU Representative

APPENDIX A

CLCS Certificated Salary Schedule – Annual Rates 2023-24

Based on 189 days

Based on 205 days for Counselor

2023-24 7% increase on salary schedule

New Certificated Staff Schedule					
Step	BA	BA+30	BA+45	BA+60	BA+75
1	63,325	64,133	65,208	67,092	68,975
2	66,016	66,823	67,899	69,781	71,665
3	68,705	69,512	70,588	72,471	74,354
4	70,521	71,328	72,404	74,287	76,171
5	72,338	73,144	74,220	76,104	77,987
6	74,153	74,960	76,037	77,919	79,802
7	75,969	76,777	77,853	79,735	81,618
8	77,786	78,592	80,408	81,484	83,434
9	79,601	80,408	81,484	83,367	85,250
10	81,417	82,225	83,300	85,183	87,067
11	83,232	84,040	85,115	87,000	88,883
12	84,256	85,056	86,122	87,987	89,852
13	86,055	86,854	87,920	89,785	91,650
14	87,853	88,652	89,718	91,583	93,448
15	89,653	90,451	91,518	93,383	95,249
16	91,451	92,251	93,316	95,182	97,047
17	93,249	94,049	95,115	96,981	98,846
18	94,148	95,115	96,914	98,779	100,644
19	94,148	95,115	96,914	100,577	102,442
20	94,148	95,115	96,914	102,375	104,243
21	95,048	96,180	98,712	104,175	106,041
22	95,048	96,180	98,712	104,175	107,839
23	95,048	96,180	98,712	104,175	109,638
24	95,948	97,246	100,510	105,974	111,436
25	95,948	97,246	100,510	105,974	113,234
26	95,948	97,246	100,510	105,974	115,035
27	96,847	98,313	102,310	107,772	116,833
28	96,847	98,313	102,310	109,571	118,631

Masters Degree Stipend	1500
Facilitator Hourly Rate	40
Maximum outside service credit accepted	8 years
Counselor 205 day work year, starts at minimum of Step 3	
Psychologist Enters at Level 14, BA +75	
Need 75% or more of a year to advance a step	

Stipends	
Governing Board Representative (2 per school)	2000
ACLC School Culture/Student Support Lead	2000
Nea School Culture/Student Support Lead	2000
ACLC Curriculum and Standards Lead	2000
Nea Curriculum and Standards Lead	2000
CLCS Athletic Director	3000
Nea Title 1 Coordinator	3000
Nea ELD Coordinator	4000
BTSA Coach	1600
Nea Leads/Department Chairs --K-2 --3-5 --Humanities --Math --Science --SPED	2500
ACLC Leads/Department Chairs --Humanities --Math --Science --SPED --VAPA	2500
Stipend for writing an UC A-G Course Proposal	500
WASC Leads (two per school) the year before and the year of the WASC visit	2000
New Facilitator Orientation Lead (when needed)	250
Full Time Workload for Facilitators is 25 classroom hours/week (Grades 6-12), based upon a 6 period day	
Lead Facilitator will attempt to schedule 22 – 25 classroom hours/week, with balance as Floor/Tree time (Grades 6-12)	

Appendix B

2023-24 Classified Salary Schedule

2023-24 Classified Salary Schedule

Increase 7%

	Days	Hours
School Mgr/Office Mgr/Office Asst	207	1656
Paraprofessional	187	1402.5
75% of year to advance a step		
All salaries calculated at 1 FTE		

(Yearly) Classified Staff

Yearly	Days	Hrs/ Yr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9-12	Step 13-16	Step 17-20	Step 18-25	Step 25+
School Manager	207	1656	61999	63789	65616	67422	69248	71055	72882	74687	78718	82771	86802	90833	94865
Office Manager	207	1656	57959	59758	61585	63391	65218	67023	68850	70655	74687	78718	82771	86802	90833
Office Assistant	207	1656	40169	41931	43716	45480	47244	49029	50793	52556	56504	60431	63727	67653	71601
Paraprofessional/TK Aid	187	1403	29759	31573	33387	35219	37033	38847	40661	42474	46512	50548	54584	58621	62657
Recess/Yard/Campus Supv	180	1350	28647	30389	32134	33906	35649	37392	39134	40892	44768	48659	52535	56426	60317

