

AGREEMENT

by and between the

BOARD OF TRUSTEES

of the

ROOSEVELT CHILDREN'S ACADEMY
CHARTER SCHOOL

and

ROOSEVELT CHILDREN'S ACADEMY
WORKERS' ASSOCIATION

September 1, 2015 – August 31, 2020

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This Agreement is made and entered into by and between the Roosevelt Children's Academy Workers' Association (hereinafter referred to as the "Association") and the Roosevelt Children's Academy Charter School, located at 105 Pleasant Avenue, Roosevelt, New York, 11575 (hereinafter referred to as the "School").

ARTICLE I - RECOGNITION

The School recognizes and acknowledges the Association as the sole and exclusive collective bargaining agent for all of its regular Teachers, Teaching Assistants, Librarians, Special Education Coordinators, Nurses, School Counselors, Permanent Substitutes and Social Workers (hereinafter "employee(s)"), and excluding all others.

ARTICLE II - DUES AND AGENCY FEE

A. Dues. During the period of recognition, the School shall deduct membership dues and/or assessments from the salaries of bargaining unit members for the Association and its affiliates upon presentation to the Board of written authorizations signed by the individual member. The authorization form shall be prepared and distributed by the Association and shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the School from any liability. The School shall transmit monies collected to a place designated in writing by the Association.

B. Agency Fee. The School shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association certifies that it has adopted such procedure for the refund of agency shop fee deductions as required in Section Three of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union shall indemnify and save and hold the School and any and all of its employees, representatives, officers and/or Board members harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken or not taken by the School or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law. In addition, the Union shall reimburse the School for any and all legal expenses associated with the defense of any such claim, demand or suit. This provision for agency shop deduction shall continue in effect so long as the Association maintains such procedure.

C. Procedures.

1. All dues and agency fees deducted from bargaining unit members' salaries shall be transmitted to a place designated in writing by the Association in a single lump sum, and the Association shall be solely responsible for the proper distribution of such dues and agency fee deductions. The School shall list the bargaining unit members for whom dues and agency fee deductions have been made and the amount deducted for each.

2. The deductions of the total amount of dues and agency fees shall be made in bi-weekly installments commencing with the first payroll of each academic year, and ending with the final payroll of each academic year.

ARTICLE III - EMPLOYMENT STATUS

A. Newly hired employees shall be considered probationary for a period of three years from their first day of full-time employment. Notwithstanding any other provision of this Agreement, the School, in its sole discretion, may at any time, during or at the end of the probationary period, discipline or discharge any probationary regular employee with or without cause, and the decision of the Board with regard to such discipline or discharge shall be final and binding.

B. "Full-time" employees for the purposes of this Agreement shall have a regular workweek of no fewer than 36.25 hours. All other employees shall be "part-time" employees.

C. The School shall not discharge or suspend any non-probationary employee without cause; provided however, that the School may layoff a non-probationary employee with or without notice and in its sole discretion provided that it complies with the layoff and seniority provisions of this Agreement set forth below.

D. Employees on unpaid leaves shall not be eligible for, and shall not earn benefits such as holiday pay, sick leave, medical/dental/optical coverage, etc. unless otherwise provided as to a specific benefit or benefits by applicable law.

E. The School may hire "temporary employees" for specific periods of time or for completion of a specific project. Such "temporary employees" shall include summer employees, interns, substitutes, and seasonal employees, who shall not be considered bargaining unit members or "employees" pursuant to the terms of this Agreement. "Temporary employees" shall not include employees who are hired to replace regular full-time employees who are on approved unpaid leaves of more than one term in duration. The School shall notify the Association of the identity of any employee hired as a "temporary employee" for more than two consecutive payroll periods.

ARTICLE IV - PERSONNEL FILE

Each employee shall have a personnel file. An employee shall be entitled to examine his/her personnel file in the presence of the Principal, provided that the employee has presented his/her request to do so to the Principal at least five school days prior to the date upon which the examination is to take place. A reasonable request by an active employee to copy one or more documents placed in his/her personnel file shall not be denied. The School shall take reasonable measures to preserve the confidentiality of the contents of each employee's personnel file.

