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**Contract Database Metadata Elements**

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NYS PUBLIC EMPLOYMENT  
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**ADMINISTRATION**

**AGREEMENT**

**between**

**COMMUNITY CHARTER SCHOOL**

**and**

**COMMUNITY CHARTER SCHOOL INSTRUCTIONAL  
STAFF ASSOCIATION NYSUT/AFT, AFL-CIO**

**Term: August 1, 2008  
through  
July 31, 2011**

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## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of November, 2008, by and between Community Charter School, hereinafter referred to as “Employer” or “School,” and the Community Charter School Instructional Staff Association NYSUT/AFT, AFL-CIO, hereinafter referred to as the “Union.”

### **ARTICLE 1 RECOGNITION**

The Community Charter School hereby recognizes the Community Charter School Instructional Staff Association as the sole and exclusive bargaining agent for all full and part-time Teachers, School Nurse, Social Worker, ten (10) month Building Substitute Teachers, and In-School Suspension Monitor and excluding:

Teacher Aides, Chief Financial Officer, School Principal, School Director, Director of the Family Resource Center, Network Administrator, Substitute Teachers other than ten (10) month Substitute Teachers, Office Manager, Administrative Assistant, Food Service and Cafeteria Employees, and all other employees.

### **ARTICLE 2 MANAGEMENT RIGHTS**

Except as expressly modified, restricted or annulled by a specific provision of this Agreement, the Employer retains all statutory and inherent management rights and prerogatives, and the sole and exclusive rights to manage and administer the operations of the Employer.

These rights shall include but shall not be limited to: reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to determine the number of employees to be employed in each job class; to hire employees, determine

their qualifications, assign, direct and supervise their work, and specify their reporting locations, co-workers, work assignments, and supervisors; to promote, demote, transfer, lay off, recall to work, and retire employees; to maintain the efficiency of operations; to hire and direct supervisors and managers at its sole discretion; to determine the personnel, methods, means, facilities, and equipment, by which operations are conducted and facilitated; to specify the quality and quantity of personnel, equipment and facilities to be used; to set the starting and quitting time and the number of hours and shifts to be worked; to schedule work time and time off for each employee; to prescribe the method and means of recording the time worked by each employee; to close down part or all of the Employer's operations; to relocate some or all of the Employer's facilities, equipment and resources; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to transfer work out of the bargaining unit; to contract or subcontract any work performed by bargaining unit employees for any legitimate reason; to control and regulate the use of facilities, vehicles, equipment and other property owned or maintained by the Employer; to introduce new or improved research, education, service, operational, and maintenance methods, materials, facilities, and equipment; to determine the number, location and operation of the departments, divisions, and all other units of the Employer; to issue, amend, abolish, and revise policies, rules, regulations and practices; to issue, amend, abolish, and revise job classifications, job descriptions, and standards for employee performance, conduct, inspection, evaluation, supervision, training, orders, practices, directives and other operational procedures, policies, and guides; to take whatever action is either necessary or required to determine, manage and fulfill the mission of the Employer.

With the commencement of this Agreement all past practices, wage and benefit programs, shall be terminated or annulled except as provided herein.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in any particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same, in some other way not in direct conflict with the express provisions of this Agreement.

### **ARTICLE 3 LABOR MANAGEMENT MEETINGS**

**Section 1:** The Director and/or Principal or their designee shall meet to discuss matters of mutual concern to the Employer and Union members including safety and health matters.

**Section 2:** Up to two (2) Association Building Representatives may participate in such meetings.

**Section 3:** The Committee will meet no more than once every month at a mutually agreeable time, at the request of either the Employer or the Union.

**Section 4:** All agenda items shall be exchanged at least 48 hours prior to the meeting.

**Section 5:** The purpose of the Committee shall not be to negotiate any change or modification of this Agreement or to serve as a substitute for the grievance procedure.

### **ARTICLE 4 ASSOCIATION MATTERS**

**Section 1:** Association Leave--The Association President or his/her designee may use a combined total of three (3) paid days during a regular school year to attend the annual NYSUT convention; provided the School receives at least thirty (30) days advance notice of the proposed absence and that only one bargaining unit member is absent at any one time for this purpose. The cost of any required substitute will be paid by the Association. The Association and its officers recognize and agree that this privilege shall not be abused.

