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**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**ENVISION EDUCATION**

**AND**

**ENVISION UNITED CTA/NEA**

**JULY 1, 2017 - JUNE 30, 2020**



*Education [is] the practice of freedom, the means by which men and women deal critically and creatively with reality and discover how to participate in the transformation of their world.*

– Paulo Freire

## PREFACE

(June 2017)

This Collective Bargaining Agreement (CBA) was collaboratively developed by Envision Education and Envision United CTA/NEA . The overall CBA and each article are aligned to the mission and core values of Envision Education, provide Envision United members protections and voice in decision making, and maintain organizational flexibility in order to continue to deliver on our mission and the promise of charter schools.

**Envision’s mission is to transform the lives of students – especially those who will be the first in their family to attend college – by preparing them for success in college, in career, and in life.** It is our mutual intent to further promote our collective ability to provide rigorous and innovative learning environments for our students. Therefore, this CBA reflects our shared goals of:

- Providing the highest quality, innovative program for our students, with teachers and staffing as core to this goal
- Providing equitable and competitive compensation to attract and retain our amazing staff
- Ensuring our financial sustainability

**Envision’s core values of high expectations, learning, persistence, humility/equity, and team** not only guided our development of this CBA, but they will also continue to guide our collaboration moving forward - to innovate on our programs in service of student learning and teacher effectiveness and sustainability.

There are many reasons why this CBA is unique and represents Envision Education’s and Envision United’s beliefs. Three examples that illustrate this are: Compensation, Academic Freedom, and our commitment to be a model for strong management and union collaboration.

- Our Compensation structure rewards what matters most in student success: teacher retention, contribution, and leadership. (See Compensation article)
- Our Academic Freedom article calls out our collective belief in teacher autonomy, teachers examining their practice in the best interest of student success, and the importance of consistency across classrooms and schools for our students. (See Academic Freedom article)
- Our commitment to be a model for strong management and union collaboration is reflected in our goal to establish committees to improve our College Success Portfolio system (see Hours, Duties, and Work year article), co-develop an Evaluation and Support process (see Evaluation article), and build a shared curricular system (see Academic Freedom article).

We are so grateful to both the Envision Education and Envision United bargaining teams for their hard work and dedication to the Envision community throughout the process of developing our first CBA.

In community,

Envision Education & Envision United



## TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION.....	1
ARTICLE 2.	PRESERVATION OF UNIT WORK .....	2
ARTICLE 3.	MANAGEMENT RIGHTS.....	3
ARTICLE 4.	ENVISION UNITED RIGHTS .....	4
ARTICLE 5.	ORGANIZATIONAL SECURITY AND DUES DEDUCTION .....	6
ARTICLE 6.	GRIEVANCE PROCEDURE .....	9
ARTICLE 7.	NO STRIKE/NO LOCKOUT .....	13
ARTICLE 8.	COMPENSATION.....	14
ARTICLE 9.	HEALTH AND WELFARE BENEFITS .....	16
ARTICLE 10.	RETIREMENT.....	17
ARTICLE 11.	HOURS, DUTIES AND WORK YEAR .....	18
ARTICLE 12.	EMPLOYEE LEAVE.....	21
ARTICLE 13.	ACADEMIC FREEDOM .....	25
ARTICLE 14.	TECHNOLOGY.....	26
ARTICLE 15.	SAFETY .....	27
ARTICLE 16.	CLASS SIZE AND WORKLOAD .....	30
ARTICLE 17.	EMPLOYMENT STATUS.....	32
ARTICLE 18.	DISCIPLINE AND DISCHARGE .....	33
ARTICLE 19.	EVALUATION AND DEVELOPMENT.....	36
ARTICLE 20.	ASSIGNMENTS AND VACANCIES.....	38
ARTICLE 21.	REDUCTION IN FORCE.....	41
ARTICLE 22.	SEVERABILITY AND SAVINGS .....	43
ARTICLE 23.	DURATION .....	44

EXHIBITS

EXHIBIT 1. HEALTH AND WELFARE BENEFITS: EMPLOYER MONTHLY CONTRIBUTIONS ..... i

EXHIBIT 2. SALARY SCHEDULES..... ii

    Teacher Salary Schedule..... ii

    School Psychologist Salary Schedule..... iii

    College Advisor / Counselor Salary Schedule ..... iv

    Salary (Supplements For Teachers And Learning Specialists Only)..... v

    Other Salary Supplements (For All Unit Members)..... vi

    Stipends (For All Unit Members) ..... vi

EXHIBIT 3. LIST OF ARBITRATORS..... vii

## **ARTICLE 1. RECOGNITION**

- A.** Envision Education recognizes Envision United as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code Section 3540.1) for all certificated employees, classroom teachers, counselors/college advisors, and psychologists and excluding all management, supervisory, and confidential employees.
- B.** New certificated positions or classifications which are established during the term of this Agreement shall first be reviewed by Envision Education and Envision United as to their inclusion in the bargaining unit and shall thereafter be part of the bargaining unit if the parties agree that such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.
- C.** In the event that Envision Education contemplates opening any new school(s), new campus or expansion of Envision Education, or contracting or merging with any affiliate, subsidiary, partnership, firm, corporation or other legal entity, Envision Education will provide advanced notice to Envision United and will meet in an effort to reach an agreement on whether affected personnel will become members of the bargaining unit and be covered under this collective bargaining agreement. In the event the parties fail to agree on the inclusion or exclusion of such personnel, the dispute shall be subject to the procedures of the EERA.

## **ARTICLE 2. PRESERVATION OF UNIT WORK**

- A.** The parties to this Agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit. The parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary and appropriate coverage of unit members as referred to in other Articles of this Agreement.
- B.** Provided that:
1. Envision Education may utilize non-unit personnel on a temporary or as needed basis in order to address either a lack of available certificated personnel for hire or peak periods of programmatic needs.
  2. Envision Education may consider utilizing non-unit personnel to enhance the delivery of educational services and enable unit members to best perform their essential roles, and not to supplant them or their responsibilities.

### **ARTICLE 3. MANAGEMENT RIGHTS**

- A.** It is understood and agreed that Envision Education retains all of its rights and ability to direct, manage and control its operations to the full extent of the law, subject to the specific terms of this Agreement. While input from the staff will be considered and decisions will be derived in a collaborative model, final decisions will rest with Envision Education in connection with the following, subject to section C below:
1. Determining the legal, operational, governance, and organizational structure of Envision;
  2. Determining the mission, intention and overall program design as described in the school's charter and specifying the instructional delivery model, intervention and remediation programs, and all educational policies, procedures, objectives, goals and programs;
  3. Establishing educational policies with respect to admitting students;
  4. Determining staffing plans and allocation, including but not limited to hiring, promotion, layoff, or discharge;
  5. Ensuring the rights and educational opportunities of all students;
  6. Maintain Envision Education's Employee handbook;
  7. Making all decisions regarding the acquisition, disposition, number, location, and utilization of all Envision Education school properties and offices;
  8. Establishing the financial structure of Envision Education including investment policies and practices, budgeting procedures and budgetary allocations, reserves and expenditures;
  9. Determining the methods of raising revenue; and
  10. Taking action on any matter in the event of an emergency.
- B.** The exercise of the foregoing rights, 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.
- C.** Envision Education recognizes its duty to negotiate with Envision United over the impact on mandatory subjects of bargaining of its exercise of the rights referenced above and its duty to consult with Envision United over matters of consultation as specified in Government Code section 3543.2(a)(3).
- D.** The parties recognize that in the formative years of a school certain leeway and flexibilities are necessary to build it. They further recognize that for Envision Education to succeed, the School and Envision United must maintain fluid communication and a willingness to work out issues and concerns with student interests at the basis of each decision.
- E.** Since this Article is not a source of Envision United or Employee Rights, it is not subject to grievance.



## **ARTICLE 4. ENVISION UNITED RIGHTS**

### **A. Right to Represent**

1. The exclusive representative shall have the right to represent members of the unit in employment relations with Envision Education.

### **B. Right to Associate**

1. Envision Education and Envision United recognize the right of employees to form, join and participate in the activities of an employee organization and the equal alternative right of employees to refuse to form, join or participate in employee organization activities. Unit members shall also have the right to represent themselves individually in their employment relations with Envision Education, but not in connection with negotiations.