ARTICLE V - COMPENSATION

A. Salary.

1. The School maintains the exclusive right to establish employees' salaries upon their hire, except that the School agrees not to establish employees' salaries at an amount less than that provided below for the following positions:

- a. Teaching Assistant - \$14.61 per hour
- b. Permanent Substitutes - \$20.49 per hour; and
- c. Uncertified Teacher- \$38,500 per annum; and
- d. BA Certified Teacher- \$53,308.70 per annum; and
- e. MA Certified Teacher- \$58,847.63 per annum.

All hourly employees shall change from being paid on an hourly basis to an annual salary with no change to their current rate of pay, except as may be provided in Section 2(g) of this Agreement. For purposes of this section, in order to be deemed a Full-Time Certified Teacher, a teacher must possess no less than an Initial Teaching Certificate (or a Provisional Teaching Certificate for those teachers that applied for teaching certification prior to February 1, 2004).

2. Salary schedule for teachers, counselors, librarians, social workers, special education coordinators:

Step	Bachelor's Degree	Master's Degree
1	\$53,308.70	\$58,847.63
2	\$54,139.96	\$59,787.25
3	\$56,064.47	\$61,948.76
4	\$58,185.48	\$64,342.49
5	\$60,763.80	\$66,905.32

- a. Placement on the salary schedule will begin in the 2013-2014 school year.
- b. Current employees whose hire date was for the 2012-2013 school year shall be placed at Step 1;
Current employees whose hire date was for the 2011-2012 school year shall be placed at Step 2;
- c. Current employees whose hire date for 2010-2011 school year shall be placed at Step 3;
- d. Current employees whose hire date for 2009-2010 school year shall be placed at Step 4;
- e. Current employees whose hire date for 2008-2009 school year shall be placed at Step 5;

- f. Staff on the above salary schedule will advance a step each year.
- g. Base wages for members of the bargaining unit, not in the Step program, will be increased annually during the duration of this Agreement, as follows:

3.0% effective September 1, 2015
 2.0% effective September 1, 2016
 2.0% effective September 1, 2017
 1.0% effective September 1, 2018
 1.0% effective September 1, 2019

- h. Due to the aforesaid changes, no staff member will have their wage/salary reduced.
- i. Connection to Roosevelt School District salary schedule:

At the end of this contract, the difference in salaries between the Roosevelt School District and RCA will be reviewed. In the event that the difference in salaries exceeds 5%, the parties will negotiate in good faith to maintain the RCA salaries within 5% of the Roosevelt School District salaries.

3. Nurses shall receive a 3% salary increase annually until the expiration of the current contract.

4. For the duration of this Agreement, Cooperating Teachers shall receive a 27% increase to their current hourly rate and not the annual increases included in Section A(2) of this Article.

5. Teachers shall receive a one-time salary increase of five-thousand dollars(\$5,000) added to their base salary the pay period following a teacher's proof to the School of his/her receipt of a Masters' Degree.

6. Salary of employees shall be payable in bi-weekly installments.

B. Stipends.

Unit members assigned to the positions of Lead Teacher, Reading Resource Teacher K-5, Lead Reading Teacher 6-8, Math Lead Teacher K-8 and Title I Coordinator shall receive the following stipends per year:

Stipend Position	Stipend Amount
Lead Teacher	\$3,000 per year
Reading Resource Teacher K-5	\$1,000 per year

Lead Reading Teacher 6-8	\$1,000 per year
Math Lead Teacher K-8	\$2,000 per year
Title I Coordinator	\$1,000 per year

The Association acknowledges that the Board possesses the sole discretion to assign, reassign, or not to assign or reassign, unit members to stipended positions, and such decisions shall not be grievable pursuant to Article XV or otherwise subject to challenge in any forum.

