

AGREEMENT

BETWEEN

**EDISON-BETHUNE CHARTER
ACADEMY**

&

FRESNO TEACHERS ASSOCIATION

July 1, 2022 - June 30, 2024

AGREEMENT BETWEEN
EDISON-BETHUNE CHARTER ACADEMY
AND
FRESNO TEACHERS ASSOCIATION


This agreement made and entered into this 29th day of June 2022, by and between Edison-Bethune Charter Academy (hereinafter referred to as "EBCA") and Fresno Teachers Association (hereinafter referred to as "FTA") includes all of the following articles and provisions. Ratified and agreed on by the Board of Directors for EBCA on June 20, 2022.

Agreed in Bargaining:


For Edison-Bethune Charter Academy




Rodolfo Garcia
Principal/Executive Director



Karl Sprattling
Instructional & Curriculum Director

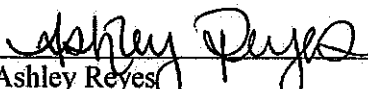


Susan Bennett
Chief Business Officer

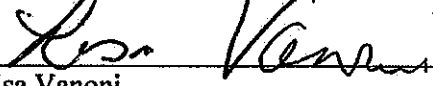


Sarah M. Cassady
Legal Counsel

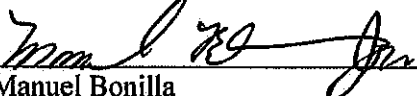
For Fresno Teachers Association



Ashley Reyes
Teacher/Bargaining Team Member



Lisa Vanoni
Teacher/Bargaining Team Member



Manuel Bonilla
FTA President

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Appendix A Scale Salary

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ARTICLE I – AGREEMENT

- 1.1 This Agreement is between Edison-Bethune Charter Academy (“EBCA”) and Fresno Teachers Association (“FTA” or “Union”).
- 1.2 This Agreement is entered into and shall be enforced pursuant to the Educational Employment Relations Act (EERA) of the California Government Code (Sections 3540-3549) as adopted and amended.

ARTICLE II - RECOGNITION

- 2.1 EBCA hereby recognizes FTA as exclusive representation pursuant to the Educational Employment Relations Act (Government Code Section 3540, et seq.) for a collective bargaining unit consisting of “all professional educational personnel including, but not limited to, certificated teachers; lead teachers; teachers holding other equivalent documents pursuant to Education Code Section 47605(1)” that are employed by Edison- Bethune Charier Academy (“EBCA”) and excluding “substitute teachers, classified staff, human resources staff, as well as management, supervisory and confidential employees within the meaning of section 3540.0 of the Educational Employment Relations Act.”

ARTICLE III - TERM

- 3.1 The term of this Agreement shall be from the date of full ratification by both parties through June 30, 2024.
- 3.2 While agreement to the initial collective bargaining agreement closes negotiations for 2021-2022, for 2022-2023 and 2023-2024, each year, either party may elect to reopen salary and health benefits and up to two (2) articles each.
- 3.3 During the term of this Agreement, there shall be no strike by unit members or lockout by FTA or unilateral imposition in the event of exhaustion of impasse procedures. This section of this Article shall lapse at the termination of this Agreement.

ARTICLE IV - UNION RIGHTS

4.1 Meetings, Facilities, and Equipment

- 4.1.1 The Union shall have the right to conduct Union business on school grounds. Union representatives may meet with members during duty-free lunch periods, before and after members' hours of service, or when they are not engaged in duties.
- 4.1.2 Subject to lawful school facility policy, the Union shall have the right at reasonable times to use School facilities and equipment for Union meetings.
- 4.1.3 Subject to the requirements herein, the Union shall have the right to use School email and School computers for Union business. Such use of the School's equipment shall not interfere with the work duties of unit members or otherwise be disruptive.
- 4.1.4 The Union may distribute information through school mailboxes and may post notices on the designated bulletin board in the Staff Room.
- 4.1.5 The Union shall have the right to present to all new bargaining unit members in any EBCA orientation/in-service before the school commences for up to thirty (30) minutes.

4.2 Information

The School shall supply the Union with a list of the teachers who are eligible for membership in the Union, showing their names, email addresses, telephone numbers, dates of hire, job titles, rates of pay, and FTE status twice (2) per year and upon request. The School shall also supply the Union with this employee information about new teachers as soon as it becomes available, and after there is a change to a current employee's information. Teachers may opt out of their telephone number and email address being shared with the Union, if they so choose.

4.3 Release Time

- 4.3.1 The Union shall have the right to release up to two (2) regular representatives for the purpose of meeting and negotiating with EBCA. Additionally, the Union shall have the right to release one (1) additional special representative for the purpose of meeting and negotiating provided the special representative is needed by the Union to offer particular knowledge or expertise on a subject of bargaining.
- 4.3.2 Release time also will be provided to the Union's designated officer for the purpose of attending disciplinary and grievance meetings and other meetings at which their attendance is requested by unit members.
- 4.3.3 The above release times shall be provided without loss of compensation. This includes the right to reasonable release time to prepare for such meetings.

4.4 Negotiation Rights

The Union retains its right to negotiate any mandatory subjects of negotiations under Government Code section 3543.2 not addressed by provisions of this Agreement.

ARTICLE V - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 5.1 Any Teacher who is a member of the FTA/CTA/NEA, or who has applied for membership, may sign and deliver to Administration an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Associations. Pursuant to such authorization, Administration shall deduct one tenth of such dues from the regular salary check of the teacher each month for ten months or for as many months within any such year as the teacher has been employed. The deduction authorization shall continue in effect from year to year unless revoked in writing before October 1 of any year. Teachers may also revoke membership and discontinue the payment of dues during the year with written notice of the change to EBCA, which EBCA will send to the Union.
- 5.2 As a requirement of this contract, teachers may become a member of the FTA/CTA/NEA or they may opt not to join in membership. If they choose to opt-into membership, the unit member must pay their dues via a lump sum to the Union directly, or authorize deductions by EBCA for remittance to the Union.
- 5.2.1 Unit members shall either have satisfied their dues or fees obligation to the Association by November 1, or thirty (30) days after their commencement of service, whichever is later, or upon receipt of written authorization for deduction from the unit member, Administration shall immediately begin automatic payroll deduction of the service fees.
- 5.2.2 In subsequent school years, unit members shall satisfy their dues or fees obligation to the Association within thirty (30) days after their commencement of service, or Administration shall immediately begin automatic payroll deduction as delineated herein.
- 5.2.3 Unit members may satisfy their dues or fees obligation by lump sum payment payable to the Association. Such payments shall be made on or before the deadlines cited above.
- 5.2.4 Documents signed by unit members accepting employment shall contain provisions delineating unit members' obligations to pay dues or fees, should they elect to be a member in the Association.
- 5.2.5 Newly employed unit members shall be given a copy of this Agreement and information regarding means of satisfying dues or fees obligations provided by the Association.
- 5.2.6 As unit members are initially programmed for payroll by Administration, the Association will be immediately provided locator and employee status information to enable contact for membership recruitment.
- 5.3 With respect to all sums deducted by Administration pursuant to paragraphs "1" and "2" above, for membership, Administration agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 5.4 The Association agrees to furnish any information needed by Administration to fulfill the provisions of this article.

