



COLLECTIVE BARGAINING AGREEMENT BETWEEN

**ENVISION EDUCATION
AND
ENVISION UNITED CTA/NEA
JULY 1, 2023 - JUNE 30, 2026**



A school or organization has an antiracist learning culture when student learning and experience drives all decision making, adults are strategically learning and collaborating across differences to identify and interrupt racial oppression within themselves and every policy of the school - to ensure everyone thrives!

– Daneen Keaton

PREFACE

This collective Bargaining Agreement (CBA) was collaboratively developed by Envision Education and Envision United over the course of a values driven and collaborative 3 month sprint in the winter of March 2023. During this time, we centered Envision's core values of team, high expectations, equity, learning and persistence, while also developing our bargaining values of: Collectivism, Learning, Collaboration, Curiosity, Open Mindedness, Understanding, Problem Solving, Energy, and Transparency.

Over the last three years, since our second CBA was developed, Envision has been on a collective journey to become **an anti-racist and pro-Black organization**. In that time we transitioned back into our physical school buildings during the COVID-19 pandemic. We recognize that even with a strong CBA, we need to continue to work together to center the most marginalized and support teacher needs in service of our students, families, and our mission.

Some examples of such changes are:

- The development of a competitive compensation package which will:
 - Bring qualified, mission-aligned, top talent to our students and communities.
 - Prioritize retention through honoring our staff for their commitment to Envision and the profession.
 - Center the experiences of historically marginalized and underserved groups – specifically diverse learners.
 - Continue the financial and operational health and sustainability for our network of schools.
- Building systems that improve on the trust and transparency within Envision as it relates to collaboration and communication between unit members, lead teams, administrators, support staff, and support office leaders.
- Increasing preparation time
- Increasing planning time
- Codify an evaluation system task force and ELL Support Plan task force

We recognize that we need to continue building trust as we reimagine our systems, especially as the world rapidly changes, and work in partnership to continue to center student learning by ensuring educators have a productive and sustainable work environment.

The bargaining team is proud of the work we did in service of the Envision community. It is our hope that this third CBA will provide a source of guidance and collaboration as we journey forward.

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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 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. 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). Claimed non-compliance with the procedures specified in Articles 17 and 19 is subject to this Grievance Procedure. 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.
3. Either party may ask for an extension of time in the process below. All extensions shall be confirmed in writing. Absent an agreed-upon extension of time, the timelines in this article shall apply. If Envision Education does not timely respond, the matter shall progress to the next step.

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. The grievance form (Exhibit 4) shall be utilized starting at this step.
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) 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 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 dissent 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. If the Board Subcommittee has rejected a decision of the panel three or more times prior to the expiration of this Collective Bargaining Agreement, Envision United may reopen this Article to seek binding arbitration. In that event, Envision Education may also propose changes in this Article.

K. 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](#). When a unit member reaches the top of the salary schedule, their salary will no longer increase by steps.
- 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, at Envision or in an equivalent role in another organization, to advance a step. The determination of equivalency shall be in the sole discretion of Envision Education.
- 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. Initial placement on the salary schedule shall not exceed Step 15.
- F. Unit members will be placed on the salary schedule based on years and verified degrees. 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](#).
- G. Unit members must submit proof to HR of a verified degree or certification completed and conferred by August 1 to receive the corresponding compensation in that year's salary. Salaries will not be changed mid-year.
- H. The salary schedule shall be increased as reflected in [Exhibit 2](#).

- 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 **2023-2024** school year, or upon adoption of the Collective Bargaining Agreement by the Board of Directors (who will hold a meeting to vote on ratification no later than two weeks from EU ratification), whichever is later.

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 is reflected in [Exhibit 1](#).

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 the relevant Exhibit 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).

C. The CalSTRS Reduced Workload Program (also known as the Willie Brown Act)

1. If Envision Education decides to offer the Reduced Workload Program to qualifying members, including EU members, it will outline and communicate member eligibility and application process aligned to regulations pursuant to Education Code section 44922 or 87483.

