

Contract

July 2017 – June 2020

Between Five Keys Schools and Programs Teachers Union, United Educators of San Francisco Local 61, CFT/AFT, AFL- CIO, AFT/NEA and Five Keys Schools and Programs, Incorporated

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Article 1 – Agreement

This document is an agreement entered into by the parties pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code also known as the Educational Employment Relations Act.

Article 1A – Recognition

1A.1 The Board of Directors of the Five Keys Schools and Programs, Incorporated together with the Board of Trustees of the San Francisco Unified School District and all facilities and locations which Five Keys operates in recognize the Five Keys Schools and Programs Teachers Union, United Educators of San Francisco Local 61, CFT/AFT, AFL-CIO, CTA/NEA as the sole and exclusive representative for the employees covered by this agreement.

1A.2 Unit members covered by this agreement include all certificated employees, including, but not limited to, teachers, counselors, and program coordinators as defined in Section 2.6 of Article 2 of this agreement and any other employee whose primary assignment is teaching or performing duties that have that employee function in essentially the same role as a Unit member.

1A.3 Employees excluded from this agreement include management, supervisory, confidential, day- to-day substitutes, temporary non-permanent teachers subject to conditions defined in Section 2.6, non-permanent hourly working less than ten (10) hours per week, and classified employees.

1A.4 Proposed revisions in the bargaining unit shall be agreed to after discussions between the Union and Five Keys Schools and Programs.

Article 1B – Recitals

1B.1 The Five Keys Schools and Programs Teachers Union, UESF Local 61 CFT/AFT AFL-CIO CTA/NEA and Five Keys Schools and Programs, Incorporated recognizes the important role the teaching profession has in society, thus intend to use this contract as the basis for developing a strong and productive relationship based upon respect for the teaching profession and the mission of Five Keys Schools and Programs.

1B.2 Teachers' knowledge, skills and practices develop throughout their professional careers. The nature of teaching requires continuous growth in order to engage and challenge increasingly diverse students in a rapidly changing world. To this end the Five Keys Teachers Union and Five Keys Schools and Programs supports the professional development and growth of its teachers.

1B.3 The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service. The Five Keys Teachers Union and Five Keys Schools and Programs support implementation of the California Standards for the Teaching profession.

1B.4 The Five Keys Teachers Union and Five Keys Schools and Programs believes that the quality of service of the education profession directly influences the nation and its citizens, thus, teachers, supervisory staff, the board of directors and support personnel shall exert every effort to raise the professional standards, and to promote a climate that encourages the exercise of professional judgment.

1B.5 This contract shall establish a process whereby both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely manner within the context of the collective bargaining process.

1B.6 This contract sets forth the basic understanding of the terms of employment, however, is not inclusive of Sheriff Department policies which Employee and the Five Keys Schools and Programs are expected to follow.

Article 2 – Definitions

2.1 Union

Union is defined as the Five Keys Schools and Programs Teachers Union, United Educators of San Francisco Local 61, CFT/AFT AFL-CIO, CTA/NEA or its representatives or the elected officers of the Local.

2.2 Five Keys Schools and Programs

Five Keys Schools and Programs is defined as the Board of Directors of the Five Keys Schools and Programs, Incorporated (FKSP), the Executive Director, or any management employee of the Five Keys Schools and Programs.

2.2.1 Five Keys has been established and operates pursuant to the Five Keys Schools and Programs Act of 1992, Education Code section 47600, et seq. Five Keys has been duly approved by the District, according to the laws of the State of California.

2.2.2 Pursuant to Education Code section 47604, Five Keys has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (part 2, commencing with section 5110 et seq. of the Corporations Code). As such, Five Keys is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts or obligations of Five Keys, and the employees signing below expressly recognizes that he/she is being employed by Five Keys and not the District.

2.2.3 Pursuant to Education Code section 47610, Five Keys is exempt from the laws governing school districts except as specified in Education Code section 47610.

2.2.4 Five Keys shall be deemed the exclusive public school employer of the employees at Five Keys for the purposes of Government Code section 3540.1.

2.3 District

District is defined as the Board of Trustees of the San Francisco Unified School District, the Superintendent, or any management employee of the District.

2.4 Sheriff's Department

Sheriff's Department is defined as all sworn and civilian (non-sworn) employees of any Sheriff's Department with which Five Keys Schools and Programs works including deputized staff, supervisory personnel, and any other person under permanent or temporary contract with the department.

2.5 Day or Workday

Day or Workday refers to a Monday, Tuesday, Wednesday, Thursday, or Friday when unit members are required to be in attendance.

2.5.1 Work Hours: Work Hours refers to normal scheduled hours during which a unit member is required to perform duties.

2.5.1.1 Academic Calendar Hours: Academic Calendar Hours Defined These hours shall not be scheduled outside of a period beginning at 7:00 am and ending at 8:00 pm without agreement by the Union and unit member assigned those hours.

An employee hired for a position posted for the hours between 7:00am and 4:30pm shall not be required to leave his/her position for a position ending between 4:30 and 8:00pm.

An employee hired for a position posted for the hours between 7:00am and 4:30pm who voluntarily agrees to work in a position ending between 4:30 and 8:00 pm shall retain the right to return to his/her Five Keys Schools and Programs – Teachers' Union Contract – 7/2017 through 6/2020

previous position between 7:00am and 4:30 pm after at least two grading periods, if a shift between 7:00am and 4:30pm is available. If a shift is not available, FKSP administration will notify the employee when a shift does become available in the 7:00am – 4:30pm schedule and allow that employee the opportunity to shift as soon as that schedule becomes available.

For in-custody environments, the work day shall begin at 7:50 a.m. unless jail operations necessitate a change in schedule. For unit members participating in Independent Study programs or working at satellite campuses, normal working hours may vary depending upon the location; however, shall not exceed 6.5 hours per day. In cases where agreement is made to schedule a unit member outside of normal working hours, the Executive Director and Union will agree on an appropriate level of bonus compensation. Such bonus compensation shall be paid at the unit member's hourly rate, provided that for all hours worked in excess of 8 hours in a day or 40 hours in a week, compensation shall be paid at one and one-half times the unit member's hourly rate.

2.5.1.2 Non-Academic Calendar Hours: Non-academic Calendar Hours Defined These hours shall not be scheduled outside of a period beginning at 7:00 am and ending at 4:30 pm without agreement by the Union and unit member assigned those hours. For unit members participating in Independent Study programs or working at satellite campuses, normal working hours may vary depending on the location to accommodate the specific needs of those programs or locations. At no time will total hours worked exceed 7.5 hours per day. In cases where agreement is made to schedule a unit member outside of normal working hours, the Executive Director and Union will agree on an appropriate level of bonus compensation.

2.6 Unit Member

Unit member refers to anyone protected by this contract as a member of the Union including probationary and permanent employees whose primary responsibility is teaching, counseling students, coordinating education programs, performing duties as teachers, mentoring, and/or graduation planning.

2.6.1 Exclusions: Persons whose duties are listed in 2.6 but who are not part of this agreement include individuals employed by another agency but who are under contract with FKSP. Excluded persons shall not be employed by FKSP without prior written notification to the Union by FKSP and shall not be employed for the purpose of limiting access to employment protections guaranteed under this contract.

2.6.1.1 Sometimes, it may become necessary to hire temporary non-permanent credentialed teachers to fill short term assignments. These positions include staff for summer school, for replacement of an existing bargaining unit position mid school year, and positions needed to fulfill a short term assignments of limited duration. In these cases, the school agrees to notify the union in advance that a temporary assignment is required and the union agrees that these positions will not be covered by this agreement, subject to the following conditions:

2.6.1.1.1 Summer school teachers, who will be paid the same rate as bargaining unit members doing the same work and shall work only for the five week summer session and a maximum one week (five days) training period. Temporary summer teaching positions will only be filled after these job opportunities are posted and offered to bargaining unit members who may want to fill them during their summer recess.

2.6.1.1.2 Teaching positions created when an assignment is vacated by a bargaining unit member part way through the school year. Temporary credentialed teachers may be used to fill these positions for no longer than four (4) semesters. If the temporary employee is retained beyond this length of service, they will be automatically converted to a probationary teacher and will become a bargaining unit member covered by this agreement. In this case, the probationary period will include the entire length of employment including that time designated as temporary.

2.6.1.1.3 Teaching positions created to fill a short term assignment lasting no longer than six (6) months when the assignment is the result a unique situation that is created to meet temporary program needs. Should a short term assignment last longer than six (6) months, the temporary employee will be automatically converted to a probationary teacher and will become a bargaining unit member covered by this agreement. In this case, the probationary period will include the entire length of employment including that time designated as temporary.

2.7 Probationary Unit Member

Probationary unit member refers to any full-time unit member who has not yet achieved permanent status with FKSP. As defined in paragraph 2.7.1, the first and in some cases second year of full-time employment with FKSP is the Probationary period.

2.7.1 Terms of Probation: Probationary period will consist of a first year during which time qualified FKSP administrators will train, supervise and evaluate the competency of the probationary employee to perform assigned duties. At the end of the first year, administration will determine whether to grant employee permanent status or continue the probationary period for a second year. During the first six (6) months of employment, probationary teachers shall be at-will. In circumstances where a second year is deemed necessary, the Executive Director or his or her designee will meet with the employee and a representative of the Union to discuss the results of the first year evaluation and plan for the second year.

2.8 Permanent Unit Member

Permanent unit member refers to any unit member working who has completed her/his probationary period which shall not exceed two (2) years from start date.

2.9 Part-Time Unit Member

Part-time unit member refers to any unit member working less than 30 hours per week.

2.10 Service Year

The School Year begins on July 1 and ends on June 30. Years of service shall begin on the unit member's first day of employment.