**Section 2:** Copies of Agreement--Copies of this Agreement shall be reproduced at the expense of the School and presented to all teachers now employed or hereafter employed by the School.

**Section 3:** Board Meetings--The Association shall have the ability to have an observer at all Board meetings; provided that the observer can find acceptable coverage for his/her bargaining unit duties. If the coverage is unexpectedly delayed, the Board meeting will not start before 4:00 p.m. The identity of the observer shall be communicated to the President of the School Board at least five (5) days prior to the Board's meeting date. Upon written request to the President of the School Board, a copy of approved Board meeting minutes will be provided to the Association President.

**Section 4:** Use of School Facilities--

- a. Bulletin board and mailboxes--The School shall provide a bulletin board in the faculty room for use by the Association. In addition, the Association may use teacher mailboxes for communicating with teachers. The Association may use the bulletin board or mailboxes only for communicating official Association notices and bulletins. The Association shall not post or distribute any material which is derogatory to or damaging to the School or which would involve, encourage, or condone work stoppages, slowdowns, refusal to handle assignments, or any other interference with the School's operations or business or any other violation of this Agreement. Other than as expressly provided herein, there shall be no distribution or posting by the Association or its members of pamphlets, advertising, or political material, notices or any other kind



of literature, electronic or printed, upon the School's property, or using equipment provided by the School.

- b. Association Meetings--Upon advance approval which shall not be unreasonably denied, the Association may use a designated room in the School for meetings to conduct Association business. Such meetings shall be conducted outside School hours and shall not interfere with School operations.

## **ARTICLE 5 DEDUCTIONS**

**Section 1:** The School hereby confirms that the Association has the exclusive right to have its membership dues deducted from the salaries of those employees who individually and voluntarily authorize same, and to have agency fees deducted from the salaries of those bargaining unit employees who do not so authorize membership dues deduction. All membership dues and agency fees deducted from employees' salaries shall be transmitted to the Association in a single lump sum. The Association shall be solely responsible for the proper distribution of such dues and agency fee deductions.

**Section 2:** The Association shall certify in writing to the Director the amount of such membership dues and agency fees and any revisions thereto. During the scheduled deduction period, the School shall make such deductions commencing with the first payroll period thirty (30) days after receipt of a written notice of a revision in the amount of dues and agency fees to be deducted.

**Section 3:** Deduction of the total amount of membership dues and agency fees shall be made in twenty (20) equal installments beginning with the first payroll of the school year.

**Section 4:** The School shall transmit the total amount of dues deducted in each payroll period to the Association during that payroll period. A listing of the employees for whom dues and agency fee deductions have been made, the amount deducted for each, and the date of the commencement of such deductions shall accompany the final transmittal.

**Section 5:** The Association shall indemnify and hold harmless the School against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the School pursuant to the provisions of this Article.

**Section 6:** Except where a clerical error has been made by the School in the deduction of dues or agency fees, which error will be adjusted promptly, any questions as to the correctness of the amount shall be settled between the employee and the Association.

**ARTICLE 6  
SUBSTANCE ABUSE--DRUG FREE WORKPLACE**

**Section 1:** The School and the Association agree that maintaining a safe and productive working environment that is free of drug and related substance concerns fosters excellence. The School and Association agree that involvement with drugs and alcohol can adversely affect job performance, employee morale and jeopardize student and employee safety. The School and the Association agree that drug use and alcohol abuse will not be tolerated.

**Section 2: Prohibited Conduct--**

- a. The use, sale or possession of illegal drugs or abuse of legal drugs is prohibited.
  - b. Alcohol may not be purchased or consumed while at work, whether on or off School property.
  - c. Being under the influence of alcohol or drugs while at work is prohibited.
- All employees are expected to report to work in a physical and mental

condition appropriate and necessary to the performance of their individual duties and responsibilities without impairment.

