



COLLECTIVE BARGAINING AGREEMENT

Between

OAKLAND SCHOOL FOR THE ARTS

and

**COALITION OF OAKLAND SCHOOL FOR THE ARTS TEACHERS AND STAFF,
CTA/NEA**

For the Term Ending July 31, 2024

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ARTICLE 1: RECOGNITION

- 1.1** The OAKLAND SCHOOL FOR THE ARTS (Employer) recognizes the COALITION OF OAKLAND SCHOOL FOR THE ARTS TEACHERS AND STAFF/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION (COSATS/CTA/NEA) (Union) as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code section 3540, *et seq.*) for all certificated employees, classroom teachers, and counselors, excluding all day-to-day substitutes and all supervisory, managerial and confidential employees of the Employer.
- 1.2** New certificated positions or classifications which are established during the term of this Agreement shall first be reviewed by the Employer and the Union as to their inclusion in the bargaining unit and shall thereafter be part of the bargaining unit, if the parties agree that such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.
- 1.3** In the event that the Employer contemplates opening any new school(s), new campus or expansion of the Employer or any affiliate, subsidiary, partnership, firm, corporation, or other legal entity under control of the Employer which provide instruction, either whole or in part, the Employer shall provide ninety (90) days advanced notice to COSATS. The parties shall negotiate and attempt to agree on whether affected personnel will become members of the bargaining unit and be covered under this collective bargaining agreement. If such efforts are unsuccessful the dispute shall be subject to the procedures of the EERA.
- 1.4** The parties to this Agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit, provided that the parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary and appropriate coverage of unit members as referred to in other Articles of this Agreement.

 - 1.4.1** OSA may hire a long term substitute to fill vacancies or a long term leave of absence. After thirty (30) working days, OSA shall offer a temporary contract to the substitute. If the substitute agrees to enter into the temporary contract, they shall become a unit member for the duration of the contact. Contracts may not exceed the school year during which the contract was offered. If the substitute does not agree to enter into the temporary contract, OSA will immediately notify COSATS and the parties will promptly meet to discuss alternatives and work collaboratively on an appropriate resolution.

- 1.4.2** If OSA is unable to fill a unit position after exhausting available avenues of hire, OSA may utilize a third party vendor to fill unit positions for the current school year. Unit positions filled from a third party vendor are not members of the bargaining unit. Persons employed by a third party vendor may not fill the same unit position in subsequent years unless hired by OSA and added to the unit.
- 1.4.3** At the request of the unit member, OSA may utilize guest instructors such as professional artists, industry experts, guest speakers, and volunteers, to enhance the delivery of educational and artistic services, enhance student learning, enable unit members to best perform their essential roles, and/or assist during peak periods of programmatic needs, such as assistance in show or production. The hiring of guest instructors shall not supplant bargaining unit members or their responsibilities.
- 1.5** No later than August 1, 2022, the parties shall commence bargaining over negotiable terms and conditions of the Dual Enrollment program. The parties agree that the Dual Enrollment program does not violate Section 1.4 of this Article.

ARTICLE 2: UNION RIGHTS

- 2.1 Educational Employment Relation Act.** COSATS/CTA/NEA has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with the Employer. Nothing in this Agreement shall be construed as a waiver of those rights.
- 2.2 Access and Communication.** COSATS/CTA/NEA representative(s) shall have the right of access at reasonable times to areas in which unit members work and may, subject to reasonable regulation, use mailboxes, bulletin boards, and other modes of communication, including, but not limited to, school email. COSATS/CTA/NEA representatives or others invited by COSATS shall follow OSA's visitor access protocols. On-site visits will not interrupt school programs.
- 2.3 Bulletin Board.** The Union shall have the right to post notices of activities and matters of Union concern on bulletin board space designated for COSATS use. Such bulletin board space shall be provided in the faculty lounge.
- 2.4 Use of School Equipment and Facilities**
- 2.4.1** The Union shall have the right to use school facilities during reasonable hours for the purposes of meetings concerned with the rights guaranteed in the Educational Employment Relations Act, provided that there is no conflict with a scheduled activity. The Union may utilize school equipment in conjunction with meetings with its members.
- 2.4.2** "Reasonable hours" means before and after school/professional development time, evenings, lunch periods, and other non-teaching time. General meetings in shared space shall be subject to approval by the principal after a written (or emailed) request made at least two (2) days in advance of the requested use. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities. Such meetings shall not interfere with the service of the employee or the school program.
- 2.5 Union Leave.** The Union may request the release of designated unit members from their regular duties for up to five (5) days per school year, for the purpose of attending to union matters not covered in Sections 2.6, 2.7, 2.8, and 2.9, below, which shall be funded by OSA. If additional days are necessary for such purposes, the Union shall be granted up to an additional five (5) days, provided that the Union reimburses the school for the cost of substitute time, and in no event shall any individual unit member be released for more than five (5) release days in any one (1) year. Release time shall be taken in full day increments. The Union shall pay OSA the amount paid to a substitute employed to fill the position.

- 2.6 Appointment to School Committees.** When OSA forms School committees relating to matters within the scope of representation, the union reserves the right to select unit member representatives to serve on such committees. If COSATS fails to appoint said representatives by the time set for the committee to begin work, the committee may proceed as long as there is at least one (1) COSATS member.
- 2.7 Right to Represent.** A COSATS representative shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings and for the processing of grievances.
- 2.8 Release Time for Bargaining.** A reasonable number of COSATS bargaining team members shall be released from duty with no loss of pay and benefits for the purpose of meeting and bargaining with the Employer at mutually agreed times, including caucus time with the committee.
- 2.9 Orientation.** The union shall have the opportunity to address new employees at an agreeable time during designated professional development and meetings prior to the start of the school year. The Union shall also have the opportunity to address new employees hired after the start of the school year when a new employee orientation is provided, during the last ten (10) minutes of a staff meeting, and/or at the end of a professional development training. OSA will provide membership material provided by COSATS to all new employees during the hiring process.
- 2.10 Staff Meetings.** The union shall have the right to address staff members for up to ten (10) minutes during staff meetings and professional development. OSA will provide forty-eight (48) hours' notice if reserved union time is not available for a particular meeting.
- 2.11 Union Right to Unit Member Data.**
- 2.11.1** The Employer shall give the Union the name, address, phone number(s), personal email, work site, and work assignment of new unit members, at the point the new unit member is placed, either before or during the school year, with the exception of information not provided by the unit member.
- 2.11.2** All information necessary for the Association to discharge its duties as the exclusive representative shall be provided by OSA without charge, including names, addresses and telephone numbers of unit members.
- 2.12 Board and Board Committee Meeting Agendas and Minutes.** Agendas and non-confidential, non-privileged attachments, including proposed minutes from

the prior meeting, are posted publicly at least seventy-two (72) hours in advance of each regular meeting of the Board as a whole or any standing Board Committee subject to Brown Act requirements. The employer shall email to the union one (1) copy of such agendas and all non-confidential, non-privileged attachments thereto on the same day that the materials are publicly posted. Meetings of the Board as a whole are audio recorded, and the resulting recordings are then edited to reduce file size and remove breaks then posted publicly to the OSA website. Public committee meetings shall be at a time and place that is accessible to COSATS, and may be recorded by COSATS to share with membership provided the recording is made in a manner that is non disruptive consistent with the Brown Act and complies with all applicable local, state, and federal laws.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1** It is understood and agreed that OSA retains its authority to direct, manage and control its operations to the full extent of the law, including but not limited to its rights to:
- Determine the legal, operational, governance, and organizational structure of OSA;
 - Determine the mission, intention and overall program design as described in the school's charter and specifying the instructional delivery model, intervention and remediation programs, and all educational policies, procedures, objectives, goals, and programs;
 - Establish educational policies with respect to admitting students;
 - Determine staffing plans and allocation, including but not limited to hiring, promotion, layoff, or discharge;
 - Ensure the rights and educational opportunities of all students;
 - Maintain OSA's Employee handbook;
 - Make all decisions regarding the acquisition, disposition, number, location, and utilization of all OSA school properties and offices;
 - Establish the financial structure of OSA including investment policies and practices, budgeting procedures and budgetary allocations, reserves, and expenditures;
 - Determine the methods of raising revenue for the organization; and
 - Take action on any matter in the event of an emergency.
- 3.2** The exercise of OSA's rights shall be limited by the specific and express provisions of this Agreement and the school's Charter.
- 3.3** OSA recognizes its duty under the EERA to negotiate with COSATS over the impacts its exercise of management rights may have on mandatory subjects of bargaining, and affirms its commitment to fulfilling that duty.
- 3.4** COSATS retains its right to be provided notice and an opportunity to negotiate any change to matters within the mandatory scope of negotiations under Government Code section 3543.2 not addressed by provisions of this Agreement.

- 3.5** The parties recognize that running a school requires flexibility in situations where decision-making requires immediate action to provide the type of learning environment that meets the needs of students. They further affirm their commitment to maintaining fluid communication and a willingness to work out issues and concerns, with student interests at the basis of each decision.
- 3.6** Since this Article is not a source of rights for COSATS or Employees, it is not subject to grievance.

ARTICLE 4: MAINTENANCE OF STANDARDS

- 4.1** The parties recognize that pursuant to EERA, and consistent with established PERB precedent, OSA shall not make any unilateral changes to matters related to wages, hours, or other terms and conditions of employment within the statutory scope of representation as defined in Government Code section 3543.2.
- 4.2** In the event that OSA determines it can no longer provide a benefit within the scope of representation that was part of the established status quo prior to adoption of the parties' initial Agreement, and which has not been superseded by any provision of this Agreement, OSA and COSATS shall negotiate a resolution to the issue.
- 4.3** This Agreement shall supersede any rules, regulations, or practices of the employer, except as provided in Section 4.1 above, which are, or may in the future be, contrary to or inconsistent with the expressed terms of this Agreement.

ARTICLE 5: ORGANIZATIONAL SECURITY

5.1 Dues Deduction

5.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to COSATS. OSA shall deduct other voluntary payments as authorized by unit members and the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the COSATS/CTA/NEA to OSA, shall be increased or decreased without resolicitation and authorization from unit members.

5.1.2 Any unit member who is a member of the Union, or who applies for membership, may sign and deliver to OSA an assignment authorizing deduction of union membership dues and such other mutually agreed payroll deductions as may be offered by the Union. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, OSA shall deduct an equal portion of the annual dues equivalent to the number of pay periods a member is paid such as 1/24 per pay period.

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

5.3 Hold Harmless.

5.3.1 The Union agrees to indemnify, defend, and save harmless OSA, its officers, agents, and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between OSA and the Union involving the interpretation or implementation of these provisions.

5.3.2 Subject to Section 5.3.3, the Union shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried, or appealed. Prior to the exercise of these rights, the Union shall be required to inform and consult with OSA.

5.3.3 If, notwithstanding Section 5.3.2, OSA elects to defend the action, the Union's duty to indemnify, defend and save OSA harmless shall be extinguished.

5.4 Miscellaneous

5.4.1 OSA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than ten (10) workdays after submission of the form by the unit member or the Union.

5.4.2 The Union agrees to furnish any information needed by OSA to fulfill the provisions of this Article. The Union further agrees to provide OSA with timely copy of all reports legally required of the Union dealing with agency fees.

5.5 Revocation of Membership. Members of the Union may act at any time to revoke their membership by providing written notice of withdrawal to COSATS.

5.6 Non-Interference. OSA and the Union further agree not to interfere with the unit member's choice if they join or refrain from joining the Union.

ARTICLE 6: NEGOTIATION PROCEDURE

- 6.1 Initial Proposals.** Prior to the expiration of this contract, COSATS and OSA shall present their “sunshine” proposals for a successor agreement in time for initial presentation at a scheduled OSA Board Meeting. COSATS’s proposal shall be agendaized if submitted no later than 9 days prior to the meeting.
- 6.2 Good Faith Negotiation**
- 6.2.1** The parties shall meet and negotiate in good faith on negotiable items on reopeners for a successor agreement beginning as soon as possible after the sunshine process is completed.
- 6.2.2** Any agreement reached between the parties shall be reduced to writing and signed by them.
- 6.3 Distribution of Ratified Agreement.** Within forty-five (45) days of ratification of the Agreement by both parties herein, the OSA Board shall have sufficient copies prepared and delivered to the Union for distribution to each unit member in the school.
- 6.4 New Bargaining Unit Members.** COSATS shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.
- 6.5 Individual Contracts.** Any individual contract executed between the OSA Board and a unit member shall be subject to and consistent with terms and conditions of this Agreement.

ARTICLE 7: EMPLOYMENT STATUS

- 7.1** During the first three (3) years of complete and consecutive service with OSA, bargaining unit members shall be employed at will in an “Associate” status. At will employees can be released without cause and with no right to appeal or grieve OSA’s determination.
- 7.2** During the first two (2) years of the Associate status term, the employee may be released from employment without cause. During the third year of the Associate status term, the employee may be released from employment without cause only if the employee is provided severance in the amount of three (3) month's salary and benefits or until the end of their contracted year of employment, whichever is less. In light of OSA’s inability to conduct effective evaluation processes schoolwide in the 2020/21 year due to the COVID-19 pandemic, that year shall not be counted toward the three (3) year period for achieving “Established Employee” status as referenced in Section 7.6, below.
- 7.3** For Associate status employees, non-renewal of employment is also on an at-will basis, so long as notice of non-renewal is provided no later than April 15 of the school year.
- 7.4** If a bargaining unit member is in contract paid status for sixty percent (60%) or more of the number of weeks in the work year, then that year shall count as a complete year toward completion of their associate status term.
- 7.5** At such time when the initial collective bargaining agreement is fully ratified and approved:
- 7.5.1** Unit members who have served with the employer for at least three (3) complete years of service shall be given credit for completion of the Associate status period.
- 7.5.2** Unit members who have served with the employer for one (1) or two (2) years shall receive credit for those years of service toward completion of the Associate status period.
- 7.6** Upon completion of the Associate status term, unit members shall become “Established Employees” and have continued employment, subject to the provisions of Articles 20 (Discipline and Discharge) and 22 (Reduction in Force).

ARTICLE 8: ONBOARDING

- 8.1** OSA shall develop and maintain a robust and comprehensive plan for onboarding new teachers to OSA.
- 8.2** Onboarding shall focus on transitioning teachers to work within the OSA culture, ensuring teachers have knowledge of how to successfully perform all required functions of their position, and develop/enhance teacher capacity around diversity, equity, and inclusion. Essential professional development and training prior to the teacher's date of hire will be presented in order to ensure all teachers have the same foundation.
- 8.3** Onboarding topics shall include but not be limited to:
- OSA Culture and Conveying the school's values;
 - Relevant and current Technology training;
 - Relevant professional responsibilities including, but not limited to, grading, communications, effective instructional strategies, classroom management techniques, and subject specific technology;
 - School procedures including, but not limited to, payroll, purchase requisitions, staff meetings protocols, student discipline, vacation/sick leave, compliances such as credentialing and appropriate clearances;
 - Diversity and inclusion training;
 - School Site Orientation; and
 - Aligning expectations and performance with evaluation/observation process.
- 8.4** OSA shall present their onboarding plan to the Labor Management Committee for feedback and revision by March 15. COSATS representatives shall provide management with feedback regarding onboarding planning for the following year by April 15. Management will incorporate this feedback into planning and share the updated plan with COSATS prior to onboarding.

