

Agreement Between

**Ivy Academia TK-8  
Entrepreneurial  
Charter School**

And

**United Teachers Los Angeles**

**July 1, 2025**

to

**June 30, 2026**

**Adopted: 6/13/2025**

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AGREEMENT BETWEEN  
IVY ACADEMIA TK-8 ENTREPRENEURIAL CHARTER SCHOOL  
AND  
UNITED TEACHERS LOS ANGELES

This agreement has been made and entered into by and between the

**Ivy Academia TK-8 Entrepreneurial Charter School ("Ivy")** as the "Employer," and the **United Teachers Los Angeles ("UTLA" or the "Association")**.

**The agreement was ratified by UTLA on June 6, 2025, and subsequently ratified by the Ivy Academia Board on June 13, 2025. This document serves as an acknowledgment of the agreed-upon terms and conditions by both parties.**

**ARTICLE I**  
**AGREEMENT**

- 1.1** This Collective Bargaining Agreement (hereafter referred to as “Agreement”) constitutes a bilateral and binding agreement by and between Ivy Academia (hereafter referred to as the “Employer” or “Ivy”) and United Teachers Los Angeles (hereafter referred to as “UTLA” or the “Union”). The term of this Agreement is July 1, 2025 to June 30, 2026 .
- 1.2** This Agreement is a closed contract for the entire term, but the parties may enter into memoranda of understandings and/or side letters at any time. The following exceptions will trigger an automatic reopener of Articles XIV and XV.
- AB 2484 passing and being signed into law by the Governor, or
  - Enrollment dropping below 600 students or ADA below 91 at P1 or P2 of any year during the term of this Agreement.
- 1.3** The term Agreement as used herein means the written Agreement provided under Section 3540.1(h) of the Government Code.
- 1.4** Titles listed in this Agreement are for clarification only and are not integral to this Agreement.

## **ARTICLE II**

### **RECOGNITION**

- 2.1** Consistent with PERB Case No. LA-RR-1212-E, Ivy hereby recognizes UTLA as exclusive representation pursuant to the Educational Employment Relations Act (Government Code Section 3540, et seq.) for a collective bargaining unit consisting of all certificated employees of the employer including teachers and counselors but excluding all other employees including supervisors and managerial.
- 2.2** The terms and provisions of this Agreement shall be applied and interpreted in a manner consistent with the Educational Employment Relations Act (“EERA”).

## **ARTICLE III**

### **UNION RIGHTS**

#### **3.1 Access**

- 3.1.1 Consistent with legal requirements, any authorized UTLA representative (“Representative”) shall have the right of access to Ivy's facilities including employee mailboxes and bulletin boards in the employee lounges. Upon arriving on the work site, the Representative shall notify the administration of his/her arrival and comply with any and all visitor requirements applicable to all other campus visitors.
- 3.1.2 UTLA Representatives shall not in any way interrupt any employee's duties or assignments. The Representative may contact employees before and after employees' hours of service or during lunch and duty free periods.

#### **3.2 Communication & Distribution of Material**

- 3.2.1 UTLA shall have the right to post notices of Union matters on a bulletin board in employee lounges or other common work areas. Ivy shall provide a bulletin board for UTLA's exclusive use at each work site where unit members are assigned.
- 3.2.2 UTLA shall be permitted to communicate with employees through mailboxes and email accounts.
- 3.2.3 Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.

#### **3.3 Recruitment**

Ivy shall provide UTLA with an opportunity to address new employees at a mutually agreeable time during their orientation period.

#### **3.4 Meetings**

Consistent with any facility use policies, Ivy shall permit UTLA to use building facilities for meetings and for professional development workshops.

#### **3.5 Release Time for Negotiations**

Up to two (2) bargaining unit members may be designated by UTLA as members of its negotiations team, who may be released from duty with no loss of pay or benefits for the purpose of attending negotiations sessions. To the extent practicable, negotiations shall be held during noninstructional time. UTLA and Ivy Academia may agree that additional employees shall receive such released time.

### **3.6 Release Time at UTLA Expense**

UTLA may request the release of designated unit members from their regular duties with no loss of pay for no more than fifteen (15) release days per year (total for the bargaining unit) for the purpose of attending to UTLA matters, subject to the following conditions:

- 3.6.1 The unit members must give written notification to the Executive Director or designee no less than one (1) week in advance of the leave. A shorter notice period may be permitted where a qualified and acceptable substitute can be scheduled.
- 3.6.2 The unit member must arrange for a suitable substitute and lesson plans according to Ivy Academia procedures.
- 3.6.3 Such leave will not be utilized on days when special events or special duties require the specific presence of that individual unit member.
- 3.6.4 UTLA shall reimburse Ivy for the cost of any substitute hired to replace unit members utilizing this leave, at the usual Ivy substitute teacher pay rate on a monthly basis.
- 3.6.5 Such release time will be taken in increments of not less than one-half day.

### **3.7 Exclusivity**

UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

### **3.8 UTLA Chapter Chairpersons**

UTLA shall have the right to designate one employee to serve as the UTLA Chapter Chair. To facilitate communication, the Chapter Chair shall meet with the Executive Director or designee monthly. The UTLA Chapter Chair or designee is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and Ivy Academia. The Chapter Chair and Co-Chairs shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

- 3.8.1 Upon request of the employee, the Chapter Chair or designee shall have the right to represent the employee in grievance meetings as expressly provided in Article X and in meetings related to discipline as expressly provided in this Agreement.
- 3.8.2 When a unit member reports an injury or assault and files the required written report(s), the site administrator shall notify the chapter chair of the reported injury unless the employee requests that the matter not be so disclosed.

- 3.8.3 During duty free time be permitted reasonable use of all telephones and fax machines for local calls involving representation matters, so long as such use does not interfere with normal office business at the location.
- 3.8.4 Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employee's duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. At least two (2) Tuesdays per month, Ivy Academia shall not schedule required after school, school-wide/faculty meetings for unit members in order to avoid conflict with UTLA meetings. No later than the 15th day of each month, the UTLA Chapter Chair shall inform the Executive Director or designee of the Tuesdays designated for UTLA meetings for the following month.
- 3.8.5 Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board.
- 3.8.6 Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via Ivy's public address system regarding UTLA-related meetings, special events, in service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. This right does not encompass advocacy material of any nature or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or matters related to personal complaints/disputes.)
- 3.8.7 Have the right to propose agenda items for monthly staff meetings and for no less than five (5) minutes prior to the end of a monthly site staff meeting to make brief announcements.
- 3.8.8 While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Directors and UTLA) when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty.
- 3.8.9 The Chapter Chair shall have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the Executive Director or designee to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school(s).
- 3.8.10 Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair.

### **3.9 Unit Member List**

Ivy shall send UTLA a list of all bargaining unit members upon request but no more than four (4) times per year. This list must include bargaining unit members who are not dues paying UTLA members. Further, Ivy shall provide UTLA with a list of new hires including names, phone numbers, and addresses within thirty (30) days.

## **ARTICLE IV**

### **ORGANIZATIONAL SECURITY/MEMBERSHIP**

#### **4.1 Dues Deductions**

- 4.1.1 Any bargaining unit employee who is a member of UTLA, or who has applied for membership, may sign and deliver to UTLA an assignment authorizing deduction of membership dues, initiation fees and general assessments of the Union. Pursuant to UTLA's representation to Ivy of such authorization, Ivy will deduct annual dues in equal amounts from the regular salary check of the bargaining unit employee every payroll period. Deductions of dues under this Article shall be pursuant to the dues schedule submitted by UTLA. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 4.1.2 All authorizations for dues deduction shall remain in effect for the term of this Agreement except that any authorization may be revoked pursuant to the express terms of the written authorization submitted to UTLA. Member requests to cancel or change payroll deductions shall be directed to UTLA, which shall provide notice of such cancelation or change to the School in a timely manner.
- 4.1.3 Whenever there is a change in the amount required for deduction, the Association will provide sufficient notification to permit Ivy to make the necessary adjustments and will also provide Ivy with a copy of the notification of change which was sent to all concerned employees.
- 4.1.4 Payroll deductions for membership dues from employees shall be exclusive to and on behalf of UTLA and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

#### **4.2 Remittance of Funds to UTLA**

With respect to all sums deducted by the Employer pursuant to this Article, the Employer agrees to remit such monies to UTLA within twenty (20) calendar days of the deduction of all sums so deducted accompanied by an alphabetical list of unit members for whom deductions were made, including their names, home address, work locations and any changes in personnel from the list previously furnished. This would include new employees, terminations, leaves of absence or new home addresses.

#### **4.3 Other Salary Deductions**

Upon appropriate written authorization from the employee, the Employer will deduct from the salary of any employee and make appropriate remittance for annuities, credit union, insurance and savings bonds. UTLA and the Employer shall jointly approve deductions for any other plans or programs.

#### **4.4 Necessary Information**

The Parties shall furnish to each any information needed to fulfill the provisions of this Article.

#### **4.5 Hold Harmless Provision**

UTLA agrees to indemnify and hold Ivy Academia harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suites or other actions relating to Ivy Academia's compliance or attempted compliance with this Article, or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation related to this Article.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

**5.1** It is understood and agreed that Ivy retains all of its powers and authority to direct, manage and control its operations to the full extent of the law.

Subject to the provisions of this Agreement, Ivy's rights include, but are not limited to, the following:

- All management rights pursuant to law;
- Determine the organization's intention and overall program design, including determination of the curriculum and related educational policies and methods of instruction;
- Establish educational policies with respect to admitting students;
- Hire, classify, assign, evaluate, supervise, promote, terminate, and discipline unit members;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations;
- Build, move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Contract out work and take action on any matter in the event of an emergency, consistent with any limitations in this Agreement.

**5.2** The exercise of the foregoing powers, rights, authority, duties, responsibilities by Ivy, 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.

## ARTICLE VI

### HOURS, DUTIES AND WORK YEAR

#### 6.1 Work Year

##### 6.1.1 Regular School Year

- a. Unit members who are classroom teachers shall work one hundred eighty-eight (188) total days, including one hundred eighty (180) instructional days.  
One day each semester shall be designated as student-free teacher workdays, with the remaining six (6) days reserved for staff development. One Professional Development Meeting Day per month shall be subject to collaboration by unit members. That being the first Tuesday of every month, the Principal meeting, shall be subject to collaboration by unit members.
- b. Due to concerns over the likely impact of low student performance on charter renewal and the future of the School, staff development is a high priority for all stakeholders. In order to ensure maximum participation on staff development days, unit members may not use Personal Necessity Days and must provide a medical certification for use of sick days.
- c. Failure to attend staff development days will result in loss of pay for unit members, with the exception of use of sick days as provided above
- d. Unit members who are counselors shall work one hundred-ninety-eight (198) days. Additionally, Ivy Academia, at its discretion, may require such a unit member to work up to an additional five (5) days or 37.5 hours as needed. Such unit members shall be placed on the Ivy Academia Salary Schedule and shall be compensated at their daily rate.

##### 6.1.2 Calendar

The school calendar will be developed by a Stakeholder Calendar Committee (“SCC”) comprised of two (2) members from each of the following stakeholder groups: administration, UTLA-represented employees, classified employees, and parents. The SCC will issue a report on the proposed beginning and ending dates, which will be subject to review and approval by the Ivy Academia and UTLA negotiations teams prior to adoption. The calendar shall be submitted by April of each year for Board approval.

##### 6.1.3 Bell/Class Schedules

Ivy Academia will follow the bell/class schedules as set forth in Appendix A.

## 6.2 Work Day

The workday for teachers will be seven and one-half (7.5) hours exclusive of the duty-free lunch period. Unit members are expected to be present at school from 7:45 a.m. – 2:25 p.m.

Special circumstances may require that the fifteen (15) minute periods before and after classes may be combined into a single thirty (30) minute period, either before or after school, if notice is given twenty-four (24) hours in advance.

### 6.2.1 Sign-in and Sign-out

A unit member shall first notify the front office before he/she leaves the campus during the school day.

### 6.2.2 On Site Obligations

- a. Unit members cannot be required to be on campus after 4:30 p.m. except as required for E-Convention, Back to School Night, Open House, and the events referenced in Section 6.3.3, or unless attendance is required as a part of the unit member receiving a stipend for a position such as coaching, etc.
- b. Unit members will read emails by 9:00 a.m. daily and at the end of the workday. This does not exclude school business being discussed at staff meetings.
- c. Website Maintenance: Each unit member shall maintain their School provided a website that includes their name, how they can be reached, office hours, homework policy, homework assignments, class syllabus, CHAMPS implementation plan, and classroom Pillars.

### 6.2.3 Supervision Duty

All teachers will have supervision duty before or after school and for the additional fifteen (15) minute recess period mandated by Senate Bill 291, which, in turn, will require supervision duty every week instead of every other week for School Year 2025-2026. Unit member attendance at four (4) meetings per month is required. Work day is established as set forth in Article VI(b) of this Agreement.

All teachers will have supervision duty, before or after school on a rotational basis, for fifteen (15) minutes daily, every other week. The supervision schedule shall be provided to teachers at least one (1) week before the beginning of each semester.

#### 6.2.4 Site Office Hours

Office Hours are time advertised and set aside for when a unit member is available on site to meet with students and/or parents to address educational concerns. Use of this time shall be determined by the unit member, and may include activities such as tutoring, responding to emails and other correspondence, contacting parents, etc. In addition to the on-site obligations noted herein, all unit members shall be available on site for Office Hours (before or after school) for a total of one (1) hour per regular workweek. Office hours may include the fifteen (15) minutes before the time classes are regularly scheduled to start and the fifteen (15) minutes of time after the regular time for student dismissal daily, except on days where the unit member is on supervision duty. (Office hours may include when unit member is not on supervision).

#### 6.2.5 Early Dismissal/Minimum Days

On early dismissal days, following student release, teachers shall attend Ivy planned professional development or if authorized by Ivy preparation time which shall occur until the end of the regular school day.

On minimum days, the workday ends at the end of the instructional day except for those unit members with supervision duty.

### **6.3 Professional Obligations**

6.3.1 In addition to the onsite obligation specified herein, unit members will participate in regular professional obligations whether or not performed during the normal workday including the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations; supervising students; supervising teacher aides when assigned; participating in staff development programs; professional activities related to their assignment; independent study and otherwise keeping current with developments within their areas of assignment; assuming reasonable responsibility for the proper use and control of School property, equipment, material, and supplies; and attendance at and participation in the following meetings: Open House, Back to School Night, parent teacher conferences, Student Success Team (SST) meetings, IEP meetings, 504 meetings, school committees, Club Advisor, E-Convention, and staff/professional development.

6.3.2 Every good faith effort will be made to schedule IEP meetings, 504 meetings and parent teacher conferences during the workday. If three (3) or more Section 504 or IEP meetings are scheduled in one week for any unit member, reasonable efforts

shall be exercised to attempt to schedule such meetings on the same day and to provide substitute coverage.

- 6.3.3 Each school year, unit members shall be required to attend two (2) after-school or weekend events of their choice from a list generated by Ivy of at least eight (8) student after-school or weekend functions.

Unit members are also required to participate in one (1) school committee per school year.

## 6.4 Staff and Grade Level Meetings

6.4.1 Staff Meetings: Unit members shall attend staff meetings scheduled on Tuesdays. Staff meetings shall start fifteen (15) minutes after dismissal and except in unusual circumstances shall be limited to thirty (30) minutes.

6.4.2 Grade Level Meetings shall start ten (10) minutes after the respective unit member's workday at 3:30 p.m. and shall normally be limited to one (1) hour.

6.4.3 Except in the case of an unanticipated compelling need, there shall be no more than one (1) afterschool staff or grade level meeting per week.

6.4.4 In those instances where meetings must exceed the times referenced in 6.4.1 or 6.4.2, insofar as possible, one (1) week's notice must be provided, and any time over said minutes will be reduced in the subsequent week's meeting.