- d. Employees are prohibited from bringing drug paraphernalia onto the School's property or anywhere School business is conducted at any time.
- e. Employees shall be automatically suspended from employment without pay for any drug related arrest and shall be terminated for any drug related conviction.

**Section 3:** The School may test individuals for the presence of illegal drugs or alcohol as follows:

- a. Following extending a conditional offer of employment;
- b. Following a vehicular accident involving a School related matter;
- c. When the School has a reasonable suspicion based on an employee's performance, judgment or behavior that the employee may be under the influence of alcohol or drugs; and
- d. Before returning an employee to work following a positive test result.

**Section 4:** Refusal to take a test or tampering with a test will be treated as a positive test result pursuant to Section 6, below.

**Section 5: Costs of Testing--**

The School will assume the cost of post-offer, post-accident, and any reasonable suspicion testing.

**Section 6: Consequence of Positive Test--**

In the event an employee tests positive for drugs or alcohol, the employee may, in the School's sole discretion, be terminated or returned to work, upon such terms and conditions

as the School deems appropriate. Upon a second positive test result, the employee will be terminated.

**ARTICLE 7  
MEDICAL EXAMINATION AND INFORMATION**

The School may require a bargaining unit member to submit evidence of inability to work or ability to return to work.

The School may require any bargaining unit member to submit to a medical examination by a physician designated by the School at the School's sole expense, in order to determine the physical or mental capacity of such bargaining unit member to perform his/her duties. The bargaining unit member may be accompanied by a physician or other person of his/her choice who is available on the date of the scheduled examination.

**ARTICLE 8  
WORK YEAR**

The teacher attendance calendar shall consist of not more than the following:

School Year	2008-09	2009-10	2010-11
Number of Days	201	202	202

**ARTICLE 9  
WORK DAY**

**Section 1: Work Day--**

The School shall set the beginning and ending times of the normal work day for teachers, but the beginning time shall not ordinarily be later than 8:00 a.m. The normal scheduled work day for teachers shall not exceed seven (7) hours and forty-five (45) minutes of work. In addition, teachers shall have a duty free, thirty (30) minute lunch period. Nothing herein shall be interpreted to excuse teachers from their responsibility for supervising students and other assigned duties in excess of the normal work scheduled day in unusual circumstances

including, but not limited to, situations when parents or buses may be delayed. In addition, the School may, in its discretion, schedule special events which may extend or change the normal scheduled work day for special circumstances including, but not limited to, field trips, parent conferences, educational conferences or trainings, open houses, graduation, holiday programs, concerts, and other functions that teachers may moderate or supervise.

**Section 2: Preparation Periods--**

To the extent practical, the Principal shall endeavor to schedule five (5) preparation periods for each full-time teacher for each full five (5) day work week. During normal full five (5) day work weeks, scheduled preparation periods shall normally total 225 minutes. Reasonable efforts will be made to schedule common planning periods for grade levels.

**Section 3: Scheduling--**

Scheduling will be the responsibility of the building Principal or Director.

**Section 4: Lunch duty--**

Teachers will not be responsible for lunch duty, except in unusual circumstances.

**ARTICLE 10  
RIGHTS OF TEACHERS**

**Section 1:** The School has the right to terminate immediately or not renew the employment of any teacher during their first two (2) years of employment. In the event of termination or non-renewal, the teacher shall be informed of the reasons for the termination or non-renewal. Upon request, such teacher shall be granted a meeting with the Principal or Director to discuss the reasons. The decision of the School shall be final and binding and shall not be subject to the Grievance and Arbitration provisions of the Agreement.

**Section 2:** Upon completion of two (2) continuous years of full-time service, if the School elects to renew the employment of the teacher, the teacher shall be offered a three (3) year contract.

- a. During the term of the three (3) year contract, the teacher may be terminated from employment for just cause.
- b. The School has the right to not renew the employment of a teacher upon expiration of a three (3) year contract; provided the teacher receives notice of such nonrenewal by May 1. The teacher shall be informed of the reasons for the nonrenewal. Upon request, the teacher shall be granted a meeting with the Principal or Director to discuss the reasons. The decision of the School to not renew a three year contract shall be subject to the Grievance, but not the Arbitration, provisions of this Agreement. The Step 3 grievance response shall be final and binding.