### **C. Rights of Access, Communication and Use of Facilities**

1. Envision United shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mailboxes and other means of communication, subject to reasonable regulations, and the right to use Envision facilities at reasonable times for the purposes of meetings concerned with the rights guaranteed in the Educational Employment Relations Act, provided that there is no conflict with a scheduled activity.
2. Access: Persons not members of the school staff who wish to come on the school site for Envision United matters during the school day shall first notify the principal's office. Such visits shall be scheduled so as to not cause interruption to the school program.
3. Communication: Envision United shall have the right to use unit member mailboxes for communications, consistent with the law, to unit members without interference with such communications by Envision Education. A copy of general distribution Envision United material shall be sent to the CEO/designee and to the principal at the school where material is distributed at the same time as the general distribution. An Envision United representative shall be responsible for distribution of said material, and no cost shall be imposed on Envision Education for such communication.
4. Bulletin Boards: Envision United shall have the right to post notices of activities and matters of Envision United concern on bulletin board space designated for Envision United use. Such bulletin board space shall be provided at each school site in areas frequented by unit members.
5. Use of Facilities: Envision United shall have the right to use school facilities during reasonable hours for meetings. "Reasonable hours" means before and after school/professional development time, evenings, and lunch periods. General meetings in shared space shall be subject to approval by the principal after written (or emailed) request made at least two (2) days in advance of the requested use. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities. Such meetings shall not interfere

## ARTICLE 4. ENVISION UNITED RIGHTS

with the service of the employee or the school program.

### **D. Right to Information**

1. Board Agendas and Minutes: Envision Education shall provide to Envision United one copy of the Board agenda in advance of each Board meeting. Envision United president shall be emailed (one (1) business day later than the Board) all non-confidential, non-privileged attachments to the Board agenda. Minutes of the previous meeting shall be made available to Envision United at the next regularly scheduled Board meeting.
2. Employee Names: Envision Education shall give Envision United the names and addresses of all bargaining unit personnel no later than October 1 of each school year and of all bargaining unit personnel employed after September 30 of each school year within thirty (30) days of employment. These lists shall indicate employees' assigned worksite. Envision Education shall provide the Envision United with a preliminary list of unit members and their worksites by September 15.

### **E. Appointment to Committees**

1. When Envision Education forms committees relating to matters within the scope of representation, Envision United shall have the right to appoint the unit members to serve on the committee. Envision United members shall comprise at least 50% of each committee. If Envision United fails to appoint said representatives by the time set for the committee to begin work, the committee may proceed as long as there is at least one (1) Envision United member.

## **ARTICLE 5. ORGANIZATIONAL SECURITY AND DUES DEDUCTION**

### **A. Dues Deduction**

1. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to Envision United. Envision Education shall deduct other voluntary payments as authorized by unit members and Envision United. Envision United members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from Envision United to Envision Education, shall be increased or decreased without resolicitation and authorization from unit members.
2. Any unit member who is a member of Envision United or who has applied for membership may sign and deliver to Envision Education an assignment authorizing deduction of membership dues, initiation fees, and general assessments of Envision United. Pursuant to such authorization, Envision Education shall deduct annual dues divided in equal amounts for each pay period of the school year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
3. With respect to all sums deducted by Envision Education pursuant to Section A.1 above, Envision Education agrees to remit such moneys promptly but no later than ten (10) calendar days to Envision United accompanied by an alphabetical list of unit members, including their names, addresses, and assignment for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. This would include new employees, terminations, leaves of absence or new home addresses.

### **B. Maintenance of Membership**

1. Envision United and Envision Education agree that any unit member who is a member of Envision United at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate his or her membership within the thirty (30) day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide Envision United with a lump sum cash payment of dues for the year, Envision Education shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections A.1 and A.2 above.

### **C. Agency Fee**

1. Any unit member who is not a member of Envision United, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of

ARTICLE 5. ORGANIZATIONAL SECURITY AND DUES DEDUCTION

assigned duties within the bargaining unit, shall

- a. become a member of Envision United, or;
- b. pay to Envision United a fee in an amount equal to membership dues, initiation fees and general assessments, payable to Envision United in one lump sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to Envision United, Envision United shall so inform Envision Education, and Envision Education shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to Envision United for such mandatory agency fee deductions, or;
- c. request exemption status based on religious objection.

**D. Religious Objection**

1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support Envision United as a condition of employment except that such a member shall pay in lieu of agency fee, sums equal to such agency fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 c(3) of Title 26 of the Internal Revenue Code:
  - a. I Have a Dream Foundation
  - b. Habitat for Humanity
  - c. Girls Inc.
  - d. First Graduate
  - e. Each One Reach One
  - f. City Youth Now

Such payment shall be made on or before the due date for cash dues /fees for each school year. A religious objector may be subject to pay Envision United for the costs of representation in grievances and arbitrations.
2. Proof of payment and a written statement of objection to joining or financially supporting employee organizations, pursuant to this Section, shall be made on an annual basis to Envision United and Envision Education as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be

ARTICLE 5. ORGANIZATIONAL SECURITY AND DUES DEDUCTION

presented on or before the due date for cash dues/fees for each school year.

**E. Reimbursement/Hold Harmless**

1. Envision United agrees it shall reimburse Envision Education for any and all litigation costs and attorneys' fees and shall hold Envision harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with the Article, or Envision Education's reliance on any list, notice, document, certification, or authorization furnished under this Article by Envision United.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

### **A. Definitions and General Conditions**

1. A grievance is a claim by one (1) or more unit members or Envision United that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, except for Article 3 (Management Rights), Article 17 (Employment Status), Article 18 (Discipline and Discharge), and Article 19 (Evaluation and Development, except for compliance with the procedures specified in the Evaluation and Development Article). The procedure for contesting disciplinary actions appears in Article 18 (Discipline and Discharge).
2. For purposes of this Article, a “day” is a day on which unit members are scheduled to work.

### **B. Right to Representation**

1. A grievant may be represented at all stages of the grievance by an Envision United representative(s). A copy of the grievance will be issued to all affected parties.

### **C. No Reprisals**

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

### **D. Level One: Collaborative Level**

1. The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by an Envision United Representative, with the object of resolving the matter informally. The grievant, may however, authorize an Envision United Representative to represent him/her.
2. This discussion must be requested within twenty (20) days of the alleged violation or within twenty (20) days of when the grievant had knowledge of the facts concerning the alleged violation.

### **E. Level Two: School Level**

1. If the matter is not resolved informally at the Collaborative Level, the grievant may submit the claim as a formal grievance no later than fifteen (15) days after the informal conference.
2. Within ten (10) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and an Envision United Representative in an effort to resolve the matter.
3. Within ten (10) days after receipt of the grievance, or after the Level 2 School Level conference, the administrator shall render a decision in writing, together with supporting reasons.

### **F. Mediation**

1. Failing resolution at the School Level, either party may request, within ten (10)

## ARTICLE 6. GRIEVANCE PROCEDURE

days after Level 2 decision is issued, to utilize a mediator assigned by the State Mediation and Conciliation Service to assist them in resolving the dispute.

### **G. Level Three: Advisory Arbitration**

1. Within ten (10) days of receipt of the decision at the School Level (or within ten (10) days after mediation efforts failed if Mediation was utilized), or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to advisory arbitration.
2. The arbitration shall be conducted by a five-member panel consisting of two (2) representatives of Envision Education, two (2) representatives of Envision United, and an arbitrator selected from the list that appears at Exhibit 3, provided that the parties were able to reach agreement on the names of such arbitrators within thirty (30) days after Board adoption of this Agreement. Failing such agreement, the parties on a case-by-case basis shall agree to an arbitrator within ten (10) days after the grievance is advanced to advisory arbitration. Failing agreement within ten (10) days, they shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service and shall strike names until one (1) remains. The parties shall disclose the names of their representatives at least three (3) weeks in advance of the hearing.
3. The parties shall, no less than ten (10) work days before the hearing, exchange in writing their understanding of the issue(s) to be submitted to the panel. Thereafter, the parties will exchange a written summary of the evidence they intend to offer and make good faith efforts to reach agreement on, and reduce to writing, the issue(s) to be submitted to the panel. The agreed upon issue(s), if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the panel no later than five (5) working days prior to the hearing.
4. The panel and parties will make all reasonable efforts to conclude the arbitration in one (1) day.
5. The panel has the discretion to decide whether to receive written briefs from the parties, or to decide the matter based on final oral argument.
6. Except as indicated in subparagraph 7, the cost of employing the arbitrator shall be borne equally by the parties. All other costs shall be borne only by the party incurring that cost. If the parties agree to the use of a court reporter, or if the panel requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared both parties shall share the cost of the transcript.
7. In the event the Board Subcommittee rejects the panel's decision and denies the grievance at Level Four (Section I), Envision Education will bear the cost of

## ARTICLE 6. GRIEVANCE PROCEDURE

employing the arbitrator.

