



REALM

Charter School

**Collective Bargaining Agreement**  
**Between**  
**REALM Charter School**  
**And**  
**The Berkeley Federation of Teachers**

**July 1, 2016 – June 30, 2017**



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For REALM Charter School

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Victor Q. Diaz, REALM Board of Directors President

For the Berkeley Federation of Teachers

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Cathy Campbell, President

AGREEMENT

Between

REALM CHARTER SCHOOL

and

THE BERKELEY FEDERATION OF TEACHERS

July 1, 2016 – June 30, 2017

**Berkeley Federation of Teachers  
Bargaining Team**

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**REALM Charter School  
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Victor Q. Diaz

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1. AGREEMENT

This agreement, made and entered into the 1st day of July 2016 between REALM Charter School (hereinafter referred to as the "School"), and the Berkeley Federation of Teachers, AFT, Local 1078, AFL-CIO (hereinafter referred to as the "Union"), shall continue until June 30, 2017.

2. RECOGNITION

- 2.1 The appropriate bargaining units covered by the Agreement shall include (1) all certificated employees and (2) all non-credentialed teachers.
- 2.2 This unit excludes: All management, supervisory, and confidential employees as defined in the California Educational Employment Relations Act.

3. DEFINITIONS

- 3.1 "Teacher" or "certificated employee" shall refer to employees included in the bargaining unit set forth in Article II.
- 3.2 "Working Day" is any day when the main office of the School is open for business.
- 3.3 "Union Representative" is any person the Union President designates to act for the Union.
- 3.4 "Day" or "Calendar Day" is any day on the calendar including instructional days, weekends, and holidays.

4. UNION RIGHTS

- 4.1 Dues and Organizational Security
  - 4.1.1 Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the School an assignment authorizing deduction of membership dues and general assessments in the Union. Pursuant to such authorization, the School shall deduct one- twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. At the time of hire, the School shall give a written copy of Article IV, sections 4.1.1 through 4.1.4 (copies to be provided by the Union) to new employees.
  - 4.1.2 All employees in the bargaining unit shall, as a condition of employment, have dues or any Agency or Service Fee deducted from their salary starting with their first pay warrant. In no case shall the Service Fee be greater than periodic dues and general assessments of the Union.

- 4.1.3 The parties agree further that the failure of any unit member to pay the equivalent of Union periodic dues and general assessments during the term of this Agreement shall constitute just and reasonable cause for discharge from employment.
  - 4.1.4 If any bargaining unit member is paid over a period other than twelve (12) months, the Agency Fee or membership fee will be prorated over that period.
  - 4.1.5 All funds collected by the School through deductions shall usually be remitted to the officer designated by the Union within ten (10) days after the 1st of each month for employees who have authorized such deductions.
  - 4.1.6 The Union agrees to furnish any information needed by the School to fulfill the provisions of this Article.
  - 4.1.7 The Union will comply with the provisions of law related to informing unit members of the agency fee and their rights.
- 4.2 Hold Harmless and Indemnity Provision

The Union shall indemnify and hold the School harmless from any and all claims, demands or suits or any other actions arising from any of the provisions of this Article.

## 5. GRIEVANCE PROCEDURES

- 5.1 Definitions:
- 5.1.1 A “grievance” is a formal, written allegation that there is a violation or a dispute regarding the meaning, application or interpretation of a specific provision of this Agreement.
  - 5.1.2 A “Grievant” may be any unit member covered by the terms of this Agreement including the Union with reference to violations of the Union’s rights.
- 5.2 General Provisions:
- 5.2.1 The teacher shall have the right to be represented by a Union representative or by any teacher of his/her choice in his/her school, at any step of this procedure, including informal ones.
  - 5.2.2 The Union shall be notified and have the right to respond to a resolution of any grievance regardless of the party filing the grievance. The Union shall have the right to be present at any hearing subject to the approval of the Grievant. If the Grievant refuses to give approval, the Union is released from any obligation to represent the Grievant at any subsequent level of the grievance procedure.
  - 5.2.3 Failure to communicate the decision of a grievance at any step of this procedure within the specific time limit shall enable the Grievant to immediately proceed to

the next level. However, time limits as specified herein may be extended at any time by the mutual written agreement of the grievant.