2.10.1 ADA Funded Academic Calendar Service Year: Each 210 day teaching span at 32.5 hours per week will be considered one service year and shall be reported as such to State Teacher's Retirement System. 30 hours per week is to be considered "full time".

2.10.2 CTE Calendar Service Year: Shall be determined by each contract. For Los Angeles CTE Contract, each 251 day work-span at 32.5 hours per week will be considered one service year and shall be reported as such to appropriate entities. For Alameda County CTE contract, each 220-day work span at 32.5 hours per week will be considered one service year and shall be reported as such to appropriate entities.

Article 3 – Union Rights

3.1 Rights of Communication Access

The Union shall have access to mail boxes maintained by the Five Keys Schools and Programs for unit members and may use Five Keys Schools and Programs means of communication such as email and/or voice mail to communicate with its unit members and members with each other. The Union may also use bulletin board space for postings. Bulletin board space will be provided by the Five Keys Schools and Programs at each site where Unit members are assigned at a mutually agreed location.

3.2 Unit Communication with the Board of Directors

The Union shall have the right to communicate with members of the Board of Directors at any of their regularly scheduled meetings and may appear on the agenda of said meetings subject to the Board's reasonable rules regarding the conduct and procedures for such meetings.

3.3 Five Keys Schools and Programs Communication

Two copies of any Board Meeting Agenda and all supporting documents, excluding confidential personnel materials, shall be provided to the Union at the same time that such materials are provided to the Board of Directors. Said materials shall be sent to the Union president, and to a person so designated by the Union president.

3.4 Membership Fees

The Five Keys Schools and Programs agrees to deduct union membership dues and service fees and to forward to the Union within five working days following the end of each pay period such sums with an itemized list of the employees from whom said dues are deducted, including the amount deducted. Unit members must sign and deliver to the Five Keys Schools and Programs an authorization for the deduction of Union membership dues, fees and general assessments subject to the following:

Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Five Keys Schools and Programs shall make such deductions in the amounts specified by the Union. Upon appropriate written authorization from a unit member, the Five Keys Schools and Programs shall deduct from the salary warrant of said employee and make appropriate remittance for annuities, credit unions or any other plans or programs required by law or which are associated with Union membership, including but not limited to insurance programs, credit unions, Agency Fee, etc. (Also see Article 3.15)

3.5 Unit Communication with the Teaching Faculty

Within 15 workdays following the beginning of each Academic year, the Five Keys Schools and Programs shall send to the Union a list of all unit members including each member's name, home address, home telephone number, email address, number of hours to be worked for the year, years of Five Keys Schools and Programs service and pay rate.

3.6 Union Release Time

The Union may designate up to two representatives to attend, without loss of pay or other benefits, a reasonable number of meetings and conferences where it is demonstrated that such attendance is necessary to fulfill their legal responsibilities as the exclusive representative. In addition, the Union may designate a reasonable number of representatives to attend a reasonable number of meetings and conferences on union business at no cost to the Five Keys Schools and Programs. The Union shall reimburse the Five Keys Schools and Programs for the cost of a substitute in this latter case, if one is employed. In the event a substitute is not available the union shall, upon request, reimburse the Five Keys Schools and Programs for ADA lost as a result of the terms outlined in this section.

3.7 Agreement Copies

Copies of all agreements between the parties and addenda thereto shall be distributed by the Five Keys Schools and Programs to each unit member. The Five Keys Schools and Programs' representative shall meet with the Union's representative within fifteen (15) days following ratification for the purpose of proofreading the agreement. The final document will be printed at Five Keys Schools and Programs expense.

3.8 Union Representative Release Time

The Union shall be given reasonable release time with pay for its representatives for meetings with the Charter School for the purposes of meeting and negotiating and for processing grievances. The Union and Five Keys Schools and Programs shall agree upon a time to meet that minimizes disruption to the instructional day. If such meetings extend beyond 11:00 p.m., the Union representatives shall be excused with pay from their duties the following day.

3.9 Information For and About New Teachers

At the time of hire, each new unit member shall be given a copy of this contract, and the Five Keys Schools and Programs shall notify the Union in writing the name of the new employee, the date of hire, the home address, the home phone number, the email address, and the assignment including the number of hours per week and per year.

3.10 Format for Information

The School shall supply the Union with an electronic (Excel format) list of eligible bargaining members showing their names, ID number, home addresses, work and home telephone numbers, dates of hire, job titles, rates of pay and hours per week twice a year and upon request. The school shall also supply the Union with this information about new eligible bargaining members' information as it becomes available. To the extent possible, the information shall be provided in a format for successful importing into the UESF system.

3.11 Right of Access

Authorized representatives of the Union shall have the right to transact official Union business within facilities used by the Five Keys Schools and Programs at all reasonable times provided that such activities do not interfere with Sheriff Department programs, classroom instruction or a unit member's workday. The administrator on duty shall be informed if a visitor enters a school site on Union business. Union representatives shall be required to follow normal Jail Clearance procedures. Sheriff's Department reserves the right to deny access to any person from entering a Sheriff's Department facility. In cases where a Union representative is denied access to a facility, the Sheriff's Department will notify the Union as to the reason for the denial within twenty-four (24) hours of the decision. At no time will the sole cause for denial of access be to limit the rights of bargaining unit members from representation.

3.12 Teacher Involvement

The Union and the Five Keys Schools and Programs agree to pursue methods of decision making which include teacher input when appropriate. The Union shall appoint faculty representatives to any Five Keys Schools and Programs committee that has non-management employee representation. All issues within the scope of collective bargaining or representation shall be communicated to the Union in writing for possible negotiation, unless the Union expressly waives that right in writing through deferral to a specific committee.

3.13 Job Postings

FKSP shall provide the Union with a copy of all job postings by emailing the information to the Union office at the time of posting.

3.14 Requesting a Substitute

Teachers shall be provided with and have equal access to the existing FKSP substitute pool list. Unit members who request time off work in advance will work with FKSP to secure qualified substitutes from the current substitute pool. 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.

3.15 Education Reimbursement

Teachers shall be reimbursed for enrollment fees for courses or workshops to further professional development that is consistent with the school's established teacher professional development goals. All courses and workshops must be pre-approved by the teacher's Assistant Director or Regional Director. A request for reimbursement must be made to the Regional Director two weeks prior to the start of the course or workshop.

3.16 Agency Fee

For the term of this agreement all current and future employees of FKSP described in Article 2.6 shall, as a condition of continued employment become and remain a member of the Union or, in lieu thereof, pay a service fee to the Union. Such service fee (also called Agency Fee) payment shall not exceed the standard initiation fee, periodic dues and general assessments. The service fee payment shall be established annually by the Union, provided that such fee shall be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours, and other terms and conditions of employment.

3.17 Religious Exemption

If an employee covered by this agreement sincerely holds religious beliefs that include conscientious objections to joining or financially supporting a labor organization, the employee shall not be required to pay a service fee. In lieu of paying a service fee, the employee shall pay a charitable contribution equal to the service fee to one of the following charitable organizations: (1) United Way of the Bay Area, (2) Bay Area Chapter of the Red Cross, or (3) Community Health Charities of California (San Francisco/East Bay Branch). Such contributions shall be paid in the amounts and at the times the service fee would otherwise be paid if the employee were not exempt under this paragraph. The employee shall provide FKSP and the Union with an acknowledgment of receipt from the charitable organization or other satisfactory evidence that the contribution has been made.

3.18 Professional Development

Each October, unit members shall be surveyed for desired professional development subjects. Subjects identified by a plurality of unit members shall have priority in what is offered in professional development for the following year.

Article 4 – Grievance Procedures

4.1 Definitions

4.1.1 A grievance is a claim by a unit member or by the Union that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.

4.1.2 A day for the purposes of this Article only unless otherwise specified, is any day the Five Keys Schools and Programs office is open for business and unit members are required to work.

4.1.3 A grievant refers to any employee of the bargaining unit that files a grievance with the union covered by the terms of this Agreement or to the Union. Two or more unit members sharing an identical claim with substantially the same adverse effect may jointly file a single grievance by signing the document of complaint.

4.1.4 A conferee is a representative of the grievant's choice who may accompany the grievant at any level of the grievance procedure prior to arbitration.

4.1.5 A site manager is a person with immediate jurisdiction over the grievant.

4.2 Purpose

4.2.1 The purpose of this procedure is to secure at the lowest possible administrative level solutions to the problems which may, from time to time, arise concerning the provisions of this Agreement.

4.2.2 It is completely understood and agreed that nothing contained herein will be construed as limiting the right of any employee of the bargaining unit having a grievance to discuss the matter with the Executive Director or his/her designee and to have the grievance adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given an opportunity to be present at such adjustment and to state its views.

4.3 Procedure

4.3.1 Time Table: Since it is important that the grievance be processed as rapidly as possible, the time table specified at each level hereafter followed should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, may however be extended by mutual agreement.

4.3.2 Time Limits: In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4.3.3 Level One: Within ten (10) working days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must first discuss it with his/her immediate supervisor, at a mutually agreeable time, either directly or through the Union's designated representative, with the objective of resolving the matter.

4.3.4 Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at LEVEL ONE, or if no written decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the Executive Director's office and the president of the Union within five (5) working days after the decision at LEVEL ONE or fifteen (15) days after the grievance was presented, whichever is sooner.

4.3.4.1 The grievance shall be in writing and shall include:

- 4.3.4.1.1 The name of the aggrieved.
- 4.3.4.1.2 The date of the alleged violation.
- 4.3.4.1.3 The provision or provisions allegedly violated including supporting data.
- 4.3.4.1.4 The specific remediation proposed by the aggrieved.

4.3.4.2 Within ten (10) working days after the receipt of the written grievance by the Executive Director's office, he/she or his/her designee will meet with the aggrieved and a representative of the Union in an effort to resolve it.