ARTICLE 9: HOURS, DUTIES & WORK YEAR

- 9.1 Work Year.** Unit members shall work one-hundred eighty-six (186) total days, including one-hundred seventy-seven (177) instructional days and nine (9) pupil-free days. Two (2) additional pupil-free days may be included for onboarding new hires. Unit members in non-teaching positions may have an extended work year based on individual contracts.
- 9.2 Calendars.** The school calendars, including but not limited to the first day and last days of instruction, testing schedules, non-school days, minimum days, and early dismissal days, shall be designed with input from the bargaining unit annually. Decisions should be made in a way that supports our families by aligning with OUSD whenever possible. OSA will bring a proposed calendar for review by and discussion in the Labor Management Committee (LMC) in sufficient time to finalize the next year's school calendars no later than April 15 of each year, in order to enable school, teacher and community planning for the coming year. (This date may be adjusted based on the calendar release by our authorizing district.) OSA will negotiate with the bargaining unit over proposed changes in teacher prep time and/or the development of the bell schedule.
- 9.3 Work Day/Work Week.** The professional work day shall include the student day, staff meetings, professional development and time needed for preparation/collaboration. The required full time professional work week shall not exceed 40 hours. Unit members will report to work no later than 15 minutes before the start of student instruction or their first scheduled meeting. The work day for all full-time teachers is 8 hours daily. The on-campus work hours for academic teachers are from 8 a.m. to 3:30 p.m. The on-campus work hours for full-time art teachers is from 9:30 a.m. to 5 p.m. On-campus work hours on student free days are 8:30 a.m. to 4:30 p.m. Meetings will not be scheduled outside these hours. OSA will make reasonable efforts to minimize the number of meetings per week and to schedule meetings at times mutually agreeable to participants. Should meeting schedules become a concern, the LMC will meet to discuss and make appropriate adjustments. Teachers will be notified at least 48 hours in advance for a required in-person meeting unless urgent circumstances exist. Full-time teachers are expected to be on campus during student instruction time but may complete other work, such as grading and planning, off campus during the work day. Instructional time for full time teachers shall not exceed one-thousand one-hundred seventy-five (1,175) minutes per week nor exceed two-hundred fifty (250) minutes per day, provided however that the existing practice of having up to two-hundred fifty-five (255) minutes of instructional time on Thursdays shall continue and shall not be a violation of this Agreement. Part time members shall not be required to work in excess of their contracted hours.

9.4 Staff Meetings & Professional Development

9.4.1 Unit members are required to attend one (1) all-staff or professional development meeting per week of no more than ninety (90) minutes. These meetings shall be scheduled on early dismissal days. Except in urgent circumstances or the case of a holiday, these meetings shall be held on the same day of the week. Meetings/professional development training shall not extend beyond the applicable on-campus hours, except by mutual agreement. Additionally, before students return from summer break, there will be five (5) days of meetings or professional development for fifty percent (50%) of the work week. During the school year on student free days, there may be meetings/professional development for up to fifty percent (50%) of the on-campus hours.

9.4.2 Unit members are required to attend no more than one (1) team meeting (division, department, grade level, etc.) per week of no more than sixty (60) minutes. If OSA determines there is no need for such a meeting, it shall cancel the meeting and provide notice to unit members as far in advance as is feasible.

9.4.3 Unit members may propose agenda items for staff meetings. Agendas for staff meetings must be distributed at least twenty-four (24) hours in advance. Circumstantial changes to distributed agendas may occur.

9.4.4 Bargaining unit members in non-teaching roles may be required to attend additional meetings as determined by contract.

9.5 Professional Obligations. In addition to the obligations specified in unit members' job descriptions and this Article, unit members will participate in Back to School Night once per year and up to one (1) additional evening event per year and these shall be scheduled in the evening on a minimum day with no meetings. Other meetings and requirements such as Parent Teacher Conferences, IEP meetings, 504 meetings, SSTs, and any other required meetings shall be scheduled during the on-campus work hours. A substitute shall be provided when necessary. Every effort shall be made to minimize impact to teaching. Any other requirements not listed in this Article shall be discussed collaboratively in an LMC setting.

9.6 Preparation Time and workload

9.6.1 Preparation time shall be teacher directed and includes pupil free time during the work day. Unit members shall not be required to attend professional development, staff meetings, other required meetings or

perform supervisory or classroom teaching functions during preparation time.

9.6.2 Preparation time for full time unit members shall be, at a minimum, equivalent to five hundred (500) minutes per week.

9.6.3 Coverage: On occasion, OSA may request unit members to cover a class when there is no qualified substitute or qualified non-unit staff member. Coverage includes splitting up a class between two (2) or more unit members. Volunteers will be sought first before assignment of a unit member. Assignment of unit members for coverage shall be on a rotating basis. In the event that OSA requests such coverage, unit members shall be compensated at their hourly rate in addition to their regular salary. In the event that this occurs, class size limitations will be waived, provided this can be done safely. A teacher shall not be assigned such coverage for consecutive days.

9.7 Duty Free Lunch: Each unit member shall be entitled to duty-free lunch periods of thirty (30) minutes.

9.8 Department Chair Roles and Responsibilities

9.8.1 Arts department chairs shall schedule and attend monthly sub-pathway meetings with parents. Such monthly meetings may be waived upon prior approval of Administration. All department chairs shall run department meetings up to twice monthly, and meet in chair meetings at least once monthly. Additional department chair meetings may be scheduled in any month with the agreement of a majority of the impacted Department Chairs.

9.8.2 Specific duties/job description required of department chairs shall be clearly defined by April 15 for the following school year. If OSA contemplates substantial changes in department chair job duties for the following school year, OSA will give COSATS notice by January 1 and an opportunity to request negotiations with a March 1 deadline for completion of negotiations. If agreement is not reached by March 1, the parties agree that they shall jointly declare impasse and proceed consistent with the EERA.

9.9 Performance Time Outside the Workday Arts teachers shall facilitate/lead performances, exhibitions and showcases relating to their sub-pathway. The performance calendar for the following year will be designed in collaboration with all sub-pathways by the end of April. Performance needs vary by sub-pathway. Teachers may be expected to facilitate one (1) additional performance, exhibition, and/or showcase per semester that occurs outside the workday, in

addition to what is agreed upon in this performance calendar design process. Teachers may also facilitate other additional performances, exhibitions, and/or showcases that occur outside the workday in any semester with pre-approval by the principal or their designee. Teachers who facilitate such required and/or pre-approved additional performances, exhibitions, and/or showcases not included in the initial performance calendar and resulting in a workday of longer than 8 hours shall (other than for overnight/multi-day trips) be paid at their hourly rate for the additional hours. Terms for performances, exhibitions or showcases that are connected to overnight/multi-day trips shall be mutually agreed upon between the supervising teacher(s), COSATS rep (if requested by the supervising teacher(s)), and the principal or their designee. If *per diem* compensation is determined to be appropriate, it will be calculated by dividing base salary by number of contracted days.

ARTICLE 10: CLASS SIZE & WORKLOAD

10.1 OSA in its discretion takes into account the unique aspects of OSA’s physical space including the following criteria in determining class size, however, no class size shall exceed the maximums as specified in this Article:

10.1.1 The physical limitations of a classroom or building

10.1.2 Equipment/stations available per student

10.1.3 Space needed to ensure performance and evaluation of students in skills and/or job training courses

10.1.4 Special academic needs, potential discipline issues, and the maturity level of the students

10.1.5 Safety of students and staff

10.2 Class Size

10.2.1 Every effort will be made to make an equitable distribution of students and workload across teachers.

10.2.2 Academic Classes: Subject to the other provisions in this Article, the class size maximum for academic classes is thirty (30) students per section.

10.2.3 Physical Education Classes: Maximum class size for Physical Education shall be forty (40).

10.2.4 Arts subpathways shall not exceed the following overall limits in conjunction with the given FTEs. Within those limits, the department chair and principal shall work together to develop course offerings and schedules. Introduction of new facilities and/or an increase in FTE within a subpathway may result in revision of the established caps. In such a case, OSA will notify COSATS and the parties will promptly meet and confer over the new limits.

Subpathway	Middle School Limit	High School Limit	Total FTE
Theater	72	96	3.48
Visual Art	72	96	4.12
Instrumental (includes AP&E)	66	88	7.06

Vocal	57	72	2.86
Dance	29	32	2.00
Digital Media	30	40	1.60
Literary Arts	24	40	2.00
Production Design	21	40	1.60
Fashion Design	18	19	1.00

- 10.2.5** Special education teachers/Education Specialist caseload shall not exceed twenty-eight (28) students.
- 10.2.6** Counselor student caseload shall not exceed four-hundred eighty to one (480:1). Due to the increased demands related to college counseling, a counselor with juniors or seniors shall have a caseload not exceeding three-hundred sixty to one (360:1), with no more than one-hundred twenty (120) seniors within that ratio.
- 10.2.7** In the event that a new program that is not reasonably addressed above is introduced, OSA and COSATS will convene to bargain an appropriate class size limit.

10.3 Remedy/Process

- 10.3.1** For any academic class section, counselor caseload, or special education caseload exceeding class size or workload limits, unit members shall receive a \$200 stipend per student over the established maximum class size, per semester. For any student load above 150 (or the proportional equivalent for people teaching less than 1.0 FTE) the teacher will instead receive a \$400 stipend per student per semester. OSA shall share a tracking sheet of overages with COSATS leadership at the end of each semester.
- 10.3.2** For any arts subpathway exceeding overall subpathway limits, that subpathway shall receive a \$300 stipend per semester for each student over the established limit. OSA and COSATS will attempt to mutually agree on an equitable method of distributing that stipend; if the parties cannot agree on an alternative approach, the stipend shall be divided among all teachers in that subpathway in proportion to their FTE.
- 10.3.3** It shall be the responsibility of the site administration to inform the unit member, when any class size or case load exceeds the limits contained in this Article. If a site administrator is unaware of class size excess, the unit member shall inform the administrator and seek remedy. Administration shall inform all employees of class size limits.

- 10.3.4** When a class size overage has been reported, site administration shall have ten (10) student days to adjust the class size or workload.
- 10.3.5** After ten (10) student days, the unit member shall begin to receive the remedy if the overage has not been adjusted to within the class size/caseload maximum.

ARTICLE 11: ASSIGNMENTS & VACANCIES

11.1 Definitions

- 11.1.1** A unit member's "Position Assignment" is their initial placement in a department, division, or content area based upon holding an appropriate credential or relevant experience, or their subsequent placement into a different department, division, or content area based on a Transfer consistent with this Article.
- 11.1.2** A "Transfer" is a change from a unit member's previously established and communicated Position Assignment to a different Position Assignment. A change to the grade level a teacher is assigned to teach is not a Transfer.
- 11.1.3** "Annual Class Assignments" are the specific classes a teacher has been scheduled and assigned to teach in a specific academic year.
- 11.1.4** "Reassignment" is a change to a unit member's Annual Class Assignment for a specific academic year after final Annual Class Assignments for that year were already communicated to that unit member.
- 11.1.5** A "Vacancy" is any bargaining unit position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position within the bargaining unit.

11.2 Annual Class Assignments

- 11.2.1** On or before April 1st of each year, the Principal shall provide each department chair with a preliminary list of proposed classes and assigned teachers for the following year. Department chairs will confer with their teams and present feedback on this list to the Principal prior to April 14th.
- 11.2.2** Annual Class Assignments shall be based primarily on consideration of the needs of the education program and students (including the need to avoid disruption), informed by consideration of the following criteria:
- Legal requirements;
 - Certification and/or major and minor subject areas;
 - Teacher qualifications;
 - Relevant prior teaching and/or professional experience; and

- Length of service at OSA.

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

- 11.2.3** The Principal and department head shall endeavor to reach mutual agreement on initial Annual Class Assignments for the following year based on the criteria set forth above.
- 11.2.4** Unit members shall not be required to teach more than three (3) unique course offerings each semester unless the unit members themselves desire to do so. Part-time course offerings, such as those meeting once or twice per week, may be offered on top of this limit in consultation and agreement with the chair, teacher, and Principal.
- 11.2.5** Annual Class Assignments may be reviewed following the posting of open positions and the initial hiring of new certificated personnel. If such a review occurs, the Principal will again consult with relevant department chairs and endeavor in good faith to reach a mutual agreement on final Annual Class Assignments for the following year.
- 11.2.6** If mutual agreement cannot be reached as to any specific Annual Class Assignment, the decision shall lie with the Principal, subject to the provisions of the appeal process detailed in Section 11.3 below.
- 11.2.7** Unit members shall be notified of their final Annual Class Assignments for the next school year on or before the Friday before the last day of school. This timeline may be modified if extenuating circumstances exist that prevent the issuing of Annual Class Assignments. In such a situation, OSA will meet with COSATS to discuss.
- 11.2.8** Once final Annual Class Assignments are communicated to unit members, they shall not be changed except as specified in Sections 11.4 and 11.5, below.

11.3 Appeals

- 11.3.1** Teachers may appeal their final Annual Class Assignment, an involuntary transfer/reassignment, or denial of a request for voluntary transfer/ reassignment based only on the grounds of alleged failure to follow the procedures established by this Article or violation of the non-discrimination provision found at Section 24.6:

11.3.2 Any such appeal must be submitted in writing to the Executive Director or Designee no later than seven (7) calendar days after receiving notice of the disputed Annual Class Assignment or transfer/reassignment, and must include factual allegations explaining the nature of the claimed violation with specificity.

11.3.3 Any timely appeal filed in compliance with these requirements will be reviewed by a panel consisting of two (2) OSA representatives, one (1) COSATS representative, and the relevant department chair. If an appeal is brought by a department chair, the panel will instead include the department chair for the most closely related department.

11.3.4 A decision by the majority of the panel shall be final. If a majority of the panel is unable to agree to a resolution within ten (10) days of submission, the dispute shall be submitted to the Executive Director or designee, who shall then issue a final and binding decision resolving the dispute.

11.4 Voluntary Transfers and Reassignments. A unit member may request a transfer or reassignment at any time when a vacancy exists. The Employer shall follow the procedures in Section 11.6 (Vacancies) when determining whether it will grant a unit member's request for a voluntary transfer or reassignment.

