

Side Letter ACSO CTE Contract

CTE teachers under the Alameda County Sheriff's Office contract shall receive an additional 30 minutes of prep time per day worked. Prep time does not need to be done on site. Time on site shall remain 6.5 hours, but the work day will be 7 hours.



\_\_\_\_\_  
Steve Good, Executive Director of Five Keys Schools and Programs



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Julián Quiñónez, UESF

8/29/17

\_\_\_\_\_  
Date

17.7 Independent Study Teachers

Full-time Independent Study teachers shall have student contact limits as provided below except by mutual agreement in writing between the teacher, the Executive Director, and Union.

ISP Assignment	Class Size Limits
Out-of-Custody Group Setting	45 per week on the roster
In-Custody: Below grade level (based on TABE scores); or special-needs housing	35 per week on the roster

~~Teacher should maintain an ISP student list of 45 in the community or 35 in jail with a minimum attendance rate or 75% or an ADA of 25.~~

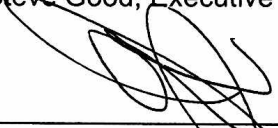
17.7.3

Teacher should maintain a minimum attendance rate of 75% or an ADA of 25 throughout the school year.

~~Teachers at sites who do not cannot meet this requirement will be subject to a roster review with their principal administrator. The teacher and their administrator will develop and implement an action plan will be required to implement an action plan for increased attendance to meet the 75% attendance to enrollment ratio or an ADA of 25. That 75% threshold must be met within the subsequent two wpr periods and maintained for the duration of the year.~~

In the event that after two wpr periods (minimum 30 days) the criteria is not met then we the Charter School will have to evaluate the needs of the site, location, outreach and recruitment plan and staffing. If it is determined that the site is not viable, the teacher will not be penalized but may be reassigned. This could result in either the site being closed, hours reduced, the teacher being transferred to another site or the teacher will be required to hold larger student loads above the current limit.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

  
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Date

7.4.1 - Criteria for voluntary transfer — The following criteria along with performance, in the order listed, shall be used in determining the approval or denial of unit member voluntary transfers, and shall be used in the interview process to determine the principal's recommendation.

7.4.1.1 The program and operational needs of the Charter School. However, the Charter School will not deny a transfer request for this reason to a teacher who has served in a custody facility more than three (2) consecutive years. The Charter School shall give priority consideration for a teacher who has served two (2) or more consecutive years.


7.4.1.2 To provide the unit member an opportunity to be evaluated in a different environment.

7.4.1.3 The qualifications, including the experience and recent training, of the teacher compared to those of other candidates for the position to be filled.

7.4.1.4 In the event that the above criteria appear equal, the transfer decision shall be based upon District-wide seniority.

7.4.1.5 A teacher whose voluntary transfer request has been denied may request in writing and shall receive written reasons for the denial.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

3/29/17  
\_\_\_\_\_  
Date

## Side Letter: 190-Day Teachers

In accordance with CalSTRS regulations, teachers who are currently in the 190-day classification will need to transition to 210 day schedule or be classified as 90% FTE for CalSTRS purposes.

Five Keys Schools and Programs will allow the teachers currently classified as 190-day teachers to choose which classification works best for them. If a 190-day teacher prefers to stay at 190 days and be classified as 90%, they shall be able to choose at any time going forward to move to 210-day classification.

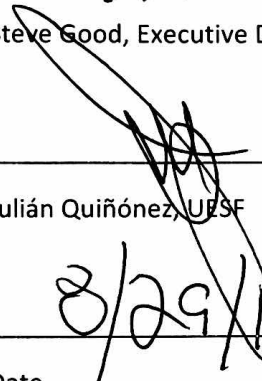
The 20-day difference in schedule will be made up in extra assignments (which may include non-teaching assignments during school closures) by mutual agreement between the teacher and the supervising Director and is not required to be only during summer term. We agree that the individuals on the 190 schedule now can go to the alternative 210 schedule (special projects) and then move back to the 190, .9 FTE if the alternative scheduling doesn't work out.

We agree to seek further joint clarification from CalSTRS and SFUSD in writing regarding different classes of employees. Once that clarification is received, we agree to meet and confer.