4.3.4.3 Level Three: If the aggrieved is not satisfied with the disposition at Level Two, or if no decision has been rendered within ten (10) days after the Level Two filing, the grievant may ask the Union to appeal the grievance within ten (10) days after the Level Two decision should have been transmitted. The request to appeal to Level Three shall be made to the Union, with a copy to the Executive Director. The Union shall have thirty (30) working days to determine whether to appeal to arbitration. The discretion to appeal to arbitration rests solely with the Union.

- 4.3.4.3.1 The parties shall attempt to select a mutually acceptable impartial arbitrator. If the signatory hereto are unable to agree upon an arbitrator within ten (10) working days, a request for a

list of arbitrators shall be made to the California State Mediation & Conciliation Service by either party, and the parties will then be bound by the C.S.M.C.S. rules in the selection of an impartial arbitrator and the conduct of the arbitration. If none of the arbitrators named on the list is acceptable, a new list may be requested.

4.3.4.3.2 The parties shall attempt to mutually agree upon the issue or issues to be submitted to the selected Arbitrator. If the parties cannot agree upon the submission statement, each party may submit its own arbitrator's submission statement, and the Arbitrator shall then determine the issue or issues, by referring to the grievance and the answers thereto at each step.

4.3.4.3.3 The Arbitrator so selected will confer with the representatives of the Five Keys Schools and Programs and the Union and will schedule hearings to be held promptly and will issue his/her award not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral briefs have been waived, then from the date the final statements and proofs were submitted to him/her. The Arbitrator's award will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue or issues submitted. The Arbitrator will be without power or authority to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, and regulations and procedures of an act prohibited by law, or which is in violation of the terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties.

4.3.4.3.4 The costs for the services of the Arbitrator, including per diem expenses, if any and his/her travel and subsistence expenses, and the costs of any hearing room will be borne by the party the award is against. All other costs will be borne by the party incurring them.

4.3.4.5 Reprisals & Representation:

4.3.4.5.1 Reprisals of any kind will be taken by the Executive Director or his/her designee or by the Board of Trustees or their representative against any employee of the bargaining unit who exercises his/her rights under this provision.

4.3.4.5.2 Unit Member may be represented up to arbitration by her/himself or any other person of her/his choosing.

4.3.4.5.3 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any unit member.

4.3.4.5.4 Forms for filing grievances will be prepared jointly by the parties.

Article 5 – Employee Rights

5.1 Public Charges

5.1.1 A charge or a complaint against a unit member by a member of the public shall be treated as confidential and shall not be made public by the Five Keys Schools and Programs or the unit member.

5.1.2 A formal charge/complaint against a unit member by a member of the public shall be reduced to writing and signed by the person making the charge. A copy of the written charge/complaint shall be provided to the unit member no later than ten (10) days following receipt of the charge. The unit member shall be permitted to submit within ten (10) days a written response. The response shall be attached to the written charge.

5.1.3 Human Resources shall conduct an investigation to determine the merit of the complaint. This investigation shall include a meeting between Human Resources and the unit member. The unit member shall be informed of his/her right to representation prior to the meeting and shall sign a formal waiver of such representation if the unit member declines representation.

5.1.4 The Five Keys Schools and Programs shall not refer any matter, whether it stems from a charge or complaint by a member of the public or not, to any partner with which we work, either In-Custody or in the Community or make any disparaging statement concerning a unit member to any partner, or seek to have a unit member's Jail Clearance terminated for any reason except as required by a Sheriff's Department or Community Partner policies unless (a) a decision to terminate the unit member's employment has been made in accordance with the requirements of section 5.3 below and (b) the unit member and Union have exhausted their rights to appeal such decision under the grievance procedures in this agreement. Should a teacher be the subject of an investigation by a partner organization, the teacher shall be reassigned or placed on paid leave pending the results of the investigation.

5.1.5 When charges are made that require referral to the partner organization or when the partner organization conducts an investigation of a unit member for any reason, whether stemming from a charge or complaint by a member of the public or not, the unit member will be informed in writing of the referral and/or investigation. At the conclusion of the investigation the unit member will be informed of the results of the investigation. If an interview of the unit member is necessary the unit member will be informed at the time of the interview the nature of the charges, the possible disciplinary action, and that he or she is entitled to representation.

5.1.6 During an investigation by a partner organization the unit member may request periodic updates from the Executive Director or designee as to the status of the investigation. The Executive Director or designee shall request information from the partner organization and will forward the results of that request, including any information provided, to the unit member immediately upon receipt. Unit members shall not make requests for information more than once every ten (10) days. The Executive Director or designee will provide updates as to the status of the investigation to the unit member should they be provided by the partner organization within 24 hours of receipt.

5.1.7 Any material finding of the partner organization shall supersede school policy.

5.2 Termination of Jail Clearance

5.2.1 The parties acknowledge that a Sheriff's Department may terminate the Jail Clearance of unit members who fail to follow Sheriff's Department Policy.

5.2.2 Findings of a Sheriff's Department resulting in Jail Clearance being terminated are non-grievable since the decision to terminate clearance falls outside the authority of Five Keys Schools and Programs.

5.2.3 If a unit member's Jail Clearance is terminated for any reason, the following shall apply:

5.2.3.1 At such time as the unit member has exhausted his or her rights to appeal such decision through the Sheriff's Department, the unit member shall be either (a) temporarily reassigned to a position, if available, that does not require Jail Clearance or (b) placed on paid leave.

5.2.3.2 Otherwise, the unit member shall be either (a) permanently reassigned to a position, if available, that does not require Jail Clearance or (b) laid off, provided that the provisions of Article 21 shall not apply to unit members laid off under this section. Such unit members shall have a preferred right to reappointment as follows:

5.2.3.2.1 Unit members laid off under this section shall have a preferred right to reappointment in order of seniority to vacant positions for which they are certificated and that do not require Jail Clearance for twenty-four (24) months from the date of layoff.

5.2.3.2.2 A permanent unit member may waive or defer his or her preferred right to reappointment for up to one (1) year without prejudice. The waiver shall not deprive the unit member of subsequent offers of reappointment.

5.2.3.2.3 Unit members laid off under this section shall have first preference, in order of seniority, for opportunities to serve as substitute teachers, provided that they shall not serve as substitute teachers for assignments requiring Jail Clearance.

5.2.3.2.4 Unit members laid off under this section who have a preferred right to reappointment shall be mailed or e-mailed notice of job openings at the same time they are made known to other unit members.

5.2.3.2.5 When a unit member laid off under this section is reappointed, the period of the unit member's absence shall be treated as a leave of absence and shall not be considered a break in service. The unit member shall retain the order of employment the unit member had when the layoff occurred.

5.2.3.2.6 The Five Keys Schools and Programs shall not terminate a permanent unit member on layoff status without complying with the provisions in section 5.3.

5.3 Discipline

Any disciplinary action taken against a unit member shall be for just cause, shall be progressive and shall be consistent with or appropriate to the offense. Progressive discipline shall include the following steps: 1) oral warning (which is documented), 2) written warning, 3) written reprimand, 4) suspension for up to ten days, 5) additional action including possible termination. Disciplinary action shall be consistent with or appropriate to the offense. Certain serious offenses may preclude initial steps in the progressive disciplinary process requiring written reprimand or suspension to replace the initial steps. In the event that a grievance is filed, any proposed disciplinary action shall be stayed until such procedures have been exhausted or, in the event of an arbitrator's ruling, sustained. No disciplinary action shall be taken against a unit member on the basis of an unsubstantiated charge.

5.4 Decision

A decision by the unit member not to respond to the complaint/charge or not to file a grievance shall not be construed as an admission of guilt.

Article 6 – Personnel Files

6.1 Inspection of Personnel Files

Materials in personnel files of Unit Members that may serve as a basis for affecting the status of their employment will be made available for the inspection of the person involved. These materials may be inspected by the Unit Member upon request, provided that the request is made at a time when the Unit Member is not actually required to render services to the Five Keys Schools and Programs.

6.2 Derogatory Information

Information of a derogatory nature, except material excluded from the unit member's inspection by law, shall not be entered or filed unless and until the unit member has been given notice, a copy of the material, and an opportunity to review such information and to have attached to it his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction. The unit member shall have the right to be accompanied by a designated representative.

6.3 Unit Member's Request for Review

At the unit member's request, derogatory material shall be reviewed by the unit member and Executive Director after the material has been filed for two (2) years. If there have been no further derogatory entries regarding the same matter, at the employee's request, said material shall be reviewed by the Board of directors and then removed from the file and destroyed.

6.4 Unit Members' Requests for Inclusion in File

A unit member may request the placement of material in his/her personnel file which he/she feels is pertinent to his/her professional career.

Article 7 – Employment Rights and Procedures

7.1 Making Assignments of Classes

In making assignments of classes, priority consideration shall be given to filling the assignments of unit members with permanent status. Second priority will then be accorded unit members with probationary, then part-time status on the basis of seniority. Five Keys Schools and Programs seniority shall be calculated on the basis of first date of hire of continuous employment within the Five Keys Schools and Programs without a break in service. While priority consideration shall be given to filling assignments, Five Keys Schools and Programs retains the right to reassign a teacher to a different location or subject area at its discretion. A Five Keys Schools and Programs- initiated layoff shall not be considered a break in service unless the unit member refuses placement at two or more reinstatement positions following the layoff.

7.2 New Positions Added

A vacancy exists whenever a new position is added to the bargaining unit or when a unit member vacates a position through resignation, retirement or death.

