

MEMORANDUM OF AGREEMENT FOR A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CAPE COD LIGHTHOUSE CHARTER SCHOOL

AND

**THE CAPE COD LIGHTHOUSE CHARTER SCHOOL PROFESSIONAL TEACHING STAFF,
SCHOOL NURSE, SCHOOL PSYCHOLOGIST UNION**

August 1, 2025

TO

July 31 , 2026

It is agreed by and between the Board of Trustees for the Cape Cod Lighthouse Charter School and the Cape Cod Lighthouse Charter School Professional Staff that the following shall constitute the terms of the initial Collective Bargaining Agreement between the parties. This Memorandum is subject to ratification by the parties. The parties agree to use their best efforts to obtain ratification by their respective bodies.

SIGNED this day of _____

Ratified unanimously by CCLCS Board of Trustees _____

CCLCS Board of Trustees/Administration

CCLCS Professional Staff Union

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Introduction

The Parties to this Agreement share a fundamental and abiding commitment to the children of the Cape Cod Lighthouse Charter School. To this end, the Parties reaffirm their commitment to the Mission of the School as stated below.

Cape Cod Lighthouse Charter School seeks to provide a supportive and challenging learning environment for middle school students, where teachers foster intellectual development and academic achievement in an atmosphere that celebrates learning as a lifelong pleasure. We appreciate and understand middle school-aged students. We enjoy the often undervalued creativity and intellectual potential of this age group. We strive to provide an emotionally safe and supportive community, encouraging students to develop their strengths and risk new growth, while pursuing an academically rigorous curriculum. Wherever possible, students learn through experience, allowing them to be engaged in the process of discovery and to see the practical applications of classroom lessons. Looking beyond the walls of the classroom, we collaborate with local partners to utilize the unique natural and creative resources on Cape Cod, and reach out to global partners to broaden our cultural understanding and knowledge. Our graduates take with them the values of personal responsibility, consideration for others, respect for the environment, academic integrity, creative expression, and perseverance.

Article I - Recognition

The Cape Cod Lighthouse Charter School Board of Trustees recognizes the American Federation of Teachers, Massachusetts, as the exclusive bargaining representative for all full time and regular part time teachers, special education teachers, speech and language pathologist, nurse, school psychologist, school social worker, and excluding Executive Director,

Associate Director, Director of Student Services, Business Manager, non-professional employees and office staff, intermittent employees, temporary employees, and independently contracted employees.

Article II - Management Rights

2.1 The School reserves and retains the sole and exclusive right to manage, operate and conduct all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management. Nothing in this agreement shall be construed to diminish or otherwise alter the requirements and obligations of the School's Charter, as well as the Department of Elementary and Secondary Education mandates.

2.2 The School, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, evaluate and determine placement of teachers in and within teacher levels, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish, create, revise and implement the curriculum and reasonable work rules; to make changes in assigned duties and responsibilities and schedule and assign work as required; to study and use, introduce, install new or improved systems, facilities and/or equipment; to determine methods, processes, and procedures by which work is performed; to determine its educational mission, academic policies, its activities, business and location; to determine the number of students per class with faculty input; to determine days and hours of operation; and in all respects to manage the School to attain its goal of excellence in teaching and scholarship.

Article III - Duration

3.1 This Agreement shall be in effect from August 1, 2025 until and including July 31, 2026, at which time it shall terminate unless extended by agreement of the parties. In the event either party does not want to negotiate a new collective bargaining agreement to succeed this Agreement prior to its expiry, such party shall notify the other party no later than December 15 of the year preceding expiration. Otherwise, it is understood that the parties will negotiate the next collective bargaining agreement in advance of the expiry of the current Agreement.

Article IV – Compensation

4.1 At the beginning of the SY2025/26 pay cycle (paycheck #1), the following salary schedule shall be established:

Step	Salary 2022/23	Adjusted Salary (Jan 2023)	Salary 2023/24	Salary 2023/24 (9/14 onward)	Salary 2024/25	Salary 25/26
1	\$ 43,738	42,863.24	42,863.24	\$ 43,738	\$45,050	\$46,402
2	\$ 45,178	44,274.44	44,274.44	\$ 45,178	\$46,533	\$47,929