6.4.5 When voluntary staff meetings are scheduled outside of a normal workday, every effort will be made to include interested unit members. Attendance at these meetings is voluntary, and there will be no reprisals for nonattendance.

## 6.5 New Teacher Meetings

In addition to the after school meetings set forth in Section 6.4, teachers in their first year at Ivy maybe required to attend regular after school new teacher meetings. These meetings will be held on Tuesdays at the teacher's site and shall not exceed twenty (20) minutes. The purpose of New Teacher Meetings shall include, but not limited to: Familiarize new teachers with Ivy's procedures, practices, 4 lesson components, entrepreneurship (Ivy Community), and software programs utilized by Ivy. UTLA will be permitted to participate in the delivery of information, and all teachers regardless of experience will be permitted to attend. The meetings will not exceed ten (10) in any year, and two (2) in any month.

## 6.6 Planning/Conference/Preparation Time

- 6.6.1 Preparation time for secondary teachers shall be used to perform duties related to their teaching position (e.g. grading, preparation planning, communication, or other school-related functions).
- 6.6.2 Any secondary teacher who voluntarily teaches an extra class, thus teaching all six (6) regular periods throughout the day, will be compensated an additional one-fifth (1/5) of their daily rate of base salary. To provide the most effective educational program, the following will be implemented: Ivy Academia will annually identify the need for secondary teachers to teach during their planning period. This volunteer extra assignment still requires the teacher to perform planning period work, either an hour before or an hour after the instructional day. This work may be performed off-campus provided there is no compelling reason (e.g. conference with parent or administrator) for the unit member to be present on campus on a particular day.
- 6.6.3 Dedicated thirty (30) minutes of preparation time for elementary school teachers is from 2:50-3:20 on regular school days. This time shall be used to perform duties related to their teaching position (e.g. grading, preparation planning, communication, or other school-related functions)

## 6.7 Duty Free Lunch

**Unit members' duty-free lunch shall be the same length as the student lunch period, but, except as provided below or in emergencies/extenuating circumstances as determined by administration, no less than thirty (30) minutes. When inclement weather has been declared and unit members' regular lunch period has been shortened, the unit member can leave ten (10) minutes after at the end of the instructional day. If an inclement weather schedule has been declared on a staff meeting day or a day when a unit member has afterschool duty, the unit member may use the shortened time within five (5) workdays of the declaration.**

## 6.8 Toileting

If a student requires toileting and diaper assistance, and the student is assigned a one-on-one (1:1) aide, LAUSD will decide whether that aide does the toileting or diaper assistance for that student only. If the aide is not assigned for toileting or diapering assistance, the unit member is required to complete toileting and diaper assistance. Ivy shall designate a staff member to be responsible for monitoring the classroom while the TK teacher is engaging in the toileting and diaper assistance. Ivy shall supply the TK classroom with books/posters and sanitary supplies to teach toileting.

## 6.9 Unit Member Emails

Unit members are required to check their emails prior to 8 a.m., once mid-day and once prior to leaving for the day.

## **ARTICLE VII**

### **EMPLOYMENT STATUS**

#### **7.1 Probationary Period**

All unit members new to Ivy Academia shall be initially hired on an at-will basis during a probationary period of at least two (2) consecutive full years. A Clear credential is required to move beyond the probationary period.

For purposes of this Article, a full year constitutes 75% or more of the instructional days.

#### **7.2 Just Cause Employment Agreements**

Unit members who have moved beyond the probationary period shall be employed under one-year fixed-term annual contracts, whereby suspension without pay or termination during the term of employment may only be for cause as defined herein.

Nonrenewal of such just cause contracts may occur only if the unit member receives the following an unsatisfactory evaluation for two (2) consecutive years or two (2) out of three (3) consecutive years, assistance and guidance in the form of an improvement plan, warning of non-renewal provided no later than April 15, and final notice of non-renewal provided before the end of the school year.

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

#### **7.3 Layoffs**

In the event Ivy Academia is required to conduct a layoff (reduction in force), the process for such a layoff is governed as determined between the parties in Article XVI in this Agreement entitled, "Reduction in Force."

#### **7.4 Extension of Timelines Under the Evaluation Article**

Extension of timelines under the Evaluation Article shall not affect Ivy Academia's right to non-renew employment or release a probationary employee.

#### **7.5 Release During Term of Employment Agreement**

Ivy Academia retains the right to discipline or dismiss unit members at any time during the term of their employment provided its reason is based upon cause as defined below, and

consistent with the principles of progressive discipline (see below) as specified herein. The following independently or collectively may under appropriate circumstances be causes for discipline:

- 7.5.1 Unsatisfactory performance as determined according to this Agreements evaluation procedures;
- 7.5.2 Dishonesty or fraud, including any falsifying of employment records, employment information, or other School records;
- 7.5.3 Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- 7.5.4 Improper or unauthorized use/removal of School equipment, time, materials, facilities or funds;
- 7.5.5 Possession of any firearms or any other dangerous weapons on School premises at any time;
- 7.5.6 Violation of Ivy Academia's drug and alcohol policy on School grounds or during School activities;
- 7.5.7 Conviction of any criminal act;
- 7.5.8 Insubordination, including but not limited to failure or refusal to obey the reasonable orders or directives of a supervisor or member of management;
- 7.5.9 Absence without authorized leave, repeated tardiness or abuse of leave privileges;
- 7.5.10 Unprofessional conduct including, but not limited to, use of profane, abusive or threatening language toward another or violation of staff/student professional boundaries;
- 7.5.11 Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- 7.5.12 Committing of or involvement in any material act of unlawful discrimination or harassment of another individual;
- 7.5.13 Failure to maintain appropriate credential(s) required for the position;
- 7.5.14 Release of confidential information without authorization;
- 7.5.15 Abandonment of position;
- 7.5.16 Persistent discourteous or disrespectful treatment of the public, parents, students or other staff members.

## **7.6 Confidentiality**

- 7.6.1 When imposing discipline, confidentiality shall be maintained consistent with legal requirements.
- 7.6.2 When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.
- 7.6.3 This provision does not restrain designated Mentors from receiving such information that is related to the improvement plan and that is necessary to assisting the unit member to achieve a “Proficient” or better rating in one or more domains.

## **7.7 Pre-Disciplinary Conferences**

- 7.7.1 When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference.
- 7.7.2 Pre-disciplinary actions such as warnings and conference memos are not considered "disciplinary" and therefore are not subject to the grievance procedures.
- 7.7.3 Employees will be given copies of any written warnings or conference memos and a statement of the employee's right to respond.
- 7.7.4 Employees shall have ten (10) work days to respond to any written warning or conference memo, and such response shall be attached to all copies of the warning or conference memo retained by the school. An additional five (5) work days will be provided upon request.
- 7.7.5 All written memoranda and other pre-disciplinary documents will be removed from the unit member's personnel file after the passage of four (4) years without a recurrence of the same or similar conduct. If Ivy Academia chooses to retain the document, it shall be kept in a separate “expired” file and not become the moving basis for subsequent formal disciplinary action.

## **7.8 Access and Response to Critical Material in Personnel Files**

When Ivy Academia receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, or violation of any school policy, the following conditions shall apply:

- 7.8.1 If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the school's receipt of the document. The document shall not be either placed in the personnel file unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
- 7.8.2 If the document came from within Ivy Academia personnel, the investigation required by Section 7.8.1, above, may not be necessary or appropriate, but the remainder of the protections required by Section 7.8.1, including the notice to the employee, shall be applicable.
- 7.8.3 All documents maintained under this section will be removed from the unit member's personnel file after the passage of four (4) years without a recurrence of the same or similar conduct. If Ivy Academia chooses to retain the document, it shall be kept in a separate "expired" file and not become the moving basis for subsequent formal disciplinary action.

## **7.9 Progressive Discipline**

Absent egregious conduct, Ivy Academia shall utilize a discipline process (during the agreement term) which includes the following progression: verbal warning; written warning; written reprimand; suspension without pay; and dismissal.

### **7.9.1 Verbal Warning**

A verbal warning may result in a post-conference summary memorandum. The employee has the right to provide a written response which shall be attached to the memorandum.

### **7.9.2 Written Warning**

A written memorandum may be issued when the verbal warning fails to bring about the proper conduct. The employee has the right to provide a written response which shall be attached to the memorandum.

### **7.9.3 Written Reprimand**

Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the employee has been verbally warned about similar actions within the last four (4) preceding years. The employee has the right to provide a written response which shall be attached to the reprimand.

### **7.9.4 Suspension Without Pay**

Suspension without pay for up to fifteen (15) days shall be carried out in accordance with this Article, but the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this Article and Article X. For suspensions without pay exceeding ten (10) days, the Executive Director(s) shall notify the Commissions on Teacher Credentialing of the reasons for said suspension no later than thirty (30) days from its date.

#### 7.9.5 Dismissal

Dismissal shall be carried out in accordance with this Article.

### **7.10 Discipline Without Progression**

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

### **7.11 Suspension or Dismissal Process**

7.11.1 A written Notice of Intent to Suspend without Pay or Dismiss shall be given to the employee prior to imposing a suspension without pay or dismissal from employment, and shall contain the following information:

- a. The type and effective date of disciplinary action intended;
- b. The reasons for the proposed discipline;
- c. A factual summary of the basis for the charges;
- d. A copy of all written charges, materials, reports, and/or documents upon which the discipline is based;
- e. Notice of the employee's right to respond either orally or in writing; and
- f. The date, time and person to whom the employee should respond in ten (10) working days.

7.11.2 If an employee receives a Notice of Intent to Dismiss, the employee is entitled to receive notice of the charges against him/her as outlined above, and an opportunity to respond to such charges before the Governing Board in closed session if the employee files a request to appear before the Board within five (5) work days of the date of receiving the Notice of Intent to Dismiss. The unit member may appear with a representative of his or her choice, at his or her own cost. This meeting is not an evidentiary hearing.

7.11.3 Within five (5) work days of this meeting, the Board shall render a final decision on the discipline.

## **7.12 Right to Grievance**

7.12.1 Suspensions without pay and dismissals (during the contract term) are subject to the grievance procedure outlined in Article X.

7.12.2 There is no grievance right in the case of the decision to release a probationary employee.

7.12.3 There is no grievance right in the case of a decision to non-renew an employment agreement, except for the case of a contract that should “automatically be renewed” as provided in this Agreement, in which case the grievance remedy to an evaluation report that has been withdrawn or removed on procedural grounds shall include the automatic renewal of the previous employment agreement.

7.12.4 In any arbitration under this Article, Ivy Academia shall proceed first in providing evidence and shall bear the burden of proof by the preponderance of evidence, unless the arbitrator reasonably deems an alternative standard is required except in dismissal cases in which the standard shall be by clear and convincing evidence.

## **7.13 Reference to or Reliance upon the Education Code**

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

## **ARTICLE VIII**

### **CLASS SIZE**

#### **8.1 General Provisions**

The following general provisions and definitions apply to this Article:

- 8.1.1 As used in this Article, the term “unit member” or “position” refers to a full time equivalent (FTE) classroom teacher or position.
- 8.1.2 Core Classes include self-contained classrooms and core classes (English, Mathematics, Social Science, Science and academic electives).
- 8.1.3 The class sizes for School Year 2025-2026 shall be determined in accordance with California Education Code class size limits.

#### **8.2 Average Class Size**

In assigning students to classes, the following guidelines will be observed for School Year 2025-2026: the CDE’s class size range will be observed. In the very unlikely event and for an unforeseen reason the CDE limits are exceeded, a one-time \$500/yr stipend will be provided to the impacted unit member.

- 8.2.1 Counselors, categorically-funded unit members, special education teachers, certificated non-unit employees, and classified personnel shall not be utilized in the computation or application of the class size ratios listed above.
- 8.2.2 This clause shall not be interpreted, applied or construed to require Ivy to acquire, leave, or build additional facilities or to employ additional personnel.

#### **8.3 Equalization of Class Sizes**

- 8.3.1 Ivy shall make a reasonable effort to equalize class size within grade levels/departments.
- 8.3.2 Upon request, the site administrator or designee shall meet with the UTLA Chapter Chair and the affected Department Chair or Grade Level Chair to review class size situations to determine if alternative plans can be developed.
- 8.3.3 Unit members whose primary duties do not include classroom instruction shall be assigned reasonable work duties and/or caseloads appropriate for their job classification. Should such a unit member have concerns about duties assigned and/or caseloads, upon request, the administration shall meet with the unit member and the UTLA Chapter Chair to attempt to remedy the concerns.

## **8.4 Coverage**

- 8.4.1 Coverage is defined as mandated assigned professional duties, including but not limited to covering a class for a teacher who is reported absent due to a substitute shortage, during a unit member's preparation period as defined in Article VI, Hours, Duties and Work Year, of this Agreement.
- 8.4.2 Coverage is to be authorized and assigned by administration only when there is no qualified substitute or qualified non-unit staff member assigned to cover the duties. A substitute vendor remains available.
- 8.4.3 Assignment of unit members for class coverage shall be on an equitable basis. For coverage rendered, unit members shall be compensated for time worked per student (Elementary) or per class/hour (Secondary) in addition to his/her regular salary as authorized and assigned by administration.
- a. Unit members will accept students into their classroom according to the following table:
- |                             |                                      |
|-----------------------------|--------------------------------------|
| 1-5 students for per day    | = \$25 in addition to regular salary |
| 6-12 students per day       | = \$50 in addition to regular salary |
| 13 or more students per day | = \$75 in addition to regular salary |
- b. Unit members who cover a class during his/her preparation period will be compensated at \$25 per class/hour/period in addition to regular salary.
- c. Unit members will be responsible for completing a supplementary timecard signed by the administrator who approved the coverage during that pay period and in accordance with Ivy Academia's Board Adopted Fiscal Policy.

## **8.5 Mentor Teachers**

- 8.5.1 For each unit member who is selected jointly by administration and the UTLA Chapter Chair to assist another unit member in accordance with Article IX, Evaluation & Development Procedures, of this Agreement, the unit member shall receive a stipend of \$500 for each mentee assigned per year.
- 8.5.2 Mentors shall not be assigned more than two mentees per year. Grade Level/Department Chairs can be expected to have two mentees per year without an additional stipend for being a mentor teacher.

## ARTICLE IX

### EVALUATION & DEVELOPMENT PROCEDURES

#### 9.1 Purpose

The evaluation process includes an administrative assessment/observation of evidence concerning the quality of teaching based upon the standards as defined herein. The primary purpose of evaluation is the improvement of the professional practice of all unit members and thereby the improvement of the quality of education for all students of this school.

##### 9.1.1 Evaluation System:

UTLA and Ivy Academia recognize the evaluation process as a framework for on-going opportunities for professional growth and development to improve both teaching and learning. The evaluation process shall provide for instructional growth at every point in the educator's career, give increased help and supervision to struggling educators and ensure ample opportunities for leadership development. Further, the process will provide relevant and constructive feedback, including opportunities for peer involvement for advisory and support purposes, and integration with professional development and the necessary resources for teachers to improve their practice and enhance student learning.

##### 9.1.2 Employment Status:

The establishment of any required assistance or improvement plans under this article will not alter any rights of the employer concerning employment status as defined in this agreement.

##### 9.1.3 Standards:

- a. The evaluation standards to be utilized at Ivy are the California Standards for the Teaching Profession.
- b. Unit members in non-teaching positions shall have the option to use appropriate professional standards in their evaluation. These unit members shall present the appropriate professional standards to his/her evaluator no later than one week prior to the goal setting conference.

##### 9.1.4 Days:

For the purpose of this Article, "day" refers to a workday unless otherwise stated.

##### 9.1.5 Extension of Timelines:

If any of the activities called for under this Article are impracticable because of the illness or absence of the unit member or evaluator, timelines set forth in this Article shall be extended to an equal number of days as the absence or illness.

9.1.6 Notice of Conferences:

When an evaluator holds a conference under this section, the unit member will be given a least twenty-four (24) hours' notice, except as otherwise stated herein.