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Steve Good, Executive Director of Five Keys Schools and Programs



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Julián Quiñónez, UFSF

8/29/17

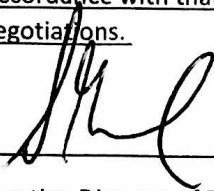
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Date

3.14 Requesting a Substitute

Teachers shall be provided with and have equal access to the existing ~~FKCS-FKSP~~ substitute pool list. Unit members who request time off work in advance will work with ~~FKCS-FKSP~~ to secure qualified substitutes from the current substitute pool. ~~LA and San Francisco~~ All regions shall be provided with designated substitute lists for the community and jail sites. Teachers shall make a reasonable effort to secure a substitute for all absences with the exception of an emergency or severe illness.

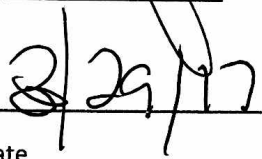
Five Keys and unit members are currently working together to find an automated sub system. Once that system is decided upon and implemented, no later than November 1, 2017, a new procedure will be established in accordance with that system. This procedure will be documented as a side letter until the next contract negotiations.



Steve Good, Executive Director of Five Keys Schools and Programs



Julian Quinonez, UESF



Date

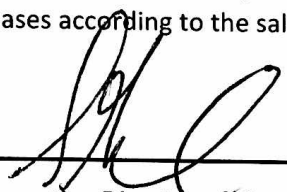
**CTE Salary Schedule**

For teachers on the HSD salary schedule, Five Keys will offer up to \$3,000 Tuition Reimbursement (tuition only) per year not to exceed \$12,000 per person over 6 consecutive calendar years. Enrollment must be half-time or more enrollment in a college program towards a Bachelor's degree. Teacher must show documented completion of courses with a C grade or better, with a receipt of payment in order to process the reimbursement. Teachers must be employed at Five Keys at the time of reimbursement.

Journeymen or Licensed contractors on the high school schedule will move up to the AA schedule at the same step. Journeymen or Licensed contractors on the AA schedule will be moved to the BA schedule to the same step. To qualify as a Journeyman, a teacher must have seven (7) years' verifiable experience in the specific trade.

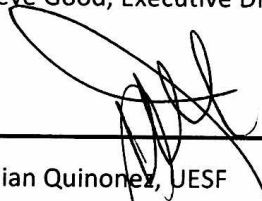
Unit members at the HSD level, Step 8 will continue to progress to AA, Step 1 the following year and continue to advance through the AA schedule until they reach step 8. If the unit member achieves an AA during this process, they will jump to step 8 on the AA schedule.

No other job classification or salary changes will take place, except for the scheduled union increases and step increases according to the salary schedule.



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Steve Good, Executive Director of Five Keys Schools and Programs



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Julian Quinonez, UESF



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Date

SICK TIME

9.1.1 Full-time unit members working 190 days per year shall receive ten (10) days sick leave with full pay each year. Six sick days will be credited to their account at the beginning of each year. Four sick days will accrue incrementally. For unit members working less than 190 days, sick leave shall accrue at the rate of one hour for every 18 hours worked. The amount of a unit member's accrued sick leave will be reported in each person's self-service portal through the payroll system.

9.1.2 Unit Members who are required to work more than 190 days per academic year shall be credited an additional day of sick leave for every additional 18 days or major fraction thereof.

9.1.3 A maximum of twenty (20) days from the prior school year may be carried over to the next school year. Upon separation of employment, a maximum of fifteen (15) days will be paid out. For unit members on contracts requiring more than 210 days, the carry over and payout will be proportionate to the number of days worked.

The parties agree to seek a legal opinion regarding the financial impact of rolling over all unused sick days for the purposes of accruing CalSTRS service credit.

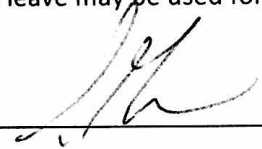
Should there be little or no financial impact to the Charter School, the parties agree to return to the bargaining table regarding this matter.

~~The parties agree that when a unit member ends employment with the Charter School they can only be paid out for a maximum of 15 days of unused sick leave.~~


9.1.4 Whenever possible, a unit member must contact his/her immediate supervisor as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day. A unit member must make a reasonable effort to secure a substitute.

9.1.5 A unit member who is absent shall have deducted from the accumulated leave corresponding time based on hourly segments.

