

Agreement Between
California Virtual Academies
&
California Virtual Educators United

July 1, 2023

To

June 30, 2026

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ARTICLE 1 - AGREEMENT

- 1.1 This Agreement is between all of the California Virtual Academies (CAVA) and California Virtual Educators United (CVEU) /CTA/NEA.
- 1.2 This Agreement is entered into and shall be enforced pursuant to the Educational Employment Relations Act (EERA) of the California Government Code (Sections 3540-3549) as adopted and amended.

ARTICLE 2 - RECOGNITION

CAVA recognizes CVEU/CTA/NEA as the exclusive representative of all certificated employees of CAVA schools, excluding all managers, supervisors, classified employees, confidential employees and casual substitutes.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 The term of this Agreement shall be from July 1, 2023, through June 30, 2026.
- 3.2 During the term of this Agreement, on an annual basis unless a topic has been closed by agreement of the parties, either party may elect to reopen up to three (3) articles each. Notice must be given by either party one (1) month prior to commencement of bargaining.
- 3.3 During the term of this Agreement, there shall be no strike by employees or lockout by CAVA or unilateral imposition in the event of exhaustion of impasse procedures. This section of this Article shall lapse at the termination of this Agreement.

ARTICLE 4 - UNION RIGHTS

- 4.1 Representation Rights: CVEU maintains those rights specified under the EERA to represent all bargaining unit members.
- 4.2 Access and Communications: Consistent with legal requirements, any authorized CVEU representative shall have the right of reasonable access to CAVA facilities, including posting notices of activities and matters of CVEU concern on these Schools' electronic file posting system (i.e., SharePoint). Any material or literature distributed or posted by CVEU or its members shall be dated and shall not be violative of law.
- 4.2.1 CVEU shall be provided with an online classroom with the sole purpose for conducting union business.
- 4.2.2 Within 15 days prior to any CAVA scheduled professional development meeting, requiring onsite attendance for unit members, CAVA shall notify the CVEU president of the time, date and location of the event and provide a list of unit members invited to attend.
- 4.2.3 Upon arriving at a CAVA designated work site, the CVEU/CTA representation shall notify the administration of their arrival and comply with any and all visitor requirements applicable to all other campus/facility visitors. CVEU/CTA representatives shall not in any way interrupt any employee's duties or assignments. The representative may contact employees before and after an employee's hours of service or during duty free lunch periods.
- 4.2.4 CAVA shall provide CVEU representatives with thirty (30) minutes of time of any school-wide or department-wide (for meetings not held in a personal residence) in-person professional development meeting. The thirty (30) minute time frame is not to conflict with any other unit member duties or the required thirty (30) minute duty-free lunch time. CAVA and CVEU shall work together to place CVEU allotted time on the agenda for the in-person administratively scheduled meeting. If the parties are unable to come to an agreement as to the timing of CVEU's meeting, the thirty (30) minutes of time shall occur at the end of the CAVA meeting.
- CVEU shall notify CAVA within seven (7) days of the in-person meeting that such time is needed by CVEU to address the unit members.
- It is understood by CAVA administration that administrators must exit the room and not re-enter during unit member meetings.
- 4.2.5 When an administratively scheduled in-person all staff meeting of five (5) hours or more is replaced by a virtual meeting, CAVA shall provide CVEU representatives and members with thirty (30) minutes of time at the end of such meeting. When an administratively scheduled in-person all department meeting of two (2) hours or more is replaced by a virtual meeting, CAVA shall provide CVEU representatives and members with ten (10) minutes of time at the end of such meeting. This meeting shall be held in the CVEU representative's virtual room. CAVA will allow the CVEU room link to be posted in the CAVA room prior to the end of the administratively scheduled meeting.

4.2.6 Due to the fact that CAVA's onboarding process for new hires is conducted virtually, the following process shall be utilized in order to meet legal requirements for CAVA to refer new hires to the Association during the onboarding process:

- a. On each Monday when CAVA holds a new hire orientation meeting, CVEU shall be offered up to thirty (30) minutes of time immediately following such meeting in order to hold a voluntary orientation meeting for any newly hired employees. CAVA shall provide CVEU the time for this meeting on August 1 each school year. CVEU shall provide the names of the CVEU team members who will be holding orientation to CAVA administration by August 1 so that teaching schedules can be adjusted to allow for CVEU orientation. Any change after August 1st will need to be agreed upon by both the Head of School and CVEU President.
- b. CAVA shall not require unit members to attend any conflicting obligations during CVEU's orientation time.

4.3 Unit Member Information

4.3.1 CVEU shall be provided with a list of all unit members that includes work email, personal email (if on file), phone number, address, job title, secondary job title, assigned school, CVEU membership status, hire date, salary, years on salary schedule, employee ID, and name of unit member's supervisor(s). This list will be provided at least one week before the unit members' first day of work for the school year.

- A. CAVA shall subsequently provide a list of newly hired unit members within the first five (5) business days of each calendar month.
- B. CAVA shall provide an updated list of all current unit members at least five (5) business days prior to the start of each school quarter identified on the master schedule.

4.3.2 Within three (3) workdays of change in employment status, CVEU shall receive notice of a unit member's separation from employment or transfer of position.

4.4 Association Release Time: CVEU designee(s) shall have a combined annual total of nine (9) days of release time to perform CVEU responsibilities with no reduction in pay. Up to four (4) bargaining team members shall be entitled to up to three (3) days prior to the commencement of the first bargaining date in that school year. In the event that five (5) bargaining members are needed, release time may be split up among members in half-day increments. Such release days shall be in addition to the annual total of release days noted above. Up to three (3) State Council representatives shall be allotted up to a combined total of four (4) days (taken in full day increments) of release time for State Council. CVEU representatives shall provide at least five (5) working days' advance notice to the appropriate supervisor for such release time. This time shall be in addition to release time to which the CVEU President, officers, or designee(s) would otherwise be entitled to under EERA for the purposes of negotiations and attendance at grievance meetings, if necessary.

- 4.5 CVEU President Release Time: CVEU shall immediately notify CAVA any time there is a change in the unit member holding the office of the CVEU President. The CVEU President may take up to fifty percent (50%) of their work schedule (measured by caseload) for release time to perform CVEU business. In the absence of a notice of change of release time status, it shall be presumed that the previous semester's release time shall remain in effect. If the change in release time status is intended, such notice of intent shall be provided to CAVA in writing by CVEU by July 15th for the first semester, and December 1st for the second semester. CAVA shall be reimbursed seventy-five percent (75%) of the base salary for such release time. For example, if the President is at fifty percent (50%) release time, CAVA shall be reimbursed seventy-five percent (75%) of fifty percent (50%) of the President's salary. The CVEU President shall be given the option to return to full time status in the position held prior to assuming the Presidency or its equivalent. Years of service credit will accumulate in the same manner as a full-time employee while the member is serving as CVEU President.
- 4.6 Labor Management Meetings: At least once monthly, the CVEU President and/or designated representative shall meet with the CAVA Head of Schools and/or designated representative to discuss contract administration issues with the intent of preventative problem solving.
- 4.7 By no later than August 30th of each school year, CVEU shall provide CAVA the names of the designated representatives who will be in attendance for their respective board meetings. CAVA shall provide release time for one (1) unit member to attend each board meeting if such meeting conflicts with administratively assigned meetings or live teaching sessions as reflected on the master schedule. CVEU will receive notice of board meetings when such notice is posted.

ARTICLE 5- ORGANIZATIONAL SECURITY/DUES

5.1 Dues Deduction

- 5.1.1 As directed by CVEU, CAVA shall commence deduction of uniform union dues, initiation fees and assessments from the pay of all CVEU members and remit said dues fees and assessments to CVEU. Deductions will be prorated for unit members hired mid-year. Dues shall be remitted to CVEU as soon as practicable, but no later than thirty (30) days after the deduction.
- 5.1.2 Dues, initiation fees, and assessments may be changed (increased or decreased) only by CVEU/CTA/NEA and with written notice to CAVA at least thirty (30) days prior to the commencement of said change and with a copy of the notification of change which has been sent to all concerned employees.
- 5.1.3 Bargaining unit member requests to cancel or change authorizations for payroll deductions for CVEU shall be directed to CVEU, and CVEU shall be responsible for processing these requests. CAVA shall rely on information provided by CVEU regarding whether these deductions were properly canceled or changed.
- 5.1.4 On a quarterly basis or upon request, CAVA shall provide CVEU with an alphabetical list of unit members, including their name, addresses, and assignments for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

5.2 Indemnification

CVEU shall indemnify, defend, and hold harmless CAVA for any court action, administrative action, or other claim regarding the legality or amounts of deductions made pursuant to this article.