7.3 Vacancies Posted

All vacancies shall be posted for no less than five (5) calendar days. Each notice shall contain the job title, a description of assigned duties, minimum qualifications required of applicants, beginning and ending dates of the assignment, total number of hours of the assignment, number of hours to be worked per week, the days of the week and times of day when the winning candidate is expected to complete the assigned duties, and location of assignment. Postings shall be made in all places where unit members frequent throughout the Five Keys Schools and Programs sites where classes are held.

7.4 Unit Members Interviewed

All unit member applicants who meet the posted minimum qualification for a position shall be interviewed for vacancies for which they apply. If more than one vacancy with similar requirements exists at a given time, interviews for all such similar positions may be consolidated to expedite the hiring process.

7.4.1 Criteria for Voluntary Transfer

The following criteria 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. 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 school-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.

7.5 Eligibility

Nothing in this Article shall be construed as denying Unit member's equal eligibility to apply for two or more positions which would result in the Unit member's attainment of probationary or permanent status.

7.6 Interfering with Progression

No assignment shall be shortened or curtailed by the Five Keys Schools and Programs for the purpose of preventing a Unit member from attaining enough hours to attain probationary or permanent status.

7.7 Notice of Intent to Cancel Classes

Whenever it is decided to cancel a class because of insufficient enrollment, a Notice of Intent to Cancel a Class shall be issued by the Five Keys Schools and Programs at least five (5) days prior to the proposed cancellation date. In the interim the Union and/or the instructor may contact the immediate supervisor to discuss ways to avoid the cancellation.

7.8 Work Calendar

The work calendar year for unit members shall be negotiated annually and shall be reflected on calendars produced by the Five Keys Schools and Programs. See Appendix A for current calendar. In LA, negotiations shall take place in October. In San Francisco, negotiations shall take place in April or within one month of SFUSD schedule being posted and the Union making a request to meet, whichever occurs first.

7.11 New Hire Orientation Checklist

A new hire orientation checklist for orientation shall be developed and provided for newly hired Unit members by fall semester 2015. Such orientation list shall be provided to the new hire.

7.12 Reassignment

When the Five Keys Schools and Programs deems it necessary to reassign a Unit member to duties and responsibilities outside of their normal daily assignment, both parties agree to confer on the impact the reassignment has on the Unit member's normal duties. At no time will the Unit member be responsible for performing the tasks normally done by two or more individuals without fair and agreed to compensation.

Article 8 – Evaluation

8.1 Evaluation System

The teacher evaluation system shall be based upon the demonstration of the California Standards of the Teaching Profession.

8.1.1 Non-teacher bargaining unit member's evaluation process shall mirror teacher evaluation.

8.2 Objective

Both parties agree that the principal objective of evaluation is to assess bargaining unit member performance in order to maintain and improve the quality of education in the Five Keys Schools and Programs. This objective is best met in an atmosphere of mutual respect, shared knowledge of the evaluation process, and trust between the parties to the evaluation.

8.3 Right to Representation

The bargaining unit member has the right to union representation at any conference that the member deems necessary and shall give the evaluator reasonable prior notice of said representation. Good faith efforts shall be made by all the parties to schedule conferences in a manner that will allow deadlines to be met.

8.4 Probationary Members

Every bargaining unit member in a probationary status shall be evaluated by his/her immediate supervisor in writing at least once each school year.

8.5 Permanent Unit Members

Every permanent bargaining unit member shall be evaluated by his/her immediate supervisor in writing every two (2) years, but may be evaluated in consecutive years under the following conditions:

8.5.1 The permanent bargaining unit member receiving a rating of “Unsatisfactory” or “Improvement Needed” on the prior year’s Summary Evaluation Report (SER).

8.5.2 The evaluator has just and sufficient cause for another evaluation.

8.6 One Process

One evaluation process shall be used for all bargaining unit members. In subsequent years a short form may be developed as part of the collective bargaining process, should the need arise.

8.7 Complete Assessment

8.7.1 A complete assessment for bargaining unit members shall include:

8.7.1.1 A pre-observation conference between the evaluator and the unit member.

8.7.1.2 A teaching observation of at least 40 minutes will take place, for the first observation. The exact time will be scheduled by mutual agreement between unit member and evaluator.

8.7.1.3 Summary Evaluation Report and conference in which the unit member has an opportunity to obtain clarification and feedback from the evaluator.

8.7.1.4 A second observation may be scheduled during a five (5) day window. The observation will be at least 40 minutes long and the evaluator shall inform the unit member prior to class beginning, that the observation will take place on that day.

8.8 Non-Site-Based Teachers

Evaluation of other bargaining unit members shall follow the same procedure as site based teachers except that the observation shall occur in the regularly assigned work environment.

8.9 Qualifications and Preference of Evaluator

8.9.1 Administrators assigned to conduct evaluations must have training and/or experience in classroom management, pedagogy, and methodology sufficient to professionally conduct observations, make assessments and evaluate teacher performance. When a non-teacher is being evaluated, the administrator will have sufficient knowledge of the position to assess and evaluate employee performance. More than one administrator may be assigned to conduct an evaluation of an individual unit members, however all evaluators and their roles must be disclosed at the beginning of the evaluation process.

8.9.2 Bargaining unit members may submit a request in writing to the Chief Academic Officer or the HR Manager for a preference of evaluator. The bargaining unit member’s request will be considered in the assignment of an evaluator.

8.10 Evaluation Conference Procedure

8.10.1 At the time in which the evaluation process begins, unit members will be given electronic copies of the Teacher Evaluation Guidelines and the full California Standards for the Teaching Profession.

The responsible administrator shall also provide a copy of the Pre-Conference Self Evaluation Form to the employee, giving them least ten (10) working days to complete the form prior to conducting an individual pre- observation conference. This conference shall focus on the elements upon which the evaluation is to be based. The completed self-evaluation form will be discussed and used as a guide for the employee and evaluator during the classroom or workplace observation(s). There may be discussion of circumstances affecting the bargaining unit member's ability to be evaluated positively, such as, but not limited to: the educational capabilities of the learners, availability of support personnel and/or necessary technology, the appropriateness of the learning or work environment, and the job description of the bargaining unit member.

8.10.2 In the event of a disagreement over the objectives, standards, and/or evaluation schedule, the bargaining unit member and the evaluator shall:

8.10.2.1 Make a good-faith effort to resolve the differences themselves.

8.10.2.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the differences. The third party shall recommend alternatives to the bargaining unit member and evaluator.

8.10.2.3 If either the bargaining unit member or evaluator reject the proposed alternatives, each shall have the opportunity to state his/her position on the matter(s) in dispute, and the bargaining unit member may attach a written statement to the SER.

8.11 Observation

The evaluator shall normally make an observation of the bargaining unit member's performance within at least two (2) full semesters after the pre-observation conference. This will allow unit members to have time to gather evidence of the growth they have made, within their focus areas. Evidence can include, but is not limited to, professional development courses, email correspondence, lesson plans or sample student work. The evaluator will then provide the teacher with a list of five (5) school days in which the observation can take place.

8.12 Verbal Report

Within five (5) school days after the conclusion of the observation of the classroom teacher and prior to the preparation of the SER, the evaluator shall provide a verbal report to the teacher regarding the observation, if the teacher so requests.

8.13 Summary Evaluation Report

Within ten (10) school days after the observation(s), the evaluator shall prepare the completed SER and present it for discussion with the unit member.

8.14 Additional Conference

If the bargaining unit member requests an additional conference after receiving the SER, the evaluator shall schedule and hold such a conference within a period of ten (10) school days after the teacher's receipt of the written report.

8.15 Need for Improvement

If a need for improvement is indicated by the evaluator, the evaluator or his/her designee shall provide affirmative assistance in an effort to improve the teacher's performance. Such assistance shall include, but not be limited to, a demonstration lesson and a supply of the appropriate resource material, if requested. This

assistance shall also include release time for the teacher to visit and observe similar classes or activities at his/her own site or at other sites.

8.16 Administrative Personnel

Only administrative personnel employed by the Five Keys Schools and Programs shall participate in the evaluation of a unit member.

8.17 Published Norms

Evaluations shall not include the use of published norms established as a result of standardized tests. Student test scores from standardized tests shall not be used to evaluate teacher performance.

8.18 Non-Classroom Assigned Teachers

Each evaluation of non-classroom assigned teachers and other bargaining unit members shall be of sufficient length to effectively assess the duties and responsibilities being evaluated.

8.19 Statements in SER

All statements on the SER shall relate to job performance.

8.20 Written Response

Bargaining unit members shall have the right to submit a written response within ten (10) working days after receipt of the SER. If the bargaining unit member submits a written response, it shall be attached to the evaluator's report and filed in the personnel file.

8.21 Unsatisfactory or Improvement Needed

Upon receiving an "Unsatisfactory" or "Improvement Needed" evaluation, the teacher may petition the Regional Director or the Director of HR in writing to request that he/she appoint another administrator from within the Five Keys Schools and Programs to conduct a supplementary assessment of the SER. The Regional Director or the Director of HR will respond to this request within ten (10) working days of receipt of the request. The review of the evaluation will take place at the earliest possible time. All supplemental written reports will be included in the bargaining unit member's personnel file, attached to the initial report.

8.22 Performance of Non-Bargaining Unit Persons

The performance of non-bargaining unit persons working within a teacher's or staff member's program shall not adversely affect the teacher's or staff member's evaluation.

8.23 Recording Devices

Without prior knowledge and approval of the teacher, no recording and/or listening device may be used for evaluation purposes in a classroom.

8.24 Ratings

All evaluation forms shall contain no ratings other than those jointly developed by the Union and the Charter School: Exceeds Criteria, Meets Criteria, Improvement Needed, and Unsatisfactory.

Article 9 – Leaves of Absence

9.1 Personal Illness or Injury

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 pay out 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.

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.