Step	Salary 2022/23	Adjusted Salary (Jan 2023)	Salary 2023/24	Salary 2023/24 (9/14 onward)	Salary 2024/25	Salary 25/26
3	\$ 47,232	46,287.36	46,287.36	\$ 47,232	\$48,649	\$50,109
4	\$ 49,955	48,955.90	48,955.90	\$ 49,955	\$51,454	\$52,998
5	\$ 52,676	51,622.48	51,622.48	\$ 52,676	\$54,256	\$55,884
6	\$ 55,399	54,291.02	54,291.02	\$ 55,399	\$57,061	\$58,773
7	\$ 58,121	56,958.58	56,958.58	\$ 58,121	\$59,865	\$61,661
8	\$ 60,843	59,626.14	59,626.14	\$ 60,843	\$62,668	\$64,548
9	\$ 63,564	62,292.72	62,292.72	\$ 63,564	\$65,471	\$67,435
10	\$ 66,287	64,961.26	64,961.26	\$ 66,287	\$68,276	\$70,324
11	\$ 68,977	67,597.46	67,597.46	\$ 68,977	\$71,046	\$73,177
12	\$ 71,733	70,298.34	70,298.34	\$ 71,733	\$73,885	\$76,102
13	\$ 74,455	72,965.90	72,965.90	\$ 74,455	\$76,689	\$78,990
14	\$ 77,176	75,632.48	75,632.48	\$ 77,176	\$79,491	\$81,876
15	\$ 79,898	78,300.04	78,300.04	\$ 79,898	\$82,295	\$84,764

Members of the Professional Staff will receive the following non-cumulative, annual longevity stipend:

Years employed at CCLCS	CCLCS
Year 15 - 19	\$500
Year 20 - 24	\$1000
Year 25 - 30	\$1500
30+	\$2000

Placement on the salary schedule for current employees and for newly hired employees shall be determined by the parties on or before August 1st. Placement on the salary schedule shall be determined by a mutually agreed upon definition of “years of teaching service”, as detailed below.

- A. All staff working in positions equivalent to their 2024/25 assignments under this Agreement will advance one step up the salary schedule, unless the following applies: Teachers who are above step 15 in their years of service shall receive the same salary

previously earned in 24/25, plus an agreed upon percentage increase based on the fiscal health of the organization unless the newly calculated salary is lower than the salary articulated at step 15. If the salary is lower than step 15, these teachers shall be paid the salary for step 15.

- B. No union employee working in the same or equivalent position shall earn less in 2025/26 than he/she earned in 2024/25. Salaries may be recalculated when a change in position or job description occurs.
- C. Those teachers employed by the School on or before September 1, 2011 who hold a master's degree as of that date shall be paid an additional \$3,000. Teachers earning a master's degree after September 1, 2011 or those who are hired after September 1, 2011, will only be eligible for this additional \$3,000 payment if they hold a master's degree in a discipline or field of study reasonably related to the teacher's assigned curriculum area(s), as determined by the Executive Director. Teachers earning credits beyond a master's degree will be awarded stipends according to the following schedule: M+15=\$1000, M+30=\$1750, M+45=\$2500, M+60=\$3250. Teachers will only be eligible for these stipends if the field of study is reasonably related to their assigned position and/or licensure, as determined by the Executive Director. The percentage of lead teaching time will determine the percentage of stipend received.
- D. Staff assigned to the duty pool may be assigned up to 10 duties per week and will receive a \$1300 duty stipend. Staff assigned a Homeroom will receive an additional \$1000 for Homeroom specific duties. All teaching staff are expected to participate in the duty pool unless the Executive or Associate Director deems otherwise. The Executive Director has the authority to appoint Homeroom teachers.
- E. A creditable year of teaching service shall be defined as a full-time teaching position in a K-12 public school, or in a Grade 6-12 private school. Each year of employment as a paraprofessional at CCLCS shall count as ½ year of teaching service if the employee is moved to the professional scale.
- F. Stipends will be awarded for the following positions at the discretion of the Executive Director:
 - Content Area Work (beyond ordinary tasks, as determined and pre-approved by the E.D. or their designee): hourly rate
 - Scheduling: hourly rate
 - Math Department Head: \$2000
 - Mentors: \$500 (to be applied if and when the scheduling coordinators cannot build mentoring time into a full time teaching schedule)
 - Athletic Director: \$2500
 - Coaches: \$2000 (for CCLCS employees)
 - Yearbook Coordinator: \$1000
 - Overnight Field trips: \$75/night (not applicable for all-school overnights)

Other stipends for ad hoc positions which may arise may be determined at an hourly or contract rate as determined by the Executive Director.