ARTICLE 6 – CHARTER SCHOOL RIGHTS

- 6.1 Except as limited by this collective bargaining agreement, it is understood and agreed that CAVA retains all of its powers and authority to direct, manage and control its operations to the full extent of the law.
- 6.2 Subject to the provisions of this Agreement, CAVA's rights include, but are not limited to, the following:
- All management rights pursuant to law;
 - Determine the organization's intention and overall program design, including determination of the curriculum and related educational policies and methods of instruction;
 - Establish educational policies with respect to admitting students;
 - Hire, classify, assign, evaluate, supervise, promote, terminate, and discipline unit members;
 - Determine the number of personnel and kinds of personnel required;
 - Ensure the rights and educational opportunities of all students;
 - Maintain Board operations;
 - Build, move or modify facilities;
 - Establish budget procedures and determine budgetary allocations;
 - Determine the methods of raising revenue;
 - Contract out work and take action on any matter, consistent with any limitations in this Agreement.
 - Tracking of time during the work day using computer-based software, VoIP phones, or other identified tracking systems.
- 6.3 The exercise of the foregoing powers, rights, authority, duties, responsibilities by CAVA, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 7 - GRIEVANCE PROCEDURES

7.1 Definitions & General Conditions

- A. A grievance is a claim by one or more of the members of CVEU or by CVEU on behalf of its members or itself, that there has been a violation, misapplication, or misinterpretation of the Agreement.
- B. All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement.
- C. The respondent in any grievance shall be CAVA itself rather than any individual administrator. Processing and discussing the merits of a grievance shall not be considered a waiver by CAVA of a defense that the matter is not arbitrable or should be denied for other reasons that do not go to the merits.
- D. As used herein, "day" refers to a regular certificated workday when CAVA is open for business as a regular workday for a majority of CAVA unit members.
- E. The Grievant and CVEU representative (if a member of the bargaining unit) shall be provided with reasonable release time to attend any grievance meeting with CAVA.
- F. There shall be no reprisals against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.
- G. Any resolution agreements at the formal level shall be subject to approval of CVEU.

7.2 Informal Procedure

- A. The grievant shall place in writing the possible grievance and discuss such grievance with the CAVA representative, either directly or accompanied by a CVEU representative, with the objective of resolving the matter informally. The grievant may authorize a CVEU representative to represent them.
- B. This discussion must be requested within fifteen (15) days of the alleged violation or within fifteen (15) days of when the grievant had knowledge of the facts concerning the alleged violation. This discussion must be held within ten (10) days of the request. The CAVA representative shall provide a written response to the grievant and the CVEU representative within five (5) days of the discussion.

7.3 Level 1: Formal Procedure

- A. If the informal grievance is not resolved to the satisfaction of the grievant and the CVEU representative, the grievant or the CVEU representative may submit the claim in writing as a formal grievance no later than fifteen (15) days after the written response is received from 7.2B.

- B. Unless reasonably impracticable, within five (5) days after receipt of the written formal grievance from the grievant or the CVEU representative, the CAVA representative shall meet with the grievant and/or a CVEU representative, in an effort to resolve the grievance. This Level 1 conference may take place virtually unless both parties agree to meet in person.
- C. Within five (5) days after the Level 1 conference, the CAVA representative shall render a decision in writing.

7.4 Level 2: Formal Procedure

- A. If the grievant or the CVEU representative is not satisfied with the decision of the Level 1: Formal Procedure, the grievance can be appealed in writing to the Head of Schools within five (5) days of receipt of the decision at Level 1: Formal Procedure, or if no decision is rendered within the required time.
- B. Unless reasonably impracticable, within ten (10) days of receiving the appeal, the Head of Schools shall meet to hold a Level 2 conference with the grievant and/or the CVEU representative in an effort to resolve the grievance.
- C. Within five (5) days of the Level 2 conference, the Head of Schools shall respond to the grievant and/or CVEU with a decision in writing.

7.5 Level 3: Mediation & Arbitration

- A. If both CVEU and CAVA agree to attempt a mediated settlement, then the matter will be submitted to mediation by utilizing the State Mediation & Conciliation Service ("SMCS") or any other mutually agreeable mediation service.
- B. If mediation is utilized and does not result in a resolution of the grievance, CVEU in its own discretion may submit the grievance to final and binding arbitration by utilizing SMCS.
- C. If the grievant is not satisfied with the decision rendered at level 2, and the parties do not mutually agree to mediation, then CVEU in its own discretion may submit the grievance to final and binding arbitration by utilizing SMCS or any other mutually agreeable mediation service.
- D. In arbitration, either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- E. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- F. The arbitrator shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

- G. The arbitrator's award shall be final and binding upon the grievant(s), CAVA, and CVEU. The California law on final and binding arbitration awards shall be applicable to such a decision.
- H. All fees and expenses of the arbitrator shall be shared equally by CVEU and CAVA. 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.

7.6 Miscellaneous

- A. The grievant and CVEU representative (if a member of the bargaining unit) shall be provided with reasonable release time to attend any grievance meetings with CAVA.
- B. There shall be no reprisals against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE 8 - EVALUATION PROCEDURES

1. Purpose

These evaluation procedures include an administrative assessment/observation of evidence concerning the quality of teaching based upon the standards as defined herein. The primary purpose of evaluation is the improvement of the professional practice of all unit members and thereby the improvement of the quality of education as measured by increased student achievement, student/family satisfaction, student retention, etc.

2. Evaluation System

Acknowledging that California Standards for the Teaching Professional has been taken into consideration in the creation of the unique CAVA evaluation model, CAVA shall utilize the applicable evaluation rubrics to evaluate unit members as follows:

- Elementary Teacher Evaluation Rubric
- Middle School Teacher Evaluation Rubric
- High School Teacher Evaluation Rubric
- Education Specialist Evaluation Rubric
- English Language Development Specialist Evaluation Rubric
- High School Guidance Counselor Evaluation Rubric
- 504 Coordinator Evaluation Rubric
- Synchronous Instruction Rubric

Should CAVA or CVEU wish to materially revise any current Rubric, either party must first submit a written request to the other party no later than March 1 for any changes to become effective the following school year. If changes are requested, the parties may form a committee with an equal number of representatives to discuss such revisions. If any material changes are agreed to by the parties, by May 15, the agreement must be reduced to writing and signed by the appropriate representatives. Failure of the parties to reach agreement to any material changes to any Rubric by May 15 shall result in continued use of the current Rubrics for the following school year. If negotiations result in a change in any Rubric, the change will go into effect as negotiated.

Understanding that the primary responsibility of all teaching staff is to provide instruction for assigned students all rubrics will be weighted with no less than fifty percent (50%) of the final score weighted in the instruction domain. A unit member may not evaluate another unit member.

3. Annual Timeline

- **Initial Notification:** Within thirty (30) calendar days of the start of the school year or the first day of unit member's hire date, CAVA administration shall notify unit members that they shall be formally evaluated as well as identify the assigned evaluator and observations will commence.
- **Goal Setting Conference:** Within thirty (30) calendar days of notification, unit members to be evaluated may request a Goal Setting Conference.
- **Self-Evaluation:** Unit members to be evaluated shall submit a self-evaluation no later than January 31st.
- **Evaluation Conference:** All unit members shall be notified at least ten (10)

working days prior to the evaluation conference of date and time of evaluation. All evaluation conferences shall take place no later than forty-five (45) calendar days prior to the last day of unit member's work year. If a unit member believes that a meeting with an Administrator may result in discipline, the unit member may request union representation. Such rights and obligations shall be consistent with all legal requirements.

4. Frequency of Evaluations, Observations and Classroom Visits

- A. New unit members who are hired prior to the first day of the 2nd quarter, shall be evaluated in that school year.
- B. New unit members hired on the first day of the second quarter or thereafter shall be evaluated in the following school year so long as employment continues.
- C. Following initial evaluation, unit members will be evaluated every other year thereafter. Insofar as employment is continued for a unit member receiving either a "Significantly Below" or "Approaching Expectations" evaluation, such unit members will be subject to an annual evaluation (at administration's discretion). In referencing unit members who will receive a formal an evaluation during the school year, such evaluation shall be referred to herein. as an "on-year," and for such unit members who will not receive an evaluation during the school year, such an evaluation will be referred to herein as an "off-year."
- D. Observations and classroom visits shall occur each year for all unit members.
- E. Unit members shall receive ongoing feedback from classroom visits, should any occur. For the purposes of this Article, such visits are not subject to the requirements as stated below for "on-year" and off-year" observations.

6. Process for Evaluation

A. Goal Setting Conference

Goal setting shall commence at the previous evaluation or in the case of a new unit member if requested within thirty (30) calendar days of being notified of their evaluation.

B. Off-Year Observations

For off-year observations, such observations shall be scheduled in consultation with the unit member, and conducted throughout the year,, utilizing the synchronous rubric. Within ten (10) workdays of such observation, the evaluator shall provide the unit member a copy of the completed synchronous instruction rubric.

C. On-Year Observations

For on-year observations, there shall be at least one classroom observation during the school year. Each observation shall utilize the appropriate standards and forms. Classroom Observations shall last for no fewer than thirty (30) minutes.

Unit members shall be notified five (5) workdays prior to the observation of the date and time of the observation. Within ten (10) workdays of such observation, the evaluator shall provide the unit member a copy of the completed synchronous instruction rubric.

