

CERTIFICATED CONTRACT

between

United Educators of San Francisco

and

Creative Arts Charter School

July 1, 2017 - June 30, 2020

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Article 1. Recognition

Creative Arts Charter School (hereinafter “the School”) recognizes the United Educators of San Francisco, AFT Local 61, AFL-CIO, NEA/CTA (hereinafter “the Union”) as the exclusive representative for the purpose of meeting and negotiating of all certificated employees, excluding the following:

- (a) Management, supervisory, and confidential employees as defined in the Educational Employment Relations Act;
- (b) Consultants;
- (c) Substitutes; and
- (d) Independent contractors.

Article 2. Definitions

- (a) “School” – “School” is defined as the Creative Arts Charter School.
- (b) “Director” – “Director” is defined as the individuals vested by the Board of the Creative Arts Charter School with the authority to manage and administer the staff and operations of the School.
- (c) “Director of Arts Programming and Resource Development,” “Lower School Administrator,” and “Middle School Administrator” – “Director of Arts Programming and Resource Development,” “Lower School Administrator,” “Middle School Administrator” are defined as individuals with the authority to manage and administer the certificated staff and operations of the School.
- (d) “Director of Operations” - “Director of Operations” is defined as the individual who has the authority to manage and administer the operation of the School including supervising clerical personnel, and administer Human Resource services.
- (e) “Teacher” – “Teacher” is defined as all non--management, non-supervisory certificated employees whose position requires a valid teaching credential issued by the State of California, or teachers who teach in a non-core subject.
- (f) “Counselor” – “Counselor” is defined as all non-management, non-supervisory certificated employees who provide counseling services.
- (g) “Union” – “Union” shall refer to the United Educators of San Francisco.
- (h) “Day(s)” – “Day” or “days” are defined as calendar days unless otherwise indicated.

- (i) “Board” – “Board” is defined as the Board of Directors of the Creative Arts Charter School.
- (j) “Employee(s)” – “Employee” or “employees” are defined as those employees of the Creative Arts Charter School, whether credentialed or classified, whom the Union is certified to represent by the Public Employment Relations Board.
- (k) “Layoff” – “Layoff” is defined as the elimination or reduction of hours of one or more regular full-time or regular part-time positions.

Article 3. Union Security

Section 3.01 Agency Shop

- (a) The Employer shall require all employees, as a condition of continued employment, to join the Union, or to pay a fair share service fee as defined in Section 3546 of the Educational Employment Relations Act, upon hire or the effective date of this Agreement, whichever is later.
- (b) An employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall pay sums equal to the fair share service fee to one of the following charitable funds in lieu of paying dues:
 - (i) *UESF Scholarship Fund*
 - (ii) *African American Art and Culture Complex*
 - (iii) *San Francisco Education Fund.*
- (c) The employee shall provide proof of such payments every July 1 to the School as a condition of continued exemption from the requirement of paying dues. If the employee requests the Union to use the grievance procedure on the employee’s behalf, the employee shall pay the Union for the cost of using such procedure.

Section 3.02 Dues Deduction

- (a) The School shall require all employees, as a condition of continued employment, to complete an authorization form provided by the Union for the purpose of paying membership dues or fees as provided herein.
- (b) The School shall deduct dues or fair share service fees in an amount prescribed by the Union every pay period from each employee’s paycheck and forward them to the Union monthly.

Section 3.03 Indemnification

The Union agrees to indemnify and hold the School harmless against all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee provisions of this Agreement. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

Article 4. Union Rights

Section 4.01 Union Building Representatives and Officers

The School shall provide a reasonable amount of release time without loss of compensation to employees designated by the Union as union building representatives or officers to conduct Union business. The Union shall be provided a total maximum of eight (8) days of release time annually to attend Union trainings, meetings, and conferences. Time spent in negotiations, grievance meetings and Labor Management Committee meetings shall not be included in the calculation of these eight (8) days.

Section 4.02 Information Requests

The School shall provide the Union with information that is relevant to bargaining or enforcement of this Agreement within ten (10) days of the date the School receives the Union's request, unless mutually agreed otherwise.

Section 4.03 Facilities

The School shall grant the Union use of School facilities for Union meetings at no cost to the Union, with prior arrangement with the School, and at times that do not interfere with other school activities.

Section 4.04 Bulletin Boards

The School shall provide a reasonable amount of bulletin board space for the Union in all places where notices to employees are customarily posted.

Section 4.05 Mail and Electronic Mail

The Union shall have the right to use employee mailboxes and electronic mail to communicate with employees.

Section 4.06 New Hire Union Induction and Orientation

- (a) Within five (5) days of hiring, new employees will be informed in writing of their placement on the salary scale, information on their benefits package options, a contact person for benefits administration and the date when their benefits will become active.
- (b) New-hire orientations shall include a thirty (30) minute presentation by the Union. The School shall provide release time without loss of compensation to two (2) Union representatives for this purpose.

Section 4.07 Employee Information

The School shall supply the Union with an electronic (Excel format) list of employees showing their names, an 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 employee information about new employees as soon as it becomes available, and with any changes to a current employee's information. To the extent possible, the information shall be provided in a format for successful importing to the UESF system.

Section 4.08 Access

Union representatives shall be permitted reasonable access to the School's facilities to conduct Union business and shall sign in at the office.

Section 4.09 Meetings

The Union shall have twenty (20) minutes at the end of every other staff meeting to make a statement/report on matters of Union business or concern. These meetings will begin at 3:40pm.

Article 5. Labor Management Committee

- (a) The parties shall form a joint Labor Management Committee to discuss and resolve issues of mutual concern. A meeting shall be held prior to the start of instruction at which time monthly meetings shall be scheduled for the school year. If meetings must be cancelled, the party canceling is responsible for re-scheduling the meeting at a future date within two (2) work days.
- (b) The Committee shall not substitute for the grievance procedure or negotiations.
- (c) The Committee shall be composed of up to three (3) management and up to three (3) Union representatives, who shall be granted release time without loss of compensation to attend Committee meetings.
- (d) The Committee shall meet once per month at mutually acceptable dates, times, and locations.

Article 6. Health and Safety

Section 6.01 Written Report of Unsafe Conditions

- (a) Each employee is entitled to report to the Director, in writing, any conditions that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. Procedures for reporting and follow-up shall be determined by the Director and the Labor Management Committee, reviewed with all staff at least annually, and distributed to all staff each year.
- (b) Upon receipt of such report, the Director shall determine what, if any, steps are warranted, and shall provide a written response to the reporting employee within a reasonable period of time following the report.

Section 6.02 Immediate Report of Assault

- (a) Employees shall immediately report cases of assault or physical threat suffered by them in connection with their employment to the Director or designee, who shall immediately report the incident to the police, if after investigation such action is warranted. The Director shall release the employee from duty when s/he makes a statement to the police or appears in court in connection with the incident.
- (b) Employees released from duty under this provision shall not suffer any loss of pay or benefits.

Section 6.03 Pupil Suspension for Disciplinary Matters

Employees may recommend, in writing, that a student be suspended from school or from his or her class consistent with the School's student discipline policy. In the event the School chooses not to implement the recommendation of the employee, the Director shall provide a written description of the steps that have been taken as a result of the recommendation, as well as the reasons for not implementing the recommendation. Teachers may, at their option, agree to accept students into their classes who have been suspended from other classrooms, or are serving an in-house suspension.

Section 6.04 Unsafe Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety, except as required by law or the School's Safety Plan.

Section 6.05 Personal Safety

- (a) Infectious or contagious disease – Employees shall report any suspected infectious or contagious disease that they believe might endanger their safety. Students suspected of having a contagious disease shall be sent to the school office. Employees shall be notified of the steps taken by the Director to protect the safety of the employees and the students.
- (b) Dangerous student action – Employees who believe their safety, or the safety of students, to be endangered by a student’s actions shall refer such student to the Director or designee consistent with the School’s referral policy. No student who is referred under this section shall be returned to an employee’s class until the Director or designee has communicated in writing to the affected employee the action that has been taken. The Director’s or designee’s written report may be written on the original referral form or sent via email.
- (c) Reasonable physical control of students – An employee may use reasonable physical control to protect him or herself or others from attack, to protect property from damage or destruction, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the student. Whenever possible, an employee should seek assistance and/or call 911.
- (d) Employees will not be reprimanded or disciplined in any manner for reporting unsafe conditions, assaults or any other dangerous situations listed in this Article to the Director or the Union, nor shall any such actions be reflected in employees’ evaluations, unless such report(s) are found to be false.