## **ARTICLE 11 ASSIGNMENT AND TRANSFER**

**Section 1: Assignments.** The Board, in its discretion, approves the selection of teaching personnel. The Director and Principal, in their discretion, assign teaching personnel considering the best interests of the students and the School. Decisions pursuant to this Section shall not be subject to the Arbitration step of the Grievance Procedure. The decision at Step 3 of the Grievance Procedure shall be final and binding on the parties.

**Section 2: Posting.** When a vacancy occurs in a bargaining unit position in the School, it shall be posted for no less than five (5) days on a designated bulletin board. The President of the Association shall receive a copy of all vacancy postings. Notices of vacancies, which occur on

or after the school year ends, will also be distributed to teachers who file a written request with the Director to be so notified.

## **ARTICLE 12 TEACHER PERFORMANCE APPRAISAL**

### **Section 1: Components:**

The appraisal process consists of the following components:

- a. Observation(s) of the teacher undertaken by the Director or Principal or other certified designee.
- b. A summative assessment completed by the Director or Principal or other certified designee.

### **Section 2: Standards:**

Teachers shall be evaluated in accordance with performance standards determined by the Board, Principal and/or Director. A copy of the performance standards and evaluation form to be used shall be maintained in the offices of the Principal and Director and will be provided to teachers at the beginning of the school year.

### **Section 3: Observations:**

- a. Observations may be formal (either scheduled in advance or unannounced) or informal (ongoing).
- b. Formal observations will take place at least once each year. The first formal evaluation will be scheduled in advance. Before a formal, scheduled in advance evaluation begins, the observer and the teacher will discuss the expectations and the context for the observation at least one day in advance. The number of observations will depend upon the size of the school, the frequency of ongoing observations, the particular needs of

the teacher, and the concerns of the supervisor. After the observation session, the observer and the teacher will meet within ten (10) student attendance days, or a mutually agreed upon time, to discuss the observed lesson and the teacher's effectiveness. The observer will write a report summarizing his or her observations. In the event a teacher has an unsatisfactory formal observation, the administration will provide a Teacher Improvement Plan for that teacher. The plan shall be developed by the school administration in consultation with the teacher. The TIP is a teacher improvement plan, written as a recommendation or plan of action to help a teacher. The teacher will be given a copy of the completed observation report and the Principal will retain the original and put a copy in the teacher's personnel file. The teacher will have a right to attach a response to the report indicating his/her disagreement with any of the assessment. Such response will be attached to the observation report.

- c. Informal observations are ongoing and take place in the context of a professional environment in which overall professional performance is reflected in the day to day performance and in contacts with students, peers, parents, administrators, and others.

**Section 4: Summative Evaluation:**

- a. The Director or Principal shall produce a summative evaluation of each teacher each year based upon information gathered from formal and informal observations, student performance data, and other relevant information.



- b. Lead teachers shall submit reports of activities undertaken, progress on established goals, and recommendations for future goals. The summative evaluation of lead teachers shall include an assessment of performance relative to lead teacher responsibilities.

**ARTICLE 13  
SALARIES**

**Section 1:** Full-time teachers shall receive salary increases as follows:

2008-09	2009-10	2010-11
\$2500	\$2000	\$2000

Part-time teachers shall receive a prorated increase.

**Section 2: Master’s Degree**

Full-time teachers who possess or acquire a Master’s Degree will receive the following amounts as a masters differential in their base salary:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Per Year Increase for Current Masters holders	\$500	\$500	\$500
Total Cumulative Differential (inclusive of Prior Years increases)	\$500	\$1000	\$1500

**Section 3: Lead Teachers**

Teachers may be selected in the discretion of the School to perform such lead teacher duties as are requested by the School. Selection of a lead teacher will be made after all teachers are provided an opportunity to express an interest in serving as a lead teacher. Lead teachers shall be paid at an annualized rate of \$2,000, in addition to their base salary, during any period in which they are designated and performing lead teacher duties.