9.1.6 Sick leave may be used for any reason.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

  
\_\_\_\_\_

Date

**Side Letter - Evening and /or Additional Student Contact Hours**

Occasionally our community partners and Sheriff's Department partners may require us to hold additional classes, some of which may be in the evening. In these cases, teachers will work no later than 10 pm. Teachers already scheduled for a full 6.5 hour day may be asked to volunteer for these classes but in no case will they be required to accept these additional hours as a condition of employment. ~~For every three additional teaching hours.~~ Teachers will receive 20 minutes of prep time for each additional teaching hour. ~~one hour of prep time,~~ plus any travel time required to get to the site classroom. Additional prep time is not required to be on site. These hours will be paid as additional hours at their current hourly rate. Any hours over 8 hours in one day will be paid at time and a half.



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Steve Good, Executive Director of Five Keys Schools and Programs



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Julian Quinonez, JESF

Date



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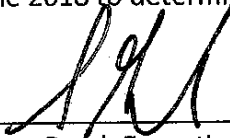
Side Letter – 4 Day Work Week Pilot Program CTE / Life Skills

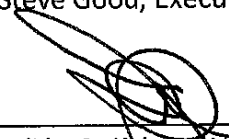
For the 2017-2018 School Year, Units members working at the LASD's Facilities may participate in a 4-day work week as per the terms below.

When there is mutual agreement between an individual Unit Member, the Charter School, and the Sherriff's Department, the work week will be comprised of 32.5 hours up to 9.5 hours per day. Therefore, the actual minimum required work time shall equal 32.5 hours per week (exclusive of the daily 30-minute duty free lunch). Unit members will be provided 5 hours of preparation time per week (non-teaching times) on site for preparing lessons, grading papers, attend meetings, or other duties related to the operations of the Charter School. All other provisions of 19.1 and 19.1.1 apply.

Regarding 2.5.1.1: "Normal working hours" shall be defined by the individual alternative schedule. These members are only eligible for bonus compensation when their assignment exceeds 32.5 hours per week or 9.5 hours per day. Overtime compensation begins at 40 hours per week.

This agreement will be evaluated by the Union and the Charter School no later than the end of June 2018 to determine if it will be extended for the following school year.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

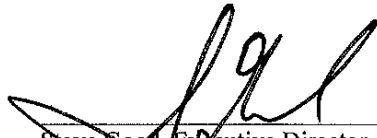
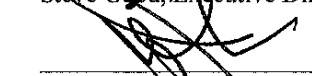
  
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Julián Quiñónez, UESF

7/25/2017  
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Date

### 10.3 Substitute Pay for Unit Members

When a Unit member performs substitute duties, the hourly rate for that specific service will be calculated based on the annual salary of the Unit member at the time of the service such that payment for service is the same as regular duty assignment.

A full-time unit member who does not have a full teaching load may be directed to do substitute service during their workday. They will not receive additional compensation. A part-time Unit Member who volunteers to substitute will be compensated based on their regular pay schedule.

  
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Steve Good, Executive Director of Five Keys Schools and Programs  
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Julián Quiñonez, URSF

Date

July 25, 2017

## Article 10 – Compensation

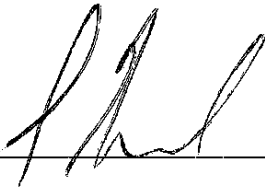
### 10.1 Salary Schedule

The Union and Charter School agrees to adopt the salary schedules attached hereto (Appendix B) for all Unit members during the effective length of this contract, except for the provisions described in paragraphs 10.2.2, 10.2.3, and 10.6.

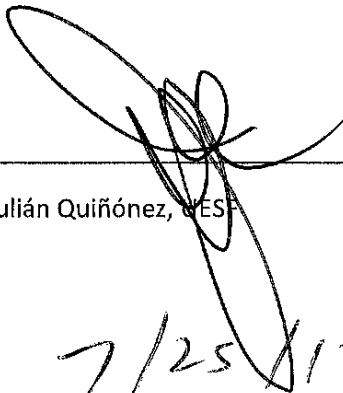
10.1.1 *ADA Funded Salary Schedules* The Union and Charter School agree to align salary schedules for ~~High School~~ teachers with those agreed to by the San Francisco Unified School District and United Educators of San Francisco. The Union and Charter School agree that schedules contained in the current contract between those parties shall serve as reference documents for purposes associated with this paragraph. "Current contract" is defined here as the agreement effective from July 1, 2017 through June 30, 2020.