Section 6.06 Personal Property Damaged at School

- (a) Reimbursement of up to a maximum of \$800 per employee per school year shall be made to employees for loss, destruction or damage by arson, burglary, or vandalism of employee-purchased or loaned instructional materials used for instruction, as provided below, if the Director has previously authorized the use of such materials and the materials are necessary for instruction and not provided by the School. In the event of a calamity that results in catastrophic losses to employee personal property, the School and the Union shall meet within thirty (30) days to determine the reimbursement amounts and schedule for payment, subject to the applicable school insurance.
- (b) Prior to bringing such items to School for instructional use, employees shall provide the Director with documentation of the item’s value, as well as a description of how it will be used in instruction. Reasonable care must be taken by the employee to safeguard and secure any such items.
- (c) Documentation of the value of the item and the Director’s approval will be included in the employee’s personnel file using the “Record of Personal Property to be used in Classroom Instruction” located in Appendix E.

Section 6.07 Telephones

The School shall provide a working telephone in all classrooms that contain an existing functional telephone jack.

Section 6.08 Child Abuse, CPR, and First Aid Training

- (a) The School shall provide annual training on mandated reporting for child abuse and emergency procedures, including procedure for lockdowns that occur before, during, or after school
- (b) Pending enrollment, the School will provide annual training in CPR and First Aid.

Article 7. Materials and Supplies

- (a) Teachers and Counselors shall be granted up to \$300 every school year for discretionary classroom materials and supplies that, in general, are not customarily provided by the School. Items customarily provided by the School include all regularly used materials and supplies needed for the classroom and planned curriculum (paper, pencils, art supplies, books, curriculum kits, etc.). Every attempt should be made to use the School as a primary purchasing agent for regularly used items.
- (b) Unit members may order such discretionary items through the School or purchase the items themselves and be reimbursed. Unit members shall be reimbursed monthly from the date they submit receipts for items purchased under this Article. Unit members who exhaust their amount may be granted additional funds for materials and supplies with approval of the Director.

Article 8. Professional Development

- (a) All staff members shall have the right to request to participate in professional--development activities sponsored by outside providers. Such participation shall be at the School's expense, should relate to the employee's duty assignment, and shall not be denied arbitrarily. The Director shall have the sole discretion to approve or deny these activities.
- (b) Certificated staff members may ask or may be afforded the opportunity to participate in School-sponsored professional development opportunities for up to one (1) week in the summer. Such participation shall be voluntary and shall be at School expense. The Director shall have the sole discretion to approve or deny these activities. Such participation shall not be denied arbitrarily.
- (c) Certificated staff approved to participate in school-sponsored professional development activities will work with the Director and/or designee to ensure such professional development information is shared with all certificated staff.

Article 9. Class Size

- (a) The School and the Union agree that small class sizes are important to the educational mission of CACS. Class sizes in grades K-3 shall be no more than 22 students. Class sizes in grades 4-5 shall be no more than 26 students, and class sizes in 6-8 shall be no more than 28 students. These class size limits shall not be applicable to physical education and visual and performing arts classes, and the Aftercare Program.
- (b) Within one (1) month of the beginning of the first and third quarter, the Labor Management Committee shall conduct a review of class sizes. After the general review of classroom enrollment and the particular needs of special education students, the director shall make the necessary changes to maintain an equitable classroom balance among teachers except by mutual agreement between the Director and the affected teachers.
- (c) If a teacher is absent and no substitute is available to cover the teacher's class, CACS may distribute the teacher's students into other teachers' classrooms. CACS will attempt to distribute the students in an equitable manner aimed at minimizing disruption/burden to teachers. Teachers will only be required to accept additional students in such cases a maximum of two (2) times without compensation during a school year. Additional instances will result in the teacher being compensated at the rate of \$10 per student for a regular day, prorated as necessary.

Article 10. Personnel Records

- (a) Except as provided in this Article, the Director or designee, including a Board member who has been designated by the Board to assist administration in a personnel matter, may inspect the material in employee personnel records. All parties who have access to materials in employee personnel records shall maintain confidentiality regarding the information contained therein.
- (b) Employees, or the Union with oral or written authorization from the employee, may inspect their personnel records during normal business hours at mutually agreeable times with the Director or designee. Employees, upon request, shall receive a copy of any document contained in his or her personnel records. Such material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved.
- (c) Employees who believe that any personnel record material is not accurate, relevant, timely, or complete may submit a written request for correction or deletion of those items to the Director. The Director shall respond in writing within ten (10) days.
- (d) Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The review shall take place during normal business hours and the employee shall be released from duty for this

purpose without salary reduction. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments.

- (e) Derogatory materials in a personnel file that are at least four (4) years old shall, upon an employee's written request, be removed from the personnel file and placed in a separate file unless the conduct was harmful to the emotional and/or physical well-being of students. Such material shall not be removed from the separate file except by court order or with the employee's consent.
- (f) Employees shall have the right to include in their personal file any material or information considered germane to that teacher's professional career.

Article 11. Performance Evaluations

Section 11.01 Preamble

Evaluation is a positive process designed to assist the certificated staff of the Creative Arts Charter School in developing and improving skills related to their areas of professional responsibility. The process must describe professional responsibilities, assess performance, and provide assistance for improving performance.

Section 11.02 Evaluation Process

- (a) Probationary teachers shall receive a Summary Evaluation twice each school year: once per semester.
- (b) After five (5) years of continuous employment in which the teacher meets or exceeds evaluation standards, permanent employees shall receive a Summary Evaluation once per year. If a teacher does not meet or exceed standards, evaluations may be given twice a year until two (2) years of satisfactory evaluations have been achieved.

Section 11.03 Standards for Evaluation

The California Standards for the Teaching Profession shall form the basis for the categories of evaluation of all certificated employees. In addition to the California Standards for the Teaching Profession, the Director of designee will evaluate each employee utilizing the Classroom Teacher Position Description (see Appendix B) and/or Arts Specialist Position Description (see Appendix B). If the Standards are updated, this Agreement shall automatically include the updated version of the Standards when released.

- 1) Engaging & Supporting All Students in Learning
- 2) Creating & Maintaining Effective Environments

- 3) Understanding & Organizing Subject Matter
- 4) Planning Instruction & Designing Learning Experiences
- 5) Assessing Student Learning
- 6) Developing as a Professional Educator

Section 11.04 Evaluation Procedures

- (a) A representative of the school administration, hereinafter called the evaluator for purposes of this Article, shall meet with new employees within the first twenty (20) days of the school year for the purpose of describing the evaluation process. Such explanation shall include providing a copy of this Article to the new employee(s), including the appropriate appendices of evaluation forms to be used, and a copy of the appropriate job description.
- (b) Employee evaluation shall be based on one (1) formal observation per semester, for a total of two (2) formal observations per evaluation year. All formal observations must be for at least thirty (30) consecutive minutes. Nothing in this paragraph shall prevent the evaluator from including informal observations in developing the Summary Evaluation, as discussed in Articles 11.04(i).
- (c) Prior to making a formal observation, the evaluator shall conduct an individual pre-observation conference with the employee to be evaluated. There may be discussion of circumstances affecting the employee's ability to be evaluated positively, such as, but not limited to: the educational capabilities of the learners, the appropriateness of the learning environment, and the job description of the employee.
- (d) The evaluator shall make an observation of the employee's performance no later than five (5) days after the pre-observation conference, at a time and day mutually agreed upon by the employee and evaluator.
- (e) The evaluator must meet with the affected employee within ten (10) days following the formal observation. Within ten (10) days after the post-- observation meeting, the evaluator shall prepare, report, and submit to the employee and report the results of the formal observation on the form included in this Agreement as Appendix C. At this meeting, the evaluator may also discuss with the employee any performance issue observed during informal observations. These informal observations may also be included in the report prepared by the evaluator pursuant to this section.
- (f) If an employee receives a rating of "Does Not Meet Standards" on the first formal Observation Report, the employee shall participate in a professional-improvement plan mutually developed by the school administration and the employee. Such plan

will identify specific performance expectations, present specific timelines within which the identified expectations are to be met, provide resources and support the employee may need to meet the expectations, and identify specific consequences if the expectations are not met. The evaluator or his/her designee shall provide affirmative assistance in an effort to improve the employee's performance. Such assistance may include, but not be limited to: a demonstration lesson; a supply of the appropriate resource material; observation and consultation by and with peers; professional development; and release time for the employee to visit and observe similar classes or activities.