5.5 FTA/CTA/NEA agrees to pay to Administration all legal fees, legal costs and liability incurred by EBCA in all actions arising from this article. If FTA/CTA/NEA chooses to compromise or settle any action arising from this article, or if FTA/CTA/NEA is willing to compromise or settle any such action and EBCA is not, EBCA may continue the defense of such action at its own expense, and all legal fees, legal costs and liability incurred thereafter shall be paid solely by the EBCA.

ARTICLE VI - CHARTER SCHOOL RIGHTS

- 6.1 EBCA's rights listed in this Article are in addition to all rights granted by law. Matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2 and also all rights and matters not limited by other provisions of this Agreement are reserved to EBCA. Reserved rights include, but are not limited to, the exclusive right to determine, establish, implement, modify, organize, reorganize or discontinue, any of the following, subject only to the other provisions of this Agreement:
- 6.1.1 The legal, operational, and organizational structure of EBCA, including the chain of command, division of authority, organizational divisions and subdivisions, and advisory commissions and committees;
 - 6.1.2 The financial structure of EBCA, including all sources and amounts of income, taxes and debt, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary timelines and procedures, accounting methods, fiscal and budget control procedures, and all budgetary allocations, reserves, and expenditures;
 - 6.1.3 The acquisition, disposition, number, location, and utilization of all EBCA schools and properties, including all facilities, grounds, parking areas and other improvements, and the personnel, work, and activity functions assigned to such schools and properties;
 - 6.1.4 All services rendered to the public and to EBCA personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the contracting and subcontracting of services including educational, support, maintenance and repair services;
 - 6.1.5 The educational policies, procedures, objectives, goals and programs, including those relating to the classes to be taught, curriculum, textbooks, equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, student health and safety, conduct, discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations, and the substantive procedural rights, obligations, and standards of performance of students, parents, unit members, other personnel and the public with respect to such matters;
 - 6.1.6 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of EBCA; the assignment of unit members to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to the number of unit members, when and where there is a job opening;
 - 6.1.7 The job classification and the content and qualifications thereof, and the duties for all unit members;

- 6.1.8 The dates, times and hours of operation of EBCA facilities, and functions and activities;
 - 6.1.9 Safety and security measures for students, the public, properties, facilities, vehicles, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
 - 6.1.10 The rules, regulations and policies for all unit members, students, and the public, subject only to the specific provisions of the Agreement;
 - 6.1.11 The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of EBCA not limited by specific provisions language of this Agreement.
- 6.2 All other rights of management not limited by other specific provisions of this Agreement are also expressly reserved to EBCA even though not enumerated above. Such other specific provisions of this Agreement constitute the only contractual limitations upon EBCA's rights. The exercise of any right by EBCA herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of EBCA's right or preclude EBCA from exercising the right in a different manner.
- 6.3 Since this Article is not a source of Union or Employee Rights, it is not subject to grievance.

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise affecting the welfare or working conditions of unit members. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level in this article should be considered as a maximum and every effort should be made to expedite the process.

7.2 Definition

A grievance is a claim by a unit member, unit members, or the Union that a provision of this Agreement has been violated or misapplied with respect to that unit member or members.

7.3 General Provisions

- a. The Grievant shall have the right to union representation at every step of the grievance procedure.
- b. EBCA shall provide release time without loss of compensation to unit members to attend grievance meetings.
- c. The failure of EBCA to respond to a grievance at any step within the required time frame shall result in an automatic appeal of the grievance to the next step. Time limits may be extended by mutual agreement.
- d. EBCA shall not take adverse employment action against any unit member for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.
- e. All references to days specified herein are workdays except where otherwise stated.

7.4 Level One: Informal Resolution

- a. The Grievant shall initiate a grievance within fifteen (15) days from the date the Grievant knew or reasonably should have known of the violation or misapplication of the collective bargaining agreement. A grievance shall be considered to be initiated upon a written notice of the concern to an Administrator or Human Resources.
- b. Every effort should be made to resolve the grievance informally between EBCA and the Grievant. Within ten (10) days following the initiation of the grievance, an informal meeting will take place between the Grievant and the Administrator/Human Resources. The Administrator shall gain a clear understanding of the grievance and work with the Grievant to resolve the issue.

7.5 Level Two: Formal Grievance: Principal Level

If the unit member's grievance is not resolved to their satisfaction at Level One, the unit member may proceed to a Level Two formal grievance.

A formal grievance must be filed with the Principal within fifteen (15) days of the decision/resolution in Level One.

The grievance must be presented in writing to the Principal by completing an EBCA-FTA Grievance Form. The written statement on the grievance form will be clear and concise, including the specific provision(s) of the agreement alleged to have been violated, and it shall state the specific remedy sought.

Absent extenuating circumstances, a meeting between the Grievant and the Principal, or the Principal's designee, shall take place within ten (10) business days from presentation of the grievance. The Principal or designee shall reply with a decision in writing within ten (10) business days following the meeting. The receipt of such reply/decision will terminate Level Two.

7.7 Level Three: Board Review

Within ten (10) days of the receipt of the Level Two decision, if the grievance is not resolved in the opinion of the Grievant, the Grievant may request that the Board of Directors be assigned to assist the parties in the resolution of the complaint. The request must be made to the Board in writing.

A designated Board member shall meet with the parties within thirty (30) days (or longer by request of the Board member) of the request. The Board, or a designated Board member, shall review the underlying facts, a written statement from the Grievant and EBCA, and conduct any additional factual inquiry needed, and render a decision. The written decision of the Board, or the Board member designee, shall be submitted to the parties and will be final and binding upon the parties.

7.8 Level Four: Arbitration

If FTA is not satisfied with the decision at Level III, FTA may within five (5) days submit a request in writing to the Board of Directors for binding arbitration of the dispute. The Board will consider the request for binding arbitration at the next regular Board meeting where the item can be added to the agenda and, if timely, authorize the Principal to proceed with binding arbitration. FTA and the Board (or designee) shall within five (5) days request the State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. The parties shall jointly select the arbitrator from the panel, or may jointly agree to use a different mutually selected and agreed upon arbitrator not on the panel.

FTA and the Board of Directors may agree to use expedited arbitration as provided for in accordance with the American Arbitration Association Rules for Expedited Arbitration. If there is an agreement to expedited arbitration as delineated immediately above, the parties shall notify the arbitrator as soon as reasonably possible, and the arbitrator shall supply the parties with written notification of three possible hearing dates encompassing no less than a two-week span.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of EBCA. The decision of the arbitrator will be submitted to the Board of Directors and FTA and will be final and binding upon both parties to this agreement. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by EBCA and FTA. All other costs will be borne by the party incurring them.

EBCA and FTA will make every effort to resolve their disputes before proceeding to binding arbitration. The goal of the parties is to resolve all matters at the school site unless the matter impacts multiple unit members and cannot be resolved through Levels I-III. FTA shall not request arbitration unless the facts and circumstances indicate egregious behavior on behalf of EBCA.