Effective July 1, 2017 the academic salary schedule shall increase by 3% and be adjusted when San Francisco Unified School District and United Educators of San Francisco reach a salary agreement that may include additional retroactive salary adjustment.

**10.1.2 Grant / Agency Contract Funded Position** Positions funded through a grant where the work hours, work days, work year calendar, and other work conditions are defined by the terms of the grant / Agency contract; and, acceptances of the grant award or Agency contract are contingent upon agreement to the stipulated terms of the contract. For such positions instructors shall be placed on the CTE salary schedule that is aligned with the contract.



Steve Good, Executive Director of Five Keys Schools and Programs




Julián Quiñónez, UESF

7/25/17

Date

Eliminate 19.3

~~19.3 Presence in Classroom Teachers agree to be in class rooms ten (10) minutes prior to the start of classes for the morning session and ten (10) minutes prior to the start of classes for the afternoon session. When a teacher anticipates being late for the start of class, she/he will make every effort to contact a site supervisor. Site supervisor will then be responsible for alerting deputized staff assigned to movement of inmates to classes.~~

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñonez, UESF

\_\_\_\_\_  
Date July 25, 2017

**19.3 Required Attendance at School Functions and Meetings**


Unit members will be required to attend scheduled school functions and meetings listed whether during, before, or after the school day. An approved list of scheduled meetings and functions, including staff meetings, graduation, and professional development, will be drafted jointly and agreed to by the Union and Executive Director or her/his designee. The approved list will include time, date, location, and purpose of the meeting or function. Hours may be adjusted to minimum days when there are evening functions. In addition, unit members will be required to attend a reasonable number of emergency unscheduled meetings during the workday related to the operation of the Charter School. Reasonable notice will be given by the Charter School as to date time and location of all emergency unscheduled meetings and functions outside of regularly scheduled work hours.

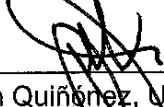
**Appendix-C**

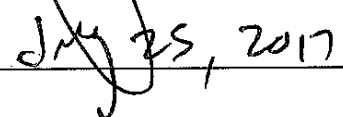
Staff meetings

Graduation

Professional Development

  
\_\_\_\_\_  
Steve Gong, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

  
\_\_\_\_\_  
Date

Article 22 – Duration

22.1 Length of Contract

The terms of this agreement shall be from July 1, 2017 to June 30, 2020.

22.2 Re-Openers

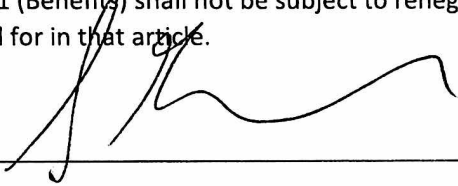
Either party may reopen negotiations on Article 10 (Salary) and up to three other articles per party during the 2018-2019 and 2019-2020 Academic years.

22.2.1 Letter of Intention

A Letter of Intention must be sent by the party seeking to reopen negotiations for the Academic year no later than April 30 of that year. Within ten (10) days of receipt of the letter(s), the Union and Five Keys Schools and Programs will agree on a calendar for negotiation meetings.

22.2.2 Exclusions

Article 11 (Benefits) shall not be subject to renegotiation during the term of this Agreement except as provided for in that article.



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Steve Good, Executive Director of Five Keys Schools and Programs



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Antonio Mankini, UESF

March 20, 2017

Date

**Pay Upon Issuance of Credential**

Upon issuance of a credential for a teacher, Five Keys Schools and Programs will make pay commensurate with credential effective on the effective date of the credential.



Steve Good, Executive Director of Five Keys Schools and Programs



Antonio Mankini, UESF



Date

## Leaves of Absence Proposal

### Article 9 – Leaves of Absence

#### 9.7 Other Statutory Leaves

The School will comply with all other statutory leaves as required by Federal, State and Local laws. All required leave notices are posted at each school site.


In instances where there is conflicting provisions between the laws and the contract, whichever is most beneficial to the employee more will apply.


#### 9.10 Paid Parental Leave Pay/Child Bonding Leave Pay

A unit member who is eligible for FMLA and/or CFRA leave for the purpose of bonding with a newborn child, an adopted child or a child placed in foster care, and a unit member who acquires legal guardianship of a child may apply for Paid Family Leave (PFL) through the State of California. The difference between PFL and the unit member's regular salary will be paid by Five Keys for up to a maximum of six weeks during qualifying leaves.