**9.2 Evaluator**

9.2.1 The unit member's Principal or designated administrator shall be responsible for evaluating the unit member.

9.2.2 A unit member may not evaluate another unit member.

**9.3 Process for Evaluation**

9.3.1 Goal Setting Conference

- a. All unit members shall meet with their evaluator to set annual goals no later than the end of the 5<sup>th</sup> week of instruction. At the Goal Setting Conference, the following items shall be discussed: objectives, standards, and evidence to be achieved during the evaluation period, including the unit member's student learning goals. The unit member and the evaluator will work collaboratively to discuss and reach agreement on the unit member's objectives for the year and the strategies that the unit member will use to achieve those objectives.
- b. For employees hired after the first week of instruction, the goal setting conference will occur by the end of the fourth (4<sup>th</sup>) week of employment.
- c. In lieu of the conference, Just Cause (post-probationary) unit members may submit a Goal Setting Form by the end of the fourth (4<sup>th</sup>) week of instruction. If the administrator determines that a goal setting conference is necessary, it will be held by the end of the sixth (6<sup>th</sup>) week or as soon as practicable.
- d. During the course of the evaluation period, circumstances may change which require modification of the original goals, strategies, and/or objectives. The evaluator and/or unit member may initiate discussions and propose a change of these goals, strategies, and/or objectives (those to be reached by mutual agreement).

9.3.2 Observations

Observations may be scheduled or unscheduled and will be at least thirty (30) minutes in length. Observations shall be conducted for probationary teachers at least three (3) times throughout the year. For Just Cause teachers being evaluated, at least two (2) observations may be conducted throughout the year. If, during an observation, the evaluator notices serious concerns, then the evaluator must meet with the unit member within five (5) workdays, or within a reasonable time as agreed by the evaluator and the unit member, to discuss these concerns. In said discussion, concerns should be noted with specific written recommendations for improvement as well as meaningful guidance and assistance necessary to help the employee improve performance. Each observation shall utilize the appropriate forms. See form to be inserted as Appendix E.

a. Scheduling:

Scheduled Observations shall be planned at least five (5) workdays in advance.

b. Pre-Observation Conference:

Scheduled Observations may be pre-conferenced and shall be mutually arranged to take place at least forty-eight (48) hours in advance of the observation. The pre-conference is to review the lesson and include discussion of the lesson and the unit member's planned strategies that demonstrate development of his/her objectives and how the CSTP standards will be met.

c. Post-Observation Conference:

The evaluator and the unit member will meet within five (5) working days to review an observation. The conference shall include a discussion of the standards observed during the observation, the administrator's observations, the unit member's self-reflection, any professional evidence submitted, and the evaluator's recommendations for improvement. The evaluator will offer appropriate counseling and assistance as needed.

d. Post-Observation Report with Recommendations, Guidance & Assistance:

Within five (5) working days of the conference, the evaluator will provide the unit member with a written observation report. If the evaluator notes any serious concerns, the observation report must include specific written recommendations for improvement as well as meaningful guidance and assistance necessary to help the unit member improve performance. The evaluator and the unit member will sign a copy of the observation report. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

### 9.3.3 Walkthroughs

Walkthroughs are ongoing, unannounced, and typically shorter in duration than observations. Walkthroughs will occur throughout the year. Unless requested by either the observer or teacher, no meeting is required. Any concerns which could result in a negative evaluation shall be noted in writing. The observer shall keep a log, including date and time, of each walkthrough performed with each unit member. Two (2) Walkthroughs may be used in lieu of one (1) Observation.

### 9.3.4 Correcting Deficiencies

In the case of serious concerns noted in an observation, the evaluator shall take action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include providing evidence of the deficiency in meeting standards and recommendations for improvement. The evaluator shall offer direct assistance to implement such recommendations. Provision of additional resources to assist with improvement may include but is not limited to the following: support from director/teacher leader, support and coaching, professional development, observation of demonstration lessons, administrator determined and accompanied visitations to other classes and other techniques to measure improvement, time scheduled to monitor progress.

### 9.3.5 Final Evaluation Report

- a. The Executive Director or designated administrator shall produce the Final Evaluation of each teacher, based upon information gathered from observations, walkthroughs, and conferences as it relates to the CSTP. Any deficiencies which have been brought to the attention of the unit member shall either be noted as corrected or not corrected. The Final Evaluation shall include an overall summary performance rating that will serve as the official record documenting the teacher's overall performance. The Final Evaluation form shall utilize the following summary performance ratings: **Proficient, Needs Improvement, and Unsatisfactory.**
- b. Once offered employment contracts, unit members are expected to maintain an overall performance rating of Proficient.
- c. A Final Evaluation conference between the unit member and evaluator shall be held no later than twenty (20) calendar days prior to the last day of the unit member's work year, whichever comes first. Each unit member has the right to be accompanied by a UTLA representative if being issued an overall **Unsatisfactory** evaluation.
- d. The unit member shall have ten (10) calendar days to review the Final Evaluation and add a written response. Any written response of the unit

member to the evaluation shall be attached to the Final Evaluation and included in the unit member's personnel file. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

- e. Any deficiency noted in the Final Evaluation will be clearly stated by the evaluator. Specific recommendations will be made as to necessary action to correct the deficiency and any relevant assistance that may be given toward correcting the deficiency.

## **9.4 Improvement Plans**

Any unit member who is at risk of receiving a Final Evaluation of Unsatisfactory shall be placed on an improvement plan. Two (2) consecutive years with an Unsatisfactory rating in the same area may result in release from employment.

9.4.1 Improvement plans are intended to provide support to unit members on a specific area of challenge and to recommend preventive measures to address any serious deficiencies.

9.4.2 Improvement plans shall include the following:

- a. NOTIFICATION to the unit member that deficiencies exist
- b. An EXPLANATION of deficiencies and suggested corrections
- c. If appropriate administrative, supervisory and/or peer ASSISTANCE, and
- d. A reasonable and clear TIME for the unit member to demonstrate correction of deficiencies.

## **9.5 Mentor Program**

9.5.1 Purpose:

The Mentor Program focuses on enhancing educator quality by recognizing and utilizing experienced and skilled educators at Ivy Academia as mentors for unit members needing to improve their instructional practice and professional competencies.

9.5.2 Assignment of Mentors:

Any unit member who is issued an Improvement Plan shall be assigned a Mentor when appropriate. Mentors shall be assigned by written notification by the Evaluator. Unit members who are not issued Improvement Plans, but wish to access the services of a Mentor, may request a Mentor. Mentors shall be mutually agreed upon.

9.5.3 Duties and Responsibilities of Mentors shall include:

- a. Review the unit member's improvement plan, in collaboration with the unit member, to establish objectives and supporting activities for the unit member.
- b. Meet on a regular basis with the unit member and conduct classroom visitations and observations. Maintain a log documenting such activities and assistance provided. (See Appendix E.)
- c. Assist the unit member in accessing appropriate professional development activities, including communicating to the administration support needs that require administrative authorization.

9.5.4 Workload:

Mentors shall not be assigned more than two (2) mentees per year.

9.5.5 Release Time:

With administrative approval, mentors shall receive necessary paid release time from his/her regular duties to fulfill his/her duties and responsibilities defined above in Section 9.5.3. Mentors shall receive a minimum of two (2) hours of paid release time per semester to fulfill their duties.

**9.6 Grievance Procedure**

Any claimed procedural violations of this Article may be addressed through the Grievance procedure of Article X. If the matter advances to Arbitration, Ivy shall proceed first in providing evidence and shall bear the burden of proof by a preponderance of evidence.

## **ARTICLE X**

### **GRIEVANCE PROCEDURES**

#### **10.1 Definitions & General Conditions**

- 10.1.1 A grievance is a claim by one or more of the members of UTLA or by UTLA, on behalf of its members or itself, that there has been a violation or misapplication of the Agreement which has adversely affected the member or member(s).
- 10.1.2 All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement.
- 10.1.3 The respondent in any grievance shall be Ivy itself rather than any individual administrator. Processing and discussing the merits of a grievance shall not be considered a waiver by the Charter School of a defense that the matter is not arbitrable or should be denied for other reasons that do not go to the merits.
- 10.1.4 As used herein, “day” refers to a regular workday when Ivy is open as a regular workday for a majority of Ivy unit members.
- 10.1.5 For purposes of this Article, any document that is required to be “in writing” may be sent via email.

#### **10.2 Informal Procedure**

- 10.2.1 The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a Union Representative, with the object of resolving the matter informally. The grievant may, however, authorize a UTLA Representative to represent him/her. The administrator may request that such authorization be in writing.
- 10.2.2 This discussion must be requested in writing to the appropriate administrator, with a copy to the Executive Director, within fifteen (15) days of the alleged violation or within fifteen (15) days of when the grievant had knowledge of the facts concerning the alleged violation.
- 10.2.3 The written request shall contain the following information:
1. Name(s) of the grievant(s),
  2. The date of the request and the date of the alleged violation(s) or the date the grievant became aware of such,
  3. A brief summary of the facts, and any section(s) of this Agreement that the grievant believes to be relevant.

10.2.4 A meeting between the grievant and the administrator shall take place within five (5) days of the written request for the informal conference. The administrator shall reply in writing within five (5) days following the informal conference. If any of the information set forth in Section 10.2.3 is missing from the written request, the meeting will be postponed until that information has been provided.

### **10.3 Level 1: Formal Procedure**

10.3.1 If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) days after the conclusion of the informal procedure, or, if no conference was held, no later than ten (10) days after the written request.

10.3.2 Within five (5) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and a UTLA Representative in an effort to resolve the matter.

10.3.3 Within five (5) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

### **10.4 Level 2: Formal Procedure**

10.4.1 Within five (5) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Executive Director.

10.4.2 Within ten (10) days of receiving the appeal, the Executive Director shall meet with the aggrieved teacher and a UTLA Representative in an effort to resolve the grievance.

10.4.3 Within five (5) days of the meeting, the Executive Director shall respond with a decision in writing.

### **10.5 Level 3: Mediation & Arbitration**

10.5.1 If the grievant is not satisfied with the decision rendered at Level 2, the parties may proceed to mediation if both parties agree to do so.

10.5.2 If mediation does not result in a resolution of the grievance, UTLA in its own discretion may submit the grievance to final and binding arbitration upon written notice to the Executive Director within five (5) days.

10.5.3 The UTLA Representative and the Executive Director shall meet within five (5) days of notification to select a neutral arbitrator. The arbitrator shall be jointly selected by UTLA and Ivy, or shall be selected from the following list by

alternatively striking names until only one remains. UTLA and Ivy may by mutual written agreement revise the list.

1. Irene Ayala
2. Mark Burstein
3. Doug Collins
4. Walter Dougherty
5. Wayne Estes
6. Joseph Gentile
7. Isabel Gunning
8. Joe Henderson
9. Kenneth Perea
10. Guy Prihar
11. Michael Prihar
12. Terri Tucker
13. Louis Zigman

If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within sixty (60) days.

- 10.5.4 Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- 10.5.5 The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 10.5.6 The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.
- 10.5.7 The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded.
- 10.5.8 The arbitrator's award shall be final and binding upon the grievant(s), Ivy, and UTLA. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), Ivy, and UTLA in any subsequent proceedings.
- 10.5.9 All fees and expenses of the arbitrator shall be shared equally by UTLA and Ivy. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own

expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

## **10.6 Miscellaneous**

- 10.6.1 The grievant and UTLA representative (if a member of the bargaining unit) shall be provided with reasonable release time to attend any grievance meetings with Ivy. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 10.6.2 Where a grievant is not represented by UTLA, Ivy shall promptly furnish to UTLA (at its central office, care of the Director of Organizational Services) a copy of the grievance. If the grievance is withdrawn without a settlement, Ivy shall so notify UTLA. Ivy shall not agree to a final resolution of the grievance until UTLA has been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter. Notwithstanding this subsection, the decision to advance a case to Level 3 Arbitration rests solely with UTLA.
- 10.6.3 There shall be no reprisals against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

## **ARTICLE XI**

### **SAFETY**

- 11.1** Employees shall be responsible to report, in writing, to the immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition.
- 11.2** It is Ivy's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within Ivy. Ivy shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.
- 11.3** Unit members who are authorized by Ivy to drive students on an extra-curricular (school sponsored) field trip shall have the prior approval of the Executive Director or designee. At a minimum, all drivers shall present a valid driver's license and proof of liability insurance. As required by State Law, in case of accident, the driver's insurance shall be primary, the School's secondary. Employees shall continue to assume liability for their own vehicles.
- 11.4** Unit members shall immediately report cases of assault or attacks suffered in connection with their employment to their Executive Director or immediate supervisor and to the local law enforcement. There shall be no reprisals to the unit member for making reports to law enforcement.
- 11.5** In responding to disruptive persons on campus, unit members may request Ivy to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of Ivy but may include ouster (removal) measures or possibly injunctive (restraining order) relief.
- 11.6** Unit members will be notified when a student on their roster has been suspended or expelled, including (when known) newly enrolled students who were suspended or expelled from their previous school. If authorized by law, unit members shall be notified concerning any students under their care who are subject to an IEP or 504 Plan which identifies any specific dangerous propensities of such students.
- 11.7 School Safety**

Ivy shall develop (and annually review) and make available an Emergency Plan and Safe School Plan to employees. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, security breaches, and emergency closures. When preparing these plans, Ivy shall take into consideration health and safety for persons with disabilities. Within the first three (3) months of each school

year, the plans referenced above shall be reviewed and appropriate training as required by the plans shall take place.

11.7.1 Ivy shall make reasonable efforts to obtain input from unit members, including allowing unit members to serve on the appropriate committees. Unit members who participate in such committees shall fulfill their committee participation requirements under Section 6.3.3.

## **ARTICLE XII**

### **ASSIGNMENTS AND VACANCIES**

#### **12.1 Definitions**

- 12.1.1 An “Assignment” is the initial placement of a unit member in a grade or content area for which he/she holds an appropriate credential for that school year.
- 12.1.2 A “Re-assignment” is the change of the initial placement of a unit member from one grade or content area to another grade or subject area after the initial placement has been announced to the unit member.
- 12.1.3 A “Vacancy” is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

#### **12.2 Assignments**

12.2.1 No later than April 1 of the school year, each unit member will be provided an opportunity to inform Ivy of his/her teaching assignment preference for the following school year. In determining initial assignments for the following school year, assignments (which may include a change in grade level or content area from the previous year) will be determined by Ivy using the following criteria (in no particular order):

- a. Credential(s) Held and Experience
- b. Unit Member Preference (based on most recent teacher interest form)
- c. Administrative Input
- d. The instructional needs of the school

Ivy Academia shall make reasonable efforts to place unit members in their first choice preference. Assignments shall not be changed except as specified in Sections 12.3 and 12.4 of this Article.

12.2.2 Unit members who have signed and returned their employment agreements shall be notified of their final assignments for the next school year on or before the last day of instruction unless enrollment or student course requirements would require a change in assignment as determined by Ivy Academia and in accordance with this article.

#### **12.3 Voluntary Reassignments**

12.3.1 A unit member may request a reassignment when a vacancy exists, but absent compelling circumstances regarding educational program needs, no voluntary reassignment will be permitted after October 1.

12.3.2 Vacancies shall be posted and filled in accordance with section 12.5 of this article. For voluntary reassignment requests, Ivy Academia shall notify the unit member via email if the unit member was not selected to fill the vacancy.

12.3.3 If a request for reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. The unit member may request a UTLA representative be present during the meeting.

#### **12.4 Involuntary Reassignments**

Involuntary reassignments of a unit member shall be made by the Ivy administration only for good cause related to changes to enrollment or programmatic changes as follows:

12.4.1 Ivy Academia will determine positions needed by grade level and content area. Ivy will try to fill the positions needed by first seeking qualified and capable volunteers by grade level, content area and needed credential.