- (g) The employee shall have the right to submit a written response within ten (10) days after receipt of the observation report. If the employee submits a written response, it shall be attached to the evaluator's report and filed in the personnel file.
- (h) The observation cycle as described in Article sections 11.04(b)-11.04(e) shall be completed no later than the last day of each semester.
- (i) Each employee evaluated during the school year shall receive a Summary Evaluation, recorded on the form included in this Agreement as Appendix D. The Summary Evaluation will reflect the formal Observation Reports she/he has received. The Summary Evaluation may also be based on informal observations during the school year, documentation for which has been provided to the employee in the course of the school year. The Summary Evaluation shall form the basis for the determination regarding the retention of the employee, as set forth in Appendix E (Summary Evaluation Form).
- (j) The school administration shall provide each affected employee with the Summary Evaluation no later than the last day of the spring semester.
- (k) Employees shall be rated as "meets standards," "exceeds standards", or "does not meet standards."

Article 12. No Discrimination

- (a) The School shall not discriminate against any employee on account of race, color, religion, national origin, age, veteran status, disability, political belief, citizenship, gender, gender identity, sexual orientation, union activity, medical condition, pregnancy, marital status, or other legally protected status.
- (b) All employees at the School are free to express views on issues affecting the school and its community without reprisal, as permitted by state and/or federal law.

Article 13. Grievance Procedure

Section 13.01 Definitions

- (a) A “grievance” is defined as an alleged violation, misinterpretation, or misapplication of this Agreement; school policies relating to wages, hours of employment, and other terms and conditions of employment; or past practice.
- (b) A “grievant” is defined as an employee, a group of employees, or the Union.

Section 13.02 General Provisions

- (a) Employees shall have the right to Union representation at every step of the grievance procedure.
- (b) The School shall provide release time without loss of compensation to employees to attend grievance meetings.
- (c) Failure to respond to a grievance at any step within the required time frame shall result in automatic appeal of the grievance to the next step. Time limits may be extended by mutual agreement.
- (d) An employee in his or her initial probationary period shall have access to the grievance procedure, provided however he or she shall not have the right to grieve his or her termination of employment.
- (e) A grievance shall not be presented later than thirty (30) days after the employee knew, or reasonably could have known, of the event giving rise to the grievance.

Section 13.03 Informal Resolution

- (a) Grievants are encouraged to discuss concerns directly with their immediate supervisor. The supervisor shall gain a clear understanding of the grievant’s concern or complaint and work with the grievant to correct the problem. Should the immediate supervisor not be available for the time period relevant to the grievance protocol, the grievant is responsible for notifying the Director or designee, who shall select another administrator to hold the informal resolution discussion.
- (b) The supervisor shall respond within fifteen (15) days of the date of the initial discussion.

Section 13.04 Step One - Director

- (a) If the informal approach fails to achieve the desired result, and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing on the appropriate form (Appendix G) within fifteen (15) days after the grievant knew, or should have known, of the circumstances which form the basis for the grievance. The formal document shall be a clear, concise statement of the grievance, citing

specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. The formal grievance shall be submitted to the Director or designee.

- (b) The Director shall meet with the grievant to discuss the grievance within ten (10) days of receipt of the formal grievance. The Director shall respond to the grievance in writing within ten (10) days of the meeting. The Director shall send copies of the response to both the grievant and the Union.

Section 13.05 Grievance Committee

- (a) If the Union is dissatisfied with the response at step one, the Union may appeal to the Grievance Committee within fifteen (15) days of receiving the Step 1 response. The Grievance Committee shall be composed of one appointee from the School, one appointee from the Union and a neutral appointee who shall be selected from a list to be provided by the State Mediation and Conciliation Service. The list shall include five (5) names and the parties shall alternately strike until one neutral is selected. The parties shall flip a coin to determine who strikes first.
- (b) The Grievance Committee shall conduct an evidentiary hearing with the parties to review the grievance, whereby both parties will be permitted to introduce evidence/testimony regarding the grievance. The burden of proof in all grievances shall rest with the Union. Following presentation of evidence/testimony regarding the grievance, the Grievance Committee may discuss the case without the parties present. If requested by the Grievance Committee, the parties may be asked to submit briefs. If no briefs are deemed necessary the parties shall have an opportunity to make closing arguments.
- (c) The decision of the Grievance Committee shall be final and binding. The Grievance Committee shall provide a written decision to the parties not later than thirty (30) calendar days after the closing of the hearing and shall make its decision by majority vote.
- (d) The jurisdiction of the Grievance Committee is limited to whether or not a specific provision of this Agreement has been violated. In no case shall the Grievance Committee have the power to add to, subtract from, or modify any of the terms of this Agreement.
- (e) The fees and expenses of the State Mediation and Conciliation Service's involvement in the aforementioned conference shall be borne equally by the School and the Union. All other expenses shall be borne by the party incurring them.

Article 14. Sick Leave

Section 14.01 General

- (a) Sick leave may be used for personal illness of the employee or a member of the employee's immediate family, as well as for any purpose consistent with the Family and Medical Leave Act or California Family Rights Act leave (e.g., caring for an ill family member or bonding with a new baby or adopted/foster child).
- (b) Certificated employees may use accrued sick leave in one half (1/2) day increments.
- (c) Employees may use up to five (5) days of sick leave for personal necessity leave per year. Uses of personal necessity leave may include but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family members, adoption of a child, the birth of a child making it necessary for an employee who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the work day.
- (d) For absences of three (3) consecutive work days or more, the School may require a medical certification.

Section 14.02 Accrual

- (a) Certificated employees shall accrue ten (10) days of sick leave at the start of each school year. Part-time certificated employees shall accrue sick leave pro rata based on the percentage of time worked.
- (b) Unused sick leave shall be carried forward from one year to the next with a maximum accumulation of (25) days.

Section 14.03 Unused Sick Leave

- (a) Employees in CalSTRS may have their unused sick leave days deemed unused sick leave upon termination of employment for which they receive retirement service credit. Employees who accept a position in a school district may alternatively have such days deemed leave of absence for illness or injury under Education Code Section 44978 for certificated and Education Code Section 45191 for classified employees as permitted by law. The School shall certify to the new school district the total amount of leave of absence for illness or injury to be transferred under Education Code Section 44979 for certificated employees and Education Code Section 45202 for classified employees, as permitted by law.
- (b) Employees not in CalSTRS shall have up to two (2) accrued but unused sick leave days (calculated based on the employee's average work day) paid to them upon retirement.

Section 14.04 Leave Donations

- (a) An employee may donate any portion of his or her accrued sick leave days to another employee in his/her bargaining unit who has exhausted his or her accrued sick leave and has a catastrophic illness or injury that requires time off.

Article 15. Other Leave

Section 15.01 Bereavement Leave

- (a) Employees who experience a death in the family shall be granted three (3) days off with pay or five (5) days off with pay for the death of a spouse/partner, parent, child, or sibling, or for travel exceeding 500 miles.
- (b) For the purpose of bereavement leave, family is defined as spouse, domestic partner, parent (or any person who has actually served in the capacity of parent), grandparent, brother, sister, child, stepchild, foster child, grandchild, mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, guardian, aunt, uncle, niece, or nephew.

Section 15.02 Judicial Leave

Employees shall be provided leave for jury duty and to appear as a witness in court, other than as a litigant. While actually serving or required to appear for jury duty, the employee shall receive his/her regular earnings and shall assign to the School all remuneration received for jury duty except for that part received for travel expense reimbursement. Employees shall provide proof of jury service.

Section 15.03 Family Medical Leave

- (a) Employees may take up to twelve (12) workweeks of unpaid leave each year for a serious health condition of the employee or the employee's child, spouse, domestic partner, or parent, or to care for or bond with a newborn child, a newly adopted child, or a newly placed foster child.
- (b) For Family Medical Leave purposes, the leave year shall be the school year.
- (c) The School shall pay the same benefit premiums for an employee on Family Medical Leave as the employee is entitled to under Article 17, Sections 17.01 and 17.02.
- (d) Employees taking Family Medical Leave for a serious health condition shall be allowed to take leave on an intermittent or reduced-schedule basis.
- (e) Unless requested by the employee, the School shall not substitute any of the employee's accrued sick leave during leaves taken pursuant to this section.

- (f) The School shall restore employees returning from Family Medical Leave to their original positions. Assignment to an equivalent position is permitted only if the original position no longer exists.
- (g) All time on Family Medical Leave shall be considered time worked for purposes of determining seniority and other benefits.
- (h) The School policies and procedures for leaves due to pregnancy and related disability shall be committed to writing and made available in hard copy and electronically to staff.