- 5.2.4 A grievance must be filed within thirty (30) working days after the alleged act or omission giving rise to the grievance, or after the Grievant should have reasonably known of the act or omission. A failure to file a written grievance within the time limit set forth herein shall be deemed a waiver of the grievance.
- 5.2.5 The failure of a Grievant to proceed from one step of the grievance procedure to the next within the time limits set forth shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- 5.2.6 A grievance may be withdrawn at any level but that same grievance shall not be filed a second time by the same Grievant.
- 5.2.7 All claims for back wages and fringe benefits shall be limited to the wages and fringe benefits the Grievant would otherwise have earned, less all compensation received from any source of a like nature during the period when such pay and benefits were accumulating. Claims which are granted by the School shall be paid no later than the second (2nd) pay day after the date the grievance decision is rendered.
- 5.2.8 A decision in any individual case shall not require a retroactive wage adjustment in any other case.
- 5.2.9 No decision shall be contrary to this Agreement except by mutual agreement of the Union and the School that such decision or adjustment shall not establish a precedent as to the interpretation of the Agreement.
- 5.2.10 The Union, in accordance with its local policy, may defend a teacher's right to due process even if the Union does not justify the teacher's actions.
- 5.2.11 By mutual agreement between the Union and the School, if the substance of the grievance is substantially similar for each grievant, more than one (1) grievance may be heard at the same time. If the School determines the circumstances of the grievances to be different, separate decisions may be rendered to Grievants.
- 5.2.12 If the substance of the grievance is substantially similar and the requested remedy is the same for all parties, a group grievance can be filed.

### 5.3 Procedure

#### 5.3.1 Level One: Informal

Before filing a formal grievance, the Grievant will attempt to resolve the matter by informal conference with his/her Principal.

#### 5.3.2 Level Two: Principal

If the matter is not resolved at Level One, a formal grievance may be filed. The Grievant shall forward a copy of the written grievance to the Grievant's Principal. The written grievance shall be a clear, concise statement of the grievance. The following information shall be included to the best of the Grievant's knowledge and ability:

- 5.3.2.1 A description of the general and specific grounds of the grievance, including the specific article and section of this agreement which is alleged to have been violated.
- 5.3.2.2 All persons involved in the grievance shall be named, including a statement of times, places and events.
- 5.3.2.3 A listing of the specific actions which the Grievant believes would best remedy the grievance.
- 5.3.2.4 Five (5) working days after the receipt of the written grievance, a written response shall be made available to the Grievant by the Principal. In addition, one (1) copy shall be sent to the designated Union representative. At the request of either party, the Grievant and the Principal shall have an additional meeting and by mutual agreement the time limit for response from the Principal shall be extended.

### 5.3.3 Level Three: Executive Director

- 5.3.3.1 In the event the decision of the Principal is not satisfactory, the Grievant may appeal in writing to the Executive Director. Such appeal shall be made within five (5) working days of the receipt of the written decision of the Principal. This appeal shall include a clear, concise statement of the reasons for the appeal.
- 5.3.3.2 The Executive Director shall investigate the grievance and, if necessary, confer with the parties involved. Either party may request a conference. Such conference shall be conducted within seven (7) working days after receipt of the appeal. However, the Grievant has the right to waive the conference and allow the Executive Director to issue a decision within a seven (7) working day period. In the event the Grievant requests a conference or agrees to a conference, such conference will occur within seven (7) working days of the appeal of the grievance and a decision shall be issued within seven (7) working days after the conclusion of the conference.