**Section 4: Extra Curricular Stipends**

Teachers will be paid at the rate of \$23 per hour for mentoring or supervising clubs or other special projects, when approved in advance by Administration and provided an appropriate voucher is submitted to Administration no later than the end of the pay period during which the service is performed.

**ARTICLE 14  
HEALTH, DENTAL AND VISION INSURANCE**

**Section 1:** The School will obtain health insurance coverage that it will make available to bargaining unit members. The bargaining unit members can designate single or family coverage.

**Section 2:** The School will contribute up to the following amounts per month toward health insurance premiums for regular full-time teachers:

Type of Coverage	2008-09	2009-10	2010-11
Single	\$350.42	\$374.95	\$401.20
Family	\$643.37	\$688.41	\$736.59

Covered teachers shall commit in writing to pay the remaining cost of monthly premiums through payroll deduction.

**Section 3:** The School will obtain dental insurance that it makes available to bargaining unit members. The bargaining unit member can designate single or family coverage.

**Section 4:** The School will contribute up to the following amounts per month toward dental insurance premiums for regular full-time teachers:

Type of Coverage	2008-09	2009-10	2010-11
Single	\$18.00	\$18.54	\$19.10
Family	\$49.00	\$50.47	\$51.98

Teachers must commit in writing to pay the remaining cost of monthly premiums through payroll deduction.

**Section 5:** Teachers shall be eligible for health or dental coverage effective with the first day of the month following date of hire. Thereafter, teachers may enroll during an open enrollment period.

**Section 6:** All health and dental coverage will be subject to the terms of the applicable policy.

**Section 7:** The School may substitute medical or dental coverages in the event the carrier modifies or discontinues the plan that it provides or in the event that the School offers coverage which is substantially equivalent or better to existing coverage.

**Section 8:** The School shall make available a premium only plan to allow for pre-tax contributions toward health insurance premiums; provided such premium only plan can continue to be made available consistent with IRS regulations.

## **ARTICLE 15 LIFE INSURANCE, AD&D, STD & LTD**

**Section 1: Life Insurance**

The School will provide life insurance coverage in the amount of \$100,000, at no cost to the employee, subject to the terms and conditions of the applicable coverage.

**Section 2: Accidental Death and Dismemberment**

The School will provide an accidental death and dismemberment benefit in the amount of \$100,000, at no cost to the employee, subject to the terms and conditions of the applicable policy.

**Section 3: Short-Term Disability (STD)**

The School will provide STD coverage as mandated by New York State for non-work related absence due to illness or injury at no cost to the employee.

**Section 4: Long-Term Disability (LTD)**

The School will provide LTD coverage that will pay sixty (60) percent of the employee's salary up to a maximum of \$5,000 per month. An employee will be eligible to collect LTD after one hundred eighty (180) continuous days of disability, at no cost to the employee, subject to the terms and conditions of the applicable policy.

**ARTICLE 16  
SICK/PERSONAL DAYS**

**Section 1: Personal Time Off:**

- a. Full-time teachers shall be eligible for eight (8) work days of personal leave with pay annually. Two (2) days of personal leave and four (4) days of sick leave shall be credited to each full-time teacher at the beginning of the school year. An additional two (2) days of personal leave shall be credited to each full-time teacher on January 1 of each school year. Teachers hired after the beginning of the school year will have their days prorated.
- b. Personal days may not be used immediately preceding or following a school holiday, or vacation or on a staff development day.
- c. An employee shall request the use of a personal day seventy-two (72) hours in advance, except in the case of an emergency. Approval of the use of personal days shall not be unreasonably denied, but can be evaluated based on staffing and operational needs.

- d. Unused days may be carried over to a maximum of twenty (20) days. Sick days and carried over days may be used solely for illness of the teacher or the teacher's parent, spouse, or child. Medical documentation or examination may be required.
- e. Unused days, awarded in the current school year, which are not carried over, may be cashed in at the rate of \$100 per day by teachers who have worked an entire school year. Cashed in days may not be carried over for future use. The payment for cashed out days will be made no later than July 31st.

