

Contract

July 2014 – June 2017

Between Five Keys Charter School Teachers Union, United Educators of San Francisco Local 61, CFT/AFT, AFL-CIO, AFT/NEA and Five Keys Charter Schools, 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 Charter Schools, Incorporated together with the Board of Trustees of the San Francisco Unified School District and the Sheriff of the City and County of San Francisco recognizes the Five Keys Charter School 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 the Charter School.

Article 1B – Recitals

1B.1 The Five Keys Charter School Teachers Union, UESF Local 61 CFT/AFT AFL-CIO CTA/NEA and Five Keys Charter Schools, Incorporated recognizes the important role the teaching profession has on 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 Charter Schools.

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 Charter Schools 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 Key Charter School supports implementation of the California Standards for the Teaching profession.

1B.4 The Five Keys Teachers Union and Five Key Charter School 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 Charter School are expected to follow.

Article 2 – Definitions

2.1 Union

Union is defined as the Five Keys Charter School 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 Charter School

Charter School is defined as the Board of Directors of the Five Keys Charter Schools, Incorporated (FKCS), the Executive Director, or any management employee of the Charter School.

2.2.1 Five Keys has been established and operates pursuant to the Charter Schools 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 the San Francisco Sheriff's Department 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 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, FKCS 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 lead 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 FKCS. Excluded persons shall not be employed by FKCS without prior written notification to the Union by FKCS 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 FKCS. As defined in paragraph 2.7.1, the first and in some cases second year of full-time employment with FKCS is the Probationary period.

2.7.1 Terms of Probation: Probationary period will consist of a first year during which time qualified FKCS 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 19.5 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 Academic Calendar Service Year: Each 190 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. 19.5 hours per week is to be considered "full time".

2.10.2 Non-Academic Calendar Service Year: Each 239 day work span at 37.5 hours per week will be considered one service year and shall be reported as such to appropriate entities. 19.5 hours per week is to be considered "full time".

Article 3 – Union Rights

3.1 Rights of Communication Access

The Union shall have access to mail boxes maintained by the Charter School for unit members and may use Charter School 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 Charter School 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 Charter School 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 Charter School 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 Charter School 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 Charter School shall make such deductions in the amounts specified by the Union. Upon appropriate written authorization from a unit member, the Charter School 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 Charter School 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 charter school 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 Charter School. The Union shall reimburse the Charter School 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 charter school 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 Charter School to each unit member. The Charter School's 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 Charter School 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 Charter School 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 Charter School 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 charter school 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 Charter School agree to pursue methods of decision making which include teacher input when appropriate. The Union shall appoint faculty representatives to any Charter School 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

FKCS 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 FKCS substitute pool list. Unit members who request time off work in advance will work with FKCS to secure qualified substitutes from the current substitute pool. LA and San Francisco 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.

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 FKCS 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 FKCS 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 Charter School 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 Charter School 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 Charter School 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 Charter School shall not refer any matter, whether it stems from a charge or complaint by a member of the public or not, to the San Francisco Sheriff's Department (SFSD), or make any disparaging statement concerning a unit member to the SFSD, or seek to have a unit member's Jail Clearance terminated for any reason except as required by SFSD policy 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 a SFSD investigation, 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 SFSD or when the SFSD 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 SFSD the unit member may request periodic updates from the Executive Director as to the status of the investigation. The Executive Director shall request information from the Sheriff's Department 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 will provide updates as to the status of the investigation to the unit member should they be provided by the Sheriff's Department within 24 hours of receipt.

5.1.7 Any material finding of the SFSD shall supersede school policy.

5.2 Termination of Jail Clearance

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

5.2.2 Findings of the SFSD resulting in Jail Clearance being terminated are non-grievable since the decision to terminate clearance falls outside the authority of Charter School.

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 Charter School 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 Charter School.

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. Charter School seniority shall be calculated on the basis of first date of hire of continuous employment within the Charter School without a break in service. While priority consideration shall be given to filling assignments, Charter School retains the right to reassign a teacher to a different location or subject area at its discretion. A Charter School-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 Charter School 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.

7.5 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 Charter School 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 Charter School 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 Charter School. 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.