### 5.3.4 Level Four: Arbitration

- 5.3.4.1 Following receipt of the Executive Director's decision, the Grievant, through the Union, may request arbitration within fifteen (15) working days.
- 5.3.4.2 Before submitting a grievance to arbitration, the parties may submit the grievance to a State Mediator. The submission of the grievance to a State Mediator must be by mutual agreement. In the absence of a mutual agreement, the Union may request arbitration.
- 5.3.4.3 The request for arbitration may be withdrawn at any time prior to the hearing before the arbitration and shall not be refiled.
- 5.3.4.4 General rules governing arbitration:
  - 5.3.4.4.1 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Union's submission of the grievance to arbitration, a list shall be requested from the State Mediation and Conciliation Service. After this list is received, each party may reject one (1) entire list. Assuming the list is not rejected, the parties shall alternately strike names until a single arbitrator remains who shall serve as arbitrator.
  - 5.3.4.4.2 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires commission of an act prohibited by law or which violates the terms of this Agreement. Additionally, the arbitrator does not have the authority to modify, add to, delete, or ignore any provision or term of this Agreement. The decision and award of the arbitrator will be final and binding upon the parties of this Agreement, except for court review pursuant to Code of Civil Procedure Sections 1285 - 1288.8.
  - 5.3.4.4.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, the arbitrator's travel and assistance expenses and the cost of any hearing room will be borne equally by the School and the Union. All other costs will be borne by the party incurring them. Concerning transcripts, the cost shall be equally borne by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense.

5.3.4.4.4 By mutual agreement of the parties, the expedited labor arbitration rules of the American Arbitration Association may be used. In the event this mutual agreement does not exist, then the provisions as set forth above shall apply.

## 6. HOURS OF EMPLOYMENT

### 6.1 Duty Day

6.1.1 The duty day for teachers shall be a consecutive seven (7) hours and twenty (20) minutes per day, including a thirty (30) minute duty-free lunch period, or thirty-six (36) hours and forty (40) minutes per week.

6.1.2 Teachers shall be entitled to a minimum of a thirty (30) minute duty-free lunch period. This period shall be exclusive of any time required to escort students to lunch lines and of legally required passing time. The thirty (30) minute lunch period shall be an uninterrupted period of time.

### 6.2 Preparation Time

6.2.1 At least one (1) period per day within the duty day shall be for planning time and preparation time. A preparation period is defined as that duty period of time which is used by the certificated employee to prepare for instruction programs or to fulfill IEP requirements excluding direct service to students.

6.2.2 A teacher shall use his/her preparation period for activities related to preparation for the classroom or instructional program, unless otherwise provided herein.

### 6.3 High School Teaching Assignments

High school teacher work assignments shall be as follows:

60% -----3 teaching periods and 1 advisory

80%-----4 teaching periods and 1 advisory

100%-----5 teaching periods and 1 advisory

### 6.4 Middle School teacher work assignments shall be as follows:

50% ----- 2 teaching periods and 1 advisory

75% ----- 3 teaching periods and 1 advisory

100% ----- 4 teaching periods and 1 advisory

6.4.1 For the 2016-2017 school year, Middle School teacher work assignments shall be as follows:

60% -----3 teaching periods and 1 advisory

80%-----4 teaching periods and 1 advisory

100%-----5 teaching periods and 1 advisory

6.5 Whenever possible, teachers shall be required to have no more than two (2) different courses. If it becomes necessary to give more than two (2) different courses, such assignment shall not be given to a teacher with less than two (2) years' experience at the school, if possible. If an electives teacher has more than three (3) different courses, the teacher shall receive a three thousand dollar (\$3,000) stipend, paid in two (2) equal installments by February 1 and June 1.

#### 6.6 High School Instructional Day/Instructional Minutes

6.6.1 The instructional day for grades 9 to 12 inclusive shall be an average of three hundred sixty (360) minutes per day calculated over a consecutive ten (10) day period. The high school instructional day will at least meet minimum state requirements. Instructional day shall be defined as required by the State Superintendent of Public Instruction for purposes of Education Code Section 46201.

6.6.2 The high school shall use a seven-block schedule with six (6) periods per day (Appendix 1). The seventh period falls on the morning of the second day, after which the schedule repeats. Each class meets four (4) days per week. Advisory meets for two (2) hours per week. Teachers meet with their departments for two (2) hours per week and attend professional development for 1.25 hours per week.