**Section 2: Bereavement:**

- a. All regularly scheduled teachers shall be allowed a maximum of five (5) days leave with pay to arrange for and attend a funeral or a memorial service in connection with the death of a spouse, child, parent or parent-in-law.
- b. All regularly scheduled teachers shall be allowed a maximum of three (3) days leave with pay to arrange for and attend a funeral or memorial service of a sibling (in-law), grandchild (in-law), or grandparent (in-law).
- c. All regularly scheduled teachers shall be allowed leave with pay not to exceed one (1) day to attend the funeral of an aunt, uncle, cousin, niece, nephew, or step relative.
- d. Bereavement requests should be made to an Administrator as soon as possible.

**Section 3: Court:**

- a. Jury Duty--All teachers shall be granted leave for jury service. Such leave shall be with pay for up to five (5) work days provided:
  1. Compensation received for jury duty during such five (5) days is returned to the School;
  2. An Administrator is notified immediately upon the teacher's receipt of a summons;
  3. The teacher reports for work during regularly scheduled work hours on any day when he/she is excused from jury duty responsibility; and
  4. Upon request of the School, the teacher requests that jury service be rescheduled during school break time.
  
- b. Other--
  1. Teachers shall be granted leave with pay for attendance at a judicial proceeding arising out of the teacher's lawful performance of duties within the scope of his/her employment.
  2. Time off without pay will be provided to employees who are subpoenaed to serve as a witness in a criminal or civil case; provided that a copy of the subpoena is promptly provided to the School upon receipt.

**ARTICLE 17**  
**FAMILY AND MEDICAL LEAVE ACT**

**Section 1:** Unpaid leaves of absence shall be granted to employees eligible under the Family and Medical Leave Act. All leave under this Agreement or State law will be counted toward the leave and benefit provisions of the Family and Medical Leave Act of 1993. In contrast to other unpaid leaves of absence, employees absent on FMLA leave shall continue to receive health insurance coverage; provided they continue to pay their portion of the insurance premiums in conformity with Department of Labor regulations. Employees may be required to provide medical certification of their need for leave and of their fitness to return to work, submit to medical examinations, and/or provide recertification of their continued need for leave. The twelve (12) month period for determining eligibility for leave shall be the twelve (12) months immediately prior to commencement of the leave.

**Section 2:** Should FMLA expire during a school year, a teacher may apply for a leave of absence without pay or benefits for the balance of the remaining school year. Following such a leave, a teacher may be returned to work to a position commensurate with their certification at the beginning of the next school year; provided reasons independent of the leave (such as layoffs, performance issues discovered after the grant of the leave, etc.) do not exist for refusing reinstatement.

**ARTICLE 18**  
**UNPAID LEAVE OF ABSENCE**

**Section 1:** A leave of absence without pay for an entire school year may be granted in the discretion of the Board under the following conditions:

- A. Applicants must have four (4) or more years of continuous service at the School;

- B. The leave must be:
  - i. in connection with a serious extended health condition of the teacher or the teacher's spouse, child, or parent;
  - ii. to pursue a further educational degree; or
  - iii. for child rearing purposes within the first two (2) years of the birth of a child;
- C. The applicant, when possible, must apply in writing to the Board no later than April 1 of the school year preceding the school year for which leave is sought; and
- D. The leave shall not count in computing service increments.

**Section 2:** Return from leave without pay--A teacher may be returned to work to a position commensurate with their certification following a leave of absence without pay under the following conditions:

- A. The teacher used the leave for the purpose for which it was granted;
- B. The teacher applies to the Board in writing on or before April 1 of the year during which the leave was taken of his/her interest in returning to work for the following school years; and
- C. Reasons independent of the leave (such as layoffs, performance issues discovered after the grant of the leave, etc.) do not exist for refusing reinstatement.



**ARTICLE 19**  
**EDUCATIONAL CONFERENCE LEAVE**

**Section 1:** Upon recommendation of the Director, paid leave may, in the discretion of the Board, be granted to a teacher during the regular school year, to allow a teacher to attend a conference or meeting concerning the area of his/her employment.