D. Correcting Deficiencies

In the case of an on-year or off-year observation resulting in a rubric score of 2 or below in any 1 domain on the synchronous instruction rubric, the observer shall:

- Provide notification of the rubric score along with an explanation of concerns.
- Schedule a meeting (within five (5) workdays) to discuss improvement. At this time, specific areas of concern shall be identified along with suggestions or directives for improvement.

The evaluator shall offer additional resources to assist with improvement which may include but is not limited to the following: support from director/grade level or department chair, support and coaching, professional development, observation of demonstration lessons, administrator determined and accompanied visitations to other classes and other techniques to measure improvement, time scheduled to monitor progress.

7. **Summative/Final Evaluation Report**

- A. The Principal or designated administrator shall produce a completed CAVA Employee Performance Review for each unit member employed at the time for such evaluations, based upon information gathered from observation(s), job performance, and the unit member's evidence.
- B. Final review shall include a summary performance rating that will serve as the official record documenting the unit member's overall performance. The final evaluation form shall utilize the following summary performance ratings:
- i. Significantly Above Expectations (5)
 - ii. Above Expectations (4)
 - iii. At Expectations (3)
 - iv. Approaching Expectations (2)
 - v. Significantly Below Expectations (1)
- C. A final evaluation conference between the unit member and evaluator shall be held no later than forty-five (45) days prior to the last day of the unit member's work year.
- D. The unit member shall have ten (10) calendar days to review and sign the evaluation and add a written response. In the event that the final evaluation results in a summary performance rating of "Significantly Below Expectations" or "Approaching Expectations," the unit member may request an additional meeting with the evaluator, if requested within two (2) workdays, and the unit member may have a union representative present. Such meeting shall occur within five (5)

workdays from the day requested. An evaluation report is not considered complete until after the additional meeting with the evaluator has taken place. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file. The signature of the unit member shall indicate receipt of the document, not necessarily agreement with the evaluation.

8. Employment Status Not Affected by This Article

Neither this Article or any of its provisions is intended to alter any rights of the unit member or CAVA as stated in this Agreement, including those rights as stated in the article entitled, "Employment Status."

ARTICLE 9 – EMPLOYMENT STATUS

9.1 Probationary Period

All unit members new to CAVA shall be initially hired on an at-will basis for a two (2) year probationary period. During this period, either CAVA or the unit member can terminate employment at any time, with or without cause or advance notice. Should such probationary unit members serve two (2) complete and consecutive years of service at CAVA in the probationary period, employment shall be as described below (if offered employment for the succeeding school year). For purposes of the probationary period only, a year of service shall be no less than 130 days of time actually worked during the instructional days, not to include the extended school year or summer school, so that on the job performance can be observed.

9.2 Reduction in Force

Probationary employees are not subject to this section of the agreement.

In the sole discretion of a local CAVA Board, if a layoff or reduction of force (in the bargaining unit) is necessary due to a lack of work or lack of funds, that CAVA Board may release or reduce one or more full-time equivalents if thirty (30) calendar days advance notice is provided. This decision to reduce force is not subject to grievance or arbitration. If a unit member's position is eliminated, the unit member shall be placed on CAVA's twelve (12) month reemployment list. Unit members on the reemployment list shall first be offered a position at their school if a vacancy occurs for which the unit member is qualified. In the event there are more unit members on the reemployment list than vacant positions available, positions shall be offered based upon CAVA's assessment of prior performance as reflected in CAVA evaluation. If a unit member rejects the reemployment offer, they will be removed from the reemployment list.

9.3 For Cause Suspension without Pay or Dismissal During Term of Employment Agreement

In the event of formal "for cause" discipline (suspension without pay or dismissal) during the Agreement term, and consistent with the tenets of progressive discipline, the following apply:

9.3.1 General Provisions

The following independently or collectively are causes for discipline:

- Dishonesty, including any falsifying of employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Inappropriate use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession of any intoxicant while on duty or at any CAVA designated work location, including alcohol or controlled substances (unless such substances are supported by a valid prescription);

- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct;
- Unsatisfactory performance;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the unit member or others;
- Misuse of proprietary information.
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failure to maintain appropriate credential(s) required for the position; and
- Abandonment of position.

9.3.2 For Cause Suspension or Dismissal Process

Discipline less than a suspension without pay (i.e. conference memoranda, letters of reprimand/warning etc.) shall not be subject to the Grievance Article or these procedures. If such documents are to be placed in the unit member's personnel file, the unit member shall have ten (10) calendar days to file a written response to be attached to and included with the document to be filed.

Suspension or dismissal shall be initiated in writing by the CAVA Head of Schools by providing Notice of Recommended Discipline ("Recommendation") and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Association President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member's right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Head of Schools and the unit member, this deadline is extended. Following this period, the Head of Schools may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

If the unit member wishes to appeal the imposition of disciplinary action to the CAVA Board of Directors ("Board"), the appeal must be filed in writing with the office of the Head of Schools within five (5) work days from the time the Notice of Discipline is served on the unit member. Thereafter, the unit member shall be entitled to appear personally before the Board to make a presentation to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel at such meeting, the unit member shall bear any cost therein involved. The unit member shall be provided a written decision setting forth the decision of the Board. Thereafter, if the unit member so decides he or she may file a grievance under the applicable grievance procedures in this Agreement.

During the pendency of any disciplinary proceedings, CAVA reserves the right to

place the unit member on paid administrative leave status.

9.4 Reference to or Reliance upon the Education Code

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

ARTICLE 10 - LEAVES OF ABSENCE

10.1 Sick Leave

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

- 10.1.1 All full-time unit members shall accrue paid sick leave at the rate of 0.5 days per pay period. In any school year where there are fewer than twenty-two (22) pay periods, CAVA will add 0.5 days of paid sick leave to the final accrual. Upon hire and up to the end of the first quarter of the school year, a unit member may utilize up to 22.5 hours of unaccrued sick time subject to the conditions defined herein. If any applicable local ordinance requires a greater amount of time be provided at the beginning of any school or fiscal year, CAVA shall comply and accrual shall commence in a manner to ensure the unit member receives eleven (11) days per full school year. Unused sick leave carries over from year to year. Part-time unit members shall accrue sick leave on a prorated basis. Unit members will not be paid for unused sick time upon separation from employment. New unit members shall be able to transfer up to three (3) accumulated sick days from a previous California public school employment so long as such employment was within the previous twelve (12) months of the hire date at CAVA.
- 10.1.2 Leave may be used for personal injury or illness of the unit member or an immediate family member. Immediate family includes parent, spouse, domestic partner, child, grandchild, sibling, or grandparent by blood or by marriage. Sick leave may also be used for purposes relating to a unit member being a victim of domestic violence, sexual assault, or stalking.
- 10.1.3 Unit members must use sick leave in two (2) hour increments.
- 10.1.4 Unit members are expected to notify the Human Resources Department or their designated supervisor prior to the start of each workday to report an absence at the earliest time possible.
 - A. For absences of three (3) consecutive work days or more, CAVA may require physician verification. If requested, unit members may be expected to present a physician's statement certifying the unit member's fitness to return to duty after illness.
 - B. In the event of reasonable suspicion of abuse of sick leave privileges, CAVA reserves the right to request verification to substantiate requests for such leave.
- 10.1.5 Upon retirement, the unit member's accrued sick leave, if any, shall be properly reported to the State Teachers Retirement System ("STRS") pursuant to all applicable regulations.
- 10.1.6 Unit members will be provided training each year so that they can monitor their available PTO in the TimeStar system. When a unit member has a sick leave balance of zero or a negative balance, any approved time off from that point forward is required to be taken in the form of unpaid full days until more sick

leave has been accrued. All unpaid time off is subject to approval from the Head of School and verification may be required. In such cases, if the unit member has a positive sick time balance at the end of the school year, they may request to use that time retroactively to be reimbursed for the unpaid day(s) off.

10.2 Personal Necessity Leave

10.2.1 All unit members may use up to seven (7) days of sick leave for personal necessity leave per year, five (5) of which shall be taken in half or full-day increments, and two (2) of which may be taken in two (2) hour increments. In the event an emergency situation makes it impossible for the unit member to work on that day, the unit member may use any available personal necessity leave, and if none is available, the unit member may request from their supervisor to utilize any accrued remaining sick days as personal necessity days to address such emergency. Unit members who are required to evacuate their personal residence as a result of a local/regional/state declaration of emergency, or who lose power/internet as a result of an emergency, shall immediately contact their supervisor to discuss how best to complete essential work duties. If the unit member is able to complete their essential work duties as agreed upon with their supervisor, they shall not be required to take personal necessity leave. If such unit members are unable to work due to evacuation, such unit member shall be entitled to use up to three (3) paid workdays which shall not be taken from any accrued sick/personal necessity leave.

10.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an unit member who is the parent of the child to be absent from his/her position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot reasonably be conducted outside of the workday. Personal necessity leave may not be used for vacation.

10.2.3 Unit members must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Prior to its approval, the unit member requesting use of personal necessity leave shall provide the reason for its use.