C. Overtime and Other Compensation.

1. Time and one-half shall be paid to Cooperating Teachers for all hours in excess of 40 hours actually worked in one week.
2. During those times that a Teaching Assistant is covering the duties of a teacher in the classroom, the hourly rate of pay to the Teaching Assistant shall be increased as follows:

\$1.50 effective September 1, 2015
\$2.00 effective September 1, 2016
\$2.50 effective September 1, 2017
\$3.00 effective September 1, 2018
\$4.00 effective September 1, 2019

3. Employees engaged in academic work completed outside of the regular work day, including summer school, will be compensated as follows:

\$25.00 per hour for Teaching Assistants and non-teaching staff
\$30.00 per hour for Teachers
\$35.00 per hour for Coordinators

D. Tuition Reimbursement.

1. Teachers and Cooperating Teachers shall be eligible for reimbursement of up to \$500 per course for a maximum of three courses per fiscal year (July 1 - June 30). Reimbursement for Teachers is limited to courses required to obtain teaching certification, or courses towards a Master's Degree required to retain certification. Reimbursement for Cooperating Teachers is limited to courses required to obtain teaching assistant certification, or courses towards a Bachelor's or Master's Degree.

2. To receive tuition reimbursement, the Teacher or Cooperating Teacher must obtain prior written approval from the Principal for the course. If approved, the Teacher or Cooperating Teacher must successfully complete the approved course with a final grade of "B" or higher.

3. Reimbursement shall be made upon presentation of proof of successful completion of the approved course with a final grade of "B" or higher, and a receipt showing

payment of tuition.

ARTICLE VI – BENEFITS

A. Health Benefits for full-time employees, excluding Teaching Assistants.

1. The School shall provide all eligible full-time employees, excluding Teaching Assistants, with health insurance coverage under the HIP Prime HMO insurance plan, or the HIP Access 11 insurance plan (or plans that provide Comparable coverage):
2. All eligible full-time employees, excluding Teaching Assistants, shall contribute to health insurance premiums (whether the employee selects individual or family coverage) under the following schedule:
 - January 22, 2016 5%
 - September 1, 2016 10%
 - September 1, 2017 15%
 - September 1, 2018 15%
 - September 1, 2019 20%

3. Health Benefits for full-time employees, excluding Teachers.

- a. A. The School shall provide all eligible full-time Teaching Assistants, upon completion of ninety calendar days of service, with health insurance coverage under either the HIP Prime HMO insurance plan or the HIP Smart insurance plan, whichever the Teaching Assistant elects (or plans that provides comparable coverage), as follows: The School shall pay seventy-five percent (75%) of the cost of the premium. B. All other employees, excluding Teachers, who have been contributing twenty-five percent (25%) annually towards their health insurance premiums, shall continue to contribute twenty-five percent (25%) towards their health insurance premiums during the duration of this Agreement, except that, effective September 1, 2019, those employees shall have their contributions reduced to twenty (20) %.

All employees hired after January 1, 2016 shall contribute twenty percent (20%) towards their health insurance premiums (whether the employee selects individual or family coverage).

B. Vision. The School shall pay 100% of the cost of the premium for the duration of this contract.

C. Dental. The School shall pay 100% of the cost of the premium if an employee elects a Dental Maintenance Organization (“DMO”) plan. If the employee elects a Preferred Provider Organization (“PPO”) plan, the employee shall contribute 25% of the cost of the premium.

D. Life Insurance. Employees shall be enrolled in the School's optional group life insurance plan.

E. Short and Long-Term Disability Insurance. The School shall provide disability insurance through the New York State Disability Benefits Law to all eligible employees. Eligible full-time employees shall also be eligible to participate in a long-term disability plan provided by the School.

F. Section 401-k Plan. The School shall provide an optional 401-k retirement plan to all employees. The School shall provide all participating employees to the plan with matching contributions of up to four percent (4%) of the employee's contribution.

G. Reopener: The Association acknowledges that the School is continually reviewing methods to reduce the costs of providing the employee benefits referred to in sections A through D of this Article. In that regard, the Union agrees that the School may request negotiations over those employee benefits by written notification at any time during the term of this agreement.