11.5 Involuntary Transfers and Reassignments

11.5.1 The Principal shall determine the positions and classes needed by each school, department and/or content area.

11.5.2 OSA may only involuntarily transfer or reassign a unit member consistent with this Section 11.5 if it determines doing so is necessary to address changes in enrollment, unexpected vacancies, or programmatic changes.

11.5.3 The Principal shall meet with the department chair prior to making a decision to involuntarily transfer or reassign any unit member. In that meeting, the Principal shall explain the basis for the intended action and take into consideration any feedback provided before a final decision is made. If the department chair is the subject of the proposed transfer or reassignment, the Principal shall instead meet with the department chair in the most closely related department.

11.5.4 Before making any final decision to unilaterally transfer or reassign any unit member, the Principal will try to instead fill the positions needed by seeking volunteers. The principal shall only involuntarily transfer or

reassign a unit member if the position cannot be filled by a volunteer who the Principal determines to be qualified for the assignment.

11.5.5 In determining involuntary transfers or reassignments, the Principal shall assess the needs of the school's education program and students, including, but not limited to, potential for disruption to the educational program or continuity of instruction. The Principal shall also take into account certifications and/or major and minor subject areas, teacher qualifications, prior teaching and professional experience, and length of service at OSA. If the Principal determines there is no other substantial distinguishing difference between two unit members being considered for unilateral transfer or reassignment, length of service at OSA shall be the determining factor.

11.5.6 Involuntary transfers and reassignments shall not be used for punitive or retaliatory purposes. Unit members may appeal an involuntary transfer or reassignment as outlined in Section 11.3 above.

11.6 Vacancies

11.6.1 For purposes of this Section 11.6, a vacancy exists whenever a new position is added or a position is vacated through resignation or termination that creates an opening in the following year.

11.6.2 OSA shall advertise vacancies internally and shall notify all unit members by emailing a list of vacancies as they become available, including any vacancies which may arise during summer recess or any period of leave. The list shall contain:

11.6.2.1 A closing date, which is at least ten (10) working days following the posting date;

11.6.2.2 A job description;

11.6.2.3 Credentials and minimum qualifications necessary to meet the requirements of the position; and

11.6.2.4 A statement of any other preferred qualifications for the position.

11.6.3 Email notice of any vacancies shall be provided to unit members at least seventy-two (72) hours in advance of posting externally.

11.6.4 Vacancies shall be filled as follows:

- 11.6.4.1** Unit member applicants with appropriate credentials will be given the opportunity to interview for vacancies before an external candidate is offered the position, provided that they are available to interview within five (5) days following email notification.
- 11.6.4.2** In cases of comparable qualifications and experience, the internal candidate will be given preference over an external candidate. In cases of multiple internal candidates with comparable qualifications and experience, seniority shall be a deciding factor. The final decision lies with the principal, subject to the appeals process in Section 11.3.
- 11.6.4.3** If the unit member is offered a position, the unit member will have five (5) business days to respond.
- 11.6.5** If a request for reassignment to a vacant position is denied, the unit member 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 Union representative be present during this meeting. Following the meeting the unit member shall receive written reason(s) for the denial. Upon request, the HR Manager shall also meet with any unsuccessful internal applicant to provide feedback on how that applicant can improve their qualifications for similar vacancies in the future. The unit member may appeal the denial consistent with Section 11.3, above.

11.7 Interview Panels

- 11.7.1** Applicants for vacancies will be initially reviewed by OSA management to determine if they meet minimum qualifications and should progress to the panel interview process. This may include an informal meeting with the candidate. Upon request from either OSA or COSATS, a department chair or designated unit member will be included in the initial screening process.
- 11.7.2** No fewer than two unit members shall serve on any interview panel for any bargaining unit position. Priority shall be given first to department chairs, then to unit members within the department or subpathway for a vacancy being considered, or with particular expertise within the subpathway. If all such unit members decline, the two unit member requirement may be waived, provided the interview was scheduled at a time when interested unit members were available.

11.7.3 If any assigned unit member fails to appear for the interview, the interview may proceed without that unit member.

ARTICLE 12: MATERIALS & SUPPLIES

12.1 Basic Classroom Supplies. Every employee shall be supplied with adequate and usable furniture and equipment, including adequate lighting, appropriate to the tasks to be performed by the employee. OSA must provide all teachers the furniture, supplies, equipment, and technology necessary for effective curriculum delivery. This includes, but is not limited to, whiteboards, mounted projectors, sound systems, office supplies, and arts specific classroom needs (specialized desks, risers, etc.).

12.2 Technology. Each unit member will have a working, school issued computer, capable of accessing the internet, with the appropriate software installed for the member to teach their respective course and do administrative tasks. All classroom teachers must have access to a printer, video projector, accompanying speaker system of reasonable quality, and adequate cabling. Each department may have special technological needs including, but not limited to: cameras, sound equipment, lighting equipment, presses, building tools, safety equipment, and maintenance equipment to be agreed upon by the department chair and management, provided however that OSA retains ultimate discretion to make decisions regarding what technology the school will purchase and/or support. Electrical power shall be adequate to support these tools.

12.3 Academic Curricular Materials

12.3.1 Members shall be provided adequate student supplies necessary to teach academic classes. This will include and not be limited to textbooks, consumable workbooks, blank notebooks, paper, pencils, rulers, scissors, etc. For at least the 2021-22 school year, each student shall be assigned a Chromebook or equivalent, and each classroom shall be given at least 3 Chromebooks or equivalent. Before the start of the 2022-23 school year, OSA will consult with COSATS and thereafter make a determination regarding continuation of this program.

12.3.2 Annual budgets should include funding so that outdated textbooks and damaged or lost textbooks can be replaced as needed. The budget shall also include funding to support a textbook or digital resource adoption cycle to provide new textbooks or digital resources every seven (7) years. The textbook review and adoption process shall be initiated by OSA no later than March of the prior school year. Department chair preferences shall be given great weight in curriculum adoption. Textbooks and other material provided to students shall be purchased in advance of the school year and processed by OSA so that teachers can distribute them to students on the first day of class or as needed. OSA shall ensure that provisions in the Williams Act are followed. OSA shall

establish and maintain a system for storing, labeling, distributing, and tracking textbooks.

- 12.4 Art Curricular Supplies and Materials.** Unit members shall be provided adequate supplies necessary to teach respective arts emphasis classes. This will include and not be limited to instruments, art supplies, equipment, risers, cameras, sound boards, editing systems, printing presses, and lighting equipment.
- 12.5 Materials for Movement-Based Courses.** Unit members shall be provided with adequate supplies and equipment necessary to teach physical education, dance, and other movement-based education classes. This may include and not be limited to wall-mounted barres of adequate quality and size to provide adequate spacing, full-length mirrors sufficient to cover at least one (1) full length of wall space, sound system for each dance studio, sprung floor with Marley, access to water (cooler or fountain), changing facilities, and storage. Physical education requires a dedicated indoor facility that is not shared with any other function while physical education classes are occurring, as well as access to outdoor space. Both indoor facilities and outdoor spaces must provide opportunity for fitness activities as required by physical education standards. Both parties recognize that class space must be commensurate with the class size and needs as determined by OSA in consultation with the department chair.
- 12.6 Photocopying.** Unit members shall have access to photocopiers during school hours and designated prep times. OSA shall provide paper in multiple sizes (8.5 x 11, 11 x 17, legal size) as well as a selection of colored paper. Copiers shall be kept in working order. If a copier malfunctions, teachers may attempt to address jams, but more extensive repairs/maintenance should be initially addressed by Technology Services within ninety (90) minutes of the report of the malfunction. Staff shall be notified of any copiers that will be down beyond that time frame, along with an estimated time for repair. At least one (1) high-speed copier should be capable of reproducing multiple large quantities of copies. During peak copying times (beginning of the year, finals week, end of semester, etc.), OSA shall ensure copiers are in working order to the best of its ability.

ARTICLE 13: COMPENSATION

13.1 Salary Schedule

13.1.1 YEAR 1: Effective August 1, 2021:

- 13.1.1.1** All unit members other than Credentialed Counselors, Credentialed Mental Health Counselors/School Social Workers, Dean of Students (if included in the unit), Wellness Coordinators, Psychologist, Speech Pathologist, DEI/JEDI Coordinator (if included in the Unit), and Pathway Coordinator (if included in the Unit) shall be placed and compensated according to the terms of this Article and the salary schedule in Appendix A. The parties shall begin the determination of unit inclusion for the above referenced classifications by March 15, 2022.
- 13.1.1.2** Credentialed Counselors (e.g., Counselors holding a valid PPS credential) shall be placed and compensated according to the terms of this Article and the salary schedule in Appendix B.
- 13.1.1.3** Credentialed Mental Health Counselors/School Social Workers (e.g., Mental Health Counselors/School Social Workers who possess the credential a person in their position would be required to possess at a non-Charter public school) shall be placed and compensated according to the terms of this Article and the salary schedule in Appendix C.
- 13.1.1.4** The Dean Of Students shall, if included in the unit, be placed and compensated according to the terms of this Article and the salary schedules in Appendix D.
- 13.1.1.5** The DEI/JEDI Coordinator shall, if included in the unit, be compensated according to the terms of this Article and salary schedule in Appendix E.
- 13.1.1.6** The existing base salary for incumbent Wellness Coordinators and Pathway Coordinator (if included in the unit) shall be increased by twelve percent (12%).
- 13.1.1.7** The incumbent Speech Pathologist shall continue to be paid on an hourly basis, consistent with historical practice, with that hourly rate increased by twelve percent (12%).

13.1.1.8 The existing base salary for the incumbent Psychologist shall be increased by six percent (6%).

13.1.1.9 No unit member shall experience a reduction in their annualized total compensation (base salary and stipends) as a result of this Agreement. In the event that any unit member would otherwise experience such a reduction, their existing annualized total compensation (as of the effective date of this Agreement) shall be frozen until such time as increases to the salary schedules or their step/column placement mean that applying this Agreement would result in a higher annualized total compensation than the frozen amount.

13.1.2 **YEAR 2:** Effective August 1, 2022, a two and one-half percent (2.5%) across-the-board cost of living adjustment shall be applied to all rates and schedules.

13.1.3 **YEAR 3:** The parties agree to reopen Article 13 (Compensation) for school year 2023-2024.

13.1.4 Unit members whose assignment is less than full time will be paid in direct proportion to their assigned FTE.

13.2 Step/Column Placement For All Unit Members Covered by the Salary Schedules in Appendices A-E

13.2.1 Incumbent unit members in positions covered by the Salary Schedules in Appendices A-D shall be assigned to a step based on their initial step placement and number of years of experience at OSA. Any such incumbent unit members who were incorrectly placed at the time of their original hire shall have their step placement adjusted accordingly, provided that they submit a written request no later than thirty (30) calendar days following notification of their step placement on the new salary schedule.

13.2.2 Unit members covered by the salary schedules in Appendices A-D shall be placed in an appropriate column based on the qualifying factors set forth below, or any other qualifying factor added by mutual agreement of OSA and COSATS. These qualifying factors are cumulative. For each factor that applies, up to a maximum of four (4), the unit member shall be advanced one column to the right on the salary schedule.

13.2.2.1 One (1) column advancement shall be granted for possession of an Advanced Degree (Master's or doctorate). In no case

shall any unit member receive more than one (1) column for having more than one advanced degree.

13.2.2.2 Column advancements shall be granted for Longevity in the unit member's 5th, 10th, 15th, and 20th year of OSA employment, as applicable.

13.2.2.3 For example: A unit member with a Master's degree who in their tenth year of OSA employment shall be advanced three (3) columns and placed in Column D of the salary schedule.

13.2.3 Unit members whose positions are covered by the salary schedules in Appendices A-D and who are hired after the effective date of this initial Agreement shall be assigned to a step on the salary schedule based on year for year credit for teaching service at other public or private schools, up to a maximum of ten (10) years' credit. Unit members in non-teaching roles may at OSA's discretion be credited for relevant work experience up to the same maximum of ten (10) years' credit.

13.2.4 For purposes of step placement, a year of teaching service means working sixty percent (60%) of the weeks in a paid certificated position or classroom position that does not require certification.

13.2.5 OSA shall provide each new hire with a written explanation of the basis for their Initial Step Placement. Any unit member who believes that their Initial Step Placement is incorrect must notify the Human Resources Director or designee in writing of their concerns and suggested correction within ten (10) days of receiving the written explanation. It is the unit member's responsibility to have all required documentation supporting any claimed correction sent or personally delivered to the Human Resources Director or designee, no later than thirty (30) days from submitting their claim. If the Human Resources Director or designee denies a requested adjustment, the matter may be referred to the Executive Director for a final written determination, which shall not be subject to grievance.

13.2.6 The incumbent DEI/JEDI Coordinator shall, if included in the unit, be assigned to Step 1 on the Salary Schedule in Appendix E.

13.3 **Annual Step Increases.** Effective August 1, 2022, unit members covered by the salary schedules in Appendices A-E who are not already at top step shall receive a step increase effective August 1 each year if during the immediately previous Fiscal Year they worked, or were in paid leave status, for at least 60% of the workdays for their assigned FTE. Unit members not covered by the salary

schedules in Appendices A-E shall be eligible for annual 2% salary increases based on the same eligibility criteria.

- 13.4** **Stipends**. The rate for extra duties shall be paid at the hourly rate for each teacher. Extra duties cannot be required and are on a volunteer basis. Extra duty stipends must be offered to qualified faculty before administration and be distributed in a balanced manner. A fair application process shall be used for competitive stipends and shall not be based on first come nor by administrative appointment. No full-time member shall have more than an average of 10 hours per week of extra duty stipends. Market-adjustment or other non-duty-based stipends shall not be permitted. Existing non-duty-based stipends shall be removed upon execution of the new salary schedule.
- 13.5** If OSA creates any new bargaining unit position during the term of this Agreement, it shall negotiate with COSATS over salary for that position as necessary. In the event that OSA hires any new employee in any unit classification that is not covered by an existing salary schedule, it will negotiate with COSATS as necessary over the salary for that employee.
- 13.6** Questions from members regarding matters related to payroll shall be acknowledged within two (2) workdays, and errors shall be corrected as promptly as possible, with payments no later than the next paycheck closure deadline after resolution occurs.