12.4.2 Ivy Academia will involuntarily reassign the unit member by grade level, content area and needed credential. If a teacher is involuntarily reassigned less than two (2) weeks prior to the first day of instruction, the teacher will be entitled to the equivalent of one (1) day of preparation time. The configuration of such time will be by mutual agreement, but if no agreement is reached will be at the discretion of the School and may be release time with substitute coverage as scheduled by the School or paid time.

#### **12.5 Posting of Vacancies**

12.5.1 For all vacant positions, Ivy shall advertise all vacant positions internally and shall notify all staff via email a list of vacancies as they become available. The list shall contain:

- a. A closing date which is five (5) working days following the posting date
- b. A job description, and
- c. Credentials and qualifications necessary to meet the requirements of the position.
- d. If Ivy receives more than one (1) applicant, the Selection/Hiring Committee (see below) shall select one of the candidates to fill the position, unless, neither of the applicants/candidates meets the minimum qualifications.

- e. Ivy shall notify the unit member if the unit member was not selected to fill the vacancy.

12.5.2 Current employees will be given preferential consideration for assignments to all vacancies for which they are qualified.

## **12.6 Selection/Hiring**

The Executive Director shall make a reasonable effort to invite any appropriate grade level or subject specific teacher to participate along with administration in the hiring process whenever a vacancy needs to be filled. To be eligible, the teacher must be in good standing and attend any training conducted by Ivy Academia.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **13.1 Sick Leave**

- 13.1.1 All employees who have worked at least thirty (30) days at Ivy shall accrue ten (10) days of sick leave with full compensation per school year. Unused sick leave shall accrue without limit. Part-time unit members who have worked at least thirty (30) days shall receive twenty-four (24) hours of sick leave on the first day of service, but these unused sick days will not accrue.
- 13.1.2 A unit member can use paid sick leave for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or person who stood in loco parentis when the unit member was a minor child), spouse or registered domestic partner, grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.
- 13.1.3 An employee who is employed for less than a full school year shall have that leave prorated.
- 13.1.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.
- 13.1.5 An employee who leaves Ivy who has used more leave than earned shall have the cost of the excess leave deducted from his or her final paycheck.
- 13.1.6 Employees are expected to call the school site number or their designated supervisor prior to the start of the workday to report an absence. For absences of three (3) consecutive workdays or more, Ivy may require physician verification. If requested, employees may be expected to present a physician's statement certifying the employee's fitness to return to duty after illness.
- 13.1.7 Upon retirement, the employee's accrued sick leave, if any, may be applied toward service credit in accordance with the State Teachers Retirement System ("STRS") regulations.

#### **13.2 Personal Necessity Leave**

- 13.2.1 Subject to the conditions herein, all employees may use up to four (4) days of sick leave for personal necessity leave per year.
- 13.2.2 Uses of personal necessity leave may include death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of a child making it necessary for an employee who is the parent (including non-birth parent) of the child to be absent from his/her position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot reasonably be conducted outside of the workday.
- 13.2.3 Employees must request personal necessity leave at least one (1) week in advance unless a verifiable emergency situation occurs.
- 13.2.4 Use of personal necessity for reasons other than those set forth in Section 13.2.2, above, is permitted with advance notice of two (2) or more weeks and approval from the Executive Director or designee, but must not occur during the first or last week of school, the week prior to and during State testing, or adjacent to a School holiday or break.

### **13.3 Unpaid Leave of Absence**

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

### **13.4 Organizational Leave**

- 13.4.1 Upon request of both UTLA and the employee, an organizational leave of absence shall be granted to an employee who is elected to office within UTLA.
- 13.4.2 UTLA shall fully reimburse Ivy for all expenses of the organizational leave, including salary and benefits.

### **13.5 CFRA/FMLA Leave**

Ivy shall comply with the California Family Rights Act and the federal Family Medical Leave Act, and shall maintain compliant policies with all related legal requirements.

### **13.6 Pregnancy Disability Leave**

Ivy shall comply with the Pregnancy Disability Leave Act, and shall maintain compliant policies with all related legal requirements.

### **13.7 Industrial Illness/Workers' Compensation**

Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

### **13.8 Bereavement Leave**

13.8.1 Unit members may use up to three (3) days of bereavement leave within California or five (5) days if travel is required out of State per event to attend the funeral of members of the immediate family. Immediate family includes parent, spouse, domestic partner, child, grandchild, brother, sister or grandparent by blood or by marriage. It further includes any family member residing in the home of the employee. This leave shall not be deducted from the employee's sick leave bank.

13.8.2 If more than one such death occurs simultaneously, the leaves may be taken consecutively.

13.8.3 Unit members may use sick leave to attend the funeral of a personal friend or a relative not listed as immediate family.

### **13.9 Jury Duty Leave**

The mutual intention of Ivy and UTLA is that jury duty be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction and School operations will not be adversely affected. Unit members, while serving jury duty, shall receive full pay during such duty, for up to ten (10) working days. Unit members continue to be responsible for reasonable professional obligations (including, but not limited to, lesson planning and communicating with the substitute teacher, colleagues, and parents) and must report to work on any day, or portion thereof, that is not actually spent in the performance of jury service. A unit member required to serve longer than ten (10) days may apply to the Executive Director for additional paid leave. Any amount received for jury duty service, excluding expenses, must be paid over to Ivy. Employees shall notify the Ivy Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Employees shall make every reasonable effort to postpone jury duty service to a time when school is not in session. Upon return to work, employees shall submit a copy of a certificate of service, or similar proof of service.

**13.10 Military and Military Spousal Leave of Absence**

Ivy shall comply with all applicable military service leave laws, including USERRA, and shall maintain compliant policies with all related legal requirements.

**ARTICLE XIV**  
**COMPENSATION**

**14.1 Ivy Salary Schedule**

The Ivy Salary Schedule is attached as Appendix B. Step and Class placement of each unit member shall be determined by the guidelines defined in this Article. The ways in which minimum requirements shall be met for the Ivy Salary Schedule are a bachelor's degree conferred upon completion of a standard four-year college course, or possession of a Special Secondary Limited Industrial Arts Credential, Special Secondary Vocational Class A Credential, or any Designated Subjects Teaching Credential with Specialization in Vocational Trade and Technical teaching (CTE).

[Special "Grandfather" Clause for 2022-2023 Implementation of New Salary Schedule

Unit members whose base compensation would result in a decreased amount, or an increase of less than one percent (1%), shall have their base salary that they would have earned in 2022-2023 under the previous salary schedule converted into a "grandfathered base salary." Based on the 2021-2022 schedule that includes the provisional 3% increase, Ivy Academia shall re-assign the unit member to a place on the salary table that is nearest but not less than the grandfathered salary amount, and the unit member will remain there until such time as professional units meet the current agreement.]

**14.2 Step (Years of Creditable Experience) Advancements**

14.2.1 Step advancements on the salary schedule are effective on the beginning date of the school year immediately following the school year in which the unit member was employed. Unit members shall advance one (1) step (or row) for each year of creditable service until the maximum step has been reached. Effective July 1, 2025, all UTLA bargaining unit members shall receive an eighteen (18%) on-schedule wage increase applied to all pay scale classes and steps on the base salary tables as indicated in Appendix B. Secondary teachers will be required to teach three (3) blocks per day and will be compensated at an additional \$12,000 for doing so, for the 2025-2026 school year. Unit members shall participate in after school tutoring for two 3-week sessions, 4 days a week, 1 hour/session and unit members shall be compensated at the extra duty rate. Unit members shall work 1 hour/week to work on enrollment at their discretion and unit members shall be compensated at the extra duty pay rate. Unit members shall work one club/week during the lunch period and unit members shall be compensated at the extra duty rate.

14.2.2 Credit for prior years' experience for placement on the salary schedule for unit members new to Ivy shall be granted as follows:

- a. Certificated experience under contract at a U.S. public or private accredited K- 12 school: up to ten (10) years at Ivy Academia's discretion with additional years of experience for shortage fields and/or hard to fill positions, at the Executive Director's discretion.
- b. For purposes of this Section, a year is defined as service for 75% of the instructional day and duty year (August 1-July 31).
- c. Military and/or Peace Corps: a maximum of two years' credit will be granted, upon acceptable proof of satisfactory service, toward the number of years set forth in sub-section "a" above.

14.2.3 For the purpose of recruiting highly qualified candidates or for candidates in shortage areas (i.e., Special Education, Mathematics, Bilingual etc.), Ivy Academia, at its discretion, may provide a newly hired unit member an initial salary table placement that is higher than where they would have been placed solely on their valid experience and education. In such circumstances, Ivy Academia shall provide the UTLA Chapter Chair with a written notification that shall include the unit member's name, their salary table placement based solely on valid experience and education, their alternative salary table placement based on Ivy Academia's discretion, and a brief explanation of why the unit member received an alternative (higher) initial placement.

### 14.3 Schedule (Education) Advancements

Schedule advancements on the salary schedule shall conform to the following:

- 14.3.1 Unit members shall advance to the next Class (or column) on the salary schedule (e.g., from I to II) after completion of the requisite number of units or degree and after providing documentation including official transcripts of approved units or degree to Ivy Academia as per the verification process as defined herein. For credit, the coursework must be related to the teacher's assignment as determined by Ivy Academia.
- 14.3.2 Eligibility for Career Increments: An employee being paid on the maximum step of the Salary Schedule (Appendix B) is eligible for a career increment as soon as the requirements set out below are met.
  - a. To be eligible for the first career increment, the employee must have been paid at on the maximum pay scale group (Class VIII, Step 14) for five qualifying years.
  - b. To be eligible for all subsequent career increments, the employee must have been paid at the previous career increment for five (5) qualifying years.

- c. For purposes of this Article, a qualifying year constitutes 75% or more of the instructional days.
- d. Service rendered previous to a break in service that was greater than thirty- nine (39) months shall not be considered.

- 14.3.3 One (1) semester unit equals one (1) unit on the salary schedule. One (1) quarter unit will be converted at a rate of 2/3 semester units for each quarter unit taken. See Appendix C.
- 14.3.4 Upper division and graduate courses taken at an accredited college/university toward a higher degree (Master's, Doctorate) do not need pre-approval.
- 14.3.5 Lower division course work may only be granted with pre-approval for classes directly related to the unit member's assignment.
- 14.3.6 Workshops may only be granted with pre-approval for professional development directly related to the unit member's assignment. One (1) semester unit will be based on fifteen (15) class hours.
- 14.3.7 Distance learning coursework will be granted only with pre-approval considering a number of factors including but not limited to rigor, and applicability to the unit member's assignment.
- 14.3.8 Salary point credit for repeat coursework shall not be allowed except with prior written approval of the Executive Director.
- 14.3.9 Step advancements apply to approved coursework, as defined above, completed after a unit member has been awarded a Bachelor's degree.
- 14.3.10 Pre-Approvals shall be submitted to the Executive Director or designee who will respond within two (2) weeks of the request. Pre-approvals shall not be denied for arbitrary or capricious reasons.

## **14.4 Verification Process**

### **14.4.1 Adjustments**

Unit members are required to verify course work (by unofficial transcript with an official transcript to follow within ninety (90) days), experience, and military service. Final placement on the schedule is contingent upon receipt of such verification. Salary advancement on the salary schedule will be adjusted annually, on April 15, and will be applied effective the beginning of the following school year.

#### 14.4.2 Initial Placement of Class

Unit members shall be placed on the appropriate Class of the Salary Schedule after providing Ivy Academia with documentation and official transcripts of qualifying coursework and/or degree as defined above. All official transcripts shall be submitted to the Executive Director or designee within thirty (30) days of hire.

14.4.3 Lower division coursework completed prior to employment at Ivy, but subsequent to being awarded a Bachelor's degree, shall be credited for initial placement of Class provided that such coursework is directly related to the unit member's assignment.

### 14.5 Stipends and Differentials

#### 14.5.1 Educational Differentials:

The educational differentials will be paid with half the amount each semester.. The following stipends will be awarded for the following educational degrees/certifications:

- a. National Board Certification: Additional ten percent (10%) base salary compensation: five percent (5%) in recognition of the certification (2.5% each semester) and an additional five percent (5%) upon completion of 50 hours of professional duties outside the normal duties and hours. \$2000/year (Cannot be combined with "Extra Duty, Extra Pay" Opportunities.)
- b. Master's Degree: \$600 (\$300 per semester). Degree must have been awarded by a regionally accredited university.
- c. Doctorate Degree: \$1200 (\$600 per semester). An employee with a masters degree and a doctorate degree shall receive the doctorate differential only. Degree must have been awarded by a regionally accredited university.

#### 14.5.2 Extra Duty, Extra Pay Opportunities:

Unit members may earn \$35 per hour for approved extra duty assignments provided the paperwork is submitted within the pay period. Specific assignments and the relevant pay periods are list in **Appendix F**.

#### 14.5.3 Athletic Stipends:

The following athletic stipends will be paid at the end of the season once the keys, uniforms and equipment are returned.

- a. Coaching (CIF): Up to \$1800 depending on sport, High School only, paid at end of season.
- b. Assistant Coaching (CIF) if approved prior to the start of season: Up to \$700, depending on sport, High School only, paid at end of season.
- c. Intramural sports: Up to \$1250 depending on the sport, length of season, and number of participants..

## **ARTICLE XV**

### **HEALTH BENEFITS**

**15.1** Ivy shall make available to full-time unit members health and welfare benefits in accordance with the applicable plan(s) as set forth in Appendix D. Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s).

**15.2** Consistent with a unit member's duration of employment, Ivy shall contribute the following amounts toward medical, dental and vision benefits per full-time unit member:

**15.2.1 Full-Time Unit Member:**

- a. The Ivy Contribution is 100% of premium cost of the available HMO plans (Kaiser or Blue Shield) and 100% of premiums for dental and vision for full-time unit members.
- b. For PPO participants, the Ivy Contribution is 100% of premium cost of the HMO plan (Blue Shield) and the unit member is responsible for the difference of the premium cost of the HMO plan and the premium cost of the PPO plan.

**15.2.2 Dependents:**

- a. The Ivy Contribution is 45% of premium cost of the available HMO plans (Kaiser or Blue Shield) for dependents. Dependents aged 0-18 are covered for dental and vision under the medical plans. The unit member is responsible for 55% of the chosen HMO plan for their dependents, and 55% of the premiums for dental and vision for dependents.
- b. For PPO participants, the Ivy Contribution is 45% of premium cost of the HMO plan (Blue Shield) for dependents. Dependents aged 0-18 are covered for dental and vision under the medical plans.. For dependents, the unit member is responsible for 55% of the HMO plan (Blue Shield) AND the difference of the premium cost of the HMO plan and the premium cost of the PPO plan. The unit member is responsible for 55% of the premiums for dental and vision for dependents over the age of eighteen (18).

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

**15.3** At least once annually, prior to the open enrollment period, Ivy will provide written information to unit members and answer questions regarding plan options, costs and benefits. Depending upon whether employees are present when new benefit information becomes available prior to an open enrollment period, Ivy shall also schedule a staff-wide presentation to explain benefit plans and related information.

- 15.4** Ivy shall provide for each full time unit member Basic Life and Accidental Death and Dismemberment insurance (\$20,000 coverage) at no cost to such unit members. Ivy shall continue to make available additional supplemental insurances (American Fidelity/Legal Shield) at the expense of the unit member.
- 15.5** Ivy shall provide retirement benefits through STRS consistent with legal requirements. Ivy shall make available an employee-sponsored 403(b) plan consistent with Article XVII of this Agreement.

## **ARTICLE XVI**

### **REDUCTION IN FORCE**

#### **16.1 Scope**

Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Prior to considering any layoff of unit members, the Executive Director shall meet with the UTLA Chapter Chair to discuss the impact of the layoff. Ivy's decision to conduct a layoff is not subject to grievance.