(Hourly) Classified Staff

Hourly	Days	Hrs/ Day	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9-12	Step 13-16	Step 17-20	Step 18-25	Step 25+
School Manager	207	8	37.43	38.53	39.63	40.72	41.82	42.91	44.01	45.10	47.54	49.99	52.41	54.85	57.29
Office Manager	207	8	35.00	36.09	37.19	38.28	39.38	40.47	41.57	42.66	45.10	47.54	49.99	52.41	54.85
Office Assistant	207	8	24.26	25.32	26.40	27.46	28.53	29.61	30.67	31.74	34.12	36.49	38.88	40.85	43.23
Paraprofessional/TK Aid	187	7.5	21.22	22.51	23.80	25.12	26.41	27.70	28.99	30.29	33.16	36.04	38.91	41.80	44.68
Recess/Yard/Campus Supv	180	7.5	21.22	22.51	23.80	25.12	26.41	27.70	28.99	30.29	33.16	36.04	38.91	41.80	44.68

Stipends	
Governing Board Representative (2 per school)	2000
ACLIC School Culture/Student Support Lead	2000
Nea School Culture/Student Support Lead	2000
ACLIC Curriculum and Standards Lead	2000
Nea Curriculum and Standards Lead	2000
CLCS Athletic Director	3000
Nea Title 1 Coordinator	3000
Nea ELD Coordinator	4000
BTSA Coach	1600
Nea Leads/Department Chairs --K-2 --3-5 --Humanities --Math --Science --SPED	2500
ACLIC Leads/Department Chairs --Humanities --Math --Science --SPED --VAPA	2500
Stipend for writing an UC A-G Course Proposal	500
WASC Leads (two per school) the year before and the year of the WASC visit	2000
New Facilitator Orientation Lead (when needed)	250

CLASSIFIED PERFORMANCE EVALUATION

DATE: _____

NAME: _____

POSITION: _____

LOCATION: _____

OVERALL EVALUATION: E = Exceeds Standards M = Meets Standards N = Needs Improvement U = Unsatisfactory		A Probationary Employee A Post-Probationary Employee			
CATEGORY CHECKLIST					COMMENTS
Attendance/Punctuality - Observes time and work schedules					
Personal Appearance - Neat, clean, professional clothes and overall appearance with professionally accepted standards.					
Compliance with Policies, Rules, Procedures - Understands and follows school and department policy, rules, procedures.					
Safety Practices - Observes appropriate safety/injury prevention measures, practices good housekeeping; keeps work area neat, takes care of equipment. List training sessions attended and dates or attach separate sheet if necessary.					
Flexibility/Willingness to Accept Suggestions - Open and responsive; able to adjust to change.					
Knowledge of Job (per the job description) - Blends training/skill/experience.					
Quality of Skills/Work -Accuracy, neatness, effectiveness of work product.					
Quantity of Work - Volume, timeliness, speed of accomplishment.					
Initiative and Creativity - Resourcefulness; anticipates needs; concern for self-improvement; motivated and interested in job and work.					
Reliability and Dependability - Follows through and accomplishes goals.					
Plans, Organizes and Prioritizes Work - Orderly, follows logical and efficient processes and procedures.					
Problem-solving and Judgment - Understands and resolves problems; able to weigh options and make reasonable decisions.					
Accepts Responsibility - Accountable for own actions; handles details without constant supervision, observes confidentiality.					
Communications - Uses appropriate language, tone, in both face-to-face and in telephone situations.	14.a. oral				
	14.b. written				
Effective Working Relationships - Courtesy, cooperativeness, tactfulness, willingness to help others in contacts with learners, staff, supervisors, public.					
Other Factors in Job Description - (e.g. Leadership, Supervisory, Technical)	16.a.				
	16.b.				
You may attach additional sheets for further comments, specific commendations for exemplary performance, accomplishments or to list specific goals, timetables and action plans for the next evaluation period. PLEASE NOTE: Ratings that are "N" or "U" must have accompanying comments for clarification.					

This document will be placed in your personnel file. You have ten (10) working days from the receipt of this evaluation to make any signed written comments

which will be attached to this evaluation before filing.

I certify that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____