ARTICLE 11. HOURS, DUTIES AND WORK YEAR

A. Work Year

1. Unit members shall work one hundred ninety (190) total days, including one hundred eighty (180) instructional days, eight (8) pupil free professional development days and two (2) pupil free staff planning days.
 - a. The eight (8) pupil free professional development days include staff retreats. No more than three (3) professional development days shall be network-wide.
 - b. The two pupil free staff planning days shall be scheduled one in each semester and shall be individual Unit Member directed. Unit Members shall work on site on grading, lesson planning, collaborating with colleagues, curriculum development, case management, etc. All individual and team planning activities will be aligned to the school site PD plan, as determined by the school site lead team. Unit members shall not be required to attend professional development, staff meetings, or perform supervisory or classroom teaching functions during these staff planning days.

2. Calendars

The school site lead team shall meet at each school site for the purposes of developing a proposed calendar each year, based on the EE network-wide calendar, that meets the needs of students and Unit Members, for submission to EE by April 15.

- a. Lead teams shall distribute the final calendar by June 1. In the event that changes to the calendar need to be made once the master bell schedule has been established, the site lead team shall reconvene to come to consensus regarding any recommended changes. A school administrator will make every effort to reconvene the site lead team to discuss changes in the calendar before any changes are implemented. All decisions regarding the final calendar rest with the school principal and Envision Education management.

3. Bell Schedule

The school site lead team shall meet at each school site for the purposes of developing a bell schedule each year that meets the needs of students and Unit Members.

- a. The master bell schedule will be set annually by the school site lead team and distributed by May 15.
- b. In the event that changes need to be made once the master bell schedule has been established, the site lead team shall reconvene to come to consensus regarding any recommended changes. A school administrator will make every effort to reconvene the site lead team to discuss changes in the master bell schedule prior to finalizing the schedule. If the school administrator cannot reconvene the lead team they shall contact the EU president for a meeting. 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 professional development meetings each week during the instructional year, as outlined by the school site PD calendar. The PD calendar aims to uphold a balance of 30% staff business meeting to 70% staff development and collaboration. In cases of extreme need, such as accreditation review or other mandated compliance requirements, the school administration may extend the staff business section. On weeks where full day professional development (within the school year from the first day of school to the last day of school) occurs, 90 minutes shall be teacher directed by the individual teachers. 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 site lead team in consultation with school administration.

 - b. Unit members may propose agenda items for all PD Wednesday meetings. Agendas for such meetings, to the extent possible, will be distributed at least twenty four (24) hours in advance.

 - c. PD on meeting the needs of diverse learners shall be incorporated into staff required PD, for no less than four (4) hours annually, and required for all staff as mandated by Envision Education; PD around legal requirements of general education teachers, instruction on differentiation and best practices, instruction related to disability type and academic and social emotional impact.

 - d. Content for professional development will be developed with input from 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 will continue to work with site based lead teams to ensure that our Portfolio Defense System is sustainable.

5. Counselors and Psychologists

- a. Counselors and Psychologists shall receive a minimum of 300 minutes of preparation time weekly in order to best serve our students by tailoring treatment plans, gathering and interpreting data, writing reports, and doing research. All decisions regarding scheduling rest with the school principal and Envision Education management.

6. Course Load

- a. Unit members who are classroom teachers shall not be required to teach or supervise more than two (2) courses in one semester excluding advisory.
- b. The school site lead team, in collaboration with the site administrator, shall determine how the site shall hold structured intervention time at the site, with the final decision determined by the principal.
- c. Learning Specialists may, as part of their job, create and teach an additional class related to career, vocational, or independent living. Learning specialists shall not simultaneously be required to serve as resource specialists and to teach regular (non special education) classes, except in the case of an additional class as referenced above or in effort to make a part-time position full-time without additional stipends.
- d. If there is no Learning Specialist at a site, the school administrator, in consultation with the school site lead team, shall develop a plan of action to remedy the situation and put it into action within the first two weeks of the absence of the specialist.