#### 6.7 Advisory Curriculum Team

The parties shall form a collaborative team for each school to develop an advisory curriculum for the school by the start of the 2015-2016 school year. Each team shall be composed of up to four (4) teachers from the school and up to four (4) administrators. Teachers shall be paid for their work on the team at their hourly per diem rate up to a maximum of twenty (20) hours per teacher.

### 7. TEACHER COMPENSATION

#### 7.1 Salary Schedule

Effective July 1, 2016, teachers shall be paid according to the 2015-2016 Berkeley Unified School District salary schedule plus three percent (3%) (Appendix 2).

#### 7.2 Placement on Salary Schedule

7.2.1 New teachers hired by the School shall be given year for year credit for all comparable teaching experience.

- 7.2.2 Current teachers shall be given year for year credit for all comparable teaching experience, including years in the School.
  - 7.2.3 For the purposes of this section, “comparable teaching experience” means teaching at an accredited K-12 or post-secondary institution or program, with or without a credential, excluding substitute or student teaching.
  - 7.2.4 A teacher who, in any one (1) academic year, served for at least seventy-five percent (75%) of the number of days the institution or program where she or he was employed was in session shall be deemed to have served a complete year for the purposes of experience credit.
  - 7.2.5 Teachers entering or who entered the School with years of service in schools outside of REALM will stay three (3) years at Step 12 or a total of twelve (12) years in the School, whichever comes first, and then move to the first longevity step and thereafter will progress according to the salary schedule. (See Appendix 2.)
  - 7.2.6 Current teachers whose placement on the salary schedule resulting from sections 7.2.2 and 7.2.5 would result in a reduction of salary shall remain at their current salary plus negotiated increases until they qualify for a higher placement based on their years of service and course work. For the purposes of this provision, “current salary” means a teacher’s 2014-2015 base salary plus any stipend received for 2014-2015 for teaching an additional period at the high school.
- 7.3 Salary Schedule Advancement and Course Approval
- 7.3.1 All course work must be approved by the School. Course work shall automatically be approved if:
    - 7.3.1.1 It directly relates to the teacher’s teaching assignment for the current year or next succeeding year; or
    - 7.3.1.2 It directly relates to the requirements for a single subject teaching credential sought by the teacher.
  - 7.3.2 All course work not covered by sections 7.3.1.1 and 7.3.1.2 must be pre-approved by the School. It is recommended that approval be obtained before course work is initiated; however, approval must be obtained within two (2) weeks of a class being initiated. Written notification of the approval or non-approval shall occur within five (5) days of receipt of the teacher’s original request and reasons provided to the teacher if the course was not approved on the salary schedule.
  - 7.3.3 All course work must be completed by the beginning of the school year in September except when a summer session course or a correspondence course in which all assignments have been completed is not concluded by that time. Printed transcripts must be provided to the School by November 15 as documentation of completion of requirements for salary reclassification. In the event transcripts are

not available by November 15, a letter of verification from the university or college specifying that the work has been completed will suffice until the transcripts are received. No adjustments or reclassification on the salary schedule shall take place until such documentation is received.

7.3.4 By December 1 of each year, teachers shall receive a written statement of their step and column placement, FTE, and annual salary for the school year.

#### 7.4 State Disability Insurance

The School shall continue to provide teachers with State Disability Insurance.

### 8. DISCIPLINE

#### 8.1 Just Cause

8.1.1 Teachers who have not been employed by the School for at least two (2) consecutive years are probationary teachers and employed at-will.

8.1.2 Teachers who have been employed by the School for at least two (2) consecutive years are permanent teachers and shall not be disciplined except for just cause.

#### 8.2 Written Warnings

Written warnings shall not be subject to the grievance procedure. Written warnings, however, are subject to the requirements of section 8.4 below.

#### 8.3 Progressive Discipline

The School shall use progressive discipline.

#### 8.4 Derogatory Material

8.4.1 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher is given notice by "cc: Personnel File" or by a letter stating that the material will be entered in the file. The teacher shall have the opportunity to review the material in a timely manner and have thirty (30) working days from receipt of notice to comment thereon. The review shall take place during normal business hours and the teacher shall be released from duties for this purpose without salary reduction. Improperly placed materials shall be removed from the file by the Executive Director. The Executive Director shall confirm to the teacher the removal of such materials.