ARTICLE VII - HOURS OF WORK AND WORK YEAR

A. Hours of Work.

1. The regular workday for full-time employees shall be no less than seven and one-quarter (7.25) hours in length, with not less than a 30-minute unpaid lunch break each day, and with the actual work hours of each employee to be determined by the Principal in consultation with the employee. The Principal shall endeavor to provide full-time employees with reasonable notice whenever possible, in cases where the Principal requires said employees to work beyond their normal work day in order to engage in activities related to their positions. RCA shall endeavor to provide two weeks' notice to all employees of school events and professional development requirements.

2. Employees shall be available beyond their regular work hours if necessary to: (a) complete job requirements in a satisfactory manner, (b) prepare for classes, (c) handle emergencies, (d) respond to requests from the Principal, and/or (e) participate in meetings such as parent conferences, student conferences, curriculum committee meetings, faculty meetings, departmental meetings, open school meetings, site committee meetings, staff development, and the like.

3. Each employee shall be responsible for accurately recording his/her work time in such a manner as the School may designate.

4. In the event an employee cannot report to work on a scheduled workday, she/he shall be required to notify the Principal or his/her designee as soon as possible and, in no event later than two hours before the employee's regular scheduled starting time unless

circumstances beyond the control of the employee make that impossible.

B. Work Year.

1. The calendar for each year shall be established after consultation with the Association. The calendar shall set forth, at a minimum, the commencement and end of the academic year, and the days off for holidays and recesses.

2. Employees may be directed to report for work up to eight business days before the commencement of the academic year, except newly hired employees may be directed to report for work up to two weeks prior to the commencement of the academic year. All employees shall complete their work year one week following the completion of the academic year.

3. Employees must work the scheduled day before and the scheduled day after each holiday to qualify for holiday pay, unless the absence is excused in writing by the Principal.

C. Vacation.

1. Cooperating Teachers and Nurses shall be eligible for two weeks of paid vacation during the winter and spring breaks, which shall be earned pro rata during the academic year.

2. For purposes of this section winter and spring breaks include school breaks occurring in either December, February or in the Spring (that is the break occurring after the school break in February).

D. Holidays

2. Effective with the 2013-2014 school year, Cooperating Teachers, Permanent Substitutes and Nurses shall receive the following days as paid holidays (vacation time not charged):

Martin Luther King Jr. Day
President's Day
Memorial Day
Easter
Thanksgiving Day
Day After Thanksgiving
New Year's Day

Rosh Hashanah
Yom Kippur
Columbus Day
Veterans Day
Labor Day
Christmas Day

3. Should a holiday fall on Sunday, members shall take the holiday Monday. Should a holiday fall on a Saturday, members shall take the holiday on Friday. However, should classes be in session on the Friday or Monday, employees shall work at their regular pay rate, and take a "floating" holiday within thirty (30) days. This day shall be scheduled with the approval of the

employee's Supervisor.

4. Eligible unit members who work on a holiday listed in D(1) above shall be paid time and one-half for hours worked.

ARTICLE VIII - SICK AND PERSONAL LEAVE

A. Sick Leave.

1. The sick leave allowance shall be credited to employees on the first day of the academic year. Employees who commence their employment after the start of the academic year, or whose employment ceases (by resignation or discharge) prior to the completion of the academic year, shall have their sick leave allowance pro-rated.

2. Effective with the 2012-13 academic year, seven days of sick leave will be granted to all full-time employees, excluding part-time Teaching Assistants, Permanent Substitutes, and part-time Nurses. Full-time employees may carry over up to seven (7) sick days to the following year, to a maximum of fourteen (14) sick days.

3. Effective with the 2012-13 academic year three days of sick leave will be granted to part-time Cooperating Teachers, part-time Nurses and Permanent Substitutes which shall not carry over from academic year to academic year.

At the end of the academic year, all employees may elect to receive payment for some or all of their unused sick days at their regular rate of pay. Should an employee leave the employ of the School, she/he will be paid out in full for all accumulated sick days in her/his sick bank.