### **H. Duty of Panel**

1. The panel shall and issue a decision within thirty (30) days after conclusion of the hearing (and briefing if briefs are received).
2. The decision will fully explain the panel's reasoning on each issue, and in the event of dissention it will include the dissenting panel member's perspective.
3. The panel shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the panel finds a violation of the Agreement, they shall decide the appropriate resolution, subject to the provisions of subsection H.5 below. The decision of the panel shall be based solely upon the evidence and arguments presented to the panel by the respective parties. If the panel recommends a monetary remedy, its recommendation shall be confined to no earlier than twenty (20) days before the date on which the grievance was filed.
4. If unanimous, the decision of the panel shall be final. If not unanimous, the matter shall proceed to Level Four.
5. The panel shall have no power to:
  - a. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement or of any Envision Education policy;
  - b. Establish, alter, modify, or change any salary schedule or salary structure;
  - c. Rule on any matter involving evaluation other than compliance with procedures; or
  - d. Rule on any disciplinary action, including warnings, counseling memos, suspensions, terminations.

### **I. Level Four: Review by Board Subcommittee**

1. If the arbitration panel issues a decision that is not unanimous, the losing party may request review by the Board Subcommittee within twenty (20) days after issuance of the panel decision. The Subcommittee shall convene promptly to review the advisory arbitration decision along with all documents generated at the hearing.
2. The Subcommittee will consider in good faith the panel's decision. The Subcommittee may, but is not required to, receive further argument from the parties.
3. The Subcommittee shall set forth its decision in writing within thirty (30) days after receiving the advisory arbitration decision.
4. The decision of the Subcommittee sustaining, reversing or modifying the recommendations of the advisory arbitration shall be final.

- J.** In May 2019, or such earlier time as referenced in section K, the parties will convene to review their experience with the process defined in this Article. If the Board



## ARTICLE 6. GRIEVANCE PROCEDURE

Subcommittee has rejected a decision of the panel during the term of this Agreement up to May 2019, Envision United may reopen this Article to seek binding arbitration. In that event, Envision Education may also propose changes in this Article.

**K.** If the Board Subcommittee has rejected a decision of the panel three or more times prior to May 2019, Envision United may reopen this Article to seek binding arbitration prior to May 2019. In that event, Envision Education may also propose changes in this Article.

**L. Miscellaneous**

1. The grievant and the Envision United Representative (if a member of the bargaining unit) shall be provided with reasonable time to attend any grievance meetings with Envision Education. For hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
2. Where a grievant is not represented by Envision United, Envision Education shall promptly furnish to Envision United (at its central office) a copy of the grievance. If the grievance is withdrawn without a settlement, Envision Education shall so notify Envision United. Envision Education shall not agree to a final resolution until Envision United has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter.

## **ARTICLE 7. NO STRIKE/NO LOCKOUT**

- A.** Envision United and Envision Education agree that the differences between the Parties hereto shall be settled by peaceful means as provided in this Agreement.
- B.** Envision United and bargaining unit members will not engage in a strike as defined by law, including concerted refusals to perform mandatory duties and sympathy strikes.
- C.** In the event that Envision United learns of any such actual or threatened activity, Envision United shall inform employees of their obligations under this Article and shall make its best efforts to cause the activity to cease.
- D.** During the term of this Agreement, Envision Education will not engage in any lockout of bargaining unit members.

## **ARTICLE 8. COMPENSATION**

- A.** The following guiding principles underlie Envision Education’s compensation structure for unit members:
1. We compensate as well as we possibly can, consistent with our financial condition and to be competitive and equitable with district and charter schools in the cities in which our schools are located
  2. We compensate for what makes a difference for students and staff
  3. We have a compensation system that is simple, clear and transparent
  4. We are innovative, so that we can continue to deliver on our mission
- B.** The salary schedules, supplements, and stipends of all unit members are set forth in Exhibit 2.
- C.** Unit members whose assignments are less than full time will be paid in direct proportion to the FTE assigned.
- D.** Unit members must complete 75% of a year to advance a step.
- E.** Step assignment is based on the number of years of experience in another public or private school, as of June 30 of the preceding school year. New unit members hired by Envision Education may transfer year-for-year credit of teaching service. Initial placement on the salary schedule shall be determined at the sole discretion of Envision Education and shall be based on demonstrable proof of relevant prior experience and credentials/qualifications.
- F.** Unit members will be placed on the salary schedule based on years and verified degrees. For the 2017-18 school year,
1. No unit member shall have a reduction in their current Envision Education salary as a result of the new salary schedule set forth in Exhibit 2.
  2. Unit members will be guaranteed a minimum 4% increase in the 2017-18 school year from their 2016-17 salary, and as needed, unit members will be placed on higher steps for their 2017-18 salary to ensure that increase.
  3. Any unit member who would have moved to +60 on Envision’s old salary schedule for the 2017-18 school year by attaining the requisite units by August 1, 2017 will be moved to the step on Envision’s new salary schedule in 2017-18 that ensures they are making at least as much as they would have on the old schedule at +60 in 2017-18 school year. To qualify, affected unit members must provide proof by August 1, 2017 and shall notify Human Resources of their status as soon as possible.
- G.** If the parties reach an overall Tentative Agreement for a new Collective Bargaining Agreement that is ratified by the Envision United membership no later than June 23, 2017, then Envision will confer:
1. A one-time, \$500 bonus for those not returning to Envision in 2017-18
  2. A one-time, \$2,500 bonus for those returning to Envision in 2017-18 who

## ARTICLE 8. COMPENSATION

returned their signed agreement by May 30, 2017

- H.** The salary schedule shall be increased by 1.5% for the 2018-19 school year. The salary schedule shall be increased an additional 1.5% for the 2019-20 school year. In addition, a contingent one-time payment based on an adequate unrestricted surplus at June 30, 2019, as follows:
1. If Envision Education's "Site Surplus" is greater than 4% of Envision Education's "Site Expenditures," as determined in September 2019, unit members will receive a one-time payment of \$1,000.
  2. "Site Surplus" is defined as the surplus (net of revenue minus expenses) of all Envision Education schools after deduction of the expenses from Envision Education cost centers (Special Education, Education, and Support Office) that are assigned to each School based on the support each school receives from each cost center. Funds that are restricted for a certain program, as identified by governmental entities or private grantors, will be excluded from the calculation. This calculation will be performed in September 2019 after the books have closed. If the total "Site Surplus" meets the 4% threshold, payout shall be made by the end of October 2019.
- I.** Envision Education retains the right to offer one-time signing bonuses, referral bonuses, and other financial incentives as necessary to recruit for hard-to-fill positions.
- J.** The new salary schedule will be effective beginning in the 2017-18 school year.

## **ARTICLE 9. HEALTH AND WELFARE BENEFITS**

- A.** Unit members working at least 60% FTE will be eligible for Envision Education health and welfare benefits as follows.
- B.** Should unit members elect to enroll in a medical plan, including employee only or employee and dependents, offered by Envision Education, Envision Education shall contribute towards the cost associated with each unit member's elected medical plan premiums as indicated on Exhibit 1 attached. Unit members will be responsible for any costs exceeding Envision Education's contribution.
- C.** Should unit members elect to enroll in dental insurance, including employee only or employee and dependents, offered by Envision Education, Envision Education shall contribute towards the cost associated with each unit member's elected dental plan premiums as indicated on Exhibit 1 attached. Unit members will be responsible for any costs exceeding Envision Education's contribution.
- D.** Should unit members elect to enroll in vision insurance, including employee only or employee and dependents, offered by Envision Education, Envision Education shall contribute towards the cost associated with each unit member's elected vision plan premiums as indicated on Exhibit 1 attached. Unit members will be responsible for any costs exceeding Envision Education's contribution.
- E.** Envision Education shall provide for each unit member Life and Accidental Death and Dismemberment insurance at no cost to unit members. Unit members will qualify for State Disability Insurance.
- F.** Annually, at the beginning of Envision Education's open enrollment period, Envision Education will make available the costs of each of the upcoming year's plans.
- G.** Annually, before Envision Education's open enrollment period, Envision Education shall form a committee to expeditiously review benefits options. At least 50% of committee seats shall be offered to the Envision United membership. The committee shall determine benefits options in advance of the open enrollment period. Envision Education and the committee will endeavor to maintain the level of benefits while keeping costs stable; however, in order to contain health benefits costs to no more than 10% of payroll, Envision Education and the committee will make the necessary modifications to benefits options. If the committee cannot reach an agreement, Envision Education will implement benefits options, endeavoring to maintain the level of benefits while keeping costs stable, to ensure continuous coverage. The percentage split referenced in Exhibit 1 will be maintained.