**Section 2:** The School will reimburse a teacher for reasonable expenses incurred as a result of required business travel. Business express reimbursement requires receipts and completion of the proper forms. All travel expenses must be approved by an Administrator prior to the first travel date in order to be eligible for reimbursement by the School.

**Section 3:** Reasonable effort will be made to ensure a fair distribution of educational conference leave.

**ARTICLE 20**  
**MILITARY LEAVE**

**Section 1:** If ordered to perform reserve military training duty for the State or the United States for two (2) weeks or less in a school year, teachers shall be granted a leave of absence. Unless otherwise mandated by statute, said leave will be without pay, will not be deducted from leave accumulations, and will not be credited as School service.

**Section 2:** If ordered to perform military duty for longer than two (2) weeks, such leave, unless otherwise mandated by statute, shall be without pay, will not be deducted from leave accumulations, and will not be credited as School service. Reinstatement shall be only as permitted by statute.

**ARTICLE 21  
RETIREMENT**

**Section 1: New York State Teachers' Retirement System--**

All eligible teachers shall be enrolled in the New York State Teachers' Retirement System.

**Section 2: 403(b) Plans--**

Eligible employees may participate in the School's 403(b) Plan on the first day of the month following thirty (30) days of employment. Each Plan is governed by the IRS Regulations that are applicable.

**ARTICLE 22  
GRIEVANCE PROCEDURE**

**Section 1: Definitions--**

a. Grievance--Except as may be provided otherwise in this Agreement, a grievance is a claim by a member of the bargaining unit that there has been a violation, misinterpretation, or breach of a specific provision of this agreement.

b. Day--A day shall be defined as a calendar day excluding Saturdays, Sundays, and Federal Holidays.

**Section 2:** A bargaining unit member shall be entitled to representation by a representative of the Association at all steps of the grievance procedure.

**Section 3:** All bargaining unit members are encouraged to attempt to resolve issues informally with their supervisor before using this procedure. The purpose of this procedure is the timely addressing of grievances when bargaining unit members are unable to resolve their problems informally.

**Section 4:** All grievances that cannot be informally resolved shall be reduced to writing. A grievance shall clearly and concisely state all facts which constitute the basis for the grievance and shall specify any Article or Section of this Agreement which is alleged to have been breached and each employee with respect to whom a violation is claimed. The grievance form shall be dated and signed by at least one (1) employee impacted by the alleged violation of this agreement.

**Section 5:** Any time limit imposed upon the handling of grievances shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement between the Association and the School, confirmed in writing within the specified time limits. In the event the Association fails to timely appeal the grievance to the next step of the procedure, the grievance shall be resolved on the basis of the School's last stated position and no further recourse may be had. If the School fails to timely respond, the Association may appeal the grievance to the next step.

**Section 6:** Grievances shall be processed as follows:

**Step One--**The aggrieved employee will present the grievance directly to the Principal or his/her designee within ten (10) days of the occurrence of the alleged violation. The presentation must be made in writing as set forth in Section 4, above. The employee and the Principal or his/her designee shall meet in good faith within ten (10) days and attempt to resolve the matter. If the grievance is denied or is not resolved within ten (10) days of the meeting, it shall be deemed denied.

**Step Two--**In the event the employee is not satisfied with the disposition of the grievance at Step One, the matter may be appealed, in writing, to the Director within ten (10) days of the Principal's denial. The Director or his/her designee shall contact the grievant to schedule a

meeting with the grievant and his/her representative within ten (10) days of receipt of said appeal. Within ten (10) days of such contact, the Director shall conduct a meeting on the matter raised. The Director or his/her designee shall render a decision in writing within ten (10) days of the meeting.

**Step Three**--In the event the employee is not satisfied with the disposition of the grievance at Step Two, the matter may be appealed, in writing, to the President of Board of Trustees within ten (10) days of the Director's denial. The President of Board of Trustees or his/his designee shall contact the grievant to schedule a meeting with the grievant and his/her representative within ten (10) days of receipt of said appeal. Within ten (10) days of such contact, the President of Board of Trustees shall conduct a meeting on the matter raised. The President of Board of Trustees or his/her designee shall render a decision in writing within ten (10) days of the meeting.