4. Sick leave may be used for personal illness or to care for an immediate family member with an illness. "Immediate family" shall mean spouse, child, life partner, sibling, father, or mother. In the event an employee is out sick for three (3) consecutive days or longer, the employee shall submit a doctor's note to the School explaining the illness.

B. Personal Leave.

1. Full-time employees, excluding part-time Cooperating Teachers and part-time Nurses, shall earn two personal days at the beginning of each academic year, which shall not carry over from academic year to academic year. Part-time Cooperating Teachers and part-time Nurses and Permanent Substitutes shall earn one personal day at the beginning of each academic year, which shall not carry over from academic year to academic year.

2. Personal days shall be used for matters such as house closings, graduations, and the like that must unavoidably be attended to during the school operating hours. The request for approval shall set forth the reason for the request and the date(s) requested, which must be approved in advance by the Principal except in emergency circumstances, in which case the lack of prior notice may be excused by the Principal.

ARTICLE IX –DEPENDENT/CHILD CARE LEAVE

Full-time employees with two (2) or more continuous years of service shall be eligible for paid dependent child care leave equal to one (1) week for each year of continuous service to a maximum of four (4) weeks, which shall run concurrently with, and not in addition to, their leave pursuant to the Family Medical Leave Act.

ARTICLE X - JURY DUTY LEAVE

A. Full-time employees who have completed at least 90 continuous days of employment with the School, and whose efforts to postpone jury service to the summer vacation period are unsuccessful, shall receive wages for each day of jury duty service up to a maximum of ten business days.

B. Employees must provide a copy of the summons to the Principal as soon as practicable but in no event later than two (2) business days of receipt to be eligible for paid jury duty leave.

C. Part-time employees and those full-time employees that fail to qualify for paid jury duty service will be paid in accordance with and to the extent required by applicable law.

ARTICLE XI - BEREAVEMENT LEAVE

Employees who have a death of an immediate family member shall receive three consecutive days leave of absence with pay. "Immediate family" shall mean spouse, child, life partner, sibling, father, or mother. Two consecutive paid days leave shall be allowed for the death of a mother-in-law, father-in-law, grandfather or grandmother. The School may require proof of death.

ARTICLE XII -MILITARY LEAVE

All military leaves shall be governed by applicable law.

ARTICLE XIII - LEAVES WITHOUT PAY

Any full-time employee, who has at least two continuous years of service with the School, may apply to the Board for a leave without pay of up to one year, which shall end either at the beginning of a term, or the beginning of an academic year.

ARTICLE XIV - LAYOFF & SENIORITY

A. Insofar as practicable, layoff shall be on the basis of seniority, ability, knowledge, skills, dependability of the employee, and legitimate needs of the School in determining which employees, in its discretion, have the best ability to do the work. Upon request by the Association, the School shall send to the Association a list of names of the employees laid off promptly after the layoff takes place. The above shall also apply for recall of any laid off employees.

B. The School shall give affected employees two or more weeks' notice of any layoff unless it is impracticable to do so, in which case it shall give as much notice as practicable.

C. Any employee who is not recalled from layoff within one year, shall lose previously accumulated seniority.

ARTICLE XV – GRIEVANCE PROCEDURE

A. The term grievance shall mean all complaints, disputes and grievances arising between the parties to this Agreement that involve questions of interpretation or application of any clause of this Agreement, including appendix.

B. A grievance shall be deemed waived unless raised in writing within ten days after the aggrieved party knew or should have known of the act or condition giving rise to the grievance.

C. All time limits included in this Article shall be strictly construed and may only be extended by mutual consent in writing.

D. Levels

Step I– Superintendent’s Level

- a. Upon receipt of a grievance, the Superintendent shall meet promptly with the Grievant.
- b. The Superintendent shall render a decision - within ten days of the initial meeting unless the matter is resolved at that time.
- c. If the grievant is dissatisfied with the Superintendent's determination or if no timely written determination is given to the grievant by the Superintendent, the grievant shall have ten days from the date of the Superintendent's decision, or ten days from the date of the initial meeting, whichever comes first, to appeal in writing to the Board, with a copy to the Superintendent.

