## COLLECTIVE BARGAINING AGREEMENT BETWEEN

# SAN DIEGO EDUCATION ASSOCIATION AND

### IFTIN CHARTER SCHOOL

July 1, 2021 – June 30, 2024

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This agreement, made and entered into effective the 1st day of July, 2021, by and between Iftin Charter School Inc. as the "Employer" or "Iftin", and San Diego Education Association as the "Association" "SDEA" or "Union" contains all of the following articles and provisions.

For:
Iftin Charter School Inc.
Phinal
Faisal Ali (Apr 7, 2022 15:49 PDT)
Faisal Ali, Board President
Pagge Coatt
Roger Scott (May 17, 2022 17:25 PDT)
Nogel Scott (May 11, 2022 11.23 FD1)
Roger Scott, Legal Counsel
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184 eras
Maslah Yussuf, CEO
Wiasian Tussui, CEO
Ali A Hami
Ali A Hori Ali A Hori (May 16, 2022 13:51 PDT)
Ali Hori, Principal
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Abdi Mohamud, Operations Manager
permitted in the second straining of
Yolande Charles
Yolande Charles (May 16, 2022 14:48 PDT)
Yolande Charles, Instructional Leader

For:
San Diego Education Association

Jonathon Mello
Jonathon Mello
Jonathon Mello, Organizer

Holly Franco, Teacher

Allegra Raiger
Allegra Raiger, Teacher

Allegra Raiger, Teacher

Ratified by the Iftin Board Date: August 27, 2021

#### **ARTICLE 1: RECOGNITION**

Iftin recognizes SDEA as the sole and exclusive representation of all certificated staff (including but not limited to teacher, physical education teacher, special education teacher, and long-term substitute teacher) excluding all supervisory, managerial and confidential employees of Iftin.

#### **ARTICLE 2: NEGOTIATION PROCEDURE**

#### **2.1** Initial Proposals

No later than the scheduled Iftin Board Meeting in April of the calendar year in which this Agreement expires, SDEA and Iftin shall exchange initial proposals for a successor agreement.

#### 2.2 Good Faith Negotiation

The parties shall meet and negotiate in good faith on negotiable items on reopeners or a successor agreement beginning no later than May 30 of the calendar year in which this Agreement expires. Any agreement reached between the parties shall be reduced to writing and signed by them.

#### 2.3 <u>Distribution of Ratified Agreement</u>

Within forty-five (45) days of ratification of the Agreement by both parties herein, the Iftin Board shall have sufficient copies, prepared and delivered to the Union for distribution to each unit member in the school.

#### 2.4 New Bargaining Unit Members

SDEA shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

#### 2.5 Individual Contracts

Any individual contract executed between the Iftin Board and a unit member shall be subject to and consistent with terms and conditions of this Agreement. And, to the extent permitted by law, this Agreement shall supersede rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

#### **ARTICLE 3: ASSOCIATION RIGHTS**

#### 3.1 Communication

Consistent with legal requirements, such as school sign-in procedures, the Union shall have the right to use unit member mailboxes for communications related to Union activities. Such communication shall not interfere with the instructional programs of Iftin or the unit member's assigned duties.

#### 3.2 Bulletin Board

The Union shall have the right to post notices of activities and matters of Union concern on the SDEA bulletin board located in the teachers' lounge or another mutually agreed-to location.

#### 3.3 Use of School Equipment and Facilities

Consistent with legal requirements and subject to priority use by the School, the Union shall have the right to use school equipment and facilities during non-work time solely for Union purposes, provided that:

- 3.3.1 A facility request form is filed with the School at least ten (10) days in advance of the requested use of the site;
- 3.3.2 No other use of the facilities has been previously scheduled;
- 3.3.3 Any additional custodial services which are required as a result of the Union's use of a building or room shall be paid for by the Union;
- 3.3.4 The Union shall supply any materials used in connection with such equipment and facilities.

#### 3.4 Association Leave

The Union representative(s) shall each receive up to a total of two (2) days leave, during each school year, to attend meetings and/or conferences sponsored by the Union away from school premises. The Union shall pay for the cost of a substitute. The leave shall not interfere with the instructional program.

#### ARTICLE 4: ORGANIZATIONAL SECURITY

#### 4.1 Dues Deduction

- 4.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to SDEA. Iftin shall deduct other voluntary payments as authorized by unit member and the Association. Union 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 the Union to Iftin Charter School, shall be increased or decreased without resolicitation and authorization from unit members.
- 4.1.2 Any unit member who is a member of the Association, or who applies for membership, may sign and deliver to Iftin Charter School an assignment authorizing deduction of unified membership dues and such other mutually-agreed payroll deductions as may be offered by the Association. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, Iftin Charter School shall deduct one-tenth (1/10) of such dues from the pay warrant of the unit member each month for ten (10) months.
- 4.1.3 Union shall promptly notify Iftin Charter School of any unit member's revocation or change in the unit member's dues deduction authorization and shall indemnify Iftin Charter School for any unauthorized deductions occurring as a result of Union's failure to provide notice under this section.

#### 4.2 Payment of Monies

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

#### 4.3 Hold Harmless

The Association agrees to indemnify, defend and save harmless Iftin Charter School, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to

circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between Iftin Charter School and the Association involving the interpretation or implementation of these provisions. The Association shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, the Association shall be required to inform and consult with Iftin Charter School.

#### 4.4 Miscellaneous

- 4.4.1 Iftin Charter School shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or the Association.
- 4.4.2 The Association agrees to furnish any information needed by Iftin Charter School to fulfill the provisions of this Article. The Association further agrees to provide Iftin Charter School with a timely copy of all reports legally required of the Association dealing with agency fees.

#### 4.5 Revocation of Membership

Members of the Association may act at any time to revoke their membership by providing written notice of withdrawal to SDEA.

#### 4.6 Non-Interference

Iftin Charter School and the Association further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Association.

#### ARTICLE 5: MANAGEMENT RIGHTS

#### **5.1** Limitations of Powers, Rights and Authority

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

#### 5.2 Authority to Direct Manage and Control

It is understood and agreed that, except to the extent otherwise provided in this Agreement, Iftin retains all of its powers and authority to direct, manage, and control to the full extent of the law.

#### **5.3** Emergency Rights

Iftin retains its right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, for a period not to exceed ninety (90) days unless mutually determined by Iftin and the Association. An emergency is defined as an act of God or other unforeseen occurrence, such as a mid-year reduction or non-payment of state funds, that cannot be addressed through exercising any other provision of this Agreement, and that would imperil the continued operation of the affected school. If Iftin determines that an emergency exists and it modifies or suspends any portion of this Agreement, it shall meet with the Association within ten (10) days to bargain the impacts and effects that the declared emergency has on this Agreement. Such negotiations shall include but not be limited to the duration and nature of the modification.

#### **5.4** Right of Consultation

Nothing in this Article shall be interpreted to preclude the Association from exercising its right of consultation pursuant to the consultation provision of Government Code section 3543.2.

#### 5.5 Arbitration

Should a dispute arise regarding this Article, the parties agree that no later than ten (10) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association.

#### ARTICLE 6: DISCIPLINE AND DISMISSAL

#### 6.1 Discipline

Unit members who have successfully completed the initial 90 day evaluation period will be subject to the discipline and dismissal process as set forth in this Article. Unit members who have not successfully completed the initial 90 day evaluation period are not entitled to a designated discipline process, but instead may be disciplined, suspended and/or terminated at Iftin's discretion.

#### 6.2 <u>Discipline Process</u>

- 6.2.1 The steps set forth below will be followed with respect to unit members who have successfully completed the initial 90 day evaluation period and whose performance or conduct warrants action by the Principal, Director or administrative designee. SDEA bargaining unit members shall not be disciplined by other SDEA bargaining unit members, unless the other unit member has been designated by Iftin to perform in an administrative capacity during a one-month or greater absence by the site's regular administrator(s).
  - 6.2.1.1 Verbal warning (Oral only, not provided in writing.) Verbal warnings are not subject to the grievance procedure.
  - 6.2.1.2 Two written warnings (Maintained in unit member's personnel file)
  - 6.2.1.3 Should subsequent grounds for discipline occur, the Principal, Director or administrative designee shall have the discretion to determine whether to issue additional written warning(s) or to impose more severe discipline up to and including termination pursuant to this Article.
- 6.2.2 In cases of egregious conduct, Iftin may skip any or all of the steps set forth in Article 6.2.1 and move directly to suspension or termination.
- 6.2.3 In issuing a verbal warning or a written warning, the Principal, Director or designee shall take the following action:
  - 6.2.3.1 The Principal, Director or designee shall meet with the unit member to discuss the matter; and

- 6.2.3.2 The Principal, Director or designee shall inform the unit member of the nature of the problem and shall make an effort to discover, in a fair and objective manner, whether the problem, in fact, exists; and
- 6.2.3.3 The Principal, Director or designee shall inform the unit member of the action necessary to correct the problem, and the consequences if it is not corrected; and
- 6.2.3.4 The Principal, Director or designee shall apply rules and penalties evenly and without discrimination, taking into account the degree of the infraction and the employee's previous record of discipline with Iftin; and,
- 6.2.3.5 The Principal, Director or designee shall warn the unit member that another incident may result in more severe disciplinary action up to and including termination; and
- 6.2.3.6 If appropriate, the Principal, Director or designee shall furnish the unit member with a copy of the written document which is to be placed into the personnel file.