## **ARTICLE 10. RETIREMENT**

### **A. California Teachers Retirement System (“CalSTRS”)**

1. Consistent with any legal requirements, Envision Education shall continue to make retirement contributions for eligible unit members to CalSTRS.
2. In the event of any CalSTRS reporting errors, Envision Education shall initiate corrective action with CalSTRS within twenty (20) work days of notification by the employee.

### **B. Employer-Sponsored Retirement Plan(s)**

1. Envision Education shall continue to make available an employer-sponsored 403(b) pre-tax retirement plan and may offer an additional equivalent plan(s).

## **ARTICLE 11. HOURS, DUTIES AND WORK YEAR**

### **A. Work Year**

1. Unit members shall work one hundred eighty six (186) total days, including one hundred eighty (180) instructional days and six (6) pupil free professional development days.
2. Calendars
  - a. The school administrator will seek input from Envision United representatives on the development of the annual calendar including start and end dates, testing schedules, early dismissal days, minimum days, etc. The final school calendar will be released by June 1, excepting in instances where the local school district calendars are not released, in which case Envision Education's final calendar will be released as soon as the local district calendar is finalized. All decisions regarding the final school calendar rest with the school principal and Envision Education management.
3. Bell Schedule
  - a. The school administrator will seek input from Envision United representatives on the development of the master bell schedule. The master bell schedule will be set annually and distributed by June 30. In the event that changes need to be made once the master bell schedule has been established, the school administrator will meet with Envision United representatives to seek input before the new schedule is finalized. All decisions regarding the final master bell schedule rest with the school principal and Envision Education management.

### **B. Work Day**

1. The professional workday shall include the student day, staff meetings, professional development, and time needed for preparation/collaboration.
2. Staff Meetings and Professional Development
  - a. Unit members are required to attend a maximum of three (3) hours of staff meetings and/or professional development meetings each week during the instructional year. Currently, these meetings are scheduled on early dismissal days. If Envision wishes to change the existing schedule for staff/professional development meetings, the decision will rest with the school leadership team.
  - b. Unit members may propose agenda items for staff meetings. Agendas for staff meetings, to the extent possible, will be distributed at least twenty four (24) hours in advance.
  - c. Content for professional development will be developed with input from

## ARTICLE 11. HOURS, DUTIES AND WORK YEAR

unit members and non-unit staff.

3. Events Outside of the Normal Workday
  - a. Any required events scheduled outside of the normal workday shall be limited to five (5) events per year. These five (5) events are exclusive of Student Success Team (SST), College Success / Benchmark Portfolio Presentations, Exhibitions, IEP meetings, 504 meetings, and family conferences. Every good faith effort will be made to schedule the aforementioned meetings during the workday. Unit members may choose to participate in additional events outside of the normal workday in addition to the five (5) agreed upon at the beginning of the school year.
4. Benchmark and College Success Portfolio Presentations
  - a. The Benchmark and College Success Portfolio (BP/CSP) presentations are considered professional obligations. Envision recognizes that these events are time consuming and place an extra burden on the teacher and school staff. Envision Education is committed to working with teachers and staff to modify and/or redesign the BP/CSP system in the best interest of student learning and in a way that is more doable for teachers. This includes minimizing the time spent outside of the school day. To that end, a committee will be formed to review and propose changes to the BP/CSP process. The committee representatives will be chosen no later than the second All Envision Day of the 2017-18 school year. The final decision on any changes lies with Envision Education.
5. Counselors, Psychologists, and Special Education Teachers
  - a. Except as otherwise specified in this Agreement, unit members who are employed as Counselors, School Psychologists and Special Education Teachers shall have a daily scheduled obligation of eight (8) hours per day, inclusive of a thirty (30) minute duty-free lunch period that can be taken anytime except when they have lunch duty.
6. Course Load
  - a. Unit members who are classroom teachers shall not be required to teach more than two (2) courses in one semester excluding advisory. If it is necessary for a unit member to teach more than two (2) courses in one semester, there will be a conference between the affected teacher and the Principal to develop a support plan.

### **C. Preparation Time**

1. Unit members will be given a minimum of two hundred seventy (270) minutes per week of conference/planning/preparation time. Preparation time may be modified during special schedules and College Success Portfolio weeks. Preparation time shall be teacher directed and includes pupil free time during the instructional day. Unit members shall not be required to attend professional development, staff meetings or perform supervisory or classroom teaching functions during preparation time, though up to one hundred twenty (120) minutes of this time may need to be used to meet for coaching or required meetings, except in



## ARTICLE 11. HOURS, DUTIES AND WORK YEAR

extenuating circumstances. Unit members who are not classroom teachers will schedule their preparation time in such a way that it does not overlap with other professional obligations.

### 2. Class Coverage

- a. Coverage is defined as mandated, assigned professional duties, including but not limited to covering a class for a teacher who is reported absent due to a substitute shortage, during a unit member's preparation time.
  - i. Coverage is to be assigned and authorized by administration only when there is no available qualified substitute or qualified non-unit staff member assigned to cover the duties.
  - ii. Assignment of unit members for coverage shall be on an equitable basis determined by the school's administration. Coverage will also be provided by non-unit members.
  - iii. For coverage rendered, a unit member shall be compensated at \$50.00 per hour in addition to their regular salary.

### **D. Lunch and Before/After School Supervision**

1. Each unit member shall be entitled to duty-free lunch periods of no less than thirty (30) minutes except that each unit member may be required to provide lunch duty or before/after school supervision at a maximum of one (1) time every other week. The principal will endeavor to divide up duty amongst all unit members equitably with input from the Lead Team.

## **ARTICLE 12. EMPLOYEE LEAVE**

### **A. Sick Leave**

1. Accruals
  - a. Unit members shall be entitled to ten (10) days of sick leave, awarded on the first day of required attendance, with full compensation per year. A unit member working less than full-time is entitled to pro-rated sick leave benefits.
  - b. Sick leave may not be transferred in from prior employment.
  - c. Unused sick leave shall accrue.
  - d. No more than twenty (20) sick days may be used in a year.
  - e. A unit member who is employed for less than a full school year shall have sick leave prorated.
2. Use of Sick Leave
  - a. Leave may be used for personal illness or injury, or time off to care for family or dependents due to illness or injury. Family includes parent, spouse, domestic partner, child, grandchild, brother, sister or grandparent by blood or marriage.
  - b. The need to take sick leave should be reported to a supervisor or designated employee as soon as the absence is known.
  - c. Unit members shall notify the Vice Principal or designee as soon as possible of the need to extend an absence.
  - d. If a unit member is absent more than three (3) consecutive days due to illness, Envision may request medical verification of the illness.
  - e. A unit member may not use more sick leave than has been accumulated.
3. Unused Sick Leave
  - a. Unit members shall not be compensated for unused sick leave upon separation from employment.
  - b. Any sick leave accumulated but unused, if applicable, shall be transferred to a public school employer upon separation from employment upon receipt of a signed request from the unit member.
  - c. Upon retirement, a unit member's accumulated sick leave, may be applied toward service credit in accordance with the State Teachers' Retirement System (STRS) regulations.

### **B. Personal Necessity Leave**

1. Subject to the conditions herein, full-time unit members may use up to six (6) days of sick leave for personal necessity leave. Personal days are included in (and are subsets of) the ten (10) paid sick day balance granted at the beginning of the employment year. Personal necessity leave days do not rollover from year

## ARTICLE 12. EMPLOYEE LEAVE

to year. Unused personal days accumulate as sick leave days.

2. The reason for using personal necessity leave does not require disclosure.
3. Unit members must request personal necessity leave at least two (2) business days in advance unless an emergency situation occurs. Teaching unit members shall provide lesson plans.
4. Personal days in general will not be approved for the day before or after vacations (including the day before or after a three day weekend) except in extenuating circumstances in which case the leave may be requested.
5. Approval of personal leave is subject to school needs.

### **C. Unpaid Leave of Absence**

1. Upon approval by Envision, a unit member may be granted an unpaid leave of absence. The unit member shall agree to a designated date or specific period to return to active work as part of the approval process.