#### **16.2 Notice**

Unit members subject to layoff during the school year shall be provided final notice not later than eight (8) full calendar weeks after the first instructional day of that school year. Final notice of layoff for reduction in force occurring at the end of a school year shall be provided by Ivy no later than thirty (30) calendar days prior to the last day of instruction. This notice requirement does not include probationary unit members who are at-will unit members. At the beginning of each school year, Ivy may utilize temporary teachers to serve on at-will temporary teaching contracts for up to ninety (90) school days in order to avoid layoffs and allow for adjustment/leveling of classes. Should such a temporary teacher be employed beyond ninety (90) days, that teacher's service shall be converted to a first year probationary position in accordance with Article VII.

#### **16.3 Procedure**

If layoffs take place, the following procedure shall be followed:

16.3.1 The Administration determines the grade level (elementary) or department (secondary) in which the layoff will occur.

16.3.2 If the reduction in force will be in an elementary program (one that requires a multi-subject credential) layoffs must be issued in reverse seniority order, except any teachers with a current "Distinguished" rating shall be last to be laid off regardless of their years of service to Ivy.

16.3.3 If the reduction in force will be in a secondary program (one that requires a single subject credential) the administration will designate the subject field(s) that will be subject to the reduction in force, and the layoff(s) must be issued in reverse seniority order within the designated subject fields, except any teachers with a current "Distinguished" rating shall be last to be laid off regardless of their years of service to Ivy.

16.3.4 For purposes of Reduction in Force, probationary unit members, who are "at-will" employees do not have seniority and can be released at Ivy's discretion.

## **16.4 Order of Lay-Off**

- 16.4.1 For purposes of this Article, a unit member's seniority date is the date on which he or she began regular employment. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For the purpose of this article, a break in service is defined as the unpaid leave of absence of more than 12 months or a separation of employment.
- 16.4.2 In the event two or more Post-Probationary unit members share the same seniority date, the tie will be broken by random lottery conducted in the presence of at least one UTLA representative and those unit members who are at risk of lay-off.

## **16.5 Rehire List**

Post probationary unit members who have been laid off shall be placed on a reemployment list for a period of 12 months following the effective date of the layoff and shall be offered reemployment in order of seniority as defined herein:

- 16.5.1 If and when a position opens, it must be offered to the highest ranked unit member on the Rehire List who holds the appropriate certification. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have five (5) calendar days from the date of the notice to respond to the offer.
- 16.5.2 Unit members who decline an offer of reemployment for a position requiring the same credential as the position from which they were laid off will be removed from the Rehire List and will have to reapply for consideration of future employment.
- 16.5.3 Unit members who decline an offer of reemployment for a position requiring a different credential from the position from which they were laid off will continue to be on the Rehire List but they will no longer be eligible for a reemployment offer for a position requiring a credential for the position they declined.
- 16.5.4 No prospective employee may be offered a position until every qualified unit member on the Rehire List has been offered reemployment for a position requiring that credential.
- 16.5.5 When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.

## **16.6 Grievance Procedure**

- 16.6.1 Ivy's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this

Agreement. Probationary unit members who are at-will may not grieve an alleged violation under this article.

16.6.2 In the event that Ivy makes an error with respect to the procedures and criteria noted in Sections 2 and 3 herein, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

## **ARTICLE XVII**

### **RETIREMENT**

**17.1** California Teachers Retirement Systems (“CalSTRS”)

17.1.1 Consistent with any legal requirements, Ivy shall continue to make retirement contributions for eligible unit members to Cal STRS.

17.1.2 In the event of any CalSTRS reporting errors, Ivy shall initiate corrective action with CalSTRS within twenty (20) work days of notification by the employee.

**17.2** Ivy shall continue to make available an employer-sponsored 403(b) pre-tax retirement plan.

The following conditions shall apply:

17.2.1 Consistent with any plan-specific entry dates, to be eligible for participation in the 403(b) plan, the unit member must work twenty (20) or more hours per regular work week.

17.2.2 Conditions and requirements as stated in the applicable plan shall govern administration of the plan.

17.2.3 Participating unit members may contribute to the plan by means of a salary reduction up to legal and plan limits.

17.2.4 Each year, Ivy shall make matching contributions of up to \$2,000 per unit member.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

#### **18.1 Assignability**

18.1.1 This Agreement is assignable so long as the assignment is consistent with any applicable legal requirements.

18.1.2 Prior to any decision to change corporate status, dissolve or merge by choice of Ivy and wherein Ivy would no longer be the public school employer under the EERA, Ivy shall consult with UTLA and will review any suggested proposals concerning the intended action. However, such decisions are not subject to negotiations between the parties and as such the Board retains the right to take final action.

#### **18.2 Individual Contracts**

Any individual contract executed between Ivy Academia and a unit member shall be subject to and consistent with terms and conditions of this Agreement. This Agreement shall supersede rules, regulations or practices of Ivy Academia which are contrary to or inconsistent with its terms.

#### **18.3 Subcontracting**

18.3.1 The parties to this Agreement recognize that the duties and work performed by the bargaining unit as described in the Recognition Article of this Agreement shall be performed only by bargaining unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

18.3.2 Any changes to this provision shall be subject to the meeting and negotiating process described in the Educational Employment Relations Act.

18.3.3 Insofar as negotiation is required over the appropriateness of the placement of any newly created positions, such matters shall first be discussed by the parties and then subject to the unit clarification provisions of the Educational Employment Relations Act.

#### **18.4 New Schools**

Insofar as Alternative Schools, Inc., dba Ivy Academia, remains the public school employer of certificated employees in any new school or campus, such new employees shall be members of the bargaining unit.

#### **18.5 Maintenance of Standards**

The School shall not make any unilateral changes in any terms and conditions of

employment including any benefits or professional advantages which were enjoyed by unit members prior to the effective date of the agreement.

Any claimed violation of this Section would not be subject to the Grievance Procedures of Article X, but would be resolved through the following expedited alternative procedure:

- 18.5.1 The unit member(s), or UTLA on behalf of one or more unit members, claiming a violation would notify the Executive Director in writing within ten (10) work days of when the claimant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the dispute is based. The notification will include the date of the alleged violation (or when the claimant or UTLA became aware of the alleged violation), the specific actions alleged to have been taken by Ivy, and the manner in which the actions constituted a unilateral change to terms and conditions of employment including any benefits or professional advantages.
- 18.5.2 Within five (5) work days, the Executive Director will convene a three (3) person resolution committee composed of the Executive Director (or designee), the UTLA Chapter Chair (or designee) and one (1) of the Teacher Leaders mutually selected by the Executive Director and the UTLA Chapter Chair (or, if necessary, by alternatively striking names from the list of Teacher Leaders until only one (1) remains).
- 18.5.3 The meeting of the resolution committee is not a hearing but an informal process by which the committee will consider all viewpoints and attempt by consensus to reach a resolution or compromise satisfactory to all concerned. If consensus is not possible, the decision will be made by majority vote. The decision will be provided in writing as soon as practicable but no later than fifteen (15) work days after the Claimant's written notification pursuant to Section 18.5.1. Where appropriate, committee members may choose to include a separate concurring and/or dissenting opinion to the decision.
- 18.5.4 The decision of the resolution committee is final and binding to all parties, but the Panel has no authority to change or modify any terms or conditions of the Collective Bargaining Agreement. If the claimant and/or UTLA is not satisfied with the decision, either may pursue additional remedies for unilateral change through the process set forth in the EERA.
- 18.5.5 Any violation of the expedited procedure of 18.5.1-18.5.4 is subject to the Grievance Procedure of Article X.

## **18.6 Savings**

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon written request of either party, the parties shall promptly meet and negotiate the impacts

and effects of such a change.

## **APPENDIX A**

JULY '22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**July**

4 July 4<sup>th</sup> Observed

JANUARY '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**January (19/22 Days)**

12/19-1/2 Winter Break  
 16 MLK Observed  
 19 End of Semester 1, **minimum day**  
 20 Teacher Workday

AUGUST '22						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15*	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**August (8/23 Days)**

15\* New Teacher Retreat  
 16 Teacher Workday  
 17-19 Staff Development  
 22 First Day of School

FEBRUARY '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**February (17/20 Days)**

6 Staff Development  
 17 Presidents Day Observed  
 20 Presidents Day Observed

SEPTEMBER '22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**September (21/22 Days)**

5 Labor Day Observed  
 1 Back to School Night-  
 29 Early dismissal **TK-12**

MARCH '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**March (21/23 Days)**

12 Daylight Savings  
 24 Staff Development  
 30 End of 3<sup>rd</sup> Quarter  
 31 Cesar Chavez

OCTOBER '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**October (20/21 Days)**

10-14 Parent conf. TK-5 Minimum day  
 21 End of 1<sup>st</sup> Quarter  
 31 No-Student Day

APRIL '23						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**April (13/20 Days)**

3-10 Spring Break  
 19 **Early dismissal- Minimum Day** TK-12  
 24 Staff Development

NOVEMBER '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**November (16/22 Days)**

11 Veterans Day  
 6 Daylight Savings  
 21-25 Thanksgiving Break

MAY '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**May (22/23 Days)**

25 Open House  
 E-Convention TK-12 Early Dismissal  
 29 Memorial Day Observed

DECEMBER '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**December (12/22 Days)**

12/19-1/2 Winter Break

JUNE '23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**June (11/22 Days)**

14 & 15 Minimum Days  
 15 End of 4<sup>th</sup> quarter  
 15 Last Day of School

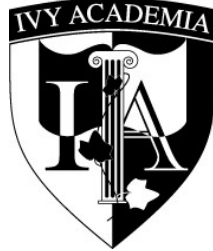


## **APPENDIX A**

APPENDIX A

# ~~Noon Dismissal~~

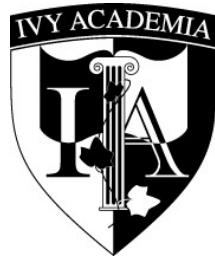
## Minimum Day



<b>8:30 – 9:35 (65 minutes)</b>	<b>Period 1A/1B</b>
<b>9:35 – 9:55 (15 minutes)</b>	<b>Nutrition</b>
<b>10:00 – 11:00 (60 minutes)</b>	<b>Period 2A/2B</b>
<b>11:05 – 12:05 (60 minutes)</b>	<b>Period 3A/3B</b>

**\*\*\*Note – There will not be SSR on these days.**

# Ivy Academia



## Secondary Bell Schedule

WARNING	8:20-8:30	10 MIN
1A/B	8:30 – 10:20	110 MIN
NUTRITION	10:20 – 10:35	15 MIN
2A/B	10:40 – 12:30	110 MIN
LUNCH	12:30 – 1:00	30 MIN
SSR + HR	1:05 - 1:40	30 MIN + 5 MIN HR
3A/B	1:45 – 3:35	110 MIN

# Early Dismissal Bell Schedule

## Back to School Night & Open House/E-Convention Schedule



1A/B	8:30 – 10:05	95 MIN
NUTRITION	10:05 – 10:20	15 MIN
2A/B	10:25 – 12:00	95 MIN
LUNCH	12:00 - 12:35	35 MIN/30 MIN
3A/B	12:40 – 2:10	90 MIN



APPENDIX B

STEP	CLASS							
	I	II	III	IV	V	VI	VII	VIII
	BA	BA +15 units	BA + 30 units	BA + 45 units or MA	BA + 60 units or MA + 15 Units	BA +75 Units or MA + 30 Units	BA + 90 Units or MA + 45 Units	BA + 105 Units or MA + 60 Units
1	\$66,560.00	\$66,560.00	\$66,990.96	\$67,068.84	\$67,774.48	\$67,885.40	\$70,503.82	\$72,073.22
2	\$66,560.00	\$66,990.96	\$67,068.84	\$67,774.48	\$67,885.40	\$70,191.12	\$72,544.04	\$75,413.80
3	\$66,990.96	\$67,696.60	\$67,774.48	\$67,885.40	\$70,191.12	\$72,198.30	\$74,660.96	\$77,609.78
4	\$67,696.60	\$67,668.28	\$67,885.40	\$70,191.12	\$72,606.58	\$76,338.92	\$79,382.14	\$82,565.78
5	\$67,774.48	\$67,885.40	\$70,191.12	\$72,606.58	\$75,429.14	\$79,303.08	\$82,472.56	\$85,781.28
6	\$67,885.40	\$70,503.82	\$72,920.46	\$75,429.14	\$78,377.96	\$82,408.84	\$85,703.40	\$89,138.38
7	\$69,830.04	\$71,460.80	\$75,381.94	\$78,330.76	\$81,389.32	\$84,542.28	\$87,852.18	\$91,271.82
8	\$71,460.80	\$74,660.96	\$77,577.92	\$80,573.94	\$83,726.90	\$87,161.88	\$90,910.74	\$94,722.14
9	\$73,923.46	\$76,809.74	\$79,805.76	\$82,926.86	\$86,596.66	\$90,549.66	\$94,518.00	\$98,471.00
10	\$76,025.04	\$79,366.80	\$83,490.90	\$87,914.72	\$92,196.94	\$96,573.56	\$100,854.60	\$105,309.10
							11	\$105,811.78
							12	\$106,266.08
							13	\$106,752.24
							14	\$107,207.72
							1st CI	\$108,838.48
							2nd CI	\$109,669.20
							3rd CI	\$112,572.00
							4th CI	\$114,469.44



## APPENDIX C

QTR UNITS	SEM. UNITS	QTR UNITS	SEM. UNITS	QTR UNITS	SEM. UNITS	QTR UNITS	SEM. UNITS	QTR UNITS	SEM. UNITS
1	2/3	40	26 2/3	79	52 2/3	118	78 2/3	157	104 2/3
1 1/2	1	40 1/2	27	79 1/2	53	118 1/2	79	157 1/2	105
2	1 1/3	41	27 1/3	80	53 1/3	119	79 1/3	158	105 1/3
3	2	42	28	81	54	120	80	159	106
4	2 2/3	43	28 2/3	82	54 2/3	121	80 2/3	160	106 2/3
4 1/2	3	43 1/2	29	82 1/2	55	121 1/2	81	160 1/2	107
5	3 1/3	44	29 1/3	83	55 1/3	122	81 1/3	161	107 1/3
6	4	45	30	84	56	123	82	162	108
7	4 2/3	46	30 2/3	85	56 2/3	124	82 2/3	163	108 2/3
7 1/2	5	46 1/2	31	85 1/2	57	124 1/2	83	163 1/2	109
8	5 1/3	47	31 1/3	86	57 1/3	125	83 1/3	164	109 1/3
<b>9</b>	<b>6</b>	48	32	87	58	126	84	165	110
10	6 2/3	49	32 2/3	88	58 2/3	127	84 2/3	166	110 2/3
10 1/2	7	49 1/2	33	88 1/2	59	127 1/2	85	166 1/2	111
11	7 1/3	50	33 1/3	89	59 1/3	128	85 1/3	167	111 1/3
<b>12</b>	<b>8</b>	51	34	90	60	129	86	168	112
13	8 2/3	52	34 2/3	91	60 2/3	130	86 2/3	169	112 2/3
13 1/2	9	52 1/2	35	91 1/2	61	130 1/2	87	169 1/2	113
14	9 1/3	53	35 1/3	92	61 1/3	131	87 1/3	170	113 1/3
15	10	54	36	93	62	132	88	171	114
16	10 2/3	55	36 2/3	94	62 2/3	133	88 2/3	172	114 2/3
16 1/2	11	55 1/2	37	94 1/2	63	133 1/2	89	172 1/2	115
17	11 1/3	56	37 1/3	95	63 1/3	134	89 1/3	173	115 1/3
<b>18</b>	<b>12</b>	57	38	96	64	135	90	174	116
19	12 2/3	58	38 2/3	97	64 2/3	136	90 2/3	175	116 2/3
19 1/2	13	58 1/2	39	97 1/2	65	136 1/2	91	175 1/2	117
20	13 1/3	59	39 1/3	98	65 1/3	137	91 1/3	176	117 1/3
21	14	60	40	99	66	138	92	177	118
22	14 2/3	61	40 2/3	100	66 2/3	139	92 2/3	178	118 2/3
22 1/2	15	61 1/2	41	100 1/2	67	139 1/2	93	178 1/2	119
23	15 1/3	62	41 1/3	101	67 1/3	140	93 1/3	179	119 1/3
<b>24</b>	<b>16</b>	63	42	102	68	141	94	180	120
25	16 2/3	64	42 2/3	103	68 2/3	142	94 2/3	181	120 2/3
25 1/2	17	64 1/2	43	103 1/2	69	142 1/2	95	181 1/2	121
26	17 1/3	65	43 1/3	104	69 1/3	143	95 1/3	182	121 1/3
27	18	66	44	105	70	144	96	183	122
28	18 2/3	67	44 2/3	106	70 2/3	145	96 2/3	184	122 2/3
28 1/2	19	67 1/2	45	106 1/2	71	145 1/2	97	184 1/2	123
29	19 1/3	68	45 1/3	107	71 1/3	146	97 1/3	185	123 1/3
30	20	69	46	108	72	147	98	186	124
31	20 2/3	70	46 2/3	109	72 2/3	148	98 2/3	187	124 2/3
31 1/2	21	70 1/2	47	109 1/2	73	148 1/2	99	187 1/2	125
32	21 1/3	71	47 1/3	110	73 1/3	149	99 1/3	188	125 1/3
33	22	72	48	111	74	150	100	189	126
34	22 2/3	73	48 2/3	112	74 2/3	151	100 2/3	190	126 2/3
34 1/2	23	73 1/2	49	112 1/2	75	151 1/2	101	190 1/2	127
35	23 1/3	74	49 1/3	113	75 1/3	152	101 1/3	191	127 1/3
<b>36</b>	<b>24</b>	75	50	114	76	153	102	192	128
37	24 2/3	76	50 2/3	115	76 2/3	154	102 2/3	193	128 2/3
37 1/2	25	76 1/2	51	115 1/2	77	154 1/2	103	193 1/2	129
38	25 1/3	77	51 1/3	116	77 1/3	155	103 1/3	194	129 1/3
39	26	78	52	117	78	156	104	195	130