10.2.4 Unit members may request personal necessity leave on any work day, except during days designated for in-person professional development meetings, the department's assigned CAASPP or ELPAC testing days (not to exceed ten (10) consecutive work days), or non-student days, or to extend holidays. Such dates shall be communicated to unit members by CAVA at the beginning of each semester. If a unit member notifies CAVA of a personal hardship which prevents an overnight stay for a two (2) day professional development, the unit member and CAVA will discuss possible options including possibly attending the meeting virtually.

10.3 Unpaid Leave of Absence

- 10.3.1 Unit members may be granted an unpaid leave of absence to attend to personal matters in which CAVA determines that an extended period of time away from the job will be in the best interest of the unit member and CAVA.
- 10.3.2 Requests for an unpaid leave of absence or any extension of a leave shall be submitted in writing to the unit member's supervisor ten (10) days in advance or as soon as practicable prior to commencement of the leave period. CAVA will make the final decision concerning the request. The maximum amount of unpaid leave that CAVA will approve should be consistent with any applicable legal requirements. All unit members on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor.
- 10.3.3 Unit members on a personal leave will be required to use all accrued sick leave while on leave before unpaid leave status commences. CAVA will continue health insurance and other benefits to unit members on leave for no longer than twelve (12) weeks from the beginning date of leave so long as the unit member continues to pay any unit member portion of the contribution. Benefits that accrue according to length of service, such as sick leave or holidays, do not accrue during periods of leave.
- 10.3.4 Unit members returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.
- 10.3.5 Unit members on an authorized personal leave of absence may not perform work for any other employer.
- 10.3.6 It is possible that a unit member returning from an unpaid leave of absence may not be returned to the same job position that the unit member held before taking such leave. Unit members shall be afforded all protections by law regarding rights upon returning from leave. If a unit member fails to return to work after an approved leave of absence, including any extension of the leave time, the unit member will be considered to have voluntarily terminated employment with CAVA.

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

CAVA shall provide Pregnancy Disability Leave, Family and Medical Leave Act and California Family Rights Act leave to unit members consistent with applicable law.

10.5 Industrial Illness/Workers' Compensation

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

10.6 Bereavement Leave

Unit members are entitled to time off from work with full pay in the event of a death in the family, in accordance with the following guidelines:

10.6.1 Up to five (5) consecutive days in the event of death of a spouse, domestic partner, child, parent, sibling, or comparable step relation, grandchild, grandparent, mother or father-in-law, or son or daughter-in-law;

10.6.2 The Head of School may grant bereavement leave on account of the death of an individual living in the unit member's home or relationships beyond the immediate family not included in section 10.5.1.

Requests for bereavement leave should be made directly to the Human Resources Director.

10.7 Jury Duty and Witness Leave

10.7.1 Unit members, while serving jury duty, shall receive full pay during such duty, for up to five (5) working days per school year provided the unit member makes every reasonable effort to postpone jury duty service to a time when school is not in session. A unit member is also permitted to retain the allowance he or she receives from the court for such service.

10.7.2 Unit members are allowed unpaid time off if summoned to appear in court as a witness.

10.7.3 To qualify for either jury duty or witness leave, a unit member must submit to his/her supervisor a copy of the summons as soon as it is received. In addition, the unit member must also submit to the unit member's supervisor a related proof of service with the period of jury duty or witness duty when completed. No adverse employment action will be taken against unit members due to their service as either a juror or witness in state or federal courts.

10.8 Military and Military Spousal Leave of Absence

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

10.9 Other Statutory Leaves of Absence

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

10.10 Catastrophic Illness or Injury Leave

Catastrophic injury or illness is defined as a life-threatening injury or illness of a unit member which totally incapacitates the unit member from work, as verified by a licensed physician, and forces the unit member to exhaust all leave time earned by that unit member, resulting in the loss of compensation for the unit member. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or

injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. CAVA shall create a catastrophic leave program as follows:

- 10.10.1 Unit members may donate one (1) sick leave day per fiscal year for each five (5) days of accumulated leave they have to a sick leave bank for unit members suffering a catastrophic illness; however, each unit member must retain at least ten (10) sick leave days for his/her own account before donating.
- 10.10.2 Catastrophic leave requests must be submitted in writing to CAVA. Any unit member who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
- 10.10.3 CAVA shall make a determination as to whether each of the requirements of this article have been met.
- 10.10.4 The number of sick days that can be received by a unit member from the Catastrophic Leave bank is limited to forty-five (45) days per fiscal year.
- 10.10.5 Unit members utilizing Catastrophic Leave shall have reinstatement rights in accordance with applicable law.

ARTICLE 11 - PROFESSIONAL WORK DAY/WORK YEAR

Effective July 1, 2021, the language contained in this Article solely governs and supersedes any prior grievance settlements or arbitration awards between the parties.

11.1 Work Day

As professional exempt employees, unit members are required to be in active work status (give full attention to the duties and responsibilities of the position) between the hours of 8:30 a.m. to 4:00 p.m. each work day (excluding holidays and weekends). As a professional, it is understood that work is likely required beyond business hours in order for each unit member to adequately fulfill his or her responsibilities.

While duties for the teaching profession are generally known, and as stated in the applicable job description, relevant policy or legal requirements, to assist unit members in their daily tasks, the following specific items may be referred to the CAVA administration for assistance and/or completion:

- Sending letters to families of students requiring missing Independent Study Master Agreements ("ISMA") may be referred to administration for follow-up, consistent with lists of students provided by the unit member.
- Scheduling Class Connect sessions and inviting students to general sessions, consistent with lists of students provided by the unit member.
- Retrieving and archiving into School Pathways work samples that have been preidentified and evaluated by the unit member.
- Adjusting the student calendar and/or student assignments prior to the school start date in the instance of late start students.
- Making initial student assignments and reassignments to test sites, except in cases when the family directly contacts the unit member for a reassignment.
- Providing school records and forms to families upon request (such as transcripts, copies of report cards, progress reports, change of address and learning coach forms).
- Sending and follow-up of non-compliance letters.
- Following up on pulse checks.
- Tracking BTSP completion.
- Processing withdrawals (after grades and other legally required documents have been submitted, by the unit member).
- Tracking and follow-up for diagnostic and benchmark assessments.
- For GE teachers, administering and/or grading the ELPAC.

For Education Specialists, the following additional tasks may be referred to CAVA administration:

- Mailing of special education progress reports that have been completed by the unit member.
- Compiling and mailing relevant special education related documents to parents.
- Sending of IEP goals and/or accommodations to general education teachers.
- Updating goals and services in the Marvin student information system.
- Scheduling and inviting those students who have been identified by the unit member to Specialized Academic Instruction ("SAI") Sessions.
- Scheduling all types of IEP meetings.
- Transferring data from previous IEPs into IEP databases (SIRAS, SEIS, etc.) when the previous IEP was not prepared in the same database.
- Obtaining IEP and 504 documents.

For Guidance Counselors, the following tasks may be referred to CAVA administration for assistance and/or completion:

- Initial data entry for grad plans and corrections. It is understood that updating and correcting the graduation plan is the responsibility of the Guidance Counselors and Freshman Support Specialists.
- Course placement for new students in grade levels nine (9) and ten (10).
- Locate and secure student transcripts and/or previous report cards.
- Scheduling Class Connect sessions and inviting students to general sessions, consistent with lists of students provided by the unit member.

11.2 Work Year

The work year for unit members shall be one hundred ninety-seven (197) work days, which includes one hundred eighty (180) instructional days and seventeen (17) non-instructional days. Exceptions shall be made for new hires as outlined below in this Article.

11.3 Required Teaching Hours

11.3.1 Teaching is defined as planned standards-based, teacher-led activities designed to ensure learning of CAVA adopted curriculum and/or California state standards. Except when legally required to meet and confer or negotiate in the event of a change to terms and conditions of employment or an impact to legislation as required under the Educational Employment Relations Act ("EERA"), CAVA retains all rights to control the instructional program including, but not limited to

scheduling, manner of delivery, content, and/or platform, etc. For purposes of this Article, “live interactive instruction” is defined as a teacher delivering instruction to a student or students while both the teacher and the student(s) are participating at the same time (synchronously) either in-person or virtually. To the extent future legislation defines and/or requires live instruction in a manner which differs from this article, the parties agree that CAVA shall immediately comply with such legal requirements and the parties may negotiate any impacts if so required under the EERA.

CAVA shall create a master schedule for unit members on an annual basis. CVEU’s input shall be sought on the master schedule annually and prior to implementation. If a unit member’s assignment within the master schedule requires change, CAVA will inform CVEU and the member five (5) days prior.

CAVA shall not schedule required live classes or administratively scheduled meetings within fifteen (15) minutes of the start or end of the contracted workday. Master schedule may also include “passing periods” of not more than five (5) minutes between instructional sessions.

This schedule will include specified time for the following work duties for those unit members who are required to complete said duties:

- Work Records - Except for morning meetings and homeroom sessions which shall not be interrupted, unit member shall receive one (1) teacher workday to complete work records (elementary: per quarter and middle school/high school/ELD: per semester). During this time, no live instruction or administratively scheduled meetings shall occur.
- Progress Reports – Unit members shall receive one (1) four (4) hour block of time each quarter to complete progress reports.