ARTICLE 14: HEALTH & WELFARE BENEFITS

- 14.1** Unit members who are employed in a 0.6 FTE or higher position (“qualifying unit members”) shall be offered the opportunity to participate in the Kaiser Health Plan. OSA shall contribute ninety-nine percent (99%) of the cost of the Kaiser Base Plan (unit member only) for participating unit members, and fifty percent (50 %)of any additional cost for dependents. Unit members may choose to participate in a buy-up plan by also paying the difference in cost between the base and buy-up plan.
- 14.2** Should qualifying unit members elect to enroll in dental insurance, the member contribution for employee only coverages will not exceed ten percent (10%) of the plan premium. Should unit member elect coverage for dependents, the member contribution shall be fifty percent (50%) of the additional premium for dependent coverage.
- 14.3** The Employer shall provide employee-only vision insurance to each qualifying unit member at no cost to the unit member, should the unit member elect coverage for dependents, the member contribution shall be fifty percent (50%) of the additional premium for dependent coverage.
- 14.4** The Employer shall provide for each qualifying unit member life insurance of \$50,000 at no cost to unit members.
- 14.5** The Employer shall provide for each qualifying unit member Long Term Disability insurance at no cost to unit members. In addition, all qualifying all unit members shall be enrolled in the California State Disability Insurance.
- 14.6** The Employer shall continue to make available an Employee Assistance Plan to qualifying unit members, so long as it remains available to the employer on a no cost basis as a component of the employer’s Life and Disability Plan.
- 14.7** Annually at the beginning of OSA’s open enrollment period, OSA will make available details of coverage and the cost of each of the plans for the year.
- 14.8** Members who complete their full year’s teaching duties shall remain enrolled in their benefits through August 31 even if they notify OSA of their intent to not return for the following school year, without being required to use COBRA eligibility for that period.
- 14.9** In the 2023-24 school year a joint committee of OSA and COSATS shall meet to investigate improving health and dental plans. The joint committee shall present findings and recommendations to COSATS and the OSA Board in February of 2024. The committee shall meet during the workday.

ARTICLE 15: PROFESSIONAL DEVELOPMENT

- 15.1** Professional development is defined as activities that substantially advance an educator's skills, knowledge, expertise, and character in order to better serve the students of OSA. Such activities may include, but are not limited to: coaching/mentoring, training, and the sharing of best practices by proven experts in their respective fields.
- 15.2** Professional development shall be clearly distinguished from other meetings. Written information that is germane to a PD agenda item will be distributed in advance whenever possible and appropriate. Meetings that are primarily devoted to presenting information may be handled via email to free up time for professional development. Meetings other than PD may be held, but only if their content and relevant conversation could not otherwise be effectively conveyed via email. Professional development is also separate from brainstorming sessions or collaborative planning.
- 15.3** All professional development shall have as a goal, clear and direct applications that teachers can take back to their classrooms. These goals will support the mission and vision of the school and be aligned with established school action items (topics include but are not limited to: Restorative Justice, Socio-Emotional Learning, and Technology).
- 15.4** Care shall be taken to ensure professional development is relevant to all participants. Professional development should occur by division, department, or full community based on the nature of the training. Each department or subpathway shall survey unit members annually to determine professional development needs for the subsequent school year.
- 15.5** OSA shall use research-based best practices and make use of experts including unit members that have relevant expertise. Unless part of contracted responsibilities, unit member experts shall be compensated for the extra hours worked at their hourly rate.
- 15.6** OSA shall provide department or subpathway specific professional development opportunities per the discussion and direction of the LMC.
- 15.7** For required professional development, OSA shall support opportunities for unit members to obtain transferable Professional Development Units (PDUs), with the understanding that such opportunities shall not result in any external costs to OSA. These PDU's should be provided through an accredited institution.
- 15.8** Mandatory, comprehensive, regular, and effective Justice, Equity, Diversity, and Inclusion (JEDI) specific professional development must be prioritized annually

and developed in conjunction with the JEDI coordinator and Equity Task Force, including members of the teachers of color group.

- 15.9** Each PD must have a short evaluation for participating teachers to measure effectiveness. These evaluations will be reviewed by the LMC to determine appropriate adjustments.

- 15.10** As appropriate, check-ins may be scheduled before PD time to enable teachers and staff time and space to discuss community issues, as well as political and social current events that will affect OSA students and staff.

ARTICLE 16: EVALUATIONS

- 16.1** This Article sets out general guidelines for a formal evaluation process, which includes the coaching necessary to support ongoing professional growth. Within thirty (30) days after ratification of this agreement, the LMC shall meet to review the current system to assure that it meets the elements below. Any agreed upon change shall be implemented the following year. On an annual basis thereafter, the parties may convene to review their experience under the system and assess possible refinements. If, after review at the conclusion of each year, the LMC cannot agree on whether the evaluation system fails to meet the following elements, this Article shall be reopened for negotiation.
- 16.2** The goal of teacher evaluation during a teacher's Associate status (first 3 years) at OSA is to support that teacher in onboarding to OSA, provide constructive feedback for improvement when necessary, and ultimately determine whether that teacher will continue on as an Established Employee starting in year 4.
- 16.3** Coaching shall focus on transitioning teachers to work within the OSA culture, ensuring teachers have knowledge of how to successfully perform all required functions of their position, and developing/enhancing teacher capacity around diversity, equity, and inclusion.
- 16.4** The goal of teacher evaluation during a teacher's Established Employee status shall be professional collaboration in the spirit of all participants being lifelong learners. The evaluator shall be a partner in discussing pedagogy, providing insights and support, making suggestions, and working through challenges.
- 16.5** Narrative feedback will be included in an evaluation system that supports analysis of instructional practices school-wide and presented in a format that is not quantitative. In cases where an established status teacher needs significant improvement, a progressive process must first be followed to identify areas of concern. If they are unable to improve, the teacher shall be placed on a Performance Improvement Plan and provided coaching similar to a teacher in Associate status.
- 16.6** At both levels, the evaluated teacher is permitted to provide supporting evidence and/or their own written feedback as part of the evaluation, which must be attached to the evaluation such that it is included any time the evaluation is referenced. Areas of improvement identified by the administrator must include suggested strategies.
- 16.7** Teachers will be evaluated at least once annually during their Associate status and at least once every two (2) years during Established Employee status. Additionally, teachers may request evaluation at any time, and all efforts will be

made to conduct the requested evaluation within thirty (30) days of the request. Non-teacher unit members will be evaluated at least annually, regardless of status.

- 16.8** Teachers may select their evaluator from the eligible administrators, as well as the specific class period to be observed. These requests will result in a discussion with the administrator and teacher to agree upon the observation process. Student and peer feedback may also be included as part of their evaluation with mutual agreement between the administrator and teacher.
- 16.9** None of the above prevents administrators from more informal “drop by” observations that can inform follow-up conversations, but these informal observations will not be part of any official evaluation file.

ARTICLE 17: RETIREMENT

17.1 California Teachers Retirement System (CalSTRS)

17.1.1 Consistent with any legal requirements, the Employer shall continue to make retirement contributions for eligible unit members to CalSTRS.

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

17.1.3 When excess contributions are received by OSA from CalSTRS, OSA shall refund the contribution to the unit member within sixty (60) business days.

17.2 Employer-Sponsored 403(b) Retirement Plan. The Employer shall continue to make available an employer-sponsored, employee-funded 403(b) pre-tax retirement plan. The 403(b) plan will include a self-directed investment option.

17.3 Retirement Training. During each school year, OSA, in conjunction with CalSTRS or other non-employee professional, shall provide a voluntary formal retirement training and information session. A component focusing on retirement will also be included in the Fall orientation. The component will include CalSTRS contact information. In the alternative, OSA may coordinate training and information dates with another school district or charter to provide an opportunity for COSATS members to attend.

ARTICLE 18: LEAVES OF ABSENCE

18.1 Sick Leave

18.1.1 Accrual

- 18.1.1.1** Full-time unit members shall accrue forty-eight (48) hours of sick leave with full compensation per year. Sick hours are prorated for employees who work less than full time. All employees are given the full amount of sick time on August 1 of each year.
- 18.1.1.2** Unused sick leave shall accrue and carry over from year to year without limit.
- 18.1.1.3** A unit member who is employed for less than a full school year shall have sick leave prorated.
- 18.1.1.4** Correct and current usable sick leave balances shall be displayed on all pay stubs, and accurate total accrued sick leave balances shall be provided to employees upon request without unreasonable delay.

18.1.2 Use of Leave

- 18.1.2.1** Sick leave may be used:
- For the employee's own illness, injury, pregnancy, or medical condition;
 - To obtain a professional diagnosis or treatment of their medical condition or undergo a physical examination; or
 - To care for a Family Member who is ill, injured, receiving medical care, treatment, or diagnosis, or who needs the employee's assistance/support to attend an appointment for medical diagnosis, care, treatment for an existing medical condition, or for preventative care.
- 18.1.2.2** For purposes of this Article, a "Family Member" is defined as the employee's child, the child of the employee's domestic partner or spouse, any person as to whom the employee stands *in loco parentis*, parent, legal guardian, ward, sibling, grandparent, grandchild, spouse, or registered domestic partner under any state or local law. In all cases, the specified categories include relationships resulting from adoption,

step-relationships, or foster care. If an employee has no spouse or registered domestic partner, they may pre-designate one (1) person for whom they may use paid sick leave to provide aid or care on the same basis as a defined Family Member.

18.1.2.3 A unit member shall call or email the school office as soon as the need for the absence is known. OSA shall provide a substitute.

18.1.2.4 Unit members shall notify the school office of the need to extend an absence as soon as the need is known.

18.1.2.5 If a unit member is absent more than five (5) consecutive days due to their own or any Family Member's illness, injury, or medical condition, the Employer may request medical verification of the illness or injury from a medical professional licensed to diagnose and treat that illness or injury as a condition for utilizing accrued sick leave for that absence.

18.1.2.6 Unit members are not required to use sick leave for time outside of expected on-campus work hours, or in the case of Teachers and Artists, for approved partial-day absences that occur during on-campus work hours but outside teaching and meeting requirements.

18.1.3 Unused Leave

18.1.3.1 Unit members shall not be compensated by the Employer for unused sick leave upon separation from employment.

18.1.3.2 Upon written request of the employee or subsequent California public school or Charter School employer, OSA shall report any sick leave accumulated but unused to a subsequent employer.

18.1.3.3 Upon retirement from OSA, a unit member's accrued and unused sick leave shall be reported to the State Teachers' Retirement System (STRS).

18.1.3.4 The parties acknowledge that the OSA Charter prohibits the transfer of sick leave at this time. However, OSA may receive documentation of accrued unused sick leave from a prospective unit member's immediately previous California

public school or Charter School employer. Such documentation shall be retained by OSA, but none of the documented hours shall actually be transferred or awarded to the prospective employee until and unless the Charter is revised to allow such transfers. When OSA seeks renewal following expiration of its current Charter, it will request deletion of the prohibition against transfer of sick leave in “Element 13” and any other prohibition language. Upon that revision of the charter, OSA will accept transfer of previously documented or subsequently certified unused basic sick leave (but not “excess” sick leave) for purposes of retirement only. Such transferred sick leave hours may not in any case be used as paid time off from OSA.

18.1.4 Upon separation, the employee shall be given a written record of their unused sick leave. OSA shall also continue to maintain these records in order to fulfill any future request from another charter or school district or to provide the information to STRS.

18.1.5 COSATS expressly waives any provision of Chapter 5.92 of the City of Oakland Municipal Code that conflicts with this Agreement, including but not limited to any requirement for sick leave hours to accrue over time instead of being granted in advance.

18.2 Vacation

18.2.1 Unit members who work twenty-four (24) or more hours per week shall accrue twenty-four (24) hours of vacation per year. Vacation leave is prorated for unit members who work less than full time. Faculty members are given the full amount of vacation time on the first day they are required to return to work for each school year.

18.2.2 Vacation leave can accrue and carry over year to year to a maximum of two (2) times the annual amount. Any vacation hours in excess of twenty-four (24) hours shall be paid out at the member’s hourly rate at the end of the teaching year.

18.3 Unpaid Leaves of Absence/Artist Residency/Working Tour

18.3.1 General Unpaid Leave

18.3.1.1 An unpaid leave of absence may be granted for up to one (1) year at the discretion of the Executive Director or designee.

18.3.1.2 The unit member shall agree to a designated date or specific period to return to active work as part of the approval process.

18.3.1.3 The leave may be extended for up to one (1) additional year. The unit member must make the request to extend the leave at least three (3) months prior to the expiration of the first leave.

18.3.2 Residencies, Fellowships and Working Tours

18.3.2.1 A leave of absence to allow any established employee to participate in a residency, fellowship, working tour, or similar experience may be granted without pay at the discretion of the Executive Director or Designee.

18.3.2.2 Requests for such leave must be submitted three (3) months prior to the leave, and include a detailed plan on how OSA classes will be covered.

18.3.2.3 No more than one (1) year of total fellowship leave will be granted in a five (5) year period.

18.3.3 The member will not be eligible for employer paid benefits during any unpaid leave of absence, but to the extent allowed by the benefit provider may opt to continue participating in such benefits at their own expense.

18.4 Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, and other Disability Leave

18.4.1 The Employer shall comply with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and shall maintain compliant policies with all related legal requirements.

18.4.2 The Employer shall comply with the Pregnancy Disability Leave Act (PDLA) and shall maintain compliant policies with all related legal requirements.

18.4.3 In the event that changes to the Employer's policies are necessary to ensure continued compliance or consistency with the legal requirements of the FMLA, CFRA and/or PDLA, the Employer shall provide COSATS with notice and an opportunity to meet and confer over negotiable aspects or impacts of that change before any change to the written policies is finalized or implemented.

18.5 Industrial Injury Leave (Workers' Compensation)

18.5.1 The Employer shall provide insurance coverage for unit members in case of work-related injuries. Worker's compensation benefits provided to injured employees shall be consistent with all legal requirements.

18.5.2 When unit members are injured on the job they shall:

18.5.2.1 Immediately report any work-related injury to the Principal and Director of Human Resources;

18.5.2.2 Seek medical treatment and follow-up care if required, utilizing health care providers within the Workers' Compensation network unless a valid pre-designation form was previously filed with the Director of Human Resources or their designee, in which case the employee may instead see the specified physician of their choice. Pre-designation forms will be made available on request by Human Resources.

18.5.2.3 Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of Human Resources or their designee; and

18.5.2.4 Provide the Employer with a certification from the unit member's health care provider regarding the need for workers' compensation disability leave as well as the unit member's eventual ability to return to work from the leave. Disability leave and return to work status/leave must be certified within the Workers' Compensation carriers' network or by the physician previously selected by filing a valid pre-designation form.

18.5.3 Coordination with Sick Leave:

18.5.3.1 Any sick leave used as a result of an industrial injury or illness by the unit member prior to authorization of workers' compensation shall be restored to the unit member's sick leave bank after workers' compensation benefits are approved.

18.5.3.2 Leave for medical care related to an approved workers compensation claim, including visits to the doctor(s), shall not be charged to the unit member's sick leave account.