9.2 Bereavement Leave

All members of the bargaining unit shall be entitled to the following days of bereavement leave upon the death of a family member. Family member is defined as immediate family, such as parent, spouse, partner, child, step-child, in-laws, sibling, grandparent, grandchildren or any person living in his/her household. Unit members may appeal for exceptions to this policy to Human Resources and the Executive Director.

9.2.1 three days if the travel distance is less than 300 miles, or

9.2.2 four days if the travel distance is between 300 and 399 miles, or

9.2.3 five days if travel exceeds 400 miles.

9.3 Jury Duty Leave

9.3.1 A unit member who serves on jury duty will be granted paid leave of absence. The unit member will provide a copy of jury duty summons to their immediate supervisor and to Human Resources as soon as possible.

9.3.2 If a unit member is required to report for Jury Duty, they will notify their immediate supervisor as soon as possible regarding the time they are required to report. If they are not required to report for Jury Duty, the unit member will report to work as scheduled. Unit members will communicate to their immediate supervisor and Human Resources throughout the jury duty service as to the status and anticipated length of the jury duty service, if such service extends beyond one day.

9.3.3 If the unit member is compensated for jury duty service, the School will pay the difference between the jury duty compensation and their regular salary.

9.4 Industrial Illness & Accident Leave

- 9.4.1 An “industrial accident or illness” means any injury or illness whose cause can be traced to the performance of services for the Five Keys Schools and Programs.
- 9.4.2 The total of the certificated employee’s temporary disability indemnity and the portion of salary due her/him during her/his absence shall equal her/his full salary or as required by law.
- 9.4.3 A certificated employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as s/he and her/his physician agree that there has been such a recovery. The Five Keys Schools and Programs has the right to determine fitness to return to work based upon a statement from a certificated employee- selected physician.
- 9.4.4 The Board’s report of an industrial accident or illness shall be kept on file in the Five Keys Schools and Programs office. An industrial illness or accident shall be reported to the Five Keys Schools and Programs office within twenty-four (24) hours of occurrence.
- 9.4.5 The benefits provided in this section are in addition to sick leave benefits. Accordingly, the Five Keys Schools and Programs shall not deduct accumulated sick leave from the sick leave allotment of each certificated employee who is absent as a result of an industrial accident or illness (Education Code 44984).
- 9.4.6 The employee shall endorse all compensation checks to the Five Keys Schools and Programs during the period of industrial leave.

9.5 Extended Illness & Accident Leave

- 9.5.1 If a teacher employed on a school year basis is absent on account of catastrophic illness or accident including maternity leave for a period of one hundred (100) school days or less, such employee shall be paid:
- 9.5.1.1 His/her full salary for such absence, if such period does not exceed the unused portion of his/her current accumulated sick leave benefits.
- 9.5.1.2 The difference between his/her pay and that paid a substitute, or which would have been paid a substitute had such been employed for five (5) months after his/her accumulated sick leave is used up.
- 9.5.1.3 If a teacher is absent for a period in excess of five (5) months, he/she shall receive no compensation for such period in excess of five (5) months, not including sick leave in such time computation. Said five (5) month period shall start to run the day after such employee uses up his/her current and accumulated sick leave benefits.
- 9.5.1.4 If any absence, excluding sick leave, results in the teacher's failure to be employed for a complete school year, that teacher shall not be entitled to any benefits which are based upon such teacher performing his/her duties for a complete school year. The Executive Director or his/her designee shall require certification from a regularly licensed physician verifying the illness, accident or pregnancy or recovery there from for such extended period of time.

9.6 Family Medical Leave Act Compliance

- 9.6.1 As set forth in federal and state law, unit members with 12 months of service and 1250 hours worked in the preceding year of the leave, are eligible for unpaid time off for qualifying reasons under the Family Medical Leave Act, the California Family Rights Act and the Pregnancy Disability Act. These qualifying reasons include: pregnancy disability, parental leave/bonding leave and serious health condition of self or family member or The School will comply with all aspects of these laws as they apply to unit

members. Except as outlined in the articles below, all regulations outlined in these Federal and State laws will apply to unit members requesting leave.

9.6.2 For purposes of the 1250 hour requirement under Federal law, the School will consider unit members working at least 62.5% of a full-time schedule to be eligible for these leaves.

9.6.3 Unit members will be required to use their accrued paid time off concurrently with all leaves, prior to taking unpaid time off, unless otherwise prohibited by law.

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.

9.8 Catastrophic Leave Bank

9.8.1 A Catastrophic Leave Bank will be established and will be available to all employees who have exhausted their accrued leave and require additional time off for FMLA/CFRA qualifying reasons. The Catastrophic Leave Bank has the following guidelines:

9.8.1.1 The Catastrophic Leave Bank is a general bank available to all employees and is not specific to one person.

9.8.1.2 A unit member may donate up to 5 days (32.5 hours) per school year to the Catastrophic Leave Bank. Non-unit member employees may donate up to 5 days (37.5 hours) per school year to the Catastrophic Leave Bank.

9.8.1.3 The Catastrophic Leave Bank may only be used for qualifying medical leave (FMLA/CFRA qualifying medical reason, not bonding or parental leave), or bereavement leave for a spouse, partner, child or parent.

9.8.1.4 Employees may only apply for the catastrophic leave after their own accrued paid time off has been exhausted. Employees may apply for Catastrophic Leave privately, through Human Resources, who would use FMLA and CFRA regulations to determine eligibility for the use of the Catastrophic Leave Bank.

9.8.1.5 Catastrophic Leave may only be used for medical leave purposes and will be used to make up the difference for a reduced hour or non-worked pay period on an employee's paycheck and not given as a deposit into the employee's accrued time off banks.

9.8.1.6 The use of Catastrophic Leave does not automatically extend any statutory leave, but shall be used as income replacement when such leave is necessary.

9.8.1.7 When leave is donated, it is converted into a dollar amount into the Catastrophic Leave Bank, based on the donator's rate of pay. When it is taken, the recipient's hourly rate is used to determine how much leave will be used.

9.8.1.8 When the balance of the Catastrophic Leave Bank balance is low or upon request by either party, a general solicitation for donations may be made to all employees (not specific to a particular employee).

9.9 Unpaid Leave

- 9.9.1 The Board may grant non-paid leaves at its discretion.
- 9.9.2 Requests for leaves to begin the following year must be received no later than April 15th of each year.
- 9.9.3 Leaves to commence during a school year must be requested no later than thirty (30) days prior to commencement.

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.

Article 10 – Compensation

10.1 Salary Schedule

The Union and Five Keys Schools and Programs 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 Five Keys Schools and Programs agree to align salary schedules for teachers with those agreed to by the San Francisco Unified School District and United Educators of San Francisco. The Union and Five Keys Schools and Programs 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 Positions 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 the 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.

10.2 Salary Schedule Placement

10.2.1 *Prior Years of Service* Initial salary schedule placement will be calculated based on Unit members total prior years of service (as calculated by STRS) as a credentialed teacher working at an accredited school. Non-credentialed unit members will be assigned comparable placement on the salary schedule based on years of comparable employment within educational institutions and level of education. There will be a cap of eight (8) years for the purpose of calculating maximum years of credited service, except as defined in paragraph 10.2.2.

10.2.2 *Provision for teaching experience not recognized by STRS.* Any unit member may petition the Five Keys Schools and Programs to have teaching experience not recognized by STRS criteria applied to their years of service calculation. The Unit member and a representative from the bargaining unit will meet with the Executive Director within 15 days of receipt of the petition for the purpose of reaching agreement on what service will be applied. Any such agreement must be approved by the Board of Directors.

10.2.3 *Years of Service Cap Exception* Unit members employed at Five Keys Schools and Programs as of April 30, 2009 will be placed at appropriate step on the salary schedule with a cap of fourteen (14) years.

10.2.4 *Non-BA Salary Schedule Placement* Unit members who do not possess a Bachelor's Degree will be placed at Column A on the SFUSD non-Credentialed salary schedule. Step placement will be based on comparable employment within educational institutions.

10.2.5 *Salary Notice* Unit members shall be notified in writing of their placement on the salary schedule for the school year by October 1 of that year.

10.2.6 *Grant/Agency Salary Placement* Please refer to the side letter for more clarification.

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.

10.4 Independent Study Hourly Rate

When a Unit Member agrees to perform an extra duty assignment as an Independent Study teacher (when teaching classroom based instruction), for any time beyond the normal working day, they shall be reimbursed at an hourly rate pro-rated from the applicable daily rate using the formula: Daily Rate / 6.5 = Hourly Rate.

10.5 Stipends

Unit members will be paid their regular rate of pay for attending trainings required by their jobs, or in association with BTSA, during regular working hours. Trainings outside of work hours for BTSA mentees are considered unpaid time.

Unit members will be paid a stipend of \$150/day for trainings approved in advance that take place outside of scheduled work hours. Hours spent attending pre-approved trainings scheduled on work days, in addition to scheduled work hours, will be paid at \$23.08/hour up to \$150/day. Voluntary trainings or trainings initiated without the prior approval of their supervisor will be considered unpaid time. Unit members may use PTO time for these trainings, if the trainings take place during working hours.

A stipend of \$2500 will be paid to the Annual Art Show coordinator for each year.

Teachers opening new sites, including setting up classrooms, student recruitment, etc. will be given a one-time stipend of \$750. If more than one teacher opens a new site, the stipend will be shared. If a teacher is assigned to a new site but does not participate in setting up the site, the stipend will not be paid. Other special assignments or projects will be compensated with a stipend to be determined at the time of assignment, upon agreement with the union.