11.3.2 For elementary, middle and high school general education teachers, CAVA shall schedule no more than a total of thirteen and one-half (13.5) hours of live interactive instruction each week. This scheduling requirement shall not prohibit a unit member from providing additional live interactive instruction within the unit member’s professional discretion.

CAVA may deem it necessary for the unit member to provide additional live interactive instructional hours to meet the needs of students.

- Prior to any assignment in excess of the thirteen and one half (13.5) hours, the supervising administrator shall meet with the unit member to discuss the need for the additional teaching hours and to develop an implementation plan.
- The supervising administrator shall discuss with the unit member appropriate additional support or accommodations needed by such unit member in order to meet this additional instructional time (example: focused Compass support to call students, exemption from completing connection calls, exemption from meetings, adjusted deadlines, etc.). This shall be included in the written plan.
- In no event shall more than twenty (20) hours of live interactive

instruction be assigned per regular work week, and in no event shall any such live interactive teaching hours adjustment be required for a period of more than three (3) consecutive work weeks.

- The written plan and data gathered during this process will be submitted to the CVEU President.

For Education Specialists who serve mild/moderate students, CAVA shall schedule no more than a total of twelve (12) hours of live interactive instruction each week. For Education Specialists who serve moderate/severe students, CAVA shall schedule no more than a total of eighteen (18) hours of live interactive instruction each week. For English Language Development Specialists and any “content only” (no homeroom) teachers, CAVA shall schedule no more than a total of eighteen (18) hours of live interactive instruction each week. If CAVA assigns “push-in” services, those sessions shall be included within the instructional hours total. This scheduling requirement shall not prohibit a unit member from providing additional live interactive instruction within the unit member’s professional discretion.

CAVA may deem it necessary for the unit member to provide additional live interactive instructional hours to meet the needs of students.

- Prior to any assignment in excess of any of the above hours, the supervising administrator shall meet with the unit member to discuss the need for the additional teaching hours and to develop an implementation plan.
- The supervising administrator shall discuss with the unit member appropriate additional support or accommodations needed by such unit member in order to meet this additional instructional time (example: focused Compass support to call students, exemption from completing connection calls, exemption from meetings, adjusted deadlines, etc.). This shall be included in the written plan.
- In no event shall more than twenty-five (25) hours of live interactive instruction be assigned per regular work week, and in no event shall any such live interactive teaching hours adjustment be required for a period of more than three (3) consecutive work weeks.
- The written plan and data gathered during this process will be submitted to the CVEU President.

Unit members shall be provided a substitute teacher (if available) for any approved time off or to cover a class session if an IEP meeting is scheduled at the same time. Unit members shall not be required to provide a recording or to make-up the session. Unit members shall be required to provide lesson plans.

11.3.3 CAVA’s master schedule shall provide five (5) consecutive workdays each semester for onboarding. During this time live interactive instruction and meeting requirements will be adjusted to allow for onboarding activities (student/family phone calls, proctoring of needed assessments, etc.).

- For general education teachers, the onboarding week shall include reduced teaching, no meetings (exceptions outlined in 11.8), and no more than one (1) PD day to allow additional time for student onboarding.

- For Education Specialists and English Language Specialists, the onboarding week shall include teaching, no meetings (exceptions outlined in 11.8), and no more than one (1) PD day, generally no onboarding, however, should proctoring support be required by such Specialists, and should any such Specialists requests from their supervisor a meeting to provide amelioratory measures, the supervisor shall meet with the Specialist to discuss an appropriate adjustment to live interactive instruction hours.

CAVA's master schedule shall afford teachers five (5) hours of protected instructional planning time each full work week (prorated for short weeks), scheduled in blocks of no less than thirty (30) minutes. During authorized instructional planning time, the administration shall not require them to complete any other task. The parties agree to negotiate changes to shared re-teaching for the 2024-2025 school year.

11.4 Non-Student Days

Each year the employee calendar shall include four (4) nonstudent days between the first and second semester for the purpose of completing non-instructional duties. Unit Members will not be required to attend professional development, staff meetings or other events scheduled by administration during this time.

Course access and student information shall be provided to unit member before course set-up deadline.

11.5 Duty-Free Lunch Break

Each unit member is entitled to a thirty (30) minute duty-free lunch break. This lunch break shall be taken between noon and 1:00 pm. CAVA shall not schedule required live instructional sessions or meetings to begin within five (5) minutes of the conclusion of the duty-free lunch.

11.6 Learning Centers

In the event CAVA opens physical locations where unit members are assigned to work, such unit members shall be expected to sign in and out of the facility.

11.7 School Outings

The requirements for unit members to plan and attend outings:

- a. General education teachers shall plan one event in each quarter and may co-plan with one other teacher. The outing will count as both co-host's outing requirement for that quarter.
- b. Education Specialists and English Language Development Specialists are not required to plan outings but shall be provided support should such unit members choose to plan events. Such unit members shall attend at least one (1) event each quarter.
- c. Education Specialists shall be excused from attending an outing if an IEP meeting

or other legally required expectation is scheduled during the outing time.

- d. Unit members who wish to host virtual outings shall request approval from their supervisor.

The CAVA administration shall provide a list of approved outings and annually set the dates and times for such outings. If a unit member has a specific outing that cannot meet the day/time requirements, a request for an exception may be made to the Head of School or designee.

In order to ensure that outings are spread out across the calendar, unit members shall be assigned specific months in the quarter to plan outings. A unit member may make a request to the Head of School or designee for a change in planning month at least thirty (30) days prior to the outing date if needed.

Unit members who are attending outings shall not be required to travel more than fifty (50) miles one way.

For outings scheduled on school-wide outing days, unit members may cancel sessions and shall not be required to schedule “make-ups.” For outings planned on alternative days, unit members shall work with supervisors for sub coverage or other accommodations. For education specialists, sessions may be required to be made-up per legal guidelines.

High school graduation and 8th grade promotion are not outings; however, teachers planning and attending such events shall be exempt from quarter four (4) outing requirements. Guidance Counselors are required to attend one (1) high school graduation in person per school year (within 100 miles of the unit member’s home office).

Quarter four (4) expectations may be adjusted for test site coordinators or unit members who proctor in-person state assessments more than eight (8) workdays in a month.

11.8 Meetings and Professional Development

For the purposes of this section “meetings” do not include the following: new teacher trainings, IEP meetings, instructional coaching, Human Resources meetings, any meetings with students or parents, or any asynchronous training.

During the instructional year, the total number of hours for meetings and professional development shall not exceed ninety (90) hours, and no more than seven and one-half (7.5) hours in an instructional work week. Required in-person professional development, meetings, and/or training shall be limited to two (2) days per year.

Nonstudent days are excluded from all references above and all meetings/trainings/PDs on these days will be at CAVA’s discretion with the exception of the days outlined in Section 11.4.

11.9 Guidance Counselors and Freshman Support Specialists

Guidance Counselors and Freshman Support Specialists are responsible to implement the school’s counseling program focusing on academic, career, and social-emotional support

for high school students. During the instructional year Guidance Counselors and Freshman Support Specialists shall have a student meeting schedule that includes one large group session per month as well as quarterly individual student sessions.

11.10 New Hires

As requested by CAVA, experienced unit members can volunteer to serve as a support person to help support new hires. If selected by CAVA, the unit member shall be paid the non-instructional rate for up to two (hours) per school week. The unit member or CAVA may terminate the arrangement at any time and for any reason. In the event the quarter is not concluded, the unit member's pay will be prorated.

CAVA may at its sole discretion increase the work year for new hires by up to five (5) additional days prior to the established contract start date for the year. In the event work year is increased, new hires shall be compensated at their daily rate for such time.

11.11 In-Person Proctor Assignments During Virtual Testing Years

CAVA will request volunteers for in-person one on one proctor assignments. Should the proctor need exceed the volunteers available, CAVA reserves the right to assign a staff member to proctor in-person. Staff members assigned to proctor in-person will be provided required testing materials.

12.12 School Psychologists

Duties for School Psychologists shall be distributed in an equitable manner. In the event any such unit member is concerned regarding equal distribution, such unit member may schedule a meeting with the Head of School or designee to discuss the concern.

ARTICLE 12 – ASSIGNMENTS & VACANCIES

I. Definitions

- A. Assignment: An “Assignment” is the initial placement of a Unit Member in a school or content area for which the unit member holds an appropriate credential.
- B. Re-assignment: A “Re-assignment” is the change of the initial placement (upon hire or at the beginning of a school year) of a Unit Member from one school, department or content area to another school, department or content area.
- C. Incumbent: An “Incumbent Unit Member” or “Unit Member” is a currently employed Unit Member.
- D. Vacancy: A “Vacancy” is any position that does not have a Unit Member assigned to it. This includes any vacated, or newly created position whose work is part of the bargaining unit.
- E. Transfers: A “Transfer” is a change, in whole or in part, in the assignment of a unit member to a school or schools.