18.6 Bereavement Leave

- 18.6.1** Unit members are entitled to three (3) days paid bereavement leave, in addition to sick and vacation leave, due to the death of a Family Member.
- 18.6.2** Unit members are entitled to up to three (3) days paid bereavement leave or five (5) days if a funeral is more than two-hundred (200) miles from the unit member's home.
- 18.6.3** If more than one (1) such death occurs simultaneously, the leaves may be taken consecutively.

18.7 Jury Duty or Witness Leave

- 18.7.1** Unit members shall be granted paid leave if called upon to serve as a juror.
- 18.7.2** Unit members shall be granted up to two (2) days of paid leave if they are required to appear in court to comply with a subpoena or other court order as a witness in a legal proceeding. If more than two (2) days of such appearance are required, the additional days shall be considered unpaid leave, but the Unit Member will be allowed the option to instead use accrued vacation for those days.
- 18.7.3** Any amount of compensation received from jury duty service or as witness fees while on paid leave, excluding mileage reimbursements, shall be paid over to the employer.
- 18.7.4** Unit members shall notify the Principal or designee two (2) weeks in advance that jury duty or witness leave is required and submit a copy of the jury duty notice or subpoena to the Director of Human Resources.
- 18.7.5** Upon return to work, employees shall submit a copy of certificate of service, or similar proof of service, to the Director of Human Resources.
- 18.7.6** If a unit member is not required to report, or is released early from jury or witness duty, they will return immediately to work.
- 18.7.7** Unit members who are on-call to report for duty mid-day and whose work assignment is more than twenty (20) miles away from the assigned court are not required to report to work and shall apply their absences to this leave.

18.8 Voting Time Off

- 18.8.1** OSA encourages all employees to fulfill their civic responsibilities by voting. In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.
- 18.8.2** Unit members shall endeavor to request time off for voting as far in advance as possible, and in no case less than 48 hours before the date of the election.
- 18.8.3** Such voting time off shall be taken at the beginning or the end of the regular workday. A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.
- 18.8.4** To the extent possible, no performances, exhibitions, assemblies, meetings, or any other non-instructional activities shall be scheduled on election day.

18.9 Sick leave Donation. Prior to the start of the 2022-23 school year, the parties shall meet to negotiate terms for a pilot program allowing unit members to donate accrued sick leave to other unit members.

18.10 Other Unpaid Leave Categories

- 18.10.1** OSA shall continue to provide any and all other categories of leave required by state, local or federal law, and shall maintain compliant policies with all related legal requirements.
- 18.10.2** OSA shall continue to provide eligible unit members with the following categories of leave consistent with legal requirements:
- Domestic Violence/Sexual Assault/Stalking Leave;
 - School Activities Leave;
 - Victim of Crime Leave;
 - Military Service/Training Leave;
 - Military Spouse or Domestic Partner Leave;
 - Volunteer Fire Fighter/Reserve Peace Officer/Emergency Rescue Duty Leave;
 - Adult Literacy Education Leave;

- Organ and Bone Marrow Donor Leave; and
- Exterior Employee Education Leave.

18.11 Government Mandated Quarantines. In the event a unit member may be required to quarantine or otherwise miss work due to a school or government health mandate, OSA and COSATS shall immediately meet to develop a Memorandum of Understanding to address how such leave will be handled.

ARTICLE 19: COMPLAINTS

- 19.1** Students, parents/guardians, staff, and members of the public may present oral and/or written complaints regarding unit members to OSA.
- 19.2** OSA shall evaluate such complaints, and if it determines they are legitimate the complainant shall be encouraged, if appropriate, to present their complaint first to the unit member who is the subject of the complaint.
- 19.3** Should the Principal or designee receive complaints that trigger any mandatory reporting obligation, or that otherwise may legally require the involvement of law enforcement or other oversight bodies, the Principal or designee may carry out any and all legal obligations of OSA, and shall only be restricted in reporting in accordance with applicable law. Unless prohibited by law, or directed otherwise by the outside/law enforcement agency to which the complaint has been reported, if OSA investigates the complaint the unit member shall be notified of the complaint (including to which outside/law enforcement agencies a report was made) and provided an opportunity to respond verbally and in writing.
- 19.4** This article shall not be interpreted so as to constitute a waiver of Weingarten Rights.
- 19.5** In the case of any complaint pertaining to a unit member that OSA determines may be utilized in an evaluation or subsequent disciplinary action:
- 19.5.1** OSA shall bring that complaint to the attention of the unit member within a reasonable time following OSA's determination.
- 19.5.2** The appropriate administrator shall conduct an inquiry/review of the complaint. Such inquiry/review may include a conference with the appropriate administrator, the unit member, and the unit member's representative if desired by the unit member. If determined to be appropriate by OSA, the complainant may also be included in the conference.
- 19.5.3** In the event that a conference between the appropriate administrator and the unit member does not resolve the problem, the complaint shall be reduced to writing, if not already, either by the complainant or by OSA and a copy provided to the unit member. Otherwise, the complaint shall be considered withdrawn.
- 19.5.4** Complaints not reported to the unit member under this Section 19.5 shall not be utilized in any evaluation or subsequent disciplinary action.

- 19.5.5** No record of any complaint or the complaint itself shall be placed in the personnel file of the unit member unless:
- 19.5.5.1** The appropriate administrator investigates the complaint as set forth above.
 - 19.5.5.2** The appropriate administrator determines the complaint has merit and subsequently elects to take some form of discipline against the unit member in accordance with this Agreement.
 - 19.5.5.3** The unit member has been given prior notice of the written complaint, as well as a summary of the evidence involved, such that the unit member has reasonable opportunity [ten (10) calendar days] to present relevant information in writing to their immediate supervisor.
 - 19.5.5.4** The unit member shall be informed that they have the right to attach a written statement to any complaint-related document placed in the personnel file of the unit member.
- 19.5.6** No record of any complaint shall be kept in a unit member's personnel file if an inquiry/review by OSA shows that the complaint has no merit. No disciplinary or negative action shall occur as a result of an unsubstantiated complaint.
- 19.5.7** If OSA determines that the complaint has merit, then any disciplinary action shall be handled according to the applicable legal requirements and the Discipline article of this agreement.

ARTICLE 20: DISCIPLINE & DISCHARGE

20.1 Discipline or Discharge for Just Cause

20.1.1 No established unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause.

20.1.2 Discipline shall be consistent with the principles of progressive discipline as specified herein.

20.1.3 Discipline shall be imposed as soon as possible after the Employer is aware of the conduct giving rise to the discipline and has a reasonable period of time to investigate the matter.

20.2 Confidentiality

20.2.1 When imposing discipline, the Employer shall maintain confidentiality consistent with legal requirements.

20.2.2 When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.

20.3 Investigatory and Disciplinary Meetings

20.3.1 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 prior to the meeting commencing, and at least 48 hours in advance unless OSA determines immediate action is necessary or providing 48 hours' notice is otherwise impossible, and that it is the employee's right to be accompanied and represented by a Union representative.

20.3.2 Where a Union representative is not available to accompany an employee to an investigatory or disciplinary meeting, the Employer shall reschedule the meeting to a time that enables the employee to have a Union representative present.

20.3.3 At any time a unit member is called to a meeting and realizes that the purpose of the meeting is such that the outcome could result in discipline, the unit member has the right to terminate the meeting until a Union representative can be present. The meeting shall be rescheduled with the unit member and a union representative within a reasonable amount of time.

20.3.4 An unrepresented member may terminate a meeting when a reasonable person would conclude that the meeting could lead to discipline. Termination of the meeting shall not be considered to be insubordination.

20.4 Progressive Discipline

20.4.1 Absent serious misconduct, discipline shall be progressive in nature which generally includes the following progression: verbal warning; written warning; written reprimand; suspension without pay; and dismissal.

20.4.2 Progressive discipline does not necessitate the Employer to use a more severe disciplinary action than the preceding action for a repeated offense.

20.4.3 Progressive discipline short of termination is intended to correct employee misconduct. As such, all disciplinary action other than notices of termination shall include specific recommendations to correct the misconduct.

20.4.4 Progressive discipline is intended to be used each time a given offense is repeated or a like offense is committed.

20.4.5 In the event of allegations of potentially serious misconduct, OSA may place an employee on administrative leave with pay. In such cases, an investigation shall commence promptly and the employee shall be provided with notice as to the nature of the allegations that is consistent with the requirements of applicable state law and PERB precedent.

20.4.6 All employees shall be notified of their right to representation during all steps of the progressive discipline process.

20.5 Progressive Discipline Steps

20.5.1 Verbal Warning. A verbal warning shall be reduced in writing to a post-conference summary memorandum to be retained by the site administrator and may be used if the reason(s) for the warning continues. The employee has the right to provide a written response which shall be attached to the memorandum. Such memoranda shall not be included in a unit member's personnel file except as an attachment to a later written reprimand, suspension or dismissal based on the same or similar conduct. Such memoranda shall not be grieved unless they become a basis for a written reprimand or suspension.

20.5.2 Written Warning. A written warning may be issued when the verbal warning fails to bring about the proper conduct, or if, in the event of misconduct, the seriousness of the offense justifies skipping the verbal

warning step. The employee has the right to provide a written response which shall be attached to the warning. A written warning may be retained by the site administrator and may be used if the reason(s) for the memorandum continue. Such warning shall not be included in a unit member's personnel file, except as an attachment to a later written reprimand, suspension or dismissal based on the same or similar conduct. Such warning shall not be grieved unless they become a basis for a written reprimand or suspension.

20.5.3 Written Reprimand. A written reprimand may be issued when the written warning fails to bring about the proper conduct, or if, in the event of misconduct, the seriousness of the offense (judged by its severity, frequency or impact) justifies skipping the verbal warning and/or written warning step. The employee has the right to provide a written response which shall be attached to the reprimand. Such reprimand shall be included in the unit member's personnel file.

20.5.4 Suspension Without Pay. A suspension without pay may be imposed when a written reprimand fails to bring about the proper conduct, or if the seriousness of the misconduct (based on its severity, frequency, or impact) justifies skipping the verbal warning, written warning and/or written reprimand steps. Suspensions without pay may be implemented for up to fifteen (15) days. Suspensions shall be for the shortest length of time which OSA deems likely to result in correction of the behavior at issue; when multiple suspensions are imposed for repeating the same or similar conduct, the length of the suspension will typically increase each time.

20.5.5 Dismissal. Dismissal may occur after one (1) or more suspensions without pay fail to bring about the proper conduct, or if the seriousness of the misconduct (based on its severity, frequency, or impact) justifies skipping the verbal warning, written warning, written reprimand and/or suspension without pay steps. Dismissal shall be carried out in accordance with this Article.

20.5.6 Notification to Union: At each of the above stages, OSA must notify the unit member of their right to notify their union representative. Additionally, OSA must provide COSATS, every 2 years, with a complete and anonymous list of disciplinary actions taken. Additionally, OSA shall maintain demographic data of all disciplinary actions to be made available upon request.

20.6 Suspension or Dismissal Process

20.6.1 A written Notice of Intent to Suspend without Pay or Dismiss shall be issued to the employee prior to imposing the proposed suspension without

pay or dismissal from employment, and shall contain the following information:

- 20.6.1.1** The type and effective date of disciplinary action intended;
- 20.6.1.2** The reasons for the proposed discipline;
- 20.6.1.3** A factual summary of the basis for the charges;
- 20.6.1.4** A copy of all written charges, materials, reports, and/or documents upon which the discipline is based, with the exception of confidential or privileged investigation materials which, if not disclosed, shall be summarized with adequate specificity to enable the employee to meaningfully respond thereto.
- 20.6.1.5** Notice of the employee's right to representation.
- 20.6.1.6** Notice of the employee's right to respond to the Notice verbally and/or in writing within five (5) days of receipt, before the specified discipline is imposed. If such a response is provided, the Executive Director shall subsequently review that response and either affirm, modify, or reverse the proposed discipline. Imposition of the suspension without pay or dismissal shall be deferred until after the Executive Director's decision is issued.
- 20.6.1.7** Notice that the proposed suspension without pay or dismissal will be imposed if no timely verbal or written response is provided.

20.6.2 If no timely verbal or written response is provided, or if after such response the proposed suspension without pay or dismissal is upheld in its original or modified form, a written Notice of Suspension Without Pay or Dismissal shall be issued to the employee, which shall include notice of the employee's right to grieve the discipline in accordance with Article 21 (Grievance & Arbitration).

20.7 Right to Grievance for Imposition of Discipline: Suspensions without pay and terminations are subject to the formal grievance procedure outlined in Article 21 (Grievance and Arbitration). In any arbitration under this Article, the Employer 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.

20.8 Access and Response to Critical Material in Personnel Files

- 20.8.1** There shall be a single official personnel file for each unit member. This file shall be kept in the central administrative office of the Employer.
- 20.8.2** Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request and as permitted by law. Upon authorization by the unit member, a Union representative may review the unit member's file or accompany the unit member in their review of the file.
- 20.8.3** All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 20.8.4** Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory or disciplinary statement, their own comments. Such review may take place during normal business hours.
- 20.8.5** Employees will be given copies of any conference memos, written warnings, written reprimands, and any material placed in their personnel file.
- 20.8.6** All disciplinary documents may be removed from the unit member's personnel file on request after the passage of three (3) years without a recurrence of the same or similar conduct. Such requests will not be unreasonably or arbitrarily denied. If a request to remove disciplinary documents is refused, the unit member shall be provided with a written explanation of the reasons for refusal.

ARTICLE 21: GRIEVANCE & ARBITRATION

21.1 Definitions & General Conditions

21.1.1 A grievance is a claim by one (1) or more unit member(s), or the Union, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, except as specifically limited or agreed to elsewhere in this Agreement.

21.1.2 For purposes of this Article, a “day” is a day in which the unit members are scheduled to work as set forth in this Agreement.

21.2 Right to Representation. A grievant may be represented at all stages of the grievance by a Union representative(s). A copy of the grievance will be issued to all affected parties.

21.3 No Reprisals. No reprisals of any kind will be taken by the Employer, COSATS, or any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedures by reason of such participation.

21.4 Informal Procedure

21.4.1 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.

21.4.2 This discussion must be requested within twenty (20) days of the alleged violation or within twenty (20) days of when the grievant had knowledge of the facts concerning the alleged violation.

21.5 Level 1: Site Administrator/Principal

21.5.1 If the contract violation was created by a decision of the Site Administrator/ Principal, the grievant may skip to level 2.

21.5.2 If the matter is not resolved informally per Section 21.4 above, the grievant may submit the claim as a formal grievance no later than fifteen (15) days after the informal conference to the appropriate administrator.

21.5.3 Within seven (7) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and a Union representative in an effort to resolve the matter.

21.5.4 Within seven (7) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

21.6 Level 2: Executive Director or Designee

21.6.1 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, or if the grievance skipped Level 1 pursuant to Section 21.5.1, the grievance may be appealed to the Executive Director or designee.