8.4.2 Teachers may request and meet within five (5) days with the administrator before derogatory material is placed in their personnel files.

- 8.4.3 The teacher's response to derogatory information may be in the form of a written statement attached to the material. A note of the response shall be on the material.

## 9. LEAVE OF ABSENCE

### 9.1 Leaves of Absence Without Compensation

- 9.1.1 A teacher shall become eligible for a leave of absence pursuant to this section when the employee achieves permanent status and has served three (3) years in the School.
- 9.1.2 Leave without pay for the subsequent school year shall be granted by the School for a maximum of one (1) school year upon written request of the teacher provided this request is received by the School on or before February 15 of the preceding school year. After February 15, such requests may be granted by the School. If the School needs are met, and on an individual basis, the School will endeavor to make available part-time and part-year leaves of absence to teachers.
- 9.1.3 After a teacher has been granted a leave without pay under 9.1.1, the School shall not be obligated to grant another such leave for five (5) years but may grant such a leave. By April 15, the School shall inform applicants for leave who apply on or before February 15 of the preceding year whether or not the leave has been granted. At the end of this five (5) year period, the School shall grant a leave without pay if the request for the leave is received on or before February 15 of the preceding year.
- 9.1.4 A request for an extension of an unpaid leave under Sections 9.5, 9.10, and 9.13 must be submitted by February 1 for leaves the following school year. A request for an extension of a fall semester only leave must be submitted by November 15. By March 1, the School shall inform eligible applicants in writing whether an extension request has been granted. Such a request may be granted at the discretion of the School.
- 9.1.5 All teachers under leave of absence status shall notify the School in writing by February 1 as to whether they will be returning for the following school year or whether they wish to request an extension on their leave of absence for the following school year. If a teacher fails to notify the School by February 1, the teacher will be sent a letter informing him/her of the missed deadline. Failure to respond within ten (10) calendar days will be deemed a resignation.
- 9.1.6 A teacher's request for termination of a leave of absence during the time granted will be considered by the School. The School shall not be required to terminate the leave prematurely unless the School judges the situation to be in the best interests of the School.

- 9.1.7 Leave taken under this Section shall not be granted for employment in another school unless approved by the School under special circumstances.
- 9.1.8 A teacher shall not lose any seniority rights by reason of an approved leave of absence. Such leave shall not count as an additional year of experience for salary purposes unless agreed to in writing by the School prior to the leave.
- 9.1.9 A teacher on such leave shall be permitted to make his/her own and the School's regular contributions to all benefit programs requiring such contributions, as permitted by law and consistent with the requirements of the insurance carrier, as well as any other restriction which may be placed on the benefit program by entities apart from the School.
- 9.1.10 Upon prior written approval of the Executive Director, a teacher on leave of absence shall be entitled to return to the same school and department to which the teacher was assigned prior to the leave of absence. See subsection 9.14.2.
- 9.1.11 Shared teaching arrangements may be renewed if initially granted and involve the same teachers sharing a teaching position. Shared teaching arrangements will be encouraged and the School shall assist a teacher requesting such assignment to find a suitable position.

## 9.2 Sick Leave

- 9.2.1 Effective July 1, 2015, each full-time teacher in the bargaining unit is entitled to eleven (11) days of sick leave for each full year of employment under contract with pay, cumulative without limit. For the 2015-2016 and 2016-2017 school years only, teachers may only use eleven (11) days of sick leave per year, provided that this limit shall not apply to teachers using sick leave for the serious or critical illness of the teacher or a member of the teacher's immediate family, or for child rearing leave pursuant to section 9.5.
- 9.2.2 Effective July 1, 2016, unit members whose employment with the School started before the 2015-2016 school year shall be credited for any unused, accumulated sick leave they had for previous years with the School. If for any given year, neither the School or the teacher has an official record of how much sick leave the teacher used that year, the School shall accept, in lieu of an official record, a signed statement from the teacher stating how much sick leave the teacher believes she or he used that year.
- 9.2.3 The full year's accumulation shall be credited to the teacher in the bargaining unit at the start of each school year.
- 9.2.4 Sick leave entitlement and deduction for contract teachers who are teaching less than full time or less than the contract year shall be on a pro-rata basis.