#### <u>6.3</u> <u>Unpaid Suspensions of Up to Ten Days</u>

- 6.3.1 Except in cases of egregious conduct by a unit member, before a unit member is placed on unpaid suspension of up to ten days, the unit member shall have been apprised of the nature of the problem by each of the following methods: one verbal warning and two written warnings.
- 6.3.2 In issuing a suspension of up to ten days, the Principal, Director or administrative designee shall follow the steps in Section 6.2.3, and shall additionally prepare a written report documenting the incidents that led to the discipline and the nature of the discipline issued. The Principal, Director or designee shall furnish the unit member with a copy of the written document which is to be placed into the personnel file.

#### 6.4 Process for Dismissal/Unpaid Suspension of More Than Ten Days

6.4.1 At-will unit members may be suspended without pay for more than ten (10) days or terminated after the discipline process set forth in Article 6.2.1 is followed subject to the provision of Article 6.2.2.

- 6.4.2 For-Cause unit members may be suspended without pay for more than ten (10) days or terminated pursuant to the following process:
  - 6.4.2.1 The suspension or dismissal shall be initiated in writing by the Principal, the Director or designee by providing Notice of Recommended Discipline/Dismissal ("Recommendation") and serving such Recommendation upon the unit member in person or by certified mail.
  - 6.4.2.2 The Recommendation shall contain a statement, in ordinary language, of the factual, documented basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally and in writing, within ten (10) working days prior to the proposed discipline being imposed, unless both Iftin and the unit member agree to an extended deadline.
  - 6.4.2.3 Following the expiration of this period and/or upon receiving the unit member's response, whichever happens sooner, the Principal, director of the school or their designee may provide Notice of Discipline/Dismissal to be served upon the unit member in person or by certified mail.
  - 6.4.2.4 If the unit member wishes to appeal the imposition of disciplinary/dismissal action to Iftin's Governing Board of Directors, the appeal must be filed with the office of the Principal within ten (10) workdays from the time the notice is served on the unit member. The appeal must be in writing and delivered to the office of the Principal. The unit member shall be entitled to appear personally before the Governing Board to present any evidence or testimony to contest the Notice of Discipline. The appeal to the Governing Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel or a union representative at such appearance, the unit member shall bear the cost therein involved. The unit member shall be provided a written decision setting forth the decision of the Governing Board within five (5) workdays.

6.4.2.5 The unit member may appeal any adverse action authorized by Iftin's Governing Board to binding arbitration as described in Article 19 — Grievance Procedure of the Collective Bargaining Agreement.

#### 6.5 Grounds for Cause Release/Dismissal

- 6.5.1 The following independently or collectively are causes for discipline or termination. This list shall be furnished to unit members on an annual basis.
  - a. Unsatisfactory teaching performance;
  - b. Falsifying of employment records, employment information, or other School records;
  - c. Theft or deliberate or careless damage or destruction of any school property, or the property of any unit member or student;
  - d. Unauthorized use of school equipment, materials, or facilities;
  - e. Possession of any firearms or any other dangerous weapons on school premises at any time;
  - f. Possession of any intoxicant on school grounds or at school events, including alcohol or controlled substances (unless such substances are supported by a valid prescription.);
  - g. Possession of marijuana on school grounds or at school events, regardless of whether the unit member has a prescription; Being under the influence of any intoxicant while on school grounds or at a school function, including alcohol, marijuana, or any other controlled substance that impairs the unit member's ability to perform his or her job;
  - h. Possession of any pornography or sexually explicit material on school grounds or at school events;
  - i. Absence without leave for more than two (2) days or abandonment of position without notice or good cause;
  - j. Violating any safety, health, security or school policy, rule, or procedure or engaging in any conduct which risks injury to unit member or others;
  - k. Failure to comply with obligations and responsibilities imposed by Article 21;
  - l. Committing of or involvement in any act of unlawful harassment of another individual:
  - m. Abusive or unprofessional conduct toward a student, parent or other Iftin employee;

- n Insubordination;
- o. Committing any act that threatens the safety of a minor;
- p. Sexual conduct towards a minor;
- q. Using profanity toward or in the presence of a student;
- r. Excessive tardies or unexcused absences;
- s. Failure to maintain appropriate credential(s) required for the position;
- t. Any grounds identified in California Education Code Sections 44932 (a), 44836 or 44837:
- u. Being charged with an optional or mandatory leave of absence offense as defined by California Education Code section 44940.

#### **ARTICLE 7: EMPLOYMENT STATUS**

#### 7.1 At-Will Period

During the first four (4) school years of employment with Iftin, bargaining unit members shall be employed/serve in an at-will status according to the following terms:

- 7.1.1 Each new unit member shall be required to serve a 90 work day evaluation period. The purpose of the evaluation period is to establish that the unit member can successfully perform the duties and responsibilities of the position. During this evaluation period, the Principal or his/her designee will meet with the unit member at least one time about his or her progress. In the event of egregious conduct, the unit member's employment may be terminated at any time during this evaluation period regardless whether the Principal or his/her designee has met with the unit member.
- 7.1.2 After successful completion of the 90 work day evaluation period, for the first four (4) school years, At Will unit members may be nonreelected/released for the following school year at Iftin's discretion. Unit members nonreelected/released for the following school year pursuant to this provision will be notified of the nonreelection/release by May 30. Unit members nonreelected/released for the following school year at the end of their third or fourth At Will year shall be paid a one month's severance upon signing a release form.
- 7.1.3 After successful completion of the 90 work day evaluation period, for the first four (4) school years, At Will unit members may be released from employment without cause, during the school year if Iftin has either followed the discipline process for at-will unit members set forth in Article 6.2 or upon payment of one month's severance pay, at Iftin's discretion.

Iftin shall be entitled to utilize temporary employees for leave replacement, or to utilize day-to-day substitute teachers/long-term substitute teachers employed to work in the absence of a contracted unit member, without granting such employee at-will or for-cause rights.

If a bargaining unit member, including a long-term substitute, is in contract paid status for seventy-five percent (75%) or more of the number of days in the work year, then that year shall count toward one year of at-will service if

such person is hired to fill a vacancy in a regular position the succeeding school year

#### **7.2** For Cause Period

Except in the event of lay-off, all unit members employed by Iftin for more than four (4) consecutive school years are considered For Cause unit members and may be terminated only for good cause pursuant to the provisions of Article 6.3.2.

#### **ARTICLE 8: REDUCTION IN FORCE (LAYOFF)**

#### 8.1 Layoff of Bargaining Unit Members for Following Academic Year

- 8.1.1 Layoffs may occur at the end of the year for the ensuing academic year for the following reasons:
  - 8.1.1.1 Iftin has determined that attendance at the Iftin School engaging in the reduction in force will decline in the following year based upon enrollment projections or demographic projections;
  - 8.1.1.2 Whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year;
  - 8.1.1.3 Whenever the authorizing agency or amendment of state law requires the modification or alteration of curriculum;
  - 8.1.1.4 Whenever the charter for the Iftin School engaging in the reduction in force is revoked or terminates;
  - 8.1.1.5 When the governing Board of Iftin votes to close the Iftin School engaging in the reduction in force.
- 8.1.2 Unit members to be laid off pursuant to Section 8.1.1 shall be given written Reduction in Force (layoff) notice no later than May 30. The notice shall be deemed complete when the unit member is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with Iftin. If providing via certified mail, the date the letter was sent shall be used as the date to determine whether written notice was timely provided.