ARTICLE VIII – PROCEDURES FOR EVALUATION

EBCA Evaluation Summary

New Teachers hired at EBCA will be evaluated during the first and second year. Returning teachers from 3rd year and beyond will be evaluated every other year.

- For teacher teaching at EBCA 3 years or more, Evaluatee and Evaluator may mutually agree to less observations.

Evaluation consist of:

- Notification via email to Evaluatee which will notify them that they will be evaluated and the Evaluator for that year.
- Preconference with evaluator by end of September to review forms and evaluation process for the year
- Observations will consist of at least two Formal observations and two informal observations during the year. Management retains the right to add more observations if needed. Goal is to complete a formal and informal observation before winter break. The second formal and informal round of observation should be completed by Spring break. But the minimum would be at least one formal and one informal observation. Observations will usually be 30 to 45 minutes. The evaluatee can always request additional observations if they feel it is needed.
- Each Formal observation will include a post conference. Informal observations do not require a post conference but Evaluatee or Evaluator may request one.
- Formal Observation is a scheduled observation where subject and time is set up by the Evaluatee. Prior to visit Evaluatee will submit lesson plan and observation form #3. After observation Evaluatee will sign up for a post conference. Evaluator will complete observation form #4 and review at the post conference.
- Informal Observation is an unscheduled observation. The evaluator will email observation notes using observation form #4. No post conference is required but may be requested by either Evaluatee or Evaluator.
- A summative evaluation of teacher performance form will be completed and reviewed in a final conference with evaluator after informal and formal evaluations are completed. Summative conferences are completed during month of May.

ARTICLE IX – EMPLOYMENT TERMS

Form of Employment

Unit members will be offered employment on one (1) year contracts from school year to school year. EBCA will not release unit members during the school year except for just cause. However, EBCA may opt to non-renew a unit member between school years with written notice provided to the unit member before the end of school year without just cause.

For just cause terminations, EBCA will utilize the progressive discipline policy established in the Due Process and Progressive Discipline Article.

Form of Notice/Procedures

Unit members will be provided written notice of termination with a description of the just cause forming the basis for dismissal.

Post-Termination Options

The unit member shall have a right to make a written response to the termination for placement in the unit member's personnel file. The written response must be submitted to the Principal within ten (10) days of the termination. The Principal will review the response and may consider whether to overturn the termination, however, this is not an appeal process. The unit member's appeal rights are only as established in the Grievance Article.

All other terms not stated herein are as stated in the Employee Handbook with the intent to preserve the status quo at EBCA as best as possible. EBCA will distribute one (1) school year employment agreements, consistent with the collective bargaining agreement, confirming the exact job terms applicable to the unit member.

ARTICLE X – LEAVES OF ABSENCE

10.1 Sick Leave

Unless required otherwise by local ordinance, the following applies regarding unit member sick leave.

10.1.1 Paid Sick Leave

All unit members shall be entitled to a frontload of up to eighty (80) hours of paid sick leave per school year, prorated based on FTE status. If a unit member separates before the end of the school year, their paid sick leave balance will be prorated and transferred to their next employer/California State Teachers' Retirement System ("STRS") based upon length of time employed.

If any applicable local ordinance requires a greater amount of time be provided at the beginning of any school or fiscal year, EBCA shall comply. Unused sick leave carries over from year to year and is not paid out upon separation from employment.

10.1.2 Use of Sick Leave

Leave may be used for personal injury or illness of the unit member or an immediate family member. Immediate family includes a parent, spouse, registered domestic partner, child, grandchild, brother, sister or grandparent. Sick leave may also be used for purposes relating to a unit member being a victim of domestic violence, sexual assault, or stalking. Sick leave must be taken by unit members in increments of one (1) hour.

Leave will be deducted in half hour increments (0.5) according to the actual number of hours needed to cover the absence according to the length of the work day for the day of the absence.

10.1.3 Notice of Need for Use of Sick Leave

Sick leave shall be requested at least twenty-four (24) hours in advance where possible. Unit members are expected to notify the Principal, Human Resources, the Office, and the teachers in their grade of their absence in writing by email. Unit members are also responsible to make a request for substitutes through EBCA's designated system for such purpose.

10.1.4 Physician's Verification for Extended Illness

For absences of three (3) consecutive work days or more, EBCA may require a physician verification. If requested, unit members may be expected to present a physician's statement certifying the unit member's fitness to return to duty.

10.1.5 Sick Leave/STRS Credit

Upon retirement, the unit member's accrued sick leave, if any, may be applied toward service credit in accordance with CalSTRS regulations.

10.1.6 Rate of Pay During Sick Leave

Unit members shall be paid their regular wage at the normal base rate while using accrued sick leave. If the unit member has exhausted their accrued sick leave, the leave will be unpaid. Unit members do not accrue sick leave while on an unpaid leave of absence.

10.1.7 Return to Work from Extended Illness Leave

Unit members returning from an extended illness or injury may be required to provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

10.1.8 Limited Donations

Unit members may donate up to five (5) days (40 hours) of paid sick leave to another unit member when the unit member has exhausted all accrued paid sick leave but falls short of a need for catastrophic leave. A donation may be made once the recipient unit member reaches a zero balance. Unit members may only donate leave if they are able to retain at least eight (8) days (64 hours) of paid sick leave for themselves. The recipient unit member may receive no more than five (5) days (40 hours) of limited donation leave per school year.

10.2 Observed Holidays

10.2.1 The EBCA calendar reflects any and all holidays observed by the School. The following holidays off are provided to employees without a loss in pay.

- New Year's Day
- Martin Luther King Jr. Birthday
- Lincoln's Birthday
- President's Day
- Friday before Easter Sunday
- Memorial Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

EBCA attempts to follow the holidays offered by Fresno Unified School District.

10.2.2 Religious Holidays: Unit members may take time off for recognized religious holidays with advance written notice to the Principal. The unit member will be paid if they use paid sick leave to cover their absence.

10.2.3 Limitations: Unit members on a leave of absence are not eligible for observed holidays.

10.3 Unpaid Leave of Absence

10.3.1 Unpaid Leave

At the discretion of the School, unit members may be granted an unpaid leave of absence. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If the unit member is covered for medical and dental coverage benefits, such benefits will remain in force during an unpaid leave only until the end of the month where the leave began. No sick leave is accrued during any type of unpaid leave of absence. This section does not apply to approved leaves under the Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave.

10.3.2 Process for Requesting Unpaid Leave

Requests for an unpaid leave of absence or any extension of a leave shall be submitted in writing to the School thirty (30) days in advance or as soon as practicable prior to commencement of the leave period. Unpaid leaves are not guaranteed and are based on the discretion and staffing needs of EBCA. The School will make the final decision concerning the request. All unit members on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor as soon as a unit member becomes aware of the need.

10.3.3 Return from Unpaid Leave

It is possible that a unit member returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. It is possible If a unit member fails to return to work after an approved leave of absence, including any extension of the leave time, the unit member will be considered to have voluntarily terminated employment with the School. If a unit member has been non-responsive to EBCA and continues to be absent without authorization for at least thirty (30) days after the end of the unpaid leave, EBCA will consider the unit member to have voluntarily terminate employment.