7. Preparation Time

- a. Unit members will be given a minimum of three hundred (300) 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 directed by the unit member (unit members can choose how to spend

their time to meet their job responsibilities) 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. In extenuating circumstances, including but not limited to a unit member being on a growth plan, more than 120 minutes of time may need to be used for required meetings. 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. All schedules are approved by the principal.

- b. Unit Members assigned to teach more than one core class (math, science, ELA, History, AP) shall be given a minimum of an additional two hundred (200) minutes per week of preparation time per additional course above one (1).
- c. Learning Specialists shall be given a minimum of an additional two hundred (200) minutes per week of preparation time.
- d. If it is necessary for a unit member to teach more than two (2) core content courses in one semester, there will be a conference between the affected teacher and the Principal to develop a mutually agreed upon support plan which could include additional planning days.
 - i. Planning Days: Teachers who teach two core content (math, science, ELA, History, AP) courses who cannot have 500 minutes of prep total will be given one planning day per quarter for a total of 4.
 - ii. For each planning day teachers will collaborate with site administrators or instructional coaches to develop specific deliverables for the day.
- e. Teachers shall be given 4-5 hours of time to grade the Interim Assessments in teams during Professional Development time. If grading is not completed during the allotted PD time, unit members will finish grading as part of their responsibility.

8. 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 \$75 per hour in addition to their regular salary.

C. 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.
 - a. In cases where lunch duty results in a lack of a break for the teacher for more than 3 hours, an administrator or designee shall cover the first or last 10 minutes of the teacher's lunch duty.

D. Translation Services

1. Any unit member who wishes to translate shall be compensated at the rate of \$75 per hour. Members shall not be required to translate at special events or outside of regular work hours.
 - a. If EU members who frequently provide translation services request additional training for specific language skills (i.e., to help translate IEP meetings, FAFSA/Cash for College, enrollment, etc.), EE shall provide PD opportunities.

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.
- f. See employee handbook for Leave Sharing/Donation Policy.

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 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 always be approved unless more than two (2) teachers are already scheduled to be out, or more than one (1) teacher in that grade level, or in the case of WASC visits, charter authorizer visits, Back-to-School Night, Exhibitions and Defenses. If other critical school-specific needs arise that necessitate all staff to be on campus, those dates will be communicated to the staff by the start of the new semester.
5. 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 request may be submitted to HR. HR will keep the details of the leave request confidential and make a determination.
6. If unit members disagree with the Principal's decision about denying leave, they may submit the request to HR for determination. HR may always request verification of sick days if it is taken on the same day as personal leave was denied.
7. Subject to Principal approval, unit members may take up to 2 days for external professional development without leave deduction, with a substitute provided by Envision Education. Additional days for professional development may be approved by the Principal, but otherwise Personal Necessity Leave must be used for this purpose.

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 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 a family member or close friend.

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, 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.** Aligned to our mission and our anti-racist and pro-Black stance, Envision values:
1. Every Envision student—regardless of their race, ethnicity, or any other part of their identity—having a common quality learning experience while they are at our schools. This includes, but is not limited to, access to grade-level curricula, data-driven research-based practices, strong instruction, deep engagement, and teachers with high expectations, every day, in every class;
 2. Teacher autonomy within the common quality learning experience described above and Envision teachers' willingness to examine practices in the best interest of student success;
 3. Consistency and collaboration across classrooms and schools because inconsistency leads to the predictable racialized outcomes we see today and because consistency 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. Envision is moving toward having common curriculum for all core courses. For core academic courses (ELA, History, Science, Math), Envision will provide curricular materials as soon as possible, but no later than December 18, 2020. Certificated employees may choose curricular materials that they deem appropriate for the students assigned to their classes and that are aligned to the outcomes of the course within the framework of curricula and courses established by Envision Education and the State of California. Envision Education reserves the right to require approval of all curricular materials used. In regards to providing services and structures to students with IEPs, the IEP team makes the recommendation and the ultimate decision lies with the Director of Special Education or designee and the Principal or designee to determine how it is implemented.
- 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 common curriculum; however, we endeavor to move in that direction, to ensure we are anti-racist and to achieve the benefits of consistency listed above. When Envision Education determines it will move towards a common curriculum in a given subject area, a Common Curriculum Committee "C³" will form to provide consultation, research possible curricula and make recommendations for what to adopt network-wide. The C³ may consist of any number of EU members and non-EU members, and the work of the C³ will proceed regardless of the number of members. The C³ shall meet no less than 3 times. The C³ will present its recommendations to the Education Leadership Team (CAO, Principals, and Education Directors) and all affected unit members no later than May 1 for approval. Unit members shall have a 5 working day period to provide feedback. The final decision on curriculum lies with Envision Education.