A unit member who is eligible for FMLA and/or CFRA leave for the purpose of bonding with a newborn child, an adopted child or a child placed in foster care, and a unit member who acquires legal guardianship of a child may use his/her earned and accumulated unused sick leave during such leave up to a maximum of forty-five (45) days. This leave can only be used in blocks of at least five (5) consecutive days. When a unit member uses all of his/her accumulated sick time prior to the maximum of forty-five days, the unit member shall receive no less than \$150 per day of the leave, up to forty-five days, maximum.

These policies do not extend the time allowed for protected leave under state and federal law. They do provide income replacement for qualifying leaves under state and federal law.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julian Quinonez, UESF

5/15/17  
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Date




#### 19.4 Faculty Meetings

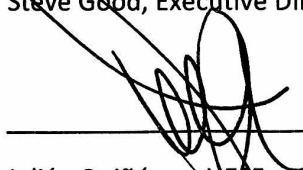
Faculty Meetings will be scheduled when most unit members can attend. At the conclusion of the agenda for each meeting, time will be allotted for Union announcements and reports.

#### 19.5 Common Planning Time

Unit members shall utilize a portion of staff and professional development meetings at least once per month for not less than twenty minutes to discuss student academic performance, behavior, and curriculum needs to improve effectiveness of the school in meeting students' needs for success. Each school year unit members shall utilize a substantial portion of the all-Programs staff meetings to discuss student academic performance, behavior and curriculum needs to improve effectiveness of the school in meeting student needs for success. Teachers are encouraged to report back on the contents and any products from Common Planning Time.

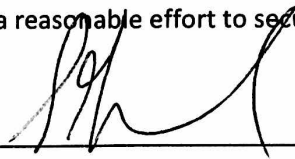
~~Teachers are encouraged to report back on the contents and any products from Common Planning Time. For the period of the signing of the contract through April 30, 2015, the guarantees of Common Planning time outlined above for staff, professional and All-Programs staff meetings may be reduced to satisfy the needs of WASC preparations. During the period of restricted Common Planning Time, the School shall do its best to provide Common Planning Time during staff meetings, as time allows during WASC preparations.~~

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

5/16/2017  
\_\_\_\_\_  
Date

9.1.4 Whenever possible, a unit member must contact his/her immediate supervisor as soon as the need to be absent is known, but not less than one (1) hour prior to the start of the work day. A unit member must make a reasonable effort to secure a substitute.



Steve Good, Executive Director of Five Keys Schools and Programs



Julián Quiñónez, UESF

5/16/17

Date

## **Safety Proposal**

### **Article 13 – Safety**

#### **13.1 FKSP Environment**

Unit members understand and agree that jails and custody environments can be dangerous places, as all public schools can be. By accepting employment with FKSP, employee acknowledges and accepts this fact. Five Keys teachers and staff acknowledge and accept the need to maintain strong and healthy boundaries as outlined in the employee handbook. FKSP understands and agrees that it has a unique responsibility to, where ever possible, reduce the risks associated with working in these places. To that end, the Charter School shall make every effort to insure that employees will work in the safest possible conditions. Unit members shall report suspected un-safe working conditions to their immediate supervisor. A report describing the disposition of the actions taken shall be made within ten (10) days with copies going to the Union and the unit member.

#### **13.2 Access to Communication for Teachers in Non-Custody**

Unit members shall have access to telephone, radio or Intercom service in proper working order for emergency use while on duty. Training in the use of emergency communication devices will be provided by the Charter School at least annually intervals for all Unit members and at the beginning of employment for new hires or new assignments.

##### **13.2.1 Access to Communication for Teachers in Custody**

Depending upon jail policy, unit members shall have access to telephone, radio, Intercom, whistles or custody personnel within visual proximity for safety purposes use while on duty. Training in the use of emergency communication devices will be provided at least annually intervals for all Unit members and at the beginning of employment for new hires or new assignments.

#### **13.3 Threatening or Dangerous Situations**

A unit member who believes he/she is threatened or believes students are endangered shall contact the nearest Sheriff's Deputy at a jail facility, or school administrator or security personnel in the community. The unit member shall make a report to the site manager regarding the incident by the end of the work day. When necessary, the unit member shall be released from regular duties without loss of pay to complete this report. For community based programs, any staff member feeling threatened or in fear of their safety should immediately seek assistance from another staff member of community partner.