Section 15.04 Personal Leave

- (a) An unpaid personal leave for one (1) semester or one (1) year for reasons of pregnancy, illness or illness of a family member, military leave transfer, or parental leave shall be granted at the request of the employee. The request must be received by the Director no later than March 1 for the following fall term or no later than September 1 for the following spring term. This section is not intended to alter/impair any leave of absence rights an employee may have under applicable law.
- (b) Permanent certificated employees who have worked at CACS for a minimum of five (5) years (eligible in their sixth (6th) year) may request an unpaid leave of absence for one (1) semester or one (1) school year (August to June). Such requests will be granted at the Director’s discretion, under the following guidelines:
 - (i) *said request is received by the Director not later than March 1 for the following fall term or no later than September 1 for the following spring term AND*
 - (ii) *the Director has discretion based on impact on the school, how many other teachers are on leave per section (a) above, number of requests, etc.*
- (c) Employees who have taken a long-term leave would be eligible again for an additional leave after their 10th year at CACS (every five (5) years).
- (d) The Director shall make every effort to assign a teacher returning to duty from a long-term leave of absence to a position similar to the one previously held. If a teacher notifies the Director of his/her intent to return from long-term leave before February 1, he/she shall be given priority for placement in a position similar to the one held before going on leave, if available. Any teacher returning from long-term leave who notifies the Director of his/her intent to return after February 1 may be assigned/continued on unpaid leave at the discretion of the Director. Continued failure of an employee on leave to notify the Director of his/her intent to return by February 1 in the following year shall be deemed a voluntary resignation.
- (e) Employees shall advance on the salary schedule one step for each year of service (as defined in article 26.01). For purposes of this section, a year of service shall

mean that the employee has received compensation from CACS for 75% or more of the scheduled work days during a given school year. All paid leave, including vacation, sick leave, bereavement, jury duty and personal necessity time shall count toward the calculation of the amount of service needed for advancement.

- (f) Employees on long-term unpaid leave will be responsible for full payment of their benefits. At the time of the request for leave, it will be determined whether the employee may continue on the School benefits plan but will be responsible for paying 100% of the cost in advance, or go on COBRA.
- (g) A personal leave may be extended beyond one (1) semester or one (1) year by mutual agreement between the employee and the School.

Article 16. Assignments

Section 16.01 Assignments

- (a) Certificated unit member assignments within grades kindergarten through fifth grade may be as follows:
 - (i) *K-1 loop*
 - (ii) *2-3 loop*
 - (iii) *4-5 loop*
- (b) The Director, after consultation with the teaching staff, shall consider the following factors when making assignments for the next school year (in no order of preference): looping, teacher experience, performance evaluations, seniority and the educational program.

Section 16.02 Internal Posting Period

- (a) Notice of known vacancies for the upcoming school year for certificated position vacancies shall be emailed to all employees and posted in areas frequented by employees for three (3) days before they are made public. Postings shall include job title, responsibilities, qualifications, salary range, benefits, the date of posting, and how/when to apply. Vacancies during the school year shall be shall be emailed to all employees and posted in areas frequented by employees for one (1) day before they are made public. Any subsequent changes to the responsibilities or qualifications for the position shall be emailed to all employees and posted in areas frequented by employees and shall result in automatic extension of the internal preference period by three (3) day for vacancies for the upcoming school year and by one (1) day for vacancies during the school year from the date employees are notified of the changes.

- (b) All current employees who submit a letter of interest to the Director during this period and who meet the minimum position qualifications as stated on the job description shall be interviewed.
- (c) The Director shall inform employees who are not selected the reason(s) in writing.
- (d) Notwithstanding any of the above, all current employees shall have the same rights as outside candidates to apply for position vacancies that have been made public.

Section 16.03 Work in a Higher Classification

- (a) Employees who are designated by the Director of his/her designee to temporarily perform duties of a higher job classification shall be paid for the actual hours performing those duties at the salary rate for step 1 of the higher classification or a ten percent (10%) increase over their current pay, whichever is greater.
- (b) Substitute assignments shall be paid at the substitute rate and offered to classified unit members in order of seniority, from highest to lowest, provided that the assignment does not conflict with their regular assignment and that the unit member has a bachelor's degree or higher from a regionally accredited college or university and has satisfied the California Commission on Teacher Credentialing basic skills requirement (for example, by passing the CBEST).

Article 17. Benefits

Section 17.01 General

- (a) The School shall provide all employees working at least twenty-one (21) hours per week with the health and welfare benefits set forth in this Article.
- (b) The School shall contribute, for each employee working less than twenty-one (21) hours but more than ten (10) hours per week, \$75 per month to a Health Reimbursement Arrangement covering out-of-pocket medical expenses, to the maximum extent permitted by law, incurred by the employee for the employee or the employee's spouse or dependents.
- (c) A joint labor-management committee (two members selected by the Union and two members selected by the School) shall meet annually to discuss any potential changes to benefit packages. The Director of Operations will present all options with the support of the School's Insurance Representative. Given that benefit changes affect all employees, the joint labor-management committee retains the right to make final decisions regarding changes with the understanding that labor input must be factored in to all decisions. When needed, the joint labor management committee shall conduct an anonymous survey of all employees eligible for benefits (administrative, certificated, and classified) on their preferences of benefits (solo or family coverage, service priorities, preferred providers,

willingness to pay, etc.) Selection of the benefits will be based upon simple majority of survey preference. Should survey preferences suggest the selection of a more expensive plan than the current plan offered by the School, employees shall be responsible for the increased costs. Every effort shall be made for the joint labor-management committee to meet in the Spring preceding the next open enrollment period in order to discuss the upcoming benefits options.

- (d) In order to prepare for any possible benefits changes, the Union shall be free to meet with the School-selected broker regarding benefits options within the first four (4) weeks of school.

Section 17.02 Medical

The School shall pay for employees working 35 hours a week or more plus dependents (children) on the \$50.00 co-pay plan under Kaiser or a medical plan of comparable economic value and quality for employees. The School shall pay for employees working between 21 and 35 hours per week without dependent coverage on the \$50.00 co-pay plan under Kaiser or a medical plan of comparable economic value and quality for employees.

Section 17.03 Dental

The School shall offer a designated Dental Plan for each employee and eligible dependents at no cost to the employee.

Section 17.04 Vision

The School shall offer a Vision Plan, currently offered through Kaiser, for each employee and eligible dependent(s) for those employees who choose to pay for such a plan.

Section 17.05 Life/AD&D

The School shall provide each employee a \$10,000 Life/AD&D insurance plan.

Section 17.06 Commuter Checks

The School shall maintain the current commuter check benefit as required by local ordinance.

Article 18. Discipline

Section 18.01 Grounds for Discipline

Employees may be disciplined according to the provisions in this article for

unprofessional conduct, immoral conduct, dishonesty, conviction of a felony or any crime involving moral turpitude, or persistent violation of or refusal to obey school policies or reasonable regulations prescribed by the school's governing board. Any disciplinary action taken against an employee due to off--duty conduct bearing a nexus to the employee's job shall be based upon applicable legal standards.

Section 18.02 Progressive Discipline

- (a) The School shall use progressive discipline. The progressive disciplinary steps shall be as follows:
 - (i) *Counseling*
 - (ii) *Written warning*
 - (iii) *Suspension*
 - (iv) *Demotion (Classified only)*
 - (v) *Termination*
- (b) If the actions of the employee threaten the health and/or safety of any other person the School may skip the progressive discipline steps.
- (c) The School shall, upon request from the employee, remove written warnings from an employee's personnel file four (4) years after the date of the last disciplinary occurrence, and they shall be placed in a separate sealed file, unless the conduct was harmful to the emotional and/or physical well-being of students. Such material shall not be removed from the separate file except by court order or with the teacher's consent. The School shall not rely upon written warnings once they have been removed from an employee's personnel file as the basis for further discipline.
- (d) In applying the progressive discipline set forth in this article, the following guidelines shall apply: The Employee shall be informed of the consequences of his/her conduct prior to the imposition of any discipline; discipline shall be imposed only after a reasonable investigation of the basis for the discipline and shall be reasonably related to the nature of the offense; and rules, orders and penalties shall be applied fairly and equitably taking into account the employee's past record of discipline.

Section 18.03 Notice of Discipline

- (a) The School shall notify employees of proposed suspensions and/or terminations in writing at least five (5) days before the discipline is imposed. The notice shall include:

- (i) *The reason(s) for the discipline, including the charges against the employee and the policy or practice violated, if applicable;*
- (ii) *Except in cases of termination, the action required to correct the problem and the time frame for corrections;*
- (iii) *A copy of all materials upon which the discipline is based; and*
- (iv) *A statement that the employee has the right to appeal the discipline using the grievance procedure in this Agreement.*

Employees, upon request, shall have the right to the presence of a Union representative when they are presented with a notice of discipline.