#### 8.2 Layoff of Unit Members for Current Academic Year

- 8.2.1 Layoff of unit members may occur in the current academic year for the following reasons:
  - 8.2.1.1 The average daily attendance for the Iftin school engaging in the reduction in force declined more than one class size from one Principal's Apportionment Period to the next, school wide or for a particular grades;

- 8.2.1.2 Whenever the charter for the Iftin school engaging in the reduction in force is revoked or terminates;
- 8.2.1.3 When the governing Board of Iftin votes to close the Iftin school engaging in the reduction in force;
- 8.2.1.4 Within forty-five (45) days after the enactment of the Budget Act and/or August 15 of the fiscal year to which that Budget Act applies, whichever is later, if Iftin determines that its total revenue limit per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least 2 percent above the total revenue limit per unit of average daily attendance for the preceding school year and if, in the opinion of Iftin, it is therefore necessary to decrease the number of unit members:
- 8.2.1.5 Within forty-five (45) days after the implementation of any reduction in Iftin's revenue limit per unit of average daily attendance.
- 8.2.2 In the event Iftin determines it is necessary to lay off any unit members pursuant to this Provision, Iftin will provide written Reduction in Force (layoff) notices to unit members no later than forty-five days in advance of an impending layoff by either delivering the notice by hand or by sending it via certified mail. The notice shall be deemed complete when the unit member is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with Iftin. If providing via certified mail, the date the letter was sent shall be used as the date to determine whether written notice was timely provided.

#### 8.3 Order of Layoff

- 8.3.1 Prior to issuing a notice of layoff, Iftin will determine the particular kind of service to be reduced (e.g. elementary, science, etc.). Iftin shall apply the provisions of Section 8.3.2 to all bargaining unit members credentialed and qualified to work in the particular kind of service in order to determine which unit member(s) shall be laid off.
- 8.3.2 The order of unit members selected for layoff within the particular kind of service to be reduced shall be determined by a formula used to identify a "layoff priority score" for each bargaining unit member. This formula shall be applied as follows:

- 8.3.2.1 Seniority shall be attributed a weight equal to fifty percent (50%) of the unit member's layoff priority score. Seniority shall be defined as beginning from the last effective date of employment in a position within the bargaining unit, shall be attributed a weight equal to fifty percent (50%) of the unit member's layoff priority score.
- 8.3.2.2 Iftin shall, at its sole discretion, determine the criteria for the remaining fifty percent (50%) of unit members' layoff priority score. Within two (2) workdays of the announcement of a layoff, Iftin shall notify the Association of these criteria.
- 8.3.3 Notwithstanding Sections 8.3.1 and 8.3.2, Iftin may deviate from the order of termination factors set forth above for the following reasons:
  - 8.3.3.1 Iftin demonstrates a specific need for personnel with a credential allowing more than one subject to be taught, to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the certificated unit member has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess.
  - 8.3.3.2 As required by Iftin's authorizing district or as required by law.

#### **8.4** Contesting Order of Layoff

- 8.4.1 Iftin shall provide the Union with the order of layoff identifying the unit members to be laid off and a statement reflecting the priority scores of all unit members considered for layoff at the same time Iftin provides notice of the layoff to the unit members. Affected unit members may request a copy of the order of layoff from the Union. A unit member may contest his or her layoff priority score by providing written documentation to the Principal, Director or designee within five (5) working days after the Reduction In Force notice is delivered to the unit member.
- 8.4.2 If Iftin revises the unit member's layoff priority score as a result of the documentation provided by the unit member in Article 8.4.1, Iftin shall notify the unit member within five (5) working days. If the revision results in the layoff of another unit member in lieu of the unit member who challenged his or her layoff priority score, that other unit member shall be given forty-five

(45) days' notice of the impending layoff. Failure by Iftin to notify the unit member within five (5) working days of a revision in the unit member's layoff priority score shall be deemed to be a denial of the unit member's contest.

#### 8.5 Rehire

- 8.5.1 A unit member whose employment has been terminated pursuant to Article 8 shall have the preferred right of reappointment for a period of eighteen (18) months after said termination if Iftin decides to hire an additional employee to render a service which the unit member is certificated and competent to render, with no requirements that were not imposed upon employees who were not so terminated.
- 8.5.2 Unit members who are eligible for preferred reappointment pursuant to Section 8.5.1 shall be offered re-employment in reverse order of the unit members' order of layoff.
- 8.5.3 Notwithstanding Article 8.5.2, Iftin may deviate from rehiring a unit member in the order set forth above if (1) Iftin demonstrates a need for personnel with specific language skills, particular qualifications or experience, a credential allowing more than one (1) subject to be taught, to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the certificated permanent unit member has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess; or (2) as required by Iftin's authorizing district or as required by law.
- As to any unit member who is rehired pursuant to Article 8.5, the period of the unit member's absence from Iftin shall be treated as a leave of absence and shall not be considered as a break in service. The unit member will retain the order of employment he or she had when his/her services were terminated, but the period of the unit member's absence shall not count as a part of his/her service for purposes of retirement.

#### ARTICLE 9: HOURS OF EMPLOYMENT

#### 9.1 Standard Work Year

- 9.1.1 Bargaining unit members will work one hundred eighty-six (186) days, to include one hundred eighty (180) days of instruction and six (6) pupil free days divided between teacher preparation (3) and staff development (3) days.
- 9.1.2 Bargaining unit members agree to attend a maximum of seven (7) additional school-wide events per school year, lasting no more than three (3) hours each, occurring outside the regular work day. These school-wide events will be scheduled by the site Calendar Committee in accordance with Section 9.2.7.

#### 9.2 Standard Work Day

- 9.2.1 Iftin recognizes the principle of an eight (8) hour workday, and a forty (40) hour workweek for persons employed on a full-time basis during the school year. Full-time classroom teachers and certificated non-classroom staff (such as counselors, librarians, and nurses) are required to remain on site for a minimum of seven (7) hours per workday, exclusive of a thirty (30) minute duty-free lunch period.
- 9.2.2 The standard work day shall begin fifteen (15) minutes prior to the first bell and shall end thirty (30) minutes after the final bell of a regular schedule. The balance of the forty (40) hour workweek shall include classroom preparation time, membership on at least one committee, a reasonable number of meetings (including those outlined in Section 9.2.3), conferences, site planning, evaluation and instructional activities, open houses, and staff development activities as determined by the Principal.
- 9.2.3 Certificated staff will be required to attend meetings as part of the standard work day as follows:
  - **Grades K-8**: Two Fridays per month from 1:30-3:30 p.m. for Professional Development; one Friday per month from 1:30-3:30 p.m. for individual preparation time; and one Friday per month from 1:30-3:30 p.m. for vertical team meetings.

**Additional Meetings**: The Principal may call up to two (2) additional meetings per month to be no more than thirty (30) minutes in duration each to occur either immediately before or immediately after the required on-site day.

- 9.2.4 Each full-time teacher will be a given a minimum of three hours and forty minutes per week devoted to planning time. This time will be used for team meetings, analysis of data with the staff, mentoring, or other joint activities promoting student achievement. A minimum of one hour per week on average will be reserved for individual planning and preparation time. If this time is spent off campus, the teacher may be required to sign out. Part-time teachers will not be eligible for individual planning time.
- 9.2.5 For full-time bargaining unit members, there will be a duty free lunch period that is equivalent to that of the students but not less than 30 minutes. Unit members who work five hours per day or less are not guaranteed a 30 minute lunch period.
- 9.2.6 In accordance with California Government Code, Chapter 8, Section 3100, "all public employees are declared disaster service workers subject to disaster service activities as may be assigned to them by their superiors or by law." In accordance with these provisions, all members are considered "disaster service workers" during emergencies and must remain on site to carry out assigned responsibilities.
- 9.2.7 The Principal, in collaboration with the Calendar Committee and subject to the approval of the Board, shall establish the school start/end times, early release days, and schedule Staff Development and Teacher Preparation days, school-wide events, and holiday calendar, on an annual basis.
  - 9.2.7.1 Iftin shall have a Calendar Committee comprised of the Principal and at least three teachers selected by their peers. There shall be at least one teacher member from each vertical team. The Calendar Committee shall convene no later than March to begin creating a schedule for the following school year. The Calendar Committee shall work to ensure that student and staff attendance days are not scheduled on common religious holidays.

9.2.7.2 Iftin observes the following nine holidays:

Independence Day
Labor Day
Veterans' Day
Thanksgiving (One week)
Winter Break (Two weeks)
Martin Luther King Day
Presidents' Day
Spring Break (One week)
Memorial Day

#### 9.3 Workload

Insofar as it is possible, during the time school is in session each day, the duties of unit members shall be directly related to their classroom assignments. Activities conducted beyond the school day, which are directly related to a unit member's subject area or general school activities involving faculty participation in support of the educational program, are considered a part of the standard teaching assignment. Such activities include parent-teacher conferences, faculty meetings, department or committee meetings, club and class advisorships, Open Houses, Back to School Night, graduation, tutoring, and a rotating division of recess supervisions.

- 9.3.1 A full-time unit member shall be required to engage in direct instruction or supervision of students no more than thirty-five (35) hours per week except by mutual consent of Iftin and the unit member involved.
- 9.3.2 Any unit member teaching for an additional block of time will be reimbursed a pro rata amount for this extra assignment according to his/her placement on the salary schedule. For example, if a member teaches an extra six hours per week, s/he will be reimbursed an additional twenty percent (20%) of his/her base salary [6/30=0.20].