4.2

- A. In the event that State income received per student for School Tuition and Facility Reimbursement (hereinafter "Reimbursement") is reduced, an across-the-board salary reduction in an amount equal to the percent reduction in tuition and facility reimbursements, but not to exceed three percent (3%) may be applied at the sole discretion of the Board. The same percent salary reduction applicable to bargaining unit members will also apply to non-bargaining unit members. The Board agrees to consult with the Union prior to implementing any reduction in salary pursuant to this provision, but any decision to implement a salary reduction shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.
- B. If, in the year following a salary reduction (made pursuant to Article 4.2), the School Reimbursement increases, then salaries will be increased at an agreed upon time in an amount equal to the percent increase in Reimbursement for that year; however, not to exceed salary levels immediately preceding the Reimbursement reduction, except as otherwise provided herein.

Article V - Benefits

5.1 All staff members who work at least 20 hours (50%) each week at CCLCS are eligible to receive the benefits set forth below. Benefits for individuals who are part-time shall be prorated.

5.2 Leave

- A. Each full-time staff member shall be allotted fifteen (15) fully compensated leave days per school year to be used at the employee's personal discretion for personal illness, illness of an immediate family member, or any other personal reason. Time taken for personal reasons, as opposed to illness, must be submitted at least one day in advance of the proposed absence, except in the event of an emergency that precludes such notice, and must be pre-approved by the Director. **Taking leave time on the edge of vacations and weekends can diminish the value of these school days for our students, and should be done infrequently and in consultation with administrators and grade level teams.** The Director's decision to grant or deny a request for personal leave shall not be subject to the grievance or arbitration provisions of this Agreement.
- B. For purposes of this provision, immediate family shall include a staff member's parent, spouse, or child. A physician's note will be required for sick absences after four consecutive sick days, or following the use of ten sick days taken on an intermittent basis. Staff who are out sick for a period of time that qualifies them for disability leave must apply for leave as of the first date of qualification. Failure to apply for disability leave will result in the loss of the sick leave benefit. Sick leave eligibility for any given illness shall cease upon the granting of disability leave benefits.

- C. No employee shall be entitled to sick leave as provided in this Article unless the employee has notified School Administration of his/her absence prior to the start of his/her scheduled work day.
- D. In accounting for the number of days taken, an absence of up to four (4) hours shall be counted as one-half (1/2) a leave day and an absence of greater than four (4) hours shall be counted as one (1) full leave day.
- E. Each part-time employee shall be allotted the percentage of the fifteen (15) fully compensated leave days that corresponds to the percentage of time as measured against full time for which the part-time teacher has been hired (i.e., a part-time teacher working 3/5 time would receive an annual allotment of nine (9) leave days).
- F. Employees may accumulate fully compensated leave days and add unused days to their next year's allotment up to one hundred and eighty (180) days. Accumulated, fully compensated leave time from previous years may be used only after the current year's leave has been used and only for reasons of extended illness or disability suffered by an employee or member of the employee's immediate family with written verification by the attending physician. Accrued days are forfeited at time of separation of employment for any employee who has been employed for less than 15 years at CCLCS and/or for reasons other than death or retirement (i.e. MTRS distributions).
- G. Sick Leave Bank: The staff shall have the option of setting up a "bank" into which fully compensated leave days could be donated or deposited to offset in part the financial challenges of long-term illness of a particular staff member or staff member's spouse or child. In the event the teaching staff chooses to exercise this option, written notice will be provided to the Director.

5.3 Bereavement Leave: Staff members shall be granted leave with pay for not more than five working days in the case of the death of the staff member's parent, parent in law, child, stepchild, sibling, spouse or domestic partner. In the case of the death of a grandparent or great-grandparent, employees will receive up to three working days.

5.4 Leave: CCLCS shall comply with the mandatory provisions of the Family Medical Leave Act of 1993 and with state law. The Board of Trustees shall issue, and from time to time amend, policies setting forth the rights and procedures granted by the Act and state law, and shall ensure compliance with those policies. Currently, CCLCS administers these benefits as follows:

A. All eligible employees shall be eligible for leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA") and the Paid Family Medical Leave ("PFML") in Massachusetts. FMLA & PFML currently includes leaves of up to a total of 26 work weeks of combined family and medical leave per benefit year. In most cases, FMLA and PMFL run concurrently (an employee may not take PFML, and then take FMLA at the conclusion of PFML or vice versa).