### **D. Family Medical Leave Act, California Family Rights Act, California Pregnancy Disability Act and Family Leave**

1. Envision Education shall comply with the Family Medical Leave Act and the California Family Rights Act and shall maintain compliant policies with all related legal requirements.
2. Envision Education shall comply with the California Pregnancy Disability Act and shall maintain compliant policies with all related legal requirements.
3. Family Leave
  - a. Leave may be granted for the birth of a child, placement of child for adoption, or placement of a child for foster care for up to twelve (12) weeks. Family leave must be completed within twelve (12) months of the birth, adoption, or foster placement. Family leave will be governed by the regulations under leaves known as Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability leave.
  - b. Unit members will receive a supplement to their State Disability Insurance, or Paid Family Leave benefits, whichever is relevant to the employee's particular situation, that will bring their pay to 100% of their normal pay prior to taking family leave. The maximum period the supplement will be provided is six (6) weeks and will begin after the State required seven (7) day waiting period. It is the employee's responsibility to apply for wage supplements under the State programs available and to coordinate with the Human Resources and Payroll departments.
  - c. Family leave may be taken in a minimum of 2-week increments.
  - d. Employees may use all available personal necessity leave and sick leave before and after the supplementation period.
  - e. If the leave is due to disability, the unit member and their physician shall determine the date on which the unit member is capable of resuming

## ARTICLE 12. EMPLOYEE LEAVE

duties.

- f. Consistent with legal requirements, the unit member on leave shall be entitled to return to their same position held immediately before commencement of the leave.

### **E. Industrial Injury Leave (Workers' Compensation)**

1. Envision shall provide insurance coverage in accordance with state law for unit members in case of work-related injuries. Worker's compensation benefits provided to injured employees may include:
  - a. Medical care;
  - b. Cash benefits, tax-free to replace lost wages; and
  - c. Vocational rehabilitation to help qualified injured employees to return to suitable employment.
2. Unit members shall:
  - a. Report any work-related injury to the Principal within five (5) days;
  - b. Seek medical treatment and follow-up care if required;
  - c. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
  - d. Provide Envision with a certification from the unit member's health care provider regarding the need for workers' compensation disability leave as well as the unit member's eventual ability to return to work from the leave.

### **F. Military and Military Spousal Leave**

1. Envision shall comply with all applicable military service leave laws, including the Uniformed Services Employment and Re-Employment Rights Act (USERRA), and shall maintain compliant policies with all related legal requirements.

### **G. Bereavement Leave**

1. Unit members are entitled to up to five (5) days paid bereavement leave per year. If a unit member requires more than five (5) days off for bereavement leave, the member may request additional unpaid leave, or use up to five (5) sick/personal necessity days, or use up to twenty (20) days of accumulated sick and personal necessity leave days in the case of the death of an immediate family member.

### **H. Jury Duty or Witness Leave**

1. Unit members, while serving jury duty, testifying as a witness, or obtaining relief including a temporary restraining order to help ensure the health, safety or welfare of domestic violence victim or his/her child, may do so with no loss of salary for a period of five (5) days.
2. Unit members shall notify the Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt.
3. Upon return to work, employees shall submit a copy of certificate of jury service,

## ARTICLE 12. EMPLOYEE LEAVE

or similar proof of jury service.

4. Employees on “call in” status shall report to work as required; wage coverage will be provided should the employee be summoned to court. Classroom employees shall request a substitute teacher and have lesson plans in place.
5. To the extent possible, unit members will attempt to reschedule jury duty to a time when school is not in session.

### **I. Voting Time Off**

1. In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.
2. Such voting time off shall be taken at the beginning or the end of the regular working shift.
3. A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.
4. When possible, a unit member requesting time off to vote shall give the Principal or designee at least two (2) days notice.

### **J. Organization Leave**

1. Upon request of both Envision United and a unit member, an organizational leave of absence shall be granted to a unit member who is elected to office within the Envision United. Up to a maximum of fifteen (15) total days per year will be allowed Envision United for these purposes.
2. Envision United shall fully reimburse Envision for the cost of a substitute.

### **ARTICLE 13. ACADEMIC FREEDOM**

- A.** Envision values:
1. Teacher autonomy and Envision teachers' willingness to examine practices in the best interest of student success
  2. Consistency across classrooms and schools, because it enables predictability that is best for students, a lower workload for teachers, and the ability for teachers to focus on teaching practice and curricular improvements over curriculum creation.
- B.** In performing teaching functions, unit members shall have reasonable freedom, within the bounds of the law, to discuss in the classroom relevant and controversial subjects consistent with the course outline and their professional responsibilities. Additionally, Envision values innovative and creative teaching strategies. Certificated employees may choose curricular materials that they deem appropriate for the students assigned to their classes and are aligned to the outcomes of the course within the framework of curricula and courses established by Envision Education. Unit members may be required to coordinate instructional or curricular activities for network-wide, grade level, or department consistency.
- C.** When unsure of the appropriateness of certain material or a proposed method of presentation, teachers should request guidance and assistance from the administrative staff.
- D.** Envision recognizes that we do not currently have a shared curricular system; however, we endeavor to move in that direction, to achieve the benefits of consistency listed above. Envision and representatives from Envision United shall form a task force/committee to meet and design a shared curricular system. Time needed for unit members to contribute to this shared system will be provided during Professional Development, including, but not limited to, All Envision Days or would be compensated.
- E.** If Envision Education reproduces or distributes the work of unit members, unit members' work shall receive written acknowledgement on all materials for which members are the original authors.
- F.** Nothing in this Article lessens Envision Education's management rights.

#### **ARTICLE 14. TECHNOLOGY**

- A.** Unit members whose jobs require technology shall receive for their use a personal laptop computer, printer access, projector, and speakers, and shall be granted Internet access. Ownership of these items shall remain with Envision. Unit members may use school technology to support teaching, research and professional development. Unit members are expected to maintain their school issued technology in safe and locked storage both on and off campus. Unit members are not financially responsible for replacing lost, stolen or broken technology, provided that Envision can refrain from providing replacement technology in the event of repeated negligence causing damage or loss.
- B.** Envision Education will endeavor to provide computers to all students.

## **ARTICLE 15. SAFETY**

**A. Envision Education shall comply with all applicable health and safety laws.**

**B. Facilities**

Envision Education shall make every reasonable effort to provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, unit members shall not be required to work under unsafe or hazardous conditions or perform tasks which a reasonable person would consider dangerous to their health and safety. Each school site shall have access to potable water.

**C. Written Report on Unsafe Conditions**

Members shall immediately report to the Principal or designee, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. This would include any unsafe, hazardous, unhealthy, or potentially dangerous working condition. Procedures for reporting and follow-up shall be determined by Envision Education, reviewed at least annually, and distributed to unit members each year.

**D. Vehicle Use**

When unit members are required to use their personal automobile during work time, and in the case of an accident, the driver's insurance shall be primary and Envision Education's will be secondary. Members shall be compensated for mileage at the current IRS mileage rate.

**E. Immediate Report of Assault**

Members shall immediately report cases of assault or attacks suffered in connection with their employment to the Principal or immediate supervisor and have the right to contact the local law enforcement. Envision Education shall release the employee from duty without loss of pay or benefits when he/she is required to make a statement to the police or appear in court in connection to the incident. There shall be no reprisals by Envision Education to the member for making reports to law enforcement.

**F. Infectious or Contagious Disease**

Members shall report any suspected infections or contagious disease that the unit member believes endangers safety. Students suspected of having a contagious disease shall be sent to the school office. Envision Education shall follow all applicable Ed Code related to infectious or contagious disease. The unit member(s) shall be notified regarding the nature of the suspected disease and the steps taken by Envision Education deemed necessary, to protect the safety of the employee(s) and students.

**G. Dangerous Student Action**

Members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Principal or designee as soon as possible along with clear communication about the situation. Prior to returning the student to that member's class, the Principal or designee shall communicate with the teacher what action has been taken regarding the student. As soon as possible the



## ARTICLE 15. SAFETY

Principal or designee will consult with the teacher regarding the long-term plan for the student.

### **H. Reasonable Physical Control**

In accordance with applicable law, a 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.

### **I. Notification**

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

### **J. Disruptions on Campus**

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

### **K. Emergency Closures**

In the event of an emergency closure of facilities, lasting five (5) school days or less, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. In the event of an emergency closure of facilities lasting more than five (5) school days, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits if Envision Education collects ADA during this period. If make-up days are required by law, Envision Education shall negotiate said days with Envision United.

### **L. Safety Supplies**

Envision Education shall provide each classroom and major work area with OSHA certified first aid kits and emergency supplies.

### **M. Communication**

Each unit member shall be provided with a telecommunications device that shall enable the unit member to contact the main office and/or 911. Envision Education shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.

### **N. After Hours**

No member shall be required to be on school grounds after the end of the regular workday unless an administrator or designee is also present on school grounds. Members may choose to remain on school grounds after the end of the regular work day

ARTICLE 15. SAFETY

at his/her discretion.