## APPENDIX D



### **Employee Benefits at a Glance**

*August 1, 2018 - July 31, 2019*

- ◆ Medical
- ◆ Dental
- ◆ Vision
- ◆ Basic Life / AD&D
- ◆ Voluntary Life / AD&D
- ◆ 403(b) Savings Plan

STONE TAPERT

## APPENDIX D

Welcome to Ivy Academia, the official sponsor of your benefits program! As a full-time active employee, you are eligible to participate in our benefits program.

We are committed to providing competitive and quality employee benefits of significant value. The diverse needs of our employees, combined with the ever-changing market demands, makes the selection of the right mix of benefits a challenging task.

However it is a task worthy of accomplishing as we strive to meet the collective needs of all the individuals who make Ivy Academia the great organization it is today.

If you have questions about any aspect of your benefits, please contact the Human Resources Department.

*Joe Herzog*  
*Executive Director*

**APPENDIX D**

Total Monthly Employer Contribution Percentage towards Medical, Dental, & Vision Costs	
<b>Employee Coverage</b>	<p>The Ivy Contribution is 100% of premium cost of the available HMO plans (Kaiser or Blue Shield) and 100% of premiums for dental and vision for full-time employees.</p> <p>For PPO participants, the Ivy Contribution is 100% of premium cost of the Blue Shield HMO Platinum Access+HMO 0/20 OffEx plan and the employee is responsible for the difference of the premium cost of the HMO plan and the premium cost of the PPO plan.</p>
<b>Dependent Coverage</b>	<p>The Ivy Contribution is 45% of premium cost of the available HMO Medical plans (Kaiser or Blue Shield) and 45% of premiums for dental and vision for full-time employees.</p> <p>For PPO participants, the Ivy Contribution is 45% of premium cost of the Blue Shield Platinum Access+HMO 0/20 OffEx plan and the employee is responsible for the difference of the premium cost of the Platinum Access+HMO 0/20 OffEx plan and the premium cost of the PPO plan.</p>

APPENDIX D

# HMO MEDICAL



KAISER PERMANENTE.

Kaiser Network	Platinum 90 HMO 0/10 Plan
Out-of-Pocket Maximum - Individual	\$3,000
Out-of-Pocket Maximum - Family	\$6,000
Office Visit	\$10 PCP / \$20 Specialist
Diagnostic Test	Lab: \$20   X-Ray: \$40
Adv Imaging (MRI/PET/CT)	\$150 Copay
Hospital Inpatient	\$500 per Admission
Outpatient Surgery	\$300 Copay
Urgent Care	\$10 Copay
Emergency Room <i>(waived if admitted)</i>	\$200 Copay
Chiropractic Care <i>(20 visits / year)</i>	\$15 Copay
Durable Medical Equipment	90%
Prescription Drugs	\$5 Generic / \$15 Brand Specialty Drugs: Member pays 10% up to \$250 max/script


*Monthly cost of benefits are based on your age and enrollment tier.  
Rate tables are available in the Human Resources Department*

**How to Find a Provider using Kaiser's website:**  
 Visit: <https://healthy.kaiserpermanente.org/care/doctors-locations/#/selectregion>  
 Click Select a Region; Enter the Zip Code and radius of search

*Member Services can be reached via [www.kp.org](http://www.kp.org) or 1-800-464-4000*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

**APPENDIX D**

**HMO MEDICAL**  
blue  of california


<b>Blue Shield Full Network</b>	<b>Platinum Access+ HMO 0/20 Offex</b>
Out-of-Pocket Maximum - Individual	\$1,350
Out-of-Pocket Maximum - Family	\$2,700
Office Visit	\$20 PCP / \$40 Specialist \$40 Access+ Specialist
Diagnostic Test	Lab: \$10   X-Ray: \$30
Adv Imaging (MRI/PET/CT)	Hospital: \$100 Free Standing Facility: \$30
Hospital Inpatient	\$500 per Admission
Outpatient Surgery	Hospital: \$150 Ambulatory Surgery Center: \$100
Urgent Care	\$20 Copay
Emergency Room <i>(waived if admitted)</i>	\$200 Copay
Chiropractic Care <i>(15 visits / year)</i>	\$15 Copay
Durable Medical Equipment	50%
Prescription Drugs	\$5 Tier 1 / \$15 Tier 2 / \$25 Tier 3 Tier 4: Member pays 20% up to \$250 max/script

*Monthly cost of benefits are based on your age and enrollment tier.  
Rates are available in Ease Central*

*Member Services can be reached via [www.blueshieldca.com](http://www.blueshieldca.com) or 1-888-319-5999*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

**APPENDIX D**

**HMO MEDICAL**  
blue  of california

<u>Blue Shield Full Network</u>	<u>Platinum Trio HMO 0/20 Offex</u>
Out-of-Pocket Maximum - Individual	\$1,350
Out-of-Pocket Maximum - Family	\$2,700
Office Visit	\$20 PCP / \$40 Specialist \$40 Trio Specialist
Diagnostic Test	Lab: \$10   X-Ray: \$30
Adv Imaging (MRI/PET/CT)	Hospital: \$100 Free Standing Facility: \$30
Hospital Inpatient	\$500 per Admission
Outpatient Surgery	Hospital: \$150 Ambulatory Surgery Center: \$100
Urgent Care	\$20 Copay
Emergency Room <i>(waived if admitted)</i>	\$200 Copay
Chiropractic Care <i>(15 visits / year)</i>	\$15 Copay
Durable Medical Equipment	50%
Prescription Drugs	\$5 Tier 1 / \$15 Tier 2 / \$25 Tier 3 Tier 4: Member pays 20% up to \$250 max/script

*Monthly cost of benefits are based on your age and enrollment tier.  
Rates are available in Ease Central*

*Member Services can be reached via [www.blueshieldca.com](http://www.blueshieldca.com) or 1-888-319-5999*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

**APPENDIX D**

**PPO MEDICAL**  
blue  of california

<b>Gold Full PPO 450/30 OffEx</b>	<b>PPO Network</b>	<b>Out of Network</b>
<b>Annual Deductible - Individual</b>	\$450	\$900
<b>Annual Deductible - Family</b>	\$900	\$1,800
<b>Out-of-Pocket Maximum - Individual</b>	\$7,000	\$10,000
<b>Out-of-Pocket Maximum - Family</b>	\$14,000	\$20,000
<b>Office Visit</b>	\$30 PCP \$50 Specialist	60%
<b>Coinsurance</b>	80%	60%
<b>Diagnostic Test (Lab / X-Ray)</b>	80%	60% up to \$350/day max
<b>Adv Imaging (MRI/PET/CT)</b>	Free Standing Facility: 80% Hospital: \$100, 80%	60% up to \$350/day max
<b>Hospital Inpatient</b>	80%	60% \$2,000 max per day
<b>Emergency Room (waived if admitted)</b>	\$200 Copay; 80%	
<b>Chiropractic (12 visits per calendar year)</b>	50%	50%
<b>Durable Medical Equipment</b>	50%	Not Covered
<b>Prescription Drugs</b>	\$15 Tier 1 / \$40 Tier 2 / \$60 Tier 3  Tier 4: Member pays 30% up to \$250 max/ script	


*Monthly cost of benefits are based on your age and enrollment tier.*

*Member Services can be reached via [www.blueshieldca.com](http://www.blueshieldca.com) or 1-888-319-5999*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

## APPENDIX D

# PROVIDER SEARCH

blue  of california

### How to Find a Provider using Blue Shield's website:

Visit: [www.blueshieldca.com/findaprovider](http://www.blueshieldca.com/findaprovider)

Click on Doctors or Primary Care Physician

If already registered, log in OR go in as a guest

Enter zip code

Click "Yes" and pick a plan

For HMO

Select 2018 Small Business HMO Access+  
Platinum Access+ HMO 0/20 OffEx  
Select Specialty or Doctor Name

Or

Select 2018 Small Business Trio HMO (including CoveredCA)  
Platinum Trio HMO 0/20 OffEx  
Select Specialty or Doctor Name

For PPO

Select 2018 Small Business PPO Full  
(including Covered California)  
Select Gold Full PPO 450/30 OffEx  
Select Specialty or Doctor Name

## APPENDIX D

# DENTAL



Benefits	PCN Network	PPO Network	Out of Network
Calendar Year Deductible <i>Waived for Preventative</i>	\$25 Yes	\$50 Yes	\$50 Yes
Preventive Services	100%	100%	100%
Basic Services	90%	80%	80%
Major Services	60%	50%	50%
Annual Benefit Maximum	\$1,500		
Orthodontia - <i>Children Only</i>	50%	50%	50%
Orthodontia Lifetime Benefit Maximum	\$1,000		

### Using Your Dental Benefits Wisely

1. Utilize contracted network providers when possible. Contracted network providers have rate agreements with insurance companies for services rendered. The PPO plan allows you to utilize non-network providers, however, your out-of-pocket expenses will be higher and you may be subject to balance billing.
2. Ask for a pre-treatment estimate for procedures estimated over \$300. Pre-treatment estimates help you determine your out-of-pocket dental expenses for costly procedures before treatment has begun.

#### How to Find a Provider using Premier Access' website:

Visit: <https://www.premierlife.com/>

Under Members, click "Find a Dentist"

Enter your City, State or Zip Code and For Select Plan; under "Commercial Plans" choose Dental PPO (Preferred Provider Organization) and hit **SEARCH**

Member Services can be reached via [www.premierlife.com](http://www.premierlife.com) or 1-888-715-0760

For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description

## APPENDIX D



Benefits	Plan 2 Focus / VSP Choice Network	
Exam Copay	\$10	
Frequency Schedule:		
Exam	12 Months	
Lenses	12 Months	
Frames	12 Months	
	IN-NETWORK	OUT-OF-NETWORK ALLOWANCE
Examination	100%	\$43
Single Vision Lenses	100%	\$26
Bifocal Vision Lenses	100%	\$43
Trifocal Vision Lenses	100%	\$60
Contact Lenses (Necessary)	100%	\$210
Contact Lenses (Elective)	\$120	\$100
Frames	\$120	\$40

**How to Find a Provider for Ameritas's VSP Network:**  
 Visit: <https://www.vsp.com/find-eye-doctors.html>  
 Type in your Zip Code or Address then hit **SEARCH**

*Member Services can be reached via [www.vsp.com](http://www.vsp.com) or 1-800-877-7195*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

## APPENDIX D

# BASIC LIFE / AD&D



Your financial security could affect your loved ones as much as, or more than, it affects you. Life insurance offers protection from life's unforeseen risks, and the power to accomplish more. Ivy Academia provides full time employees \$20,000 of group life coverage and pays the full cost of this benefit.

*Member Services can be reached via [www.lfg.com](http://www.lfg.com) or 1-800-423-2765*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

## APPENDIX D

# VOLUNTARY LIFE / AD&D



As an eligible employee, you have the opportunity to apply for Voluntary Term Life Insurance, which offers you the flexibility to select an amount of life insurance that fits your own particular needs. We are providing this opportunity because life insurance is vital protection, and rarely does anyone have enough of it! Voluntary Term Life Insurance supplements your present life insurance program and offers you the chance to insure those who are most important to you - your spouse and children.

### *Why do you need voluntary life insurance?*

Consider the impact of an untimely death in your family. Voluntary Term Life Insurance helps furnish your dependents with cash to continue their education, pay of a mortgage, and most important, keep your family together in your absence. Voluntary Term Life allows you to insure yourself, your spouse and children at reasonable group rates and gives you flexibility in your life insurance planning. Please see the *Lincoln Financial Group Representative* to get additional enrollment information.

*Member Services can be reached via [www.lfg.com](http://www.lfg.com) or 1-800-423-2765*

7 *For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

## APPENDIX D

# 403(b) SAVINGS PLAN



We are pleased to provide our employees the opportunity to prepare for their retirement future by sponsoring a 403(b) savings plan with AUL, a OneAmerica Financial Partner. Eligible employees can put pre-taxed money into their account up to the IRS calendar year maximum limit (\$18,500 for 2018). Participants who are age 50 or older are allowed to make additional "catch up" contributions each year (\$6,000 limit for 2018). When you save on a pre-tax basis, your current taxable income decreases and, therefore, your Federal and State income taxes decrease as well.

Eligible employees may enroll in the plan following employment. Ivy Academia is currently making a Matching Contribution equal to 100% up to \$2,000 of salary deferrals you make per year (for eligible employees following 1 month of service), subject to a 6 year vesting schedule. We encourage all eligible employees to utilize this very important benefit.

*Other major advantages of this Plan are as follows:*

- All Matching Contributions represent an immediate return on your investment;
- All of the earnings generated by your accounts under the Plan are tax deferred. You pay no income taxes on any amounts in the Plan until they are distributed to you. This allows for the greater compounding of interest and the accumulation of significant account balances;
- You may roll over other qualified plan accounts from previous employers;
- You will determine how your savings is invested. You will have a wide range of professionally managed investment options from which to choose;
- Your savings will be deducted from each paycheck that your election is in effect painless savings! You may increase, decrease or suspend your savings periodically based on your individual needs;
- You may be able to have access to your savings prior to your separation from service. That is, the Plan is designed with a "hardship" withdrawal feature.

*Member Services can be reached via [www.oneamerica.com](http://www.oneamerica.com) or 1-800-261-9618*

*For full disclosure of benefits, exclusions, & limitations please refer to the Summary Plan Description*

## APPENDIX D

### Guidance for HMO Members

#### **Do you know what to do if you get a bill for care received?**

If you are a HMO member, usually, a doctor, hospital, or other provider in your health plan's network can bill you only for your deductible, co-pay, or co-insurance. Occasionally, however, a provider will bill a member. Often this is an error from the provider's billing department and can be resolved relatively easy. The only exception to this rule is ambulance bills. Ambulance companies are generally not contracted with any carriers and will send bills directly to the member. Start by making a copy of the bill and send it along with a copy of your ID card to your medical insurance company at the address on the back of your ID card.