- E.** For classroom curriculum needs beyond the classroom budget, requests of \$500 or below shall be made to the school Principal or designee, requests above \$500 shall be made to the Chief Academic Officer of Envision Education for consideration and approval. Such requests can be made, discussed, and decided upon via email with complete documentation of the process.
- F.** Time needed for unit members to be trained on this common curriculum will be provided during professional development prior to the academic year starting and/or during the school year with a substitute provided, and will be compensated and voluntary, if meetings are held outside the regular work day.
- G.** 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.
- H.** 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

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 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. As used in this Article, the term “unit member” or “position” refers to a full time equivalent (FTE) classroom teacher or position.
- b. 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
 - iii. Every effort shall be made to equitably distribute students with IEPs between classes.
 - iv. In the event that a class has more than 20% special education students, the Principal, designee or Director of Special Education will work with the Learning Specialist(s) and teacher(s) affected to collaboratively problem-solve. The EU president or designee shall be added to the problem solving team (Administrator, Learning Specialist(s), and teacher(s) affected)
 - v. Academic support either direct (eg: push-in/pull-out) or indirect (eg: teacher meetings, data meetings, grade level PD time) shall be provided in all courses where there are students with IEPs.

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 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 stipend per student over 32 per section, as follows: \$150 for up to 33 students, \$300 for up to 34 students, \$450 for up to 35 students, \$600 for up to 36 students etc. as determined by average actual daily enrollment calculated at the end of the semester based on PowerSchool data.

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 sixty five (65) assessments per year, not including Manifestation Determinations, Functional Behavior and Mental Health Assessments, except that in extenuating circumstances (eg: a merger or one time event) more than 65 assessments may need to be completed.
5. The ERHMS caseload for a School Counselor shall not exceed 18 students. Should it exceed 18 students who require indirect or direct ERHMS services, school leadership will collaborate with a counselor to ensure ERHMS services are met.
6. The caseload for Learning Specialists shall not exceed twenty-five (25).
7. Learning Specialists will be required to support no more than 6 distinct curriculums
8. A meeting shall be held annually at each school site with the site administration, special education staff and program specialists for the purposes of ensuring that a continuum of program options is available to meet the needs of individuals with exceptional needs for special education and related services.

C. Equalization of Class and Caseload Sizes

1. Envision Education shall make an effort to equalize class size and caseload within grade levels/departments.
2. 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.
3. 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.

D. Addition of Students

1. If there is a need to move more than 3 kids in or out of a class after the first 10 school days of each semester, the teacher shall be given 2 work days' notice except in extreme circumstances.

2. If a student who requires second language support is assigned or moved into a class, the principal or designee shall meet with the teacher within 2 work days to provide second language support except in extreme circumstances.

E. English Language Learner Support

1. Envision Education will draft a plan to support English Learners for 2023-2024 and will convene a committee no later than one week after ratification of this agreement comprised of at least 3 EU representative(s) chosen by EU and other affected staff to review and give input on the plan prior to its implementation.