**O. Insurance**

Envision Education shall maintain liability insurance for protection against lawsuits arising from performing required work duties.

## **ARTICLE 16. CLASS SIZE AND WORKLOAD**

### **A. General Provisions**

1. The following general provisions and definitions apply to this Article:
  - a. In interpreting and applying the class size restrictions of this Article, only “active” enrollment shall be considered.
  - b. As used in this Article, the term “unit member” or “position” refers to a full time equivalent (FTE) classroom teacher or position.
  - c. The average class size shall be determined by dividing the total number of students assigned to the teacher by the number of non-advisory classroom periods.
  - d. The following criteria shall be considered in determining non-advisory and advisory class sizes:
    - i. Individualized academic needs
    - ii. The number of rooms, size of rooms, and equipment available

### **B. Class Size and Case Size Ratios**

1. Every effort will be made to make an equitable distribution of students and workload across teachers and to limit the average class size by teacher to thirty two (32) students. The limit may be exceeded in cases where a specialized program requires it. Flex classrooms and other courses by design may have a higher number of students. For any section with one teacher and more than thirty two (32) students, the teacher will receive a \$250 stipend per section per semester, as determined by enrollment (based on CBEDS in the first semester and a 20-day enrollment count in the second semester).
2. Every effort will be made to ensure that the advisory class size does not exceed twenty five (25) students except in cases where a specialized program requires it.
3. College Advisors: Caseload of 12th grade students shall not exceed 120:1.
4. School Psychologists shall conduct no more than eighty (80) assessments per year, not including Manifestation Determinations, Functional Behavior and Mental Health Assessments.
5. The caseload for Learning Specialists shall not exceed twenty five (25). Envision will endeavor to have Learning Specialists support no more than two (2) grade levels and a reasonable number of teachers, based on factors that affect student learning and outcomes. If a Learning Specialist feels the need for more support, the Special Education Director and the Learning Specialist will initiate dialogue about remediation and support.

### **C. Equalization of Class and Caseload Sizes**

1. Envision Education shall make an effort to equalize class size and caseload

## ARTICLE 16. CLASS SIZE AND WORKLOAD

within grade levels/departments.

2. If the maximum student/teacher ratio is exceeded there will be a conference between the affected teacher and the Principal. Through this dialogue, options will be discussed to remediate the issue, e.g., lower class sizes in other sections, classroom support, limited adjunct supervisory duties, additional curricular support materials, and other ideas that may come into the discussion. The Chief Schools Officer will monitor class sizes and when class sizes go above the average maximum, they will initiate dialogue with the Principal about remediation and support.
3. When, in the judgment of the teacher, one or more of the students in the class is in need of additional academic and behavior support, that teacher is encouraged to reach out to their Principal to discuss support for the teacher.
4. Upon request, reasons for unequal class size and class preparations shall be provided in writing to Envision United as well as efforts being taken, if any, to remedy the situation.

## **ARTICLE 17. EMPLOYMENT STATUS**

### **A. Introductory Period: First Three Years**

1. During the initial first three years of service (“Introductory Period”), bargaining unit members shall be employed at-will. They may be released from employment at any time without a statement of reasons.
2. Notice of renewal or nonrenewal of employment for the introductory period shall be provided no later than April 1.
3. Unit members who have completed their Introductory Period will be advanced to Envision Established Staff status.
4. The provision in A.2 does not change the employee’s at-will status.

### **B. Envision Established Staff Members**

1. After the completion of the Introductory Period, unit members shall be designated as Envision Established Staff Members (EESM). EESMs have an expectation of continued employment, subject to the provisions of Article 18 (Discipline and Discharge).
2. If Envision Education believes that an EESM has performance deficiencies, Envision Education will develop a Growth Plan. Envision Education will provide to the member support and coaching to rectify deficiencies. If Envision Education concludes that an EESM working under a Growth Plan should be terminated, Envision Education will provide thirty (30) days notice before date of termination.
3. In the event that Envision Education concludes that an EESM shall be subject to serious discipline (suspension or termination), the review/appeal provisions in Article 18 (Discipline and Discharge) shall apply.
4. The commitment to process in this section B does not prevent Envision Education from immediately terminating an EESM for serious misconduct, subject to the appeal provisions of Article 18 (Discipline and Discharge).

## **ARTICLE 18. DISCIPLINE AND DISCHARGE**

### **A. Right of Representation**

1. When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by an Envision United representative.
2. Envision will give twenty-four (24) hours notice of such meetings except in circumstances requiring immediate action. Except in such circumstances, if an Envision United representative is not available, Envision Education will allow an extension of up to two (2) days.

### **B. Discipline and Discharge for EESM Members**

1. No EESM shall be disciplined, dismissed, or reduced in rank or compensation arbitrarily.
2. Performance - Commitment to Growth Plans
  - a. If Envision Education believes that an EESM has performance deficiencies, Envision Education will develop a Growth Plan. Envision Education will provide to the member support and coaching to rectify deficiencies. If Envision Education concludes that an EESM working under a Growth Plan should be terminated, Envision Education will provide thirty (30) days notice before date of termination.
  - b. In the event that Envision Education concludes that an EESM shall be subject to serious discipline (suspension or termination), the review/appeal provisions below shall apply.
  - c. The commitment to process in this section B does not prevent Envision Education from immediately terminating an EESM for serious misconduct, subject to the appeal provisions of this article.
3. Misconduct
  - a. Discipline is intended to correct employee misconduct. As such, disciplinary action other than termination shall include specific recommendations or directions to correct the misconduct.
  - b. The disciplinary action to be taken in the event of an employee's misconduct depends on a variety of factors including the type, severity, and repetitive nature of misconduct. Repeated misconduct is typically addressed progressively, and may follow the steps of written warning; written reprimand; suspension with pay; suspension without pay; and dismissal. First-time minor infractions are typically addressed through counseling or verbal warning. For repeated or more severe forms of misconduct, Envision Education may apply the progressively serious steps specified in subsection B.3.b, but is not required to follow each step in disciplining employees. Each decision is fact-specific and employee-

## ARTICLE 18. DISCIPLINE AND DISCHARGE

specific, not formulaic. Envision Education's decision regarding the penalty for misconduct will be influenced by its judgment about the severity, frequency, and nature of the misconduct, and its impact on the teaching environment, students, parents and fellow employees.

- c. In the event of allegations of potentially serious misconduct, Envision Education may place an employee on administrative leave with or without pay.

### **C. Notice and Opportunity to Respond for EESM Members**

1. In the event that Envision Education intends to suspend without pay or terminate an Envision Established Staff Member (EESM), Envision Education shall provide to the employee a written notice containing the following:
  - a. The type and effective date of disciplinary action intended;
  - b. The reasons for the proposed discipline;
  - c. A factual summary of the basis for the charges;
  - d. A copy of all written charges, materials, reports, and/or documents upon which the discipline is based, with the exception of confidential investigation material which, if not disclosed, shall be summarized with adequate sufficiency to enable the employee to meaningfully respond;
2. Envision Education will provide the EESM the opportunity to meet with the Chief Schools Officer/designee to respond to the notice. The EESM will have a right to be represented by Envision United in the meeting. The Chief Schools Officer/designee shall respond in writing - affirming, modifying or reversing the decision.
3. This section does not apply to lesser forms of discipline, including reprimands, letters of concerns, etc.
4. This section does not apply in the event that Envision Education determines to suspend a unit member with pay during the course of an investigation.

### **D. Post-Disciplinary Appeal Provisions for EESM Members**

1. An EESM who believes that he or she has been suspended or terminated for arbitrary reasons, or without the procedures in this Article having been followed, may appeal Envision Education's action by filing an appeal with Human Resources within five (5) business days after receipt of the Final Notice.
2. The EESM may choose to be represented by Envision United or another representative and has a right to present witnesses and evidence in support of her/his appeal.
3. A panel consisting of three (3) people (a unit member chosen by Envision United, a person designated by Envision Education, and a neutral party agreeable to both parties) will hear the appeal. After hearing the appeal, the panel will issue a majority recommendation to the CEO, who shall review the panel's

## ARTICLE 18. DISCIPLINE AND DISCHARGE

recommendation and issue a decision in writing.

4. The decision of the CEO will be final.

### **E. Confidentiality**

1. When imposing discipline, the Envision Education shall maintain confidentiality consistent with legal requirements.
2. When giving reprimands, warnings, or criticism, privacy shall be maintained.