10.6 Mileage and Parking Reimbursement

The Five Keys Schools and Programs agrees to reimburse Unit members for mileage when an assignment requires travel between work sites at the same rate provided to eligible City and County of San Francisco employees. Community-based Independent Study teachers shall be reimbursed for all required business travel mileage at this rate. Additionally, these teachers shall be reimbursed, at the teacher's option, for either (a) all business parking expenses at the meter rate with approval from administration, provided that such approval shall not unreasonably be denied, or (b) public transit expenses up to a monthly limit equal to the purchase price of a San Francisco MUNI Adult "A" Fast Pass (currently \$75).

10.7 Official Transcripts

An official transcript or record of college or university work and an official record of in-service work and courses in specialized schools shall be submitted to verify completion of credit used for salary classification. All such records must be filed with the Five Keys Schools and Programs in order to qualify for classification purposes. For a change of classification for a school year, credit must be earned and courses completed before the first school day of the given school year which shall be the first work day of July unless otherwise noted on the school calendar. Transcripts and other documentation of credit must be received no later than December 1st of the year a change of classification will be made.

10.7.1 The dates referred to in this section for the filing of official transcripts may, for good cause, be extended on recommendation of the Executive Director and approval by the Board of Directors.

10.7.2 For the classifications "Bachelor Degree plus 30 Semester hours" and "Bachelor Degree plus 60 Semester Hours" semester hours counted will include verified college or university work earned before the Bachelor degree was granted if the work has been clearly designated as "graduate" and if the units were not used to satisfy undergraduate requirements.

10.8 Teacher Coaches

Unit members with ten (10) years of service at FKSP, who retire 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

A split shift is defined as a work day in which a unit member is required to have an interruption in the unit member's hours of work other than the unit member's daily 30-minute lunch. No unit member shall be required to work a split shift except by mutual agreement in writing between the unit member, Executive Director, and Union. A unit member who works a split shift shall be paid a split-shift premium of one (1) hour of pay for the day at the unit member's hourly rate.

Article 11 – Benefits

11.1 Maintenance of Benefits

11.1.1 *Compensation and Economic Benefits* Economic benefits which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under the conditions upon which they were previously granted, throughout the life of this Agreement, unless altered by mutual consent of the Union and Five Keys Schools and Programs.

11.1.2 *Non-Economic Conditions* The Five Keys Schools and Programs agrees that the terms and conditions of employment which are deemed to be mandatory subjects of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless altered by mutual agreement between the Union and Five Keys Schools and Programs through good faith negotiations. If, in the course of making determinations on matters not deemed to be mandatory subjects of bargaining, such determinations will produce substantial adverse impact upon such conditions of employment, the Five Keys Schools and Programs will negotiate in good faith the modification and remedy of such resulting impact.

11.2 Joint Benefits Committee

The parties shall form a Joint Benefits Committee, composed of two (2) management and two (2) representatives selected by the union, at least one (1) of whom will be a unit member. An insurance broker to assist the Committee with exploring benefit options shall be selected by majority vote of the Committee. In case of a tie vote, the Executive Director shall make the final decision as to the broker. At least sixty (60) days before the end of each plan year, the Committee shall begin meeting with the broker to jointly research, review, and recommend changes to benefit plan designs and providers, provided that any plan whose premiums will not increase by more than ten percent (10%) for the following plan year shall remain the same, provided however that the parties may agree to change such plan if the Five Keys Schools and Programs experiences cuts to State funding that result in an operating loss for the school year. The goal of the parties shall be to mutually agree on any changes to benefits at least fifteen (15) days before the end of each plan year. Union representatives on the Committee shall be granted release time without loss of compensation to attend Committee meetings.

11.3 Domestic Partners Benefit

Benefit plans shall be extended to domestic partners registered with the State of California and apply to the extent that they meet the requirements of the School's benefits providers.

11.4 Part-Time Benefits

The Five Keys Schools and Programs' contribution towards the cost of all health benefits for teachers working fewer than thirty (30) hours will decline proportionally by quarters with no contribution being made for teachers working fewer than twenty-two and one half (22.5) hours per week.

11.5 Worker's Compensation

Worker's Compensation insurance shall be provided through the Five Keys Schools and Programs.

11.6 In Lieu of Payments

For unit members who are covered under a spouse's or domestic partner's medical plan may, upon request of the Unit member, agree to a cash in lieu alternative with the Five Keys Schools and Programs. Unit members will receive the following according to the coverage they are waiving:

- Employee Only: \$250/month
- Employee + Spouse: \$300/month
- Employee + Children: \$350/month
- Employee + Family: \$400/month

11.7 Retirement Medical Benefit

shall be allowed to remain in the Five Keys Schools and Programs benefit plans and the Five Keys Schools and Programs will continue its contribution for One year. The retiree must enroll in Medicare Plans A & B if eligible.

Article 12 – Required Workdays

12.1 Los Angeles – ADA Funded

The number of required workdays for unit members in Los Angeles shall not exceed 210 days, without a separate arrangement of per diem pay. Unpaid vacation days are designated as "school closed" dates on the approved academic calendar.

12.2 San Francisco – ADA Funded

The number of required workdays for unit members in San Francisco hired on July 1, 2014 or later, shall not exceed 210 days, without a separate arrangement of per diem pay. Unpaid vacation days are designated as "school closed" and "summer school" dates on the approved academic calendar. The number of required workdays for unit members hired prior to July 1, 2014 shall not exceed 190 days, without a separate arrangement of per diem pay.

12.2.1 Unit members hired prior to July 1, 2014 will not be mandated to transition to a 210 day schedule, but may transition to the 210 day schedule if they choose. Once unit members transition to the 210 day schedule, they may not return to the 190 day schedule. Unit members that choose to remain on the 190 day schedule who also choose to work during summer school will receive the standard summer school pay, and not their regular hourly rate.

12.3 Grant/Agency Funded

The number of required workdays for CTE unit members shall not exceed 251 days, without a separate arrangement of per diem pay.

12.4 Non-Certificated Unit Members

Non-certificated unit members whose primary assignment is outside the classroom (non-teaching) are granted four (4) weeks without pay (Vacation) during the Academic Year. Unit members in this classification must submit requests for dates of vacation to the unit member's supervisor in accordance with approved school policy and procedures.

12.5 Salary Distribution

Annual Salary will be pro-rated over twenty-four (24) equal and consecutive twice monthly installments payable on the 15th and last business day of each month for the period beginning July 1 and ending June 30.

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 agenda 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. Once a report is made, incidents will be addressed by the administration following the standard process.

Article 14 – Severability

If any provision of this agreement is held to be contrary to law by a court of competent jurisdiction or become invalid as a result of legislative action, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree to meet and negotiate with respect to a substitute for the invalidated provision upon request of either party.

Article 15 – Academic Freedom

15.1 Guarantee of Academic Freedom

Academic freedom shall be guaranteed for unit members in the study, investigation, presentation and interpretation of facts and ideas insofar as such facts and ideas reflect state, local, and FKSP Board approved prescribed courses of study and are reflective of the school's academic goals. Given the unique nature of the

teaching environment and need for jail security, material may be subject to review and modification by senior Sheriff's Department staff and school administration.

15.2 Professional Responsibility

Academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California and the rules and regulations of the Board of Directors.

15.3 Determining Grades

Teachers shall have the responsibility for determining grades for students in accordance with the standards for grading as established by Five Keys Schools and Programs policy. Such grades shall not be changed except as permitted in Section 49066 of the Education Code.

Article 16 – Intellectual Property

16.1 Purpose and Scope

The understandings regarding Intellectual Property that are set forth in this Article are intended encourage Unit members to engage in the production of scholarly works, creative publications, and technology-based materials. Both the Union and Five Keys Schools and Programs agree that the Unit member has a right to benefit from their scholarly work and seek to avoid copyright disputes by facilitating and encouraging advance agreement between all parties regarding the ownership and use of such works.

16.2 Definitions

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

16.2.2 *Commissioned/Institutional Works* are defined and directed by the Five Keys Schools and Programs for a specific school purpose. Unit member contributions to such work are outside their normal duties, and are specified in advance by written agreement.

16.2.3 *Derivative Works* is work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which a work may be recast, transformed, or adopted. A work consisting of editorial, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work."

16.2.4 *Joint Work* is a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole.

16.2.5 *License* is a contract in which a copyright owner grants to another permission to exercise one or more of the rights under copyright.

16.2.6 *Personal work* is intellectual property that is prepared outside the course of scope of Five Keys Schools and Programs employment without the use of Five Keys Schools and Programs resources.

16.2.7 *Royalty* is a payment made to an owner of a copyright for the privilege of practicing a right under the copyright.

16.2.8 *Scholarly/Aesthetic Work* is intellectual property originated by a faculty member resulting from independent academic effort that is not reimbursed for or paid for by Five Keys Schools and Programs.

Such works include faculty prepared textbooks, lecture notes, syllabi, journal articles, reviews, and other course materials such as outlines, workbooks, presentations, and laboratory manuals, as well as literary, musical and artistic works, and periodicals or other serial publications.

16.2.9 *Substantial Support* means financial support over and above the cost of the unit member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services.

16.3 Copyright Ownership

16.3.1 *Scholarly/Aesthetic Works* are the property of the faculty member and the copyright is owned by the faculty member.

16.3.2 *Commissioned/Institutional Works* Unless otherwise stipulated in the agreement, ownership will rest with the Five Keys Schools and Programs if the elements of this definition are substantially present.

16.3.3 *Personal Work Ownership* of copyrights to personal works shall reside with the unit member.

16.3.4 *Unit Member Efforts Supported by the Five Keys Schools and Programs* Where unit member works involves substantial support (as defined in 16.2.9) of Five Keys Schools and Programs resources one of the following applies:

16.3.4.1 The unit member will retain the right to copyright the material but shall reimburse the Charter School for the reasonably assessed cost of the substantial support.