- Up to 20 weeks of paid medical leave to manage an employee’s own serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth
- Up to 12 weeks of paid family leave to care for a family member or to bond with a child during the first 12 months after birth, adoption, or placement
 - “Family member” includes a spouse, domestic partner, child, step-child, domestic partner’s child, parents, step-parents, parent’s domestic partner, spouse, domestic partner’s parents, grandchild, step-grandchild, domestic partner’s grandchild, grandparents, step-grandparents, grandparent’s domestic partner, sibling, step-sibling, legal wards, and those related to you through “in loco parentis.”
- Up to 26 weeks of paid family leave to care for a family member who is a covered service member with a serious health condition that was received or aggravated while they were deployed on active duty
 - Any qualifying exigency, as defined in P.L. 110-181, Section 585(a), arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

Additionally, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member, as defined in P.L. 110-181, Section 585(a), who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

B. FMLA: Employees eligible for FMLA are regular, full-time or regular, part-time employees who have completed at least twelve months of service with the CCLCS and have worked a minimum of 1,250 hours in the 12 month period preceding the commencement date of the leave. FMLA is unpaid leave. FMLA leave must be requested in writing and, where possible, at least 30 days notice must be given to the employer. The employee must have their doctor complete and return the Certification of Health Care Provider Form, available at www.dol.gov. While taking FMLA, an employee can access accrued sick or personal time after which the remainder of the 12-week period will be unpaid. An employee may be required to provide certification as to fitness for duty prior to returning to work.

C. PFML: In order to be eligible for PFML, employees must have earned at least \$6,300 in the previous 12 months.. PFML leave requires 30 days notice when possible and completion of the Certification of Serious Health Condition form, available at www.mass.gov. PFML is paid leave, providing the employee with a percentage of the employee's wages.

D..MPLA: An employee may be eligible for parental leave under the Massachusetts Parental Leave Statute, M.G.L. c.149, § 105D, Massachusetts Parental Leave Act (MPLA). CCLCS will grant unpaid leave to an employee eligible for leave under the provisions of the Massachusetts

statute. MPLA shall run concurrently with FMLA. No leave shall extend beyond twelve weeks without written permission from the Director. Failure to grant such permission shall not be subject to a grievance under the provisions of this Agreement.

E. Benefit Coverage During FML, PFML or MPLA: Contributions normally paid by employees for benefit coverage are due in full on the first day of each month while the employee is on leave. Failure to pay monthly contributions may result in the termination of coverage for the employee and any dependents. The employee may choose to pay the entire amount of the premium contributions when the leave commences if the length of the leave can be anticipated. (Note: CCLCS will continue to pay the premiums at the same level as before the leave was initiated.)

5.5 Unpaid Personal Leave of Absence:

A. CCLCS may grant an unpaid leave of absence to any regular employee of up to a maximum of thirty (30) calendar days for personal or family reasons. This leave would be in addition to FML (commencing at the end of the FML) or if an employee is not eligible for FML.

B. Requests for Personal Leave of Absence must be made in writing to the Director, giving as much advance notice as possible. Each written request is reviewed on a case-by-case basis, and the decision to grant or deny the leave is based solely on the discretion of the Director and shall not be subject to a grievance under the provisions of this Agreement.

C. Benefit Coverage – The employee will be responsible to pay the employee's portions of the benefit premiums if the personal leave of absence (PLA) is greater than two consecutive weeks (in calendar days). The granting of a PLA is solely at the discretion of the Director.

5.6 Health Insurance: CCLCS provides health insurance to eligible employees pursuant to M.G.L. c. 32B. Currently CCLCS purchases its insurance through the Barnstable County Municipal Health Insurance Group and pays sixty percent (60%) of the cost of the premium for either family or individual coverage for those eligible employees who work no less than 20 hours, regularly, during the regular workweek. Consistent with applicable state law, CCLCS reserves its right to make changes to the existing health insurance benefits offered to employees, including but not limited to changes in offered plans, benefit levels or contribution towards premium costs. Employees will be notified of such changes. Employees who are separated from employment, for any reason, shall be notified of their rights for continued health insurance coverage under the federal law known as COBRA.

5.7 Retirement Plan:

A. MTRS/Social Security. For CCLCS teachers deemed eligible for Massachusetts Teachers Retirement (per the MTRS guidelines), their appropriate percentage is withheld and deposited to their account on a monthly basis. Those not eligible for MTRS pay into the Federal Social Security program.