II. Assignments

- A. List of Vacancies: CAVA shall maintain a list of current vacancies, by grade level and school for K - 8 and content specific for 9- 12. Within ten (10) work days of a new vacancy occurring and prior to April 15 of each school year, CAVA shall provide notice of such vacancies to all unit members.
- B. Unit Member Assignment Preferences: Unit Members may prioritize the grade or content they would like to teach for the following year. Generally, Unit Members shall be placed in the same assignment each year except as provided herein.
- C. Notification of Assignments: Unit Members shall be notified of their assignments or re-assignment (as provided herein) by May 15, unless unknown, but in no event later than the first contracted work day (non-instructional) of each school year.
- D. Mid-Year Increase in High School Enrollment: In cases of enrollment increasing at the 9-12 grade level, CAVA shall prioritize adding additional classes to those Unit Members who are currently teaching one content class.
- E. Assignments for General Education TK-5 Teachers: Unit Members serving as general education teachers for the TK- 5th grade or general education middle school teachers in a position utilizing a multiple-subject credential will be assigned one (1) grade level when possible as supported by school enrollment or class for the school year. In the event that a multiple grade level assignment is necessary, no more than three (3) consecutive grade levels may be assigned.
- F. Assignments for General Education 6-8 Teachers: Unit Members serving as general education teachers for the 6th – 8th grade or general education middle

school teachers in a position utilizing a multiple-subject credential will be assigned one (1) grade level when possible as supported by school enrollment or class for the school year assigned. In the event that a multiple grade level assignment is necessary, no more than two (2) consecutive grade levels may be assigned.

- G. Assignments for General Education, 6-8 or High School Teachers: Unit Members serving as general education teachers for the high school or middle school level utilizing a single-subject credential shall be assigned to no more than two (2) content area preparations when possible as supported by school enrollment for the school year.

III. Involuntary Re-assignments

- A. Notice of Intent to Involuntarily Reassign: In the event a Unit Member is involuntarily reassigned, they shall receive notice of the school's intent to reassign and the reason therefor. CAVA shall reasonably attempt to avoid involuntary reassignments.
- B. Reason for Involuntary Re-assignment: The reason for the re-assignment must not be based on any discipline or performance evaluation. Notwithstanding the previous sentence a Unit Member being evaluated or under discipline may volunteer to be reassigned in accordance with this article.
- C. Return to Original Assignment After Reassignment: In the event a Unit Member was involuntarily reassigned, they shall receive priority the following school year for reinstatement to the prior assignment.

IV. Vacancies

- A. Voluntary Re-assignments: A Unit Member may request a re-assignment at any time when a vacancy exists for the following school year.
- B. Posting Vacant Positions: Upon knowledge of vacancies and for all vacant positions, CAVA shall first advertise vacant positions internally and shall notify all Unit Members via email of a list of vacancies as they become available. The list shall contain:
1. A closing date, which is at least five (5) working days following the posting date;
 2. A job description; and
 3. Credentials and qualifications necessary to meet the requirements of the position.
- C. Internal Posting Requirement: Vacancies shall be posted internally for forty-eight (48) hours in advance of posting externally.
- D. Requirements for Filling Vacancies: Vacancies shall be filled as follows:
1. Preference shall first be given to incumbent Unit Members with satisfactory performance and appropriate credentialing.

2. In the case where two incumbent Unit Members have satisfactory performance and appropriate credentialing, CAVA administration will consider seniority, past performance, and the recommendation of the interviewing team before making the final decision.
 3. External candidates shall only be considered if no incumbent Unit Members apply for the vacancy or incumbent Unit Member applicants do not have satisfactory performance and appropriate credentialing for the specified vacancy.
- E. Denial of Request for Re-assignment: If a request for a re-assignment is denied in accordance with the provisions of this article, upon request 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, upon request, receive written reason(s) for the denial. Unit Member shall be allowed to retain their previous assignment.

V. Transfers

- A. Voluntary Transfers: In reviewing requests for voluntary transfers and the appropriate timing for granting such requests, CAVA shall take into consideration enrollment needs and the best interests of the CAVA program. In the event a transfer request is granted, and such transfer results in the unit member no longer maintaining full-time status, a list of any available additional assignments shall be provided to the unit member in an effort to make available full-time status.
- B. Involuntary Transfers: Enrollment shifts, staff resignations, and other unforeseen circumstances may require a school to increase or decrease its staff, resulting in the need to involuntarily transfer unit members from one school to another, in whole or in part. CAVA will attempt in all instances of an involuntary transfer to maintain the unit members department, grade level or content assignment. In the event that changes will need to occur in department, grade level or content assignment, CAVA will provide a list of assignments available to enable the unit member to maintain full time status.

ARTICLE 13 – COMPENSATION

13.1 Salary Schedule

The salary schedule for all certificated positions is attached as Appendix A.

To settle and close negotiations for the 2023-2024 school year, effective July 1, 2023, the parties agree to the attached Salary Schedule (see Appendix A). The resulting 2023-2024 salary increase for the bargaining unit constitutes a total salary increase in the amount of eight percent (8%).

Additionally, each unit member shall receive a payment as follows:

- In recognition of current unit members who worked during the 2022-2023 school year, each such unit member shall receive a one-time off-schedule payment in the amount of \$8,000.00, to be paid within thirty (30) days of full ratification of the 2023-2024 settlement between the parties.
- For those current unit members (at the time of full ratification) who commenced work for CAVA during the 2023-2024 school year, each such unit member shall receive a one-time off-schedule payment in the amount of \$5,000.00, to be paid within thirty (30) days of full ratification of the 2023-2024 settlement between the parties.

In the event of a change in the requirement for the minimum salary threshold by law to ensure continued professional exempt status for unit members, the parties agree that CAVA shall comply with such legal requirements, and shall no later than sixty (60) calendar days prior meet with CVEU to discuss impacts of any such changes before required by law.

13.2 Instructional Related Stipends

Unit members teaching Advanced Placement and Honors courses at the high school level shall receive semi-monthly stipend payments as follows:

Advanced Placement: \$150 for each course with fewer than twenty (20) students and \$200 for each course of twenty (20) to thirty-nine (39) students and \$250 for each course of forty (40) or more students.

Honors Courses: \$90 for each course with fewer than twenty (20) students; \$100 for each course with twenty (20) to thirty-nine (39) students; and \$125 for each course of forty (40) or more students.

Test Site Coordinators: When CAVA is required to test in-person: CAASPP Test Site Coordinators shall be provided a stipend as follows:

- \$70 per day scheduled at sites with up to 25 students tested

- \$135 per day scheduled at sites with up to 50 students tested
- \$160 per day scheduled at sites with up to 75 students tested
- \$175 per day scheduled at sites with over 75 students tested

Test sites with up to 100 scheduled students shall only have one (1) Test Site Coordinator assigned per day.

For Test Site Coordinators who agree to travel to CAVA designated remote sites, the test site coordinator will receive an additional flat rate of \$225 for the day(s) traveled (this is in addition to any mileage and/or hotel reimbursements).

When CAVA is required to test in-person: Designated PFT Coordinators shall be provided an \$80 per site stipend.

1:1 Test Proctoring

If CAVA participates in virtual CAASPP testing, stipends shall be paid for in-person proctors as follows:

- CAA/CAASPP/Initial and Summative ELPAC shall be paid \$160 per student. If the student requires multiple days of testing, each additional day will be paid \$50.
- Alternate ELPAC shall be paid \$250 for the first student, \$175 for each additional student.

National Honors Society,
National (Junior) Honors
Society, National Technical
Honor Society Advisors

Advisors shall be provided a stipend of \$300 per semester for fewer than twenty-five (25) students, \$450 for between twenty-six (26) students to forty-nine (49) students, and \$550 for more than fifty (50) students for student organizing and communicating and recording the requirements for students.

Initial IEP Assessments

For Education Specialists who have an assigned caseload of 28 students to case manage: In the event the Education Specialists is assigned an initial IEP (above their caseload) to complete, the Education Specialist will be paid \$250 once the IEP meeting is held and the IEP is affirmed.

13.3 Hourly Rates of Pay for Instructional and Non-Instructional Activities

For those activities with a CAVA designated hourly rate, such rates shall be \$45 per hour for non-instructional activities and \$50 per hour for instructionally based activities.

13.4 Years of Service Credit for New Hires

Upon hire, new unit members will be granted up to three (3) years of service credit for previous credentialed employment within California.

13.5 Expense Reimbursement

Not to exceed \$3,300 per school year, unit members shall receive reimbursement for approved actual expenses per school policy to cover expense reimbursements for school related expenses including but not limited to mileage, supplies, in-home set-up, business phone, internet, Live Scan test, printer supplies, travel and hotel within California. The limit noted above does not apply to School Psychologists who are reimbursed for actual expenses through the School's reimbursement policy. Should any unit member request less than \$3,300 in reimbursements under the School's reimbursement policy in any such school year, the unit member shall receive a one-time taxable payment of seventy-five percent (75%) of the remaining balance, to be paid within thirty (30) business days following the final unit member's approved submission for the school year.