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-

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 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. When appropriate, Envision Education will share the feedback with the employee as soon as possible.
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. The employee has the right to submit to HR a letter indicating their growth on previous disciplinary actions on their record, to be added to 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 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 review, revise and build upon the pilot evaluation system from 2019-20.
2. The task force shall be composed of three (3) Envision United members (chosen by Envision United Officers) and no more than three (3) Envision Education representatives (chosen by Envision Education). The work of the task force will proceed even if either side is unable to produce the number of task force members listed above. The task force will conclude its work by June 2023. The task force will make decisions by consensus on the evaluation system.
3. The evaluation system shall be piloted during the 2023-2024 school year, or longer if mutually agreed upon in writing by both parties, by volunteers at each school site. At least one volunteer chosen at each school site shall be chosen by EU. The volunteers shall have the right to determine whether they would like to keep or destroy their piloted evaluation at the end of the 23-24 school year.

ARTICLE 20. ASSIGNMENTS AND VACANCIES

A. Definitions

1. An "Assignment" is the initial placement of a unit member in a department or content area or course for which s/he holds an appropriate credential. "Assignments" also include special assignments.
2. A "Re-assignment" is the change of the initial placement of a unit member from one (1) department or content area or course to another department or content area or course 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.
5. A "Special Assignment" is an additional responsibility outside of classroom teaching assignments but within the student instructional day (such as, but not limited to administrative or student support).

B. Assignments

1. On or before April 1 of each year, the principal shall provide each site lead team with a preliminary list of assignments for the following year.
2. Envision Education recognizes the rights of unit members to have the necessary time to make their employment decisions, and also recognizes that the hiring timeline needs to align with those of neighboring districts and schools in order to effectively fill all vacancies with highly qualified staff, EE feels that this will reduce the workload for EU members associated with multiple late-term vacancies and support new and returning staff members' success at Envision Education. With this in mind, 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 January 1 - February 15 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 February 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 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 affected teacher and site Envision United representative to discuss.
7. To give Envision Education reasonable time to do effective master scheduling to balance course loads and class sizes, and given enrollment timelines, unit members may not be notified of their actual daily class and prep schedule until August 1.
8. 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. Envision Education shall follow the procedures in Section E of this Article when a member requests a transfer to a different school site.
4. 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 **for** 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 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, provided that the ultimate determination regarding involuntary reassignments and transfers shall be based on Envision Education's determination of program needs.
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.
 3. Involuntary Reassignments and Transfers shall not be made for the purposes of teacher support.

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 a new assignment at their existing school site, the protocol outlined in Section B above will be followed.
3. Vacancies shall be filled as follows:
 - a. All vacant positions shall be posted to the Envision Education website.
 - b. EE shall send an email to all unit members alerting them of any vacancies prior to posting the vacancy online.
 - c. Unit member applicants will be given the opportunity to interview for vacancies for which they apply before an external candidate is offered the position.
 - d. The unit member must make arrangements to interview within five (5) business days of being notified of the open position.
 - e. If the unit member is offered a position, the unit member will have five business (5) days to respond.
 - f. 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

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, 2023, 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, 2026.
- B.** Assuming prompt ratification and adoption hereof, the compensation provision herein shall be implemented on August 1, 2023.

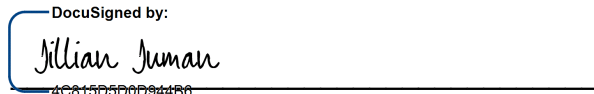
SIGNATURE PAGE

On March 3, 2023, the parties reached a Tentative Agreement containing the terms set forth herein. On March 16, 2023, members of the Envision United, CTA/NEA bargaining unit ratified the Agreement. On April 6, 2023, the Board of Directors of Envision Education adopted the Agreement.