### **F. Access to Official Personnel File**

1. When Envision Education receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, or violation of any school policy, the employee will be given an opportunity to respond. Envision Education will investigate the allegations if Envision Education determines that an investigation is appropriate. Envision Education will also, when appropriate, seek to facilitate a resolution between the complainant and the employee.
2. When information is to be placed in a unit member's personnel file, the member shall be given notice and an opportunity to review the information and attach a written rebuttal. Any such material shall be dated and signed by the author.
3. Unit members shall have access to their personnel file as promptly as feasible, provided that the request is made for a time when the unit member is not required to render service.
4. Employees will be given copies of any conference memos, written warnings, written reprimands, and any material placed in their personnel file.



## **ARTICLE 19. EVALUATION AND DEVELOPMENT**

### **A. Purpose**

1. The primary purpose of evaluation is the improvement of the professional practices of all unit members and thereby the improvement of the quality of education for all students at Envision. The school principal and Envision Education's management shall decide annually which unit members will receive evaluations and observations, upon implementation of an evaluation system pursuant to section E.
  - a. Evaluation System: Envision United and Envision Education recognize the evaluation process as a framework for on-going opportunities for professional growth and development to improve both teaching and learning. The evaluation process shall provide for instructional growth at every point in the educator's career, give increased help and supervision to struggling educators and ensure ample opportunities for leadership development. Further, the process will provide relevant and constructive feedback, including opportunities for peer involvement for advisory and support purposes, and integration with professional development and the necessary resources for unit members to improve their practice and enhance student learning.

### **B. Evaluator**

1. The unit member's Principal or designee shall be responsible for evaluating or observing the unit member. The designated evaluator shall not concurrently serve as the Coach for the member.
2. A unit member may not evaluate another unit member.

### **C. Support for Growth Areas**

1. If growth areas are noted in an observation or evaluation, the evaluator shall develop a plan with the unit member to assist the unit member in developing the areas identified. The evaluator will:
  - a. Provide a written document that includes explanation of the growth area and suggested corrections. Improvement goals shall be identified along with clearly indicated expectations and evidence of achievement.
  - b. Provide resources to assist with improvement which may include but is not limited to the following: support from director/grade level lead, support and coaching, professional development, observation of demonstration lessons and peer classrooms, administrator determined and accompanied visitations to other classes, or other techniques to support improvement.
  - c. Provide a clear timeline for making improvement.
  - d. Meet regularly with the unit member to provide feedback and review progress towards the goals identified on the timeline and make

## ARTICLE 19. EVALUATION AND DEVELOPMENT

adjustments as needed.

### **D. Professional Evidence**

1. A unit member may collect evidence that will demonstrate effective work in the classroom, the school and the community. For example, the evidence might include a sample of the curriculum unit, a video of a successful lesson, a survey created to assess parents' reactions to home-school communications, or work generated as part of a team.
2. Evidence could also include: observation reports of formal and informal observations, sample lesson plans, self-evaluation based on Performance Standards, and evidence of contributing to school academic growth. Additionally, items may be included such as lead unit member/coaching, peer observations, and other indicators or professional accomplishments, etc.

### **E. Evaluation Task Force**

1. Envision Education and representatives from Envision United shall form a task force to meet and design the evaluation system including but not limited to tools, evaluation criteria, and process.
2. The task force shall be composed of four (4) Envision United members (chosen by Envision United Officers), and no more than four (4) Envision Education representatives (chosen by Envision Education). Every effort shall be made to choose one (1) Envision United member each from Impact High School, Impact Middle School, Envision Academy, City Arts and Tech, and the Special Education Department. Envision United and Envision Education representatives will be chosen no later than the second All Envision Day of the 2017-18 school year.
3. At the conclusion of the work of the task force, the parties shall convene reopener negotiations for potential modification of this Article.

## **ARTICLE 20. ASSIGNMENTS AND VACANCIES**

### **A. Definitions**

1. An “Assignment” is the initial placement of a unit member in a department or content area for which s/he holds an appropriate credential.
2. A “Re-assignment” is the change of the initial placement of a unit member from one (1) department or content area to another department or content area after the initial placement has been announced to the unit member.
3. A “Transfer” is a move from one (1) campus to another. A transfer may involve a change in grade or content area as long as the move involves changing worksite. A transfer would not include a reconfiguration whereby one (1) or more grade levels are moved from one facility to another.
4. A “Vacancy” is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

### **B. Assignments**

1. On or before April 1 of each year, the principal shall provide each site lead team with a preliminary list of classes for the following year.
2. Envision Education shall circulate a Preferences Form to collect assignment preferences and transfer requests for the next year from unit members. This form shall be circulated February 15 – March 1. The preferences forms will be used to identify unit members wishing a new assignment or to transfer to another school site. A unit member who fails to return the form by March 15 may not have their preferences considered.
3. On or before April 15 each site lead team shall meet with the principal to recommend initial assignments for the following year taking into consideration the Preferences for Next Year forms. The final decision on assignment lies with the principal.
4. Following the posting of open positions and the initial hiring of new certificated personnel, the initial assignments may be reviewed. The lead team will consult with the Principal with the goal of reaching a mutual agreement on the final assignments for the following year. The final decision lies with the school principal.
5. In determining assignments, the needs of the education program and students, including but not limited to potential for disruption to the educational program or

## ARTICLE 20. ASSIGNMENTS AND VACANCIES

continuity of instruction, will be considered first followed by the following criteria:

- a. Certification and/or major and minor subject areas
- b. Teacher performance and qualifications
- c. Prior teaching experience
- d. Length of service at Envision Schools

If the Principal determines there are no substantial distinguishing differences between unit members, length of service at the site shall be the determining factor.

6. Unit members shall be notified of their final assignments for the next school year on or before June 1. This timeline may be modified if extenuating circumstances exist that prevent the issuing of assignments. In such a situation, Envision Education will meet with the site Envision United representative to discuss.
7. Assignments shall not be changed except as specified in Section C and D of this Article.

### **C. Voluntary Transfers and Reassignments**

1. Mid-year transfers are discouraged due to disruption to student learning and the school site. They will be considered on a case-by-case basis.
2. A unit member interested in a change in assignment may notify the Human Resources department in writing at any time during the school year and at the end of the year via the Preference Form.
3. A unit member who has indicated an interest in being considered for a transfer will be notified when such postings are made to fill vacancies.
4. Envision Education shall follow the procedures in Section E of this Article when a member requests a transfer to a different school site.
5. If a request for a transfer or reassignment is denied, the member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. The unit member may request that an Envision United representative be present during this meeting. Following the meeting the unit member shall, upon request, receive written reason(s) for the denial.

### **D. Involuntary Reassignments and Transfers**

1. Envision Education may make involuntary transfers or reassignments of a unit member or members reasons related to changes to enrollment, unexpected vacancies or programmatic changes as follows:
  - a. Envision Education shall determine positions needed by department and/or content area.
  - b. Envision Education shall meet with the affected unit member(s) and designated Envision United members to discuss the needed changes and

## ARTICLE 20. ASSIGNMENTS AND VACANCIES

collaborate on solutions.

- c. Envision Education will try to fill the positions needed by first seeking volunteers by department and/or content area and needed credential.
2. In determining involuntary transfers or reassignments, the needs of the school's education program and students including, but not limited to, potential for disruption to the educational program or continuity of instruction will be applied.

### **E. Vacancies**

1. For purposes of this section a vacancy exists whenever a new position is added or a position is vacated through resignation or termination that creates an opening in the following year.
2. The Preferences Forms will be used to identify unit members wishing a new assignment or to transfer to another school site. If the member's request is for new assignment at their existing school site, the protocol outlined in Section B above will be followed.
3. If the unit member's request is to transfer to a different school site, the following will apply:
  - a. Upon knowledge of a vacant position, Envision Education shall advertise the position to those members indicating interest in being considered for a new assignment at a different school site on the Preferences Forms or in writing via email as they become available.
  - b. All vacant positions shall be posted to the Envision Education website.
4. Vacancies shall be filled as follows:
  - a. Unit member applicants will be given the opportunity to interview for vacancies for which they apply before an external candidate is offered the position.
  - b. The unit member must make arrangements to interview within five (5) business days of being notified of the open position.
  - c. If the unit member is offered a position, the unit member will have five business (5) days to respond.
  - d. The criteria listed in Section B.5 shall be considered. The final decision to offer a position rests with the school Principal.

## **ARTICLE 21. REDUCTION IN FORCE**

### **A. Scope**

1. Layoffs may occur due to programmatic needs, declining or insufficient enrollment or reduction in funds. Prior to considering any layoff of unit members, Envision Education shall meet with Envision United to discuss the impact of the layoff. Any decisions about layoffs will be based first and foremost on what is best for Envision students and the integrity of the academic program.