#### 9.4 Temporary Reduction in Assignment

9.4.1 A certificated reduction in assignment that is voluntary for the unit member, must be approved by their supervisor, and cannot be valid beyond the school year in which the reduction initially takes place. If the unit member wishes to continue the reduction beyond one (1) school year, a new Temporary Reduction Request will be required.

- 9.4.2 Unit member pay will be reduced commensurate with the reduced assignment and service credit with STRS will be affected.
- 9.4.3 To qualify for medical benefits, unit members must work at least two-thirds (2/3) of a standard work schedule.

#### 9.5 Substitute Duties

During a preparation period for classroom teachers and at any time during the school day for non-classroom based unit members, the Principal or his/her designee, may assign a unit member to substitute for another unit member when there is an unanticipated absence or emergency that compromises the safety of students. This temporary assignment shall not exceed two (2) unpaid and four (4) pro rata paid substitute assignments per school year for a unit member with a full-time contract; or one (1) unpaid and two (2) pro rata paid substitute assignment per school year for a unit member with a less than full time contract. Such assignments shall be made as impartially as possible among unit members.

#### 9.6 Teaching Assignments

- 9.6.1 The Principal retains the right to assign teachers to specific academic subjects and grade levels based upon the needs of the school and student enrollment. Teachers will be notified of their preliminary teaching assignment no later than the last teacher workday of the preceding school year. Insofar as is practicable, teachers will be notified of their finalized teaching assignment at least thirty (30) days prior to the first teacher workday of a new school year.
- 9.6.2 When making assignments, the Principal or his designee shall make every effort to limit teacher assignments to no more than three (3) grade levels per teacher for Iftin Charter School, excluding individualized instruction. Realizing the need to limit the number of teacher preparations as much as possible, any assignment with more than three (3) preparations will be discussed with the affected unit member, SDEA representative, and the department chairperson or Principal.
- 9.6.3 Mid-year changes in teaching assignments are discouraged and will be made only if in the best interests of the students or required for safety reasons.
- 9.6.4 All parties shall strive for mutual agreement before any deviation in assignment is made. If mutual agreement cannot be reached, the Principal or

their designee shall present, in writing, the rationale to the unit member and the Union for making the assignment.

#### **ARTICLE 10: WAGES**

#### **10.1** Salary Rates

The salary schedule for unit members effective July 1, 2021 is attached to this Agreement as Appendix A.

10.1.1 Effective July 1, 2021, the salary rates shall be increased by three percent (3%).

In the event that Iftin's student enrollment meets or exceeds 400 during the 2021-2022 school year the salary increase shall adjust to three and one-half percent (3.5%) retroactive to July 1, 2021.

- 10.1.2 Effective July 1, 2022, the salary rates shall be increased by one and one-half percent (1.5%).
- 10.1.3 Effective July 1, 2023, the salary rates shall be increased by one percent (1%).
- 10.1.4 Unit members can elect to be paid over a 12-month period.

#### 10.2 Step Advancement

Step advancements on the salary schedule are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for 75% or more of the workdays in the school year qualifies and shall advance one step for each year of creditable service until the maximum step of the column has been reached.

#### **10.3** Initial Placement

Initial column placement shall be determined based on credentials and academic degrees. The maximum entry level step for new employees is Step 1 of the salary schedule.

#### 10.4 Column Placement and Advancement

10.4.1 <u>Creditable for Column Placement and Advancement</u>: Unit members must provide adequate documentation to Iftin to be entitled to move the any column to the right of Column One on the Salary Schedule. Iftin's acknowledgement of receipt of the documentation and the unit member's step and column rating must be approved by Iftin in writing.

#### **10.5** Additional Work

Additional work outside of regular contract service shall be compensated at the bargaining unit member's prorata rate of pay only when pre-approved in writing by the Principal. Prorata hourly rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by eight (8).

#### 10.6 Stipends

- 10.6.1 At its discretion during the term of this Agreement, Iftin may give a bonus or stipend of up to \$15,000 per year for the following:
  - 10.6.1.1 To qualified teachers who teach in hard-to-fill subject areas or who possess specialist credentials which are applicable to the position the teacher holds.
  - 10.6.1.2 For merit as determined by Iftin.
- 10.6.2 Unit members who possess more than one relevant credential (as defined) will receive an annual stipend of \$1,200 subject to the limitations contained in Appendix A.

#### 10.7 Mileage

If a unit member is assigned to travel, mileage reimbursement for certificated unit members shall be the current applicable Internal Revenue Service Rate.

#### **ARTICLE 11: HEALTH AND WELFARE BENEFITS**

#### 11.1 Bargaining Unit Eligibility for Health and Welfare Benefits

#### 11.1.1 Full-Time Unit Members

Each full time bargaining unit member, working 30 hours or more per week, who is in the employment of Iftin Charter School shall receive a maximum monthly contribution towards premiums for benefits offered under Section 11.1 of this Article in the amount of \$750.00. The unit member shall be responsible for all costs of benefit premiums exceeding Iftin's monthly contribution. All medical plans offered by Iftin shall meet the minimum essential coverage requirements for insurance plans as defined in IRS code section 5000A(f)(2)and the Patient Protection and Affordable Health Care Act.

#### 11.1.1.1 Health Care

The Employer shall offer a minimum of two health care plans, of which the full-time bargaining unit member may elect one of his/her choice. At least one plan must be a Kaiser plan, and at least one plan must be a non-Kaiser plan comparable in cost to the Kaiser plan. Full-time bargaining unit members may enroll qualified family members to the unit member's elected health care plan.

#### 11.1.1.2 <u>Dental, Vision and Life Insurance Options</u>

The Employer shall offer a minimum of two dental plans of which the full-time bargaining unit member may elect one of his/her choice. Additionally, the Employer shall offer at least one vision and at least one life insurance plan. Full-time bargaining unit members may enroll qualified family members to the employees elected dental, vision, or life insurance plan.

#### 11.1.1.3 <u>Chiropractic/Alternative Therapies Option</u>

Iftin shall offer a chiropractic/alternative therapies option with each medical plan. Employees shall have the option of enrolling eligible dependents in this plan.

#### 11.1.2 <u>Part-Time Unit Members</u>

Part-time bargaining unit members who work less than 30 hours per week and meet the eligibility requirements of the applicable health, dental and vision care plans shall have the option to enroll in the health, dental and vision care plans and shall have the option of enrolling eligible family members. Eligible part-time bargaining unit-members who opt to do so will be responsible for paying all costs associated with enrollment in the plan.

#### 11.1.3 <u>Eligible Dependents</u>

When making plan changes for medical, dental, vision or life insurance coverage, in all cases Iftin shall seek to obtain plans with an equivalent or more inclusive definition of dependents than the plan in place at the time of the change.

#### 11.2 Effective Date and Termination of Coverage

The effective date of coverage for healthcare plans shall be the first day of the month following the unit member's hire date. If a unit member's employment is terminated during the school year, coverage will be terminated at 11:59 p.m. on the last day of the month in which the unit member's employment is terminated.

#### 11.3 General

- 11.3.1 Any records in Iftin's possession relating to the individual unit members' participation in the benefit plans, or unit members or their dependents' claims made thereunder, will be maintained by Iftin in a locking file cabinet separate from the unit members' personnel files.
- 11.3.2 The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- 11.3.3 Iftin will have a site input committee to participate in the selection of the Health and Welfare Benefit plans. The committee shall include two teachers, to be selected by their peers, as well as the Principal and/or any other designees of the Principal. The Health and Welfare Benefits plans shall be selected annually by June 1 for the following open enrollment period, Open enrollment will be held during the month of September for the following October through September plan year.

#### 11.4 State Teacher's Retirement System (STRS)

11.4.1 Teachers will be enrolled in STRS.

#### **ARTICLE 12: LEAVES**

#### <u>12.1</u> <u>Sick Leave</u>)

Full-time employees shall accrue six (6) hours of paid sick leave for each month in the unit member's assignment year for use for personal illness and injury or as otherwise specified below. Unit members working fewer than five (5) days per week shall be granted comparable sick leave in proportion to the time they work. A unit membermay take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. A unit member who does not complete a given year of service shall be charged for any sick leave used as of the date of termination. Unused sick leave will accumulate from year to year without limitation.

#### 12.2 Transfer of Unused Sick Leave

Any sick leave days accumulated but unused will be transferred, if applicable, to a public school employer upon separation from employment. Employees will not be paid for unused sick leave upon separation from employment.