Article 19. Work Year

Section 19.01 Work Year

The work year for all certificated employees shall be one hundred eighty-six (186) days, excluding summer professional development days. Of these, one hundred seventy-seven (177) shall be instructional days. Seven (7) days shall be professional development days, including the equivalent of at least one (1) day before the first day of instruction for classroom set-up. Two (2) days (one (1) per semester) shall be scheduled as an on-site report card work day. These days will be scheduled as part of the academic calendar. This Article voids past practice of hiring subs for report card days.

Section 19.02 Holidays

The School shall observe the same holidays as those observed by the San Francisco Unified School District.

Article 20. Layoffs

Section 20.01 General

- (a) Employees may be laid off due to lack of work or lack of funds.
- (b) Employees shall be laid off by classification and, for certificated employees, credentials, in reverse order of seniority, from lowest to highest. No certificated employee may be laid off while any other employee with less seniority is retained to render a service for which the former is certificated to render. This section shall not apply to probationary classified employees.

Section 20.02 Notice

- (a) The School shall notify the Union of proposed layoffs in writing at least forty-five (45) days before the effective date. The notice shall include a list of positions subject to layoff and a current seniority list.
- (b) The School shall meet with the Union to consider alternatives to layoffs and shall bargain over any effects of layoffs not specifically addressed in this Agreement.
- (c) The School shall notify affected employees in writing of layoff at least forty-five (45) days before the effective date.

Section 20.03 Recall Rights

- (a) Laid off employees and employees who demote as the result of a layoff shall be placed on a recall list for thirty-nine (39) months. Probationary teachers shall be placed on a twenty-four (24) month recall list. If the School is reemploying certificated or permanent classified employees the order of reemployment shall be from most to least senior for the school year for which the layoffs were noticed or occurred. (For example, if layoff notices are sent out for the 2017-2018 school year, upon rescission of these notices, seniority shall apply to rehire that occurs during the 2017-2018 school year. Thereafter, laid off employees shall be recalled based on the needs of the School and not necessarily in order of seniority.)
- (b) Recalled employees shall be reinstated with the same step placement, benefits, rights, and permanent or probationary status [for certificated only], they had at the time they were laid off. The period of the employee's absence shall be treated as a leave of absence and shall not be considered a break in service for seniority.

Section 20.04 Other Rights

- (a) Laid off employees shall have first preference for substitute assignments in their prior classifications, at the regular substitute rate for classified and certificated. Substitute assignments shall be offered to laid off employees who have seniority in the classification in order of seniority, from highest to lowest.
- (b) Laid off employees shall have promotion rights as provided in this Agreement. The School shall email and mail laid off employees all internal postings for position vacancies at the time they are posted.
- (c) The School shall email and mail laid off employees and the Union a copy of all public job announcements at the time they are made public.
- (d) Laid off employees are responsible for notifying the Director of any changes in their email and/or mailing address.

Article 21. Savings Clause

Section 21.01 Savings Clause

If any provision of this agreement or any application thereof to any employee is held by a court of final jurisdiction or the Public Employment Relations Board (PERB) to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court or by PERB, but all other provisions and applications shall continue in full force and effect.

Section 21.02 Statutory Changes

- (a) Federal, State, or Municipal legislative or administrative regulations changes that are permissive and affect the provisions of this Agreement shall, upon request of either party, be subjects for negotiations regarding a successor agreement.
- (b) Legislative or administrative regulation changes that are mandatory and are in legal conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement. The School and the Union agree to meet and revise the Agreement to reflect the mandatory change(s).

Article 22. No Strike or Lockout

Differences between the parties shall be settled by peaceful means as provided in this contract. For the duration of this contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. For the duration of this contract, the School, in consideration of the terms and conditions provided herein, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.

Article 23. Academic Freedom

Certificated employees are specifically authorized to choose curricula and curricular materials that they deem appropriate for the students assigned to their classes within the framework of School-adopted curricula and established practices.

Article 24. Probationary Period

All newly hired certificated employees shall complete a two-year probationary period.

Article 25. Sabbatical Leave

The Labor Management Committee will confer annually on the feasibility of Sabbatical Leaves.

Article 26. Pay

Section 26.01 Salaries

- (a) Teachers shall receive a ten percent (10%) salary increase for the 2017-2018 school year, a two percent (2%) salary increase for the 2018-2019 school year, and a two percent (2%) increase for the 2019-2020 school year.
- (b) Certificated employees hired after July 1, 2011, shall be granted a year of credit for each year of prior experience for purposes of initial placement on the salary schedule.
- (c) A certificated employee who holds current National Board for Professional Teacher Standards (NBPTS) certification shall receive an added annual salary payment of \$500 above regular salary schedule placement, provided that the employee is teaching in a position for which he or she holds a current California teaching credential and provided the National Board Certification is in an area relevant to the employee's position at the School.

Section 26.02 Overnight Field Trips

Teachers who attend overnight field trips, with Director approval, shall be compensated with a stipend of \$100 per night and provided reimbursement for mileage incurred in their personal vehicle at the applicable IRS rate. When calculating mileage, the School shall serve as the start and end point for the calculations.

Section 26.03 Extended Day Stipend

Teachers are required to work at four (4) evening events each school year, and will receive an additional stipend of \$50 for work done beyond the defined work day.

The stipend received for these events is the equivalent of \$200 paid in the final paycheck of the school year. Music teachers may receive additional stipends to equal \$50 per event as compensation when the School requests performances from student musicians, and is agreed to by both parties.

- (a) After hours work for IEP meetings, SST meetings, or family conferences are exceptions to the Extended Day compensation, per our contract Article 27 (e), "every effort will be made, given the participant schedules to conduct these meetings during the work day."

The events are:

For All Teachers:

Fall Exhibition of Learning
Spring Exhibition of Learning
Spring Show

For Classroom Teachers:

Back to School Night

For Visual Art, Dance, Music and Theater Teachers:

Arts Night

For Music Teachers:

Events where the School has requested a performance of student musicians.

Section 26.04 Equity Support Team/Committee

Teachers who elect to serve on the Equity Support Team will be paid a stipend in biannual installments on/by December 18 (\$750) and May 25 (\$750). Interested teachers will apply to serve on this committee, and selection will be determined by the School Director. A job description for committee members is included in Appendix F

Article 27. Hours of Work—Certificated

Section 27.01 Work Week

- (a) The work week for certificated employees shall be Monday and Wednesday through Friday from 8:00 a.m. to 3:30 p.m., and Tuesday from 8:00-4:00 p.m., except during the two (2) conference weeks when the work day extends until 6:00 p.m. to accommodate parent schedules.
- (b) Committee work shall be voluntary and may require unit members to work beyond their normal day.
- (c) The School may schedule up to two (2) staff meetings per year (in addition to Tuesday staff meetings) provided that such staff meetings do not extend the work day more than two (2) hours.
- (d) The work week for the counselor shall be forty (40) hours. The work week for all other employees shall be thirty-eight (38) hours.
- (e) Employees are responsible for attending and participating in certain activities that may be scheduled outside of the defined working hours as follows:

- Back to School Night (one per year, Classroom Teachers and Advisors required, Arts Specialists optional)
- Spring Show (one per year)
- Exhibition of Learning Events (one per semester)
- Family Arts Night (once per school year; Arts Specialists required, Classroom Teachers optional)
- And the following meetings, for which every effort will be made, given participant schedules, to conduct during the work day:
 - Individual Education Plan (IEP) Meetings
 - Student Study Team (SST) Meetings
 - Parent/Teacher Conferences

All other activities outside of working hours are subject to voluntary attendance and participation. Teachers are encouraged to attend Arts Performances and Community Events in which their class participates. Arts Specialists may schedule other arts exhibitions/performances throughout the year, and would be encouraged to attend these events, unless alternative arrangements are made.

Section 27.02 Meal Periods

All employees shall be entitled to a daily uninterrupted thirty (30) minute duty-free lunch in the middle of the day, as long as the employee works a minimum of six (6) hours a day.

Section 27.03 Preparation Periods

- (a) Each certificated staff member shall be entitled to preparation time each week within the work day as follows:

Grade Level	Minutes of Preparation Time
K-5 and art teachers	150
6-8	225
Advisory arts teachers	225

- (b) Such preparation time shall be included within the instructional day, and no designated preparation period may be of less than thirty (30) consecutive minutes.
- (c) Kindergarten teachers may be required to provide enrichment activities for grades 1--5.

- (d) If a teacher is required to cover another teacher's class during his/her preparation period, the teacher will be compensated at the then-current applicable (credentialed or non-credentialed) substitute rate, prorated as necessary.