### **B. Notice**

1. Envision Education does not anticipate a layoff situation during the course of school year. However, in that event, an employee covered by this agreement who is laid off during the school year will be given thirty (30) days notice and receive one (1) month's severance pay, and be added to the rehire list in accordance with section E.
2. Initial notice of layoff for reduction in force occurring at the end of a school year shall be provided by Envision Education no later than April 1. Final determination of renewal due to layoffs shall be made by June 1.

### **C. Procedure**

1. If layoffs take place, the following procedure shall be followed:
  - a. The Administration determines the particular kinds of service in which the layoff will occur.
  - b. Layoffs will be carried out on a school-by-school basis, and as such, any member laid off at one school will not "bump" teachers at other schools.
  - c. Before issuing a layoff notice to any member, volunteers holding the same credential and teaching the same subject area being reduced shall be sought first. Potential volunteers must be notified that they have no return right (other than the Rehire List in Section E below).
  - d. A unit member laid off at one school site may either chose to be placed on the school's Rehire List (see Section E below) or request to transfer to another school site for which there is an opening and for which they hold the appropriate credential, subject to the Principal's decision.

### **D. Order of Layoff**

1. In the event Envision Education determines to lay off unit members, the following criteria shall be considered: credentialing, expertise, length of service with Envision Education, relevant experience, and documented performance, including annual evaluations once the performance evaluation system has been implemented. In the event that management determines all aspects are equal, length of service with Envision Education will prevail.
2. For purposes of this Article, a unit member's length of service is based on the date on which he or she began paid introductory service with Envision Education. For any unit member with a break in service, the most recent date of regular

## ARTICLE 21. REDUCTION IN FORCE

employment is the length of service date. For the purpose of this Article, a break in service is defined as an unpaid leave of absence of more than twelve (12) months or a separation of employment.

### **E. Rehire List**

1. For one (1) year from the date of layoff, unit members will remain on a rehire list and will be given first consideration for placement at their school site. Rehire will be carried out on a school-by-school basis. In the event that the number of available positions is less than the number of unit members from a given school site, the criteria in Section D.1 above shall apply. The final decision regarding rehire is with Envision Education.
2. The offer for reemployment is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have five (5) business days from the date of the notice to respond to the offer.
3. Unit members who decline an offer of reemployment will be removed from the Rehire List and will have to reapply for consideration of future employment.
4. Within one (1) year of the layoff date, no prospective employee will be offered a position until every qualified unit member on the rehire list has had an opportunity to attain a position in accordance with this section.
5. When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

### **F. Grievance Procedure**

1. Envision Education's decision to conduct a layoff and its determination of who to lay off are not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement.
2. In the event that Envision Education makes an error with respect to the procedures and criteria noted in Sections B and C herein, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

## **ARTICLE 22. SEVERABILITY AND SAVINGS**

- A.** If any provision of this Agreement is held invalid by operation of law or by a court of competent jurisdiction or the Public Employment Relations Board, all other provisions shall not be affected thereby and shall continue in full force and effect. If either party seeks negotiations over a replacement provision, the parties shall initiate negotiations within fifteen (15) days in an effort to correct the invalidity.



### **ARTICLE 23. DURATION**

- A.** This Collective Bargaining Agreement (CBA) shall take effect on July 1, 2017, after ratification by the Envision United bargaining unit and adoption by the Board of Directors, and shall expire at 11:59 p.m. on June 30, 2020.
- B.** Assuming prompt ratification and adoption hereof, the compensation, health benefits and organizational security/dues provisions herein shall be implemented on August 1, 2017.

**SIGNATURE PAGE**

On June 2, 2017, the parties in mediation reached a Tentative Agreement containing the terms set forth herein. On June 9, 2017 and June 12, 2017, members of the Envision United, CTA/NEA bargaining unit ratified the Agreement. At a public meeting conducted on June 28, 2017, the Board of Directors of Envision Education adopted the Agreement.

FOR ENVISION EDUCATION:

FOR ENVISION UNITED, CTA/NEA:

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# EXHIBITS

**EXHIBITS**

**EXHIBIT 1  
HEALTH AND WELFARE BENEFITS: EMPLOYER MONTHLY CONTRIBUTIONS**

Tier	Kaiser HMO Option	Alternate HMO	PPO Option	Dental Option	Vision Option
Employee Only	90%	80%	80%	75%	55%
Employee + Spouse	75%	65%	65%	75%	55%
Employee + Children (2 or more)	75%	65%	65%	75%	55%
Employee + Family (3 or more)	75%	65%	65%	75%	55%

**EXHIBITS**

**EXHIBIT 2  
SALARY SCHEDULES  
Teacher Salary Schedule**

<b>Years of Service</b>	<b>BA + credential</b>	<b>Step percent increase</b>	<b>MA + credential</b>
			Increase over BA: 10%
1	\$48,525		\$53,378
2	\$49,496	2.0%	\$54,446
3	\$51,476	4.0%	\$56,623
4	\$52,505	2.0%	\$57,756
5	\$54,606	4.0%	\$60,066
6	\$55,698	2.0%	\$61,267
7	\$56,812	2.0%	\$62,493
8	\$59,084	4.0%	\$64,992
9	\$60,266	2.0%	\$66,292
10	\$61,471	2.0%	\$67,618
11	\$62,700	2.0%	\$68,970
12	\$63,954	2.0%	\$70,350
13	\$65,234	2.0%	\$71,757
14	\$66,538	2.0%	\$73,192
15	\$67,869	2.0%	\$74,656
16	\$69,226	2.0%	\$76,149
17	\$70,611	2.0%	\$77,672
18	\$72,023	2.0%	\$79,225
19	\$73,464	2.0%	\$80,810
20	\$74,933	2.0%	\$82,426

**EXHIBITS**

**School Psychologist Salary Schedule\***

<b>Years of Service</b>	<b>Base</b>	<b>Step percent increase</b>
1	\$67,500	
2	\$68,850	2.0%
3	\$71,604	4.0%
4	\$73,036	2.0%
5	\$75,958	4.0%
6	\$77,477	2.0%
7	\$79,026	2.0%
8	\$82,187	4.0%
9	\$83,831	2.0%
10	\$85,508	2.0%
11	\$87,218	2.0%
12	\$88,962	2.0%
13	\$90,741	2.0%
14	\$92,556	2.0%
15	\$94,407	2.0%
16	\$96,295	2.0%
17	\$98,221	2.0%
18	\$100,186	2.0%
19	\$102,190	2.0%
20	\$104,233	2.0%

\* School Psychologists will not receive the Special Education Salary Supplement.

**EXHIBITS**

**College Advisor / Counselor Salary Schedule**

<b>Years of Service</b>	<b>BA</b>	<b>Step percent increase</b>	<b>MA</b>
			Increase over BA: 10%
1	\$48,525		\$53,378
2	\$49,496	2.0%	\$54,446
3	\$51,476	4.0%	\$56,623
4	\$52,505	2.0%	\$57,756
5	\$54,606	4.0%	\$60,066
6	\$55,698	2.0%	\$61,267
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18	\$72,023	2.0%	\$79,225
19	\$73,464	2.0%	\$80,810
20	\$74,933	2.0%	\$82,426

## EXHIBITS

### Salary Supplements (For Teachers And Learning Specialists Only\*)

After 2 years of teaching at Envision	\$1,000
After 3 years of teaching at Envision	\$1,000
After 4 years of teaching at Envision	\$1,000
After 5 years of teaching at Envision	\$2,000
After 6 years of teaching at Envision	\$2,000
After 7 years of teaching at Envision	\$2,000
After 8 years of teaching at Envision	\$2,000
After 9+ years of teaching at Envision	\$3,000

\* Salary supplements will be added annually to the base salary.



## EXHIBITS

### Other Salary Supplements (For All Unit Members)\*

City Arts and Tech	\$2,000
Math, Science, Spanish	\$2,500
Special Education	\$2,500
Second Subject Credential	\$500
PhD	\$2,000
Board Certification	\$5,000
Lead Learning Specialist	\$3,000

\* Salary supplements will be added annually to the base salary.

### Stipends (For All Unit Members)

Instructional Lead Team*	\$2,250
Family Lead Team*	\$2,250
Lead College Advisor*	\$2,250
Instructional/BTSA coach*	\$2,500
School Psychologist Intern coach*	\$2,500
ES Leadership and Summer PD	\$175/day

\* These roles may be subject to change based on programmatic needs.

**EXHIBITS**

**EXHIBIT 3  
LIST OF ARBITRATORS**