Subject to the reasonable and necessary conditions as stated in the School's reimbursement policy, there shall be no cap on the categories of reimbursement.

Although not subject to grievance or arbitration, the School's Reimbursement Policy is attached hereto as Appendix "B."

13.6 Column Advancement

Column advancements on the salary schedule are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered.

13.7 Service Credit

Unit members who are on paid leave status shall receive salary increment credit.

For unit member advancement of annual steps on the salary schedule, a complete year of service shall be no less than 130 days of time actually worked during the instructional days of the annual school calendar, not including extended school year or summer school.

ARTICLE 14 - HEALTH BENEFITS

14.1 Employer Contributions

CAVA shall make available to full-time unit members health benefits, dental, vision and basic life coverage as follows:

Health Benefits:	United Health Care base plan (defined for 2017 as United Health Care Choice Plus 5000)
Dental Benefits:	United Health Care
Vision Benefits:	Vision Services Plan
Basic Life Insurance:	Cigna Welfare Basic Life (defined for 2017 as FLX-051416)
Basic Personal Accident:	Cigna Welfare Basic Personal Accident (defined for 2017 as FLX-051416)
Adoption Assistance Program:	Reimbursement up to \$1,500 per eligible child and proof of completion and subject to eligibility and program requirements
Education Assistance:	Reimbursement up to \$1,500 per calendar year upon proof of completion and subject to eligibility and program requirements.

Any cost for coverage on health benefits above the above plan shall be borne by the employee.

Eligibility for and duration of health benefits shall be in accordance with the applicable health benefits plan(s).

14.2 Retirement

CVEU unit members are covered under the State Teachers Retirement System and shall receive retirement benefits in accordance with legal requirements.

ARTICLE 15 - SAFETY

15.1 Safe On-Site Working Conditions

- 15.1.1 Based upon industry standards, unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety. Each year, CAVA will make available its safety plans and provide training to unit members.
- 15.1.2 For all on-site CAVA designated work events, the place for that event will be communicated to the Unit Member five (5) business days in advance, except for in the event of an emergency location change or if a unit member is hired within the five (5) day window. In the event of an emergency location change, unit members shall be notified within twelve (12) hours of the decision to change the location.
- 15.1.3 Testing sites shall have a designated administrator who preferably is located within one hundred (100) miles of the test site and who is available on an “on call” basis should the test site coordinator need support. In the event the designated administrator is not reachable, the Test Site Coordinator will follow the escalation process provided in the training.
- 15.1.4 All administratively secured testing sites shall be reviewed to ensure such sites are safe for testing/working conditions.
- 15.1.5 If a unit member reasonably believes (based on articulable facts) a testing site constitutes an unsafe working condition, they shall immediately contact the designated administrator so that a determination may be made as to the best course of action. Should the unit member disagree with the administrative determination, they may report such concerns to the Head of Schools.
- 15.1.6 For unit members required to complete in-person 1:1 testing with students and who are unable to locate a suitable site, unit members may request from their assigned administrator possible site options.
- 15.1.7 In the event that a unit member feels unsafe meeting with a student and/or family, (based on articulable facts), they may request to have an administrator or other designee be in attendance. If during an in-person meeting with a student or family, the unit member reasonably believes they are in an unsafe working condition, they should immediately remove themselves from the location and contact their administrator.

15.2 Unit Member Safety

CAVA is not responsible for the safety of a unit member's home. Upon hire, and every other year thereafter, unit members shall complete CAVA provided training regarding office ergonomics and defensive driving. Following the above-referenced training, unit members may request an ergonomic assessment from CAVA regarding their home office.

- 15.2.1 CAVA shall not provide a unit member's personal information to students/families, with the exception of business contact information.

15.2.2 At the beginning of each school year or upon hire, CAVA shall provide each unit member with a copy of all CAVA complaint policies.

15.2.3 Unit members shall not be required to lift or move objects over 15 pounds. In the event a unit member needs assistance, they should immediately contact their administrator.

15.3 Dangerous Pupils

CAVA administration shall inform unit members of any student placed under their supervision when CAVA has knowledge that the student has been convicted of a violent crime, or suspended/expelled for violent conduct, or is known or suspected to have engaged in violent behaviors, as documented in reports received from law enforcement agencies, that could result in suspension/expulsion or criminal prosecution.

15.4 Assault

15.4.1 Unit Members shall immediately report cases of assault and battery sufferance in connection with their employment to the appropriate law enforcement authorities of the city or county in which the incident occurred and to their immediate supervisor.

15.4.2 CAVA administration shall comply with any reasonable request from the Unit Member for information relating to the incident or the persons involved which is within the possession of CAVA administration and which would not violate any person's privacy rights or be otherwise privileged.

15.4.3 CAVA will provide a reasonable period of paid release time to a unit member when he/she is required to make a statement to the police or appear in court in connection with any school-related incident.

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

15.6 CPR and First Aid Training

If CPR and first aid training are required as a part of the unit member's position, CAVA shall provide such training or shall provide reimbursement for any fees and related mileage, for an approved course, as well as provide one (1) release from work day.

ARTICLE 16- SAVINGS CLAUSE

16.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16.1.1 In the event of such finding of law, then within 15 days of receipt of notification of the court's decision, the parties will commence negotiations over the impacts and effects of the decision.

ARTICLE 17 – CASELOAD

17.1 Homeroom Caseload Limitations

Homeroom caseloads for unit members teaching general education for T-K through 12th grade shall be measured by the unit member's homeroom roster by verification of average daily attendance of 95% or more following each Learning Period, except during the first Learning Period of each semester, where the overage shall be paid regardless of attendance rate.

17.2 Homeroom Caseload Targets

The below caseload targets shall be in place for unit members' homeroom assignments for all Learning Periods in the school year except CAVA designated two (2) Learning Periods, during which due to historically higher enrollments, the caseload target shall be increased to thirty-five (35) students and not exceed forty (40) students without the affected unit member's approval. A Learning Period is defined as blocks of four (4) weeks in the school year and is on the board approved school calendar:

- TK Caseload targets shall be twenty-five (25) homeroom students and shall not exceed thirty-one (31) homeroom students without the affected unit member's approval.
- K through 5th Grade: Caseloads target shall be thirty (30) homeroom students and shall not exceed thirty-five (35) homeroom students without the affected unit member's approval.
- 6th Grade through 12th Grade: Caseloads target shall be thirty-two (32) homeroom students and shall not exceed thirty-seven (37) homeroom students without the affected unit member's approval.
- High School Designated Subjects Only Unit members assigned to teach designated subjects can elect ten (10) school days prior to the first school day of each semester to have increased homeroom students in exchange for a modified live synchronous instruction schedule. The reduction in live instruction and the increase in homeroom caseload will be agreed to prior to implementation. In such cases their target caseload will be defined by administration, and accepted by the unit member, and shall not exceed that target by more than five (5) students without the affected unit member's approval.

17.3 Specialized Caseloads

The below caseload targets shall be in place for all months in the school year except October and February, when the target is increased by ten percent (10%). The caseload

shall be measured by the assigned student roster (TotalView School) the 1st and 16th of each month. The caseload shall not exceed the target by more than ten percent (10%) without the affected unit member's permission.

- English Language Development Specialists – 110:1
- Freshman Support Specialists – 350:1
- Guidance Counselors – 250:1
- High School Content (not including credit recovery courses)
- Career and Technical Education – 175:1
- Electives – 220:1
- English – 130:1
- Math – 130:1
- Physical Education – 400:1
- Science – 175:1
- Social Science – 175:1
- World Language – 175:1
- Credit Recovery – High School Content Cap plus 50%

17.4 Payment When Caseload Targets Exceeded

17.4.1 In the event of an overage in any of the caseload targets specified in Section 17.2 which continues for more than five (5) school days, the unit member shall be paid \$40 per student per Learning Period with ten (10) school days or less and \$80 per student per Learning Period with eleven (11) school days or more.

17.4.2 In the event of an overage in any of the caseload targets specified in Section 17.3 or 17.5 that exceeds fifteen (15) school days, the unit member shall be paid \$40 per pay period for every ten (10) students over the target, paid at the first student of the ten (10).

17.5 Caseloads for Special Education Positions

Regarding pupil/teacher ratios for certificated special education positions, CAVA shall adhere to all applicable legal requirements. These positions include, but are not limited to:

- Education Specialists

Mild/Moderate: 28:1 as measured by the students an Education Specialist is assigned to case manage. This does not include students who are in the initial evaluation process.

Moderate/Severe: 23:1 as measured by the students an Education Specialist is assigned to case manage. This does not include students who are in the initial evaluation process.

- Speech Pathologists: 55:1 as measured by the students a Speech Pathologist is assigned to case manage and/or provide direct services to.

CAVA agrees to maintain a School Psychologist staffing ration of 1,250:1. This shall be measured by the students enrolled on CBEDS (the first Tuesday of October).