*There are several ways to reduce the likelihood of receiving a bill:*

- ◆ Always have your Medical ID card available
- ◆ Bring a copy of your referral or lab request to the appointment

#### **So you've received a bill anyway, what do you do?**

- ◆ Call the billing office that sent you the bill and ask them to explain the bill
- ◆ Call your Health plan
- ◆ Call your medical group

If you are still not satisfied discuss with your HR department who will in turn contact StoneTapert.

#### **How can StoneTapert help?**

We will work with your carrier to resolve the issue on your behalf. In order to assist you we will need several items; a signed HIPAA authorization form, a copy of your ID card, a copy of the itemized bills received by your doctor, laboratory or organization providing the service. The itemized bill should include patient's name, provider's name and dates of service.

Lastly, if you are not satisfied with the outcome you can contact the Department of Managed Health Care Help Center at <http://www.dmhc.ca.gov/> or by calling 1-888-466-2219.

## APPENDIX D

This booklet provided is an overview of Ivy Academia benefits package and is not intended to be all-inclusive, nor is it to be used as a Summary Plan Description. In the event of any conflict between this booklet and specific Plan Documents, provisions of the Plan Documents will govern. Ivy Academia reserves the right to change or modify some of its benefit plans without advance notification.

To be eligible to enroll you must work a minimum of 30 hours or more a week. Your eligible dependents are your spouse, registered domestic partner, and children up to age 26. Your medical, dental, vision, and voluntary life coverage will begin on the first of the month following 30 days of employment.

**SPECIAL ENROLLMENT RIGHTS:** If you are declining enrollment for yourself or your dependents because of other insurance coverage, you may in the future be able to enroll yourself and your dependents in this plan during the employer's open enrollment period once a year. A HIPAA certificate will provide information to the health plan about your prior coverage. Creditable coverage includes coverage under the following: Another group health plan; CHAMPUS; a medical health care program of the Indian Health Service or tribal organization, a state health benefits risk pool; any public health plan; a health plan issued under the Peace Corps Act. You may request a certificate of creditable coverage from a previous employer, insurance company or one of the preceding organizations.

**QUALIFYING EVENTS:** Provides you, your spouse or your dependents the opportunity to enroll in a group health plan when certain work or life events occur such as: marriage divorce, birth, death, adoption, legal guardianship or gain/loss of employment regardless of the plan's regular enrollment dates. The plan must give you at least 30 days from the qualifying event to request special enrollment.

**WOMEN'S HEALTH AND CANCER RIGHT ACT:** This Act requires group health plans providing coverage for mastectomies to cover all reconstructive surgery and prostheses following mastectomies. Your medical coverage is in compliance with this law. In addition to mastectomy, you are also covered for: (1) Reconstruction of the breast on which the mastectomy has been performed; (2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; (3) Prostheses; (4) Treatment of physical complications of all stages of mastectomy, including lymphedema.

**HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT NON-DISCRIMINATION REQUIREMENTS (HIPAA):** HIPAA prohibits group health plans and health insurance insurers from discriminating against individuals in eligibility and continued eligibility for benefits and in individual premium or contribution rates on health factors. These health factors include: health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence and participation in activities such as motorcycling, snowmobiling, all-terrain vehicle riding, horseback riding, skiing, and other similar activities), and disability.

**GRANDFATHERED HEALTH PLANS:** Ivy Academia believes this plan/coverage is a "non grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the law was enacted. Being a grandfathered health plan means that your plan/policy may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example the elimination of lifetime limits on benefits.

**UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT HEALTH INSURANCE PROTECTION (USERRA):** If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Even if you do not elect to continue coverage during your military service you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (ex pre-existing condition exclusions) except for service-connected illnesses or injuries.

**LIFETIME LIMITS & ENROLLMENT OPPORTUNITY:** The lifetime limit on the dollar value of benefits under Blue Shield & Kaiser no longer applies. Individuals whose coverage ended by reason of reaching a lifetime limit under the plan are eligible to enroll in the plan. Individuals have 30 days from the date of this notice to request enrollment. For more information contact Blue Shield & Kaiser.

STONETAPERT

14 N. Baldwin Avenue, Sierra Madre, California 91024  
(626) 844-3300 / (626) 583-9151 / [www.stonetapert.com/tapert](http://www.stonetapert.com/tapert)

# APPENDIX E



## Teacher Performance Observation

Observation Date: \_\_\_\_\_

Ivy Academia Charter  
School

Teacher: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

**Lesson Goals/Objectives:**

**Lesson Description:**

**California Teaching Standards**

P	NI	NO	<b>Standard I - Engaging and Supporting All Students in Learning</b>
			1.1 Using knowledge of students to engage them in learning
			1.2 Connecting students' prior knowledge, backgrounds, life experience and interests
			1.3 Connecting subject matter to meaningful, real-life contexts
			1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
			1.5 Promoting critical thinking through inquiry, problem solving and reflection
			1.6 Monitoring student learning and adjusting instruction while teaching
<b>Comments/Recommendations:</b>			

P	NI	NO	<b>Standard II - Creating and Maintaining Effective Environments For Student Learning</b>
			2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
			2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interaction students.
			2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe
			2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
			2.5 Developing, communicating and maintaining high standards for individual and group behavior
			2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn
			2.7 Using instructional time to optimize learning
<b>Comments/Recommendations:</b>			

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Rating Scale: Proficient: at expected standards, qualities and growth    Needs Improvement: to be consistent with standards    Not Observed: did not observe

**Teacher Performance Observation** pg.2

**Teacher:** \_\_\_\_\_

P	NI	NO	<b>Standard III - Understanding and Organizing Subject Matter For Student Learning</b>
			3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks
			3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
			3.3 Organizing curriculum to facilitate student understanding of the subject matter
			3.4 Utilizing instructional strategies that are appropriate to the subject matter
			3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
			3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

**Comments/Recommendations:**

P	NI	NO	<b>Standard IV - Planning Instruction and Designing Learning Experiences for All Students</b>
			4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
			4.2 Establishing and articulating goals for student learning
			4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
			4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
			4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

**Comments/Recommendations:**

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Rating Scale: Proficient: at expected standards, qualities and growth    Needs Improvement: to be consistent with standards    Not Observed: did not observe

**Teacher Performance Observation** pg.3

**Teacher:** \_\_\_\_\_

P	NI	NO	<b>Standard V - Assessing Students for Learning</b>
			5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments
			5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
			5.3 Reviewing data, both individually and with colleagues, to monitor student learning
			5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction
			5.5 Involving all students in self-assessment, goal setting and monitoring progress
			5.6 Using available technologies to assist in assessment, analysis and communication of student learning
			5.7 Using assessment information to share timely and comprehensible feedback with students and their families
<b>Comments/Recommendations:</b>			

P	NI	NO	<b>Standard VI - Developing as a Professional Educator</b>
			6.1 Reflecting on teaching practice in support of student learning
			6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
			6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
			6.4 Working with families to support student learning
			6.5 Engaging local communities in support of the instructional program
			6.6 Managing professional responsibilities to maintain motivation and commitment to all students
			6.7 Demonstrating professional responsibility, integrity and ethical conduct
<b>Comments/Recommendations:</b>			

Empty rectangular box for notes or observations.

Rating Scale: Proficient: at expected standards, qualities and growth    Needs Improvement: to be consistent with standards    Not Observed: did not observe

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_





# Teacher Walk-Through

Date: \_\_\_\_\_

Teacher /Grade: \_\_\_\_\_ School: \_\_\_\_\_ Start: \_\_\_\_\_

End: \_\_\_\_\_ # Students: \_\_\_\_\_

<b>Obs</b>	<b>Engaging and Supporting all Students in Learning - Standard 1</b>
	Uses a variety of strategies
	Ask students to compare, contrast, classify, summarize or use analogies/metaphors
	Connect prior knowledge

<b>Obs</b>	<b>Creating and Maintaining Effective Environment for Student Learning - Standard 2</b>
	Proactive classroom management skills - routines, procedures, safe environment
	Effective time management
	Positive, respectful student-teacher relationships
	Smooth transitions between activities
	Print rich classroom - word wall, vocabulary, student writing
	Current student work
	Academic resources - depth and complexity icons
	High expectations for learning goals and objectives

<b>Obs</b>	<b>Understanding and Organizing Subject Matter Instructional Practices - Standard 3</b>
	Standards visible/posted
	Grade level appropriate, standard based lessons
	Flexible, fluid student groups, EL, GATE, Special Ed
	Well organized, paced, relevant lessons
	Uses graphic organizers
	Uses homework effectively

<b>Obs</b>	<b>Planning Instruction and Designing Learning Experiences for All Students - Standard 4</b>
	Scaffolding and differentiation to assist/guide instruction
	Whole group instruction - Small group instruction
	Modeling
	Uses and explains academic language
	Uses appropriate technology
	Uses questioning skills - provides wait time/probing answers/listens to student responses

<b>Obs</b>	<b>Assesing for Student Learning - Standard 5</b>
	Monitoring students
	Formative quizzing
	Uses assessment data to establish goals and plan lessons

Notes:

Original to HR, Copy to Teacher

Evaluator:



# Final Teacher Evaluation

Teacher: \_\_\_\_\_ Conference Date: \_\_\_\_\_

School Site: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

Status:  Temporary  Probationary 1  Probationary 2  Just Cause

California Teaching Standards	P	NI	U
1. Engaging and supporting All Students in Learning			
2. Creating and Maintaining Effective Environments For Student Learning			
3. Understanding and Organizing Subject Matter For Student Learning			
4. Planning Instruction and Designing Learning Experiences For All Students			
5. Assessing Students For Learning			
6. Developing as a Professional Educator			
<b>Overall Evaluation</b>			

Performance Rating Scale      Needs Improvement: to be consistent w/standards; Proficient: at expected standards, quality      Unsatisfactory: not consistent with standards

### Administrator's Evaluative Summary:

Summarize the degree of attainment of pertaining to the California Standards. Per Education Code §44062, the evaluator will include the following:

- Instructional techniques and strategies
- Establishment/maintenance of a suitable learning environment
- Adherence to curricular objectives
- Performance reasonably related to pupil progress toward State and Board standards

Comments/Recommendations:

### Re-Employment Recommendation:

- Retain
- Retain with Performance Improvement Plan
- PAR Referral

Evaluation Cycle:  Annually  Two Year Cycle

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: The final evaluation shall be signed and dated within ten days of receipt of evaluation report. Teacher signature indicates acknowledgement of receipt of evaluation document, but not necessarily agreement. This document will be placed in your personnel file. You have ten business days from the date you have received this document to review and comment before it is placed in your file. Any written reply should be sent to the Human Resources Office and will be attached to this document when it is placed in your personnel file.



Teacher: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Direction: Upon reflection of each standard, indicate where on the continuum you see yourself professionally.

### Standard 1 – Engaging and Supporting all Students in Learning

#### 1.1 Using knowledge of students to engage them in learning.

Implementing	Developing	Sustaining	Innovating
Know my student as people and as learners. Understand reasons for student behavior.	Recognize atypical behavior in students. Build trust with students and foster relationships.	Adapt my teaching to reflect knowledge of my students. Get to know parents and connect with the community.	Differentiate instruction based on what I know about my students' strengths, interests and needs.

#### 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests

Implementing	Developing	Sustaining	Innovating
Help students see the connections between what they already know and the new material. Capture student attention and interest.	Connect classroom learning to students' life experiences and cultural backgrounds.	Support all students to use first and second language skills to achieve learning goals.	Build on students' comments and questions during a lesson to extend their understanding.

#### 1.3 Connecting subject matter to meaningful, real-life concepts

Implementing	Developing	Sustaining	Innovating
Establish a connection between subject matter and purpose for learning.	Make connections between the subject matter and real-life contexts. Seek feedback from students regarding relevance of subject matter to their lives.	Engage all students in a variety of learning experiences that accommodate the different ways they learn.	Provide opportunities for all students to acquire and practice skills in meaningful contexts.

#### 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs.

Implementing	Developing	Sustaining	Innovating
Select and utilize a few instructional approaches to engage students in learning.	Use a variety of strategies to introduce, explain and restate subject matter concepts and processes so all students understand. Help all students learn, practice, internalize and apply subject-specific learning strategies and procedures.	Use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning.	Adapt materials and resources, make accommodations, seek and utilize multiple types of technology to facilitate and support student learning. Examine and use resources that minimize bias.

#### 1.5 Promoting critical thinking through inquiry, problem solving and reflection.

Implementing	Developing	Sustaining	Innovating
Provide opportunities for students to think about, discuss and evaluate content.	Encourage students to: use multiple approaches and solutions to solve problems; to ask critical questions and consider diverse perspectives about subject matter. Ask questions to facilitate discussion, clarify and extend students' thinking.	Support students to think and communicate with clarity and precision. Help students apply previous learning to new situations.	Encourage students to create, imagine and innovate. Help students to develop and use strategies and technologies for accessing knowledge and information.

<b>1.6 Monitoring student learning and adjusting instruction while teaching.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
Incorporate a variety of strategies in a lesson to check for student understanding.	Systematically check for student understanding and revise plans accordingly. Provide additional support and opportunities for students to learn when some have mastered the lesson objectives and others have not.	Adjust my lesson when I don't have enough time to complete everything I planned to do.	Make "on the spot" changes in my lesson based on students' interests and questions.

## **Standard 2 – Creating and Maintaining effective Environments for Student Learning**

<b>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
Model and promote fairness, equity and respect in a classroom atmosphere that values all individuals and cultures. Create a classroom culture where students feel a sense of responsibility to and for one another.	Develop students' leadership skills and provide opportunities to apply them. Develop activities that support positive interactions among students and that help students get to know each other.	Help all students accept and respect diversity in terms of cultural, religious, linguistic and economic background; learning differences and ability; gender and other aspects of humankind. Provide learning opportunities that encourage student-to-student communication with empathy and understanding.	Help students to appreciate their own identities and to view themselves as valued contributors to society.

<b>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interaction students.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
Arrange and adapt classroom seating to accommodate individual and group learning needs. Provide students access to resources, technologies and comfortable workspaces.	Create an environment that promotes optimal learning for each student.	Establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development. Construct an equitable learning environment for all students.	Ensure that students develop an appreciation of diversity.

<b>2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
Arrange the learning environment to facilitate positive and productive classroom interactions. Create a safe, accessible learning environment for all students.	Encourage, support and recognize the achievements and contributions of all students.	Encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion. Foster the development of each student's self-esteem.	

<b>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
Set high expectations for all of my students.	Establish a productive, achievement-oriented climate in my classroom.	Motivate all students to initiate their own learning and strive for challenging learning goals. Ensure access to challenging	Provide all students opportunities to examine and evaluate their own work and to

		and diverse academic content for all students.	learn from the work of their peers.
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<b>2.5 Developing, communicating and maintaining high standards for individual and group behavior.</b>			
Implementing	Developing	Sustaining	Innovating
Foster and support appropriate student behavior.	Facilitate student participation in classroom decision-making. Collaborate with students, families and communities to establish, maintain and communicate standards for student behavior.	Help all students learn to take responsibility for their own behavior and actions.	Understand the underlying causes of student behavior, including developmental and individual needs, and utilize that knowledge in support of positive classroom conduct.

<b>2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.</b>			
Implementing	Developing	Sustaining	Innovating
Develop daily schedules, timelines, classroom routines and norms that maximize learning. Connect district, site and classroom procedures to promote a climate of fairness and respect for all students. Help students transition smoothly and efficiently from one instructional activity to the next.	Involve all students in the development of classroom procedures and routines.	Adapt routines, procedures and norms to ensure the success of students with special needs.	Apply knowledge of students' physical, social, cognitive and emotional development to ensure that adequate time and support are provided for students to complete learning activities.