#### 12.3 Statements of Sick Leave

- 12.3.1 Iftin shall once annually or upon reasonable request provide each unit member with a written statement of (1) the accrued sick leave total, and (2) the sick leave entitlement for the school year. Such statement shall be provided no later than the last day of the first teaching month of each school year.
- 12.3.2 The Principal may require medical verification of the nature and extent of the illness after three consecutive (3) days of absence; or the employee may be required, for probable cause, to submit to a medical examination at the Charter School's expense.
- 12.3.3 Upon retirement, the teacher's accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations.
- 12.3.4 Consistent with legal requirements, unit members on unpaid leave of absence shall be entitled to return to the same or similar position held before commencement of the leave.

#### 12.4 Notification of Absence

An employee shall notify the school of his/her need to be absent as soon as such a need is known, but no later than 6:30 a.m. or one (1) hour prior to the start of the school day the day of an absence, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the school. If the duration of absence becomes shorter than estimated, the employee shall notify the school not later than 3 p.m. of the day preceding the day on which he/she intends to return to work.

#### 12.5 Personal Necessity Leave

A unit member may elect to use up to five (5) days of his/her accumulated sick leave in any school year for purposes of personal necessity including:

- a) Death or serious illness of a member of his/her immediate family as defined in Section 12.7. (This is in addition to normal bereavement leave).
- b) Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- c) Adoption of a child.
- d) The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during the work hours.
- e) Other activities, which the employee and his/her immediate supervisor agree, cannot reasonably be deferred to another day or time when the employee is free from duties.

With the exception of (a), (b) and (e) above, the unit member shall notify, in advance, his/her immediate supervisor of his/her intent to take personal necessity leave and shall state which of the above circumstances, is the reason for the absence to qualify for the personal necessity leave.

#### 12.6 Personal Business Absence

Unit members may use up to two (2) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Normally, forty-eight (48) hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Unit members

shall make a good faith effort not to use personal business days during collaboration time.

#### 12.7 Bereavement Leave

Each unit member is granted paid time off, not to exceed a total of three (3) days of leave at full pay in any school year in the event of a death in the immediate family. Up to five (5) days paid leave will be granted if travel of 170 miles or more is involved. For the purpose of this Section, the immediate family of an employee includes: mother or foster mother, father or foster father, mother-in-law, father-in-law, grandmother, grandfather or grandchild, spouse or domestic partner, daughter, daughter-in-law, son, son-in-law, sister, foster sister, brother, foster brother or any relative living in the immediate household of the employee.

#### 12.8 Leave for Pregnancy Disability

- 12.8.1 Under the California Fair Employment and Housing Act (FEHA), if an employee is working and residing in California and disabled by pregnancy, childbirth or related medical conditions, the employee is eligible to take a pregnancy disability leave (PDL).
- 12.8.2 Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and a unit member on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.
- 12.8.3 Any female unit member planning to take pregnancy disability leave should advise Iftin as early as possible to address the following conditions:
  - 12.8.3.1 Unit members who need to take pregnancy disability must inform Iftin at least 30 days before a leave or transfer is expected to begin and how long it will likely last. If 30 days' advance notice is not possible, notice must be given as soon as practical.
  - 12.8.3.2 Unit members must consult with Iftin regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Iftin. Any such scheduling is subject to the approval of the member's health care provider.

- 12.8.3.3 Upon the request of a unit member and recommendation of the member's physician, the member's work assignment may be changed if necessary to protect the health and safety of the member and her child.
- 12.8.3.4 Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
- 12.8.3.5 Temporary transfers due to health considerations will be granted when possible. However, the transferred unit member will receive the pay that accompanies the new job, as is the case with any other temporary transfer due to temporary health reasons.
- 12.8.3.6 Pregnancy leave usually begins when ordered by the unit member's physician. The unit member must provide Iftin with a certification from a health care provider. The certification indicating disability should contain:
  - a) The date on which the member became disabled due to pregnancy; and
  - b) The probable duration of the period or periods of disability; and
  - c) A statement that, due to the disability, the member is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- 12.8.3.7 Leave returns will be allowed only when the unit member's physician sends a release.
- 12.8.3.8 A unit member will be allowed to use Sick Leave or unpaid time during a pregnancy disability leave.
- 12.8.3.9 Duration of the leave will be determined by the advice of the unit member's physician, but members disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- 12.8.3.10 PDL is provided in addition to any leave the unit member may be eligible to take under the California Family Rights Act. Leave may be

taken in intervals as needed. Leave may be taken in full or partial weeks/days, depending on the unit member's medical requirements as certified by her physician.

12.8.3.11 Under most circumstances, a unit member will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. A unit member returning from a pregnancy disability leave has no greater right to reinstatement than if the member had been continuously employed.

#### 12.9 Family Medical Leave

- 12.9.1 It is the policy of Iftin to comply with the requirements of the Federal and applicable state Family and Medical Leave Acts (FMLA). Generally, an eligible unit member will be granted up to twelve (12) work weeks of FMLA leave during a 12-month period, on a rolling-year formula that is measured backward from the date of any FMLA leave usage. The remaining entitlement would be any balance of the 12 weeks that was not used during the preceding 12 months and is available for use until 12 months from the date of the initial leave. The leave is unpaid, absent the use of sick leave or entitlement to employer or government provided benefits.
- 12.9.2 The state and federal laws differ in a number of areas, and Iftin will comply with both. When the reason for a leave qualifies under both state and federal law, the following rules apply:
  - 12.9.2.1 The employee is deemed to be exhausting his/her entitlement under both laws concurrently; and
  - 12.9.2.2 The provision(s) most generous to the employee will apply.
- 12.9.3 The taking of leave under this policy will not be used against a unit member in any employment decision, including the determination of promotions, discipline, compensation, etc.
- 12.9.4 To be eligible under federal law for family medical leave, a unit member must have been employed by Iftin for at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave.

- A unit member who takes leave under this policy will be reinstated to the same job or an equivalent position upon completion of the leave, if possible. Any restrictions or need for accommodations should be documented by the member's physician and presented to the Director prior to return to work. This right to reinstatement only applies to leaves covered under the Family and Medical Leave Act. If the reason for leave was due to the member's own serious health condition, a fitness for duty statement will be required before returning to work. Failure to provide the statement will result in a delay in the return to work. If a unit member wishes to return to work prior to the end of a scheduled leave, s/he should notify the Director to make arrangements prior to returning to work.
- 12.9.6 If a unit member is not able to return to work at the time his/her original leave expires, the member must notify the Director of his/her intent to extend Family and Medical Leave. A request for an extension must be in writing accompanied by a new Medical Certification Form, and approved by the School prior to the expiration of the original leave.
- 12.9.7 Members who need more than twelve (12) weeks of leave should consult with the Director as continuation of benefits, substitution of other paid leave, and job availability may change if an extension is granted.

#### 12.10 Military Leave

- 12.10.1 Iftin supports individuals with obligations to serve in the United States armed forces, in accordance with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). Unit members who serve in the U.S. military may take the necessary time off, without pay, to fulfill military obligations and will retain all of their legal rights for continued employment under existing laws.
- 12.10.2 An unpaid military leave of absence will be granted if a unit member enlists, is inducted or is recalled to active duty in the Armed Forces of the United States, for a period of up to five (5) years. Unit members will also be eligible to continue health and dental benefits under certain conditions.
- 12.10.3 Appropriate paid leave may be provided for reservists and members of the National Guard to participate in annual encampment or active duty training, emergency service or specialized training if all legal requirements are met. If these activities are compensated by the federal government, Iftin will pay the difference between the employee's regular straight-time wages and the

government's compensation, up to a maximum of two (2) weeks per year. Unit members who are not employed on a full-time basis will receive appropriate unpaid time off.

12.10.4 Unit members are required to notify the Director as soon as they are aware of their need to take time-off due to military duty so that arrangements can be made during their absence. Such requests must be in writing and include a copy of their military orders. Once the request is received, the Director will meet with the unit member to provide him/her with information concerning their leave.

# 12.11 California Military Spouse Leave

- 12.11.1 A unit member who works and resides in California and who is the spouse or registered domestic partner of a military service member who is on active duty for any of the United States Armed Forces, National Guard or Army Reserves, in an area of military conflict, is provided with an unpaid leave of absence of up to ten (10) days when the spouse/domestic partner is home on leave from deployment. The unit member must work an average of at least twenty (20) hours/week to be eligible.
- 12.11.2 The unit member must provide the Director with notice of his/her intention to take leave within two (2) business days after receiving official notice that spouse/domestic partner will be on leave from deployment, and submit written documentation certifying that the spouse/domestic partner will be on leave during the time the leave is requested.

# 12.12 Jury Duty and Witness Leave

Iftin encourages all unit members to be civic-minded. If a unit member is called to jury duty or testifies as a subpoenaed witness in a judicial proceeding, he/she will be granted a paid leave of absence up to two weeks. Members must return to work on the first workday following when court duty dismisses. The unit member shall notify the Principal and submit a copy of the court order, subpoena or jury duty subpoena no later than two days following receipt. The unit member shall make every reasonable effort to postpone his/her jury duty service to a time when school is not in session. Upon return to work the unit member shall submit a copy of his/her certificate of service or similar proof of service.