- 9.2.5 Thirty (30) days after the first day of school, the teacher in the bargaining unit shall receive an accounting, in writing, of the total number of sick leave days accumulated to that date. The credit for the current year shall be included in the report.
- 9.2.6 Teachers hired from another school district or charter school who were employed there for at least one (1) school year shall have their sick leave transferred with them. It is the teacher's responsibility to obtain certification from the previous district or charter school of the total amount of sick leave to be transferred and submit it to REALM. Within thirty (30) days after the submission of such certification, the teacher shall receive an updated accounting, in writing, of the total number of sick leave days accumulated to that date. The credit for the sick leave transferred shall be included in the report.
- 9.2.7 Sick leave may be used for personal illness, including quarantine, disability and necessary appointments for health treatment. Sick leave may also be used for the birth or adoption of a child, before, during, or after any child rearing leave taken pursuant to section 9.5, provided that such usage shall not reduce the teacher's accumulated sick leave balance below five (5) days.
- 9.2.8 During a leave of absence, a teacher shall maintain any prior accumulated sick leave, but shall not accumulate any additional sick leave.
- 9.2.9 There shall be no loss of sick leave for illnesses or communicable disease contracted through work or work-related accidents provided that an award of worker's compensation claim has been granted.
- 9.2.10 A teacher who desires to check the School's sick leave records of his/her own absence(s) will be provided access to the available records within ten (10) days of the written request. Upon the School's confirmation of an error in the sick leave records, the School shall provide the employee with a written notice correcting the error within ten (10) working days of the confirmation.

### 9.3 Sick Leave Donation

Teachers may donate any portion of their accrued sick leave to another teacher or other employee who has exhausted his or her accrued leaves and has a medical procedure, emergency, or other hardship situation that requires time off. Under no circumstances shall sick leave be donated to a teacher unless (1) the teacher has exhausted his/her total accumulated sick leave, and (2) if the donation is for a teacher's personal illness or the serious or critical illness of a member of a teacher's immediate family, the teacher has submitted certification from a health care provider to support the teacher's need for the leave.

### 9.4 Extended Sick Leave

A teacher absent from duty for reasons of illness or accident for a period of one hundred (100) duty days or less from the date of the expiration of the accumulated sick leave shall receive the difference between his/her salary and the actual cost to the School of a replacement employee to fill the position during the absence. If no replacement is employed, the salary cost to the School shall be the salary shown on Class II, Step 1 of the Teacher Salary Schedule. Concerning the above-referenced one hundred (100) duty days or less of extended sick leave, the teacher shall continue to receive the same level of School health benefits coverage as before the illness or accident as long as it is consistent with legal limitations and restrictions placed by the various insurance carriers.

## 9.5 Child Rearing Leave

Child rearing leave shall be available for a parent in connection with the arrival of a new child either through natural birth or adoption of a child who is not the child of the teacher's spouse.

- 9.5.1 A teacher shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. After consultation with the Director of Operations, a woman may begin child rearing leave at such time as she and her doctor deem advisable.
- 9.5.2 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, an employee shall be entitled to utilize the available sick leave.
- 9.5.3 During the first eighty-nine (89) days of child rearing leave, the teacher shall receive twenty-five percent (25%) of his/her own salary. The parties will explore increasing this amount during negotiations for a successor agreement. The eighty-nine (89) working days (excluding all weekends, holidays and school recesses) must be consecutive. The teacher may integrate this leave with California Paid Family Leave benefits and/or the teacher's accumulated sick leave to continue to receive up to one hundred percent (100%) of his/her normal salary from the School. If a teacher's monthly income is less than anticipated (for example, due to a delay in receiving Paid Family Leave benefits), the teacher may request an emergency check to cover the shortfall, subject to approval of the Executive Director. If approved, the check shall be drawn against the teacher's accumulated sick leave and/or earned income and be given to the teacher within two (2) working days of the request. Once a teacher returns to duty, the child rearing leave and all of its provisions shall be terminated. If, however, a returning teacher who has not used the full child rearing leave then becomes ill with a childbirth related illness, she shall be reinstated up to the total maternity leave allowance. Concerning the above-referenced eighty-nine (89) days of child rearing leave, the teacher shall continue to receive the same level of School health benefits coverage as before the leave as long as it is consistent with legal limitations and restrictions placed by the various insurance carriers.