<b>2.7 Using instructional time to optimize learning.</b>			
Implementing	Developing	Sustaining	Innovating
Pace instruction to accomplish learning goals. Re-direct students' off-task behavior to make the most of instructional time.	Organize instruction to optimize learning time.	Adjust instructional time so that all students remain engaged and challenged. Structure time for independent and collaborative learning opportunities.	Balance planning, instructional, administrative and managerial time.

### **Standard 3 – Understanding and organizing subject matter for student learning.**

<b>3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.</b>			
Implementing	Developing	Sustaining	Innovating
Ensure that my subject matter knowledge is sufficient to support student learning.	Continue to keep my subject matter knowledge current. Identify, understand and teach the key concepts and underlying themes and relationships in the academic content standards and state curriculum frameworks.	Integrate key concepts, themes, relationships and connections across subject matter areas.	Ensure that my knowledge of the subject matter incorporates different perspectives, appropriate to the discipline.

<b>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</b>			
Implementing	Developing	Sustaining	Innovating
Connect content being taught to students' prior knowledge and experiences.	Acquire understanding of my students' individual cognitive, social, emotional and physical development.	Build understanding of my English learners' levels of language acquisition in order to know how to best support their learning. Build understanding	Apply my knowledge of human development and learning theory to the unique students that I teach.

		of my students with special needs in order to know how and when to differentiate instruction.	
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<b>3.3 Organizing curriculum to facilitate student understanding of the subject matter.</b>			
Implementing	Developing	Sustaining	Innovating
Utilize standards-aligned and/or adopted curriculum in ways that support student learning.	Use my knowledge of student readiness to learn to organize, sequence and enhance the curriculum. Incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter.	Organize subject matter to reveal and value different cultural perspective.	Apply my knowledge of the subject matter to organize curriculum, plan lessons and units and select instructional strategies that demonstrate key concepts and their interrelationships.

<b>3.4 Utilizing instructional strategies that are appropriate to the subject matter.</b>			
Implementing	Developing	Sustaining	Innovating
Build on students' life experiences, prior knowledge and interests to make subject matter relevant and meaningful to students.	Develop and use a repertoire of instructional strategies appropriate to the subject matter.	Use effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas. Challenge all students to think critically.	Help all students develop enthusiasm for and a deep knowledge of the subject matter. Use strategies that make the depth and complexity of subject matter understandable to all students.

<b>3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</b>			
Implementing	Developing	Sustaining	Innovating
Select and use learning materials and resources that reflect the diversity in my classroom.	Use technologies to convey key concepts in the subject matter. Learn about and access new instructional resources to support student learning.	Know the full range of materials, resources and technologies provided by the school or district.	Select materials, resources and technologies to support differentiated student learning of the subject matter.

<b>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.</b>			
Implementing	Developing	Sustaining	Innovating
Address the English Language Development (ELD) standards as they relate to my English learners' levels of language acquisition. Address the IEP goals and objectives of my students with special needs.	Select materials, resources and technologies to support subject matter instruction of my English learners and students with special needs.	Ensure access to the critical concepts and themes in the academic content standards and state curriculum frameworks for students at various levels of English proficiency and for students with special needs.	

## **Standard 4 – Planning Instruction and Design Learning Experiences for all Students**

<b>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.</b>			
Implementing	Developing	Sustaining	Innovating
Incorporate students' prior knowledge and experience in my curriculum and instructional	Use knowledge of my students' lives, their families and their communities to inform my	Use knowledge of my students' diverse learning needs to plan	Use knowledge of my students' individual cognitive, social, emotional and physical

planning. Plan lessons and units that promote access to academic content standards for all students.	planning of curriculum and instruction. Use knowledge of my English learners' levels of language proficiency to plan instruction that supports their subject matter learning and academic language development.	instruction that supports their learning.	development to plan instruction and make appropriate adaptations to meet students' unique needs.
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**4.2 Establishing and articulating goals for student learning.**

Implementing	Developing	Sustaining	Innovating
Establish long and short term goals that are based on academic content standards and reflect students' strengths, interests and needs. Determine learning goals that address all students' language abilities and diverse learning needs.	Build on strengths, interests and needs of all students to establish high expectation for learning. Establish learning goals that address school, district and community expectations.	Develop goals that prepare students for successful transition to their next learning environment. Communicate clear, challenging and achievable expectations for students.	

**4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.**

Implementing	Developing	Sustaining	Innovating
Design an instructional program that considers the long and short term. Collaborate with colleagues to make instructional decisions.	Plan an instructional program that supports students' second language learning and diverse learning needs.	Select and sequence instructional strategies appropriate to the complexity of the lesson content and to student learning needs. Design instruction so that students participate in setting an achieving their individual learning goals.	Incorporate my professional expertise and knowledge of my students into a prescribed curriculum, pace and district assessment calendar.

**4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.**

Implementing	Developing	Sustaining	Innovating
Develop unit and lesson plans that build on and extend students' understanding of subject matter.	Ensure that each instructional strategy is related to learning goals. Plan instruction to allow enough time for student learning, review and assessment. Use my knowledge of subject matter and my students to plan and appropriately pace instructional activities within a lesson and over time. Address the ELD standards appropriately, based on my ELs' levels of language acquisition. Address the IEP goals and objectives of my students with special needs.	Check for understanding, prepare for adjustments, remediate or accelerate instruction and individualize when appropriate. Select materials, resources and technologies to support the learning needs of English learners and students with special needs.	

**4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.**

Implementing	Developing	Sustaining	Innovating
Interact with my colleagues to identify typically difficult concepts of skills for students in order to re-examine and	Proactively prepare for appropriate adjustments based on my assessment of student learning while teaching. Strengthen existing plans for	Reflect on my successes and struggles and apply what I have learned about effective and ineffective strategies to existing plans for future lessons. Reflect	

strengthen plans for future lessons.	students at identified levels of English proficiency and for students with special needs.	on my successes and struggles with the use of curriculum and apply what I have learned to existing plans for future lessons. Capture what I have learned during a particular lesson so that I can revisit my plans in advance of teaching the lesson again.	
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## Standard 5 – Assessing Students for Learning

<b>5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments.</b>			
Implementing	Developing	Sustaining	Innovating
	Become knowledgeable of the different types of assessments and their uses, benefits and limitations that I draw on to inform my instruction.	Select assessment strategies and instruments appropriate to the learning outcomes being evaluated. Use my knowledge of assessment concepts such as validity, reliability and bias to choose assessments appropriate to my students.	Design grading practices that draw on multiple sources of information and reflect student learning.

<b>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.</b>			
Implementing	Developing	Sustaining	Innovating
Keep a continuous and comprehensive record of group and individual achievement.	Work with families to gather information about all students and their learning. Use standardized tests, diagnostic tools and developmental assessments to understand student progress. Assess student behavior to support learning. Interpret data based on how an assessment is scored and what results it reports.	Select, design and use assessment tools appropriate to what is being assessed. Collect, select and reflect upon evidence of student learning. Use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals).	

<b>5.3 Reviewing data, both individually and with colleagues, to monitor student learning.</b>			
Implementing	Developing	Sustaining	Innovating
Review student assessment data with colleagues. Use assessment results to monitor my teaching and guide planning and instruction. Use assessment information to determine when and how to revisit content that has been taught.	Use assessment results to plan instruction to support ELs and students' IEPs.	Use assessment data to eliminate gaps between students' potential and their performance.	

<b>5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction.</b>			
Implementing	Developing	Sustaining	Innovating

Ensure that student learning goals reflect key subject matter concepts, skills and applications. Use informal assessments to adjust instruction while teaching. Use multiple sources of assessment to measure student progress and revise instructional plans.	Draw upon assessment data to support development of learning goals. Review and revise learning goals with students over time.	Work to differentiate goals and plans based on assessed needs of my diverse learners. Address the specific needs of ELs and students with special needs as I use assessments to inform my instruction.	
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<b>5.5 Involving all students in self-assessment, goal setting and monitoring progress.</b>			
Implementing	Developing	Sustaining	Innovating
Make assessment integral to the learning process.	Make assessment an interactive process between teacher and student. Model self-assessment strategies for all students.	Develop and use tools and guidelines that help all students assess their work and monitor their learning goals. Provide opportunities for all students to engage in peer discussion and reflection of their work.	Provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom.

<b>5.6 Using available technologies to assist in assessment, analysis and communication of student learning.</b>			
Implementing	Developing	Sustaining	Innovating
Become familiar with and select technology resources that support assessment practices. Use appropriate technology resources to communicate students' learning to students and their families.	Use technology to analyze student learning and inform instruction.		

<b>5.7 Using assessment information to share timely and comprehensible feedback with students and their families.</b>			
Implementing	Developing	Sustaining	Innovating
Provide all students with information about their progress as they engage in learning activities. Initiate regular and timely contact with families and resource providers about student progress. Communicate assessment results in a respectful and understandable manner.	Provide families with ways to use assessment information at home to improve student learning.		

## Standard 6 – Developing as a Professional Educator

<b>6.1 Reflecting on teaching practice in support of student learning.</b>			
Implementing	Developing	Sustaining	Innovating

Learn about teaching as I observe and interact with my students. Reflect on my instructional successes and dilemmas to move my practice forward.	Assess my growth as a teacher over time. Analyze my teaching to understand what contributes to student learning.	Formulate professional development plans that are based on my reflection and analysis.	Develop awareness of potential bias that might influence my teaching or affect student learning.
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**6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.**

Implementing	Developing	Sustaining	Innovating
Maintain an attitude of lifelong learning. Establish goals and seek out opportunities for professional growth and development.	Ensure that professional goals are informed by appropriate resources such as the knowledge base for teaching, school and District priorities, colleagues, supervisors, mentors and my personal reflections. Learn more about my own professional roles and responsibilities.	Use professional literature, district professional development and other professional opportunities to increase my understanding of teaching and learning. Continue to seek out and refine approaches that make the curriculum accessible to all students.	Expand my knowledge and effective application of new instructional methods and technologies.

**6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.**

Implementing	Developing	Sustaining	Innovating
Collaborate with all staff members to ensure that all students' diverse learning needs, interests and strengths are met. Support school and District goals and priorities. Establish and maintain productive relationships with all stake holders.	Remain receptive to the feedback of colleagues, mentors and supervisors in support of my teaching practice and student learning. Contribute to school-wide events, activities and decision-making. Become a visible and valued member of the school and District communities.	Contribute to the learning of other educators. Benefit from and contribute to professional organizations to improve my teaching.	Benefit from and add to the knowledge base of the profession.

**6.4 Working with families to support student learning.**

Implementing	Developing	Sustaining	Innovating
Value and respect students' families and appreciate their role in student learning.	Develop an understanding of families' racial, cultural, linguistic and socioeconomic backgrounds. Present the educational program in a thorough and comprehensible manner.	Engage families as resources of students' strengths, interests and needs in support of their learning/growth/development.	Provide opportunities for all families to participate in the classroom and school community.

**6.5 Engaging local communities in support of the instructional program.**

Implementing	Developing	Sustaining	Innovating
Increase my understanding of the cultures and dynamics of my students' communities.	Value and respect the students' communities and appreciate the role of community in student learning. Promote collaboration between school and community.	Identify and draw upon school, District and local community social service resources to benefit students and their families.	Seek out and use additional resources from the local community social service resources to support student learning. Provide my students with community-based experiences that support their learning.

<b>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
	Challenge myself creatively and intellectually throughout my career.	Find support and develop strategies to balance professional responsibilities with my personal needs. Manage stress and maintain a positive attitude with students and colleagues. Address the complications and challenges of teaching.	Identify sources of engagement and renewal in my professional work.

<b>6.7 Demonstrating professional responsibility, integrity and ethical conduct.</b>			
<b>Implementing</b>	<b>Developing</b>	<b>Sustaining</b>	<b>Innovating</b>
Remain informed of, understand and uphold the professional codes, ethical responsibilities and legal requirements applicable to the profession. Maintain professional conduct and integrity and interact appropriately with others.	Extend my knowledge about my professional legal responsibilities for students' learning, behavior and safety.	Contribute to school and student success by being knowledgeable of learning goals, standards and objectives established by relevant national, state and local organizations and stakeholders.	

**IVY ACADEMIA K-12 ENTREPRENEURIAL CHARTER SCHOOL**  
**Certificated Employment Agreement**  
**2018-2019**

**Name of Employee:**

**Position/Assignment:**

**Employee Status:**     Probationary Yr. 1     Probationary Yr. 2     Just Cause

**STEP:**

**CLASS:**

**Stipends:**

- Masters \$2,000
- Doctorate \$1,000;
- NBC \$2,000
- Dual Cert. \$2,000
- AP \$3000;
- Teacher Leader \$2,000
- Longevity

- Mentor Stipend (semester) \$500
- HS Coach \$1,800
- HS Asst. Coach \$700
- K-8 Intramural Sports \$1,250
- EL Coordinator (1) \$2,000
- EL Coordinator (2) \$1,500

**TERMS & CONDITIONS OF EMPLOYMENT**

Material terms and conditions of your employment with Ivy Academia K-12 Entrepreneurial Charter School (“Ivy”), including but not limited to work schedule, leaves, compensation/health benefits and evaluation/discipline or probationary non-reelection, are as stated in the applicable certificated collective bargaining agreement (“Agreement”) and applicable law. If the terms stated herein are inconsistent with any term of the Agreement, the terms of the Agreement shall be controlling.

**PROFESSIONAL EXPECTATIONS & STANDARDS**

As a teacher, the Employee will be responsible for meeting the professional expectations and standards set forth in the job description (a copy of which is attached hereto) and the applicable Agreement requirements. By signing below, the Employee acknowledges that s/he has received, read, and understands the attached job description, as well as the School’s mission and a description of the Academic Program.

**EMPLOYMENT STATUS**

Any rights regarding continued employment for this position are as stated in Article 7 “Employment Status” and Article 9 “Certificated Evaluation Procedures” of the applicable collective bargaining agreement.

**CERTIFICATION RENEWAL RESPONSIBILITIES**

In preparation for certification renewal, Certificated Employees must ensure that all renewal requirements (e.g., coursework, documentation, test passage and/or professional growth plan and record) are completed and available well ahead of application.

|

Initials \_\_\_\_\_

All certification renewals will be submitted by the employee to the Los Angeles County Office of Education. This will insure coverage by a Temporary County Certificate (TCC) and no interruption of salary or service.

**FINGERPRINTING/TB CLEARANCES**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances need to be in place prior to the first day of service.

**CHILD ABUSE AND NEGLECT REPORTING**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By signing below, the employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

# SIDE LETTER AGREEMENT

**IVY ACADEMIA**  
*Entrepreneurs*

K-12 ENTREPRENEURIAL CHARTER SCHOOL



*Educating Our Next Generation of*

WWW.IVYACADEMIA.COM

**Joe Herzog**  
Executive Director

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818-716-0771 Tel  
818-914-3674 Fax

**Ivy Academia Elementary  
Woodland Hills**  
Grades TK-6  
5461 Winnetka Ave.  
Woodland Hills, CA 91364  
818-716-0771 Tel  
818-348-8339 Fax

**Ivy Academia High  
West Hills**  
Grades 7-12  
7353 Valley Circle Blvd.  
West Hills, CA 91367  
818-716-0771 Tel  
818-914-3674 Fax

**General Email**  
ivy@ivyacademia.com



June 28, 2018

**Side Letter 2018-2019 Only:**

**Supervision:**

Elementary teachers will continue their supervision duties as per the existing contract up through the move to our new site.

After the move, teachers will potentially have supervisory duties for fifteen (15) minutes at the end of the school day as per a supervisory schedule, to be determined, not to exceed seventeen (17) days of the second semester of the 2018-2019 school year.

If this plan should prove to either be insufficient or unnecessary, management and chapter chairs will work together to develop appropriate revisions.