#### **13.4 Threats and Acts of Bodily Harm**

Any unit member who is threatened with bodily harm or who suffers bodily harm inflicted by an individual or group while he/she is fulfilling assigned duties shall promptly make a report to the immediate supervisor who shall inform the appropriate law enforcement agency.

#### **13.5 Safety Issues**

School will make safety issues a regular agendized item for meeting with custody staff and site contacts regarding school operations. At such time that any issue of safety arises in the work place, the Union

and Charter School agree to meet and resolve the matter as quickly as possible. When appropriate, other parties will be included in these meetings to facilitate the maintenance of a safe work environment.

### 13.6 Potential Safety Issues with Students

Managers and admin staff will appropriately note student behavior issues in the student information system. Teachers will review notes in the student information system when a new student is put on their roster so that they will be aware of any potential issues.

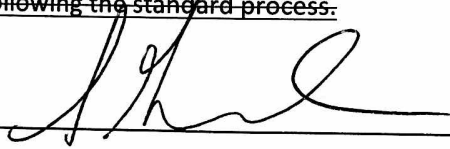
Five Keys will provide ongoing training to all teachers on diffusing difficult situations with students, including students in the mental health population and other special populations.


### 13.7 Coaching for Teachers Working with Students in Designated Severe Mental Health Units

Teachers transitioning to work with students in designated severe mental health units will be transitioned by an experienced Five Keys staff member, to help them navigate the difficulties of teaching this population. Five Keys will provide training and coaching on an annual basis at the beginning of each school year for teachers working with students in designated severe mental health units on de-escalation techniques and teaching strategies that are unique to the students in designated severe mental health housing. Teachers who start in such a unit mid-year or new employee hired mid-year will receive training prior to starting their assignment in that unit.

### 13.8 Harassment

Five Keys Schools and Programs is committed to ensure a work environment free from sexual and other forms of harassment as outlined in the employee handbook. All staff should report any incident of harassment to their manager or another manager and union representative as soon as possible in order to assure a safe and harassment free environment. ~~another manager or to Human Resources immediately or as soon as possible, in order to ensure a safe and harassment free environment. Once a report is made, the manager and Human Resources will immediately begin the investigation process to address these incidents. Once a report is made, incidents will be addressed by the administration.~~ following the standard process.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

5/16/17  
\_\_\_\_\_  
Date

## Teacher Coaches and Mentor Teachers

### ~~10.8 Lead Teachers~~

### ~~10.8 Teacher Coaches and Mentor Teachers~~

#### Teacher Coaches

Teacher Coaches will receive a stipend of \$2000 per year and will have ½ day every other week out of the classroom to perform coaching duties. We realize additional time may be necessary, which will be evaluated on a case by case basis. The number of teacher coaches will be based on a ratio of 1 coach to 12 teachers. Coaches will serve up to 5 teachers at any given time.

A teacher coach will support the professional development of other teachers and foster a coaching culture throughout the agency. Teachers may be recommended by their peers to become coaches, administration has final approval.

Primary responsibilities include instructional support of colleagues and classroom management, planning and instructional needs. Teacher coaches may be required to put in additional time necessary to fulfill the responsibilities of their job. The requirements for being a Teacher Coach:

- A credential in his or her subject area strongly preferred.
- Must have at least two years of teaching experience overall.
- Must participate in the specified coaching training.

#### 10.9 CTE and Adult School Mentors Teachers

CTE and Adult School Mentors will support teaching staff in clearing their Adult or CTE credential in accordance with LACOE's guidance and procedures. Given the substantially reduced requirements of the CTE / Adult Credential mentor versus, the BTSA mentor, stipends shall be \$500 per mentee supervised. Release time shall be provided as needed in order to fulfill the required responsibilities.

#### 10.10 BTSA Mentor Teachers

BTSA Mentor Teachers will work with teachers who are in the process of clearing their credential. BTSA Mentor Teachers receive a stipend, the amount of which will depend upon the program or agency with whom Fives Keys contracts. Release time shall be provided as needed in order to fulfill the required responsibilities.

#### 10.11 Split Shift Assignments

Language remains the same.

  
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Steve Good, Executive Director of Five Keys Schools and Programs

  
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Julián Quiñónez, UESF

  
\_\_\_\_\_  
Date