7.9 Faculty Meetings

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

7.10 Common Planning Time

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

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

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 Charter School 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 charter school. 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 charter school 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 charter school 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 five (5) days from the prior school year may be carried over to the the next school year.

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 Charter School.

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 Charter School 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 Charter School office. An industrial illness or accident shall be reported to the Charter School 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 Charter School 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 Charter School 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. Political and Military Leave provisions shall be posted on the staff intranet for staff access within sixty (60) days of the signing of the contract.

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 Child Bonding Leave

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.

Article 10 – Compensation

10.1 Salary Schedule

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

10.1.1 *Teaching Positions Salary Schedules* The Union and Charter School 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 Charter School agree that schedules contained in the current contract between those parties shall serve as reference documents for purposes associated with this paragraph. "Current contract" is defined here as the agreement effective from July 1, 2014 through June 30, 2017.

10.1.2 *Non-teaching Positions Salary Schedules* The Union and Charter School agree to adopt a salary schedule for unit members whose primary responsibilities are other than teaching. Unit members who work in non-teaching roles will be assigned to their appropriate salary schedules based on years of service and level of education. Salary schedules applicable to this paragraph are included in this contract as attachments. Such unit members at the final salary increment shall receive an annual increase equal to the average increase that year for credentialed unit members.

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 Charter School 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 Charter School 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.

10.3 Substitute Pay for Unit Members

When a Unit member performs substitute duties, the hourly rate for that 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.

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.

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 Charter School 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 \$72).

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 Charter School 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 Lead Teachers

Lead Teachers will receive a stipend of \$3500 per year and a 20% reduction in teaching workload. Lead teachers will be working with a maximum of 5 teachers at any given time.

A lead teacher will support the professional development of other teachers. Primary responsibilities include organizational and instructional support of colleagues, facilitating common planning and responding to organizational and instructional needs. Lead teachers may be required to put in additional time necessary to fulfill the responsibilities of their job.

The requirements for being a lead teacher:

- A clear credential in his or her subject area.
- At least six months of teaching experience at Five Keys, and at least two years of teaching experience overall.
- A satisfactory evaluation rating (exceeds or meets) and/or a recommendation letter from his or her direct supervisor.
- A completed application, describing the teacher's skill set and reasons for serving in this role.

10.9 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 Charter School.

11.1.2 *Non-Economic Conditions* The Charter School 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 Charter School 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 Charter School 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 Charter School 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 Charter School's 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 Charter School.

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 Charter School. 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

Unit members with ten (10) years of service at FKCS, who retire shall be allowed to remain in the Charter School benefit plans and the Charter School 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

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

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 CTE

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 FKCS Environment

Unit members understand and agree that jails and custody environments are inherently dangerous places. By accepting employment with FKCS, employee acknowledges and accepts this fact. FKCS 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

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 regular intervals for all Unit members and at the beginning of employment for new hires.

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. 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.

13.4 Threats 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

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.

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 FKCS 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 Charter School 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 Charter School 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 Charter School 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 Charter School employment without the use of Charter School 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 Charter School.

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 Charter School 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 Charter School* Where unit member works involves substantial support (as defined in 16.2.9) of Charter School 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 Charter School 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 Charter School 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 Charter School. 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 Charter School 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 Charter School 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 Charter School and Unit member(s) share ownership, the Charter School 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 Charter School has full copyright ownership, it retains full royalty distribution rights.

16.5.3 If the Unit member and Charter School(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 Charter School 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 Charter School 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 Charter School 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 Charter School 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.

17.8 ISP Committee

Union designated ISP teachers (2 in-custody and 2 community site teachers) and FKCS administration will form a committee (one in LA and one in SF) 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, FKCS 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 Charter School Teachers Union, UESF, and Five Keys Charter Schools 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 Charter School 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 Charter School 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 Charter School 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 and 7.5-hour days or a 37.5-hour work week for non-teaching bargaining unit members 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 and 37.5 hours for non-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 Charter School. 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 Charter School 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 Charter School, 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 Charter School; or

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

19.3 Presence in Classroom

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

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 will be drafted jointly and agreed to by the Union and Executive Director or her/his designee. The approved list (attached hereto as Appendix C) will include time, date, location, and purpose of the meeting or function. In addition, unit members will be required to attend a reasonable number of unscheduled meetings 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 unscheduled meetings and functions.