APPENDIX A

SALARY SCHEDULE

2023-2024 Certificated Salary Schedule
(effective July 1, 2023)

	General Ed (TK-12th Teachers, Freshman Support Specialists, English Language Development)		Sped		Guidance Counselors	Occupational Therapist	School Psychologist	Speech Language Pathologist
	BA Salary	MA Salary	BA Salary	MA Salary	Salary	Salary	Salary	Salary
1	\$60,252	\$62,252	\$70,200	\$72,200	\$69,120	\$89,316	\$97,200	\$97,200
2	\$61,758	\$63,758	\$71,955	\$73,955	\$70,848	\$91,549	\$99,630	\$99,630
3	\$63,302	\$65,302	\$73,754	\$75,754	\$72,619	\$93,838	\$102,121	\$102,121
4	\$64,885	\$66,885	\$75,598	\$77,598	\$74,435	\$96,184	\$104,674	\$104,674
5	\$68,129	\$70,129	\$79,378	\$81,378	\$78,156	\$100,993	\$109,907	\$109,907
6	\$69,832	\$71,832	\$81,362	\$83,362	\$80,110	\$103,518	\$112,655	\$112,655
7	\$71,578	\$73,578	\$83,396	\$85,396	\$82,113	\$106,105	\$115,472	\$115,472
8	\$73,368	\$75,368	\$85,481	\$87,481	\$84,166	\$108,758	\$118,358	\$118,358
9	\$75,202	\$77,202	\$87,618	\$89,618	\$86,270	\$111,477	\$121,317	\$121,317
10	\$78,962	\$80,962	\$91,999	\$93,999	\$90,584	\$117,051	\$127,383	\$127,383
11	\$80,936	\$82,936	\$94,299	\$96,299	\$92,848	\$119,977	\$130,568	\$130,568
12	\$82,959	\$84,959	\$96,656	\$98,656	\$95,169	\$122,977	\$133,832	\$133,832
13	\$85,033	\$87,033	\$99,073	\$101,073	\$97,549	\$126,051	\$137,178	\$137,178
14	\$87,159	\$89,159	\$101,550	\$103,550	\$99,987	\$129,202	\$140,607	\$140,607
15	\$89,338	\$91,338	\$104,088	\$106,088	\$102,487	\$132,432	\$144,122	\$144,122
16	\$91,572	\$93,572	\$106,691	\$108,691	\$105,049	\$135,743	\$147,725	\$147,725
17	\$93,861	\$95,861	\$109,358	\$111,358	\$107,675	\$139,137	\$151,419	\$151,419
18	\$96,207	\$98,207	\$112,092	\$114,092	\$110,367	\$142,615	\$155,204	\$155,204
19	\$98,613	\$100,613	\$114,894	\$116,894	\$113,126	\$146,181	\$159,084	\$159,084
20	\$101,078	\$103,078	\$117,766	\$119,766	\$115,955	\$149,835	\$163,061	\$163,061

APPENDIX B



Expense Reimbursement Policy

Expense Reimbursement Policy: Teaching and Support Staff

By agreement of the parties, this policy is not subject to grievance or arbitration between the parties. Consistent with the collective bargaining agreement, this policy is not intended to materially alter the terms and conditions of CAVA's June 2018 Policy, but rather to provide clarity regarding what constitutes a reimbursable expense pursuant to the Policy and applicable law.

California Virtual Academy ("CAVA") schools understand that their employees will incur expenses in carrying out their jobs as employees of CAVA schools. Therefore, the CAVA schools have created a policy providing for and detailing the reimbursement of all job-related expenditures, which includes a request procedure for non-consumable items such as equipment, desks, etc. and a reimbursement process for consumables such as paper, postage, ink, etc. Employees are required to submit all job-related expenditures incurred to ensure that CAVA has the opportunity to make proper monthly reimbursement, as described below.

As required by law, CAVA will fully reimburse its employees for all expenses that are incurred as a direct result of doing their jobs, provided that they are reasonable and necessary ("reasonable and necessary" expenses). In addition, consistent with the collective bargaining agreement, CAVA may within its sole discretion reimburse employees for additional discretionary expenditures, which are not necessary for the job but which the employee independently chooses to incur in order to enhance teaching or encourage learning ("discretionary" expenses). While all reasonable and necessary expenses will be reimbursed, in no event will CAVA reimburse discretionary expenses in excess of the amount set by the collective bargaining agreement.

Employees may submit a request for any non-consumable items which includes, but is not limited to, the following: desks, chairs, etc. Unit members shall be provided with two or more options and a description/photo for such items. These items will be sent directly to the employee for their use during their employment. If needed, reclamation labels will be sent to the employee to return these items to the school upon end of employment. The technology package, which includes a laptop, printer, drawing tablet, etc. will be provided by the School and replaced as needed by the School, and such items are not subject to the reimbursement policy, amounts, etc.

Employees shall submit an expense report as per the guidelines below for all consumable items:

- Employees must submit expense reports for all expenses to the Head of School or designee for approval.
- The report must be accompanied by itemized receipts for all charges. In the case of mileage, a map showing the mileage for the trip must be submitted.
- Expenses should be submitted for reimbursement within 30 days of occurrence.
- Any denied expense, whether necessary or discretionary, may be appealed to the Head of Schools or his/her designee.

Any falsification of expense reports will be grounds for discipline, up to and including termination from employment. Employees are expected to make a diligent effort to limit expenses to economical options, recognizing the importance of good stewardship of taxpayer dollars. Questions regarding this policy or extenuating circumstances should be directed to your supervisor or to Human Resources.

Common Reasonable and Necessary Expenditures for Consumable Items:

The following are common expenditures that are routinely reimbursed pursuant to applicable law:



Expense Reimbursement Policy

Office Expenses – Consumable Items:

Office-related expenses must be necessary to complete CAVA job duties and be directly incurred as a result of such duties. These expenses may include the following:

- Classroom Supplies, materials, student incentives, etc.: Items must be solely for the use of employee in his/her required duties.
- Postage to mail items to students or CAVA office as required by school policies. Postage for any other reason must be pre-approved
- Live Scan: Reimbursed for actual cost

Phone Expenses:

- Reimbursed at actual cost up to \$60.00 per month
- Phone expenses are limited to the *employee's share* of plan cost, taxes, and access
 - Example: a phone plan is shared between 3 lines. The cost of the plan is \$60; each line pays an individual access fee, taxes are \$12. The reimbursable amount is 1/3 of the plan cost (\$20), 1/3 of the taxes (\$4), and the access fee associated with the employee's line.
- Insurance plans, phone/equipment installment plans, overage fees and/or additional paid services associated with the phone line generally are not reimbursable expenses.

Internet:

- Reimbursed at actual cost up to \$100.00 per month

Travel:

Only expenses incurred on behalf of a CAVA school are eligible to be reimbursed. Economical and responsible use of school funds has priority over personal convenience or preference.

Examples of acceptable travel may include, but are not limited to:

- Professional Development or In-person meetings assigned by the school
- Assessment of students
- In-person instruction of students
- School-sponsored events such as graduation, culmination, and outings

Examples of unacceptable travel-related charges include, but are not limited to:

- Charges for personal goods and services incurred during travel
- Entertainment-related charges incurred during travel
- Travel not related to school business

Mileage:

- Reimbursed for actual miles driven using a personal vehicle for CAVA travel; reimbursed at the IRS rate on the date of travel.
- Mileage is calculated from the employee's home office to the approved location based on the most direct route.

Meals:

- Reimbursed at actual cost incurred up to \$50 (limit \$20 per meal) per day when traveling more than 100 miles* (one-way) from home office or when travel requires an overnight stay.
- Alcoholic beverages are not reimbursable.

**Hotel:**

- Prior approval required.
- Reimbursed at actual cost.
- Where practical, rooms should cost no more than \$150 per night. Higher limits will be considered should local prevalent room rates require a higher amount.
- Must travel more than 100 miles* (one-way) from home-office for consideration.

Flight:

- Requires pre-approval.
- Reimbursed when travel from home office to school-required meeting is such that driving is impractical.
- Flights may be secured by the Head of Schools or designee if requested.

If an employee believes that he or she has incurred or will need to incur travel expenses falling outside of the limits as prescribed by this policy, he or she should discuss the matter with the Head of Schools or another designee.

Non-reimbursable Expenses

The following items are generally not considered reimbursable. This is not an exhaustive list. As with all other expenses, should an employee believe that incurring any of the following expenses would be reasonable and necessary in carrying out their jobs, they should speak with the Head of Schools or other designee.

- Airline headsets
- Airline, auto or hotel memberships
- ATM fees
- Barbers and hairdressers
- Childcare
- Clothing
- Delinquent credit card fees
- Fines incurred while traveling for school business
- Gift cards
- Gum, candy, cigarettes
- Health club dues
- Hotel mini bar
- In room movies
- Mileage incurred for personal reasons
- Magazines, books, newspapers for personal use
- Personal entertainment (including, but not limited to sporting events or movies)
- Personal toiletries
- Pet care
- Travel, Flight or luggage insurance
- Travel upgrades

**There are some instances in which mileage may be less than 100 miles, but time of travel is excessive (2 hours), in these cases staff should work with Head of Schools or designee to have additional travel expenses approved.*