**Step Four**--If the Association is not satisfied with the Step Three response, within ten (10) days of such response, it shall notify the Director or his/her designee of its decision to appeal the grievance to arbitration and shall send a Demand for Arbitration to the Public Employment Relations Board, with a copy to the Director and/or his/her designee. The arbitration shall be conducted in accordance with the rules of PERB to the extent that such rules do not conflict with the provisions of this agreement.

**Section 7:** The decision of the arbitrator shall be final and binding upon both parties to the Agreement. The fees and expenses of the arbitrator shall be borne equally between the parties. All other expenses shall be borne by the party incurring the expense.

**Section 8:** The arbitrator shall have no authority to alter, amend, or change in any way the terms and conditions of this Agreement and shall confine his/her decision to a determination of the facts and interpretation, administration of, in compliance with, the terms of this Agreement.

**ARTICLE 23  
LEGAL COUNSEL**

**Section 1:** The School agrees to provide bargaining unit members Workers' Compensation required by New York State Workers' Compensation Law.

**Section 2:** If a teacher is sued as a result of a lawful action taken while in the discharge of his/her duties within the scope of his/her employment, the School will provide such legal representation as is available through its insurance policy. The teacher must, however, within five (5) days of service of a summons, complaint or other legal paper, deliver the original or a copy to the Principal or Director.

**ARTICLE 24  
REPLACEMENT OF PROPERTY**

The Charter School shall reimburse teachers for the repair or replacement of personal property damaged or destroyed during an assault in the course of their employment, provided the teacher cooperates with the Charter School and the police in the investigation of the incident.

**ARTICLE 25  
ACCESS TO PERSONNEL FILE**

**Section 1:** Employees can inspect all or part of their personnel file by giving written notice to the Principal or Director at least three (3) days in advance of inspection. Any inspection will take place in the presence of a designated administrator at reasonable times during business hours and in the office where the files are located. Upon request, a teacher shall have a right to a copy of documents in the personnel file, except for confidential employment references.

**Section 2:** Within ten (10) days of when a written complaint is received about a teacher, an Administrator shall notify the teacher and shall provide him/her with a copy. The teacher may respond in writing. The complaint and response shall be included in the teacher's official personnel file.

**ARTICLE 26  
CONTRARY TO LAW**

If any provision of this Agreement or any application of the Agreement to any bargaining unit member shall be contrary to law, then such provision or application shall not be deemed valid or enforceable except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 27  
TAYLOR LAW STATEMENT**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 28  
ZIPPER CLAUSE**

This Agreement constitutes the entire agreement between the parties with respect to wages, benefits, and terms and conditions of employment for bargaining unit employees. This Agreement supersedes any and all agreements, expressed or implied, regarding such matters and no verbal statement shall supersede any of the provisions of this Agreement. Any amendments supplemental hereto shall not be binding upon either party unless executed in writing by the parties. The parties further acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter and that the understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

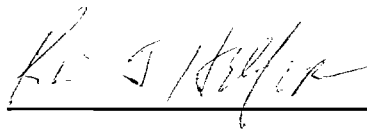
**ARTICLE 29  
DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective on August 1, 2008 and shall continue in full force and effect through July 31, 2011.

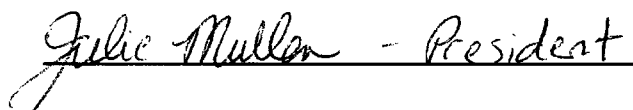
A party seeking to modify or renew this Agreement shall notify the other party, in writing by certified mail, on or before ninety (90) calendar days prior to the expiration of this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) calendar days thereafter, unless otherwise mutually agreed in writing by the parties.

**IN WITNESS WHEREOF**, the parties have caused their names to be subscribed by their duly authorized representatives this \_\_\_\_\_ day of November, 2008.

**COMMUNITY CHARTER SCHOOL**

  
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**COMMUNITY CHARTER SCHOOL  
INSTRUCTIONAL STAFF  
ASSOCIATION NYSUT/AFT, ALF-CIO**

  
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