10.4 Pregnancy Disability, Family Medical, and California Family Rights Act Leaves

The School shall provide Pregnancy Disability Leave ("PDL"), Family and Medical Leave Act ("FMLA") and California Family Rights Act leave ("CFRA") (including child bonding leave) to unit members consistent with applicable law. Any such leave shall not constitute a break in service and when the member returns from leave. Upon timely return, the unit member is entitled to the same position unless the member would not otherwise have been employed in the same position at the time reinstatement is requested. If the unit member is not reinstated to the same position, they must be reinstated to a comparable position.

10.4.1 Pay During Leave

Unit members on approved FMLA, CFRA and/or PDL leaves relating to pregnancy disability (excluding baby-bonding) are entitled to receive partial pay from EBCA

during their absence after they have exhausted all available paid sick leave and catastrophic leave. The partial salary is calculated as the difference between the substitute teacher rate and the unit member's rate of pay until the employee is medically cleared by their physician, up to six (6) weeks for natural births, or eight (8) weeks for c-section births.

10.5 Industrial Illness/Workers' Compensation

The School shall provide 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.

10.6 Catastrophic Illness or Injury Leave

10.6.1 Leave Bank

A unit member who has exhausted all paid leave and continues to be absent from work due to a catastrophic illness or injury, or the catastrophic illness or injury of a family member, may receive up to six hundred (600) hours of catastrophic leave. Catastrophic leave consists of paid sick leave donated by EBCA employees including non-unit members.

10.6.2 Qualifying Purposes

"Catastrophic illness or injury" means a life-threatening illness or injury that is expected to incapacitate the unit member for more than thirty (30) days, or that incapacitates a member of the employee's family which incapacity requires the employee to take off work for more than thirty (30) days to care for that family member.

"Member of the employee's family" shall be limited to spouse, domestic partner, child, parent, grandparent, grandchild, or sibling of the employee or of the employee's spouse.

10.6.3 Requesting Paid Leave

The unit member may request catastrophic leave by completing and returning a Catastrophic Leave Request form and submitting it to the HR Department. EBCA may request verification of the catastrophic injury or illness.

Verification shall be made by means of a medical certification, dated and signed by the sick or injured person's physician, indicating that an incapacitating illness or injury has occurred, and the probable duration of the illness or injury. The Principal or designee shall make the determination of whether the unit member qualifies for a donation of leave.

10.6.4 Donations of Leave

Any employee may donate up to five (5) days of accumulated and unused regular paid sick leave to a unit member or other qualifying employee.

Leave may be donated in full day (8 hour) increments. Any COVID-19 specific leaves cannot be donated.

Unit members must retain eight (8) days (or 64 hours) of paid sick leave to meet their own needs. The Principal, or designee, may announce an opportunity for employees to donate accumulated, unused sick leave to a qualifying employee. EBCA will protect employee privacy by referring to the employee by a number, and may refer to the amount of leave time needed or the fact that leave time is needed. Unit members may only have access to the leave actually donated to them.

The Principal or designee shall approve the transfer of eligible sick leave to the qualifying employee. The qualifying employee shall not be identified as the recipient of the leave and no medical or personal information shall be disclosed for the privacy of all employees.

10.6.5 Leave Eligibility and Approval

The Principal, or designee, shall determine the unit member's eligibility for catastrophic leave. Unit members must meet the following criteria:

- The unit member is unable to work due to the unit member's or a family member's catastrophic illness or injury;
- The unit member has exhausted all accrued paid leave; and
- The unit member may only receive the maximum donation once per school year.

The Principal, or designee, shall make the determination and inform the unit member of whether they are approved for catastrophic leave.

10.7 Bereavement Leave

Unit members are entitled to time off from work with full pay in the event of a death in the family, in accordance with the following guidelines. Requests for bereavement leave must be made to the HR Department:

10.7.1 Days Allowed

Up to three (3) days, or five (5) days in the event of out-of-state travel, in the event of death of a spouse, registered domestic partner, child, parent, sibling, or comparable step relation, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law, or the registered domestic partner's equivalent relative.

10.8 Jury Duty and Witness Leave

10.8.1 Days Allowed

Unit members, while serving jury duty or appearing as a witness pursuant to an official summons/subpoena, shall receive twenty-four (24) hours of jury duty/witness leave.

10.8.2 Process for Requesting Leave

To qualify for either jury duty or witness leave, a unit member must submit to the Principal a copy of the summons as soon as it is received. No adverse employment action will be taken against unit members due to their service as either a juror or witness in state or federal courts.

10.9 Military and Military Spousal Leave of Absence

The School shall comply with all applicable military service leave laws, including USERRA.

10.10 Other Statutory Leaves of Absence

The School shall comply with applicable law with respect to any statutory leaves of absence not mentioned herein.

ARTICLE XI – WORK YEAR/WORK DAY

11.1 Work Year

11.1.1 Unit members shall work one hundred eighty-five (185) total days, including one hundred eighty (180) instructional days and five (5) professional development days. Three (3) of these days will be scheduled for professional development at the beginning of the school year, and the other two (2) professional development days will be scheduled during the school year.

11.2 Work Day

11.2.1 Regular Work Hours

The unit member work day begins at 7:40 a.m. at the latest. On Monday, Tuesday, and Thursday, the work day ends at 3:40 p.m. On Wednesday, the work day ends at 4:30 p.m. On Friday, unit members have the flexibility to leave after the instructional day is over once students have left campus, typically within ten (10) minutes of the end of the instructional day.

The flag salute begins at 7:50 a.m. and student instruction begins at 7:55 a.m., Monday through Friday. Student instruction ends at 3:15 p.m., Monday through Thursday, and 1:15 p.m. on Friday.

Unit members are to remain on site during the work day unless approved by the Principal.

11.2.2 Special Work Hours

Unit members are expected to participate in scheduled events, including but not limited to, professional development, trainings, assemblies, teacher-parent conferences, back-to-school night, musical performance, as indicated on the academic calendar and scheduled by EBCA.

Unit members provide student supervision on the blacktop in the mornings and at the crosswalk after school, on a rotating basis by grade level, as assigned.

11.2.3 Teacher Prep Time

Unit members are entitled to prep time during the work week. Prep time is divided as a 3/2, which means unit members have a mandatory three (3) days of grade level collaboration on all core subjects and data analysis/student concerns (as needed), and two (2) days of individualized prep. Prep time occurs while students are at art, music, and P.E.

11.2.4 Duty-Free Lunch

Full-time unit members will have a duty free lunch period of thirty (30) minutes, except in the case of inclement weather or other emergencies when staff shortages exist as determined by the site Principal or designee.

ARTICLE XII – CLASS SIZE CAP

EBCA shall make reasonable effort to maintain individual class sizes at or below the following guidelines based on factors, including, but not limited to, financial constraints, student allocation, class scheduling, instructional and student needs.