- 9.5.4 After the eighty-nine (89) days of child rearing leave as provided for above have been fully utilized, the teacher shall, upon written request submitted not later than twenty (20) working days prior to the expiration of the above-referenced eighty-nine (89) days of child rearing leave, be placed on extended child rearing leave until the end of the school year. Extended child rearing leave is provided without pay.
- 9.5.5 Unpaid child rearing leave beyond that provided for above up to one (1) year shall be granted upon request pursuant to section 9.1.
- 9.5.6 If the expiration of a child rearing leave takes place towards the end of the school year/term, rather than disrupt the continuity of classroom instruction, the employee may return for the remaining days as a substitute teacher or take leave without pay for that time.

## 9.6 Bereavement Leave

- 9.6.1 In the event of the death of a member of a teacher's immediate family, the teacher shall be entitled to a maximum of three (3) days. After three (3) days' leave, if out of state travel is required, the employee shall be entitled to an additional two (2) days' leave. In the event of the death of a teacher's spouse, domestic partner or child, the teacher shall be entitled to a maximum of five (5) days of bereavement leave.
- 9.6.2 Members of the teacher's immediate family shall include the spouse, domestic partner, and parents, stepparents, foster parents, guardians, father/mother-in-law, grandparents, children, siblings, grandchildren, sons/daughter in-laws, uncles, aunts, nieces, or nephews of the employee and/or of the spouse or domestic partner of the employee and any relative living in the immediate household of the employee and such other persons as the Executive Director may approve in individual cases.
- 9.6.3 Bereavement leave shall not be deducted from accumulated days of sick leave, nor is bereavement leave cumulative.
- 9.6.4 Teachers may utilize the provisions of bereavement leave for one (1) occurrence other than that provided above one (1) time during their employment with REALM. This provision is to enable an employee to be granted bereavement leave for a person with whom the employee has a unique relationship.

## 9.7 Personal Leave

- 9.7.1 A teacher may use eleven (11) days of his/her earned sick leave during the fiscal year for personal reasons. This leave may be taken in one-half (1/2) day increments.
- 9.7.2 Teachers intending to take such personal leave shall notify the site administrator prior to taking the leave.

9.7.3 Teachers intending to take personal leave before or after a holiday or recess shall notify the site administrator at least seven (7) calendar days prior to taking the leave.

#### 9.8 Jury Duty

9.8.1 A teacher who receives a jury interview and appearance notice must notify his/her Principal within two (2) days of receipt of such notice or upon receipt of notice if notice is received less than two (2) days before the appearance is required.

9.8.2 If any teacher is summoned and reports for jury duty, the teacher shall be paid regular salary but any juror's fees, exclusive of mileage received by the teacher shall be deposited to the credit of the School.

9.8.3 It is understood and agreed that a teacher shall be required to report for regular teaching duties on any and all days when he or she is not required to report to the courthouse as a potential juror.

#### 9.9 Court Appearance Other Than Jury Duty

9.9.1 Whenever a teacher is subpoenaed as a witness, the teacher shall have time for appearance before a public body, commission or court without loss of pay unless a party of interest to the proceeding.

9.9.2 No salary deduction shall be made for absences if a teacher is under a subpoena.

9.9.3 No salary will be paid in cases where a teacher is a voluntary witness appearing for his/her own interest. Such teacher may use Personal Necessity Leave.

#### 9.10 Military Leave

9.10.1 Leaves shall be granted for government ordered military services. Compensation during such leaves will be full salary for a maximum of thirty (30) days. Compensation received in performance of the above duties shall be subtracted from compensation which would normally be provided by the School consistent with applicable laws and regulations.