# 12.13 Industrial Accident/Illness Leave

- 12.13.1 The unit member shall immediately inform his/her immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or his/her designee, shall file with the Principal an accident report within twenty-four (24) hours of an accident, unless the physical injury makes it impracticable.
- 12.13.2 Unit members returning to work from an industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work.
- 12.13.3 In accordance with statutory regulations, unit members shall be provided industrial accident and/or illness leave benefits under the following provisions:
  - a) The unit member will be entitled to industrial accident or illness leave for injuries that qualify for worker's compensation under the applicable earner's policy.
  - b) Allowable leave shall not exceed sixty (60) days during which the Charter School is required to be in session or when the unit member would otherwise have been performing work in any one fiscal year for the same accident.
  - c) Allowable leave shall not be accumulated from year to year.
  - d) Allowable leave shall commence on the first day of absence.

# 12.14 Leave without Pay

A leave of absence for up to one (1) year without pay may be granted to a unit member who has displayed consistent exemplary service once every five years of consecutive service. Reasons for such leaves shall be limited to illness, accident, family care, or advanced professional training in a field related to the unit member's duties or planned duties at the charter school. Principal/Director and the unit member must mutually agree to the grant of and length of such an unpaid leave of absence.

#### 12.15 Return after Leave of Absence

Unit members who have been granted an unpaid leave of absence for one quarter or more will notify their Principal of their intent to return at least one week prior to such return.

# 12.16 Catastrophic Illness or Injury Program

- 12.16.1 When a unit member or a member of his/her family experiences a catastrophic illness or injury which requires the member to take time off from work for an extended period of time, and the member has exhausted all available sick leave, he/she may request donations of accrued sick leave credits.
- 12.16.2 In making such a request, the unit member shall provide verification of the catastrophic injury or illness.
- 12.16.3 Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 12.16.4 Upon determination that the unit member is unable to work due to his/her own or a family member's catastrophic illness or injury, any other employee, upon written notice to the Director, may donate accrued sick leave credits to the requesting member. Donations shall be at a minimum of eight hours, and in hour increments thereafter.
- 12.16.5 To ensure that unit members retain sufficient accrued sick leave leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewerthan 24 hours.
- 12.16.6 All transfers of eligible leave credit shall be irrevocable. The Director shall ensure that all donations are confidential if so requested.
- 12.16.7 The unit member who is the recipient of the donated leave credits must use those credits within twelve (12) consecutive months.
- 12.16.8 If donated credits are not used by the unit member within twelve (12) consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave.

12.16.9 Any unit member who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

# 12.17 Voting Leave

Iftin allows for sufficient time off for a unit member to vote in a statewide election if the employee does not have sufficient time outside of work to do so. Such time off must be at the beginning or end of the member's workday unless otherwise mutually agreed upon by the member and the Director. Such time off should be at a time that requires the least time off from the regular work day. Two (2) days advance notice is required where a unit member knows or has reason to know that time off will be necessary to be able to vote on Election Day.

# 12.18 California School/Daycare Related Leave for Parents

- 12.18.1 Iftin recognizes the need for unit members to be involved in their children's school or daycare activities from time to time. Iftin also understands that this time may conflict with the normal work schedule. Iftin will allow time-off for school or daycare activities, for those employees working and residing in California who are: parents, registered domestic partners, guardians or grandparents having custody of one or more children.
- 12.18.2 Unit members working and residing in California are permitted up to eight (8) hours per month, to a maximum of 40 hours in a year, to participate in the school or daycare activities of their children or the children of their registered domestic partner. Unit members are required to give reasonable advance notice to the Director. This time-off may be taken as unpaid if for a whole day or Personal Necessity Leave may be utilized. Exempt employees will not incur a reduction of wages for partial day absences.
- 12.18.3 Additionally, time off will also be granted if a unit member is asked to meet with a school administrator because of his or her child's suspension. The unit member must provide the Principal with reasonable notice of the necessity for time off, as well as a copy of the written school notification.

# 12.19 <u>California Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel</u>

Unit members working and residing in California will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Members working and residing in California who are volunteer firefighters are also eligible for leave up to fourteen (14) days per calendar year for fire or law enforcement training. Unit members who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, unit members will be granted time off without pay. Unit members may substitute Personal Necessity Leave for any unpaid portion of leave to perform such emergency duties or training.

#### 12.20 California Leave Related to Domestic Violence or Sexual Assault

Iftin will provide time off to a unit member working and residing in California who has been the victim of domestic violence or sexual assault to seek any relief, including to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. Iftin requires reasonable advance notice of the leave when feasible. If time is taken off due to an emergency, the unit member must, within fifteen (15) days of the absence, provide Iftin with certification of the need for the leave such as a police report, court order, or documentation from a healthcare provider, victims advocate, or counselor.

#### 12.21 California Crime Victims' Leave

Iftin will provide time off to a unit member working and residing in California to attend judicial proceedings related to a crime, if that unit member is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. Iftin requires that where feasible, in advance of taking leave, the member provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the member is required to provide Iftin with a copy of the notice within a reasonable time.

# **ARTICLE 13: EVALUATION**

The Teacher Evaluation Handbook previously attached as Appendix B is eliminated and shall be replaced by an evaluation system developed and piloted by the Iftin Advisory Committee (Article 17) during the term of the Agreement. Until the new evaluation system is agreed upon, the parties shall continue to use the system set forth herein, except that any references to Appendix B and any obligations arising therefrom shall be eliminated. Once adopted, the new evaluation system shall be incorporated into this Article and shall supersede any inconsistent provisions herein.

#### **13.1** Evaluations

Evaluations shall be used to recognize the exemplary skills and accomplishments of unit members and to identify areas needing improvement. The Principal, Director or other designated credentialed administrator shall ensure that evaluation ratings have uniform meaning throughout the school.

#### 13.2 Iftin Charter School

Teacher performance will be evaluated on an ongoing basis during the contracted year on criteria including, but not limited to, the California Standards for the Teaching Profession (CSTPs). First year-teachers will focus on Teacher Standards I, II and III. Continuing employed teachers will be evaluated on all CSTPs. The Principal, Director or designated credentialed administrator shall evaluate the performance of unit members twice each school year according to the following process.

13.2.1 The Principal, Director or designated credentialed administrator shall be the evaluator. The evaluator shall meet with each unit member no later than October 1 to review the Teacher Evaluation Handbook attached as Appendix B, as well as all related evaluation timelines. During this meeting, the employee and the evaluator shall complete Form A attached in Appendix B.

#### 13.2.2 First Formal Observation

In preparation for the first of two formal observations, unit members shall complete the Pre-Observation Forms B and C attached in Appendix B. The unit member shall then meet with the evaluator to discuss the forms. Following that meeting, the evaluator shall schedule the First Formal Observation and the Post-Observation Conference with the unit member.

- The evaluator shall complete Column One of Form E attached in Appendix B during the First Formal Observation. The unit member shall complete Form D attached in Appendix B after the First Formal Observation. A Post-Observation Conference shall occur within ten (10) working days of the First Formal Observation.
- 13.2.2.2 For unit members in their first year of employment at Iftin, the First Formal Observation shall be completed by December 15.
- 13.2.2.3 For all other unit members, the First Formal Observation shall be completed by November 15.

#### 13.2.3 <u>Second Formal Observation</u>

A Second Formal Observation shall be conducted for all unit members by March 1. The evaluator shall complete Column Two of Form E attached in Appendix B after the second formal observation. A Post-Observation Conference shall occur within ten (10) working days of the Second Formal Observation.

#### 13.2.4 Final Evaluation

Unit members shall receive a written copy of their Final Evaluation no later than May 31 of the school year in which the Final Evaluation takes place. The unit member and the evaluator shall meet to discuss the Final Evaluation no later than May 31. The Final Evaluation shall be Form F attached in Appendix B.

#### 13.3 Progress Check and Remediation Plan

- During a formal observation, if the evaluator determines that any aspect of an evaluatee's evaluation is unsatisfactory or needs improvement, the evaluator shall discuss the evaluatee's progress in achieving goals with the unit member. During this discussion, the evaluator shall notify the evaluatee both in writing and verbally of the specific objectives and criteria where satisfactory progress is not being made and the resources, if appropriate, to be made available to assist the evaluatee.
- When areas needing improvement are identified, Iftin expects unit members to accept responsibility for improving their performance. The evaluator shall endeavor to assist unit members to improve their performance when needed and may require participation in a program designed to improve appropriate

areas of performance and to further student achievement and the school's instructional objectives. Unit members are encouraged to take the initiative to request assistance as necessary to promote effective teaching.