21.6.2 Within seven (7) days of receiving the appeal, the Executive Director or designee shall meet with the aggrieved and a Union representative in an effort to resolve the grievance.

21.6.3 Within seven (7) days of the meeting, the Executive Director or designee shall respond with a decision in writing.

21.7 Level 3: Mediation.

21.7.1 If the grievant is not satisfied with the decision rendered at Level 2, COSATS or OSA may, upon mutual agreement, refer the grievance to grievance mediation

21.7.2 The Union and the Employer shall request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.

21.7.3 The mediator shall meet with the grievant, the Union and the District as soon as possible to resolve the grievance.

21.7.4 If an agreement is reached, the agreement shall be in writing and shall be signed by the grievant, the Union and the Employer. This agreement shall constitute a settlement of the grievance.

21.7.5 Either party may terminate mediation. The Union may appeal to Level 4.

21.7.6 The parties will share any cost associated with mediation equally.

21.8 Level 4: Arbitration

21.8.1 Within ten (10) days of either the unsuccessful conclusion of mediation at Level 3 or the issuance of a decision at Level 2 (if the parties do not mutually agree to mediate), the Union may submit the grievance to arbitration upon written notice to the Executive Director. Such

arbitration shall be final and binding in all cases other than appeals disputing a disciplinary dismissal (see Sections 21.8.11 and 21.8.12, below). The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear and concise statement of the reasons for the appeal.

- 21.8.2** The arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of five (5) persons. If the grievant and Employer cannot agree on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains. In the alternative, the parties may mutually agree to use any arbitrator of their choice in lieu of obtaining any list from CSMCS, or in lieu of the options so obtained.
- 21.8.3** 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 (1) is selected who is able to serve within sixty (60) days.
- 21.8.4** 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 ten (10) days prior to the first hearing date, exchange lists of their intended witnesses.
- 21.8.5** No less than ten (10) days before the scheduled date of hearing, the parties shall make a good faith effort to reach agreement and reduce to writing the specific issue(s) to be submitted to the arbitrator. If the parties cannot mutually agree on a statement of the issue(s) prior to hearing, they shall each submit a proposal and the arbitrator shall define the issue based on one or both of those submissions.
- 21.8.6** The arbitration shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 21.8.7** The arbitrator shall have discretion to decide whether to receive written briefs from the parties or to instead decide the matter based solely on final oral argument.
- 21.8.8** 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 and briefing is complete, if briefs are received.
- 21.8.9** The arbitrator shall consider and make a decision with respect only to the specific issue(s) submitted, and shall not have the authority to make a decision on any other issue not so submitted, or to add to, subtract

from, disregard, establish, or modify any term of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented to the arbitrator by the respective parties.

- 21.8.10** In all cases other than grievances disputing a disciplinary dismissal, the arbitrator's award shall be final and binding upon the grievant(s), the Employer and the Union. 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 the dispute shall be conclusive on the grievant(s), the Employer and the Union in any subsequent proceedings.
- 21.8.11** For grievances disputing a disciplinary dismissal only, the arbitrator shall issue an advisory decision recommending whether the employee should or should not be reinstated. That advisory decision may be appealed by either party in writing to the OSA Board of Directors within twenty (20) days of issuance. If no timely appeal is filed, the arbitrator's recommended decision shall be deemed final and binding.
- 21.8.12** If the arbitrator's decision regarding a disciplinary dismissal is timely appealed:
 - 21.8.12.1** Within thirty (30) days of receiving a timely appeal, the Board shall review the arbitrator's recommended decision and the written appeal, and then vote whether to accept the appeal.
 - 21.8.12.2** Unless a majority of the voting Directors affirmatively vote to accept the appeal, the arbitrator's decision shall become final and binding and the parties shall be notified accordingly.
 - 21.8.12.3** If a majority of the voting Directors do affirmatively vote to accept the appeal both parties shall subsequently be provided a reasonable opportunity to present their arguments to the Board as a whole for why the advisory decision should or should not be reversed or modified. The presentation and vote shall be held no later than thirty (30) days after the vote to accept the appeal.
 - 21.8.12.4** All Directors shall be present to hear any presentation made under this Section 21.8.12 and participate in the subsequent vote. Consistent with Brown Act requirements, the dismissed employee shall have the option of deciding whether the presentations and vote occur in closed or open session.

- 21.8.12.5 All presentations shall be made in the presence of the other party.
- 21.8.12.6 No later than thirty (30) days after the last such presentation is completed, the Board shall vote on whether to reverse or modify the arbitrator's advisory decision.
- 21.8.12.7 If and only if all Directors unanimously affirmatively vote to reverse or modify the arbitrator's advisory decision, the Board's decision shall be final and binding. In all other cases the original advisory decision shall become final and binding.
- 21.8.12.8 Any determination designated as final and binding pursuant to the above process shall be final and binding upon the grievant(s), OSA and COSATS, and California law on final and binding arbitration decisions shall apply to the decision. A final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), OSA and COSATS in any subsequent proceedings.

21.8.13 All fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. 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.

21.9 Timelines. Time is of the essence in processing all grievances. However, nothing shall prevent the extension of the timelines specified in this article if mutually agreed to by both parties in writing.

21.10 Miscellaneous

21.10.1 The grievant and the Union representative shall be provided with reasonable time to attend any grievance meetings with the Employer. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.

21.10.2 Where a grievant is not represented by COSATS, the Employer shall promptly furnish to COSATS a copy of the grievance. If the grievance is withdrawn without a settlement, the Employer shall so notify COSATS. The Employer shall not agree to a final resolution until COSATS 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 arbitration rests solely with COSATS.

- 21.10.3** It is understood and agreed that nothing herein contained shall prevent either the Employer or the Union from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 21.10.4** The grievance papers shall not be filed in the employee's personnel file. They shall be kept in a separate sealed file by the Director of Operations or designee.
- 21.10.5** No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.
- 21.10.6** If COSATS fails to timely advance a grievance to the next step, the grievance shall be deemed withdrawn. If the Employer fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

ARTICLE 22: REDUCTION IN FORCE

- 22.1** Layoffs may occur due to programmatic needs, declining enrollment, or reduction in funds. Prior to considering any layoff of unit members, the employer shall meet with the union to discuss the impact of the layoff. Any decisions about layoffs will be based first and foremost on what is best for OSA students and the integrity of the academic and arts programs.
- 22.2** The employer's decision to conduct a layoff is not subject to grievance unless violations of this article occur. Any grievance alleging violation of this article shall be filed at Level 2 of the grievance procedure, within 20 days of when the grievant first knew or should have known of the error, and the grievance shall be processed on an expedited basis. If the employer is found to have incorrectly applied the procedures and criteria set forth in this Article, such that the incorrect unit member was identified for layoff, the remedy shall be to restore employment to the incorrectly laid off member with full back pay less mitigation for alternative employment.
- 22.3 Notice of Layoffs**
- 22.3.1** Unit members subject to layoff at the end of a school year shall be provided initial notice not later than April 15 of the current school year; and final determination of renewal due to layoffs shall be made by the last student day of school.
- 22.3.2** In order to ensure stability of the school, OSA shall not lay off any unit member from a position that OSA expects to have the following school year.
- 22.4 Procedure.** If layoffs take place, the following procedure shall be followed:
- 22.4.1** OSA determines the department (academic or counseling), division (middle school or high school), and/or sub-pathway in which the layoff will occur.
- 22.4.2** If OSA decides to eliminate or reduce a specific course offering or type of instruction for programmatic reasons, potential layoff will be limited to employees employed to teach that specific course offering or type of instruction. Examples of potential layoffs on this basis could include, but are not necessarily limited to, decisions to decrease the number of staff members employed to teach a specific musical instrument or foreign language.
- 22.4.3** To support the enrollment needs of the school, if a proposed layoff would otherwise affect a unit member who possesses unique or unusual

qualifications or certifications needed to teach a specific class or subject area, that unit member shall be skipped unless OSA has specifically decided to eliminate or reduce that class or subject area.

22.4.4 Before a layoff notice is issued to any member, OSA will first seek volunteers from among all employees employed in the department, division, and/or sub-pathway identified for layoff, provided however that OSA may refuse any such volunteer if it, in its sole discretion, determines that laying off that volunteer would not be consistent with OSA's programmatic needs.

22.4.5 Potential volunteers must be notified that their return right is limited to the rehire list.

22.4.6 Vacant positions shall not be automatically attrited. If OSA determines that a bargaining unit position(s) should be eliminated, it will so advise COSATS and the matter will be referred to LMC.

22.5 Layoff Criteria

22.5.1 For purposes of this Article, seniority is a unit member's total years of service at OSA.

22.5.2 Layoff shall occur in reverse order of seniority within the group of employees identified for potential layoff, provided however that teachers in that group who do not hold a credential appropriate for their position shall be laid off before OSA lays off any teacher who does hold such credential, with the exception of current employees whose credentialing status is in compliance with AB 1505 or who are enrolled in an appropriate credentialing program.

22.5.3 In the event two or more members share the same seniority, the full time employee shall be the most senior for purposes of layoff. If still tied, the tie will be broken by a random lottery conducted in the presence of at least one (1) union representative and the affected members. In the event any one or more of the affected member(s) is unavailable for the lottery, an additional union representative must be present as a witness and substitute for each absent member.

22.6 Rehire Process

22.6.1 Individuals who have been laid off shall be placed on a Rehire List for 18 (eighteen) months and shall be offered reemployment in order of seniority as defined herein.

- 22.6.2** 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 and is determined by OSA to be qualified for the position. The offer is to be made by phone call, email, and via certified mail to the address on file for the unit member. The unit member shall have (5) business days from the date of the notice to respond to the offer.
- 22.6.3** No prospective employee may be offered a position until every unit member on the Rehire List who previously held the position and holds the appropriate credential has been offered the position.
- 22.6.4** Unit members who decline an offer of reemployment for a position requiring the same credential/professional experiences 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.
- 22.6.5** When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service.

ARTICLE 23: SAFETY

- 23.1 Laws and Regulations.** The Employer and Unit members shall comply with all health and safety laws and regulations that apply to non-charter schools.
- 23.2 Safe and Clean Facilities.** The Employer shall provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which are dangerous to their health and safety. Each school site shall have access to potable water.
- 23.3 Productive Learning Environments.** The Employer shall ensure that priority is given to keeping classrooms and other learning spaces productive and safe, and amenable to the learning process. Ongoing issues relating to noise, heat, and capacity shall be referred to LMC to determine appropriate solutions. When, in the judgment of the teacher, instruction cannot continue due to an immediate problem, the teacher and/or COSATS and the Principal or designee shall immediately convene to work out a mutually agreeable solution.
- 23.4 Vehicle Use.** No unit member shall be required to use a personal vehicle for OSA business purposes. If a unit member does use a personal vehicle while conducting OSA business, and in the case of an accident, the driver's insurance shall be primary and the employer's will be secondary.
- 23.5 Immediate Report of Assault.** Unit members shall report cases of assault or attacks suffered in connection with their employment, to the Principal or immediate supervisor and to the appropriate law enforcement agency. The Employer shall release the employee from duty without loss of pay or benefits when they are required to make a statement to the police or appear in court in connection to the incident. There shall be no reprisals to the unit member for making reports to a law enforcement agency.
- 23.6 Infectious or Contagious Disease.** Unit member(s) shall be notified regarding the nature of any suspected infection or contagious disease and the steps taken by the Employer deemed necessary, to protect the safety of the unit member(s) and students. Students suspected of having a contagious disease shall be sent to the school office.
- 23.7 Dangerous Student Action.** Unit members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the appropriate administrator as soon as possible along with clear communication about the situation. Prior to returning the student to that unit member's class, the administrator shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student

to class. As soon as possible the Principal or designee will consult with the teacher regarding the long-term plan for the student. Unit members retain the right to suspend a student from class for up to 2 days pursuant to California Education Code section 48910. This right must be exercised consistent with OSA principles of inclusion.

- 23.8 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. The employer will provide training to unit members in de-escalation techniques, in order that they may be able to defuse dangerous situations between and among students.
- 23.9 Previous Student Behavior.** When an administrator is aware that a student on a unit member's roster has been suspended or expelled from their previous school, and where the suspension or expulsion was based on dangerous conduct indicative of an ongoing safety risk, the unit member will be notified.
- 23.10 Disruptive Person on Campus.** In responding to disruptive persons on campus, including parents, unit members may request the Employer to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of the Employer but may include ouster (removal) measures or possibly injunctive (restraining order) relief pursuant to California Education Code section 32211.
- 23.11 Emergency Closure.** In the event of a partial or full emergency closure of Employer campuses lasting five (5) school days or less, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If the closure continues beyond five (5) school days and OSA collects ADA during that period, unit members shall receive their daily rate of pay and benefits. If OSA determines to add catch-up days at the end of the school year, OSA shall give COSATS notice and an opportunity to request negotiations over the impact. Teachers receiving pay and benefits may be required to teach remotely during campus closure.
- 23.12 Emergency Supplies.** OSA shall provide each classroom and major work area with first aid kits and emergency supplies. To assure that supplies provided to teachers are appropriate, the Employer and COSATS will review in LMC the appropriate supplies, including reviewing the guidelines recommended in the Emergency First Aid Guidelines for California Schools from the Emergency Medical Services Authority of the California Health and Human Services Agency.
- 23.13 Communication Equipment.** Each classroom shall have a working telephone, two-way radio, or alternative telecommunications device that shall enable the unit member to contact the main office and/or school security personnel. The

Employer shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.

- 23.14 Working After Hours.** No unit member shall be required to be on school grounds after the end of their on campus hours unless, upon employee request, an administrator or security personnel is also present on school grounds. Unit members may choose to remain on school grounds after their on campus hours at their discretion without an administrator or security personnel present. When supervising eleven (11) or more students after hours, security personnel must be on campus.
- 23.15 Student Health Notification.** OSA will inform unit members of known information regarding student health issues as appropriate and provide applicable training and emergency plans.
- 23.16** OSA shall provide the following for staff use:
- 23.16.1** A lunchroom/faculty lounge at the main campus;
 - 23.16.2** Adequate lavatory facilities for staff use only at each site, with the exception of the White Box, where staff-only facilities are not available; and
 - 23.16.3** A secure, locked space to store personal items in each teacher's primary workspace.
- 23.17** If the water and/or electricity is out for more than 2 hours, students and unit members shall be dismissed after student safety is assured.
- 23.18 Nursing Facilities.** The Employer shall provide a dedicated space for unit members to express breast milk as frequently as needed. This space shall not be a bathroom, must be shielded from view and free from intrusion by coworkers or the public, shall have a lock, and shall not be accessible to students. The employer shall provide access to a clean sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace.