- B. Upon the death or retirement (i.e. under MTRS) of teachers who have been employed by CCLCS for at least (15) years, payment for accrued days shall be made to the teacher (or the teacher's estate) for 25% of the accumulated sick leave at a rate of \$125 per day. Employees will not be eligible for any payment of unused sick days if dismissed with just cause. Employees are only eligible for this benefit upon retirement and at the end of the school year.
- C. 403b. CCLCS matches up to a 2% salary contribution to a 403b program provided that the employee contributes at least 1% of his/her salary.
- D. Retirees. CCLCS does not currently offer health benefits for retirees. A retiring employee is eligible to participate in the CCLCS Group Health Insurance plan by paying 100% of the cost of his/her health coverage.

5.8 Life Insurance: CCLCS funds a \$10,000.00 life insurance policy for each employee working 50% or more.

5.9 Long Term Disability Insurance: CCLCS funds a Long Term Disability policy which becomes active after 180 days of disability.

5.10 Changes to Plans in paragraphs 5.6, 5.7, 5.8 and 5.9: In the event that State income received per student for School Tuition and Facility Reimbursement is reduced, the School and Union agree that the School, at its discretion, may change insurance carriers, designation of the primary plan, or structure of the plan, to the extent it may alter the plan with any given carrier. The School agrees to notify the Union and discuss with the Union and consider the input of the Union prior to making such changes, together with the effective date of the change, but any decision to implement such changes shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.

5.11 Full Time Employee Child Admissions Preference: In the event that a full time employee child admissions preference is allowed by law or statute, children of full time employees will be admitted as students at CCLCS under the following conditions:

- They submit a valid application before the admissions deadline.
- They do not constitute more than 5% of the school population.
- They do not count towards the 84 student limit at their grade level.

Article VI – Working Conditions

6.1 School Calendar and Hours: The work year for full-time employees shall be 185 days, with the start and end dates determined by the Board of Trustees. The student day is from 8:40 a.m. – 3:00 p.m. Teachers shall report to work forty (40) minutes before the beginning of the student day, unless they receive permission from the school's Associate or Executive Director. Failure to grant such permission shall not be subject to a grievance under the provisions of this Agreement. The Board reserves the right to make changes to the start and end time of the student day. The Board agrees to consult with the Union prior to implementing any such time

change, but any decision to implement such a time change shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement. The School Year for staff will be 185 days, which will include pre-service and post-session meeting time.

6.2 Absence Notification/ Substitute Procedure: It is essential for all staff to give the earliest notice possible if they are to be absent. In the case of planned absences, staff are required to complete and submit the appropriate form as soon as they are aware of the need for an absence. For unplanned absences, staff are required to complete the form upon return to school. If an absence is unplanned, staff are encouraged to call by 8:00 p.m. the evening before, or no later than 6:00 a.m. the morning of the absence. Lesson plans must be left for the substitute teacher as well as with the front office. If an absence is unplanned, it is the teacher's responsibility to make certain that lesson plans are at the school by 8:30 a.m. the day of the absence. Each teacher will create plans in accordance with guidelines set forth in the employee handbook

6.3 Weather Days: If the School is going to be closed due to snow and/or inclement weather, a phone system will be used to contact every staff member. School closing shall be determined at the discretion of the Director or his/her designee.

6.4 Room Assignments: Physical room assignments shall be made at the discretion of the Director, based on the overall needs of the School.

6.5 Teaching Staff Responsibilities: It is expected that every staff member of CCLCS will be committed to assisting each other in any way that is reasonable. The school and staff are small and depend on everyone doing his/her part. Expected duties are described in applicable job descriptions, this contract, and in the duty assignment document.

6.6 Additional Staff Responsibilities:

- A. After School Clubs & Programs. Teachers who are facilitating an after school club and/or program (such as sports and music) shall remain on campus until the last student's transportation arrives.
- B. Additional Meetings. Teachers are required to attend occasional meetings scheduled outside the school day, including but not limited to parent Open Houses, Admissions Open Houses, end of year events, and parent meetings.
- C. Additional Programming. Milestone experiences are a tradition at CCLCS. Some include extended days and/or overnight components in which teachers are expected to participate/chaperone.
- D. Extra Help. Each teacher is to be available for extra help sessions for one hour at least once a week.
- E. Homework Club. Each teacher within this bargaining unit is expected to supervise the homework club on a rotational basis.