FOR ENVISION EDUCATION:

Jillian Juman

Name

DocuSigned by:

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Signed

Chief Executive Officer

Role

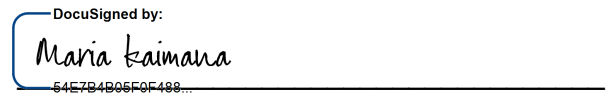
5/1/2023

Date

FOR ENVISION UNITED, CTA/NEA:

Maria Kaimana

Name

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Signed

Union President

Role

5/1/2023

Date

EXHIBIT 1: Health and Welfare Benefits

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%

EXHIBIT 2: Salary Schedules

Year of Service	Teacher & Learning Specialist (BA)	Counselor (MA + PPS)	School Psychologist
1	\$61,200	\$64,700	\$75,200
2	\$63,200	\$66,700	\$77,345
3	\$65,200	\$68,700	\$79,554
4	\$67,200	\$70,700	\$82,589
5	\$69,200	\$72,700	\$84,166
6	\$70,200	\$73,700	\$85,776
7	\$71,200	\$74,700	\$87,417
8	\$72,200	\$75,700	\$89,343
9	\$73,200	\$76,700	\$91,055
10	\$74,200	\$77,700	\$92,803
11	\$75,200	\$78,700	\$94,585
12	\$76,200	\$79,700	\$96,402
13	\$77,200	\$80,700	\$98,256
14	\$78,200	\$81,700	\$100,148
15	\$79,200	\$82,700	\$102,076
16	\$80,200	\$83,700	\$104,044
17	\$81,200	\$84,700	\$106,051
18	\$82,200	\$85,700	\$108,098
19	\$83,200	\$86,700	\$110,186
20	\$84,200	\$87,700	\$112,316
21	\$85,200	\$88,700	\$114,488
22	\$86,200	\$89,700	\$116,704
23	\$87,200	\$90,700	\$118,964
24	\$88,200	\$91,700	\$121,269
25	\$89,200	\$92,700	\$123,620
26	\$90,200	\$93,700	\$123,620
27	\$91,200	\$94,700	\$123,620
28	\$92,200	\$95,700	\$123,620
29	\$93,200	\$96,700	\$123,620
30	\$94,200	\$97,700	\$123,620
31	\$95,200	\$98,700	\$123,620

* MA supplement \$3500

* Step 15 is the highest step a new EU member may enter

Retention Supplements (For All Unit Members)*

Beginning Year at Envision	Supplement Type	Amount
3	2-year retention	\$2,000
4	3-year retention	\$2,000
5	4-year retention	\$2,000
6	5-year retention	\$3,000
7	6-year retention	\$3,000
8	7-year retention	\$3,000
9	8-year retention	\$3,000
10 - 31	9+-year retention	\$4,000

**Supplements will be added annually to the base salary.

Other Salary Supplements (For All Unit Members)**

City Arts & Leadership Academy	\$5,000
Learning Specialist	\$5,000
Second Subject Credential if teaching more than 1 subject (current recipients grandfathered in)	\$500
Masters	\$3,500
Doctorate (in relevant subject matter)	\$2,000
Board Certification	\$5,000
Lead Learning Specialist	\$10,000
School Psychologist	\$5,000

**Supplements will be added annually to the base salary.

Stipends (For All Unit Members)

Instructional Lead Team***	\$5,000
Grade Level Lead Team***	\$5,000
Lead College Counselor***	\$5,000
Induction/BTSA coach***	\$5,000
School Psychologist Intern coach***	\$2,500
ES Leadership and Summer PD	\$250/day

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

EXHIBIT 3: Grievance Form



Envision Education/Envision United Grievance Report Form

Name	Title
School	Supervisor

Date & Time of Incident	Other Parties involved in Incident
Detailed Description of Incident	
Specific Section of Collective Bargaining Agreement (CBA) Alleged Violated	
Interpretation of CBA (Why is this a grievance? What was the alleged violation?)	

Previous Steps Taken to Remedy	Reasons those steps were insufficient
What remedy is being proposed?	

Signature of Grievant & Date	Signature of Union Rep & Date

This form is to be used for Level 2 complaints only. Please reference the Grievance Article of the Collective Bargaining Agreement for clarity.

EXHIBIT 4: List of Arbitrators