ARTICLE 24: OTHER CONDITIONS OF EMPLOYMENT

24.1 Intellectual Property

24.1.1 The understandings regarding intellectual property in this Section 24.1 are intended to encourage unit members to engage in the production of scholarly and/or artistic works, creative publications, and technology-based materials. Both COSATS and OSA agree that the unit member has a right to benefit from their scholarly and/or artistic work and all rights are reserved to the unit member that created the intellectual property except to the extent that they are created during working hours or as part of stipended work.

24.1.2 Intellectual Property means any work that is eligible for copyright protection including (but not limited to) literary works, books, articles, dramatic and musical compositions, poetry, choreography, instructional materials (e.g., curriculum, syllabi, lecture, lesson plans, student exercises, multimedia programs, and tests), analysis (e.g., scientific, logical, opinion or criticism), works of art and design, including pictorial, graphic, and sculptural works, photographs, films, video, and audio recordings, and computer-based programs and media.

24.2 Access to Email and Files. Unit members shall be given at least one (1) week's notice before losing access to their OSA accounts (email, files, etc.), unless such notice is deemed impossible or imprudent by OSA due to the specific circumstances (for example, sudden termination for cause). In such cases, members may submit a written request to retrieve copies of their personal files and emails, and if such request is made they will be provided a reasonable opportunity to do so.

24.3 Academic Freedom

24.3.1 Lesson Content

24.3.1.1 Instruction shall be presented in a fair, accurate, and objective manner that is consistent with the curriculum for the class and appropriate to the age and maturity of students. Instruction shall also be sensitive to the community needs, diverse values, cultures and heritage of students and their families. A unit member shall have reasonable freedom in presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that such material is relevant to the course content, and within the scope of the law.

- 24.3.1.2** OSA shall maintain the established tradition of teacher agency for their courses. The teachers and their Department Chairs shall have primary control over selecting appropriate course materials, sequencing the course, and creating assignments and assessments. Decisions around instruction and curriculum must be consistent with applicable teaching standards (e.g., State standards, common core, and CTE) and aligned with and meeting the established priorities of OSA. OSA retains the right to reject or overturn curriculum decisions, however, such decisions shall not be rejected or overturned arbitrarily. In the event that a teacher's proposed choice is rejected or overturned, OSA will on request provide a written explanation of the basis for its decision, but that decision may not be grieved.
- 24.3.1.3** For honors and advanced courses, teachers and department chairs shall work with the principal to determine appropriate entrance or placement requirements.

24.3.2 Academic Freedom of Speech

- 24.3.2.1** Academic freedom is essential to a robust, effective, and meaningful educational experience. As such, unit members shall be free from unlawful censorship or prior restraint. However, unit members shall not use their position to persuade or coerce students into adopting a particular ideological, personal, or religious viewpoint.
- 24.3.2.2** In performing professional duties, unit members shall have reasonable freedom to express their opinions, if identified as such, and to present controversial facts on all matters relevant to the course content aligned with the course outline, curricula, courses established by OSA, and their professional responsibilities. Unit members may be required to coordinate instructional or curricular activities for school-wide, grade level, or department consistency.

- 24.4 Determination of Grades.** The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by OSA except in situations of clerical or mechanical mistake by the teacher, fraud, bad faith, or incompetency. Prior to any grade or grading scale change based upon the above limited circumstances, the following conditions must be met: (a) the responsible teacher must be given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade

was given; and (b) the responsible teacher will be included in discussions relating to the change of grade or grading scale, unless the teacher is unreachable after multiple good faith efforts to contact the teacher (ex: the teacher is on a lengthy vacation outside of the country and cannot be at a meeting or communicate electronically).

24.5 Standing COSATS Agenda Item for OSA Board Meetings. OSA will provide COSATS with a standing ten (10) minute Agenda Item at every regular monthly meeting of the OSA Board of Directors. COSATS shall provide the OSA Board of Directors' Chief of Staff with advance notice of the names of all OSA representatives entitled to use the provided time on COSATS's behalf at any such meeting.

24.6 Non Discrimination. OSA shall not unlawfully discriminate in any program, activity or employment against any unit member on the basis of race, color, creed, religion, actual or perceived age, sex, gender, ethnic background, ancestry, national origin, political affiliation, domicile, sexual orientation, gender identity, marital status, physical or mental disability, medical information, genetic information, pregnancy, veteran status, COSATS membership, or participation in the activities of COSATS.

24.7 Student Accountability and Attendance

24.7.1 In order to aid teachers in providing high quality instruction to all students, OSA shall develop and maintain a robust and equitable student accountability system. While teachers are expected to implement classroom management strategies as a first line of defense, OSA will design effective approaches to promptly respond to excessive disruptive behavior at the teacher's request. OSA shall maintain a clear process for referring students that takes as little time and attention as possible away from instruction.

24.7.2 OSA will develop and consistently implement interventions for chronic absenteeism (students missing more than ten percent (10%) of days of a class) and shall monitor and track attendance patterns to discover students cutting individual classes. OSA will develop interventions for chronic tardies (students arriving late to a class more than ten percent (10%) of the time), and implement those interventions in partnership with teachers. Teachers shall accurately report tardies and attendance through PowerSchool or similar system and participate in SARB (Student Attendance Review Board) meetings upon request, and administration will support teachers in implementing strategies to decrease tardiness and chronic absenteeism. Final responsibility for ensuring students are in classes lies with the principal, but the parties

recognize this responsibility may include enforcing teacher compliance with the requirements listed in this paragraph.

24.8 Substitutes

24.8.1 Unit members are responsible for reporting upcoming absences from teaching duties as soon as possible, as well as notifying OSA which courses need coverage and providing appropriate lesson plans and materials. Unit members must give a minimum of seventy-two (72)-hours advance notice if using vacation time.

24.8.2 OSA is responsible for securing substitute teacher coverage and ensuring the substitute teacher arrives on time. OSA shall develop and maintain a single, streamlined method for all substitute teacher requests. This method must be monitored by OSA to ensure a substitute teacher will be secured in time. For substitute teachers requests within two (2) hours from the start of a class, the teacher will also contact by phone or email the department chair(s), assistant principal, and principal. OSA shall pay in-house substitutes at their hourly rate of one (1) hour for every period covered. If OSA cannot provide a substitute teacher, members of the Leadership Team will designate appropriate coverage.

24.9 Use of Technology

24.9.1 OSA shall continue to provide each teacher with a fully functioning and current laptop computer and all necessary adapters to perform their teaching duties. Teachers shall be responsible for securely storing their computer (in a locked container or by locking the classroom), and will not be held liable for theft from a secure space. Additionally, teachers will not be held liable for accidental damage or theft except in cases of gross negligence. Teachers may bring their computer home. In the event of theft, the school's insurance shall activate first.

24.9.2 OSA shall provide all classroom equipment necessary for implementation of school curriculum. This includes, but is not limited to, internet access, access to printers and ink, projectors (mounted upon request) and speaker systems for all classrooms and teaching spaces, and specialty equipment based on arts sub-pathway (for example, art supplies, instruments, production materials, required technology, etc.). Teachers shall have access to a printer on their floor and side of the building--if this is in a classroom, it shall be placed near the door for least disruption.

24.9.3 Teachers are expected to use good judgment in the use of social media. Social media posts are considered free speech but shall not in any way

endanger students. Posts that can be viewed by students should be professional and adhere to any social media policies developed by the Labor Management Committee. Existing social media policies, as of the date this Agreement is ratified, shall continue to apply, unless and until they are changed based on LMC discussions or after satisfying all applicable bargaining obligations.

24.10 Classroom Facilities

- 24.10.1** OSA shall provide classroom space for all teachers and classes that is appropriate to the needs of that class. OSA will minimize the need to teach in multiple classrooms in a given year, with preference based on seniority and input from impacted teachers, unless the more senior teacher has less than a full time teaching schedule or significantly under-enrolled classes. Room sharing shall prioritize matching teachers who have similar classroom needs, such as configuration of furniture. 6th grade teachers will have a dedicated classroom space. All other full time staff shall have one (1) room designated as a “primary” classroom, and OSA shall ensure that any changes to the room for use by other teachers are reset prior to the primary teacher’s next class. Teachers in shared spaces are responsible for returning the room to the agreed upon classroom set-up. In the event the agreed set-up is not being honored, OSA leadership will address the issue.
- 24.10.2** OSA assumes all responsibility when rooms are used by outside groups, whether during the evenings, weekends, or breaks. OSA shall create and enforce clear contracts with these outside groups to ensure teacher’s items, such as books, wall decorations, etc. are left alone. Any damage or theft of teacher classroom material by an outside group shall be replaced at OSA’s expense.
- 24.10.3** In consideration of room sharing, OSA recognizes that teachers often need a separate on-site space to work. OSA shall provide at least one (1) collaborative space, such as the faculty lounge, and one (1) additional space for quiet, independent work at all times. In the event that a unit member needs access to an additional quiet space, they can make a request to their supervisor and a space will be provided.

24.11 Labor Management Committee (LMC). The parties agree to continue the established LMC, which shall meet at least once monthly. The LMC shall be responsible for informing policy development and problem solving of school issues. COSATS shall determine appropriate teacher representation for this work. Any school decisions that may affect the working conditions of teachers shall be subject to this collaborative process, provided that if there is a need for a prompt decision on a particular bargainable issue, this process may be bypassed so that

negotiations can commence expeditiously. Feedback on the learning experience of students shall also be invited. This provision does not waive the parties' legal obligation to bargain as provided by Educational Employment Relations Act (EERA).

ARTICLE 25: WAIVER OF CONTRACT

25.1 Purpose. In recognizing that OSA is unique and was established to encourage experimentation and innovation, it is the desire of OSA and COSATS that it may be necessary to waive certain provisions of the Collective Bargaining Agreement upon mutual consent and approval.

25.2 General Provisions

25.2.1 Approved waivers are effective for the duration of one (1) school year, or a different amount of time as stated.

25.2.2 Generally, waivers may be renewed through the approval process set forth below on an annual basis, but expire at the end of the school year if not renewed.

25.2.3 No waiver shall be granted that is in contravention of state or federal law.

25.3 Waiver Process

25.3.1 Proposed waivers can be initiated by either the OSA administration or the COSATS bargaining unit members but must be in written form including the following information:

25.3.1.1 The specific contractual provision(s) (by Article and Section number(s)) proposed for waiver,

25.3.1.2 The purposes or advantages to be gained by waiving the specified contractual provision(s),

25.3.1.3 Whether the waiver should be considered a pilot and/or considered at negotiations for broader application, or if it addresses unique conditions at the site.

25.3.2 Proposed waivers must be approved by at least sixty percent (60%) of the bargaining unit members by Pathway or Division, in a secret ballot election conducted by COSATS, and supported in writing by the principal.

25.3.3 Proposed waivers must be presented to the COSATS Waiver Committee at any time during the school year but must be presented by April 30 to be effective for the following year.

25.4 Waiver Committee Approval

- 25.4.1** The Waiver Committee shall be co-chaired by the OSA Executive Director and the COSATS President, or their designees.
- 25.4.2** Each of the Co-Chairs will appoint one (1) additional member and one (1) alternate to the Waiver Committee. The OSA appointees must be members of the administration, and the COSATS appointees must be members of COSATS.
- 25.4.3** Within thirty (30) calendar days of receiving the proposed waiver, the Waiver Committee will meet and by consensus approve or deny the proposed waiver.

ARTICLE 26: SAVINGS

- 26.1** If any provision of this Agreement is held invalid by operation of law or by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 26.2** It is further agreed that within twenty (20) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to the provision held to be contrary to law.

ARTICLE 27: ASSIGNABILITY

- 27.1** This Agreement is assignable. If during the term of this Agreement OSA contemplates a merger, affiliation, change of affiliation, change of employer or transfer of employees, OSA shall notify the Union far enough in advance to allow a reasonable opportunity for discussion and a meaningful opportunity to provide input and suggest alternatives before a final decision is made. OSA shall obtain a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of this collective bargaining agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that such employer shall be bound in every respect to the provisions of this collective bargaining agreement. Within the above parameters OSA has sole authority to make the final determination of the merger, affiliation, change of affiliation, change of employer, or transfer of employees.
- 27.2** Should a proposed new, subsequent, or successor employer request waiver of this requirement or any change to the Collective Bargaining Agreement as a condition of providing the desired guarantee and written agreement, the parties shall meet to bargain in an attempt to agree to the requested changes. If they are unable to reach such agreement, OSA may demand a vote of the full unit membership on the requested changes for the purposes of facilitating the merger, affiliation, change of affiliation, change of employer, or transfer of employees. Any such vote will occur promptly, provided that before actual voting occurs a meeting shall occur at which both OSA and COSATS will be provided an opportunity to make a presentation to all unit members explaining their positions on the pros and cons of agreeing to the proposed waiver or change(s). OSA and COSATS mutually acknowledge that reasonable minds may disagree on what is in the best interest of OSA and its students, and commit to making every effort to ensure any such meeting and presentations are conducted in a mutually respectful and non-disruptive manner. If the majority of COSATS unit members reject the proposed waiver and /or collective bargaining agreement changes, Section 27.1 remains in effect.

ARTICLE 28: TERM & REOPENERS

- 28.1** The term of this Agreement shall be from August 1, 2021 - July 31, 2024.
- 28.2** In addition to Compensation, and reopeners on other items as specifically provided for elsewhere in this Agreement, each party may reopen one (1) additional Article each in 2023-2024. If either party wishes to exercise that option, it must provide written notice to the other no later than December 31, 2023. If such notice is provided, both parties shall identify the Article they wish to reopen upon no later than the following January 31.
- 28.3** Except as specifically provided elsewhere herein, this Agreement fully and completely incorporates the parties' understanding regarding all matters herein. During the term of this Agreement the parties do not waive the obligation to negotiate with respect to any proposed change to any other practice, subject, or matter within the scope of bargaining that is not specifically referred to or covered in this Agreement.