- F. Board Meetings. Every staff member is welcome and encouraged to attend monthly Board Meetings. Staff may be asked to present at a specific Board Meeting at the discretion of the Executive or Associate Director.
- G. Seminars: The seminar program is a hallmark of the CCLCS experience for students. Each content area teacher, including the literacy specialist and math intervention teacher, is expected to teach 3 seminar courses per year. Each lead special education teacher will be expected to teach 1 seminar course per year, and the school social worker will be expected to co-teach 1 seminar course per year. Individual seminar sabbaticals may be granted at the discretion of the Executive Director. A teacher may potentially be granted a Seminar Sabbatical once per year in order to further the mission and programming of CCLCS. Sabbatical applications must be submitted at least four weeks in advance to the start of the seminar cycle and will be approved by the Executive Director in conjunction with input from the Seminar Committee.
- H. Committees: Every staff member is expected to participate in committee work for the betterment of CCLCS, as defined by the Employee Handbook.

6.7 Teachers in the duty pool may be assigned supervision duties as part of their weekly assignments. Homeroom teachers will submit morning attendance records and facilitate school dismissal procedures.

6.8 Teachers are expected to be present in the school from 8:00 AM until 3:15. Provided that staff members are keeping up with their work and their duties in a timely fashion, prep periods may be used at the staff members' discretion. If a teacher needs to leave the campus, he/she should sign out in the office. If a teacher needs to leave for more than a short errand, she/he should communicate with the appropriate grade level team and with the Associate Director. If, in the judgment of the Executive Director and the Associate Director, a staff member is not keeping up with duties in a timely fashion, the Executive Director and/or the Associate Director may impose restrictions on a staff member's use of prep time. A staff member may also be asked to cover another class during a prep period in the event that a substitute teacher cannot be secured.

Article VII - Grievance and Arbitration Procedure

7.1 A grievance shall mean a complaint by an employee(s) or the union ("Grievant") that there has been a violation or misinterpretation of any of the express provisions of this Agreement. Grievances must be presented in writing, and must state the facts upon which the grievance is based, an explanation as to how the facts result in a violation, misinterpretation or misapplication of the Agreement, the specific provision of the Agreement that has been violated, and the requested remedy. The Parties acknowledge that there shall be no right to pursue a grievance concerning the discharge or discipline of an employee with less than three (3) consecutive and complete school years of service at CCLCS past Step 2 of this Procedure. Grievances shall be submitted in writing and shall be processed exclusively as set forth below.

Step 1: All grievances shall be submitted to the Director within seven (7) calendar days of the Grievant having knowledge, or of when he/she should have known, of the occurrence or failure of occurrence that is identified as the basis for the grievance. Within seven (7) calendar days of such filing, the grievant shall have the opportunity to discuss the matter with the Director. The grievant may be represented at this meeting by a Union representative. The Director will respond in writing to the grievance within seven (7) calendar days of the Step 1 meeting.

Step 2: The Grievant may appeal the decision at Step 1 to the Board of Trustees. The Grievance at Step 2 must be filed within seven (7) calendar days of the Step 1 Answer or, if no Answer is made, within seven (7) calendar days of the date such answer would have been due. The Board of Trustees shall meet with the Grievant at its next regularly scheduled meeting following the filing at Step 2 and shall provide an answer to the Grievance within seven (7) calendar days of the Step 2 meeting. The decision of the Board in matters involving the discipline or discharge of an employee shall be final and binding.

Step 3: For grievances not resolved at Step 2, and other than those specifically excluded from arbitration by the terms of this Agreement, the Union may appeal the decision of the Board of Trustees to arbitration. Any request for arbitration must be filed within twenty (20) calendar days after receipt of the Step 2 Answer, or within twenty (20) calendar days from the date such answer would have been due. Requests for arbitration must be directed to the American Arbitration Association, with a copy to the Board of Trustees and Director. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. Date of mailing or hand-delivery shall constitute filing under this Article.

7.2 Grievance timelines may be extended by mutual and written agreement of the parties, and in no event shall any such agreement constitute practice or precedent for any other matter.

7.3 The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement, or to hold *ex parte* hearings. The arbitrator shall have no power to determine any subject not specifically provided for in this Agreement. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.

7.4 The cost for the Arbitrator shall be shared equally by the Parties. Each side shall be responsible for its own attorneys' fees and costs.