12.1 Staffing Ratios:

12.1.1 Staffing ratios shall be based upon the following teacher-pupil ratio: 1.1.1TK-2 at most 1:24

12.1.2 Grade 3 at most 1:27

12.1.3 Grades 4-6 at most 1:29

12.1.4 The individual class guidelines in sections 12.1.1, 12.1.2, and 12.1.3 above shall apply after the first thirty (30) instructional days have elapsed.

12.1.5 In the event that teacher-pupil ratio extends past thirty (30) days, Administration shall provide a written explanation to the unit member regarding why their class exceeds the individual class size guidelines as described in sections 12.1.1, 12.1.2, and 12.1.3 above.

12.1.6 It may be mutually agreed upon between the teacher(s) and Principal to allocate the resource differently (including exceeding the teacher-pupil ratio) to best meets the needs of the students.

12.2 Deployment:

12.2.1 In the event that a unit member is assigned additional students above the staffing ratio for a full school day due to deployment, the assigned unit member(s) shall receive a special assignment stipend in the amount of \$50 per teacher, per day.

12.2.2 Unit members may mutually agree to a deployment for a time period less than two (2) hours for the benefit of one teacher, granted as a courtesy by the other. No special assignment stipend shall be warranted when deployment is arranged by mutual agreement of the unit members and not assigned by EBCA.

12.2.3 The union shall coordinate with EBCA to ensure no unnecessary or disruptive deployment occurs and shall try to help scheduling absences to minimize deployment where possible.

12.2.4 When a deployment has occurred the deployment teachers will receive a deployment stipend base on the following schedule:

- Less than 2 hours – No Stipend
- More than 2 hours but less than 4 hours – ½ day stipend - \$25

- Full Day deployment – Full day stipend - \$50.

12.3 Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that all of the above proposed class sizes are based on the availability of funding and may be exceeded if for any reason there exists an inability for full funding.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

Rodolfo [Signature]
EBCA Representative

Date: 4/5/24

Shirley [Signature]
FTA Representative

Date: 4/5/24

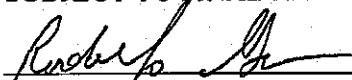
ARTICLE XIV– ASSIGNMENTS/TRANSFERS

- 14.1 EBCA shall attempt to staff unit members in their same grades and roles for the following school year where possible.
- 14.2 Unit members will be provided a letter of intent at the end of the previous school year asking their intentions of returning for the following school year and the grade levels preferred. The unit member must return the letter of intent by the timeline indicated in the requesting documents, which shall provide no less than seven (7) days for the unit member to consider and return to EBCA.
- 14.3 EBCA will attempt to assign teachers the grade level of their choice. Unit members with more years of service to EBCA will be given greater preference in choosing their assignment. However, based on the needs of the school, EBCA may not be able to offer unit members their first choice in assignment. EBCA may also be required to change grade level assignments or classrooms when other unit members resign with late notice over summer break or during the school year. The final decision on staffing is at the discretion of EBCA. No teacher will be assigned to a grade level for which they are not qualified to teach. EBCA will make reasonable efforts to make all assignments by May of the prior school year.

ARTICLE XV – COMPENSATION

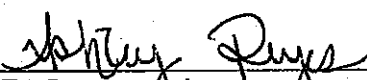
- 15.1 The goal of EBCA is to offer compensation comparable to Fresno Unified School District. EBCA shall therefore increase unit member salaries by nine and a half (9.5%) percent of 2023-2024-unit member salaries.
- 15.2 The salary schedule is set forth in **Appendix A**.
- 15.3 Initial placement on the salary schedule shall be determined by EBCA and shall be based on demonstrable proof of relevant prior experience. Criteria for determining experience shall be uniform and objective.
- 15.4 EBCA and the Union shall agree to reopen this Article in for the 2025-2026 school year.
- 15.5 Extra Duty Rates:
- 15.5.1 Coaching Stipend
- 15.5.1.1 Stipend for Coaching after school sports - \$1,200 per sport for the Head Coach, and \$600 for Assistant Coaches, and can be split between employees by pre-arrangement (between employees). Stipend will be paid November, March or May – depending on the sport.
- 15.5.1.2 Athletic Director Stipend – will be \$2,000, and paid in 2 installments in November and May.
- 15.5.2 Tutoring
- 15.5.2.1 Tutoring Compensation – Tutoring will be contracted to provide 1 hour of tutoring to students, and 0.5 hour of prep time for a total of 1.5 hours per tutoring session. The sessions are to be held after school only. The rate will be \$55 per hour – or \$82.50 per session.
- 15.5.2.2 Tutoring Assessment – Teacher providing tutoring will conduct pre and post assessment to their students based on their lesson plans.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



EBCA Representative

Date: 4/5/24



FTA Representative

Date: 4/5/24

EDISON BETHUNE CHARTER ACADEMY
 Basic Salary Schedule, Effective July 1, 2024
 Schedule A - Teachers - 185 Duty Days

PLACEMENT ON THE SALARY SCHEDULE
 Full Credit will be given for verified K-12 service

Level	Class I BA +30	Class II BA +45	Class III BA +60	Class IV BA +75
Non-Credentialed Teachers				
0	59,162.73	62,712.51	66,262.26	69,812.00

Full-Credentialed Teachers				
1	62,712.51	66,262.26	69,812.00	73,361.78
2	66,262.26	69,812.00	73,361.78	76,911.55
3	69,812.00	73,361.78	76,911.55	80,461.31
4	73,361.78	76,911.55	80,461.31	84,011.08
5	76,911.55	80,461.31	84,011.08	87,545.41
6	80,461.31	84,011.08	87,545.41	91,110.59
7	84,011.08	87,545.41	91,110.59	94,660.37
8		91,110.59	94,660.37	98,210.13
9			98,210.13	101,759.89
10				105,309.64

Proposed: 4/4/2024

Teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For Example, if you are coming into EBCA with 2 yrs experience from another district, you will begin at level 3.

Teachers with 5 or more years of experience will begin at the level representing completed years of experience. For Example, if you are coming into EBCA with 5 yrs experience from another district, you will begin at level 6.

Career Increment: Career Increment of 1.6% each year from the 11th to 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in EBCA except that up to five (5) years of service credit shall be granted for out-of-district service. All regular EBCA employment will apply for career increments.