16.3.4.2 The Five Keys Schools and Programs and unit member may agree to share the right to copyright materials. This will be accomplished through a separate contract at the time the project is initiated. As provided in 16.6, the Union will be a party to the negotiations.

16.3.4.3 The Five Keys Schools and Programs may seek the right to market work created by the unit member. The terms of the license to market the work shall be agreed upon by the unit member and the Five Keys Schools and Programs. As provided in 16.6, the Union will be a party to the negotiations.

16.3.4.4 Before a unit member makes substantial use of Five Keys Schools and Programs facilities, equipment and resources to create a work, he/she shall seek approval from the Executive Director. If the request is approved, the unit member and Five Keys Schools and Programs shall enter into a written agreement specifying the degree to which facilities, equipment, and resources will be permitted to be used. As provided in 16.6, the Union will be a party to the negotiations.

16.3.5 *Joint Work Rights* between joint owners of a copyright shall be determined pursuant to copyright law.

16.3.6 *Grant-Funded Work Ownership* and use of works stemming from grant-funded projects shall be subject to and determined by the terms of the grant. This provision shall not be deemed to create a beneficial interest for any Grantor.

16.3.7 District License for use of copyrighted materials

16.4 Copyright Registration Responsibility

Copyright Registration Responsibility for official registration of copyright will lie with the owner of the copyright. Where the Five Keys Schools and Programs and Unit member(s) share ownership, the Five Keys Schools and Programs shall be responsible for filing for both parties for registration of copyright.

16.5 Royalties and Distribution Rights

Unless mutual agreement is made to the contrary, the ownership of copyright determines royalty distribution as follows:

16.5.1 When a Unit member has full copyright ownership, they retain full royalty distribution rights.

16.5.2 When the Five Keys Schools and Programs has full copyright ownership, it retains full royalty distribution rights.

16.5.3 If the Unit member and Five Keys Schools and Programs(s) share copyright ownership, all royalties or profits will be distributed to reimburse copyright owners for documented expenses related to the creation and production of the materials. And remaining royalties or profits will be distributed equally among the owners or according to a different percentage under the terms of separate agreement.

16.6 Union Role in Intellectual Property Rights Negotiations

In negotiations pursuant to this Article between Unit member and Five Keys Schools and Programs over the terms of a written agreement covering matters within the scope of representation (Government Code Section 3543.2), the Union will be a party to the negotiations. Before initiating any negotiations with any Unit member over a written agreement pursuant to this Article, the Five Keys Schools and Programs shall notify the Union.

Article 17 – Class Size

17.1 Maximum Attendance

Maximum attendance in any education class at CJ5 and CJ2 shall be twenty-five (25) students except as noted in paragraph 17.2 and 17.3.

17.2 CJ5 and CJ2

At the CJ5 (San Bruno) site in rooms 1, 5 and 6 and at the CJ2 site in Room 3, class size shall be limited to no more than twenty-two (22) students due to the physical size of the rooms. Computer lab classes shall be limited in class size to the number of functional student work stations present in the lab.

17.3 Castaic North

At the Castaic North site, classes shall be limited to no more than twenty-five (25) students. The Back Room shall be limited to no more than twenty (20) students.

17.4 Request for Review

At the request of a Unit member, the Union and the Five Keys Schools and Programs shall meet to determine if a class limit is appropriate due to the physical size of a room.

17.5 Special Events

Classes may exceed maximum class size for special performances or speakers when such gatherings are conducted in spaces capable of safely accommodating the number of students, teachers, and participants involved. The administration of standardized tests, including but not limited to the CAHSEE, are not subject to the terms of this Article.

17.6 Substantive Changes

Should substantive changes in the physical dimensions or design of classrooms, or furniture used in classrooms be made, the Union and Five Keys Schools and Programs agree to meet and review the provisions contained in this article. As new facilities or new space in existing facilities is used for classrooms, the class size for that facility or space shall be determined by student to classroom square footage ratios agreed upon in articles 17.1 and 17.2, provided however that maximum attendance in any such class shall be twenty-five (25) students. When irregular classroom space is used, class size shall be determined by mutual agreement between the parties.

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

17.7.1 Teachers working a hybrid assignment of part site-based class and part ISP will have an ISP roster proportional to the percentage of time spent on ISP. For example, a full-time teacher in out-of-custody settings working 50% ISP will be limited to 22.5 ISP students on their roster.

17.7.2 Student contact limits for independent Study teachers working less than 32.5 hours per week shall be pro-rated based on their hours.

17.7.3 Teacher should maintain a minimum attendance rate of 75% or an ADA of 35 throughout the school year.

Teachers who do not meet this requirement will be subject to a roster review with their administrator. The teacher and their administrator will develop and implement an action plan for increased attendance to meet the 75% attendance to enrollment ration or ADA of 25.

In the event that after two WPR periods (minimum of 30 days) the criteria is not met, then the Charter School will 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 accepted limit.

17.8 ISP Committee

Union designated ISP teachers (2 in-custody and 2 community site teachers) and FKSP administration will form a committee (one in Southern California and one in Northern California) to review new ISP laws regarding paperwork and our current systems that are in place, to determine the best way to move forward and adjust the process going forward to assist the teachers with larger class loads, make packet distribution easier and explore means to end the practice of ISP staff working after school breaks for the quarter to complete grading obligations.

Union members participating in the committee will be compensated at their hourly rate for additional time working on the committee.

The committee will meet quarterly to review the effectiveness of the changes after implementation. After 3 reviews, either party may reopen negotiations on the matter of ISP paperwork.

The committee will start work no later than the end of February 2015 and finish the design no later than the end of March, or sooner. Implementation shall start by April 2015 or sooner.

Between now and the implementation of the new process, if an ISP teacher requests clerical help, FKSP administration will meet with the teacher, evaluate the situation and work with the teacher to ensure that the necessary assistance is provided.

17.9 ISP Packets

The Five Keys Schools and Programs Teachers Union, UESF, and Five Keys Schools and Programs recognize the importance of complete and up to date packets in determining the success of the ISP program.

17.9.1 Unit members in the San Francisco region and Los Angeles region shall be provided a designated support staff person to copy packets.

17.9.2 Community program Unit members in the San Francisco region and the Los Angeles region shall be provided a written procedure for ordering packets as well as a procedure for delivery of packets or of designated centrally located sites where readily accessible, complete and up-to-date packets shall be stored for pick-up.

17.9.3 CJ2 and CJ5 shall have designated sites for the storage of readily accessible complete and up-to-date packets.

Article 18 – Scheduling of Classes

18.1 Notification of Teaching Schedule

The Five Keys Schools and Programs shall notify the Unit member of his or her tentative teaching schedule (including site) no less than ten (10) calendar days prior to the start of each semester. Unit members who do not receive ten calendar days' notice prior to the start of his or her teaching schedule shall be provided five (5) additional hours of pay at an hourly rate based on the Unit members regular workday for each day notice is delayed, except in extenuating circumstances including but not limited to: sudden increases in enrollment or unexpected staff illness or departure.

18.2 Break Times

Break time will be during the same time that students are removed from class for lunch.

18.3 Meetings

Meetings between supervisors or administrators and Unit members must be scheduled during the workday but may by mutual consent occur during break time or after the workday. Both parties agree to use a confidential setting to conduct meetings that involve personnel or other matters of a confidential nature.

18.4 Multiple Site Assignments

If a unit member's classes are scheduled at multiple sites, the classes shall be scheduled so that reasonable travel time between sites is allowed.

18.5 Number of Classes per Day

Unit members may be assigned, at Five Keys Schools and Programs discretion, to teach no more than two classes per work day. These classes may require different preparation.

18.6 Moving From One Site to Another

When a unit member's next scheduled class assignment is at a site other than that at which they are presently assigned, one half day of paid time shall be granted for the purpose of moving materials and setting up the new classroom. Unit member shall contact Five Keys Schools and Programs office and site supervisor no less than two work days in advance stating that they will be using this time.

Article 19 – Hours

19.1 Work Week

The work week will comprise five (6.5-hour days or a 32.5-hour work week for teachers during which the Unit member will be provided with a daily 30 minute lunch free of duties. Therefore actual minimum required work time shall equal 32.5 hours for teachers. Unit members will be provided a daily 60-minute preparation time (non-teaching time) on-site for preparing lessons, grading papers, attend meetings or other duties related to the operations of the Five Keys Schools and Programs. Unit members agree to expend as much time as may be necessary to fulfill professional duties. Prep time may be broken into 15-minute segments. Unit members must attend biweekly staff meetings without additional compensation. Bi-weekly staff meetings will be held at places and times that do not require unit members to extend their work day past 4:30 p.m. unless agreed to in advance.

When circumstances such as moving between class locations, taking care of personal needs, and/ or teaching more than 2 classes per day prevent the unit member from having a full hour of prep time daily, the Five Keys Schools and Programs along with adequate notification of custody will determine a weekly schedule that allows the full 5 hours of prep time each week.

19.2 Additional Preparation Time

Unit members shall receive additional preparation time as follows:

19.2.1 A unit member shall receive during the current semester, at the option of the Five Keys Schools and Programs, either one (1) day of preparation time within the unit member's regular work day or one (1) additional day of pay at the unit member's daily rate whenever the unit member is assigned to teach a class for the following semester that meets one or more of the following conditions:

19.2.1.1 The unit member has not previously taught the class for the Five Keys Schools and Programs;
or

19.2.1.2 The class involves a significant curriculum revision approved by the Director of Education.

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.

19.4 Faculty Meetings (MOVED HERE FROM ARTICLE 7)

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 (MOVED HERE FROM ARTICLE 7)

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 students' 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.

19.6 Standardization of Class Times

Effort shall be made by the Five Keys Schools and Programs to standardize and synchronize starting and stopping times at each site.