7.5 No incident that occurred or failed to occur prior to the effective date of this Agreement shall be the subject of any grievance.

Article VIII – Discipline, Discharge, and Resignation

8.1 The Director and Board of Trustees reserve the right to discipline, suspend, or terminate the employment of any teacher or staff member for any reason, including but not limited to the following: budgetary constraints, declining enrollment, inefficiency, incompetence, incapacity,

conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards. It is the policy of CCLCS that all teachers and staff discipline, including suspension and/or termination, will be carried out in accordance with the principles of progressive discipline, however, progressive discipline shall not apply to serious offenses. Disciplinary action shall not be rendered in an arbitrary or capricious manner.

8.2 Teachers and staff members are appointed on an annual basis. The decision to not renew the employment of a teacher or staff member who has served in the School for less than three (3) consecutive and complete years shall not be subject to the provisions of this Article or the Grievance Procedure of this Agreement.

8.3 Members who have been employed by the School for more than six (6) months and less than three (3) consecutive and complete school years may appeal a mid-year disciplinary action, as opposed to a non-renewal decision, to the Board of Trustees under the Grievance Article of this Agreement for a determination of whether the disciplinary action was arbitrary or capricious. However, the decision of the Board shall be final and binding and may not be pursued to arbitration under Step 3 of the Grievance process.

8.4 Members who have been employed by the School for more than three (3) consecutive and complete school years shall not be disciplined, discharged, or have their appointment for a subsequent school year not renewed for an arbitrary or capricious reason. Any such member may appeal a discipline, discharge or non-renewal decision under the Grievance Article of this Agreement, up to and including arbitration, for a determination of whether the disciplinary action was arbitrary or capricious.

8.5 Employees may request, in writing, a copy of their personnel file, or any portion thereof.

8.6 Staff members may discontinue their service in the school system during the school year by submitting written notice of resignation to the Director. The staff members will be notified in writing of the Director's action on the resignation. When a resignation is accepted by the Director, the employee may be asked to continue in service at his or her assigned duties for a period of thirty (30) days after submission of the resignation.

Article IX – Performance Evaluation

9.1 **All employees working under this contract will be subject to the CCLCS Performance Evaluation.** CCLCS' philosophy on teacher evaluation is grounded in the belief that assessment should act to improve practice, promote pupil learning, and support the teacher as a lifelong learner. An assessment of professional expertise and dedication to the field is not limited to classroom time, but must also include the hours of work that a teacher devotes to advancing their own knowledge, the work of acting as a liaison between family and school, development of curriculum and instruction, and the myriad of other demands that are part of the life of a CCLCS teacher. All evaluations should be free of racial, sexual, religious, and other

illegal discrimination and biases as defined in state and federal laws. A more detailed description of the performance evaluation process is available in the Employee Handbook.

9.2 An employee's performance as a CCLCS Board Member shall not impact their professional evaluation as a teacher.

Article X – Savings Clause

10.1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

10.2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Article XI - Stability of Agreement

11.1 No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

11.2 The failure of the School or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the School or of the Union to future performance of any such terms and conditions, and the obligations of the Union or of the School to such future performance shall continue in full force and effect.

Article XII – Past Practice

12.1 All past practices, to the extent they existed, shall end upon the signing of this Agreement, with the exception of procedures in the Employee Handbook for practices that are not specifically addressed in this Agreement.

Article XIII – Union Dues

13.1 CCLCS agrees to deduct Union dues once each month from the pay of each employee who executes or has executed an appropriate form of authorization of check-off and remit the aggregate amount to the Treasurer of the local Union along with a list of employees who have had such deductions. The amount of dues in each month shall be based upon an amount established and certified in writing by the Union's Treasurer to the CCLCS Business Manager, such amount shall be forwarded to the Union within thirty days of the date on which the funds were withheld.

13.2 It is understood that it is the responsibility of the Union to provide the check-off forms and to have them executed by any employees.

13.3 Any authorization to withhold Union dues shall terminate and such withholding shall cease upon the happening of either of the following events:

- A. separation from employment or
- B. written notice by the employee of cancellation of the authorization.

13.4 The Union agrees to indemnify CCLCS for damages or other financial loss that CCLCS may be required to pay or suffer by an administrative agency or a court of competent jurisdiction as a result of the School's compliance with this Article.

Article XIV – Bargaining Obligations

With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the School agrees it will make no changes to such matters without first fulfilling any legal obligations to consult and bargain with the Union.