For example, a Teacher in Class IV, level 10 meeting the appropriate years of service would receive the following compensation:

Years of Service	Percentage of Salary	Career Increment	Salary
11	1.6%	1,684.95	106,994.60
12	3.2%	3,369.91	108,679.55
13	4.8%	5,054.86	110,364.51
14	6.4%	6,739.82	112,049.46
15	8.0%	8,424.77	113,734.41

ARTICLE XVI - HEALTHCARE

EBCA will continue under the current employer health insurance plan for the 2024-2025 school year. EBCA will maintain contribution rates for the next contract year. As follows:

Health Insurance – Cost to Employee Each Pay Period (1 Month):

Employee:	\$160.00
Employee + Spouse:	\$220.00
Employee + Child(ren):	\$175.00
Employee + Family:	\$230.00

Dental Insurance – Cost to Employee Each Pay Period (1 Month):

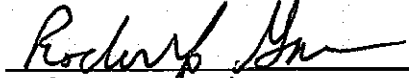
Employee:	\$0.00
Employee + Dependent:	\$10.00
Employee + 2 or More Dep.	\$20.00

Vision Insurance – Cost to Employee Each Pay Period (1 Month):

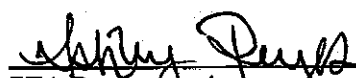
Employee:	\$0.00
Employee + Dependent:	\$6.00
Employee + 2 or More Dep.	\$12.00

Life Insurance – Included for all employees regardless of participation in benefits

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



EBCA Representative



FTA Representative

Date: 4/15/24

Date: 4/15/24

ARTICLE XVII – SAFETY

17.1 Work Conditions

Unit members are entitled to work in a safe workplace free of hazardous conditions. Unit members will not be asked to perform tasks that endanger their health or safety as determined by EBCA, and/or the appropriate state agency.

17.2 Written Report on Unsafe Conditions

Each unit member shall be required to immediately report to the Principal and/or Chief Business Officer (as appropriate), in writing via email, any conditions that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons.

17.3 Pupil Suspension for Disciplinary Matters

A unit member may recommend that a student be suspended from his/her class up to two (2) days, consistent with the School's suspension/expulsion policy and the Education Code, provided that the unit member contact the parent of the student regarding the disciplinary recommendation. Students subject to "in-class" suspension are suspended from the suspending teacher's classroom but they may attend other classes. Students subject to "in-school" suspension will not attend any regular classes and will be placed at a location assigned by administrators.

Following any disciplinary action, Student's Profile will be updated in Aeries as well as a conference held with Administration and unit member to discuss disciplinary actions, before the student's return to class.

17.4 Personal Safety

17.4.1 Infections or Contagious Disease

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the Office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of employees and students.

17.4.2 Dangerous Student Action

Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer such student to Administrators.

17.4.3 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person. If physical control of a student is ever utilized (e.g., a student is physically restrained), the unit member will immediately call the

office for assistance and report the incident to the office at the time it occurs.

17.5 Immediate Report of Assault/Threats

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

Upon receipt of reports of threat(s), Administration will seek to make reasonable accommodations for unit members.

ARTICLE XVIII – DUE PROCESS AND PROGRESSIVE DISCIPLINE

18.1 Purpose

EBCA will attempt to coach and support teachers where possible before proceeding with the use of discipline. EBCA's goal is to provide feedback and an opportunity for the unit member to improve their behavior before discipline is issued.

18.2 Disciplinary Process

18.2.1 Administrators will only issue discipline when it is warranted under the terms of the Employee Handbook. Administrators will also attempt to use a progressive disciplinary system, starting with a warning, prior to moving into a written reprimand, where possible.

18.2.1.1 Informal Level: The parties believe that disciplinary questions and/or issues are best resolved by means of objective discussion between appropriate administrative personnel and bargaining unit members. This is the first step prior to formal discipline. Informal interventions may include verbal discussions, verbal warnings and/or written memo(s) of concern. Support and directives may include verbal coaching, modeling, observations and/or a plan for improvement. Documentation at the informal level may include emails summarizing a verbal warning and/or a memorandum of concern.

18.2.1.2 Written Warnings: Written warnings issued to the bargaining unit member constitute the first level of formal discipline. Written warnings may be issued when efforts at the informal level (discussion(s) and/or memo(s) of concern) do not result in satisfactory correction of the unit member's behavior or the conduct at issue is sufficiently serious to warrant a written warning. The dates of discussion(s) and memo(s) of concern are to be attached to the written warning.

18.2.1.3 Written Reprimand: Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. Administration must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose. Progressive discipline is not required to issue a written reprimand if the conduct at issue is sufficiently serious to warrant a written reprimand.

18.2.1.4 Suspensions Without Pay: A second written reprimand for placement into the bargaining unit member's personnel file, which may include a written notice of suspensions without pay [not to exceed fifteen (15) working days], shall constitute the third level of formal discipline.

Administration must append to the reprimand/notice of suspension any prior written warnings and/or reprimands which are to be relied upon for any purpose. Progressive discipline is not required to issue a Suspension Without Pay if the conduct at issue is sufficiently serious to warrant a Suspension Without Pay.

18.2.2 However, if the conduct by the teacher is serious or harmful to stakeholders, or disruptive to students or the school, EBCA will skip any levels of the progressive discipline necessary to provide a response equal in seriousness to the conduct.

18.3 Right to Representation

Teachers have a right to bring a representative to a formal disciplinary meeting where written discipline will be issued. They may also write a rebuttal in follow up and have that attached to the discipline in their personnel file. Discipline is not appealable.

ARTICLE XIX – PERSONNEL FILES

19.1 Personnel records shall be kept on all unit members and shall include and all job terms and conditions specific to the unit member's employment, such as performance evaluations, job hire documents, job status changes, credentials and licenses, and related files.

19.2 Unit members shall have the right to review the contents of his/her own personnel files maintained by EBCA.

EBCA may fulfill this obligation by providing the unit member with a digital or paper copy of their personnel file, or specific records within the file, which they shall be entitled to share with their union representative, at their discretion.

19.3 Unit members shall be provided a copy of any adverse actions, performance evaluations, or negative feedback prior to such documents being placed in the unit member's personnel file. Unit members shall be given an opportunity to initial and date the materials at the time of receipt. If they refuse to sign and date the materials, EBCA may indicate on the signature line that the unit member refused to acknowledge receipt of the document. The unit member shall also be entitled to prepare a written response to such materials within ten (10) working days of receipt and have the response placed in their personnel file. The name of the person or persons who issued the adverse action, performance evaluation, or negative feedback will be written on the document with the date of issue.

19.4 EBCA shall maintain the privacy and security of personnel files. Access to personnel files shall be limited to the Administration on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence.

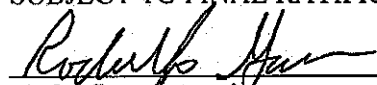
19.4.1 Personnel files will only be disclosed to the employee and those with a legal right to inspect the file, such as pursuant to a subpoena or court order.

19.5 EBCA shall maintain personnel files for at least the statutory timelines required by law.

ARTICLE XX – SUMMER SCHOOL TEACHERS

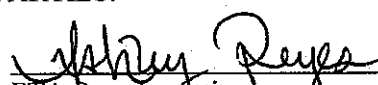
- 20.1 Unit member requests to teach during summer school shall be submitted to EBCA via EdJoin by May 15, and assignments shall be made no later than May 31.
- 20.2 Notification of assignment to summer school shall be in writing and shall include the grade of the assignment and the tentative subject to be taught.
- 20.3 No teacher shall be required to teach summer school. However, once a teacher agrees to serve in a particular assignment, every attempt will be made to maintain that assignment or to provide an appropriate alternate assignment, if possible. Unit members understand that assignments are based on, and driven by, student enrollment. Losses of enrollment may result in a reduction of summer school classes or need for summer school teachers.
- 20.4 Summer School Daily Schedule will be based upon a 6 hour work-day
 - 20.4.1 Duty day will be 7:30 am- 1:30 pm
 - 20.4.2 Daily rate of pay will be \$55.00 per hour
 - 20.4.3 Summer school typically will be a total of 16 duty days, but may be more or less depending on the needs and schedules of EBCA, students, and teachers. Unit members will be advised of the summer school calendar prior to the start of summer school.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



EBCA Representative

Date: 7/5/24



FTA Representative

Date: 4/5/24

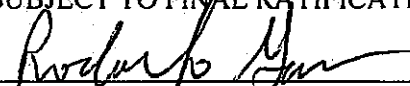
ARTICLE XXI - LEAD DUTIES AND PAY

All teachers working in a Lead capacity, will receive a \$1,500 stipend. The stipend is payable twice per year, prorated over November and May of the same school year.