Section 27.04 Home Visits

At the start of each loop, all teachers are authorized to, at their own initiative, conduct visits to the homes of their students with pre-approval by the Director or designee. Those choosing to engage in such activity shall make every effort to schedule the visits before the school year commences, and will be paid a stipend of \$250 and will be reimbursed for mileage at the prevailing mileage rate authorized by the Internal Revenue Service, so long as reimbursement has been pre-approved by the Director or designee. Mileage shall be calculated between CACS and the home visit only; the teacher's normal commute is excluded.

Section 27.05 Family Conference Week Flex Time

Teachers who work beyond the defined work day during biannual family conference week can compensate for that overage by taking an equal amount of time off (e.g., leaving early) on other days during family conference week provided they are otherwise making every effort to ensure full family conference participation.

Article 28. Management Rights

It is understood that the School retains all of its powers and authority to direct, manage and control to the full extent of the law. Included but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staff patterns; determine the number and kinds of personnel required; maintain the efficiency of School operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of any emergency. In addition, the Governing Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate and discipline employees, subject to the terms and conditions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Union and the Governing Board, and then only to the extent such specific and express terms are in accordance with law.

Article 29. Term

The term of this Agreement shall be effective from July 1, 2017 through June 30, 2020. There shall be no reopeners for the Agreement with the exception to accommodate increases to the SFUSD salary schedule which surpass the CACS salary schedule for certificated employees and with the exception of an update to the current certificated evaluation process and with the exception of the development of a pre-retirement article and with the exception of preparation periods. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the Agreement.

APPENDIX A: 2017-18 Certificated Salary Schedule

2017-18 Teacher / Counselor Salary Schedule					
% Change		10%			
Years of Service	Step	BA	BA + 30	BA + 60	Counselor
0	1	59,296.60	63,081.70	65,605.10	63,081.70
1	2	59,928.00	64,027.70	67,118.70	64,973.70
2	3	60,684.80	64,973.70	68,632.30	68,632.30
3	4	61,568.10	65,919.70	70,650.80	72,064.30
4	5	62,450.30	66,866.80	72,543.90	75,445.70
5	6	63,333.60	67,812.80	74,435.90	79,646.60
6	7	64,216.90	68,443.10	76,329.00	81,671.70
7	8	65,100.20	69,074.50	78,221.00	83,696.80
8	9	65,983.50	70,020.50	80,113.00	85,721.90
9	10	66,866.80	71,282.20	82,384.50	88,151.80
10	11	67,750.10	73,174.20	85,330.30	91,303.30
11	12	68,632.30	75,697.60	87,222.30	93,328.40
12	13	69,515.60		87,222.30	93,328.40
13	14			89,745.70	96,027.80
14	15			89,745.70	96,027.80
15	16			89,745.70	96,027.80
16	17			92,900.50	99,402.60
17	18			92,900.50	99,402.60
18	19			92,900.50	99,402.60
19	20			96,319.30	103,061.20
20	21			96,319.30	103,061.20
21	22			96,319.30	103,061.20
22	23			99,668.80	106,646.10
23	24			99,668.80	106,646.10
24	25			99,668.80	106,646.10
25	26			103,453.90	110,695.20

Beginning the 2017-18, CACS moved from “Years of Service” starting at “0” to “Step” starting at “1”

Equity Support Team: \$750/Semester Work on Extended Days: \$200/4 Req. Evening Events/Year Sports Team Coaching: \$500/Season National Board Certification: \$500/Year Discretionary Classroom Supplies: \$350/Year	<u>Requires Prior Approval</u> Home Visits: \$250 Overnight Field Trips: \$100/Night Music Teacher Extended Day Events: \$50/Event
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2018-19 Certificated Salary Schedule

2018-19 Teacher / Counselor Salary Schedule				
% Change	2%			
Step	BA	BA + 30	BA + 60	Counselor
1	60,482.53	64,343.33	66,917.20	64,343.33
2	61,126.56	65,308.25	68,461.07	66,273.17
3	61,898.50	66,273.17	70,004.95	70,004.95
4	62,799.46	67,238.09	72,063.82	73,505.59
5	63,699.31	68,204.14	73,994.78	76,954.61
6	64,600.27	69,169.06	75,924.62	81,239.53
7	65,501.24	69,811.96	77,855.58	83,305.13
8	66,402.20	70,455.99	79,785.42	85,370.74
9	67,303.17	71,420.91	81,715.26	87,436.34
10	68,204.14	72,707.84	84,032.19	89,914.84
11	69,105.10	74,637.68	87,036.91	93,129.37
12	70,004.95	77,211.55	88,966.75	95,194.97
13	70,905.91		88,966.75	95,194.97
14			91,540.61	97,948.36
15			91,540.61	97,948.36
16			91,540.61	97,948.36
17			94,758.51	101,390.65
18			94,758.51	101,390.65
19			94,758.51	101,390.65
20			98,245.69	105,122.42
21			98,245.69	105,122.42
22			98,245.69	105,122.42
23			101,662.18	108,779.02
24			101,662.18	108,779.02
25			101,662.18	108,779.02
26			105,522.98	112,909.10

Equity Support Team: \$750/Semester Work on Extended Days: \$200/4 Req. Evening Events/Year Sports Team Coaching: \$500/Season National Board Certification: \$500/Year Discretionary Classroom Supplies: \$350/Year	<u>Requires Prior Approval</u> Home Visits: \$250 Overnight Field Trips: \$100/Night Music Teacher Extended Day Events: \$50/Event
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2019-20 Certificated Salary Schedule

2019-20 Teacher / Counselor Salary Schedule				
% Change	2%			
Step	BA	BA + 30	BA + 60	Counselor
1	61,692.18	65,630.20	68,255.55	65,630.20
2	62,349.09	66,614.42	69,830.30	67,598.64
3	63,136.47	67,598.64	71,405.04	71,405.04
4	64,055.45	68,582.86	73,505.09	74,975.70
5	64,973.29	69,568.22	75,474.67	78,493.71
6	65,892.28	70,552.44	77,443.11	82,864.32
7	66,811.26	71,208.20	79,412.69	84,971.24
8	67,730.25	71,865.11	81,381.13	87,078.15
9	68,649.23	72,849.33	83,349.57	89,185.06
10	69,568.22	74,162.00	85,712.83	91,713.13
11	70,487.20	76,130.44	88,777.64	94,991.95
12	71,405.04	78,755.78	90,746.08	97,098.87
13	72,324.03		90,746.08	97,098.87
14			93,371.43	99,907.32
15			93,371.43	99,907.32
16			93,371.43	99,907.32
17			96,653.68	103,418.47
18			96,653.68	103,418.47
19			96,653.68	103,418.47
20			100,210.60	107,224.87
21			100,210.60	107,224.87
22			100,210.60	107,224.87
23			103,695.42	110,954.60
24			103,695.42	110,954.60
25			103,695.42	110,954.60
26			107,633.44	115,167.29

Equity Support Team: \$750/Semester Work on Extended Days: \$200/4 Req. Evening Events/Year Sports Team Coaching: \$500/Season National Board Certification: \$500/Year Discretionary Classroom Supplies: \$350/Year	<u>Requires Prior Approval</u> Home Visits: \$250 Overnight Field Trips: \$100/Night Music Teacher Extended Day Events: \$50/Event
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APPENDIX B: Job Descriptions

(a) Appendix B: CLASSROOM TEACHER POSITION DESCRIPTION

(a) Faculty Position Overview

- 1) The Creative Arts Charter School (CACS) teacher serves in a professional capacity as an active member of the school community and as a faculty team member of the school. Working collaboratively within the teaching team, the teacher has the primary responsibility for developing and implementing a curriculum which endorses the school's educational philosophy. The teacher is responsible for the health and safety of children and preparing and implementing a balanced curriculum which addresses the individual needs of each child enrolled in their classroom or special program.

(b) Classroom Teacher Responsibilities

- Implement an arts-integrated, project-based curriculum which is developmentally and culturally appropriate.
- Participate in School sponsored/required professional development, which may include equity training, Origins, and Responsive Classroom® during the work day.
- Plan learning objectives and design daily activities to foster children's physical, cognitive, communication, academic, creative, and social/emotional development that meet all corresponding state standards.
- Collaborate with grade level partner(s), Director of Arts Programming, Arts Specialists and/or visiting artists to develop and document arts-integrated curriculum and instruction, as well as evaluate and assess current curricular models and practices and make student learning visible.
- Design daily activities based on children's individual and collective interests, developmental needs and social relationships.
- Establish and maintain a safe, arts-integrated, and healthy learning environment which fosters constructivist learning.
- Provide a classroom climate which cultivates self-direction and cooperative learning, promoting self esteem, creativity and a sense of community responsibility through the use of Responsive Classroom and Origins.
- Provide differentiated plans for each child which are based on developmental and academic assessments. (Use informal and formal observations as a resource for assessment).
- Establish and maintain portfolio of student work for each student and share information regularly (and as needed) with parents/guardians.
- Plan and implement Family/School Conferences with the intention of meeting with all families. (Teachers are expected to hold two (2) five-day periods of scheduled Family/School Conferences, which will take place during two (2) separate weeks with shortened instructional time. Teachers are required to offer at least four (4) before school time slots and to hold conferences until 6:00 p.m. as needed to accommodate parent/guardian work schedules.
- Taking attendance every day and submitting it to office by the required time (currently 10:00 am.)