# 13.4 General Provisions

- 13.4.1 The unit member's signature on the evaluation forms will indicate only that it was presented to him/her. Unit members shall have the right to respond in writing to their evaluations. This response shall become a permanent attachment to the unit member's personnel file. All evaluation forms will be filed in the unit member's personnel file.
- 13.4.2 Unit members shall receive a copy of the Evaluation forms upon being hired by Iftin.
- Unit members shall not be evaluated by other unit members unless the other unit member has been designated by Iftin to perform in an administrative capacity during a one-month or greater absence by the site's regular administrator(s).

#### **ARTICLE 14: CLASS SIZE**

The following shall serve as a guideline for staffing of regular classes.

#### 14.1 Average Class Sizes

#### 14.1.1 Iftin Charter School

Average class sizes should be within the range established for each grade level or subject department as set forth below. Suggested grade level/department average class sizes are as follows:

Subject/Grade Level	<u>Class Size</u>	
K-2:	26	
3-5	31	
6-8:	33	

Physical Education class sizes will be capped at two times the maximum class size for the grade level. For grade levels K-5, Iftin will provide an aide for all classes that exceed 1.5 times the maximum class size.

#### 14.2 Ameliatory Measures

Class size should remain consistent with the above except as follows: Deviation in the above guidelines should be made only after consultation between the Principal, the affected teacher and a Union representative. Through this dialogue, options will be discussed to offer ameliatory measures, e.g., lower class sizes in other sections, instructional aide support, limited adjunct supervisorial duties, additional curricular support materials, and other ideas. Every reasonable effort must be made to reduce the class size to fall within the suggested range. This consultation must take place within ten (10) days from the date on which the class size maximum is first exceeded.

#### 14.3 Combination Classes

Teachers at Iftin K-8 may be assigned to teach combination classes. The maximum class size in a combination class at Iftin K-8 shall be reduced by two (2.)

#### **ARTICLE 15: SAFETY**

# 15.1 Written Report on Unsafe Conditions

Each unit member shall be required to immediately report to the Principal or designee, in writing, any conditions that may have a detrimental effect on the health, safety, or well-being of students, employees, or other persons. Procedures for reporting and follow-up shall be determined by the Principal or designee and distributed to unit members each year. Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health and safety or the health and safety of their students, except as otherwise required by law.

#### 15.2 Immediate Report of Assault

Unit members shall immediately report threats or incidents of assault witnessed, observed or suffered by them in connection with their employment to the Principal or designee who shall report the incident to the police. The Principal or designee shall release the unit member from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

#### 15.3 Personal Safety

Unit members shall report, in writing, any suspected infections or contagious disease that the unit member believes endangers the safety of the unit member, Iftin students or other Iftin employees. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal or designee deemed necessary to protect the safety of the employees and students. Iftin agrees to provide unit members, where appropriate, with safety equipment such as disposable gloves, first aid kits, CPR mouthpieces, etc., upon request.

#### 15.4 Pilot Plan

The Iftin Advisory Committee (Article 17) shall analyze student discipline policies, procedures and practices that affect safety and will develop and pilot a plan to address these issues during the term of the Agreement.

#### **ARTICLE 16: ASSIGNABILITY**

# **16.1** Assignability

This Agreement is assignable subject to the terms of this Article.

#### 16.2 Change of Employer, Affiliation or Transfer

Iftin agrees to reasonably involve the Union in any decision leading to a corporate merger, affiliation, change of affiliation, change of employer or transfer of employees. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals regarding the effects of the corporate merger, affiliation, change of affiliation, change of employer or transfer of employees in writing. The Board shall take final action only after providing the Union the opportunity for such involvement. Iftin and the Union acknowledge that time may be of the essence in this exchange and both agree to expedite said proposals.

#### 16.3 Disputes

Should a dispute arise regarding this Article, the parties agree that no later than ten (10) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association. Pending final resolution of such an expedited arbitration, status quo regarding the terms and conditions of employment under the SDEA/Iftin Agreement shall be maintained.

# **ARTICLE 17: IFTIN ADVISORY COMMITTEE**

# **17.1** Purpose of Committee

Each Iftin school shall have an Iftin Advisory Committee which may, or may not, be the same as, or a subcommittee of, the School Site Council Committee. The purpose of this committee shall be to discuss and review current policies and practices and make recommendations for improvement to the Principal, the Principal's designee, and Iftin Board as appropriate, on such topics as curriculum and instruction, professional development, student recruitment and enrollment student attendance, fund-raising, grant applications and/or grant writing, student services, technology, school safety and any other topics as mutually agreed upon by the Association and the Iftin school. The School Advisory Committee may designate sub-committees to address specific topics and bring recommendations back to the committee.

# 17.2 Make-up of Committee

The make-up of the committee may vary depending upon whether it is an independent committee or a part of the School Site Council Committee. At a minimum, however, the committee will be made up of that site's Principal or designee and at least three teachers selected by their peers. At Iftin Charter School, there shall be at least one member from each vertical team.

## 17.3 Committee Work Time

Upon mutual agreement with Iftin, committee members may use staff development days, modified days, and other non-student attendance time to conduct activities. Each School Advisory Committee shall meet at least every other month, and may meet more frequently if needed as determined by the members of the committee. At the discretion of the Principal or designee, site budgets, when not restricted by categorical restraints, may be used to support School Advisory Committee activities.

#### **ARTICLE 18: EFFECT OF AGREEMENT**

#### 18.1 Duration

18.1.1 This Agreement is entered into effective July 1, 2021, and will remain in effect until June 30, 2024.

# 18.2 Zipper Clause

All matters within the scope of bargaining have been negotiated and agreed upon as set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between Iftin and the Association as to any matter which could have been negotiated.

#### 18.3 Savings Clause

It is understood and agreed that this Agreement is subject to all applicable laws nor or hereafter in effect, and to the lawful regulation, rulings and orders of state or federal agencies having jurisdiction. If any provision of this Agreement is contrary to the laws or regulations of the United States of America or the State of California, or any agency, department, or division therefor, then such provision shall be superseded by the appropriate provisions of such law or regulation, so long as the law or regulation is in force and effect, but all other provisions, shall continue in full force and effect. In the event that any article or section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### 18.4 Changes, Amendments, and Supplements

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the parties. Upon ratification by the Union and Iftin, any such changes, amendments, or supplemental agreements, shall be implemented.

#### 18.5 No Strike

18.5.1 During the term of this Agreement, no unit member shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of any Iftin school.

18.5.2 The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any stoppage or interruption of work, as mentioned in Section 18.5.1 above, or ratify or condone or lend support to any such conduct or action.

#### ARTICLE 19: GRIEVANCE PROCEDURE

#### 19.1 Definitions

- 19.1.1 A "grievance" is a claim by one or more unit members or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 19.1.2 The "grievant" is the unit member, unit members, or Union making the claim.
- 19.1.3 A "work day" is any day a unit member is scheduled to work and Iftin is open for business.
- 19.1.4 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

# 19.2 Rights of Representation

A grievant may be represented at all stages of the grievance by Union representative(s) as set forth below.

#### 19.3 No Reprisals

No reprisals of any kind shall be taken by any member or representative of Iftin's administration or the Iftin Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

#### 19.4 Procedures

#### 19.4.1 Informal Level

Every effort should be made to resolve the grievance informally between the grievant and the supervisor involved. A conference between the grievant and the supervisor shall take place within fifteen (15) work days of the occurrence or omission which caused the grievance. The unit member may have one union representative in attendance at this conference.

# 19.4.2 <u>Level One: Principal</u>

For grievances not resolved at the informal level, a concise summary of the grievance shall be submitted to the Principal of the school involved in the grievance in writing using the approved grievance form within seven (7) work days from the initial conference, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within ten (10) work days of submission of the grievance summary. The unit member may have one union representative in attendance at this conference. A written response will be returned by the Principal within five (5) work days of the conference.

#### 19.4.3 <u>Level Two: Board Conference</u>

For grievances not resolved at Level One, then the matter may be submitted to the Board for a Board conference within ten (10) work days of the return of the written response by the Principal. A Board conference is a meeting with the Board wherein the unit member or Union may make a presentation to the Board, but such is not an evidentiary hearing. The Board Conference shall be scheduled for the next regular Board meeting. Within three (3) work days of the Board conference, the Board shall notify the grievant in writing as to the disposition of the matter. In the event the grievance cannot be resolved satisfactorily, the grievant may proceed to initiate arbitration. The unit member may have two union representative(s) in attendance at this conference.