9.10.2 All teachers who are reserve members of the Armed Forces are required to make every effort to arrange for active duty for training during their vacation period. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are extenuating circumstances, the teacher shall file a written request with the Director of Operations giving full particulars therein before requesting orders for active duty training. A copy of the teacher's military order shall be provided to the Principal and to the Director of Operations as soon as available.

9.10.3 Teachers returning pursuant to this Section shall be provided with employment in the School consistent with legal requirements.

#### 9.11 Professional Leave

9.11.1 Professional leave may be granted by the Executive Director or designee for the purpose of attending conferences, workshops, institutes, school visitations and other meetings related to the teaching field. If school finances cannot provide a substitute for a person requesting the leave, the employee may propose to pay for his/her own substitute.

9.11.2 Such leave must be requested sufficiently in advance to allow the Executive Director or designee to arrange for an appropriate substitute in the event the leave is granted.

9.11.3 The Executive Director or designee may at his/her discretion reimburse certificated employees for expenses incurred, i.e., transportation, lodging, meals and registration or other fees.

9.11.4 The request for leave under this provision should specify whether regular compensation is requested. In the event compensation is requested, this request and the request for the leave itself will either be approved or denied by the Executive Director or designee.

#### 9.12 Union Leave

9.12.1 Request for leave pursuant to this Section shall be governed by the requirements set forth in Section 9.1 of this Article, except such leave shall be granted if requested prior to the semesters for which the leave is requested.

9.12.2 Such leave shall include election or appointment to perform services as the representative of the Union, the State Federation (CFT), the International Federation (AFT), the AFL-CIO, or any labor division of a state government or federal government agency.

9.12.3 Leaves taken pursuant to this Section shall be limited to a maximum of four (4) teachers per school year. The selection of the eligible teachers will be based on application by the Union President (or the appropriate International President).

9.12.4 The Union agrees to indemnify and hold harmless the School for any leave granted pursuant to this section.

9.12.5 The Union may request release time for designated members to conduct organizational business. The Union shall pay for the costs of substitutes.

#### 9.13 Medical Leave Without Pay

Medical leave without pay shall be granted upon receipt of a letter from the teacher's licensed medical practitioner verifying the need for such leave. However, such leave is subject to additional verification by a School-appointed licensed medical practitioner if the School has substantial reason to believe that there has been abuse by the individual. The teacher shall continue to receive the same level of School health benefits coverage as before the illness or accident as long as it is consistent with legal limitations and restrictions placed by the various insurance carriers.

#### 9.14 General Provisions

9.14.1 All leave requests pursuant to the provisions of this Agreement shall be made in writing.

9.14.2 Teachers on paid leave of absence who return to duty by the end of the school year in which the leave was commenced will be returned to the position held at the time of the leave unless:

9.14.2.1 the position is no longer available due to staff reduction or program or modification, or

9.14.2.2 the return comes too close to the end of the school year to warrant disruption of the education program. In such case, the teacher will be provided with an alternative assignment.

#### 9.15 Providing of Substitutes

The School shall provide substitutes for teachers and maintain an adequate substitute list using Aesop.

### 10. EXPIRATION OF CONTRACT

10.1 The parties agree that the term of this Agreement shall be from July 1, 2016 through June 30, 2017.

10.2 The parties agree to start the meet and negotiate process for the subsequent Agreement on or before August 31, 2016.

10.3 By September 30, 2016, the parties shall agree on an evaluation process for the 2016-2017 school year and beyond or an interim evaluation process for just the 2016-2017 school year.

APPENDIX 1. HIGH SCHOOL SCHEDULE

## APPENDIX 2. SALARY SCHEDULE

APPENDIX 3. STIPENDS

| <b>Stipend</b>  | <b>Amount</b> |
|---|---------------|
| Electives teacher who has more than three (3) different courses | \$3,000       |
| 10.3.1 Curriculum Development hourly rate*                      | \$40 per hour |

\* Prior Approval Required