Step 2 - Board Level

The Board shall convene and hear the grievance within 30 days of the filing of the grievance appeal with the Board. The Board's decision shall be rendered in writing within 30 days after the completion of the hearing. The decision of the Board shall be final and binding; provided, however, that the Board's decision shall be subject to review pursuant to Article 78 of the Civil Practice Law and Rules to determine if the Board's decision was arbitrary and capricious.

ARTICLE XVI - NON-DISCRIMINATION

There shall be no unlawful discrimination against any employee for engaging in or refusing to engage in Association activity, or because of any legally protected status, including but not limited to race, color, religion, creed, national origin, ancestry, disability that can reasonably be accommodated without undue hardship, sex, sexual orientation, pregnancy,

marital status, age, veteran status, and/or claims of retaliation for raising a claim of discrimination and/or harassment on these grounds as recognized by the State of New York and under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans With Disabilities Act, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, and the New York State and United States Constitutions.

ARTICLE XVII - VISITATION

The School shall permit a duly authorized NYSUT representative on the premises before or after the employees' regular workday, provided the NYSUT representative obtains the School's prior consent, and such visit does not interfere with the School's operations. The School's consent for such visit shall not be unreasonably withheld.

ARTICLE XVIII - BULLETIN BOARDS

The School agrees to provide and allow the Association the use of one bulletin board in each building for Association notices.

ARTICLE XIX - JOB POSTING

Whenever there is a permanent vacancy for a bargaining unit position, the School shall post a notice of such vacancy at appropriate locations in each school building for a period of five (5) calendar days and shall provide a copy of said notice to the President of the Association. Notices shall include the vacant position's job title, job description and compensation. The Association acknowledges that bargaining unit members shall not receive any preferences for the vacant position, and that the Board possesses the sole discretion to fill such vacant position with candidates outside of the Association, and that such decision shall not be grievable pursuant to Article XV or otherwise subject to challenge in any forum.

ARTICLE XX-MANAGEMENT RIGHTS

A. The Association and the School agree that the provisions of this Agreement are limited to hours, wages and other "terms and conditions of employment" of the employees covered, and the provisions shall not be construed or interpreted to restrain the School from the full and absolute operation, control and management of its affairs. Except as specifically limited by an express provision of this Agreement, the School retains the exclusive right to manage its facilities; to determine the nature and scope of the budget; to establish and implement educational policies; to select the administrative staff; to direct, control, and schedule its operations and staff, and to make any and all decisions affecting its operations, whether or not specifically mentioned herein. Such prerogatives, authority, and functions shall include but are not limited to the sole and exclusive right, except as expressly modified herein: to hire, promote, layoff; assign, transfer, suspend, discharge or discipline; to select and determine the number of its employees, including the number and identities of individuals assigned to any particular work, and increase or decrease that number; to direct and schedule the work force; to determine or change the starting time, quitting time or the number of hours to be worked, provided the School gives advance notice; to assign work and duties to the employees regardless of their

classification; to organize, discontinue, enlarge, reduce or revise a function; to determine the location and type of operation; to determine the methods, procedures, materials, equipment and operations to be utilized or to discontinue their performance by employees of the School; to transfer, relocate, subcontract or close any or all of the operations of the School or to discontinue such operations; to promulgate, post, and enforce reasonable rules and regulations, policies and procedures, including but not limited to attendance control, dress, deportment, criminal background checks, and drug and alcohol testing based on reasonable suspicion; to establish, determine content of, and conduct training programs and require attendance at same; to discontinue any course, curriculum, text, or department; to introduce new and improved methods or revisions of operation; to establish, change, combine, revise or abolish job classifications and descriptions; and to set standards of performance for the employees.

B. The School has published an Employee Manual that contains information, policies and procedures for its employees. The School reserves the right to amend the Manual from time to time as appropriate and in its sole discretion. The provisions of the Manual are intended to apply to all employees, including those covered by this Agreement; provided, however, that where this Agreement is expressly in conflict with provision(s) of the Manual, this Agreement shall govern.