19.7 Cancellation of Scheduled Hours

When any portion of the scheduled hours of a unit member is canceled for more than two working days because of circumstances beyond the control of the Five Keys Schools and Programs, the Five Keys Schools and Programs shall reassign the unit member to work the lost number of hours for the remainder of the current semester and the following semester, and shall make reasonable efforts to reassign the unit member.

19.8 Reassignment

The Five Keys Schools and Programs may reassign a Unit member, during the Unit member's normal work hours, to a different class, grade, duties, or facility or location on Five Keys Schools and Programs' behalf other than that to which Unit member is originally assigned as the need may arise, provided that any reassignment to a facility or location more than twenty (20) miles from the Unit member's regular facility or location shall be by mutual agreement between the Five Keys Schools and Programs, the Unit member, and the Union.

19.9 Performing Services for Other Schools

Unit members agree to notify the Five Keys Schools and Programs and obtain approval before entering into an agreement with any other school (or other employer) to perform services during any part of the work day. Unit members (during his/her employment with School) shall not engage in any professional activity that creates a conflict of interest with the Five Keys Schools and Programs.

Article 20 – Credentials

20.1 Credentials Unit

Members agree to hold and maintain all credentials and / or documentation necessary for Employee's position. Unit members will provide to School, prior to employment, evidence of such credentials and copies of such documentation and any other documentation which the Five Keys Schools and Programs requires for employment.

20.2 Pay for 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.

20.3 Failure to Provide Documentation

Should the Unit member fail to provide evidence of credentials and documentation necessary for their position, the Five Keys Schools and Programs will notify Unit member in writing that she/he has 10 (ten) days from start of employment to fulfill this requirement. If Unit member fails to produce the required credentials and documentation the Five Keys Schools and Programs may, at School's option, terminate the Unit member. If the Unit member is terminated, the Five Keys Schools and Programs shall pay to Employee all compensation for days actually worked up through the date of termination.

20.4 Expired Credentials

It is the unit member's sole responsibility to ensure required credentials are valid and not expired. If a unit member fails to renew the credential(s) necessary for his or her position, the Five Keys Schools and Programs will notify the unit member in writing that they have ten (10) days from the date of receipt of the notice to provide documentation of a valid credential necessary for his or her position. If the unit member fails to produce such documentation, the unit member shall be placed on unpaid leave for a maximum of two (2) semesters to renew his or her credential. At the end of the unpaid leave, if the unit member fails to fulfill this requirement the unit member may, at School's option, be terminated for cause. If unit member produces a valid credential mid- semester while on leave, the unit member shall return at the start of the following semester.

Article 21 – Layoffs

21.1 Definitions

21.1.1 *Layoff* is defined as the elimination or reduction of hours of one or more positions within a program.

21.1.2 *Seniority* for the purposes of this article only, is defined as the first date the unit member rendered paid service, regardless of the credential the unit member held on that date, provided that unit members who were initially employed in an administrative position and then transferred to a unit position shall not include the period of employment in the administrative position to determine seniority for layoff purposes.

21.1.3 Program for the purposes of this article only, is defined San Francisco Academic Program, Los Angeles Academic Program, and Los Angeles Vocational/LifeSkills Program, Alameda Academic and CTE Programs, Solano County Programs, San Bernardino Programs and San Mateo Programs. With the expansion of the Five Keys Schools and Programs, the parties will add Programs as appropriate.

21.2 Grounds for Layoff

Unit Members may be laid off due to lack of work or lack of funds.

21.3 Layoff Notice

The Five Keys Schools and Programs shall send a layoff notice to unit members in Academic Programs whose positions will be eliminated or reduced for the following school year by March 31. The notice shall be served in person or by registered mail. If a unit member is not given layoff notice by March 31, the unit member shall not be laid off for the following school year.

21.3.1 *Mid-Year Layoffs* First-year probationary unit members in Academic Programs may be laid off mid-year due to lack of work or lack of funds. Such unit members shall be provided ten weeks' notice prior to layoff.

21.3.2 The Five Keys Schools and Programs shall send the Union notice of potential layoff in the Los Angeles Vocational/Life Skills Program within five (5) days of their knowledge of the potential layoff. The Five Keys Schools and Programs shall send a layoff notice to unit members in the Los Angeles

Vocational/Life Skills Program whose positions will be eliminated or reduced at least fourteen (14) days in advance of the layoff or reduction. The notice shall be served in person or by registered mail. If a unit member is not given layoff notice at least fourteen (14) days in advance of layoff or reduction, the unit member shall be paid for the days under fourteen (14) for which notice was not received and shall receive up to one month of additional medical coverage.

21.4 Selections for Layoff

No unit member may be laid off while any other employee with less seniority in that program is retained to render a service that the unit member is certificated to render.

21.5 Preferred Right to Reappointment

21.5.1 Laid off unit members shall have a preferred right to reappointment in order of seniority to positions in their program for which they are qualified (including certification in the Academic Programs) for twenty-four (24) months from the date of the layoff. No employee with less seniority shall be employed to render a service in a Program in which a laid off unit member is certificated to render.

21.5.2 A permanent unit member may waive or defer his or her preferred right to reappointment for up to one (1) year without prejudice. The waiver shall not deprive the unit member of subsequent offers of reappointment. The Union shall be promptly given copies of waivers.

21.5.3 Laid off unit members shall have first preference, in order of seniority, for opportunities to serve as substitute teachers in their Program.

21.5.4 Laid off unit members who have a preferred right to reappointment shall be mailed or e-mailed notice of job openings at the same time they are made known to other unit members.

21.5.5 Laid off unit members shall have preference for filling a vacancy for which they are qualified in any program for twenty-four (24) months.

21.6 Return to Work After Layoff

When a laid off unit member is reappointed, the period of the unit member's absence shall be treated as a leave of absence and shall not be considered a break in service. The unit member shall retain the order of employment the unit member had when the layoff occurred.

21.7 Dismissal During Layoff

The Five Keys Schools and Programs shall not terminate a permanent unit member on layoff status without complying with the provisions in Article 5.

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.

Certification and Approval

This successor contract between the Union and School certified and approved on September 30, 2018:

FOR FIVE KEYS SCHOOLS AND PROGRAMS:

Steve Good, Executive Director

Delia Ginorio, President of the Board of Directors

FOR UESF:

Julian Quinonez, UESF

Tyson Amir-Mustafa

Matthew Milton

Greg Perry

Edward Monteilh

Melanie Fukuhara

Sue Whiting

Side Letters

Side Letter: Addendum for Grant Funded Positions

For the purpose of this side letter, Grant Funded Positions fall under 2 categories:

- 1) Positions funded through a grant that allow the funded position to function as a regular unit member subject to all the agreed upon terms and conditions of the collective bargaining agreement.
- 2) Position funded through a grant where the work hours, workdays, work year calendar, and other work conditions are defined by the terms of the grant / contract; and, acceptances of the grant award or contract are contingent upon agreement to the stipulated terms of the contract. In such cases, the ability of the school to negotiate with the grantor these specific work conditions fall outside the authority of the school.
 - a. Under this second category, the school shall make every effort to align grant funded positions with current salary and benefit schedules agreed upon in the Collective Bargaining Agreement. With the exception when salaries are set by terms of the grant or contract.
 - b. All other terms term and conditions of the collective bargaining agreement will be in effect during the grant fund period that do not conflict the grant award or contract. The parties recognize that Five Keys Schools and Programs may be granted a contract with ongoing operations where existing conditions do not meet the recognized terms and conditions in the collective bargaining agreement. When that occurs, Five Keys Schools and Programs shall be granted the period of one grading term to reach terms and conditions unless the parties agree otherwise in writing to set a new deadline.

FOR THE FIVE KEYS SCHOOLS AND PROGRAMS:

Steve Good, Executive Director

FOR UESF:

Julian Quinonez, UESF

DATE:

Side Letter: Addendum for Grant/Agency Teachers

For the grant agreement between Five Keys Schools and Programs and specific grants and/or agencies, the work hours, workdays, work year calendar, and other work conditions are defined by the terms of the grant / contract; and, acceptances of the grant award or contract are contingent upon agreement to the stipulated terms of the contract.

For this grant, Five Keys will align grant funded positions with current salary and benefit schedules agreed upon in the Collective Bargaining Agreement, and develop mutually agreed upon salary schedules for education levels below those defined under the current agreement. The basis for developing new schedules will be those already adopted in the CBA.

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.

Journeyman or Licensed contractors on the high school schedule will move up to the AA schedule at the same step. Journeyman 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.

All other terms term and conditions of the collective bargaining agreement will be in effect during the grant fund period that do not conflict the grant award or contract.

FOR THE FIVE KEYS SCHOOLS AND PROGRAMS:

FOR UESF:

Steve Good, Executive Director

Julian Quinonez, UESF

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

For the 2017/2018 School Year, unit 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, Five Keys Schools and Programs and the Los Angeles Sheriff'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, attending meetings or other duties related to the operations of Five Keys Schools and Programs. 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 Five Keys Schools and Programs no later than the end of June 2018 to determine if it will be extended for the following school year.

Steve Good, Executive Director of Five Keys Schools and Programs

Julian Quinonez, 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. Teachers will receive 20 minutes of prep time for each additional teaching hour, plus any travel time required to get to the classroom. Additional prep time is not required to be on site. These hours will be paid as additional hour at their current hourly rate. Any hours over eight (8) hours in one day will be paid at time and a half.

Steve Good, Executive Director FKSP

Julian Quinonez, UESF

Date

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 per day, but the work day will be 7 hours.

Steve Good, Executive Director

Julian Quinonez, UESF

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.

Steve Good, Executive Director, Five Keys Schools and Programs

Julian Quinonez, UESF

Date

Salary Schedules