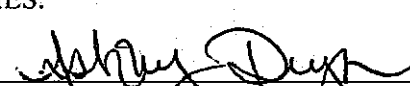
If another teacher acts as Lead during a teacher leave of absence, the interim teacher will receive a prorated amount of the stipend.

The Lead Teacher Duties are attached and incorporated by reference.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:



EBCA Representative



FTA Representative

Date: 4/20/23

Date: 4/20/23



Edison Bethune Charter Academy

LEADING THE CHANGE

1616 S. Fruit Avenue • Fresno, CA 93706

www.myebca.com

Office: (559) 457-2530
Fax: (559) 498-0711
Email: info@myebca.com

Lead Teacher Duties

Role: Lead Teacher Duties

School: Edison Bethune Charter Academy

Reports to: Executive Director/Principal and Curriculum/Instruction Director

Job Summary:

A Lead Teacher is a Teacher that performs additional Lead duties for a stipend. This is not a separate job position but an extra duty assignment. Lead Teachers follow the Teacher job description in addition to the following:

The Lead Teacher takes responsibility for the day to day management of their grade level. Lead Teachers support the mentorship and development of the Teachers in their grade and may help develop other new or less experienced Teachers. Lead Teachers take responsibility for the quality of the curriculum offered, the effectiveness of the planned instruction, and the collaboration of the Teachers on their team. In addition, they take responsibility for monitoring instruction in their grade level, disseminating information from the leadership team, and communicating that information to other team members. Lead Teachers know the strengths and weaknesses of their team and seek to offer the other teachers on their team support to ensure students are provided the best quality instruction and supervision.

The Lead Teacher works as a team member by sharing teaching strategies and by leading common planning. They collaboratively create pacing guides for subject areas and guide their team throughout the year. Lead Teachers work with team members to analyze different forms of student assessments, communicate with team members about student progress, and plan for further instruction. Lead Teacher submit grade level lesson plans and collaboration logs weekly to the curriculum/instruction director. Lead Teachers may be required to work additional hours beyond a teacher workday to attend meetings, perform tasks, or create materials that are needed to support their grade level.

Main Responsibilities:

- Implement EBCA's school policies and procedures;
- Manage the grade-level teaching team;
 - Ensure the implementation of school performance standards for the grade level, including team meetings and professional development;
 - Develop strategies for the grade level for building a learning environment consistent with EBCA's school standards and guidelines;
 - Establish a culture of professionalism among grade level team members and work to resolve problems and conflict at the grade level;
 - Observe instruction of grade level teachers and facilitate opportunities for grade level teachers to observe each other;
 - Lead and support the development of grade level teachers' professional growth plans;
 - Support grade level team in identifying intervention needs of students and support implementation among grade level teachers;
- Serve as a professional-development resource for team members;
 - Facilitates Professional Development for their grade-level team
 - Review evaluate/analyze data with grade-level team to monitor progress and create action plans to improve student achievement

- Coach team members as needed;
 - Model implementation of curriculum for the grade level team;
 - Model effective, stimulating and rigorous instruction for the grade level team;
 - Ensure ongoing communication with parents and staff;
 - Integrate technology into the instructional program and be proficient in its use;
 - Serve on the School Leadership Team;
 - Complete other duties as assigned by the Principal and Curriculum/Instruction Director
 - Lead Teachers may be asked to present information at Board Meetings.
-

The EBCA Vision

We, the learning community of Edison Bethune Charter Academy, believe all children can learn. By receiving a world class education, all students will be academically prepared to compete globally.

The EBCA Mission

Edison Bethune Charter Academy's mission is to provide all students with a rigorous standards-based curriculum to achieve success. Every child is provided with resources and opportunities to reach his/her individual potential through academic preparation and personal responsibility. Working as a team of parents, staff, and students, EBCA is dedicated to providing a world class education to ensure the academic advancement of every child.

Core Values -Wisdom-Courage-Compassion-Justice-Responsibility-Hope-Respect-Integrity-Pride

Code of Conduct-Be Safe-Be Respectful-Be Responsible

An Equal Opportunity Employer

It is the policy of EBCA, Inc. to provide educational and employment opportunities without regard to race, color, religion, creed, national origin, alienage and citizen status, age, marital status, disability, prior record of arrest or conviction (except as provided by law), sexual orientation, gender (sex), and to maintain an environment free of discriminatory harassment, including sexual harassment, or retaliation as required by civil rights law.

**ARTICLE XXII – LABOR/MANAGEMENT HEALTH AND SAFETY COMMITTEE
(LMHSC)**

- 22.1** EBCA and FTA shall establish a labor/management safety committee of equal representation which shall meet on a regular basis to discuss and consider appropriate means of resolving safety and student discipline issues. The committee shall have no more than six (6) members and no less than two (2) members.
- 22.2** Administration and the Union will appoint members to this committee no later than September 30 of each year covered by this contract. Each side may select the members independently.
- 22.3** The Labor/Management Health and Safety Committee shall develop non-binding recommendations for the Board of Directors addressing the following issues:
- 22.3.1** The development of programs that will teach pupils and teachers techniques for identifying and resolving conflicts without violence.
- 22.3.2** The development of training programs for school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
- 22.3.3** The development of staff development programs for school staff to learn to identify at-risk pupils, communicate effectively with such pupils and refer such pupils to appropriate school- community relationships.
- 22.4** The LMHSC may establish subcommittees to deal with special safety, environmental, and health issues.
- 22.5** The LMHSC or an appropriate subcommittee will consider any complaint brought to its attention in writing and will issue a written response as to whether a hazardous and/or unhealthful condition exists and how it will be addressed.

ARTICLE XXIII – SAVINGS CLAUSE

- 23.1** If any provisions of this Agreement or any application thereof to any bargaining unit member is held by the highest State or Federal Court to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 23.2** Should a provision or application be deemed invalid, as described in paragraph “1.” above, the School Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

APPENDIX B

EBCA Evaluation Summary

New Teachers hired at EBCA will be evaluated during the first and second year

Returning teachers from 3rd year and beyond will be evaluated every other year.

Evaluation consist of:

Notification via email to Evaluatee which will notify them that they will be evaluated and the Evaluator for that year.