#### 19.4.4 <u>Level Three: Mediation</u>

For grievances by one or more unit members or the Union not resolved at Level II, upon mutual agreement, the parties may request that a conciliator/mediator from the California Mediation/Conciliation Service or any other mutually agreeable dispute resolution center be assigned to assist the parties in the resolution of the grievance prior to arbitration. If a resolution is reached in mediation, the resolution shall be reduced to writing and shall be signed by the parties. The resolution shall not set precedent unless otherwise agreed to by the parties in writing and shall constitute a settlement of the grievance. The cost of the mediation shall be borne by the parties equally. The running of the relevant time periods will be tolled during the mediation process.

# 19.4.5 <u>Level Four: Binding Arbitration</u>

For grievances not resolved at the Board Conference Level, the grieving party may request arbitration. For grievances not resolved at the Board Conference Level, the Association shall notify Iftin of the decision to submit the grievance to binding arbitration within ten (10) work days after receiving the Board's decision. The notification of the decision to arbitrate shall include the appeal at each level (if applicable), the decision rendered at each level (if applicable), and a clear, concise statement of the reasons for the appeal or the request to arbitrate.

- 19.4.5.1 Within ten (10) work days after issuing the decision to arbitrate, the Association shall request the State Mediation and Conciliation Service to provide a list of arbitrators. A representative of the Union and a representative of Iftin shall select the arbitrator from the California State Conciliation Services list by eliminating names until one name remains. The one remaining name shall be the arbitrator. The process of striking names shall occur within (10) days of receipt of the list. A coin flip shall determine if the Union or Iftin will have first elimination. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator.
- 19.4.5.2 No party to the arbitration shall be permitted to assert any grounds or evidence, with the exception of impeachment evidence, before the arbitrator that was not disclosed to the other party at the Board Conference Level. The Parties shall exchange lists of exhibits and witnesses at least ten (10) calendar days prior to the arbitration date unless otherwise mutually agreed. The arbitrator shall consider only those issues raised by the parties-in-interest.
- 19.4.5.3 The jurisdiction of the arbitrator shall be confined to a determination of the facts and whether there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant(s). The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations and procedures of Iftin except to the extent such policies, rules, regulations and procedures violate the terms and conditions of the Agreement.

- 19.4.5.4 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be borne by the party not receiving the award. If the arbitrator's decision is split between the School and the Union, the cost shall be divided equally. If either party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the parties.
- 19.4.5.5 The decision of the arbitrator shall be submitted to SDEA and the Iftin Board and will be final and binding upon the parties.

#### 19.5 Miscellaneous

- 19.5.1 When it is necessary for a site representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Each grievant shall be entitled only to one SDEA representative from the local school site. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- 19.5.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as is practicable.
- 19.5.3 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- 19.5.4 Upon mutual agreement of SDEA and Iftin, a grievance may be taken directly to conciliation/mediation.

#### **ARTICLE 20: PERSONNEL FILES**

#### **20.1** Personnel Files

#### 20.1.1 Request to Review

Materials in a unit member's personnel file, except for letters of recommendation, are to be made available for the unit member's review upon request, at a mutually agreed-upon non-instructional time. The unit member shall be entitled to photocopy the contents of his or her personnel file during this appointment.

#### 20.1.2 <u>Right of Representation</u>

The unit member may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator responsible for safeguarding these. A representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

# 20.2 Placement of Derogatory Materials in Personnel Files

- 20.2.1 The unit member must be notified within ten (10) calendar days when derogatory material is placed in the unit member's personnel file.
- The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.
- 20.2.3 The unit member may, within ten (10) calendar days, review the derogatory material and submit written comments which shall be attached to such material and become a permanent part of the document.

### **20.3** Complaints

20.3.1 In an effort to resolve complaints against unit members not governed by any other law, policy or procedure, whether by a parent, another employee or a member of the community, at the lowest possible level, when a complaint about a unit member is made to the unit member's supervisor, the supervisor

shall attempt to resolve the complaint utilizing the following progressive steps:

- 20.3.1.1 The immediate supervisor shall ask the complainant to contact the unit member involved and to attempt to resolve the problem directly with the unit member. If the complainant declines, the complaint may advance to the next step of the process.
- Failing resolution, if all Parties agree, the supervisor will schedule a meeting with the complainant and the unit member. The purpose of the meeting shall be to utilize problem-solving techniques in an effort to resolve the complaint. If the complainant or the unit member declines, the complaint may advance to the next step of the process.
- 20.3.1.3 Failing resolution in all of the steps above, the complainant may submit the complaint, to the Iftin Board to request resolution. In the event that a complaint is initially filed with the Iftin Board, the Board may, but is not required to, direct the complainant to the immediate supervisor to initiate the steps in Sections 20.3.1.1 and 20.3.1.2.
- 20.3.1.4 Such complaints shall not be the basis for disciplinary action against the unit member unless the unit member is informed of the complaint and the identity of the complainant within a reasonable time after the complaint is made.

#### ARTICLE 21: TECHNOLOGY AND CURRICULUM

# 21.1 Curriculum and Instructional Materials

Unit members shall be provided with adequate curriculum and instructional materials for all students. All students shall have their own text book for all core classes including Math, English/Reading, Science and Social Studies.

#### **21.2** Technology

- 21.2.1 When unit members are required by Iftin to use technology, including any necessary equipment, software or programs, in the classrooms they will be provided with adequate and functional technology.
- 21.2.2 All unit members shall be trained to use required technology.
- 21.2.3 All unit members shall implement all required curriculum and equipment.

# 21.3 Insufficient or Inadequate Curriculum or Technology

- 21.3.1 If a unit member does not have adequate curriculum and instructional materials or functional required technology, the unit member shall notify Iftin in writing. Neither the Association nor a unit member may grieve Iftin's failure to comply with this Article unless the unit member or Association has given Iftin written notice of such failure and a reasonable time to cure the issue.
- 21.3.2 When additional curriculum or required technology is needed because of new students, Iftin will make a reasonable and timely effort to secure the additional resources.
  - 21.3.2.1 Iftin will not be responsible for failure to provide additional curriculum materials or required technology if the reason for that failure is caused by the vendor or supplier's inability or failure to provide or supply the curriculum materials or required technology, or any other delays outside its control.
- 21.3.3 This article is intended only to ensure that adequate required materials or technology are provided. This article is not intended to require Iftin to provide unit members with non-required items nor to eliminate sharing of required items between students, classrooms or unit members.

# **APPENDIX A: Salary Schedule**

# **Annual Salary Rates - 186 Day Contract Year**

The salary schedule below shall be effective July 1, 2021.

	Column 1: BA/1 credential	Column 2: MA/1 credentials
1	\$49,592	\$50,834
2	\$50,834	\$52,104
3	\$52,104	\$53,407
4	\$53,910	\$55,257
5	\$55,257	\$56,639
6	\$56,639	\$58,056
7	\$58,056	\$59,506
8	\$59,796	\$61,292
9	\$61,591	\$63,130
10	\$63,439	\$65,026
11	\$65,342	\$66,975
12	\$67,301	\$68,985
13	\$69,320	\$71,054
14	\$71,401	\$73,187
15	\$73,899	\$75,747

# The salary schedule below shall be effective July 1, 2022.

	Column 1:	Column 2:
	BA/1 credential	MA/1 credentials
1	\$50,336	\$51,596
2	\$51,596	\$52,885
3	\$52,885	\$54,208
4	\$54,719	\$56,086
5	\$56,086	\$57,488
6	\$57,488	\$58,927
7	\$58,927	\$60,399
8	\$60,693	\$62,212
9	\$62,515	\$64,077
10	\$64,390	\$66,001
11	\$66,322	\$67,979
12	\$68,311	\$70,020
13	\$70,360	\$72,119
14	\$72,472	\$74,284
15	\$75,008	\$76,883

# The salary schedule below shall be effective July 1, 2023.

	Column 1: BA/1 credential	Column 2: MA/1 credentials
1	\$50,840	\$52,112
2	\$52,112	\$53,414
3	\$53,414	\$54,750
4	\$55,266	\$56,647
5	\$56,647	\$58,063
6	\$58,063	\$59,516
7	\$59,516	\$61,003
	\$61,299	\$62,834
9	\$63,140	\$64,717
	\$65,034	\$66,661
10	\$66,986	\$68,659
11	\$68,994	\$70,720
12	\$71,063	\$72,841
13	\$73,196	\$75,027
14	\$75,758	\$77,652
15		

An additional relevant¹ credential beyond the number shown in the table will increase yearly salary by \$1200. BCLAD in a needed language will be counted as a credential for salary determination purposes. Supplementary authorization to teach single-subject-matter (departmentalized) courses in a relevant subject will count as a credential. National Board Certification will also count as a credential.

<sup>&</sup>lt;sup>1</sup> A relevant credential includes a single subject, subject area authorization, or specialist credential for any subject taught at the school; a Reading or Math Specialist credential; Education Specialist credential; or administrative credential. It also may include a Teacher Librarian Services credential or a Nurse Services Credential, should those be needed at the particular school.