19.4 Standardization of Class Times

Effort shall be made by the Charter School to standardize and synchronize starting and stopping times at each site.

19.5 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 Charter School, the Charter School 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.

19.6 Reassignment (add by seniority)

The Charter School may reassign a Unit member, during the Unit member's normal work hours, to a different class, grade, duties, or facility or location on Charter School's 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 Charter School, the Unit member, and the Union.

19.7 Performing Services for Other Schools

Unit members agree to notify the Charter School 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 Charter School.

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 Charter School requires for employment.

20.2 Failure to Provide Documentation

Should the Unit member fail to provide evidence of credentials and documentation necessary for their position, the Charter School 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 Charter School may, at School's option, terminate the Unit member. If the Unit member is terminated, the Charter School shall pay to Employee all compensation for days actually worked up through the date of termination.

20.3 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 Charter School 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 as San Francisco Academic Program, Los Angeles Academic Program, and Los Angeles Vocational/Life Skills Program. With the expansion of the Charter School, the parties will add Programs as appropriate.

21.2 Grounds for Layoff

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

21.3 Layoff Notice

The Charter School 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 Charter School 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 Charter School 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 Charter School 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, 2014 to June 30, 2017.

22.2 Re-Openers

Either party may reopen negotiations on Article 10 (Salary) and up to two other articles per party during the 2015-2016 and 2016-2017 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 Executive Director will meet to 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 February 6, 2015:

FOR THE CHARTER SCHOOL:

Delia Ginorio, President - Board of Directors

Steve Good, Executive Director

FOR UESF:

Kim Waldron, UESF

Matthew Milton, Unit Member

Kathy Rose, Unit Member

Greg Perry, Unit Member

Appendix A: Academic Calendars

Appendix B: Side Letters

Side Letter: Contract References to Non-Academic Positions

This letter is to clarify the understanding of the parties to references to “non-academic” staff in the collective bargaining agreement and to the understanding of the parties of the Union bargaining representative scope.

The parties agree that Five Keys Charter School staff in positions defined as “classified” by the California PERB are not covered under the recognition clause of the United Educators of San Francisco for the teaching staff and are not covered by our Union contract.

The parties recognize there have been occasions when management has asked as a part of the disciplinary process or other special need that a teacher assume a combined position that includes both teaching and classified functions on either a temporary or permanent basis. The parties agree that if such a need arises in the future and if both parties agree to the creation of such a position and the employee accepts such a position that the position will be covered by the union contract so long as it is not in conflict with Article 1A.3. The creation of such a position shall set no precedent regarding rights to the representation of classified staff by the Union and shall represent no change in the recognition rights of the Union, and the Union shall make no claim for representation of the classified staff on the basis of a combined position which is created and mutually agreed to as described above.

FOR THE CHARTER SCHOOL:

FOR UESF:

Steve Good, Executive Director

Kim Waldron, UESF

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 Charter School 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 Charter School 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 CHARTER SCHOOL:

Steve Good, Executive Director

FOR UESF:

Kim Waldron, UESF

Side Letter: Addendum for Career Technical Education and Life Skills Courses in Los Angeles

For the grant agreement between Five Keys Charter School and the County of Los Angeles to provide Career Technical Education and Life Skills Courses, 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.

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 CHARTER SCHOOL:

Steve Good, Executive Director

FOR UESF:

Kim Waldron, UESF

Side Letter: Extra Teacher Hours for Community Sites

In order to fill a part-time staffing need that was posted for a new site (Jericho), but did not receive any applicants, two teachers have volunteered to work evening hours in addition to their full-time regular schedule so that we can serve the student population there. Teachers will receive an additional meal period of 1/2 hour on those days and one hour of additional preparation time. Any hours worked over 8 hours in a day will be calculated at time and a half and their salaries will be adjusted accordingly while they are in this assignment.

Evening hours are: Tuesday and Friday, 4-8.

FOR THE CHARTER SCHOOL:

FOR UESF:

Steve Good, Executive Director

Kim Waldron, UESF

Appendix C: Required Meetings

Staff Meetings

Graduations

Appendix D: Salary Schedules