Preconference with evaluator by end of September to review forms and evaluation process for the year

Observations will consist of at least two Formal observations and two informal observations during the year. Management retains the right to add more observations if needed. Goal is to complete a formal and informal observation before winter break. The second formal and informal round of observation should be completed by Spring break. For teacher teaching at EBCA 3 years or more, Evaluatee and Evaluator may mutually agree to less observations. But the minimum would be at least one formal and one informal observation. Observations will usually be 30 to 45 minutes. The evaluatee can always request additional observations if they feel it is needed.

Each Formal observation will include a post conference. Informal observations do not require a post conference but Evaluatee or Evaluator may request one.

Formal Observation is a scheduled observation where subject and time is set up by the Evaluatee. Prior to visit Evaluatee will submit lesson plan and observation form #3. After observation Evaluatee will sign up for a post conference. Evaluator will complete observation form #4 and review at the post conference.

Informal Observation is an unscheduled observation. The evaluator will email observation notes using observation form #4. No post conference is required but may be requested by either Evaluatee or Evaluator.

A summative evaluation of teacher performance form will be completed and reviewed in a final conference with evaluator after informal and formal evaluations are completed. Summative conferences are completed during month of May.

Teacher Classroom Observation Form

Teacher Name

Grade

Date of scheduled observation

Time

Part A: Classroom Observation Summary

Lesson Description: *(Description of the lesson observed including any anecdotal information noted. Remember to watch for requested area of focus.)*



Teacher

Observation Date

Part B: Post-Observation Meeting

Areas of strength: *(Identify areas of strength from the following categories: Planning & Preparation, Learning Environment, and Curriculum, Instruction & Assessment)*

Areas for growth: *(Identify areas of growth from the following categories: Planning & Preparation, Learning Environment, and Curriculum, Instruction & Assessment)*

Suggestions/Recommendations: *(Reference ways to improve instructional effectiveness.)*

Comments: *(Reference areas of strength or concern from informal observations or previous formal observations. Ensure to comment on requested focus areas)*



Part C: Planning for Growth: *(Summarize options for professional development relating to the areas of growth identified above and discussed with the teacher. Update teacher's professional growth plan as appropriate.)*

Teacher Signature _____ **Date** _____

Administrator Signature _____ **Date** _____



Edison Bethune Charter Academy

EVALUATION OF TEACHING PERFORMANCE

Teacher:

Date:

Grade/Department:

Lesson Content Observed:

Status of

Teacher: At Will

(MS) MEETS STANDARDS (P) PROGRESSING (U) UNSATISFACTORY – DOES NOT MEET STANDARDS

NOT ALL BOXES NEED TO BE CHECKED

STANDARD 1 – Engaging and Supporting All Students in Learning	MS	P	U
1.1 Using knowledge of students to engage them in learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Connecting subject matter to meaningful real-life contexts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Using a variety of instructional strategies, resources, and technologies to to meet students' diverse learning needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Monitoring student learning and adjusting instruction while teaching	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD 2 – Creating & Maintaining Effective Environments for Student Learning	MS	P	U
• 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Developing, communicating and maintaining high standards for individual and group behavior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all children can learn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Utilizing instructional time to maximize learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD 3 – Understanding & Organizing Subject Matter for Student Learning	MS	P	U
3.1 Demonstrating knowledge of subject matter, academic-content standards, and curriculum frameworks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Organizing curriculum to facilitate understanding of subject matter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Utilizing instructional strategies that are appropriate to the subject matter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to content	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Teacher: _____

STANDARD 4 – Planning Instruction & Designing Learning Experiences for All Students	MS	P	U
4.1 Using knowledge of student's academic readiness, language proficiency, cultural background, and individual development to plan instruction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Establishing and articulating goals for student learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5 Adapting instructional plans and curricular materials to meet the learning needs of all students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD 5 – Assessing Student Learning	MS	P	U
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3 Reviewing data both individually and with colleagues to monitor student learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5 Involving all students in self-assessment, goal setting, and monitoring progress	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7 Using assessment information to share timely and comprehensive feedback with students and their families	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD 6 – Developing as a Professional Educator	MS	P	U
6.1 Reflecting on teaching practice in support of student learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3 Collaborating with colleagues and the broader professional community to support teacher and student Learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4 Working with families to support student learning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.5 Working with colleagues to improve professional practice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.6 Managing professional responsibilities to maintain motivation and commitment to all student	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS TO THE FOLLOWING MAY BE ANSWERED ON A SEPARATE SHEET OF PAPER IF NECESSARY.

Adjunct Duties and/or commendation(s) for activities that have enhanced student learning:

Suggestion(s) to enhance student learning:

Professional Development Activities:

I do recommend this employee for re-employment

I do not recommend this employee for re-employment

No recommendation for re-employment at this time; a subsequent evaluation is necessary.

Evaluator's Signature

Date

*Teacher's Signature

Date

A COPY OF THIS EVALUATION WILL BE PLACED IN YOUR PERSONNEL FILE.
YOU HAVE THE RIGHT TO RESPOND AND YOUR RESPONSE WILL BE ATTACHED TO YOUR EVALUATION.

* Signature does not necessary indicate agreement with contents. Reaction or written response may be attached.

**SIDE LETTER BETWEEN
EDISON-BETHUNE CHARTER ACADEMY
AND
FRESNO TEACHER ASSOCIATION
REGARDING COMPENSATION/ONE-TIME BONUS**

This Side Letter regarding compensation in the form of a one-time, lump sum bonus is entered into by and between Edison-Bethune Charter Academy ("EBCA") and Fresno Teacher Association ("FTA") as follows:

WHEREAS, the parties acknowledge that the teacher compensation article of the collective bargaining agreement will be reopened in Spring 2024 and a corresponding increase in compensation within that article (if Board approved) will be majorly impactful to the EBCA budget; and

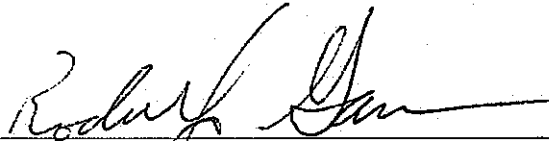
WHEREAS, EBCA has an interest in spreading the financial cost of a unit-wide compensation increase over a longer time period to lessen the financial impact to the budget; and

WHEREAS, teachers have continued to perform satisfactorily and EBCA wishes to show appreciation and acknowledgement for their work for the benefit of a positive work environment and to encourage teacher retention;

NOW, THEREFORE, the parties do hereby agree as follows:

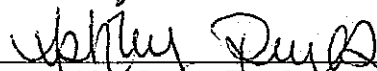
1. All teachers employed by EBCA for a minimum of thirty (30) days will receive a lump sum discretionary bonus in the amount of 8.5 percent of their annual salary, subject to required withholdings. *K.S. (P) (AR) (H) (SB)*
2. The bonus will be paid out in the pay period following Board, administrative, and FTA approval of this Side Letter.
3. This Agreement shall not establish precedent for the issuance of bonuses.

Date: 11/15/23



Rodolfo Garcia, Principal
Edison-Bethune Charter Academy

Date: 11/15/23



Ashley Reyes, Teacher
FTA Representative