C. The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the School retains all rights not otherwise specifically covered by this Agreement, including the right to change "terms and conditions of employment" except to the extent that they are expressly set forth herein.

D. Supervisors and management may perform work that is regularly performed by members of the bargaining unit for (1) training purposes, (2) in the event of an emergency, (3) where members of the bargaining unit are unavailable or for other reasons cannot perform the work, or (4) where deemed appropriate by the School for the operational needs of the School.

ARTICLE XXI - SEVERABILITY AND SAVINGS CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXII - LEGISLATIVE ACTION

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

ARTICLE XXIII - DURATION

This Agreement shall be for a term from September 1, 2015 through August 31, 2020

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by duly authorized officers and have hereunto set their hands the day and year first written above.

ROOSEVELT CHILDREN'S
ACADEMY CHARTER SCHOOL

ROOSEVELT CHILDREN'S
ACADEMY WORKERS' ASSOCIATION

BY: _____

BY: _____

DATED: _____

DATED: _____

**APPENDIX TO AGREEMENT BY AND BETWEEN BOARD OF TRUSTEES OF THE ROOSEVELT CHILDREN'S
ACADEMY CHARTER SCHOOL AND ROOSEVELT CHILDREN'S ACADEMY WORKERS' ASSOCIATION
September 1, 2012 – August 31, 2015**

Subject: RCA Attendance (Absenteeism, Tardiness & Job Abandonment) Amendment to Union Agreement

Revised: February 2014

Purpose:

It is vital to Roosevelt Children's Academy for all employees to have reliable attendance. Absenteeism and tardiness negatively impact our ability to effectively improve student achievement. The purpose of this policy is to reestablish the requirements for reporting absences, to provide guidelines for the handling of tardiness, early departures, and unscheduled absences, and to outline employees' need to adhere to established work schedules to maintain efficient, effective operations throughout RCA.

Policy:

All employees must arrive and be prepared to commence work at their scheduled start time. Employees are responsible for notifying supervisor of absences, late arrivals, or early departures each day of the absence, tardiness, or early departure, in accordance with their unit's call-in procedure, which typically requires employees to advise supervisors when they will not report to work. Unscheduled absences, tardiness, and unscheduled early departures (whether excused or unexcused), failure to provide appropriate notification, or abuse of sick leave or other paid time off may result in corrective action up to and including termination of employment. Absences, tardiness, and early departures due to approved FMLA leave, Short-Term Disability leave, military leave, jury duty, workers' compensation, other approved leave, or reasonable accommodation as required by law will not be counted as occurrences.

Definitions

No call/no show: An unscheduled absence without proper notification to the employee's supervisor or department.

Pattern Absences: Unscheduled absences the day before or after a scheduled holiday, vacation, or personal day; on a desirable day off, a specific day of the week, or a weekend; a specific or unique work day; or as sick leave or other paid time off is accrued.

Scheduled Absence: A scheduled absence occurs when an employee requests and is approved to take time off in accordance with department and RCA policies and applicable provisions of this Agreement. Some examples of scheduled absences include approved vacation, personal holidays, jury duty, military related, bereavement leave, FMLA leave,

and Short-Term Disability leave.

Tardy: Failure to report to an employee's assigned work area and be prepared to start work at his or her scheduled start time, including returning from breaks and meal periods.

Unscheduled Absence: Failure to report to work on a scheduled workday or working less than half of a scheduled workday due to tardiness or leaving early without approval. Absences on consecutive workdays for the same reason, without approval, will count as one unscheduled absence under this policy.

Unscheduled Early Departure: Failure to work a complete workday due to an early departure without a written and approved time off request. Please refer to Unscheduled Absence above when an early departure results in working less than half of a scheduled workday.

Guidelines:

1. RCA shall communicate to staff employees the importance of timely and regular attendance and develop a written unit guideline that outlines a call-in procedure. The call-in procedure should define when and whom an employee should call if he/she is going to be absent or tardy. It should also address a time frame when an employee who will be delayed is required to notify supervision.