- Meets all school deadlines
- 2) •• Posting updates, assignments and general news on Schoology.
- Establish and maintain positive relationships with colleagues, families, and students. Provide direction and support to classroom volunteers and teaching assistants.
- Work cooperatively with designated board committees and groups; participation on board committees is voluntary.
- Demonstrate a willingness to learn and grow professionally and actively participate in the self -assessment process.
- Demonstrates working knowledge and incorporation of the element of Framework for Teaching and Learning.

(c) Advisory Teacher Responsibilities

- Advisors act as student advocates and are liaisons for parent-teacher-student communication.
- Follow the essential questions and curriculum as it supports the advisory program.
- Planning and participating in service learning opportunities for their advisees.
- Monitoring and tracking their advisee’s grades for all subjects regularly.
- Tracking and collecting Independent Study work.
- Posting updates, assignments and general news on Schoology.
- Taking attendance every day and submitting it to office by 10 am.
- Updating advisory grades in accordance with the schedule provided by the administration.
- Integrating Origins curriculum and community building activities (advancing the social, emotional and academic growth of students).
- Scheduling and managing Family/School Conferences for all advisees.
- Attending camping trips which are attended by advisees
- Attending staff meetings throughout the school year on Tuesdays from 1:15 p.m. to 2:00 p.m.

OTHER PROFESSIONAL DUTIES

Employees are responsible for attending and participating in certain activities that may be scheduled outside of the defined working hours as follows:

D Back to School Night (one per school year; Classroom Teachers and Advisors required, Arts Specialists optional)

D Spring Show (one per school year)

D Exhibition of Learning Events (one per semester)

D Family Arts Night (one per school year; Arts Specialists required, Classroom Teachers optional)

And the following meetings, for which every effort will be made, given participant schedules, to conduct during the work day:

D Individual Education Plan (IEP) Meetings

D Student/Study Team (SST) Meetings

D Parent Teacher Conferences (one week in Fall and in Spring semester)

All other activities outside of working hours are subject to voluntary attendance and participation. Teachers are encouraged to attend Arts Performances and Community Events in which their class participates. Arts Specialists may schedule other arts exhibitions/performances throughout the year, and would be encouraged to attend these events, unless alternative arrangements are made. All other activities that may fall after the regular work day are subject to voluntary attendance and participation.

Teachers are to attend to instructional preparation needs before the student instructional day begins and at all other appropriate times. The Teacher will not leave assigned students unattended or with unqualified individuals at any time during the instructional day.

CACS requires well-developed teaching skills and therefore requires each of its teachers to participate in professional development: Board approved training events, conferences and seminars, etc. All teachers must attend the following professional development at CACS:

- Staff meetings throughout the school year on Tuesdays from 2:00 p.m. to 3:50 p.m., or as otherwise scheduled;
- Up to two (2) additional staff meetings from 3:30 p.m. to 5:30 p.m. when necessary;
- Professional development/in-service trainings occurring during normal working hours; and
- Other professional development opportunities offered at the discretion of the Director

ARTS SPECIALIST POSITION DESCRIPTION

(a) Faculty Position Overview

The Creative Arts Charter School (CACS) Arts Specialist serves in a professional capacity as an active member of the school community and as a faculty team member of the school.

Working collaboratively within the arts teaching team, the Arts Specialist has the primary responsibility of developing and implementing an arts curriculum consistent with the school's mission and vision.

(b) Arts Specialist Responsibilities

D Implement a studio based, arts-integrated, project-based curriculum, which is developmentally and culturally appropriate.

Δ Plan learning objectives and design daily activities to foster children's physical, cognitive, communication, academic, creative, and social/emotional development that meet all corresponding state arts standards.

D Collaborate with arts staff including Director of Arts to develop and document curriculum, evaluate and assess current curricular models and practices, and plan and implement arts performance and related activities.

D Collaborate with classroom teachers on a weekly basis in the implementation of arts integration. Collaboration includes meetings, design of curriculum, co-teaching in the classrooms and creation of learning exhibitions during the

workday.

D Make arts learning visible through hallway and studio displays, and/or performances

Δ Design daily activities based on children's individual and collective interests, developmental needs and social relationships.

D Establish and maintain portfolio of student work for each student and share information regularly (and as needed) with parents/guardians.

D Establish and maintain a safe, arts-rich, and healthy learning environment that fosters constructivist arts-based learning.

D Provide a studio climate that cultivates the Studio Habits of Mind, self-direction and cooperative learning, promoting self-esteem, creativity and a sense of community responsibility.

D Meets all school deadlines

D Establish and maintain positive relationships with colleagues, families, and students. Provide direction and support to classroom volunteers and teaching assistants.

OTHER PROFESSIONAL DUTIES

Employees are responsible for attending and participating in certain activities that may be scheduled outside of the defined working hours as follows:

D Back to School Night (one per school year; Classroom Teachers and Advisors required, Arts Specialists optional)

D Spring Show (one per school year)

D Exhibition of Learning Events (one per semester)

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- Up to two (2) additional staff meetings from 3:30 p.m. to 5:00 p.m. when necessary;
- Professional development/in-service trainings occurring during normal working hours; and
- Other professional development opportunities offered at the discretion of the Director.

APPENDIX C: Evaluation Forms

Creative Arts Charter School Observation Report: Certificated

Teacher's Name:		
Assignment:	TT: <input type="checkbox"/>	Prop.1: <input type="checkbox"/>
	Prob.2: <input type="checkbox"/>	Permanent: <input type="checkbox"/>
Academic Year:		
Date of Pre-Observation:	Began:	Ended:
Date of Classroom Observation:	Began:	Ended:
Standards Summary		
Standard 1 Engaging and Support All Students in Learning		
Summary of Observed and Documented Evidence		
Standard 2 Creating and Maintaining an Effective Environment for Learning		
Summary of Observed and Documented Evidence		
Standard 3 Understanding and Organizing Subject Matter Knowledge		
Summary of Observed and Documented Evidence		
Standard 4 Planning, Designing, and Delivering Learning Experiences for All Students		
Summary of Observed and Documented Evidence		
Standard 5 Assessing Student Learning		
Summary of Observed and Documented Evidence		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 6 Developing as a Professional Educator		
Summary of Observed and Documented Evidence		
Pertinent factors that might have hindered the teacher's classroom effectiveness with regard to this lesson but over which he or she had no control:		
Evaluator's Signature:		Title:
Date Signed:		Date Given to Teacher:
Date of Post-Observation meeting:	Began:	Ended:
Teacher's Signature: (Does not necessarily imply agreement)		Date Signed:

Certificated SUMMARY EVALUATION 2011---2012

Teacher's Name:			
Assignment:	Prob. 1: <input type="checkbox"/>	Prob. 2: <input type="checkbox"/>	Permanent: <input type="checkbox"/>
Academic Year:			
Previous Year's Rating:			
CACS CSTPs Standards Summary Summary of Major Strengths Identified During the Year Summary of Major Challenges Identified or Improvements Recommended			
Summary of Standard 1: Engaging and Supporting All Students in Learning			
Summary of Standard 2: Creating and Maintaining an Effective Environment for Learning			
Summary of Standard 3: Understanding and Organizing Subject Matter Knowledge			
Summary of Standard 4: Planning, Designing, and Delivering Learning Experiences for All Students			
Summary of Standard 5: Assessing Student Learning			
Summary of Standard 6: Developing as a Professional Educator			
Summary Evaluation:			
Exceeds Standards		Meets Standards	Does Not Meet Standards
Evaluator's Signature:		Title:	
Date Signed:		Date Given to Teacher:	
<input type="checkbox"/> Check if Teacher has submitted a written response and attach.			
Teacher's Signature:		Date Signed:	
(Does not necessarily imply agreement)			

CREATIVE ARTS CHARTER SCHOOL
Summary Evaluation

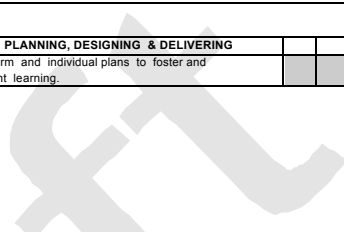
Te			
Assignment:	TT: <input type="checkbox"/>	Prob.1: <input type="checkbox"/>	Prob. 2: <input type="checkbox"/>
		Permanent: <input type="checkbox"/>	Academic Year:

LEVELS OF PERFORMANCE

Level 4	Distinguished: Performance consistently exceeds standards at advanced levels.	Level 2	Basic: Performance at basic levels of meeting standards and is approaching proficient.
Level 3	Proficient: Performance regularly exceeds standards and may occasionally reaches distinguished levels.	Level 1	Does Not Meet: Performance is below standards.