SIGNATURE PAGE

**FOR OAKLAND SCHOOL
FOR THE ARTS:**

Mike Oz, Executive Director

Justin Otto Sceva, Lead Negotiator

**FOR COALITION OF OAKLAND
SCHOOL FOR THE ARTS
TEACHERS AND STAFF:**

Kris Bradburn

Andy Junge

Thomas Coleman

Rebecca Flanigan, CTA/NEA

APPENDIX A: Salary Schedule for All Unit Members Other Than Credentialed Counselors, Credentialed Mental Health Counselors/School Social Workers, Dean of Students (if included in Unit), Wellness Coordinators, Psychologist, Speech Pathologist, DEI/JEDI Coordinator (if included in Unit) and Pathway Coordinator (If Included in Unit)

Step	COLUMN <i>(Columns are cumulative, and shall be granted for (1) possession of one advanced degree (Master's or Doctorate) and/or (2) longevity, with one column granted in each fifth year of OSA employment (e.g., years 5, 10, 15 and 20). For example, a unit member with a Master's degree who is in their 10th year of OSA employment shall be placed in Column D.)</i>				
	A	B	C	D	E
1	\$60,000.00	\$61,537.65	\$63,522.74	\$65,507.82	\$67,492.91
2	\$60,743.61	\$62,728.70	\$64,713.79	\$66,698.87	\$68,683.96
3	\$61,958.49	\$63,943.57	\$65,928.66	\$67,913.74	\$69,898.83
4	\$63,197.65	\$65,182.73	\$67,167.83	\$69,152.91	\$71,138.00
5	\$64,461.60	\$66,446.70	\$68,431.78	\$70,416.87	\$72,401.95
6	\$65,750.85	\$67,735.93	\$69,721.02	\$71,706.10	\$73,691.19
7	\$67,065.86	\$69,050.94	\$71,036.03	\$73,021.11	\$75,006.20
8	\$68,407.18	\$70,392.26	\$72,377.35	\$74,362.43	\$76,347.52
9	\$69,775.32	\$71,760.41	\$73,745.49	\$75,730.58	\$77,715.66
10	\$71,170.83	\$73,155.92	\$75,141.00	\$77,126.08	\$79,111.17
11	\$72,594.24	\$74,579.33	\$76,564.41	\$78,549.51	\$80,534.59
12	\$74,046.13	\$76,031.21	\$78,016.30	\$80,001.38	\$81,986.47
13	\$75,527.05	\$77,512.14	\$79,497.22	\$81,482.31	\$83,467.40
14	\$77,037.59	\$79,022.68	\$81,007.77	\$82,992.85	\$84,977.94
15	\$78,578.34	\$80,563.43	\$82,548.51	\$84,533.60	\$86,518.68
16	\$80,149.90	\$82,135.00	\$84,120.08	\$86,105.17	\$88,090.25
17	\$81,752.91	\$83,738.00	\$85,723.08	\$87,708.17	\$89,693.25
18	\$83,387.96	\$85,373.05	\$87,358.13	\$89,343.23	\$91,328.31
19	\$85,055.73	\$87,040.81	\$89,025.90	\$91,010.99	\$92,996.07
20	\$86,756.84	\$88,741.92	\$90,727.01	\$92,712.09	\$94,697.18
21	\$88,491.98	\$90,477.06	\$92,462.15	\$94,447.24	\$96,432.33
22	\$90,261.82	\$92,246.91	\$94,231.99	\$96,217.07	\$98,202.16
23	\$92,067.06	\$94,052.14	\$96,037.22	\$98,022.31	\$100,007.39
24	\$93,908.40	\$95,893.48	\$97,878.56	\$99,863.66	\$101,848.74
25	\$95,786.57	\$97,771.66	\$99,756.74	\$101,741.82	\$103,726.91

APPENDIX B: Salary Schedule for Credentialed Counselors

NOTE: This salary schedule applies to Counselors who hold a valid PPS credential. The salary schedule in Appendix A shall apply to Counselors who do not hold a valid PPS credential)

Step	COLUMN <i>(Columns are cumulative, and shall be granted for (1) possession of one advanced degree (Master's or Doctorate) and/or (2) longevity, with one column granted in each fifth year of OSA employment (e.g., years 5, 10, 15 and 20). For example, a unit member with a Master's degree who is in their 10th year of OSA employment shall be placed in Column D.)</i>				
	A	B	C	D	E
1	\$65,750.85	\$67,735.93	\$69,721.02	\$71,706.10	\$73,691.19
2	\$67,065.86	\$69,050.94	\$71,036.03	\$73,021.11	\$75,006.20
3	\$68,407.18	\$70,392.26	\$72,377.35	\$74,362.43	\$76,347.52
4	\$69,775.32	\$71,760.41	\$73,745.49	\$75,730.58	\$77,715.66
5	\$71,170.83	\$73,155.92	\$75,141.00	\$77,126.08	\$79,111.17
6	\$72,594.24	\$74,579.33	\$76,564.41	\$78,549.51	\$80,534.59
7	\$74,046.13	\$76,031.21	\$78,016.30	\$80,001.38	\$81,986.47
8	\$75,527.05	\$77,512.14	\$79,497.22	\$81,482.31	\$83,467.40
9	\$77,037.59	\$79,022.68	\$81,007.77	\$82,992.85	\$84,977.94
10	\$78,578.34	\$80,563.43	\$82,548.51	\$84,533.60	\$86,518.68
11	\$80,149.90	\$82,135.00	\$84,120.08	\$86,105.17	\$88,090.25
12	\$81,752.91	\$83,738.00	\$85,723.08	\$87,708.17	\$89,693.25
13	\$83,387.96	\$85,373.05	\$87,358.13	\$89,343.23	\$91,328.31
14	\$85,055.73	\$87,040.81	\$89,025.90	\$91,010.99	\$92,996.07
15	\$86,756.84	\$88,741.92	\$90,727.01	\$92,712.09	\$94,697.18
16	\$88,491.98	\$90,477.06	\$92,462.15	\$94,447.24	\$96,432.33
17	\$90,261.82	\$92,246.91	\$94,231.99	\$96,217.07	\$98,202.16
18	\$92,067.06	\$94,052.14	\$96,037.22	\$98,022.31	\$100,007.39
19	\$93,908.40	\$95,893.48	\$97,878.56	\$99,863.66	\$101,848.74
20	\$95,786.57	\$97,771.66	\$99,756.74	\$101,741.82	\$103,726.91

APPENDIX C: Salary Schedule for Credentialed Mental Health Counselors/School Social Workers

NOTE: This salary schedule applies to Mental Health Counselors/School Social Workers who possess the credential a person in their position would be required to possess at a non-Charter public school. The salary schedule in Appendix A shall apply to Counselors who do not possess that credential.

Step	COLUMN				
	<i>(Columns are cumulative, and shall be granted for (1) possession of one advanced degree (Master's or Doctorate) and/or (2) longevity, with one column granted in each fifth year of OSA employment (e.g., years 5, 10, 15 and 20). For example, a unit member with a Master's degree who is in their 10th year of OSA employment shall be placed in Column D.)</i>				
	A	B	C	D	E
1	\$68,407.18	\$70,392.26	\$72,377.35	\$74,362.43	\$76,347.52
2	\$69,775.32	\$71,760.41	\$73,745.49	\$75,730.58	\$77,715.66
3	\$71,170.83	\$73,155.92	\$75,141.00	\$77,126.08	\$79,111.17
4	\$72,594.24	\$74,579.33	\$76,564.41	\$78,549.51	\$80,534.59
5	\$74,046.13	\$76,031.21	\$78,016.30	\$80,001.38	\$81,986.47
6	\$75,527.05	\$77,512.14	\$79,497.22	\$81,482.31	\$83,467.40
7	\$77,037.59	\$79,022.68	\$81,007.77	\$82,992.85	\$84,977.94
8	\$78,578.34	\$80,563.43	\$82,548.51	\$84,533.60	\$86,518.68
9	\$80,149.90	\$82,135.00	\$84,120.08	\$86,105.17	\$88,090.25
10	\$81,752.91	\$83,738.00	\$85,723.08	\$87,708.17	\$89,693.25
11	\$83,387.96	\$85,373.05	\$87,358.13	\$89,343.23	\$91,328.31
12	\$85,055.73	\$87,040.81	\$89,025.90	\$91,010.99	\$92,996.07
13	\$86,756.84	\$88,741.92	\$90,727.01	\$92,712.09	\$94,697.18
14	\$88,491.98	\$90,477.06	\$92,462.15	\$94,447.24	\$96,432.33
15	\$90,261.82	\$92,246.91	\$94,231.99	\$96,217.07	\$98,202.16
16	\$92,067.06	\$94,052.14	\$96,037.22	\$98,022.31	\$100,007.39
17	\$93,908.40	\$95,893.48	\$97,878.56	\$99,863.66	\$101,848.74
18	\$95,786.57	\$97,771.66	\$99,756.74	\$101,741.82	\$103,726.91

APPENDIX D: Salary Schedules For Dean of Students

Appendix D.1 (Dean of Students without Administrative Services Credential):

Step	COLUMN <i>(Columns are cumulative, and shall be granted for (1) possession of one advanced degree (Master's or Doctorate) and/or (2) longevity, with one column granted in each fifth year of OSA employment (e.g., years 5, 10, 15 and 20). For example, a unit member with a Master's degree who is in their 10th year of OSA employment shall be placed in Column D.)</i>				
	A	B	C	D	E
1	\$72,000.00	\$73,537.65	\$75,522.74	\$77,507.82	\$79,492.91
2	\$72,743.61	\$74,728.70	\$76,713.79	\$78,698.87	\$80,683.96
3	\$73,958.49	\$75,943.57	\$77,928.66	\$79,913.74	\$81,898.83
4	\$75,197.65	\$77,182.73	\$79,167.83	\$81,152.91	\$83,138.00
5	\$76,461.60	\$78,446.70	\$80,431.78	\$82,416.87	\$84,401.95
6	\$77,750.85	\$79,735.93	\$81,721.02	\$83,706.10	\$85,691.19
7	\$79,065.86	\$81,050.94	\$83,036.03	\$85,021.11	\$87,006.20
8	\$80,407.18	\$82,392.26	\$84,377.35	\$86,362.43	\$88,347.52
9	\$81,775.32	\$83,760.41	\$85,745.49	\$87,730.58	\$89,715.66
10	\$83,170.83	\$85,155.92	\$87,141.00	\$89,126.08	\$91,111.17
11	\$84,594.24	\$86,579.33	\$88,564.41	\$90,549.51	\$92,534.59
12	\$86,046.13	\$88,031.21	\$90,016.30	\$92,001.38	\$93,986.47
13	\$87,527.05	\$89,512.14	\$91,497.22	\$93,482.31	\$95,467.40
14	\$89,037.59	\$91,022.68	\$93,007.77	\$94,992.85	\$96,977.94
15	\$90,578.34	\$92,563.43	\$94,548.51	\$96,533.60	\$98,518.68
16	\$92,149.90	\$94,135.00	\$96,120.08	\$98,105.17	\$100,090.25
17	\$93,752.91	\$95,738.00	\$97,723.08	\$99,708.17	\$101,693.25
18	\$95,387.96	\$97,373.05	\$99,358.13	\$101,343.23	\$103,328.31
19	\$97,055.73	\$99,040.81	\$101,025.90	\$103,010.99	\$104,996.07
20	\$98,756.84	\$100,741.92	\$102,727.01	\$104,712.09	\$106,697.18
21	\$100,491.98	\$102,477.06	\$104,462.15	\$106,447.24	\$108,432.33
22	\$102,261.82	\$104,246.91	\$106,231.99	\$108,217.07	\$110,202.16
23	\$104,067.06	\$106,052.14	\$108,037.22	\$110,022.31	\$112,007.39
24	\$105,908.40	\$107,893.48	\$109,878.56	\$111,863.66	\$113,848.74
25	\$107,786.57	\$109,771.66	\$111,756.74	\$113,741.82	\$115,726.91

Appendix D.2 (Dean of Students with Administrative Services Credential):

Step	COLUMN <i>(Columns are cumulative, and shall be granted for (1) possession of one advanced degree (Master's or Doctorate) and/or (2) longevity, with one column granted in each fifth year of OSA employment (e.g., years 5, 10, 15 and 20). For example, a unit member with a Master's degree who is in their 10th year of OSA employment shall be placed in Column D.)</i>				
	A	B	C	D	E
1	\$75,000.00	\$76,537.65	\$78,522.74	\$80,507.82	\$82,492.91
2	\$75,743.61	\$77,728.70	\$79,713.79	\$81,698.87	\$83,683.96
3	\$76,958.49	\$78,943.57	\$80,928.66	\$82,913.74	\$84,898.83
4	\$78,197.65	\$80,182.73	\$82,167.83	\$84,152.91	\$86,138.00
5	\$79,461.60	\$81,446.70	\$83,431.78	\$85,416.87	\$87,401.95
6	\$80,750.85	\$82,735.93	\$84,721.02	\$86,706.10	\$88,691.19
7	\$82,065.86	\$84,050.94	\$86,036.03	\$88,021.11	\$90,006.20
8	\$83,407.18	\$85,392.26	\$87,377.35	\$89,362.43	\$91,347.52
9	\$84,775.32	\$86,760.41	\$88,745.49	\$90,730.58	\$92,715.66
10	\$86,170.83	\$88,155.92	\$90,141.00	\$92,126.08	\$94,111.17
11	\$87,594.24	\$89,579.33	\$91,564.41	\$93,549.51	\$95,534.59
12	\$89,046.13	\$91,031.21	\$93,016.30	\$95,001.38	\$96,986.47
13	\$90,527.05	\$92,512.14	\$94,497.22	\$96,482.31	\$98,467.40
14	\$92,037.59	\$94,022.68	\$96,007.77	\$97,992.85	\$99,977.94
15	\$93,578.34	\$95,563.43	\$97,548.51	\$99,533.60	\$101,518.68
16	\$95,149.90	\$97,135.00	\$99,120.08	\$101,105.17	\$103,090.25
17	\$96,752.91	\$98,738.00	\$100,723.08	\$102,708.17	\$104,693.25
18	\$98,387.96	\$100,373.05	\$102,358.13	\$104,343.23	\$106,328.31
19	\$100,055.73	\$102,040.81	\$104,025.90	\$106,010.99	\$107,996.07
20	\$101,756.84	\$103,741.92	\$105,727.01	\$107,712.09	\$109,697.18
21	\$103,491.98	\$105,477.06	\$107,462.15	\$109,447.24	\$111,432.33
22	\$105,261.82	\$107,246.91	\$109,231.99	\$111,217.07	\$113,202.16
23	\$107,067.06	\$109,052.14	\$111,037.22	\$113,022.31	\$115,007.39
24	\$108,908.40	\$110,893.48	\$112,878.56	\$114,863.66	\$116,848.74
25	\$110,786.57	\$112,771.66	\$114,756.74	\$116,741.82	\$118,726.91

APPENDIX E: Salary Schedule for DEI/JEDI Coordinator (if included in Unit)

Step	Annual Base Salary
1	\$100,000.00
2	\$101,500.00
3	\$103,022.50
4	\$104,567.84
5	\$106,136.36
6	\$107,728.40
7	\$109,344.33
8	\$110,984.49
9	\$112,649.26
10	\$114,339.00
11	\$116,054.08
12	\$117,794.89
13	\$119,561.82
14	\$121,355.24
15	\$123,175.57
16	\$125,023.21
17	\$126,898.55
18	\$128,802.03
19	\$130,734.06
20	\$132,695.07
21	\$134,685.50
22	\$136,705.78
23	\$138,756.37
24	\$140,837.72
25	\$142,950.28