2. Staff reporting hours are listed below. These hours are provided as guideline. Hours may vary depending on the needs of the School. These reporting periods will ensure that we are adequately prepared to deliver quality instruction each day.

Teachers and Cooperating Teachers:	7:45 a.m. – 4:00 p.m. (one hour for break/lunch)
Counselors/Social Worker:	7:45 a.m. – 4:00 p.m. (one hour for break/lunch)
Nurses	8:30 a.m. – 4:30 p.m. (one hour for break/lunch)

Note: All other staff members not covered above will have their hours specified in writing by their supervisor with approval by the Superintendent.

3. Notification of any unscheduled absence, tardiness, or unscheduled early departure must be made as far in advance as possible. An employee who will be unable to report to work as scheduled, tardy, or leaving early must contact his/her supervisor as far in advance as possible and at the latest prior to the start of the shift or the departure. Notification and acknowledgment of tardiness, unscheduled early departure, or unscheduled absence will not excuse it.

4. Employees must record attendance and absences in the applicable attendance tracking records used by the RCA.

5. An unscheduled absence or missed required training/meeting will be recorded as one (1) occurrence. Each tardy or unscheduled early departure will be recorded as one-half (1/2) an

occurrence. No occurrences will be recorded for scheduled absences or use of accrued sick leave as provided under this Agreement. However, pattern usage, failure to provide timely notification, or failure to comply with the Sick Leave Policy may result in absences being counted as unscheduled absences. If a pattern of possible misuse is observed, a conference will be conducted with the staff member to make him/her aware of the concern and obtain additional clarity of issues that may be affecting the staff member. Employees will be subject to immediate corrective action for pattern unscheduled absences.

6. Occurrences will be tracked by payroll based on a ten and one-half (10.5) month period.

7. Upon four occurrences, additional occurrences thereafter will advance the corrective action process, up to and including termination of employment.

Verbal warning upon four (4) occurrences

Written warning upon six (6) occurrences

Final warning or suspension upon ten (10) occurrences

Termination of employment upon twelve (12) occurrences

Employees will be subject to immediate corrective action for no call/no show. Two (2) or more consecutive workdays of no call/no show will be considered job abandonment and could result in termination of employment.

8. Employees who work for six (6) months without an occurrence since the last occurrence resulting in corrective action will not have the corrective action process progress to the next level. For example, if an employee receives a written warning due to the sixth occurrence on October 1st and receives two additional occurrences in the following June, the employee should receive another written warning.

9. Employees will not be compensated for time lost due to tardiness. However, an employee who is late fifteen minutes or less is considered tardy but will be paid for the time. Tardiness of more than fifteen (15) minutes will be unpaid for the time lost due to tardiness. For example, an employee who arrives to work 25 minutes tardy will have his/her pay docked for 25 minutes. Even though report times are specified, staff members will be given a five (5) minute grace period before they are considered tardy. Meal periods and breaks may not be used to cover for absences or tardiness. An employee may not extend the normal workday or work beyond his/her scheduled shift to make up for being tardy without the prior approval of the employee's supervisor.

10. An unscheduled absence is unpaid unless an employee uses accrued vacation, sick leave, or personal holiday time in accordance with RCA policy and the provisions of this Agreement, if applicable. An employee will not be compensated for unscheduled absences that extend beyond his/her accrual balances.

11. Requests for scheduled absences, including jury duty, emergency time off (vacation or

personal holiday), bereavement, military leave, medical leave, and personal leave must be requested as far in advance as possible consistent with RCA policy and the applicable provisions of this Agreement and law. Employees, who will be unable to report to work as scheduled (except for a RCA preapproved block of leave time) or using intermittent FMLA leave or other leave are required to contact their supervisor. Denied leave or other requested time off, failure to return to work after an approved leave, or failure to comply with these guidelines or other applicable RCA policy may result in the treatment of time away from work as an unscheduled absence, tardiness, or unscheduled early departure under this policy.