SFUSD CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD 1: ENGAGING AND SUPPORTING		F	S	S	STANDARD 4: PLANNING, DESIGNING & DELIVERING				
1. Connect students' prior knowledge, life experience and with classroom learning.					1.Design long-term and individual plans to foster and support student learning.				



2. Use a variety of instructional strategies to respond to students' diverse needs.					2. Value students' backgrounds, interests, languages, and developmental needs.				
3. Facilitate learning experiences that promote autonomy, interaction and choice.					3. Establish and articulate student learning outcomes, consistent with <i>Content and Performance Standards</i> .				
4. Engage Students in problem solving, critical thinking and other activities that make subject matter meaningful.					4. Sequence and use instructional time effectively.				
5. Promote self-directed, reflective learning in all students.					5. Modify instructional plans to adjust for student needs.				
STANDARD 2: LEARNING ENVIRONMENT		F	S	S	STANDARD 5: ASSESSING STUDENT LEARNING				
1. Create a physical environment that engages all students.					1. Establish and communicate learning outcomes for students.				
2. Establish a learning environment that promotes fairness and respect.					2. Use multiple sources of information to assess learning.				
3. Promote social development and group responsibility.					3. Involve and guide students in assessing their own learning.				
4. Establish and maintain standards for student behavior.					4. Use results of assessments to guide instruction.				
5. Plan and implement classroom procedures and routines that support student learning.					5. Communicate with students and families about progress.				
STANDARD 3: SUBJECT MATTER KNOWLEDGE		F	S	S	STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR				
1. Demonstrate knowledge of subject matter.					1. Reflect on teaching practices.				
2. Organize curriculum to support student understanding of subject matter based on <i>Content and Performance Standards</i> and <i>Core Curriculum</i> .					2. Work with families to foster collaboration and ensure student success.				
3. Interrelate ideas and information within and across subject matter areas.					3. Work with communities to foster collaboration and ensure student success.				
4. Develop student understanding through instructional strategies that are appropriate to the subject.					4. Establish professional goals and pursue growth opportunities.				
5. Use materials, resources, and technologies to make subject matter accessible and engaging to students.					5. Work with colleagues to improve professional practice.				
					6. Share in responsibility for implementing school expectations, priorities, policies, and procedures.				
Teacher's initials that they have seen scores in Standards 1-3					Teacher's initials that they have seen scores in Standards 4-6				

Summary

First Observation: Date: __/__/__

Exceeds Standards Meets Standards Improvement Needed Unsatisfactory

Second Observation: Date: __/__/__

Exceeds Standards Meets Standards Improvement Needed Unsatisfactory

Third Observation: Date: __/__/__

Exceeds Standards Meets Standards Improvement Needed Unsatisfactory

Fourth Observation: Date: __/__/__

Exceeds Standards Meets Standards Improvement Needed Unsatisfactory

Summary	M <input type="checkbox"/>	Impro <input type="checkbox"/>	<input type="checkbox"/>
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Teacher Signature* _____ Date _____ Evaluator's Signature** _____ Title _____ Date _____

* A signature on this summary does not necessarily mean the licensed employee agrees with the opinions expressed, but merely indicates the employee has read the analysis, had an opportunity for discussion with his/her immediate supervisor, and understands that he/she has the privilege of discussing it with the Human Resources Division. ** I certify that I have supervised and evaluated the professional performance of the above named and I certify to date this school year his/her performance.

APPENDIX D: Grievance Form

STEP 1 GRIEVANCE NOTICE OF THE UNITED EDUCATORS OF SAN FRANCISCO

Last Name of Aggrieved	2. Date
	Case

Home	4.
Home	Assi

<p>5.</p> <p>UNITED EDUCATORS OF SAN FRANCISCO</p> <p>2310-Mason Street, San Francisco, CA 94133 Phone: (415) 956-8373</p> <p style="text-align: center;">Signature of Representative</p>

Statement of Problem/Concise Statement of

Contract Articles

...and any other article of the contract, district policy, or state law that

6. b Remedy:

and the grievant(s) shall otherwise be made whole.

**APPENDIX E: Record of Personal Property to be Used in Classroom
Instruction**

This agreement is valid fo school year: _____ and is limited to \$800 per employee per year.

Description of Item:

How Item will be used for instruction:

Replacement Value of Item: \$ _____ [not to exceed \$800]

Source establishing replacement value: _____

Employee name: _____

Employee signature: _____

Date: _____

Director's approval:

Date: _____

Director's signature: _____

APPENDIX F: Equity Support Team Leader - Job Description

Framing Context: Even with our great successes, CACS faces equity challenges that require explicit and intentional attention. Specifically,

1. All CACS students do not experience or benefit from CACS' success equitably, and
2. Students and families benefitting from CACS' successes do not represent SF's diverse population – but rather reinforce the racial experience and achievement gap visible in most public schools.

In response, The Equity Support Team (EST) - a leadership team comprised of at least 1 school administrator and grade level representatives - is committed to the inquiry and action needed to address our equity challenges, primarily through its leadership role in CACS' professional learning.

General Expectations

The EST collaborates to help transform CACS' current results through individual and collective planning, professional development, and leadership. As this leadership team is charged with a commitment to equity and achievement, each EST member must have a demonstrated record and must commit to the very personal and professional transformation they are expected to support in the CACS community.

Each EST member is expected to serve as a designee of the Director and by extension, a steward of the school's mission and vision. In this role, it is necessary that each member meet the following minimum criteria. As an EST member,

- You must continuously maintain and use an inquiry stance to lead for equity and achievement – first for your own practice and then as a critical friend within and beyond your team.
- You must demonstrate success and commitment to model effective interpersonal, communication and organizational skills with an explicit intention of serving as an ally and developing community across difference (families, students, role, etc.).
- You must manage the tenuous balance between humility and authority faced by leadership.
- You must commit to developing and using agreed upon rituals, structures and tools to foster deeper understanding and commitment to equity and achievement (i.e. meeting roles/structures, norms, Discourse 2, protocols, data and DBI tools).
 - Explicitly, you must commit to uphold the norms and encourage others to do the same.
- You must commit to and represent the CACS mission and vision in your day-to-day work and leadership including, but not limited to, a commitment to equity and to our innovative, arts-integrated, project-based approach.

Specific Expectations - Each EST member will individually and/or collectively:

- Commit to represent CACS and its mission/vision in a positive manner.
- Be trained at SF-CESS' Equity-Based iGroup Facilitator Training and be willing to commit to a 2-year term.
- Effectively facilitate monthly iGroups.
- Meet at least once a month to prepare for and plan for consistent professional learning through an SF-CESS-led, 2-hour meeting to plan/debrief iGroup curriculum and facilitation.

- Use EST collaboration times to surface and work with diverse perspectives in order to represent EST decisions in unity.
- Engage in ongoing Discourse 2 on behalf of CACS' least reached students.
- Collect/evaluate data to assess student learning and understanding (individual, team and school), and provide feedback and input for school-wide decisions as it relates to equity.
- Design and facilitate an equity-centered experience for the Family Association and/or Board of Directors annually.

Qualifications – Each EST member must demonstrate:

- At least 1 year of effective classroom experience (2 or more years desired), and at least 1 year at CACS – with an explicit commitment to social justice and ensuring equitable student outcomes.
- Experience gathering, evaluating and using data to inform decisions.
- Success as a leader and teacher mentor – including a history of reliability, promptness and follow through.
- Exemplary knowledge and execution of CACS' policies and procedures.
- Ability to communicate CACS' educational programs to diverse communities.

Selection Process

All staff members who meet the above requirements are encouraged to apply.

To apply, please submit a letter of intent and resume to the Administrative Team expressing your interest in this position and why you are an ideal fit. Include

- Your vision and goals for yourself, your team, and the school;
- A statement detailing your commitment, experience and results related to equity, and
- A description and reflection about your leadership style.

In making the final selection, the Director will consider not only the quality of each candidate's application/experience, but also the final composition of the EST to ensure diversity of perspective, experience and skill.

Compensation: \$750 per semester